



Lewisville Area Chamber of Commerce

551 Event Center

Rental Agreement

This Agreement is made and entered into this ____th day of _____, 2021, by and between the Lewisville Area Chamber of Commerce (here-in-after CHAMBER) and _____ (here-in-after GUEST). The Chamber facilities located at 551 N. Valley Parkway, Lewisville, Texas, are available to both CHAMBER members and non-members for meeting and events which receive approval in advance, which reserved the right to request a reservation fee, deposit, of \$500.00 (refundable, if building is left in satisfactory condition), or to refuse usage. The facilities to be rented are:

Main Hall:

The Main Hall can be used for large gatherings such as conferences, luncheons, receptions, and other events accommodating up to 120 guests.

The Lindsay Lounge:

The Retreat can be used for more intimate gatherings of 20+ such as meet and greets, bridal luncheons, small training sessions and after- hours mixers.

The Hive:

The Hive can be used for medium sized gatherings for up to 40 guests, such as training sessions, mixers, lunch and learns.

Please refer to pricing sheet for details.

1. Now, therefore, in consideration of their mutual promises and covenants herein contained and in consideration of the sum of \$____, plus deposit of \$500, to be paid by GUEST to the CHAMBER, it is hereby agreed:
2. GUEST shall be responsible and liable for all damages to premises, other than ordinary wear and tear, caused by the acts, intentional or otherwise, of anyone occupying the premises during a meeting or event planned to be held on the premise on Day/Time/Month, 2021. This includes but is not limited to permanent or semi-permanent markings or damages such as nail holes, staples, broken tables or chairs, holes in drywall, etc.
3. GUEST shall hold harmless and indemnify the CHAMBER, including but not limited to all costs and attorney's fees, which the CHAMBER or any of its officers, directors, or members might incur as a result of the use and occupancy of the premises by GUEST and people who may be on the premises on the date and time as set forth in Paragraph 1, here-in-above.
4. GUEST will/will not (circle one) use the kitchen facilities. If GUEST chooses to use kitchen facilities, it shall be the responsibility of the GUEST to employ qualified individual(s) to operate





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kitchen facilities. Please designate your representative who will supervise the operation of the kitchen facilities and the caterer (if applicable): _____

5. GUEST shall designate one member of its party, _____, to be responsible for locking doors, re-setting thermostats, turning off all lights and appliances, and ensuring building is left in satisfactory condition before leaving the CHAMBER premises and for returning keys to the CHAMBER office by noon on the following business day. **
6. GUEST has the option of paying an additional facility cleaning (if not already included in rental) of \$100 to cover tasks ensuring general cleanliness following an event. General cleanliness would include tasks such as vacuuming, sweeping, arranging tables back to order, mopping, etc. GUEST will still be responsible for all other items on the *Rental Agreement: Deposit Refund Checklist*. By GUEST choosing to pay the cleanup fee, the CHAMBER will have the responsibility of securing a CHAMBER approved individual or company for cleaning.
7. GUEST will not move any semi-permanent or large items in place in any of the CHAMBER facilities, including but not limited to entryway furniture, wall fixtures, etc. If these items are wished to be moved, please notify CHAMBER staff in advance of your request.
8. GUEST must be at least 18 years of age and provide a valid driver’s license or state-issued photo identification.
9. Either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:
A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
10. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, pandemic or act or threat of terrorism. In the event CHAMBER cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will: Immediately give Notice to GUEST via the Notice provisions detailed in this Agreement; and Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and excuse GUEST of any further performance and/or payment obligations in this Agreement.
11. **Insurance:** The undersigned renter must present a certificate of commercial general liability insurance policy with an available limit of \$1,000,000 aggregate/\$2,000,000 per occurrence and that said policy will be in force and in effect on the date (s) of the use of the above-described facility. Any alcohol service must include coverage for Host Liquor Liability. A copy of said certificate must be submitted to the Lewisville Area Chamber of Commerce with the application to rent the above-described facility. Certificate holder should read as follows:

The Lewisville Area Chamber of Commerce TX, It’s Officers, Officials, Employees and Volunteers
551 N Valley Pkwy Lewisville, Tx 75067

INITIAL: _____





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- 12. The laws of Denton County, Texas govern all matters arising out of or relating to this Agreement.
- 13. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.
- 14. The parties may amend this Agreement only by the parties' written consent via proper Notice.
- 15. Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

14. Email

a. CHAMBER'S Email: nina@lewisvillechamber.org

b. GUEST Email: _____

In witness whereof, we hereunto set our hand on the year and date first above written.

Nina Hernandez _____

Chamber Representative

Marketing & Event Coordinator _____

Title

Guest Representative

Organization/Title

Address:

Phone:

Email:

**Please refer to the Rental Agreement: Deposit Refund Checklist and checked off as completed to ensure the building is left in satisfactory condition

Rental Representative _____ Event Date: _____

NOTE: Refund of deposit is subject to all items on this list completed, as well as overall facility condition. **Damages to the facilities and/or failure to complete any of these to satisfactory condition is grounds for the forfeiture of your security deposit.** If severe, the retainer of security deposit is in addition to your responsibility and liability for damages to premises as outlined in Item 1 on the Rental Agreement Contract.





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Items returned and in good condition, if used or moved:

- Chairs and tables left in default layout
- Rectangular Tables N/A
- Round Tables N/A
- Hi-boy tables N/A
- Chairs N/A
- Linens N/A
- Decorations (vases, drink tins, coolers, etc) N/A

General Conditions:

- General Cleanliness, including floor N/A (if cleaning fee applies)
- Thermostat reset to 78 in warmer months, 70 in cooler weather months
- No permanent or semi-permanent damages (nail holes, staples, etc.)

Kitchen:

- General Cleanliness, including floor N/A (if cleaning fee applies)
- Appliances clean and turned off N/A (limited kitchen use or Kitchen Use 1)
- Kitchen items returned to proper storage N/A (limited kitchen use or Kitchen Use 1)
- Lights out
- Trash taken out
- Dishwasher and/or sinks not left running
-

Bathrooms:

- General Cleanliness N/A (if cleaning fee applies)
- Bathroom lights off
- Commodes and/or sinks not left running

Doors Locked:

- Front door – Main Hall Deadbolt
- Back door – The Hive
- Patio door
- Gallery Items untouched and undamaged

Deposit to be: Refunded Forfeited

Additional Notes:





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Date

I understand that cancellations made 7 days or more in advance of the event date, will receive a 100% refund of the deposit unless contract otherwise specifies. Cancellations made within 3 - 6 days will incur a 20% fee. Cancellations made within 48 hours to the event will incur a 30% fee.

Rental Representative

Date

