



5400 Seymour Highway

Wichita Falls, Texas 76310

940-867-4838

parkplaceeventcenter@gmail.com

RENTAL AGREEMENT

DATE: _____

CONTACT INFORMATION OF RENTER

First Name	Last Name	Phone #	
Address	City	State	Zip
Email Address			

EVENT INFORMATION:

Event Date	Type of Event	# of Guests	Time
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If event is Wedding Related; Bride & Groom's Name

Yes No Event will include the service of alcoholic beverages

Yes No Event will be using a caterer _____
Name & Phone # / Email

SAVE THE DATE DEPOSIT _____ **DATE** _____

RENTAL FEE _____ **DATE** _____

DAMAGE DEPOSIT _____ **DATE** _____

SECURITY GUARD _____ **DATE** _____

CLEANING FEE _____ **DATE** _____

ADDITIONAL FEES _____ **DATE** _____

BALANCE DUE _____ **DATE** _____

RENTAL AGREEMENT

This agreement made and entered into by and between Wichita Falls Park Place Event Center, LLC, and *Lessee* as identified in page 1 of the agreement.

1. Right to Use Facility: That upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed and of the faithful performance by Lessee of all such covenants and agreements, Park Place does hereby grant unto Lessee the right to use and occupy Park Place Event Center hereinafter on the _____ day of _____. Lessee is to use the facility for the purposes indicated and for no other purpose without the written consent of Park Place for the terms indicated.

2. Payment of Rental Fee: Lessee hereby covenants and agrees to pay to the order of **Wichita Falls Park Place Event Center, LLC** the amounts specified in this Agreement for the use of the facility, plus any additional charges for other services or equipment. Full payment of contract price, including fees for security will be paid **30 days prior** to the Function/Event. Failure to pay any sum due to Wichita Falls Park Place Event Center, LLC prior to use of the facility will result in cancellation of the event, and Lessee will forfeit the Reservation Deposit provided upon the execution of this contract.

3. Method and Manner of Payment: It is agreed that Lessee shall, upon execution of this agreement, a non-refundable "Save the date" fee of \$250.00 at the execution of this agreement. This fee is non-refundable if Lessee cancels this agreement. This fee shall be credited to the final payment of the entire rental fee. Within two weeks of signing the agreement, the Lessee shall pay a refundable security deposit of **\$500** by cash, check or credit card to Wichita Falls Park Place Event Center, LLC; this amount

shall be refunded within two weeks following the event and after inspection of the event center and its grounds. **The total remaining event balance is due 30 days prior to the scheduled event.** Lessee is responsible for contracting and paying for any third-party catering services.

4. Denial of Use: Wichita Falls Park Place Center, LLC and its representatives reserve the right to deny use of the facility to individuals or organizations that conduct or advocate illegal activity. Wichita Falls Park Place Event Center and its representatives reserve the right to remove from the Facility any such individuals or organizations; in the event of the exercise of this authority, Lessee waives all claims for damages on that account.

5. Removal of Objectionable Persons: Wichita Falls Park Place Event Center, LLC reserves the right at all times to require employees, including its security personnel, to eject any objectionable person or persons from the facility; and in the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against Wichita Falls Park Place Event Center, LLC, its agents and employees on account thereof.

6. Use of Facility: Wichita Falls Park Place Event Center, LLC shall permit Lessee to peaceably and quietly have and enjoy the use of the Facility herein above specifically described for the purpose and for the term aforesaid.

7. Dispensing of Liquor: Functions/Events that include the serving of alcoholic beverages shall be conducted under the laws of the State of Texas and regulations of the Texas Alcoholic Beverage Commission **with one TABC licensed bartender for every 100 guests.** A list of licensed bartenders will be available. ***Lessee is responsible for payment to the bartender(s) and must provide Wichita Falls Park Place Event Center, LLC with your bartender's name and a copy of the license at time final payment is made 30 days prior to the event and prior to alcohol being permitted onsite. Guests may not leave the premises with alcohol nor drink anywhere other than inside the building or patio.*** Cash bars can be provided by licensed caterers. Park Place will not be responsible for intoxicated guests or any damage caused by such intoxicated guests.

- A. **A licensed security guard is required for all events in which alcohol will be served.** One security guard per 100 guests, at a minimum, is required for such Functions/Events. Park Place can be responsible for booking security, and the charge is **\$25.00 dollars per hour per security guard** to be paid by Lessee to Wichita Falls Park Place Park Place Event Center, LLC. If Lessee choose to hire their own security, it must be a security officer licensed in the state of Texas. ***Lessee is responsible for payment to the security officer and must provide Wichita Falls Park Place Event Center, LLC with your security officer's name and a copy of their license at time final payment is made 30 days prior to the event and prior to alcohol being permitted onsite.*** Additional security may be required at the discretion of Wichita Falls Park Place Event Center, LLC.

- B. **Security must be in place at the start of the Function/Event, and must remain in place until the last person has exited the building after the cleaning has been completed (typically 1 hour after completion to the Function/Event).**

8. Caterers: Arrangements and contracts for catering, vendors, entertainment and the like must be made by the Lessee and a copy of agreement(s) is to be furnished to Wichita Falls Park Place Event Center, LLC. All costs associated with catering and presentations are in addition to the rental fee and will be paid by the Lessee. It is agreed that the Lessee shall assume all liability for loss or theft resulting from third party services.

9. Interruption of Services: Wichita Falls Park Place Event Center, LLC shall not be responsible for or liable to Lessee for any loss resulting from any lack of heat, water, lights, or air conditioning due to the failure of any of this equipment to operate or function properly through no fault of Wichita Falls Park Place Event Center.

10. Cancellation Policy: In the event of any cancellation by Lessee of his/her reservation of the Premises for the Dates of Occupancy, such notice of cancellation **MUST BE IN WRITING (via electronic or U.S. Mail) and RECEIVED by Wichita Falls Park Place Event Center, LLC. The date of cancellation by Lessee shall be the date of actual receipt by Wichita Falls Park Place Event Center, LLC of a written request for cancellation of the executed Rental Agreement by Lessee. Upon the Cancellation Date, the following shall apply:**

- *IF CANCELLING MORE THAN 45 DAYS BEFORE FUNCTION/EVENT DATE:* If the Cancellation Date is 30 days or more prior to the Function/Event Date, Lessee shall receive a full refund of monies paid minus the "Save the date" fee.
- *IF CANCELLING 45 OR LESS DAYS BEFORE FUNCTION/EVENT DATE:* If the Cancellation Date is 45 or less days prior to the Function/Event Date, Lessee shall waive and release *all of the amount paid* to Wichita Falls Park Place Event Center, LLC.

11. Forfeiture of Rights: Lessee and Lessee's Responsible Parties shall forfeit all rights to use the Premises and to the entire amount of the Reservation Payment in the event of any of the following: (i) Occupancy of the Premises exceeding the maximum occupancy (400); (ii) Any use of the Premises in violation of the Agreement; (iii) Any use of the Premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons under 21 years of age (iv) Possession, use and/or distribution of any illegal substance; (v) Causing any damage to the Premises or adjacent properties; (vi) Acting in any manner that creates a nuisance or otherwise interferes with neighbors' right to quiet enjoyment of their property; (vii) violation of the Rules and Regulations.

12. Fire or Damage to Building Preventing Completion of Lease: In case the facility is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, or other causes herein specified, shall render the fulfillment of this contract by Wichita Falls Park Place Event Center impossible, and then the terms of this contract shall end and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

13. Rights of Park Place during lease: All designated employees and representatives of Park Place shall have the right at any time to enter any portion of the Facility for any purpose whatsoever. The keys to the venue shall remain in our possession, the entrances and exits of the venue shall be locked or unlocked under the direction of Lessee in accordance with the terms of this contract and in compliance of all fire codes.

14. Release of Liability and Indemnity: Lessee and Lessee's Responsible Parties acknowledge and understand that they shall be fully and solely responsible for any and all accidents, injuries, damages, claims, actions, expense and costs related to any occurrence in, on, or about the Premises to Lessee, Lessee's Responsible Parties, and/or any other person or entity. **LESSEE HEREBY WAIVES, RELEASES,**

AND AGREES TO FULLY DEFEND, PROTECT, INDEMNIFY, HOLD HARMLESS AND DISCHARGE PARK PLACE EVENT CENTER, LLC, AT LESSEE'S SOLE COST AND EXPENSE, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, SUITS, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEY'S FEES, AND ALL OTHER OBLIGATIONS ARISING OUT OF, INCIDENTAL TO, OR IN ANY WAY RESULTING FROM THE USE OF, OR ANY ACTIVITIES ON, THE PREMISES OF PARK PLACE EVENT CENTER, LLC, OR ANY PORTION THEREOF, OR THE CONDITION OF THE PREMISES, OR ANY IMPROVEMENTS, FACILITIES, OR EQUIPMENT LOCATED THEREON, WHETHER OR NOT CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR PART, FROM THE SOLE, JOINT, CONCURRENT, AND/OR COMPARAIVE NEGLIGENCE OR GROSS NEGLIGENCE, EITHER ACTIVE OR PASSIVE, STRICT LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, OR FAULT OF ANY ONE OR MORE OF THE RELEASED PARTIES. IN ADDITION, THIS AGREEMENT TO FULLY DEFEND, PROTECT, INDEMNIFY, AND HOLD HAMLESS APPLIES TO ANY CLAIMS, DEMANDS OR CAUSES OF ACTION ASSERTED AGAINST PARK PLACE EVENT CENTER, LLC BY ANY OF LESSEE'S MINOR CHILDREN, OR ANY MINORS WHICH ARE UNDER THE CARE OF LESSEE OR LESSEE'S RESPONSIBLE PARTIES WHILE ON THE PREMISES.

15. Lease Occupancy of Facility: Lessee renting the facility for Function/Event may decorate or occupy the facility at the times specified in the contract. The lease will terminate no later than 12:00 a.m. on the day of the function or earlier as specified by this agreement. Lessee must remove all possessions as soon as the Function/Event is over. In no case may materials or decorations be left after the conclusion of the Function/Event without prior written approval from Park Place. All food, drinks, decorations, or other articles left in the facility after the Function/Event will be deemed abandoned, and will be disposed of immediately. Park Place shall not be liable in any way to Lessee on account of so removing and disposing of such articles. For such additional period beyond the term of this Agreement that any articles of Lessee may so remain in the building, Park Place shall receive \$100 (one hundred dollars) per day as payment for moving items in and out of the venue.

16. Obstruction of Traffic: The sidewalks and entrances of the facility shall not be obstructed by Lessee nor used for any other purposes than egress or regress, and Lessee will not permit any chairs, equipment, displays, or other items to be or remain in such passageways, and will keep such passageways clear at all times.

17. Fire or Animal Hazards: Lessee shall not bring or permit anyone to bring into the Facility or keep therein anything that will increase the fire hazard or the rate of insurance on the building or any property herein. Lessee shall not bring or permit any person to bring into the Facility any animals, except those used to assist individuals with disabilities, or any other property of any kind, without the consent of Park Place and shall not place or put up any decorations without the consent of Park Place. We reserve the right at any time to require Lessee to remove from the venue any animals, furniture, fixtures, wiring, exhibits, or other things placed therein without the consent of Park Place.

18. Construction and Decoration: Lessee will not cause or permit any nails or other things to be driven into any portion of the building, nor any signs to be affixed to the exterior thereof, not cause or permit any changes, alterations, repairs, painting or staining of any part of the building or the furnishings or equipment thereof, nor do, nor permit to be done, anything which will damage or perform reasonable cleanup in all areas utilized after the Function/Event. ***In addition, confetti, glitter, bubbles, rice, and birdseed are not allowed inside the building.*** Construction or painting will not be allowed on the premises. Lessee will pay the cost of repairing any and all injury and damage which may be done to the building or any of the fixtures, furniture or furnishings thereof by any act of Lessee or any of Lessee's employees or agents or anyone visiting the building upon the invitation of Lessee, including the patrons of the function for which Lessee is hereby renting the Facility herein above described. It is expressly

agreed that Park Place shall determine whether it is one for which, under the terms of the Agreement, Lessee is to be held responsible.

19. Hanging Items: Park Place must approve the method of hanging of any signs, posters or decorations prior to their hanging. ***The use of tape, command hooks, 'sticky-tack', or any other products on the walls, floors or other surfaces is prohibited as it will damage the finish.*** If there is damage to the walls or floors, your deposit will be forfeited. Lessee is responsible for hanging all decorations and assumes all liability for any personal injuries or property damage resulting from said decorations. Lessee may not hang any items from light fixtures, air conditioners, air supply ducts, return air grills or diffusers. Lessee may not obstruct or cover any exit lights or fixtures. Lessee may not plug any lighting circuit or extension into any exit, light fixture or socket unless approved in advance by Park Place.

20. Fire and Safety Codes: Lessee and the decorator or other agents hired by Lessee must comply with applicable local, state and national fire and safety codes. ***No burning candles is allowed and must be place in a non-flammable container. Sparklers are allowed outside the building and on the concrete only.*** Lessee must not bring any gasoline or other flammable substances into the facility. Decorations used by the Lessee must be of approved, flame-resistant materials.

21. Compliance with Laws and Ordinances: Lessee shall comply with all laws of the United States, and of the State of Texas, all ordinances of the city of Wichita Falls, and all rules and requirements of the Police and Fire Departments, or other municipal authorities of the City of Wichita Falls, and will obtain and pay for all necessary permits and licenses, and will not do, or suffer to be done, anything on said premises during the term of this Agreement in violation of any such laws, ordinances, rules or requirements and if the attention of Park Place is called to any such violation on the part of said Lessee, or of any person employed by or admitted to the venue by said Lessee, such Lessee will immediately desist from and correct such violations. Lessee shall be responsible for any damages arising from violating these laws, ordinances, rules or requirements. Lessee further agrees that no performance, exhibition or entertainment shall be held which is in violation of any law, including state obscenity laws.

22. Occupancy Limits: Lessee shall not admit to the facility a larger number of persons that the seating capacity for fire code thereof will accommodate, or can safely or freely move about in said area, and the decision of Park Place in this respect shall be final.

23. Lessee's Property: Wichita Falls Park Place, LLC assumes no responsibility whatsoever for any property placed in the facility, and Park Place is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of the facility under this Agreement.

24. Smoking and controlled Substances: Smoking or the use of controlled substances is prohibited within the facility, its restrooms and kitchen area. Individuals in violation of the City ordinance will be removed from the premises.

25. Arrangement of Room: The arrangement of tables and chairs will be the sole responsibility of Lessee.

26. Subleasing: Lessee agrees not to lease, sublease, nor assign his right, title, or interest under this Agreement to any other person, entity, group, association or anyone else without prior written consent of Park Place.

27. Termination of Events by 12:00 a.m.: All events must be concluded by 12:00 a.m., and the associated cleaning and removal of equipment must be completed.

28. Noise Levels: Music and general sound must be kept within levels specified by Park Place.

29. Other Agreements: Wichita Falls Park Place Event Center, LLC and Lessee agree that this written Agreement supersedes any oral agreement that may have been made between the parties.

IN WITNESS THEREOF, Wichita Falls Park Place Event Center, LLC and

_____, Lessee,

have executed this Agreement on this _____ day of _____.

Lessee

Wichita Falls Park Place Event Center, LLC