

TONKAWA FALLS CLUBHOUSE RENTAL AGREEMENT

8540 E 5th Street
Crawford, TX 76638
citysecretary@crawfordtx.gov
admin@crawfordtx.gov

City Resident **\$100**
Non-Resident **\$200**

RENTAL DATE: _____

TIME OF EVENT: _____

This rental agreement is entered into by and between the CITY OF CRAWFORD, a Texas non-profit Corporation, hereinafter called "Owner" and _____, whose address is _____ hereinafter called "Renter" upon the following terms and conditions:

1. **Premises:** Owner rents to renter, for the time hereinafter specified and for the rental amount hereinafter specified, the property known as the TONKAWA FALLS CLUBHOUSE AND PAVILLION in at 8540 E 5th Street, hereinafter called "Premises," having an occupancy of not more than 125 persons.
2. **Use:** Renter shall use the Premises for the purpose of _____ and for no other purpose. Renter shall comply with all laws, rules, regulations and ordinances, including but not limited to the Alcoholic Beverage Code, respecting the use of the Premises and shall not create or permit a nuisance to exist.
3. **Time of Use:** Renter shall be allowed to enter upon the Premises on the day before the specified rental day for the purpose of setting up and decorating the Premises. Renter will be given the gate code when the keys are picked up.
4. **Rental Rate & Deposit:** Renter shall pay the sum of \$_____ as rental. A deposit of **\$100** must be paid to hold a reservation. Reservation cancellation must be given two weeks in advance to receive refund of deposit. Deposit is refunded if clubhouse is left in good condition and keys returned. Cancellation within three days of event will result in non-refundable deposit.
5. **Damage and Cleanup:** Renter shall clear all tables and put trash in the dumpster located behind the clubhouse. Water balloons may not be used. Renter shall pay full cost and expense of repairing any damage caused to the Premises while occupied by Renter. **NOTE: AN ADDITIONAL CHARGE OF \$50.00 WILL ALSO BE DECTED FROM DEPOSIT IF A/C OR HEATING UNIT IS LEFT ON OVER NIGHT BY RENTER.**
6. **Security:** When alcoholic beverages are being consumed, Renter must have a uniformed Security Officer on Premises during the hours of use, not including setup time. In the event Security Officers are not physically present on the Premises when the event begins, Renter shall refrain from serving and/or consuming alcoholic beverages.
NOTE: Security officers are to be provided through the City of Crawford Police Dept. at a rate of \$40.00 per hour. Circle one choice below:

Security Needed

Security NOT Needed

Please contact the Police Chief to set this up. Fees are payable to the officer at the time of the event. 254-486-2678

7. **Hold Harmless and Indemnity:** Renter accepts the Premises in the condition that the premises is in and acknowledges to Owner that it is in sound condition and suitable for Renter's purposes. Owner shall not be liable to Renter or any persons coming on or around the Premises during any use by Renter for any damages or injuries of whatever type or nature and however incurred and Renter agrees to indemnify and hold owner harmless of and from any and all loss, cost or expense, of whatever type or nature including court costs and attorney's fees, as a result of any claim made by any person as a result of any claim made by any person as a result of any type of damage or injury suffered in or about the Premises during, after or as a result of or in connection with Renter's use and or occupancy of the Premises.
8. **Assignment:** Renter agrees not to assign or sub-lease the Premises rented hereunder, or any part thereof, or allow any other person to occupy the Premises or any part thereof without first obtaining Owner's written consent.
9. **Agreement:** Upon agreement of this contract, the renter will sign below. A copy will be made and given to you. The keys may be picked up at City Hall from 8:30 am to 4:30 pm the day before your event. Please return the keys to the drop box located in the door at City Hall directly after the event. A fine of \$15 will be deducted from deposit for lost keys. The deposit will be mailed to the address listed above.

Thank you for renting our facility. We hope you and your guest have a great experience while using and visiting our park.

PLEASE fill in the needed information and sign this agreement.

Executed on this the _____ day of _____, 2025.

By: _____
Renter

By: _____
City Representative

Renter's Contact Number: _____

All questions, comments and concerns can be sent to:

City of Crawford
P.O. Box 7
Crawford, TX 76638
254-486-2125