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RENTAL CONTRACT FOR PAVILION AND ACTIVITY CENTER
(Effective January 1, 2022)

Gem of the Hills, Inc., hereafter referred to as “GEM”, in consideration of rental fees, agrees to license _____, hereafter referred to as “Licensee”, for the temporary use of organization’s pavilion or activity center for a special event hosted by the Licensee under the terms and conditions set forth in this agreement.

Upon signing this application contract Licensee has paid the applicable security deposit, all of which may be refunded by mail to Licensee if Licensee cancels the reservation no later than one month prior to the scheduled date. The refundable security deposit is additional to the rental fee paid to GEM. Licensee agrees to pay the full rental 1 week prior to the reserved date. If applicable, Licensee agrees to pay to GEM the additional rental fee of 10% of the gross income from admission, entrance or vendor fees within 7 days following the event. In the event of natural disaster or catastrophic damage that renders the facility unusable for the Licensee’s event, GEM may cancel reservations and refund to Licensee all fees paid and GEM shall have no liability to Licensee.

To retrieve security deposit, Licensee shall leave the activity center or pavilion (as outlined in Check Out Agreement attached hereto) in good condition, clean, lights and water turned off, all exterior doors locked and all trash, including cigarette butts, removed from the facility and grounds and placed in trash bins outside with no evidence of any prohibited items that are listed on the guidelines for rental form or alcohol use without the required security officers. A representative of GEM will inspect the facility/grounds the next business day to determine satisfactory completion of clean up/compliance. Licensee shall be responsible for any damages that exceed the security deposit. ***Initial/date*** _____

This agreement does not grant license to sell alcohol on the property of GEM. Permission to sell alcoholic beverages must be obtained from the GEM Board of Directors in a separate addendum to this agreement and accompanied by an appropriate TABC license. Increase of deposit, onsite security, and/or supervision by GEM staff may be required during event at the sole discretion of GEM and expense of the Licensee.

GEM and its agent accept no liability for any personal injury, loss, cost or other damage arising out of the Licensee’s use of the facility or grounds on which it is situated. Licensee understands the foregoing and agrees to indemnify and hold harmless the GEM, its members, Board of Directors and agents from any loss, cost, damage or personal injury to Licensee and any third

party howsoever caused arising out of the use or rental of the pavilion, activity center and/or grounds.

Alcohol Clause: If alcohol will be served or otherwise allowed at your event, we require (at your expense) Security. It will be your responsibility to contact the Blanco Sheriff's Department at 830-868-7104 for Security according to their current staffing policy and hourly rate for each officer required.

Initial/date _____

The event Licensee is granted permission to hold is:

Revenue generating event Private Party Non-profit 501(c) Meeting

Event Date: _____

Event Description & Estimated Attendance:

Hours Facility will be rented:

Will alcohol be allowed or served by licensee at event*: (circle) **YES** **NO**

**If yes, security contract must be confirmed one week prior to the event.*

Actual Time of Event*: **Start time:** _____ **End time:** _____

**Please note that time required for set up and clean up must be part of time rented (e.g., will be included in calculation of final fee)*

Facility Rented: (circle) Pavilion Activity Center

Rental Rate: _____

Non-profit discount (if applicable) : _____

501(c)(3) EIN: _____

Total Rental Rate: _____

**The Balance of rental fee is due one week before event or reservation will be cancelled;
Security deposit is due when the date is reserved up to one year in advance.**

Name: _____

Email: _____

Address _____

Phone Number: _____

Deposit Payment date: _____

Method of Payment: Cash Card Check (include number) _____

Rental Payment date: _____

Method of Payment: Cash Card Check (include number) _____

I have read and understand all the terms and conditions of rental contract and rental check out. I accept and agree to all the terms and conditions.

Signature _____

Date: _____

(Effective January 1, 2022)