

# PEARLAND HOME ASSOCIATION

## HALL RENTAL AGREEMENT

This lease is between the PEARLAND HOME ASSOCIATION and (LESSEE):  
«LESSEE»

In consideration for the PEARLAND HOME ASSOCIATION permitting the (LESSEE) to use the «HALL» HALL portion of the COLUMBUS Hall at 2320 Hatfield Road, Pearland, Texas on «DATE» from «STARTTIME» to «ENDTIME». LESSEE agrees to the following:

1. LESSEE agrees to pay to the PEARLAND HOME ASSOCIATION in advance \$ «AMOUNT» **Plus Deposit** for the use of the COUNCIL HALL and such additional sums as may be required herein.
2. LESSEE shall insure the orderly behavior of all persons entering onto the PEARLAND HOME ASSOCIATION'S property while LESSEE is using the COUNCIL HALL. Further, LESSEE shall not use, occupy, or permit said premises or any portion thereof to be occupied or used for any unlawful business use or purpose or any business use or purpose deemed disreputable or extra hazardous, or for any purpose or in any manner that is in violation of any governmental laws or regulations. Nor shall LESSEE use or occupy said premises to conduct any activity that is contrary to the doctrines of the Catholic Church or that would cause an embarrassment to the PEARLAND HOME ASSOCIATION. LESSEE shall not allow any organization with views contrary to that of the Catholic Church or the ORDER to participate in the intended use of said premises. LESSEE shall promptly, after discovery of such use, take all necessary steps to compel the discontinuance of such use and to oust and remove any occupants or other persons guilty of such use.
3. If any of the PEARLAND HOME ASSOCIATION property is damaged by the act, default, negligence of LESSEE'S or of LESSEE'S agents or employees, patrons, guests or any person that enters the PEARLAND HOME ASSOCIATION'S property due to LESSEE'S lease of the COUNCIL HALL, LESSEE will pay to the PEARLAND HOME ASSOC. upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE agrees to accept the estimates submitted by the PEARLAND HOME ASSOCIATION and the replacement or repair of the damage and injury done and shall, within thirty (30) days after demand, pay to the PEARLAND HOME ASSOCIATION the amount of said damages. LESSEE hereby assumes full responsibility for the character, acts, and conduct of all persons entering the PEARLAND

HOME ASSOCIATION premises because of LESSEE leasing the HALL.

4. LESSEE shall comply with all pertinent laws concerning the use and consumption of alcoholic beverages and the rules and regulations of the police and fire departments or other municipal authorities and will obtain and pay for all necessary permits and licenses. LESSEE is specifically charged with the responsibility to control the alcoholic consumption of LESSEE'S agents, employees, guests or any person enter the PEARLAND HOME ASSOCIATION'S premises due to the LESSEE leasing the COUNCIL HALL. LESSEE shall ensure that alcoholic beverages are not served to an individual who appears intoxicated or who is a minor. LESSEE must exercise due caution to ensure that any individual who becomes intoxicated is not permitted to drive a vehicle or otherwise endanger himself or third party. The responsibility to ensure intoxicated employees or guests not to drive vehicles or otherwise endanger themselves or a third party is solely responsibility of LESSEE.
5. LESSEE agrees to indemnify and hold harmless the PEARLAND HOME ASSOCIATION, CRAWDAD SOCIAL CLUB, INC., the COLUMBUS Hall and their respective officers, directors, members, agents, attorneys, representatives, 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 LESSEE is on or is using the property owned by the PEARLAND HOME ASSOCIATION that specifically includes, but is not limited to, the premises listed in the agreement. Such indemnity shall apply regardless of whether such injury or loss is caused by the concurrent, joint, comparative or sole negligence of LESSEE, LESSEE'S patrons, licensees, permittees, or visitors on the Leased Premises or the concurrent, joint, comparative or sole negligence of the PEARLAND HOME ASSOCIATION, CRAWDAD SOCIAL CLUB, INC. or the Columbus Hall.
6. LESSEE hereby acknowledges having received a copy of the PEARLAND HOME ASSOCIATION'S rules and regulations pertaining to the use of the COUNCIL HALL. Said rules and regulations are attached as Exhibit "A" is incorporated herein by reference. LESSEE agrees to said rules and regulations.
7. LESSEE is required to have security guard officers on duty for all functions where alcohol is consumed. The officers must be fully commissioned Certified Texas Peace Officers. PEARLAND HOME ASSOCIATION employees off duty Pearland Police officers in uniform for security. The number of officers required is at the discretion of the PEARLAND HOME ASSOCIATION for each event scheduled. Additional officers may be added at the discretion of the PEARLAND HOME ASSOCIATION and will be charged to the LESSEE.

8. Payment of Rental Fees: LESSEE agrees to pay to the PEARLAND HOME ASSOCIATION the security deposit at the time this contract is signed. No date shall be reserved and held until this contract is signed and the security deposit is paid. The rental fee shall be paid as follows: A minimum of 50% of the total rental fee is due at least 6 months prior to the date of the reserved function. One hundred (100%) of the rental fees are due at least sixty (60) days prior to the dated of the reserved function. failure to pay the rental fees when due can, at the discretion of the PEARLAND HOME ASSOCIATION, cause the cancellation of this contract and the forfeiture of monies paid towards rental. Special request to change dates will be taken under consideration by the PHA board and the date may be changed one time only with approved circumstances.
9. Cancellation: Should LESSEE cancel this contract less than 180 days prior to rental date, all of the paid fee will be forfeited. Cancellation more than 180 days prior to rental date half of the paid fee will be forfeited. All cancellations must be by written notice only to LESSOR. DEPOSITS ARE NON-REFUNDABLE FOR ANY CANCELLATION UNDER ANY CIRCUMSTANCE. NO EXCEPTIONS. NO REFUNDS.
10. LESSEE agrees not to use or attempt to use facilities of the PEARLAND HOME ASSOCIATION for which LESSEE has not rented. This includes the kitchen, adjacent hall and any outside structures.
11. LESSEE agrees that the PEARLAND HOME ASSOCIATION has the right to lease or rent any portion of the leased premises not specifically leased or rented by the LESSEE of this contract, obviously so long as no conflict in scheduling occurs.
12. LESSEE has inspected the premises and accepts the premises "as is" in it's existing condition. No representation, statement, or warranty, expressed or implied, has been made or on behalf of the PEARLAND HOME ASSOCIATION as to the condition or the suitability of said premises for the use that the LESSEE intends for such property.
13. If the PEARLAND HOME ASSOCIATION is required to file suit to collect any amount owed it under this contract for LESSEE'S use of the premises or arising from any character or default by LESSEE, the PEARLAND HOME ASSOCIATION shall be entitled to collect reasonable attorney's fees and cost of courts.
14. The address listed for the LESSEE after the signature line is to be used for any notice required by this Lease. Notice has to be considered received when properly addressed and deposited in the U.S. Postal System with adequate postage attached.
15. Brazoria County, Texas shall be the proper county for venue for any legal proceeding pertaining to this agreement. This contract is governed by the laws of the State of Texas.
16. Absolutely no changes made to the contract within 30 days of rental date.
17. The terms contained herein are contractual and not mere recitals.

LESSEE: «LESSEE»

DATE: «DATE»

FUNCTION: Wedding Quinceanera Anniversary Party

PORTION OF HALL RENTED: «HALL»

TYPE OF DRINKS: Soft Drinks:\_\_\_ Beer:\_\_\_ Cash Bar:\_\_\_

KEG BEER: NOT AVAILABLE

WINE, CHAMPAGNE, HARD LIQUOR: BYOB

KITCHEN USE: TABLES, & ½ REFRIGERATOR \$75.00\_\_\_\_\_

FULL USE: STOVE, GRILL, OVENS & SINKS \$150.00\_\_\_\_\_

NUMBER OF GUESTS:\_\_\_\_\_

DEPOSIT REFUND: ALLOW 4-6 WEEKS FROM EVENT

DEPOSIT REQUIRED: Amount: \$\_\_\_\_\_

Signed this the \_\_\_\_\_ Day of \_\_\_\_\_ 2024

NAME: «LESSEE»

ADDRESS: «ADDRESS»

CITY: «CITY»

STATE/ZIP: «STATE/ZIP»

PHONE: «PHONE»

LESSEE: \_\_\_\_\_

HALL MANAGER: \_\_\_\_\_

PEARLAND HOME ASSOCIATION

281-485-8960

P.O. Box 1435

Pearland, Tx. 77588