

Landa Haus Rental Agreement

This is a Rental Agreement between the City of New Braunfels Parks and Recreation Department (CONB PARD) and _____ (LESSEE) for the use of the rental facility.

Terms and Conditions

Reservations

- Full payment is due at time the reservation is made, including a \$250 damage deposit. Acceptable methods of payment are cash, checks, Visa, MasterCard, American Express, and Discover. All checks are to be payable to the City of New Braunfels.
- **Deposit:** The damage deposit is refundable only if the facility is left in the same condition as it was received.
- All reservations must be made by an individual who is at least 21 years of age.
- Individuals and organizations reserving facilities must comply with all applicable rules, ordinances and laws. Failure to comply may result in denial of any subsequent use of facilities and/or forfeiture of the reservation fee. CONB PARD reserves the right to accept or reject any reservation request or to cancel a reservation at any time. The CONB PARD further reserves the right to terminate a reservation during the activity if conditions so warrant in the sole judgment of the staff. If a reservation is cancelled or terminated by the CONB PARD pursuant to this provision, then absolutely no refunds will be given.

Cancellation Policy

- All cancellations must be made in writing delivered by regular mail to 110 Golf Course Road, New Braunfels, TX 78130, or by email to parks@nbtexas.org. Cancellations made more than **two (2) weeks** prior to reservation date will be refunded in full, minus a \$25.00 handling fee. Cancellations made less than **two (2) weeks** prior to reservation date will not be refunded.

Hours of Operation

Full day rentals may not extend beyond 11:59 p.m. Hourly rentals may not extend beyond the stated end time of the rental. Set-up and clean-up time must be within the allotted reservation time. LESSEE is responsible for making sure guests leave the building at an appropriate time in order for LESSEE to finish clean-up before the rental end time. Arrangements must be made by the LESSEE to have all rental equipment picked up and removed from the Facility the same day as the rental before the rental end time. CONB PARD is not responsible for any damage or theft of items left by the LESSEE or LESSEE's guest.

General Facility Information

- **Tables & Chairs:** Tables and chairs are set to a standard floor plan prior to rental time. Tables and chairs must be returned to this original arrangement when the rental is complete. Tables, chairs, trashcans and other items in the interior of the building may not be taken outside. Tables or benches located on the Landa Haus patio may not be moved.
- **Custom Table & Chair Set-Up:** A custom arrangement is available for an additional fee. LESSEE must pay a \$75.00 fee and submit a layout at least one week ahead of rental for custom floor arrangements.
- **Staff:** Staff will be on-call during the entire rental period for maintenance emergencies. The staff member will not be available for set-up or clean-up of the Facility during rental hours.

- Rental of the Landa Haus is for the interior of the building and back patio only. LESSEE may not set up outside in public areas or sidewalks. Sidewalks, entries, and halls may not be blocked.
- LESSEE is responsible for providing all supplies as needed. No eating utensils, tablecloths, office supplies or any other supplies or equipment are provided. Restrooms are stocked with toilet paper, hand soap and paper towels.
- Facility temperature will be set no lower than 70 degrees and no higher than 75 degrees. Doors are to remain closed at all times.
- **Parking:** All parking in Landa Park is available on a first come, first served basis. Park activities and the summer season will create limited parking near Landa Haus. Guests need to be prepared to walk a distance to Landa Haus. Parking in any grass area is prohibited.

Decorations and Signage

Decorations may not be nailed, stapled or taped to any walls or doors. “Sticky tack” may be used. Glitter is prohibited. Pictures on the walls are not to be moved or removed. Open flames are prohibited. Throwing of rice, confetti, birdseed, sparklers, glitter etc., is not allowed. Exception: Birdseed only may be thrown outdoors. Immediately following the completion of the rental, all decorations, trash or other debris must be thrown away in the appropriate receptacles provided. Anything left behind will be thrown away. When in doubt about decorations deemed acceptable, LESSEE must consult with CONB PARD staff. Failure to do so may result in damages and/or excessive wear and tear. The cost to clean and repair will be deducted from the damage deposit.

Outdoor signage may not be staked into the grounds. Signage is limited to the day of the event and is only allowed within the following guidelines: A-frame signs no taller than four feet nor wider than three feet with a maximum area per side of twelve square feet. Signage must not obstruct a public sidewalk.

Alcoholic Beverage Policy

- If alcoholic beverages are to be served, made available, or brought by guests, LESSEE is required to provide two (2) City of New Braunfels uniformed police officers for the duration of the event. The CONB PARD may require uniformed officers due to other special circumstances.
- The LESSEE is responsible for contacting the New Braunfels Police Department, at (830) 221-4169 or nbpd@nbtexas.org to make the necessary arrangements for security at the Facility.
- If found in violation of this policy, rental may be shut down and the deposit will be forfeited.

Alcohol will be in the facility.

Alcohol will NOT be in the facility.

It is the responsibility of the LESSEE to notify CONB PARD if there is a change to the above selection.

Smoking

Smoking is not allowed in the facility or within five feet of the entrances, exits and operable windows.

Miscellaneous Policies

- Pets, excluding service animals, are not permitted inside the facility or back patio.
- CONB PARD is not responsible for items left behind, before, during or after a rental.
- CONB PARD staff may enter the facility at any time on any occasion.
- CONB PARD reserves the right to take photographs of rentals for its own records and for use in the future.

- LESSEE must make sure that the number of guests does not exceed the occupancy max for the facility.
- **Music** played inside the Facility should be kept at a volume to be heard only by the guests inside the Haus. By ordinance, music is required to cease at 10:00 pm.
- **Damage to Building.** In cases where property has been damaged or abused beyond normal wear, LESSEE will be billed for all damage and additional clean-up.
- **Storage.** Storage is not provided in the Facility. It is not available before or after a rental. All decorations, props, rented furniture, beverage dispensers and personal belongings must be removed at the end of the event.
- A minimum of one adult chaperone, age 21 or older, per twenty guests is required at all youth events.
- LESSEE must abide by all park rules and City Ordinances.

Clean-Up Responsibilities

- Clean-up is the LESSEE's responsibility. LESSEE is expected to provide adequate supervision to minimize spillage of food and beverages on the floors, tables and chairs during the rental.
- Lessee is responsible for all damages to the facility and/or equipment that occur as a result of the reservation. Individual making the reservation must be on site at all times for the length of the reservation. Failure to pay fees for damaged property will result in the loss of future reservation privileges.
- All or a portion of the security deposit will be withheld if the facility is not adequately cleaned or if damage occurs.
- LESSEE must finish the clean-up not later than the time the LESSEE has identified as the ending time for the rental. The LESSEE is responsible for the following cleaning duties:
 - All tables must be cleared of all items such as table linens, dishes, decorations, etc.
 - All tables and chairs must be returned to the original arrangement.
 - All trash must be take out to the dumpster located beside Landa Haus.
 - All decorations must be taken down and removed from the facility.
 - The kitchen area must be clean and returned to its original level of cleanliness.

Insurance Requirements

Rentals for public events will be required to provide insurance for public liability and property damage issued by a reputable casualty insurance company. Insurance must name the CITY OF NEW BRAUNFELS as a co-insured, with personal injury liability of not less than \$500,000.00 for any one (1) injury and \$1,000,000.00 for any one (1) accident, and property damage liability of not less than \$25,000.00. The insurance policy must state that the policy is primary insurance and the City's existing general liability coverage shall be considered excess coverage.

Fundraising

All rentals for public entertainment and fundraisers will be charged a fee of 20% of overall receipts in addition to the regular fees and charges.

Indemnification

Lessee hereby releases the City of New Braunfels from all damages and claims of every sort, whether to person or to property, arising incident from use of the premises, and agrees to hold the City harmless from any damage sustained by Lessee or by any of its agents, employees or invitees, including its patrons, and to indemnify the City against any and all claims for such loss, damage or injury, including attorney's fees. Lessee shall and will indemnify and save harmless Lessor (City of New Braunfels, its officials, agents and employees) from and against any and all claims, and against all



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costs, damages and expenses to which the Lessor may be put by any reason of any injury, or alleged injury, to person or property resulting or alleged to result from or to be occasioned by the acts or omissions of the Lessee or Lessor, whether negligent or otherwise, during Lessee's occupation and use of the leased premises, including restrooms, adjacent sidewalks, outdoor areas and parking lots. Lessee or its insurer shall make payment of any and all sums recovered against Lessor in any suit or suits arising from such alleged injury or damage to which the Lessor may be made a party, together with all costs, damages and expenses borne by Lessor in connection with the defense of such suits, all in a manner as to save Lessor harmless from any expense connected with actions and claims arising from Lessee's use or occupation of the leased premises, including restrooms and all adjacent sidewalks, outdoor areas, facilities and parking lots.

LESSEE agrees to abide by this Agreement and acknowledges having received a copy. LESSEE will be held financially responsible for any damage to the facility or equipment, which occurs through the LESSEES use of the facility.

Signature indicates LESSEE understands and agrees to the terms, conditions, restrictions and cleaning requirements stated above.

Date of Rental _____

Signature

Date

Print Name

Phone Number