

City of Petersburg  
1524 Main Street  
P.O. Box 326  
Petersburg, Texas 79250  
Phone: 806-667-3461

RENTAL AGREEMENT  
FOR  
PETERSBURG COMMUNITY CENTER  
(1906 Avenue E)

This Rental Agreement (hereinafter "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Petersburg, Texas (hereinafter "Landlord") and \_\_\_\_\_ (hereinafter "Renter"). This Agreement is for rental of the Petersburg Community Center (hereinafter "Community Center") which is located at 1906 Avenue E, Petersburg, Texas 79250.

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

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

Length of time of rental: Beginning at \_\_\_\_\_ and ending at \_\_\_\_\_  
(Insert time) (Insert time)

Rental Fee: \$\_\_\_\_\_ (which must be paid by noon two days before the Requested Rental Date).

Cleaning, Damage, and Rental Deposit: \$\_\_\_\_\_ (which must be paid in order to reserve the requested date).  
(hereinafter "Deposit")

If Renter provides Landlord with notice of cancellation prior to 48 hours before the beginning time set forth above, then in that event, the \$\_\_\_\_\_ Deposit will be refunded to the Renter.

By execution of this Agreement Renter understands that after the rental is over the building will be inspected for damage, cleanliness, and an inventory of the contents will be taken. If the inspection finds the building clean with no damage and no missing contents the entire Deposit will be refunded to the Renter.

By execution of this Agreement Renter agrees to be bound by the terms and conditions set forth in this Agreement and in the attached **Exhibit A** and **Exhibit B** and acknowledges that Renter has read said terms and conditions, is in full agreement with the content of **Exhibit A** and **Exhibit B**, which are incorporated herein by this reference, and understands that if the terms and conditions are not met or any damage occurs during the time Renter has rented the Community Center that Renter will not receive a refund of the Deposit and that Renter will be held responsible for the costs of repairs for any damage to the Community Center or its contents.

**IN CONSIDERATION** of and as a condition of the Landlord and the Renter entering into this Agreement and for other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Landlord and Renter agree as follows:

Renter agrees to indemnify and hold harmless the Landlord and the City of Petersburg, its officers, elected officials, employees, and/or agents or designees against and from any and all claims arising out of any event or activity related to Renter's occupancy and use of the Community Center, including, without limitation, expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage/injury to Renter or to Renter's invitees or guests or to any person or their property. Under this Agreement, indemnification will be unlimited as to amount.

Additionally, Renter hereby forever waives any and all claims of any nature, including attorney fees, against the City of Petersburg, Texas, its officers, elected officials, employees, and/or agents or designees relating to any activity or event occurring during or related to Renter's occupancy and use of the Community Center.

If any right or remedy claimed by Landlord under this Agreement is denied or is not paid by Renter, or on Renter's behalf, within sixty (60) days after a written Notice of Indemnity has been submitted by the Landlord to the Renter, the Landlord may then bring suit against the Renter to recover any unpaid amounts and if successful in whole or in part, the Landlord will be entitled to be paid any and all costs related to resolving the claim, including attorney fees.

If two or more persons act as the Renter in this Agreement, or if the Renter is a partnership consisting of two or more persons, then any liability under this Agreement will be the joint and several liability for each co-Renter.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and proper venue shall be in Hale County, Texas for any cause of action or controversy arising out of this Agreement.

All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies, and benefits allowed by law or equity that the parties hereto may have now or may acquire in the future.

This Agreement contains all of the terms and conditions agreed to by the Landlord and the Renter. The terms and conditions of this Agreement may only be amended, terminated, cancelled, or altered by a written instrument signed by the parties to this Agreement.

No action or proceeding brought or instituted under this Agreement and no recovery from that action or proceeding will be a bar or defense to any further action or proceeding which may be brought under this Agreement by reason of any further failure in the performance and observance of the terms, covenants and conditions of this Agreement.

Any failure of either the Landlord or Renter to enforce any of the terms, covenants, or conditions of this Agreement does not infer or permit a waiver of any other right or benefit provided for

under this Agreement.

Time is of the essence in this Agreement.

**IN WITNESS WHEREOF** the Landlord and the Renter have duly affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LANDLORD:

RENTER:

\_\_\_\_\_  
City of Petersburg

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Physical address)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Driver's License # and State)

\_\_\_\_\_  
(Phone)