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30 S. HOLLAND  
BELLVILLE, TEXAS 77418

## TURNVEREIN APPLICATION

Date: \_\_\_\_\_ Date of Rental: \_\_\_\_\_

Name of Renter: \_\_\_\_\_

Address: \_\_\_\_\_

Texas Drivers License: \_\_\_\_\_

Home Telephone: \_\_\_\_\_

Work Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

Purpose Turnverein will be used: \_\_\_\_\_

\_\_\_\_\_ \$300.00/per day rental fee

\_\_\_\_\_ \$300.00/cash deposit for key return and cleaning

\_\_\_\_\_  
Signature for receipt of "Rules and Regulations"

\_\_\_\_\_  
Date

REVISED 2-20-08

## TURNVEREIN RENTAL RULES AND REGULATIONS

### GENERAL PROVISIONS

The Renter hereby agrees to rent the premises and the buildings owned by the City of Bellville, Texas, known as the Turnverein located at the Bellville City Park, on \_\_\_\_\_, for a fee of \$ \_\_\_\_\_.

**The Renter must cancel at least two weeks prior to rental date in order to receive a refund of rental fee.**

The Renter agrees that he will forfeit the deposit if, in the opinion of the City Administrator, the Renter has failed to fulfill any of the obligations imposed under this contract. In addition to the deposit, the Renter shall be responsible for any damage caused by the negligence or deliberate act of himself, his guests, or invitees. Renter shall maintain the building in good condition, reasonable wear and tear accepted.

In the event of damage, the City shall promptly make such repairs as necessary to restore the property to its original condition, reasonable wear and tear excepted, at the Renter's expense. The City makes no representation, express or implied that the premises is fit or suitable for any activity.

Conduct and consumption of alcoholic beverages will be the responsibility of the reserving party and non-compliance with Rules and Regulations or conduct problems will result in immediate revocation of use privileges and/or appropriate court action.

The Renter shall be responsible to maintain order among his guests at all times. In the event alcohol is sold/ provided for/ or consumed two uniformed security officers shall be present at all times.

The premises shall be used only by the Renter and this agreement may not be assigned, transferred or taken out for the benefit of a third party. The premises may not be used for any lewd, vulgar, or illegal purpose and no sexually oriented business may be conducted on the premises at any time. No illegal drugs shall be permitted on the premises. Renters shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for an unlawful purpose. The premises shall be maintained in a neat and orderly manner at all times. **Any violation of this provision that is observed by personnel of the City of Bellville shall be grounds for immediate termination of this agreement and the Renter will be ordered to vacate the premises.** The Renter will

not be eligible to rent the building again and will forfeit all rent and deposit paid. The City reserves the right to reasonably inspect the premises at anytime.

The Renter does hereby release, indemnify, save and hold harmless the City of Bellville, Texas and its elected and/or appointed officials, agents and employees from all suits, actions, losses, claims, damages or expenses, including attorney fees, and exemplary damages, of any character, type or description, brought or made for or on account of any damage or injury received or sustained by myself or any person or persons or property arising out of, or occasioned by my renting City property.

Such claims, damages, losses, and/or expenses made the subject of this Agreement are to include, without, limitation, claims for bodily injury, sickness, disease, bodily injury to or destruction of tangible property, real or personal, including the loss of use resulting there from.

This Agreement shall remain in force until such time as either party shall give written notice of cancellation thereof. It is expressly understood that this is a full release of any and all claims and any liability that may arise under said rental.

#### MISCELLANEOUS PROVISIONS

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Austin County, Texas.

The agreement shall be binding to the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise expressly provided herein.

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. If, for any reason, the trustee shall be required to join in this lease to effect a binding agreement, the Lesser agrees to permit and/or require the trustee to execute the lease and to appoint a substitute trustee if for any reason the current trustee is unable or refused to join the lease.

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between parties.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of the agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party, which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

The parties hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto, his heirs, executors, administrators, legal representatives, successors or assigns by reason of a failure to perform any of the obligations under this agreement. Therefore, if a party hereto, his heirs, executors, administrators, legal representatives, successors, or assigns shall institute any action or proceedings is brought hereby agrees that specific performance may be sought and obtained for any breach of this agreement.

This agreement and all other copies of this agreement, insofar as they relate to the rights, duties, and remedies of the parties, shall be deemed to be one agreement. This agreement may be executed concurrently in one of more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### DIRECTIONS FOR USE

1. All switches in the electrical panel box are labeled. Turn on only those switches that are needed and turn them off when you are finished. Do not turn off main breaker or heater switches. Individual heater switches are located on the wall directly behind the heater.
2. Close and lock or hook all doors and windows.
3. DO NOT bring outside trash barrels inside the building. There are trash cans provided inside the pavilion for your convenience. Please use them and follow clean-up instructions on the following page.
4. All tables and chairs that are used will be put back in the storeroom. If the fold down tables along the walls are used, they need to be raised and chained back. DO NOT REMOVE ANY TABLE OR CHAIRS FROM THE TURNVEREIN.

5. There is a drink cooler provided in the kitchen. Do not put ice in the metal barrels in the building. Plastic cans and barrels will be permitted in the kitchen area only.
6. DO NOT USE ANY ELECTRIC HEATERS.
7. DO NOT ATTACH ANYTHING TO THE CEILING OR ANY CEILING FIXTURES, CEILING HEATERS, OR CEILING FANS. This includes balloons, banners, decorations, etc...
8. Do not change out light bulbs or hang anything from light fixtures or ceiling fans. Use the breaker box to turn lights and fans on.
9. NO SMOKING OR TOBACCO PRODUCTS OF ANY KIND ALLOWED INSIDE BUILDING IN ACCORDANCE WITH CITY ORDINANCE.

#### CLEAN - UP

1. MUST BE COMPLETED NO LATER THAN 8:00 A.M. THE FOLLOWING MORNING.
2. Sweep the entire Pavilion. This includes the dance floor, kitchen, restrooms and entry. Brooms are provided in the storeroom just inside the north entrance. Any stains or spills on the floor must be mopped.
3. Wipe all tables that are used.
4. Gather all trash from the building and place in OUTSIDE barrels provided. Do not move the trashcans from the inside of the Pavilion to the outside. The Pavilion will be checked before and after it is used. If the bldg is not cleaned, all or part of the deposit will be forfeited. The Pavilion is maintained by the City of Bellville. Please help us to keep the Pavilion and surrounding grounds a place that can be enjoyed by everyone.

#### REMINDER

1. A \$300.00 **cash** deposit must be made at the time you pick up the key.
2. You must pick up the key before 4 pm on Friday,  
\_\_\_\_\_.
3. Your rental begins at 8:00 am and ends at 7:59 the following morning.