

**GOBER COMMUNITY CENTER**  
**RENTAL AGREEMENT**  
4840 FM 68, Wolfe City, TX 75496  
(Located in Gober, TX)

Available for rent 7 days a week, from 8 AM through 9 PM  
Maximum capacity: 100

**Gober Community Center Contact:** GoberCCRentals@gmail.com

This Rental Agreement ("Agreement") is made by and between Gober Community Center ("GCC" or "Lessor"), whose physical address is 4840 FM 68, Wolfe City, TX 75496, and the Lessee ("Renter") identified below:

**Lessee Details:**

Name: \_\_\_\_\_ Organization (if applicable): \_\_\_\_\_

Street: \_\_\_\_\_ City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Driver License State: \_\_\_\_\_ Driver License #: \_\_\_\_\_

**Rental Details:**

Date: \_\_\_\_\_

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Rental Purpose: \_\_\_\_\_

\*Rental time includes time needed for set-up, delivery of any/all supplies, and clean-up. Start time is the time a GCC volunteer representative will arrive to unlock the building and complete the Facility Inspection Checklist. End time is the time a GCC volunteer representative will arrive to complete the Facility Inspection Checklist. You must remain on site for the inspection. Refer to following Agreement for all details.

## **FACILITY RENTAL RULES AND REQUIREMENTS**

### **RESERVATIONS**

<b>RENTAL FEES</b>	<b>RATE</b>
Deposit	\$100.00
Facility Rental	\$200.00

A signed rental agreement and receipt of payment of \$200 (deposit and 50% of facility rental fee) is required to secure requested date.

Facility rental fee balance is **due at least 7 calendar days prior to the event**. Fees must be received within this timeframe; if mailing, please consider mail delivery times.

Failure to pay the balance within the specified timeframe may result in the cancellation of the scheduled event without a refund.

Payment should be made via check made payable to Gober Community Club. Mail to: Kate Wallace 5858 FM 68, Wolfe City, TX 75496. Please email [GoberCCRentals@gmail.com](mailto:GoberCCRentals@gmail.com) that the deposit was mailed. We are actively working on establishing other methods of payment. If you would like to inquire about other ways to pay, please email the above email address.

### **CANCELLATIONS/RESCHEDULING POLICY**

1. Rental applications are considered on a first-paid, first-served basis. Please contact GCC to confirm availability.
2. The facility may be booked for an event up to ONE YEAR in advance.
3. Site visits are available prior to booking. Please contact GCC to make an appointment, subject to volunteer and facility availability.
4. Cancellations made more than 30 days prior to the event will result in a full refund of the deposit and any rental fees paid to date.
5. Cancellations made less than 30 days prior to the event will result in a refund of the deposit only. If the event is rescheduled, any rental fees paid are not refundable.
6. Requests to change the date or time of an event must be confirmed via email and requested 30 days prior to the event. Date changes will be based upon availability. Rescheduled date may not be more than ONE YEAR from date reschedule is requested.
7. If severe inclement weather, other acts of nature, a public health event, building conditions or other emergency prohibits the opening of the facility, Lessee will be notified as soon as possible, and will be provided the opportunity to reschedule to another available date or alternatively, rental fees and any deposit paid will be refunded in full.

### **GENERAL FACILITY USE**

1. You will not have a key to the building so someone should remain on site throughout your rental timeframe.
2. Lessee is responsible for set-up, including setting up tables and chairs, as well as take-down and clean up.

3. Thermostats on window units must not be set below 68 degrees at any time.
4. The source of heat are wall-mounted propane heaters. Operating temperatures are low, medium, and high. Please use efficiently.
5. Alcohol and tobacco use is **prohibited**.
6. Lessee shall also provide their own trash bags. Trash containers will be lined with one trash bag at the start of the rental.
7. Use caution so floors and walls are not damaged. Do not drag tables or chairs across the floor.
8. Tables and chairs must remain inside the building.
9. The use of barbeques is restricted to the gravel lot area at least 25 feet from the building. Grills in any grassy area is **prohibited**.
10. Parking is available on rocked parking lot. Please refrain from parking on grass if parking area is available on rocked area.

#### **AVAILABLE EQUIPMENT**

1. Tables and Chairs: 17 six-foot folding plastic tables and 100 stackable plastic chairs
2. Kitchen Equipment: electric range with oven, microwave, refrigerator, deep freezer
3. Refrigerator and connected freezer as well as deep freezer are utilized by the community for various events. Space and availability of these must be discussed at least 15 days prior to your event in order to accommodate space needed. Exclusive use of these appliances is not guaranteed.
4. A warming oven is located on site. Use of the warming oven is **prohibited** and not included in rental of facility.

#### **DELIVERIES, STORAGE, AND VENDORS**

1. Schedule your vendors to deliver during your rental period. No advance delivery is available.
2. GCC allows Lessees to bring in a caterer of their choice. Alcohol is prohibited.
3. Lessee assumes all responsibility for items brought into or left at the facility during and at the conclusion of the event. This includes all items left by caterers or rental service companies.
4. All items brought into the facility by the Lessee must be removed by the end of the rental period.

#### **DECORATIONS**

1. Lessee shall provide all necessary tableware, serving items, paper goods, utensils, linens, etc.
2. The use of staples, nails, tacks, or duct tape is **prohibited** when affixing decorations to the walls. Use **BLUE PAINTER'S TAPE ONLY** to affix lightweight decorations. Use of freestanding décor is recommended.
3. Do not attach anything to the sound panels. Do not remove sound panels from the walls.
4. The following decorations are **PROHIBITED**:
  - a. Rice, bird seed, confetti, silly string, glitter,
  - b. Fog/smoke machines,
  - c. Fireworks,
  - d. Incense,
  - e. Other permanent or hard to clean up items
5. Lit candles are prohibited unless the candle is a floating candle, and the wick is at least 4-6 inches below the opening of the vase. Battery operated candles are recommended.
6. Chafing pan fuel cans are allowed. Please use caution.
7. Helium balloons must be attached to a weighted object.

## **CLEAN-UP**

1. At end of rental period, all furnishings must be returned to their original locations and properly stored.
2. Tables and chairs must be wiped clean prior to storage.
3. Spills should be cleaned with mild dish detergent and water.
4. Kitchen countertops, appliances, and sink must be cleaned.
5. Bathroom must be left clean.
6. All food, materials, non-GCC equipment, decorations and trash must be removed from the facility by the end of the rental period, prior to Facility Inspection Checklist time.
7. Lessee is responsible for removal of all trash. There is not a dumpster on site.

## **DEPOSIT AND FACILITY INSPECTION**

Renter, as listed on the signed rental agreement, must meet a GCC volunteer representative at the time of the rental start, as noted on the signed agreement, to complete a Facility Inspection Checklist. If individual listed on the rental agreement will not be available on site at the start of the rental, they must designate another individual to complete the Facility Inspection Checklist. Renter, or designee, must remain on site for final Facility Inspection Checklist.

Any changes to the rental times should be made at least 30 days prior to the rental. Failure to show at the appropriate time or remain on site could result in loss of deposit.

Deposit is 100% refundable, provided all following conditions are met:

- Facility Inspection Checklist is completed at beginning and end of rental period.
- Renter or designee is on time for check-in and completion of Facility Inspection Checklist.
- Facility, including outside area, is left in a clean and orderly condition, as documented on Facility Inspection Checklist.
- The facility and its contents, including equipment are accounted for and undamaged, as documented on Facility Inspection Checklist.
- Use of the facility does not exceed the scheduled time.
- All rules regarding alcohol consumption and tobacco use are met.
- All rules governing the rental use of the Gober Community Center are adhered to.

**All** above conditions must be met for deposit refund to be issued.

If cleaning and/or repair costs exceed the amount of the deposit, Lessee will be billed accordingly. Repairs will be billed at the full replacement cost incurred, including labor. Bills will be addressed to the lessee listed on signed agreement and will be due and payable upon billing.

The GCC volunteer representative completing the Facility Inspection Checklist is not authorized nor able to guarantee nor issue deposit refunds at the time of inspection. Deposit refund decisions are made by an elected group of volunteers and issued by the GCC Finance Committee. Deposits are issued via check and are mailed to the address on file.

Please allow 2 weeks (postmark date) for the deposit to be returned. Deposits are mailed via USPS to the address listed on the signed rental agreement. Changes to the address for deposit refund must be made only by the individual listed on the signed rental agreement. If repairs or additional cleaning are required, partial deposit refund may take longer to receive. Please deposit refund checks within 2 weeks of receipt.

## **MISCELLANEOUS**

**General Supervision:** Lessee shall provide general supervision and control over all activities and persons in order to prevent injury or damage. Lessee shall be responsible for the general conduct of its attendees and the enforcement of the rules governing use of the Facility. Minors at the facility must be under the direction of adult leadership and/or supervision. Each attendee must obey all applicable county, state and federal rules, ordinances, laws and regulations. Failure to do so will result in the rental contract being terminated and your party being asked to leave the premises and/or being subject to legal action, along with the loss of the deposit and rental fee.

**Smoking and Drug Policy:** GCC is a tobacco, marijuana, and drug-free facility. Smoking, including vaping, and use of other tobacco products is prohibited inside the facility and within 25 feet of any entrance. No illegal drugs of any kind are allowed inside the building or on the premises.

**Weapons:** No weapons are allowed inside the building or on the premises.

**Noise:** GCC is situated in a residential area. Noise associated with the event that is frequent, repetitive, or continuous and is audible to a person of normal hearing at a distance of seventy-five (75) feet or more from the property is **prohibited**. If you fail to comply with these rules, the Sheriff's Office will be called, and you may be issued a citation.

Lessee hereby indemnifies and holds harmless Lessor, its officers, agents and representatives from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury to any person (including death) caused by Lessee's use of the space, including any acts or omissions on the part of Lessor, its officers, agents and representatives. Lessee waives all claims against and releases Lessor, its officers, agents and representatives or any injury (including death) or damage to or loss of any personal property belonging to Lessee. The foregoing indemnities, waivers and releases will apply even if the incident giving rise to the claim is caused in whole or in part by the condition of the premises. Lessee shall notify Lessor of any damage or injury of which it has knowledge in, to, or near the Gober Community Center, regardless of the cause of such damage or injury.

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

This Agreement constitutes the entire agreement between Lessee and Lessor and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, including oral, relating to the subject matter of this Agreement.

I, the undersigned Lessee, have read the above Agreement and further consent to and agree to abide by the terms stated therein.

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**Lessee's Signature**

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**Date**

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**Lessee's Printed Name**

## Financial Summary

GCC Use Only

Name: \_\_\_\_\_

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

### Booking

Deposit (\$100)

\$

Facility rental (\$200 - 50% minimum)

\$

Total received at booking

\$

Date received

Payment form

### Remainder

Facility rental remainder

\$

Remainder due date

Date received

Payment form

### Deposit and other returns, if applicable

Deposit

\$

Facility rental

\$

Total returned

\$

Date returned