

**CEDARS OF LEBANON
P.O. BOX 6124
TYLER, TX 75711**

RENTAL CONTRACT

The event will start at _____ am/pm and end at _____ am/pm.

1. Event Date: _____

3. Responsible Party: _____

4. Business Name if applicable: _____

5. Rental Fee: Check one
10am-12 midnight Holidays \$1,250.00
 Friday *or* Saturday \$1,200.00
 Friday *and* Saturday \$2,000.00
 Sunday – Thursday \$900.00

The Total Rental Fee is due and payable on _____, 30 days before event.

Security is required for any event after dark. It is \$30 per hour, payable directly to Quality Private Patrol. 903-570-9110. If you plan to serve alcohol, see # 15.

We do not accept cash payments! Mail your Personal Check or Money Order to:

Cedars of Lebanon Club
P.O. Box 6124
Tyler, Tx. 75711

6. A Security Deposit of \$500.00 is required on all rentals, in addition to the rental fee and must be paid when the club is reserved. The security deposit will be refunded in full, no later than 15 days after the event, unless any of the provisions below should apply.

7. The Security Deposit **WILL BE REFUNDED ONLY IF:**

- A. There is no damage to the building, facility contents, or the grounds. Additional charges may be billed depending on the nature and extent of any damages.
- B. The function is CANCELLED OR RESCHEDULED within three (3) months of the rental event date. If it is cancelled or rescheduled closer than 3 months, your deposit will not be returned.
- C. All decorations are removed from the building and the grounds. NOTHING is to be attached to the ceiling, walls or floors by tape, staples, glue, or by any other method other than Command Strips, which must be removed at the end of the event.
- D. Bottles, cans or other types of debris are not left in the clubhouse or on the grounds. All debris and trash from inside and outside must be put in the garbage cans.
- E. The key is returned to Security or our Representative at the end of the event.

8. Park in designated areas. No vehicles are allowed on the front lawn!!!!

* Initial here _____

9. No smoking is allowed in the building, or within 20 feet of the doors of the building. Smokers must use smoking receptacles – NO butts on grounds!

10. Ice coolers, kegs, liquids, etc are NOT allowed on the wood floors.

11. The rental hours are 10am-12 midnight. The building will not be opened, or made available for decorating or preparations before 10AM on the day of the function. If the renter requests extended hours, there will be an additional charge of \$100 per hour for each hour after midnight. Extended hours must be requested at the time of rental. Under NO circumstance will the Club remain open past 2:00 AM.

12. Do not block the driveway around the front or rear of the building except when loading or unloading.

13. The Club provides 200 chairs, 25 tables (18-8ft, 2-6ft, 5-5ft. round tables) and 5 trash bins. The club does not furnish tablecloths.

14. A caterer of your choice may be used, or you may use the kitchen.

15. Alcoholic beverages are allowed in the Club and on the Club property. The following rules apply whether the renter provides the alcoholic beverage or allows the guests to furnish their own.

A. It is the renter's sole responsibility to ensure that the Club's designated licensed security officers, Quality Private Patrol, are on the premises with full time duty during the rental event. They must be present from the time that alcohol is consumed (even 1 beer) until the gates are locked at the end of the event. Alcohol is not allowed on property without security. NO EXCEPTIONS. Call 903-570-9110 to arrange with them. Payment for Security is an extra charge, payable to them. The number of security officers required depends on the number of guests:

- _____ 1) 1- 99 guests requires 1 Security Officer
- _____ 2) 100-200 guests requires 2 Security Officers

B. *Initial the appropriate box. Sign at bottom of this page (& page 3)

- *1) _____ Alcohol will be allowed at the event and I have read and understand all applicable rules.
- *2) _____ Alcohol will NOT be allowed

C. Failure to comply with these requirements shall result in forfeiture of your security deposit.

16. The Cedars of Lebanon Club, its' members or its' management, will not be responsible for any accidents on or off the premises due to alcoholic consumption by the renter or their guests. This responsibility rests solely with the contract renter.

17. As the Contract Renter, I release the Cedars of Lebanon Club of any liability regarding the consumption of alcoholic beverages being served on the premises for our function.

*** Renter's Signature _____ ***Date _____

18. The Contract Renter, Host or Hostess must be in attendance at the function at all times. The Renter is responsible for all of their guests and to make sure that they follow the rules outlined in this contract. No one under the age of 18 may be left unattended without adult supervision on the grounds of the Cedars of Lebanon Club.

19. No one is allowed beyond the fence, on the pier, or near the pond FOR ANY REASON.

20. The Club Representative will meet the Renter at an appointed time on the day of the event and provide a key for access IN and OUT of the club. At that time it is the responsibility of the renter to verify what time their event will end. If the Renter has to leave the Club unattended at any time that day, they must lock the front door (from the inside) and the back door with the key. If the key is not returned to the Club Representative or the Security Guard at the end of the event, the Renter's security deposit will not be returned.

By signing below, I have read, understand and agree to all of the terms of this rental contract.

*

RENTER'S SIGNATURE

PRINTED NAME

DATE

RENTER'S ADDRESS: Street

RENTER'S EMAIL

City, State, Zip

RENTER'S PHONE NO.

Enter "Return Deposit" address if different from above address.

CLUB REP. SIGNATURE

CLUB REP. PHONE NO.

DATE

\$ _____
DEPOSIT RECEIVED

CHECK NUMBER

DATE

\$ _____
DEPOSIT REFUNDED

CHECK NUMBER

DATE

OTHER NOTES _____

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in RENTAL OF THE FACILITIES AT THE CEDARS OF LEBANON, INC DURING AND AFTER THE COVID-19 VIRUS PANDEMIC (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge THE CEDARS OF LEBANON INC, ITS DIRECTORS, OFFICERS, AND MEMBERS AND ANY OF THEIR HEIRS, located at 5800 New Copeland Rd, Tyler, Texas 75703, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize the Cedars of Lebanon Inc, its Directors, Officers, and members and any of their heirs to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the the Cedars of Lebanon Inc, its Directors, Officers, and

members and any of their heirs official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE the Cedars of Lebanon Inc, its Directors, Officers, and members and any of their heirs AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST the Cedars of Lebanon Inc, its Directors, Officers, and members and any of their heirs FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of the Cedars of Lebanon Inc, its Directors, Officers, and members and any of their heirs, its agents, and employees.

I agree that this Release shall be governed for all purposes by Texas law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both and the Cedars of Lebanon Inc, its Directors, Officers, and members and any of their heirs agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency please contact the following person(s) in the order presented:

Emergency Contact

Contact Relationship

Contact Telephone

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE

READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL. I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

(Signature)

(Date)