MARINA BUILDING

Brackenridge Park & Campground

Lavaca-Navidad River Authority Lake Texana Edna, Jackson County, Texas

RENTAL INFORMATION AND AGREEMENT

The Marina Building is available for rent to 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.

FOR RESERVATIONS:

Contact the Harry Hafernick Recreation Center (HHRC); 891 Brackenridge Parkway, Edna, Texas; telephone number: (361) 782-5456 or (361) 782-7145.

*Office hours are:

Monday - Thursday 8:00 a.m. - 5:00 p.m.Friday 8:00 a.m. - 6:00 p.m.Saturday 8:00 a.m. - 4:00 p.m.Sunday By appointment only

Please Note: Office hours are subject to Seasonal Changes*

Your reservation must be secured with a valid credit card. The card will be charged the required deposit at time reservation is made.

RENTAL FEES

	Mon thru Sun	Deposit
Individual	\$225.00	\$75.00
Non-Profit or Government		
	\$175.00	\$50.00
Decorating-day before event	\$112.50	
SET-UP FEE*	\$50.00	

The user is responsible for setting up and arranging needed tables and chairs unless arrangements are made at the time of booking.

* SET-UP: Please provide a diagram showing how the tables and chairs should be set up.

Note: Rates subject to change without notice

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ADDITIONAL FEES AND CHARGES:

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

- 1. For failure to lock the Building, \$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 reservation office entrance door.
- 3. For failure to turn off air conditioning and/or lighting, \$25.00 per day.
- 4. For failure to have taken all of your belongings & vacated the premises by 1:30 am., a fee of \$30.00 per hour will be charged.
- 5. 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:

The Reservation office must be notified of a cancellation 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 days from reservation date will forfeit the deposit. Failure to arrive or cancel will be charged full amount of reservations. There will be a \$10.00 administration charge for any changes made to a reservation.

RULES & POLICIES FOR RENTAL OF MARINA BUILDING

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 hanging light fixtures.

<u>**DO NOT**</u> use staples, nails or any other materials that would permanently mar the wood or wall surfaces.

<u>DO NOT</u> attach anything to the wall. Any structural damage that occurs will be the renter's responsibility to return to the original condition at their expense.

Rice, confetti, bird seed or other types of litter must not be thrown inside the building. The use of sparklers or fire pits must be approved by the Facility Coordinator prior to the event.

Excessive noise that disturbs the campground users will not be permitted. Campground quiet time begins at 11:00 P. M.

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 at the North edge of parking lot behind the wooden fence enclosure. Remove ALL food items from the kitchen and dining area.

Air conditioning switches are to be turned off when you leave.

Turn off all lights.

Lock all doors.

Review the outside of the facility and make sure the area is clean.

Security is the responsibility of the user.

If there is any type of alcohol present at a wedding event or an 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 21 years of age or older 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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SIGN AND RETURN THIS PAGE AND THE RELEASE & WAIVER OF LIABILITY PAGE TO COMPLETE RESERVATION

CONTRACT FOR RENTAL BRACKENRIDGE MARINA

Renter		
Address		
Contact Person	Phone	
Alternate Contact	Phone	
Dates	Type of Event	Number of Guests
Time of Event	Set up Date & T	Cime
I, to all of the rules, policie	, representings and terms of this contract.	, have read and agree
Renter's Signature	Date	
Will there be alcohol at	your eventYesNo	
<i>more</i> , licensed, uniformed user the last 3 hours of the in names of officers or sec	certified police officers or security gua- event, at the user's expense and cannot curity guards one week in advance of the policy, please contact Liz Stuhren	event with an excess of 100 guests or ards are required to be provided by the t be guests of the event. User must turn event to HHRC personnel. For further berg @ 361-782-5456.
Special Needs:		
-	e (Must provide a lavout)	

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT MARINA BUILDING

In consideration for the use of Marina Building (the "Center") located at 129 N. Plantation Drive, 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: