



# **CENTER COYOTE CREEK EVENT**

**2715 US Highway 287 N.**

**Henrietta, Texas 76365**

**940-867-4838**

**coyotecreekeventcentertx@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

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

RENTAL FEE \_\_\_\_\_ DATE \_\_\_\_\_

CLEANING FEE \_\_\_\_\_ DATE \_\_\_\_\_

USE FEE \_\_\_\_\_ DATE \_\_\_\_\_

LINEN FEE \_\_\_\_\_ DATE \_\_\_\_\_

CLEANING FEE \_\_\_\_\_ DATE \_\_\_\_\_

ALCOHOL FEES \_\_\_\_\_ DATE \_\_\_\_\_

DAMAGE DEPOSIT \_\_\_\_\_ DATE \_\_\_\_\_

SUBTOTAL \_\_\_\_\_ DATE \_\_\_\_\_

HONEYMOON HIDEAWAY \_\_\_\_\_ DATE \_\_\_\_\_

SAVE THE DATE DEPOSIT \_\_\_\_\_ DATE \_\_\_\_\_

BALANCE DUE \_\_\_\_\_ DATE \_\_\_\_\_

BARTENDER FEE \_\_\_\_\_ DATE \_\_\_\_\_

SECURITY FEE \_\_\_\_\_ DATE \_\_\_\_\_

**RENTAL AGREEMENT**

This agreement made and entered into by and between Coyote Creek 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, Coyote Creek Event Center, LLC does hereby grant unto Lessee the right to use and occupy Coyote Creek Event Center, LLC 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 Coyote Creek Event Center, LLC for the terms indicated.

**2. Payment of Rental Fee:** Lessee hereby covenants and agrees to pay to the order of **Coyote Creek 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 Coyote Creek 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 Coyote Creek Event Center, LLC;* this amount shall be refunded within two weeks following the event and after inspection of the event center and it's 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 services.

**4. Denial of Use:** Coyote Creek Event Center, LLC Center, LLC and it's representatives reserve the right to deny use of the facility to individuals or organizations that conduct or advocate illegal activity. Coyote Creek Event Center, LLC and it's 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:** Coyote Creek 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 Coyote Creek Event Center, LLC, its agents and employees on account thereof.

**6. Use of Facility:** Coyote Creek 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 200 guests.** A list of licensed bartenders will be available. **Lessee is responsible for payment to the bartender(s). This payment is to be made in cash and is at the rate of \$25.00 per hour per bartender with a 4 hour minimum.** Coyote Creek Event Center,, LLC is responsible for booking the bartender(s). ***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 only. Coyote Creek Event Center, LLC 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 is required for such Functions/Events. If the guest count is increased to 300 or more, a second security guard must be hired. Coyote Creek Event Center, LLC is responsible for booking security, and the charge is **\$25.00 per hour per security guard with a 4 hour minimum paid in cash.** **Lessee is responsible for payment to the security officer.** Additional security may be required at the discretion of Coyote Creek Event Center, LLC.

- B. *Security must be in place at the start of alcohol service, and must remain in place until the bartender has exited the building.*

**8. Vendors:** 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 Coyote Creek 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:** Coyote Creek 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 Coyote Creek 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 Coyote Creek Event Center, LLC.** The date of cancellation by Lessee shall be the date of actual receipt by Coyote Creek 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 45 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 30 OR LESS DAYS BEFORE FUNCTION/EVENT DATE:* If the Cancellation Date is 30 or less days prior to the Function/Event Date, Lessee shall waive and release *all of the amount paid* to Coyote Creek 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 Coyote Creek 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 Coyote Creek Event Center, LLC during lease:** All designated employees and representatives of Coyote Creek Event Center, LLC 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 COYOTE CREEK EVENT CENTER, 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 COYOTE CREEK EVENT CENTER, LLC 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 COYOTE CREEK EVENT CENTER, 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 Coyote Creek Event Center, LLC. 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. Coyote Creek Event Center, LLC 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, Coyote Creek Event Center, LLC 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 Coyote Creek Event Center, LLC and shall not place or put up any decorations without the consent of Coyote Creek Event Center, LLC. 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 Coyote Creek Event Center, LLC.

**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, nor 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 Coyote Creek Event Center, LLC shall determine whether it is one for which, under the terms of the Agreement, Lessee is to be held responsible.

**19. Hanging Items:** Coyote Creek Event Center, LLC 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 Coyote Creek Event Center, LLC.

**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 Coyote Creek Event Center, LLC 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 Coyote Creek Event Center, LLC in this respect shall be final.

**23. Lessee's Property:** Wichita Falls Coyote Creek Event Center, LLC, LLC assumes no responsibility whatsoever for any property placed in the facility, and Coyote Creek Event Center, LLC 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 Coyote Creek Event Center, LLC.

**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 Coyote Creek Event Center, LLC.

**29. Other Agreements:** Coyote Creek 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, Coyote Creek Event Center, LLC and**

\_\_\_\_\_, Lessee,

have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Coyote Creek Event Center, LLC

