



The Center For Active Adults 55 +

Lease Agreement

Kronkosky Place welcomes your interest in renting our facilities. We encourage you to ask questions about your rental contract, tour the facility before the date of your rental, and above all to enjoy our lovely facilities. For rental information, please contact John Green, at 830-249-2114, Monday through Friday 8:30 am – 3:30 pm. You may also contact John by email – john@rainbowseniorcenter.com

Reservations:

- Reservations may be made a maximum of twelve (12) months prior to the desired date, and will be accepted at the discretion of the Center staff. All reservations must be made in person; and will be accepted by written application only; no phone reservations will be accepted.
- The individual signing this Lease Agreement must be at least 21 years of age, and must be in attendance at the function for the duration of the scheduled activity.
- No group may assign its space or reservation to another group.
- The individual signing this Lease Agreement is responsible, and shall be responsible, for any loss or damage to the property during the rental. The renter is fully responsible for any damages based upon actual repair or replacement costs.
- Individuals and organizations making a reservation and using this facility must comply with all the rules of the facility, as well as all City, State and Federal laws, ordinances and policies. This includes City of Boerne Ordinance # 2003-07, which relates to noise and sound regulations; and City of Boerne Ordinance # 96-02, which prohibits smoking anywhere in this facility.

Time Reserve:

- Reservation *must include* time needed for set-up, decoration, deliveries, preparation, and clean-up.
- Parties arranging for building use are responsible for their own set-up and clean-up.
- No refunds will be given for vacating the facility prior to the contract time.
- If the facility is not vacated by the contract time, additional charges will apply.
- Renter must have everything cleaned up and off the premises by the rental ending time and/ or must vacate the premises by 12 o'clock midnight of the event.

Rental Fees:

- Upon the execution of the rental agreement 50% of the total rent must be paid. The balance of the rent must be paid in full 30 days prior to the event.

Damage Deposit:

- Renting the facility requires a deposit of \$250 for reserving events without alcohol and a \$500 deposit for events serving alcohol.
- If the renter is not a Texas resident an additional deposit amount will be due.
- The damage deposit is due at the time the Lease Agreement is executed.
- Deductions from the deposit will be made for damage to the facility or Center's equipment, improper cleaning of the facility, or use of facility outside of the contracted hours.
- Renter will be held liable for actual damages and billed for excessive damages above the deposit amount.
- The deposit will be returned via mail four weeks after the date of the rental unless other arrangements are made.

Cancellations:

- In the event of cancellation, Kronkosky Place is under no duty or obligation to refund the rent paid or any other amounts paid or to re-rent the facility.
- Should the facility be re-rented, only those fees recovered may be returned.

Alcohol Beverages:

- Kronkosky Place does not have a liquor license, so the renter must contact the Kendall County Clerk's office at 830-249-9343 to make arrangements to sell alcoholic drinks, whether by the drink or through an admission charge.
- If the renter uses an outside caterer, and plans to serve alcohol at the event the caterer must supply their TABC License #.
- For any activity where alcoholic beverages are to be consumed, there must be a State Certified Peace Officer on duty for the entire event.
- Remember that you are responsible for the conduct and behavior of your guests and anyone leaving the function under the influence of alcohol. You are responsible for knowledge of the Texas Alcohol Beverage Commission laws as they pertain to your event. Please make sure your guests drink responsibly. Underage drinking is strictly prohibited.
- Serving alcohol without proper approval, outside the defined conditions, and/or in violation of any of the above rules or requirements, may result in a citation by Police, immediate shut down of your event, forfeit of the deposit, and/or additional fees.

Event Security:

- Security is mandatory at all events, and is determined and scheduled solely by Kronkosky Place. For standard rentals, security is required from one hour prior to the arrival of the guests and until the Clients and all outside vendors have left the property.
- The Center will schedule an Off-Duty State Certified Peace Officers at the renter's expense at \$30 per hour from the Kendall County Sheriff's Department, Fair Oaks Police Department and/or the Boerne Police Department.
- For any event that is planned for minors, the ratio of chaperones to minors is recommended to be 1:5; and we require that it be at least 1:10.

Facility Monitor:

- A Facility Monitor will welcome you at your scheduled start time and will be in the building during scheduled rental. The Facility Monitor is available to answer your questions about the building and will help you during the event. The Facility Monitor is not responsible for helping you in set-up or clean-up.
- Renter should check with the Facility Monitor as soon as possible upon entering the facility, and should check in with the Facility Monitor periodically throughout the time of rental.
- The Facility Monitor will check periodically on the attendance numbers, types of activities, etc. and has the authority to notify public safety officials if the need arises.

Liability:

- The renter agrees that Kronkosky Place shall not be liable to renter's members or guests who may sustain injury to their person or loss of property while in the building or on the property.
- A Certificate of Insurance must be provided upon the execution of this lease. Your personal insurance agency can assist you in obtaining Public Liability Insurance.
- The renter shall be responsible to Kronkosky Place for all damage done to the property or building and its contents.

Equipment:

- Any equipment brought in by the applicant/renter must first be approved by the Center staff.
- The Center does not provide extension cords or ladders.
- The renter must remove all equipment/ supplies at the end of the rental time. The center is not responsible for any property and equipment that is left at the facility following the rental.
- The renter and/or the renter's outside caterer are permitted to bring pre-prepared food into the facility. There are no kitchen facilities available for food preparation without a separate kitchen rental agreement and the payment of an additional fee.
- The renter and/or the renter's caterer are prohibited from using any of the center's dishes, utensils, supplies, equipment, paper goods, etc. The renter is permitted to use the service refrigerator, the sinks and the countertops only.

- The renter and /or the renter's caterer are responsible for leaving the kitchen in a clean and orderly state. Trash must be bagged, tied and placed in a central location. All counters, sinks and floors must be wiped clean and cleared of trash.

Decorating policy:

To help ensure the return of your damage deposit it is suggested that the renter discuss their decorating plans with the Center's staff.

- The renter is responsible for providing their own decorations.
- All decorations must be removed from the facility by the end of the event reservation time as stated in the contract. This includes all balloons.
- The renter is responsible for the table/chair setup and take down, and area clean-up.
- Nothing can be hung from the ceiling or the walls without staff approval.
- No thumb tacks, nails, staples, tape or other articles that could mar the building surfaces are allowed.
- No banners or signs promoting the event can be hung or displayed on the exterior of the building.
- Confetti, sparkles, glitter or rice are not permitted either inside or outside the building.
- Birdseed is permitted in the parking lot area only.
- Dance Wax is not permitted on any floor in the facility.
- Candles, lamps and other decorations with an open flame are permitted only if the flame is in a protective device such as a globe, a hurricane glass or a votive-type holder. No exposed flames are permitted.
- All table decorations must be non-combustible.
- The Center's staff will not accept delivery of rental materials on behalf of the renter.
- The Center's staff will not provide assistance in setting up, or carrying supplies or other materials for the renter.

Clean-up:

Renter is responsible for area clean-up which includes the following:

- Tables and floors must be cleared of trash.
- Trash must be bagged, tied and placed in a central location.
- Renter must clean up all spills. The facility monitor can direct you to the proper equipment.
- Renter will be responsible for removing excessive trash in parking lots, patio areas, landscaped areas or any other common areas that are used during the event.

Code of conduct:

- Only areas specifically stipulated in the contract shall be used for any event. Smoking or disruptive conduct within the Center are not permitted. Parties arranging for building use are responsible for damage to the property and equipment of the Center.
- For events geared especially toward teenagers, we require that you take a special care in following these building rules. The ratio of chaperones to teen guest is recommended to be 1:5, and we require that it be at least 1:10. Renter should take special precautions to screen out uninvited guests. Renter is required to ensure that guests have transportation out of the area at the end of the event. We remind you that you may be financially and legally liable for the behavior and well-being of everyone you admit to your event.
- We are a 501 (c) (3) private non-profit, not a commercial rental center. If you believe that you or your guests will have trouble abiding by these rules, then we respectfully suggest that your needs may be met elsewhere.

NOTE: The Kronkosky Place reserves the right to change or cancel any part of a use agreement if the renter does not comply with the above listed policies. The center shall have no liability for loss, additional expenses or inconveniences caused by weather, power outages, emergency situations or for any other reason. Kronkosky Place is not responsible for personal property.

I acknowledge that I have read and understand these Policies. I understand that I may be financially and legally responsible for the behavior and well-being of myself, my event, and my guests.

Name: _____ **Phone Number:** _____

Signature: _____ **Date:** _____

Kronkosky Place Staff Signature

Name: _____ **Title** _____

Signature: _____ **Date:** _____

A copy of this agreement will be provided to the Renter with all attachments and one will be maintained in the Kronkosky Place Office.