### HARRY HAFERNICK RECREATION CENTER

## **Brackenridge Park & Campground**

Lavaca-Navidad River Authority 891 Brackenridge Parkway Edna, Texas 77465

#### RENTAL INFORMATION AND AGREEMENT

The Harry Hafernick Recreation Center Auditorium multi-use facility is available for Brackenridge Park & Campground users, as well as other individuals, groups, business and/or corporate activities.

Guidelines have been established for the protection of the facility and its users. Your cooperation in abiding by these guidelines will greatly assist their proper administration.

**RESERVATIONS:** Contact the Brackenridge Park Office at (361) 782-5456 or brc@lnra.org.

Physical Address: 891 Brackenridge Parkway, Edna, TX 77957 Office hours are: Monday - Friday 8:00a.m. – 5:00 p.m.

> Saturday 8:00 a.m. – 4:00 p.m. Sunday By appointment only

Your reservation must be secured with a valid credit card. The card will be charged the required deposit at time reservation is made. All bookings will incur a \$3.50 booking fee. All payments made with a debit/credit card, there will be an additional processing fee of 2.7% plus 15 cents added to the transactions.

#### **RENTAL FEES**

D. Oliv.	Rate:	Deposit	Rate: Sat-	Deposit		
Facility	Mon-Fri	Required	Sun	Required		
Auditorium & Kitchen						
Individual or Business	\$450.00	\$150.00	\$550.00	\$250.00		
Non-Profit or Government	\$275.00	\$50.00	\$450.00	\$150.00		
Decorating-day before event	\$200.00					
Deco. Per hrduring office hours	\$35.00					
Set Up Fee*	\$75.00					
Navidad Meeting Room						
Individual or Business	\$75.00	\$37.50	\$75.00	\$37.50		
Non-Profit or Government	\$50.00	\$25.00	\$50.00	\$25.00		
Wedding & Quinceanera Rate:						
Includes use of Auditorium, Navidad & Brackenridge Rooms						
Rental Fee per day	\$750.00	\$250.00	\$1000.00	\$500.00		
Decorating -full day before	\$500.00					
Deco. Per hrduring office hours	\$100.00					
Set Up Fee*	\$150.00					

\*Rates subject to change without notice. The user is responsible for setting up and arranging needed tables and chairs unless arrangements are made at the time of booking. An additional fee will be charged for set up and arranging tables and chairs. Please provide a diagram showing how the tables and chairs should be set up at least 2 weeks in advance.

#### **ADDITIONAL FEES AND CHARGES:**

Following inspection of the HHRC after use, your account may be charged as follows:

- 1. For failure to lock the HHRC, \$10.00
- 2. For failure to return the key immediately after the event \$10.00 per day. Please leave key in drop slot in the window to the left of the Park Office entrance door.
- 3. For failure to turn off air conditioning and/or lighting, \$50.00 per day.
- 4. If you move furniture around and remove pictures from the walls, failure to replace pictures or furniture to their original location, \$25.00 cleanup fee.
- 5. For failure to have taken all of your belongings & vacated the premises by 1:00 am., a fee of \$30.00 per hour will be charged.
- 6. For failure to adhere to any aspect of the rental policies or rules for the building including, but not limited to, those topics covering the rules for decorating or cleaning up the building; a fee will be assessed depending on the damage or severity of the mess left behind during the inspection of the building; the cleaning or damage fee will begin at \$50.00, but will go up based on the price of returning the building back to its original condition.

Contact/Renter's Initials: Date:
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#### **CANCELLATIONS:**

HHRC must be notified of a cancellation ninety (90) days or more prior to the date reserved. Cancellations made at least 90 days prior to reservation date will receive a refund of their deposit, less a \$30.00 administrative fee. Cancellations made less than 90 from reservation date will forfeit the full deposit. Failure to arrive or cancel will be charged full amount of reservation. There will be a \$10.00 administration charge for any changes made to a reservation.

#### **RULES & POLICIES FOR RENTAL OF**

#### HAFERNICK RECREATION CENTER FACILITY

Normal care of furnishings and facilities will be expected. Any damage or loss caused to the facility or equipment is the responsibility of the user and LNRA must be reimbursed for any such expense.

**Decorations may not** be hung from the ceilings or Air Conditioning duct work. **<u>DO NOT</u>** staple, tape, or use other materials that would permanently mar the metal or painted wall surfaces. Any structural damage that occurs will be the renter's responsibility to return to the original condition at their expense.

Glitter, confetti, or any substance that causes litter or debris inside or outside the building or on the grounds is prohibited and will result in a fine of up to \$500.00. The use of sparklers, rice, bird seed, or fire pits must be approved by the Facility Coordinator prior to the event.

All music for events must end no later than 11:00 p.m., and the building must be vacated by 1:00 a.m. Excessive noise that disturbs the campground users will not be permitted. The only exception would be New Year's Eve parties, must end no later than 12:30 a.m. and the building must be vacated by 1:00 a.m. Failure to comply with security requests, excessive noise, foul language, violation of rules and regulations, or unruly behavior may result in the renter's removal from the premises and/or the contacting of law enforcement agencies.

Please <u>DO NOT</u> stand on the tables. They are **not** designed to hold a person. Please use a ladder. The user is responsible for setting up and arranging needed tables and chairs unless arrangements for Set-Up are made at the time of booking. Tables and chairs that are damaged or removed must be replaced to original condition at your expense. Tables and chairs are to be wiped off where necessary.

Supplies needed for serving refreshments or meals must be provided by the user. <u>Remove ALL</u> <u>trash and ALL food items</u>. For your convenience, a dumpster is outside near the rear of the building. If you use the refrigerator, please remove ALL food items.

*Air conditioning units* are to be turned off when you leave. Turn off all lights. Lock all doors. Review the inside and outside of the facility and make sure the area is clean. Securing the building is the responsibility of the user.

If there is any type of alcohol present at a wedding event <u>or</u> any event with an excess of 100 guests or more, licensed, uniformed certified police officers or security guards are required to be provided by the user the last 3 hours of the event, at the user's expense and cannot be guests of the event. User must turn in names of officers or security guards one week in advance of event to HHRC personnel. For further clarification or details about the policy, please contact Liz Stuhrenberg @ 361-782-5456.

Responsible adults must be present at all functions, such as parties, dances, meetings, etc. that involve underage individuals. No part of this facility will be rented to minors.

If you have any questions regarding these rules and policies, please contact the reservation office at 361-782-5456.

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# CONTRACT FOR RENTAL HARRY HAFERNICK RECREATION CENTER

(Check those that apply)	CHEN	
AUDITORIUM/KIT BRACKENRIDGE		
NAVIDAD MEETI		
Address		
Contact Person	P	Phone
Alternate Contact	Phone_	
Dates	Type of Event	Number of Guest
Start Time of Event	End Time	Set up Date & Time
I,rules, policies and terms		, have read and agree to all of the
Renter's Signature		ate
Special Needs:Set Up \$75.00 charge prior to the event date)	or \$150.00 for Wedding/Qu	inceanera (Must provide a layout at least two weeks
Please call our office, 3 c in the auditorium.	lays in advance, to tell our er	mployees where & if you would like the stage set up
Will there be alcohol pr	esent at your eventYes	No
<i>more</i> , licensed, uniform user the last 3 hours of t in names of officers or	ned certified police officers of the event, at the user's expension security guards one week in about the policy, please contain	event or an event with an excess of 100 guests or rescurity guards are required to be provided by the se and cannot be guests of the event. User must turn advance of event to HHRC personnel. For further ct Liz Stuhrenberg @ 361-782-5456.

# RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT Harry Hafernick Recreation Center

In consideration for the use of Harry Hafernick Recreation Center (the "Center") located at 891 Brackenridge Parkway, Edna, Texas,  (the "Renter") for itself and for its assignees,
contractors, guests, invitees, and representatives hereby:
1. RELEASES, WAIVES AND DISCHARGES Lavaca-Navidad River Authority ("LNRA"), its officers, directors, agents and employees from all liability to Renter for any and all loss or damage, and any claim or demands on account of injury to the Renter, death, or damage to Renter's property which occurs as the result of Renter's presence or use of the Center, regardless of whether such death, injury or property damage is caused by the negligence or other wrongful conduct of LNRA.
2. INDEMNIFIES AND HOLDS HARMLESS LNRA from any loss, liability, damage or cost (including but not limited to attorney fees and costs incurred defending a claim brought by Renter or Renter's assignees, guests, contractors, invitees or representatives) arising out of or related to Renter's use of or presence at the Center.
3. ASSUMES FULL RESPONSIBILITY OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the Renter's presence at or use of the Center, whether caused by LNRA's negligence or breach of contract.
4. AGREES THIS RELEASE AND WAIVER OF LIABLITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND THE RENTAL INFORMATION AND AGREEMENT EXECUTED BY RENTER is governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of the agreements, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by the agreements. Venue for all lawsuits concerning these agreements must be in the State District courts of Jackson County, Texas.
Renter's Printed Name:
Renter's Signature: