

**FACILITY RENTAL AGREEMENT
LANDA GARDENS**

**ADMINISTRATIVE OFFICE:
SAN ANTONIO PUBLIC LIBRARY
ATT: SPECIAL EVENTS
600 SOLEDAD
SAN ANTONIO, TEXAS 78205**



Primary Contact:
Organization Represented:
Billing Status: SELECT
Address Line 1:
Address Line 2:
City:

State: TX **Zip:**

Primary Phone: () - **Secondary Phone:** () -

Email address:

Event Date: SELECT/1SELECT/SELECT to SELECT/1SELECT/SELECT

Event Title:

Est. Attendance:

Official Event Start: : 7:00 PM

Rental Start: 7:00 PM

Rental End: 9:00 PM

Food: NO

Caterer:

Alcohol: NO

Acceptance of this contract is contingent upon the following terms of agreement:

- PAYMENT TERMS:** Payment in full is due within five (5) days of reservation request. Acceptable payments are cash/money order/check (payable to City of San Antonio). We do not accept credit/debit cards. A completed, signed contract is required along with your payment.
- PAYMENT LOCATIONS:** Payment may be made in-person at the **Central Library Circulation Department** during posted public service hours business hours, or mailed to: **San Antonio Public Library, Attn: Special Events, 600 Soledad, San Antonio, TX 78205.**
- CANCELLATIONS AND REFUNDS:** Cancellation notice must be received 48 hours prior to a scheduled event to receive a refund. Notice of cancellation must be made to the Library Special Events or its designee. Cancellation refunds may require up to 45 days for processing. Refunds are issued by the City of San Antonio.
- RATES AND FEES:** Rental rates and fees are determined by San Antonio City Council. Library fee schedules are posted in all Library facilities and at sanantonio.gov/library.
- BUILDING USE:** Landa Library will be open during contracted events to provide washroom access only.
- EQUIPMENT RENTAL AND USE:** The Library does not provide any items for private events. All rentals, deliveries and retrievals must be coordinated with Library Special Events. Use of any equipment and/or furniture not owned by the Library is subject to approval. All electrical needs must be addressed prior to an event. Surge protectors are required for all electrical use. The Library is not responsible for any items damaged as a result of non-compliance.
- STAFFING:** Library staff is required at all private events. A Library event manager is required and must be present and has official authority over Library grounds and facilities use. The

Library event manager does not function as a private event planner. Library Security and Facilities personnel are required at all events. The number of required Security and Facilities personnel shall be determined by Library Special Events. A minimum of two Security personnel are required at all events. Fees for Security and Facilities shall be billed in accordance with the approved Library fee schedule.

8. **SIGNS/PROMOTIONAL MATERIALS:** "Landa Library" may be identified as the event site on all printed materials and media. No Library event sponsorship may be implied. All signs and sign holders must be free-standing. Posted signs on Library grounds are prohibited and will be immediately removed. The Library reserves the right to review printed materials before publication.
9. **ADMISSION FEES:** Fees for memberships, luncheons, etc. at private rental events are permissible.
10. **ACCESS:** Individuals and organizations which have paid the established fees are granted private facility use and may be closed to the general public, with the exception of public driveways and the playground, which must be accessible to the general public at all times. Library sponsored events must be free and open to all members of the public. Authorized Library staff may enter any event on Library premises at any time,.
11. **INCLEMENT WEATHER:** The Library has no obligation to reschedule or relocate outdoor or Terrace events in the event of inclement weather or unpleasant climatological conditions, nor to provide refunds for events under such conditions.
12. **PARKING:** There are 38 parking spaces at Landa Library which are open to the public, with nearby street parking also available. For additional parking possibilities contact University Presbyterian Church, 300 Bushnell. Blocking public thoroughfares is prohibited. If valet services are contracted by the renter, the Renter hereby indemnifies the City from any and all legal action and financial liability that may result from the use of such services.
13. **FOOD AND BEVERAGE:** All food and beverage service must provided by an agent on the Library's Approved Catering List.
14. **ALCOHOL:** Alcoholic beverages and alcohol service must be provided by an agent on the Library's Qualified Caterers List. Requests to serve alcoholic beverages must be submitted to Library Special Event Coordinator no fewer than 14 days prior to a scheduled event. All such requests must be approved by the Library Director. Appropriate licenses and certification must be provided at Library's request and be posted at event in accordance with TABC regulations. Without exception, alcohol must be provided by certified TABC licensed vendors, and must be dispensed at all times by TABC certified servers.
15. **DECORATIONS:** No items may be attached to Library structures or surfaces. Natural flower petals are permitted. A list of prohibited decorations is found in "Prohibited Items."
16. **STORAGE:** Neither the Library nor its employees will handle, care for, or act as custodian of any equipment or any items or property before, during or after an event, nor will the Library nor its employees be liable for any loss or damage to any items regardless of circumstance. Advance and overnight storage is prohibited.
17. **DELIVERIES:** All items must be received in accordance with "Rental Start" and removed immediately following the rental period. The Library shall not be liable for any loss or damage to such property. All vehicles must remain on paved surfaces. Transport of all goods on lawns must be made by non-motorized carts or by hand.
18. **PROHIBITED ITEMS:** Use of the following decorative items is prohibited: Adhesive products, bird seed, confetti, fireworks, glitter, glue, hanging hardware (nails, staples, tacks, wire, etc.), pyrotechnics, rice (uncooked).

The following are prohibited from any area of the Library grounds: Balloon releases, exotic or equestrian animals, grills/cooking ovens, inflatables (decorative or structural), and petting zoos.

19. **TENTS AND AWNINGS:** Structural tents and awnings are permitted on concrete surfaces for the purposes of protection from the elements. Such items must be structurally self-supporting. The use of tethers, cables, wires, adhesives, spikes or hardware to stabilize or secure such structures is prohibited.
20. **DAMAGES:** Renter assumes responsibility for any damages done to the premises and/or property as a result of their usage. Damages will be assessed by the City of San Antonio. Renter assumes all costs for repair and/or replacement based on the City of San Antonio assessment of damages.
21. **SET-UP/CLEAN-UP:** Renter is responsible for providing the Library with detailed written description and visual design plans of final event plans requirements for setup no fewer than five (5) days prior to the contracted event. The contracted space must be returned to the condition in which it was found, including disposal of waste material in appropriate receptacles.
22. **MUSIC/ENTERTAINMENT:** All music, acoustic and amplified, is prohibited after 10 p.m. No amplification of any means is permitted after 10 p.m. Dance floors on unpaved surfaces are prohibited.
23. **SMOKING:** Smoking is prohibited at private events in all areas and facilities of the Landa grounds. Repeat individual violators of this policy are subject to removal and/or criminal enforcement.
24. **CONDUCT:** The Library reserves the right to eject or cause to be ejected from the facilities any disorderly person or persons. Neither the City nor its employees shall be liable to users for any damage that may result from such action.
25. **LAWS:** It will be the responsibility of the renter to follow all applicable local, state, and federal safety rules and regulations.
26. **ENFORCEMENT:** Groups or individuals that do not comply with the above regulations will be denied future rentals or use of any Library facilities.
27. **INDEMNITY:** RENTER covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RENTER'S activities under this Agreement, including any acts or omissions of RENTER, any agent, officer, director, representative, employee, consultant or subcontractor of RENTER, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RENTER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this **INDEMNITY** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RENTER shall advise the **CITY** in writing within 24 hours of any claim or demand against the **CITY** or **RENTER** known to **RENTER** related to or arising out of **RENTER'S** activities under this **MEMORANDUM** and shall see to the investigation and defense of such claim or demand at **RENTER'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **RENTER** of any of its obligations under this paragraph.

ITEMIZED FEES (EX. 6.3, 1-2 HOURS, 2-4 PM, COMMERCIAL, \$30)

ITEM	DESCRIPTION	FEE
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
	TOTAL	\$

I have read and agree to abide by the above terms of the San Antonio Public Library.

Applicant, Printed Name: _____

Applicant, Signature: _____ Date: _____

=====

For Library Use Only

Receipt # _____ Amount Paid \$ _____

Completed by: _____