



City of Fredericksburg
 Attn: PARD
 126 W. Main St.
 Fredericksburg, TX 78624

Rental Agreement for: Marktplatz John Wm. Klein Meeting Room

Marktplatz: John Wm. Klein Meeting Room

Reservations can be made one year in advance. You may make a reservation no more than 365 days in advance of your event but no less than 15 days prior to your event. Reservation **requests** can be made online and are subject to approval. Payment of deposits and fees is required at the time of reservation, unless other written arrangements are agreed upon, or the reservation will not be made.

Reservations for the John Wm. Klein Meeting Room may be made over the phone at 830-990-2099, or in-person. To make an appointment call (830) 990-2099 or email: jsmith@fbgtx.org. Online reservation **requests** may be made at [Catalog - Fredericksburg Parks & Recreation \(rec1.com\)](http://Catalog-Fredericksburg Parks & Recreation (rec1.com)). Responses to reservation requests will be made via email.

Description	Gillespie County Residents and Non-Profit Rate	Non-Resident and For-Profit Rate
Daily rental (per day) 8:00 a.m. to 10:00 p.m.	\$500.00	\$650.00
Half Day Rental, morning or afternoon 8:00 a.m. to 2:00 p.m. or 4:00 p.m. to 10:00 p.m.	\$300.00	\$375.00
Security Deposit (all rentals) <i>This deposit is refundable</i>	\$500.00 events with no alcohol \$1,000.00 events with alcohol	\$500.00 events with no alcohol \$1,000.00 events with alcohol
Audio Visual Deposit – this includes use of a 98” screen, hand-held microphone, and speakers. <i>This deposit is refundable.</i>	\$500.00	\$500.00
Umbrella Use Deposit <i>This deposit is refundable.</i>	\$500.00	\$500.00
Cancellation Fee	The total reservation fee paid, if not cancelled at least 30-days prior to the event	The total reservation fee paid, if not cancelled at least 30-days prior to the event
Administrative Fee	Each change to your reservation, a \$50 fee will apply	Each change to your reservation, a \$50 fee will apply

Facility Amenities: The use of city facilities to host an event is considered as-is, meaning the rental of the property includes the amenities that are on-site. Additional supplies and amenities are the responsibility of the customer/responsible party and must be pre-approved in writing by the Recreation Coordinator. The facility includes the meeting room, serving area (counters and storage cabinets), catering area, and north patio (on Austin Street). The playground is not available for exclusive use and must remain open to the public. No items may be left onsite after your reservation is completed. **See next page for list of equipment included.**

72" Round Tables: 10 (maximum of 8 people at each table)

6' Rectangle Tables: 6

Black Mesh Chairs: 120

Catering Area: Handwash sink, mop sink, three-compartment sink, refrigerator, freezer, and prep table.

Reserved Sign: A "reserved for private party" sign is available for the renter to place at the entrance to the patio.

Mobile Podium: A podium on wheels is available for use at no extra charge.

Capacity: The meeting room seating capacity is **120 theater-style and 80 banquet-style**. The maximum capacity of the meeting room is 120.

Audio Visual Equipment (optional): Renters may pay an audio-visual deposit to use the 98" Samsung Large-Format Display Screen. This is not a normal TV and does not have speakers. The room has built-in speaker/sound equipment. Sound must be provided by the renter using Bluetooth capabilities from a phone or electronic device to connect to the a/v control. A wireless hand-held microphone is also included. Instructions on how to use the audio-visual features of the room will be provided. **Renters should bring their own HDMI cables and extension cords.** This deposit will be refunded with no damage to the equipment.

Umbrella Use (optional): The north patio has five (5) square picnic tables with 1.5" umbrella holes. The renter may bring their own umbrellas or pay a deposit for use of five (5) forest green, 9-foot, auto-tilt (hand crank) aluminum, black frame umbrellas. Umbrellas are stored in the catering area in a locked deck box. A code will be given to the renter to access the umbrellas once the deposit is paid. Umbrellas must be installed and removed by the renter and placed back in the deck box with no damages to receive a refund of the deposit.

Window Shades: The shades on the windows are controlled by staff. You will need to decide which shades you would like up or down in advance of your reservation. Your rental coordinator will send you a preference form prior to your reservation.

Gillespie County Residents / Non-Profit Rate: Residents are within Gillespie County. Residency will be verified using GIS maps and/or Gillespie County Appraisal District tax information. The customer/ responsible party and address on the application will be used to determine residency. For businesses and organizations reserving the room to be considered residents of Gillespie County, the business or organization address must meet the definition above.

Administrative Rules:

1. **Security, Umbrella, and Audio-Visual Deposits:** To receive a refund of your security deposit, umbrella and a/v deposits, the facility must be left in the same or better condition that it was found. All decorations, equipment, and supplies brought on site by the responsible party must be removed. If parks staff must remove any décor, equipment, or other items left by the responsible party or pick-up trash or debris not in trash receptacles, a minimum \$50 per hour fee per employee will be charged against the deposit. There can be no damage to the audio-visual equipment or umbrellas (if used).
2. The responsible party must leave all facilities in a clean condition. All litter must be placed in trash receptacles.
3. Any damages to the facilities are agreed to be paid by the responsible party, even if more than the security deposit and fees.
4. **Security: events with a DJ, live music, or presence of alcohol requires the attendance of licensed, bonded, and commissioned private security at the responsible party's expense.** The number of guards and their hours of duty will be determined by the Parks and Recreation Department and the security company based on the type of event and number of attendees. Call the Recreation Coordinator at 830-990-2099 for further information about security. The Recreational Coordinator will need to verify your security contact before your event permit is issued.
5. Any amplified sound must be kept inside the building and not on the patio due to the proximity of Kinder Halle. If you would like to play music outside or if your music will interfere with another event, rental of Kinder Halle will be required (subject to availability).
6. Vendors (rental companies, caterers, etc.) on City property shall provide the City a certificate of insurance evidencing coverage as outlined in the Special Events policy, if requested by the Recreational Coordinator at the time of issuance of the event permit.
7. The tables, chairs, and indoor equipment on-site cannot be moved outdoors. The equipment must remain in the meeting room. If any equipment, tables, or chairs are found to be outside, you will forfeit your entire security deposit.
8. Vehicles are not allowed to drive on Marktplatz without pre-approval. You must seek pre-approval through the reservation process. In no event shall vehicles drive over or park on grass areas without using grass shields.
9. Animals are not allowed inside the meeting room.
10. **Holidays excluded:** The meeting room is unavailable on the following holidays: Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

Prohibited Practices:

1. No tape, staples, flower petals, glitter, confetti, piñatas, or rice are to be used.
2. No water activities are allowed at this facility, including but not limited to water balloons, squirt guns, and water slides.
3. No open fires are allowed, including sparklers or candles (battery operated candles are allowed).
4. No damaging, removing, or defacing of property, including grass, plants, and trees.
5. No hunting or releasing of any animals.
6. No indecent or abusive language, or any activity which creates a public nuisance.
7. No grey/wastewater or grease shall be dumped, dispersed or spilled on any areas of Marktplatz. Grease needs to be removed and properly disposed of off-site immediately following the event.
8. Tables will not be arranged by city staff. Customers may rearrange tables but must remove all items and clean the table tops immediately after the event.
9. The City reserves the right to refuse the rental based on the needs of City-sponsored meetings and events, Market Square Redevelopment Commission meetings and events, or major festival weekends.

ADDITIONAL INFORMATION & SCOPE OF EVENT:

Facilities are rented as-is. The responsible party should disclose the entire scope and nature of the proposed event using extra sheets of paper and attach the documentation to the agreement. It is the responsibility of the responsible party to submit any amendments and/or revisions to the original agreement in writing. Revisions are subject to the review of the Recreational Coordinator.

Catering: The responsible party is allowed to use any caterer of their choosing. Caterers can only enter the facility during the times of your rental.

Room Entrance Code/Key: A code will be provided to you for entrance into the meeting room approximately 5 to 7 days before your event. This code is set to the times listed on your application and changes cannot be made to this time less than 15-days prior to your event date. If the code malfunctions, the location of a key will be provided to you by your rental coordinator.

Responsibility for Trash Disposal: All trash shall be placed in trash receptacles provided. Liquid should be disposed of in the three-compartment sink. Grease cannot be disposed of on-site. We ask that the responsible party **not** attempt to remove trash from the facility to help alleviate spills and messes.

Responsibility for Cleaning: All tables, chairs, countertops, and appliances must be wiped down and free from any sticky residue or food particles. Inside windows and doors must be clean of any fingerprints and smudges. After the event, chairs should be placed on appropriate storage racks and returned to the storage room. Tabletops should be wiped down and clean, Extra tables placed back on appropriate storage rack in storage area, with 4 round tables and 6 rectangular tables left in the meeting room (as when you arrived) and not returned to storage.

Table & Chair Layout: Tables and chairs will be inside the meeting room or in the storage room. Customer/ responsible party is responsible for the placement and arrangement of tables and chairs. Please account for set-up time in your official rental timeframe. Customers cannot bring in tables and chairs from an outside vendor, unless pre-approved in writing.

Deliveries & Pick-Ups: The customer/responsible party must be present at the time of delivery and pick-up and all deliveries/pick-ups must be included in the official rental timeframe. You may need to rent the facility for additional dates due to delivery/pick-up timeframes and availability.

DJ/Live Band: Events must be cleaned up and out of the facility by 10 p.m. Please take this timeframe into consideration when deciding the time needed for your DJ or band to set-up and breakdown.

Air-Conditioning & Heating: The air conditioning in the room is set to 70 degrees in the summer and 72 in the winter. Heat is set to 68 in the winter. If you have any specific temperature requests, please discuss these with your rental coordinator 48 hours prior to your reservation. If the A/C freezes up, renter will be responsible for repairs. Staff will not make repairs during reservations. Renters should not prop facility doors open for an extended amount of time.

Helium Balloons: The use of helium balloons is prohibited.

Emergencies: For any major emergency, dial 9-1-1. For minor facility issues, please call Park Headquarters at (830) 997-4202, staff is not available after 5 p.m., Sunday-Thursday, or after 8 p.m. Friday & Saturday.

Facility Inspection: Photos and/or video will be taken to document damage and cleanliness and used as justification to retain a portion or full security deposit amounts.

Guest Behavior: Customer/ responsible party is responsible for all other guests' behavior and ensuing all administrative rules and prohibited practices are followed.

Release of Liability: Customer/ responsible party agrees to release, waive, and discharge the City of Fredericksburg for all claims and damages for personal injury, death, or property damage that it has and that may hereafter accrue to it from or arising out of the use of the rental whether caused by the negligence of the customer/ responsible party or otherwise. This release and waiver is intended to discharge, in advance, the City, including its officers, employees, agents, co-sponsors, or volunteers from any and all liability that may arise during the use of the rental, even if that liability arises out of negligence or carelessness on the part of the City, or its officers, employees, agents, co-sponsors, or volunteers.

Indemnity: Customer/ responsible party further agree to indemnify and hold the City, including its officers, employees, agents, co-sponsors, or volunteers harmless from, against, and for any claims, suits, judgments, proceedings, losses, liabilities, damages, or expenses arising out of any injury, death, or property damage that occurring during the use of the rental, even if the injury, death, or property damage arises out of the sole negligence of the City, or its officers, employees, agents, co-sponsors, or volunteers.



Rental Agreement for: Marktplatz John Wm. Klein Meeting Room

Please read, sign, and date the agreement, and return to the PARD office along with payment to make your reservation.

Full-Day Rental 8 a.m. to 10 p.m.
 Half-Day Morning Rental 8 a.m. to 2 p.m.
 Half-Day Afternoon Rental 4 p.m. to 10 p.m.

Date of the Event: _____ Start time: _____ Ending time: _____
 Additional Days (if needed): _____ Start time: _____ Ending time: _____

Set-up and clean-up must take place on the same day during your rental time, unless you reserve facilities for more than one day/time.

Customer/Responsible Party Name: _____

Day-of contact name and phone (if different from above): _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

What type of event is being held? _____ (for example: meeting, wedding, baby shower)

Approximate # of people attending: _____ **Events cannot exceed room capacity**

Is the event open to the public? _____ Yes _____ No

General liability insurance is required for events open to the public; as well as host liquor liability insurance, if alcohol is included.

Please place a check mark next to all equipment or event components that will be included in your event:

___ DJ: Name & contact phone number; _____ () _____

___ Live music/band & contact phone number; _____ () _____

___ I need to use the Audio Visual Equipment (deposit required – refundable with no damages)

___ I need to use the umbrellas (deposit required – refundable with no damages)

___ Power Requirements (please list power requirements for DJ, band, etc.): _____

___ Location of music; please provide a layout with the location for access to electricity. If not provided, electricity is not guaranteed. (REQUIRED)

All events with sound must follow the City's Noise Ordinance. DJ's and live music require security. Rental of Kinder Halle may be required depending on the scope and nature of the event.

___ Food/Beverages; who will provide the food/beverage: _____

Contact phone number () _____

___ Alcohol; what type: ___ Beer ___ Wine ___ Champagne ___ Champagne Toast Only ___ No Alcohol

We do not allow hard liquor. Security is **required** for events with alcohol.

___ String lights, gobos, solar lights or any other type of lighting. Please describe: _____

____ **Signs and banners; type:** _____
____ **Other: Please list:** _____

I need access to:

____ **Electricity: For?** _____
____ **Water: For?** _____

Any special requests for your reservation?

Total Due \$: _____ **Paid:** _____ **Date:** _____

Responsible Party Signature: _____ **Date:** _____

PARD Approval: _____ Date: _____

Special requirements by PARD:

NOTES FOR STAFF ONLY:

Access code and packet of instructions emailed on: _____

Audio Visual Instructions emailed on: _____