

## Lease Agreement

**PARTIES:** The parties to this lease are: Taylor Columbus Club, (hereafter referred to as “Landlord”) and \_\_\_\_\_ (hereafter referred to as “Tenant”)  
 \_\_\_\_\_  
 (Name of organization and/or contact individual)

\_\_\_\_\_  
 (Mailing address)

\_\_\_\_\_  
 (Phone number)

**LEASE:** Landlord reserves and leases to the Tenant the facilities known as the KC Hall located at 2201 East Fourth Street in Taylor, TX 76574 (hereafter referred as “Property”) in accordance with the following terms, conditions, rules, and regulations.

**USE OF PROPERTY:** The Property shall be used for \_\_\_\_\_ (Type of event)

on \_\_\_\_\_, (hereafter referred as “the Event”) with the expected approximate attendance of \_\_\_\_\_ (Date of event)

\_\_\_\_\_ (Number of guests). Tenant shall not assign this lease or sublet any part of the Property.

Open doors for setup at: \_\_\_\_\_ (Time) on \_\_\_\_\_ (Date).

**RENTAL FEES:**

Contract Fee Items (See Property Definitions and Property Regulations for more details)	Standard Fee	Amount
Rental of Property:		
Sunday - Thursday – Half Day (5 hours)	\$300.00	
Sunday - Thursday – Full Day (10 hours)	\$600.00	
Friday – Full Day (8:00 a.m. – midnight)	\$700.00	
Saturday – Full Day (8:00 a.m. – midnight)	\$1000.00	
Additional Hours (4 hours maximum)	\$100.00* per hour	
BBQ Pits – Full Day (Tenant provides wood / Landlord provides wood)	\$150.00 / \$250.00	
Security Fee (2 Officers, minimum of 4 hours)	\$300.00*	
Cleaning Fee (non-refundable)	\$50.00*	
Cleaning and Damages Deposit (refundable)	\$400.00	
Keg Beer (Limit 4 kegs) (100 cups per keg and use of pitchers is included)	\$250.00* each	
Bar Fee (Serving of complimentary drinks/keg beer after 8 p.m.)	\$100.00* per hour	
	<b>Contract Total</b>	

(\* - These fees are subject to change without notice.)

<b>Rental Deposit - 50% of Rental Fee (non-refundable)</b>			<b>Rental Deposit</b>	
<input type="checkbox"/> cash <input type="checkbox"/> charge	Date: _____	Amount: _____		
<input type="checkbox"/> check #				
<input type="checkbox"/> cash <input type="checkbox"/> charge	Date: _____	Amount: _____	<b>Balance Due</b>	
<input type="checkbox"/> check #				
<b>Balance Due By Date</b>				

**Taylor Columbus Club**  
**P.O. Box 251 \* Taylor, TX 76574 \* (512) 352-9077**  
**Lease Agreement**

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**PROPERTY DEFINITIONS**

**Attachment to Lease Agreement - Please read carefully**

**CONDITIONS OF PROPERTY:** Tenant accepts the Property in present condition and shall surrender Property to the Landlord in same condition as prior to the Event. This includes the removal of decorations.

Tenant shall immediately vacate the Property and remove all items owned by Tenant upon termination of the Event. Landlord is not responsible for loss or theft.

**ALTERATIONS:** No alterations may be made to the Property including application of paint or screws and nails to woodwork, floors, walls or ceilings. Fastening items, such as staples, nails, tacks, glue, or any other adhesives, which cause damage to walls and door frames are not allowed. Only magnets are allowed to hang items from the ceiling.

**INDEMNITY:** Tenant shall indemnify Landlord from all claims of all third parties for injury or damage to the person or property of such third party arising from use or occupancy of the Property by Tenant except acts of gross negligence or willful misconduct by Landlord. This indemnification shall include all costs and expenses incurred by Landlord, including attorney's fees.

**DEFINITION OF RESPONSIBILITY:** Tenant assumes full responsibility for any damages incurred to the Property during the hours of setup time and the Event. Tenant understands that in the event damages do occur and the damages exceed the amount of the damage deposit, Tenant will reimburse Landlord within ten (10) days after presentation of an itemized list of repairs required to restore the Property to an undamaged condition.

**FULL DAY RENTAL:** Beginning no earlier than 8 a.m. and terminating no later than 12 midnight on the date of the Event (includes decorating time and breakdown). Use of the Kitchen is included. Property must be totally vacated by 1 a.m. immediately following the Event.

**HALF DAY RENTAL:** Half day rentals are for a maximum of 5 hours (includes decorating time and breakdown). Use of the Kitchen is not included with the Half Day Rental.

**MORNING - HALF DAY:** Hours are 10 a.m. until 3 p.m., terminating no later than 3 p.m. A maximum of two (2) additional hours may be added to the start of the Event at the additional hourly rate charge.

**EVENING - HALF DAY:** Hours are 5 p.m. until 10 p.m., beginning no earlier than 5 p.m. A maximum of two (2) additional hours may be added to the end of the Event at the additional hourly rate charge.

**KITCHEN USE:** The use of the kitchen is for setup and serving only. The kitchen may not be used for food preparation. The use of the kitchen includes use of the following: sinks, water, refrigerator, counters and microwaves. The stoves and ovens are not to be used. The kitchen must be cleaned in accordance with the Cleaning Procedures.

**BAR FEE:** The Landlord reserves the right to open the bar at all functions. If Tenant wishes to serve complimentary keg beer (or other drinks not purchased from the Landlord) past 8 p.m. there will be an additional fee charged to offset the loss of revenue to the Landlord. This fee will be assessed during the hours of 8 p.m. until midnight at the rate of \$100.00 per hour. Complimentary beer/soda must be purchased through the Landlord.

**KEG BEER:** Keg beer must be purchased through the Landlord. A maximum of four (4) 16 gallon kegs may be purchased. Pitchers and 100 cups are provided with each keg. Additional cups may be purchased from the Landlord. Pitchers must be cleaned in accordance with the Cleaning Procedures.

**BBQ PITS:** The fee for rental of the BBQ Pits is dependent on if Tenant provides the wood (\$125.00) or Tenant uses the Landlord's wood (\$250.00).

**SECURITY:** Two (2) licensed security guards are required for a minimum of 4 hours at all functions serving alcoholic beverages. This fee is charged at the rate that the Landlord incurs hiring the security personnel.

**CLEANING DEPOSIT:** This fee is deposited with the Landlord on or before the balance due date. The Cleaning Deposit will be refunded if the Tenant has completed the Cleaning Procedures as described in the Property Regulations.

**DAMAGES DEPOSIT:** The Damages Deposit will be refunded after the Landlord has verified that no damages have occurred to the Property during the Event. Any refunded amount will be mailed to the Tenant within 30 days after the Event.

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**PROPERTY REGULATIONS**

**Attachment to Lease Agreement - Please read carefully**

**1. Tenant Representatives:**

- Tenant shall disclose to the Landlord the names of all persons and agents representing the Tenant in case of emergency conditions or conflicts. These names are due at the signing of this agreement.

**2. Cleaning Procedures:**

**Note:** Birdseed, rice, glitter and confetti are not allowed inside the Property.

**Cleaning Requirements:**

- Tenant shall remove all decorations and all food after the Event.
- Tenant shall pickup and bag all trash.
- Tenant shall clean area and restore to its previous condition.
- Tenant shall remove all items from tables and floors and remove trash from the restrooms and kitchen area.
- Tenant shall clean any food spills in the kitchen, restrooms or hall area. All food and drink spills must be mopped.
- Tenant shall wash, dry and return all pitchers to the kitchen.
- Tenant shall place trash in dumpster outside of Property.
- Tenant shall return tables to original locations.
- Tenant is not required to sweep or mop Property after use, except as here in provided.

If Tenant fails to complete these cleaning requirements, then the Cleaning Deposit shall be forfeited.

**2. Security Procedures:**

- Two (2) licensed security guards are required for a minimum of four (4) hours at all functions serving alcoholic beverages.
- The fee for security service is currently \$300.00 for a period of four (4) hours; additional hours are \$50.00 per guard per hour or any portion of an hour. The cost for security is subject to change without notice.
- Tenant shall be required to pay for security service. Landlord shall arrange for security with its current vendor.

**3. Outside Vendors:**

- **FOOD:** Tenant shall provide the name of the caterer hired by the Tenant and the name of the contact person. Tenant shall be responsible to ensure that the caterer cleans all areas.
- **MUSIC:** Tenant must provide the name of the musicians hired by the Tenant and the name of the contact person. Tenant shall advise the musicians that sound shall not exceed 85 decibels. Tenant must advise musician that they shall not to bring outside beverages onto the Property. Tenant must advise musicians that music cannot extend past 12 midnight and that everyone is required to vacate the Property no later than 1 a.m. on the evening of the Event.
- **DECORATIONS & REMOVAL:** Tenant shall provide the name of the persons or company and contact name responsible for decorations and the removal of decorations. Decorations must be removed by 1:00 a.m. on the evening of the Event. Fees for additional time are \$100.00 per hour or portion of an hour.
- **ALCOHOLIC BEVERAGES:** Outside vendors for the purchase of beer and soda is not allowed. Due to licensing restrictions all beer/sodas must be purchased through the Landlord including kegs of beer. Keg beer requires advance notification of two weeks. Each keg of beer purchased will include 100 cups (12 oz) and use of pitchers for your guests. Additional cups may be purchased from the Landlord. Pitchers must be cleaned in accordance with the Cleaning Procedures.
- **OTHER BEVERAGES:** Tenant may provide complimentary refreshments to guests, including items such as punch, tea, coffee during the meal until 8 p.m. No complimentary drinks are allowed after 8 p.m. except for items purchased through the Landlord. A bar fee will be charged if Tenant chooses to serve complimentary drinks or keg beer after 8:00 p.m. No other drinks purchased outside the Property will be allowed to be brought into or on the Property at any time by Tenant or guests. This includes mixers for hard liquor.

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**GENERAL RULES**

1. The booking of the Event will be confirmed once payment of the required deposit(s) is fully satisfied and this agreement has been signed by both the Tenant and the Landlord.
2. Property will be opened and closed by the Landlord.
3. If the Property is damaged by the act, default, or negligence of Tenant or of Tenant's agents, employees, patrons, guests, or invitees then the Tenant is financially responsible for any and all costs incurred for repairs, loss of use and legal liabilities. Tenant will pay to the Landlord, upon demand, such sum as shall be necessary to restore Property to its condition prior to the Event. Tenant agrees to accept the estimates submitted to it by the Landlord for the replacement and repair of the damage and injury done and shall, within ten (10) days after demand, pay to the Landlord the amount of said damages. Tenant hereby assumes full responsibility for the character, acts, and conduct of Tenant, it's agents, employees, patrons, guests, and invitees on the Property. If law enforcement officers determine that the Event is unsafe (i.e., fighting, rioting, civil disobedience, and acts of criminal conduct) to the public, the Event will be terminated immediately and Tenant shall not be entitled to any refund for the unused rental period and shall forfeit all deposits paid.
4. No personal property of the Landlord shall be removed from the Property. No fixtures, wall mountings, furniture, kitchen equipment are to be removed.
5. Fastening items, such as staples, nails, tacks, glue, or any other adhesives, which cause damage to walls and door frames, are not allowed. Only magnets are allowed to hang items from the ceiling.
6. Birdseed, rice, glitter and confetti are not allowed inside the Property.
7. Tenant is responsible for providing his/her own decorating supplies and kitchen or serving utensils, if applicable.
8. Tenant agrees to indemnify and hold harmless the Landlord, its officers, members, and employees of and from any and all claims, demands, causes of action, costs, and expenses, including, but not limited to attorney's fees and expenses arising out of, connected with, or occurring while Tenant is leasing the Property except acts of gross negligence or willful misconduct by Landlord.
9. Tenant has inspected the Property and accepts the Property "as is" in its existing condition. No representation, statement, or warranty, expressed or implied has been made by or on behalf of the Landlord as to the condition or the suitability of the Property for the Tenant's intended use.
10. Payments should be made payable to Landlord. Payment must be made in Cash, Personal Check, Cashier's Check or Money Order.
11. If Tenant's deposit check or any funds presented for deposit are determined NSF (non-sufficient funds), this agreement is declared terminated immediately on notice of the NSF to the Landlord. Landlord is entitled to lease the Property on the now open date to another party without any recourse by Tenant.
12. If any payment is returned for insufficient funds or closure of bank account, an additional fee of thirty dollars (\$30.00) shall be assessed. Unsuccessful attempts at collection of the returned payment and fee shall be referred to the appropriate law enforcement agency.
13. If the Landlord is required to file suit to collect any amount owed it under this agreement, the Tenant shall be responsible for Landlord's reasonable attorney's fees.
14. The mailing address listed for Tenant in the agreement is to be used for any notice required by this Lease Agreement. Notice shall be considered received when properly addressed and deposited in the U.S. Postal Service with adequate prepaid postage.
15. Williamson County, Texas, shall be the proper county for venue for any legal proceeding pertaining to this agreement.
16. Any violation(s) of the above rules shall result in loss of deposit and additional fees.

**KNIGHTS OF COLUMBUS TRADEMARKS**

Tenant may only identify the location of the event by using the term “KC Hall” or using the address of the Property as set forth above. Tenant shall not use or display Knights of Columbus trademarks, including, without limitation, its name, logos, and emblems, in any way, including, but not limited to, in the promotion of the Tenant’s event or on any website and/or in social media.

**MISREPRESENTATION**

Tenant attests, represents and warrants that it has, at all times, honestly and accurately described its intended purpose and use of the Property for the event to a duly authorized representative of the Landlord and as set out above. If Tenant engages in any dishonesty, misrepresentation, deception, or misleading conduct in connection with its rental of the Property, or fails to comply with any of the terms herein, Landlord may terminate this Lease Agreement at any time without prior notice and retain all of Tenant's deposits. The rights, powers and remedies of Landlord are in addition to, and not in substitution of, that which may be available to Landlord. Failure by Landlord to exercise any of its rights, powers and remedies hereunder, or its delay to do so, does not constitute a waiver.

For the purposes of the Lease Agreement, “Tenant” includes the undersigned Tenant as well as its employees, agents, invitees or any other person who may be at the Property for the purposes of the Event.

**WAIVER OF LIABILITY**

- A. Landlord is not responsible for the loss or damage to any equipment or supplies of the Tenant.
- B. To the fullest extent permitted by law, Tenant shall hold harmless the Landlord from and against, claims, damages, losses and expenses, including but not limited to, attorney’s fees, which arise out of or in any way related to any and all personal injury, death, or property damage in connection with rental of the Property by the Tenant except acts of gross negligence or willful misconduct by Landlord. In no event shall either party be liable for special indirect or consequential damages arising out of, or in connection with, the rental of the Property.

**EXECUTION OF AGREEMENT**

By signature below I agree to these terms and have received and read the Property Definitions and Property Regulations. I certify that all the information I have provided in this agreement is correct. I will abide by all rules contained herein and agree to pay all applicable fees and deposits.

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date