

**Travis County Emergency Services District #2  
Agreement for Rental of Pfluger Hall**

**DATE WILL NOT BE RESERVED / BOOKED UNTIL FULL DEPOSIT AND  
COMPLETED RENTAL AGREEMENT ARE RECEIVED**

This Rental Agreement (the “Agreement”), by and between Travis County Emergency Services District No. 2 (“Lessor (ESD)”) and (“Lessee”) (together, the “Parties”) is as follows:

WHEREAS, the Facility, as of December of 2004, is owned and operated by Lessor, Travis County Emergency Services District #2 (ESD), and Lessor (ESD) desires to maintain the Facility as a meeting place and to continue to apply the proceeds to support ongoing fire and emergency projects;

NOW, THEREFORE, the Parties agree as follows:

**1. SCHEDULED EVENT.**

a. Lessor (ESD) agrees to present the Facility in clean and usable condition for use by Lessee.

b. Lessee agrees that use of the Facility is subject to the terms set forth in the entire Agreement and will be limited to the function and times described as follows (the “Event”):

Lessee: \_\_\_\_\_ Date of Function: \_\_\_\_\_

Address: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_ Type of Function: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Estimated # of People: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Alcohol Consumed: Yes  No

Mobile: \_\_\_\_\_ Food Served: Yes  No

c. Lessee agrees that Facility preparation and/or decoration and provision of food and/or beverages are the sole responsibility of Lessee.

**2. USE PERIOD/EXCLUSIVITY.**

a. Subject to Lessor (ESD) consent, the period of use by Lessee( together the “Parties”) the “Use Period” will include a period of time between 8:00 a.m. and 12:00 midnight (weekend) and 8:00

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a.m. and 10:30 p.m.(weekday). All guests, including musicians, caterers, decorators, etc., must vacate the facility by that schedule. Failure to vacate by schedule will result in additional charges to the Lessee.

b. Lessee shall at no time enter the Facility without permission from Lessor (ESD) except during the Use Period or other times, if any, permitted in accordance with the Agreement.

c. Lessee’s use of the Facility is not exclusive, and Lessor (ESD) and any employee or agent of Lessor (ESD) may access the Facility at any time for any purpose.

**3. DEPOSIT / FEES**

**a. Security Deposit.**

A security deposit (the “Deposit”), in an amount determined according to the Fee Schedule set forth in section 3.b. below, is due upon execution of the Agreement to reserve the Facility and to secure Lessee’s performance under this Agreement. The Deposit is separate from the Fees, as hereinafter defined, and Lessee may not have the Deposit applied to the amount of Fees due.

**b. Fees.**

The Amount of the Deposit and other fees (collectively, the “Fees”), will be determined according to the following Fee Schedule:

	<b>Weekends</b> (Friday - Sunday) 8:00 am - Midnight	<b>Weekday</b> (Monday - Friday) 8:00 am - 6:00 pm	<b>Weekday</b> (Monday - Thursday) 6:00 pm - 10:30 pm
Deposit	\$500	\$250	\$250
Base Fee	\$1,950	\$100 per hour minimum of 4 hours	\$750 4.5 hour rental
Additional Fee		\$250 Security if alcohol	\$250 Security if alcohol

\* Weekend events may not extend rental period beyond midnight (no exceptions)

\* Weekday events may not extend rental period beyond 10:30 pm (no exceptions)

**c. Payment.**

The base fee for the use of the Facility (the “Base Fee”), as determined by the Fee Schedule above, is payable by Lessee at least thirty (30) days prior to the Event. Failure to pay the Base Fee in full by the due date will result in forfeiture of the Deposit and termination of the Agreement, in which case any partial Fees paid by Lessee, (less deposit) will be refunded. See cancellation policy at section 7.0.

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Any Additional Fees resulting from extended use in accordance with the above Fee Schedule are payable by Lessee at least thirty (30) business days from the date of the Event.

Any additional charges assessed for damage, or injury are payable by the Lessee within three (3) business days from the date of the Event.

Payments must be received by Lessor (ESD) by the applicable due date at Lessor (ESD)'s offices at: 203 E. Pecan Street, Pflugerville, Texas 78660.

**4. RULES AND PROCEDURES.**

**a. ALCOHOL USE.**

Lessor (ESD) reserves the right to prohibit the use or service of alcohol at any function in its sole discretion. Consumption of alcohol on the property is allowed only with Lessor (ESD)'s permission, by prior arrangement, and only inside the building. Alcohol may not be consumed in the parking lot or driveway of the Lessor.

Lessor (ESD) shall pay for police officers to be present at such time as alcohol is served at the Facility, limited to six hours per function. **Lessee shall not serve alcohol without officers being present.**

Failure to notify the Lessor (ESD) of alcohol usage in advance will result in the forfeiture of the Lessee's entire deposit. The Lessee is responsible for ALL alcohol consumption on the premises, including alcohol brought onto the premises by guests or other persons.

Any alcohol not served by licensed personnel, per below, along with the user(s), is subject to removal by the Lessor's personnel.

Lessee agrees to arrange and to pay for certified servers and/or caterers licensed to serve alcohol. Such servers shall hold a Texas Alcohol Seller Training (DRAM) class certification. Server must have current certification identification on their person while serving. Security personnel will check the server permit and will not allow serving of alcohol by anyone except the certified server.

Alcohol will not be permitted at functions for, or serving primarily underage guests, as determined at the sole discretion of Lessor (ESD). Underage drinking will not be tolerated. Failure to comply with this paragraph constitutes an event of default and will result in the immediate termination of the Agreement.

b. Lessee must not cause or permit the Facility to be used in any way that constitutes a violation of any law, ordinance, rule, requirement or government regulation or order, or in a way that annoys or interferes with the rights of Lessor (ESD), or that constitutes a nuisance or waste, and includes exceeding posted occupancy of the building.

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c. By initialing in the spaces provided below, Lessee acknowledges its agreement to comply with the following additional rules and procedures adopted by Lessor (ESD) concerning use of the Facility:

       Kitchen facilities are intended for warming and serving of food and drinks only. Use of gas fueled cooking devices is absolutely prohibited. Preparation of food must be done outside the facility.

       Tape must not be applied to light fixtures, fans or walls, and any tape applied to tables or chairs must be completely removed.

       Use of staples and nails is prohibited.

       Existing items may not be removed, altered, nor may other items be attached to the interior of the building using any means.

       Smoking is prohibited inside the building.

       Tables and chairs must remain inside the facility. Placing tables and chairs on the dance floor is permitted only with prior permission.

       In order to preserve the integrity of the wood and concrete flooring, tables, chairs, boxes or other items may not be dragged across the floors.

       Noise from music and guests must be maintained at a reasonable level. In the event of complaints to the Pflugerville Police Department based on excessive noise from music or guests, the function may be terminated at the sole discretion of Lessor (ESD).

       Lessee must vacate the Facility (including kitchen and bathrooms and the outside of the Facility) in substantially the same condition of the Facility prior to Lessee's use of the Facility and must ensure that all decorations, garbage, boxes, food (including canned items, items in the refrigerator, and items provided by caterers/servers) are properly disposed of. The dishwashing facilities at the Facility will not handle food waste or grease. Trash may be disposed of in the dumpster behind the Facility.

**IF LESSEE FAILS TO REMOVE ALL ITEMS FROM THE FACILITY, AN ADDITIONAL FEE WILL BE CHARGED FOR REMOVAL. LESSEE WILL BE LIABLE FOR ANY EXTRAORDINARY CLEAN-UP COSTS AND ALL NECESSARY REPAIRS.**

       All guests, including musicians, caterers, decorators, etc., must vacate the facility by 12:00 midnight. Failure to vacate by midnight will result in additional charges to the lessee.

       The number of guests must be limited to the number indicated in the Agreement. In the event the number of guests exceeds the number indicated in the Agreement, the Fire Marshal may restrict or terminate the function at its sole discretion.

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- Lessee must not have in the Facility any article or thing of a dangerous, flammable, or explosive character, including, but not limited to, firearms or fireworks of any kind.
- No candles or other open flame devices can be used as decorations. This includes floating candles and candles in enclosed containers.
- Confetti, glitter, or other shredded materials are prohibited.
- Only birdseed may be thrown at wedding receptions and only on the outside of the building.
- No animals of any kind, other than those used by the visually impaired are allowed on the premises at any time.
- Lessee will be responsible to secure the Facility when leaving if Lessor (ESD) or Lessor (ESD)'s representative is not present.
- No fog / smoke machines are allowed inside the building. Emergency lighting and alarm system will alert if such machines are used.
- Use of balloons is discouraged. Lessee will be responsible for any fan motors damaged due to tangled balloons, or for removal of balloons from ceilings or air conditioner vents. Lessee will be charged for damage or removal of balloons from facility.

**5. DEFAULTS.**

Lessee will be in default of the Agreement if Lessee fails to fulfill any material obligation or term under the Agreement. Lessee default will entitle Lessor (ESD) to terminate the Agreement and retain the Deposit. If the default and termination occur on the date the event is scheduled to occur or during the progress of the Event, Lessee will be liable to Lessor (ESD) for all Fees.

**6. REFUND OF DEPOSIT.**

The Deposit will be returned by mail within seven (7) business days after the Event, subject to Lessee's fulfilling all obligations under the entire Agreement, and provided that there is no damage or injury to the Facility or the property on which the Facility is situated. Lessor (ESD) may apply the Deposit to repair any damage or injury, or to pay any expense or liability incurred by Lessor (ESD) as a result of Lessee's use of the Facility.

Any charges for damage repair, additional time used, etc, may be deducted from the Lessee's deposit refund.

**7. CANCELLATION.**

Lessee must notify Lessor (ESD) of cancellation at least forty-five (45) days prior to the scheduled Event. In the event Lessee fails to provide at least 45 days' notice, Lessee will not be entitled to complete refund of the Deposit.

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Cancellation with less than 30 days notice will result in loss of all fees and deposit.

**8. INDEMNITY REGARDING USE OF PREMISES.**

Lessee agrees to indemnify Lessor (ESD) against and hold Lessor (ESD) harmless from any and all costs, claims or liability arising from:

- (a) Lessee's use of the Facility;
- (b) The conduct of Lessee or its guests or anything else done or permitted by Lessee to be done in or about the Facility;
- (c) any default in the performance of Lessee's obligations under the Agreement;
- (d) any misrepresentation by Lessee under the Agreement; or
- (e) any negligence, gross negligence, or intentional misconduct of Lessee. Lessee will be responsible for any reasonable legal fees or costs incurred by Lessor (ESD) in connection with any such claim. Lessee assumes all risk of damage to the Facility or injury to persons in or about the Facility arising from any cause, unless caused by other persons not associated with Lessee or caused by Lessor (ESD)'s gross negligence or willful misconduct, and Lessee waives all such claims against Lessor (ESD). Lessor (ESD) is not liable to Lessee for acts of God or condemnation proceedings rendering the Facility unusable by Lessee, and such will result in automatic rescission of the Agreement. As used in this section, the term "Lessee" includes Lessee and Lessee's guests or other invitees or representatives in any capacity. This provision will survive any termination of the Agreement.

**9. ASSIGNABILITY.**

Lessee may not assign its interest(s) or obligations under the Agreement, without the prior written consent of Lessor (ESD).

**10. DISCLAIMER OF WARRANTIES.**

THERE ARE NO WARRANTIES WITH RESPECT TO THE FACILITY, EITHER EXPRESS OR IMPLIED, AND LESSOR (ESD) EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT THE FACILITY IS OR WILL BE SUITABLE FOR LESSEE'S INTENDED PURPOSES.

**11. NOTICE.**

Notices under this Agreement must be in writing and may be given by regular mail, personal or hand delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Notices must be addressed as follows:

LESSOR (ESD): LESSEE:

Travis County ESD No. 2  
203 E. Pecan Street  
Pflugerville, TX 78660

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12. GOVERNING LAW.

This Agreement will be construed in accordance with the laws of the State of Texas.

13. ENTIRE AGREEMENT/AMENDMENT.

This Agreement contains the entire agreement of the parties.

14. SEVERABILITY.

If any portion of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

15. WAIVER.

The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

LESSOR (ESD):  
TRAVIS COUNTY EMERGENCY  
SERVICES DISTRICT NO. 2

LESSEE:

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Terry Struble, President

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**In order to receive full deposit refund, the following items must be verified at the close of your function:**

**Function End: All of the following must be completed, and everyone, including musicians, must be out of the hall by midnight\*.**

**Tables:** Cleared, no tape, no damage

**Chairs:** All present, No damage.

**Trash:** All trash cans emptied, bags taken to dumpster.

**Bathrooms:** No damage, No graffiti, Fixtures undamaged.

**Kitchen:** Sinks cleared of food and refuse, refrigerator clean and emptied, warming oven clean and empty.

**Walls:** Undamaged, no nails, staples, blemishes, paint intact

**Fans:** No damage; tangled streamers, ribbon, etc.

**Stage Carpet:** No spills, spots, or tears

**Dance floor:** No gouges, or scrapes

**PA / Video System:** Microphone and screens working, undamaged.

**Thermostats:** Undamaged, cases intact.

**Parking Lot:** No trash on lot.

\*If your function finishes before 11:45 P.M., call the monitor to check out.

Sign: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Received by: \_\_\_\_\_  
(Pfluger Hall Rep)