

The Greater Comfort Area Chamber of Commerce
P. O. Box 777 (630 HWY 27)
Comfort, TX 78013
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PARK/PAVILION RENTAL AGREEMENT
(Please fill out in its entirety)

This rental agreement is made between the Comfort Chamber of Commerce (hereinafter referred to as "COC") and _____, (hereinafter referred to as Lessee). This agreement is hereby acknowledged through accompanying signatures, dated the _____ day of _____, 2023, made between the Lessee and COC.

Contact Name: _____
Organization: _____
Address: _____ City _____ State _____
Home Phone: (_____) _____ Cell Phone: _____
Work Phone:(_____) _____ Email: _____
Onsite Event Representative: _____ Cell #: _____

This agreement covers the rental of the following services described below:

Date(s) Needed: _____ # of Guests Expected: _____
Areas to be Used: Indoor Pavilion ____; Outdoor Pavilion ____;Gazebo ____;BBQ Pits ____
Time of Event: _____ Set-Up Time: _____
Clean up Completed By : _____

Type of Activity: (Please explain) _____

*See Paragraph 5 for additional information

*Will alcohol be consumed during the event? Yes ____ No ____

*Will an admission fee or donations apply? Yes ____ No ____

Security Officers required (to be determined by Chamber based on Information provided by Lessee): _____

Actions needed prior to the event:

Main Street Gates Unlocked: _____ Outside Lights – BBQ Area: _____
Covered Patio Gates Unlocked: _____ Outside Lights – Gazebo: _____
Dumpster Unlocked: _____ Open Outside RR: _____
Outside Lights – Outdoor Pavilion: _____ Other: _____

PARK LEASE FEES:				SPECIAL ONE-DAY RENTAL: T-W-TH		
Name _____ Date _____						
RENTAL AREAS	LEASE	DEPOSIT	AMOUNT	LEASE	DEPOSIT	AMOUNT
INDOOR PAVILION	\$ 375	\$ 375	\$ 750	\$ 260	\$ 300	\$ 560
OUTDOOR PAVILION	\$ 100	\$ 75	\$ 175	\$ 70	\$ 75	\$ 145
GAZEBO	\$ 80	\$ 75	\$ 155	\$ 60	\$ 75	\$ 135
RENTAL TOTAL			\$			\$

Above Amounts are based on Cash or Check. Add \$20.00 to Lease Amount when paying by C/Card for Standard full price.

OTHER SERVICES	COST	DEPOSIT	AMOUNT	Fee for T-W-TH Recurring Events: <ul style="list-style-type: none"> • Based upon on agreed rate • Subject to cancellation when a conflicting non-recurring event takes place.
WALK-IN COOLER (2-day max) (Additional days \$25/ea.)	\$40 \$25/+day	\$ -	\$40	
BBQ PITS	\$50	\$75	\$125	
OUTDOOR ELECTRICITY	\$25	\$ -	\$25	Recurring Event Details:
(Beyond Standard Use) OUTDOOR WATER	\$20	\$ -	\$20	
(Beyond Standard Use) SECURITY OFFICER(S)	\$40hr/ea		\$	
OTHER-if \$40 Not available	\$50 hr/ea		\$	Full Price: CC Reduced: Ck/Cash
OTHER SERVICES-TOTAL			\$	
GRAND TOTAL			\$	

TERMS AND CONDITIONS OF PARK/PAVILION RENTAL AGREEMENT

1) RESERVATIONS: Reservations may be made by phone or in person at the COC office. Reservations are confirmed only by the execution of this COC Rental Agreement and payment of the required deposit. If deposit is not received in full, COC has the right to cancel this agreement and rent the facility to another applicant. The balance of the rental must be paid two weeks prior to the event. (If an event is booked less than two weeks prior, payment of deposit and lease is due in order to reserve the facility.) A key or combination code will be issued no sooner than one day prior to the event without an additional set up fee paid in advance. (If a Lessee’s check is returned unpaid for any reason by a bank, a \$50.00 returned check fee will be charged to Lessee and the COC will use all legal means necessary to collect payment of the check for services rendered by the COC.) Any exceptions to this rule must be approved by the COC Executive Director.

2) NON-PROFIT ORGANIZATION RESERVATIONS: A discount may be applied to rentals by Non-profit Organizations, depending upon the requested use. The Nonprofit Organization must present, or have on file with the COC, a current IRS 501(c)3 determination letter. The discount will

be off the base rental and does not exclude the organization from a security deposit requirement or other fees. Fundraisers are at designated rental fees shown herein.

3) SECURITY & CLEANING DEPOSIT: The required security and cleaning deposit must be paid to reserve the date of the event. The deposit shall be paid by check or cash. The amount of deposit may vary depending on the type of event and/or areas rented. (If a Lessee's check is returned unpaid for any reason by a bank, a \$50.00 returned check fee will be charged to Lessee and the COC will use all legal means necessary to collect payment of the check for services rendered by the COC.) In order to receive a full refund of the deposit, the Lessee must comply with all items on the cleanup checklist (last page on rental agreement), have caused no damage to the property, and have been compliant with alcohol, noise level, security requirements, and all aspects of this lease. The cleanup checklist will be completed by the Lessee and returned to the COC office or COC drop box with a key. The deposit will be refunded within 30 days after the event.

4) CANCELLATIONS: A forfeit of the security deposit per area will occur when cancellation is not given at least 30 days prior to the event. Such cancellation must be in writing to the COC and postmarked or delivered by the 30-day deadline. Any exceptions to this rule must be approved by the COC Executive Director.

5) ALCOHOLIC BEVERAGES: If alcoholic beverages are present and/or consumed at the event a licensed peace officer is required. The consumption of alcoholic beverages must stop at 11:00 pm (Central Time). Any consumption of alcoholic beverages after 11:00 pm (CST) is prohibited. If Lessee violates this policy, Lessee may forfeit the deposit and may face criminal charges. In addition, if 'No Alcohol' is checked and alcohol is present at the event, the deposit may be retained as a violation of the lease. Additionally, if alcohol is provided at an event where tickets are sold or a donation or tip jar is present, a TABC Temporary Permit to serve alcohol may be required. Information is available from the TABC. Website: tabc.state.tx.us. Phone: 512-393-7744.

6) NOISE LEVELS: Noise levels must be kept under control. All music must stop at 11:00 pm (CST). Amplified sound should be limited to eighty decibels outside the perimeter of the park. If a complaint is made, the sound measurement would be measured at the point of the complaint just outside the park perimeter. Sound will be measured for decibel levels at peak, not average. Failure to keep the peak sound levels at or below the required decibels will result in the forfeit of security deposit. Lessee may be required to turn off the music and/or vacate the premises and may result in a fine from the Constable or any Kendall County law enforcement officer.

7) EVENT SECURITY: If a uniformed licensed peace officer is needed for an event the COC will make arrangements with a licensed peace officer to work the event. The fee is \$40.00 per hour per officer, with a 3-hour minimum per event. (Fee is subject to change as per the Kendall County Sheriff's Office.) If it is determined that additional licensed peace officers are needed for the event, the Lessee will be charged the additional costs. **If a licensed peace officer determines an event is not safe, dangerous or threatening, the Lessee will be required to terminate the event and vacate the premises and may face criminal charges. If a licensed Security Service is used in lieu of a licensed peace officer, all the aforementioned information remains in full force and effect. The fee for the licensed Security Service will be set by the licensed Security Service and arrangements will be processed through the COC office.**

8) FOOD SALES: A Temporary Food Establishment Permit must be obtained if Lessee plans to sell food at their event. Obtaining the Food Permit, paying the non-refundable fee, completing the Kendall County and City of Boerne Temporary Food Establishment Permit Form and adhering to the Food Permit Compliance Requirements is the sole responsibility of Lessee.

9) PARKING: No parking is allowed beyond the designated parking area. The gate may be opened only to allow access to vehicles for loading or unloading necessary items, after which vehicles must be moved out of the park area and the gate closed. **No parking on the grass or on concrete patio/pavilion areas.**

10) ASSIGNMENT: This lease agreement may not be assigned by lessee to another party. Only the party or organization that the signee legally represents may use the rented facility as per this lease agreement.

11) NOTICE OF TERMINATION: Lessee agrees that a 30-day notice shall be given to COC as to the termination of this agreement. COC also agrees to provide a 2-week notice (or as deemed necessary) toward the termination of this agreement to the Lessee due to unforeseen emergency situations that may occur. Any exceptions to Paragraph 11 must be approved by the COC Executive Director.

The Lessee hereby acknowledges receipt and understanding of the current COC Park/Pavilion Agreement. Lessee agrees that he/she and his/her guests and invitees will be bound and abide by the aforementioned policy and agreement, and accepts responsibility for the conduct of his/her guests, invitees, and attendees, according to the rules contained herein. Lessee acknowledges that he/she has read and understands all the rules and that the COC Board of Directors/Executive Director may revise these rules and policy from time to time, and Lessee agrees that any revision shall have the same force and effect. The COC Executive Director will determine if Lessee or Lessee’s guests, invitees, or attendees have failed to abide by these rules.

The COC is not responsible for theft, damage by fire, water, accident, illness or any other causes during the term of this agreement. It is understood and agreed that the Lessee will hold the COC Board of Directors, employees of the COC or any other designee of the COC harmless from any liability, suit, destruction, injury, or claims caused by Lessee or Lessee’s guests or invitees or from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

It is the responsibility of the Lessee to adhere to all State and County requirements regarding masks, social distancing, and other COVID-19 related regulations. Lessor is not responsible for cleaning/ disinfecting facilities, or for any illness or accident that might in any way be linked to the event.

LESSEE SIGNATURE:

COC SIGNATURE:

Name (Signature)

Name (Signature)

Name (Please Print)

Name (Please Print)

Date

Date

PARK/PAVILION SETUP/CLEANUP CHECKLIST

In order to receive a full refund of the deposit, Lessee must comply with all the following items:
It is the responsibility of the Lessee to sanitize both before and after the event.

- a) Kitchen, hall, restrooms, and the outside area around the facility must be thoroughly cleaned after the event with all chairs and tables organized as they were found, with tabletops cleaned.
- b) No damages to the halls and grounds have been incurred due to the event because of use, occupancy, parking, decorations or any other means. If damages exceed the deposit amount, the cost of excess damages will be paid by Lessee.
- c) Fans and lights must be turned off.
- d) All doors must be locked and keys returned the following business day by 11AM to the COC Office or drop box, along with the cleanup checklist.

INSPECTION WILL BE CONDUCTED DAY AFTER EVENT

ITEM	LESSEE/DATE	COC/DATE
1. TABLES CLEANED & PUT BACK, WHEN USED		
2. CHAIRS CLEANED & PUT BACK, WHEN USED		
3. FLOORS SWEEPED/MOPPED IF NEEDED		
4. SPILLS MOPPED UP		
5. ALL DECORATIONS REMOVED		
6. ALL HANGERS USED FOR DECORATIONS REMOVED (STAPLES, NAILS, TAPE, ETC.)		
7. RESTROOMS CLEANED, IF USED		
8. KITCHEN/APPLIANCES CLEANED IF USED		
9. KITCHEN MATS REPLACED ON FLOOR		
10. ALL LIGHTS AND FANS TURNED OFF		
11. ALL TRASH IS REMOVED & PLACED IN THE DUMPSTER 11b. OUTDOOR EVENTS: ALL TRASH IS REMOVED & PLACED IN BARRELS		
12. BARRELS PLACED IN PROPER LOCATIONS		
13. FIRE EXTINGUISHERS INTACT*		
14. DOORS LOCKED **		
15. CLEAN BBQ PITS IF USED		

*If any of the above items are not completed (including sanitizing), the security deposit will be subject to forfeit or a reduction in the amount returned and additional fees charged to Lessee at the discretion of the COC Executive Director. **If it is determined by the COC that a re-inspection is needed, a \$30.00 fee will be withheld from the security deposit to again determine if all items have been completed in an acceptable manner.** If 'after event cleaning' has not been completed in an acceptable manner after a re-inspection, the remainder of the Security Deposit will be subject to forfeit. Condition of the park should be as it was at the initial time of the rental with all items in place, fixtures and all areas clean.*

*\$100.00 Charge for each fire extinguisher that is not intact

**\$35.00 Charge for each lock/key that is missing