Rental Agreement: The Carleen Bright Arboretum
1 Pavilion Way Woodway, TX 76712
254- 399-9204 jschaffer@woodwaymail.org

Rental Agreement

Application Date: _____

Date of Rental:_____

Venue: Pavilion & Gazebo_____ Whitehall & Patio____ Gazebo only (Mon-Thursday 8-5)_____

Renting Party: (Individual, business, organization) _____

Authorized Representative: _____

Address: _____ City, State, Zip: _____

E-Mail Address: _____

Phone Number:_____ Alternate Phone Number: _____

Event/Purpose of Event_____ Event Start Time: _____

Time of Wedding:_____ Event End Time: _____

Of Guests: _____

Alcohol Served (please circle): Yes No

Bride's Name: _____ Groom's Name: _____

Phone Number: _____ Phone Number: _____

Bride's Mother's Name: _____ Groom's Mother's Name: _____

Phone Number: _____ Phone Number: _____

Rehearsal Option: Renting parties not wishing to secure the evening before with payment will be able to use the gazebo only, upon availability, and at the discretion of the Arboretum management.

Coordinator: _____ Florist: _____

Caterer: _____

Rental Co.:_____

Rental Co. Drop Off Time:_____ Rental Co. Pick Up Time: _____

***Note* Rental Company Drop Off and Pick Up times must be pre-approved by Carleen Bright Arboretum Staff**

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Carleen Bright Arboretum
RENTAL AGREEMENT

The undersigned (Renting Party) agrees to the terms and conditions of this Rental Agreement for –

a.) _____The Pavilion & Gazebo
b.) _____Whitehall Center & Patio
c.) _____Gazebo Only (only available Monday-Thursday 8:00 a.m. to 5:00 p.m.)
at The Carleen Bright Arboretum.

hereinafter referred to as "Premises."

1. All Rental Policies as adopted from time to time by the City of Woodway ("City") are incorporated herein and shall be observed and performed by Renting Party.

2. SAVING THE DATE: RESERVATIONS ARE CONSIDERED CONFIRMED OR VALID UPON RECEIPT OF DEPOSIT. The Deposit MUST be paid AT THE TIME OF RESERVATION. **Please note that the deposit includes ½ of the rental and therefore is $500 plus ½ of the rental.**

3. Deposits will be returned within thirty (30) calendar days after the last date of rental if all conditions of the Rental Agreement and Rental Policies are met. City of Woodway may deduct costs of damages, clean-up, expenses caused by failure to comply with usage regulations and this agreement, and any overtime for building use and personnel.

4. Renting Party shall be responsible for all loss and damage to the premises which occur during or as a result of Renting Party's use and/or occupancy of the premises. Renting Party shall return the premises to City in as good a condition as when received, normal wear from the lawful and reasonable use thereof excepted.

5. Articles or property left on the premises for more than thirty (30) days after the last date of rental will become the property of the City.

6. The rental fee is based upon the following Summary of Estimated Charges, to which Renting Party agrees. Final rental fee will be determined after rental ends and all charges are assessed.

SUMMARY OF ESTIMATED CHARGES

Deposit	$_____	_____	amt pd._____ date pd.
Pavilion & Gazebo*	$ _____	_____	amt pd. _____ date pd.
Whitehall Center & Patio*	$_____	_____	amt pd. _____ date pd.
Gazebo Only (Mon-Thurs)	$_____	_____	amt pd. _____ date pd.
Less 25%discount for 2 consecutive day rental	$ <_____>		
*Woodway Security Officer @ $30.00/hour	$ _____	*** paid to officer on day of event*	
Or			
Building Attendant @ $30.00/hour	$ _____		
Miscellaneous	$_____		
TOTAL DUE	$ _____		

* ½ of this amount in part of the deposit and must be paid at date of reservation.

7. The deposit is to be paid in full at the time this Rental Agreement is signed. The rental fee amount is to be paid in full thirty (30) days prior to the first rental date. **The deposit is non-refundable in the event of cancellation. If cancellation occurs less than thirty (30) calendar days prior to the first rental date, any additional *rental amount* paid above the deposit will be kept by the City.** Failure to comply with any provision of this Rental Agreement will result in forfeiture of the full deposit amount. Any deposit amount subject to refund will be refunded within thirty (30) calendar days after the last rental date, less any portion thereof subject to forfeiture, offset or deduction for failure to comply with the terms of this Rental Agreement or to cover additional charges. [As stated above, the deposit includes ½ of the rental. Therefore even if the cancellation takes place more than 30 days before the rental, ½ of the rental will be forfeited to the City as part of the deposit.].

8. Renting Party, by occupying the premises, shall be deemed to have accepted the premises in its "**AS IS**" condition "**WITH ALL FAULTS**" as suitable and satisfactory for the purpose for which the same is rented. **RENTING PARTY AGREES THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF ANY OTHER KIND ARISING OUT OF THIS RENTAL AGREEMENT.**

9. Renting Party shall use and occupy the leased premises strictly in accordance with the laws of the State of Texas and the laws and any applicable ordinances of the City and of any other governmental unit with jurisdiction. Renting Party shall not create, maintain, or allow a nuisance to exist on the premises.

10. City shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use and/or occupancy of the premises or any part thereof or caused by any defect in the premises, any building, structure or any other improvement thereon, or in any equipment or item therein, or caused by or arising from any act or omission of Renting Party or any of Renting Party's agents, employees, licensees, or invitees, or by or from any accident on the premises or other casualty or arising from any other cause whatsoever and Renting Party hereby waives in its behalf all claims and demands against City for any such loss, damage or injury.

11. RENTING PARTY DOES HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, CONSULTANTS, PROFESSIONAL SERVICE PROVIDERS, APPOINTED AND ELECTED OFFICIALS ("PARTIES RELEASED"), OF AND FROM ANY AND ALL DAMAGES, CLAIMS, DEMANDS, AND/OR CAUSES OF ACTION ARISING IN COMMON LAW, CONTRACT, TORT, STATUTORY OR UNDER ANY OTHER THEORY BROUGHT BY RENTING PARTY OR ANY OTHER PERSON OR ENTITY THAT MAY ARISE IN, ON, OR AS A RESULT OF THE USE OR OCCUPANCY OF THE PREMISES BY RENTING PARTY OR ANY OF RENTING PARTY'S AGENTS, EMPLOYEES, LICENSEES OR INVITEES. THE INDEMNITY HEREUNDER SHALL EXIST EVEN IF IT IS ALLEGED THAT THE PARTIES RELEASED ARE RESPONSIBLE IN WHOLE OR IN PART.THIS INDEMNITY SHALL INCLUDE ALL DAMAGES OF ANY KIND ASSESSED OR RECOVERED, COSTS, EXPENSES, LOSSES, LITIGATION EXPENSE, ATTORNEY'S FEES, WITNESS FEES AND COURT COSTS INCURRED BY OR AGAINST ANY OF THE PARTY RELEASED AS A RESULT OF ANY CLAIM OR CAUSE OF ACTION BEING ASSERTED AGAINST ANY PARTIES RELEASED ARISING IN WHOLE OR IN PART FROM RENTING PARTY'S USE OF THE PREMISES.

12. Renting Party acknowledges receipt of a copy of the City Rental Policies and Renting Party agrees to abide by all provisions thereof.

13. This Rental Agreement may not be assigned nor may Renting Party sublease any portion of the Premises.

14. The undersigned individual, if not signing this Rental Agreement as an individual, but in a represented capacity, hereby personally agrees to guarantee the full and faithful performance of all terms of this Rental Agreement by and on behalf of the person or entity represented by the person signing below.

_____ Dated _____

"Renting Party"

City of Woodway

By _____ Dated_____

SPECIAL REQUESTS:_____

I give permission for the staff of the Carleen Bright Arboretum to take pictures before my event.

Signature:_____

Date: _____

Do you expect out-of town guests to attend your event? Yes ____ No ____

Estimated number of guests who would potentially use Woodway hotels for lodging in conjunction with attending your event. _____.

Checklist for the Carleen Bright Arboretum
Please initial each policy

___ I understand that Kegs are not permitted on the Arboretum grounds. A $250.00 fine may be assessed for violation of this rule.

___ **Smoking is Prohibited** at the Carleen Bright Arboretum except in designated smoking area. The city of Woodway is a Smoke Free Campus. A 250.00 fine will be assed for smoking outside of the designated area.

___ I understand that open flame candles are not allowed unless special permission is granted in writing for the ceremony only, candles that are enclosed or floating are okay.

___ I understand that sparklers, rice, bird seed and plastic flower pedals (outdoors) are not allowed.

___ I understand that nothing is to be attached to the walls, beams or ceiling of the building.

___Cooking is not permitted under the covered patio at the Pavilion.

___ I understand the artwork at Whitehall Center is not to be removed from the walls, staff will remove 1 or 2 selected pieces upon request.

___ I understand that I am responsible for making sure all food trash is removed from the building.

___I understand I must pay a staff member of the Arboretum to be at my event at the rate of 30.00 per hour. This will be an attendant if the event is non-alcohol or an officer if alcohol is served.

___I understand that the arboretum does not provide any furniture for outdoor use.

Revised 10/15