



Leslie Villegas <leslie.villegas@co.hidalgo.tx.us>

Fwd: Monzi Venue Rental

1 message

Jaime Longoria <jaime.longoria@co.hidalgo.tx.us>
To: Leslie Villegas <leslie.villegas@co.hidalgo.tx.us>

Fri, Nov 22, 2024 at 1:39 PM

For cc

Jaime R Longoria, MSOL
Executive Director
Hidalgo County Community Service Agency

Begin forwarded message:

From: Leigh Tognetti <leigh.tognetti@da.co.hidalgo.tx.us>
Date: November 22, 2024 at 12:54:05 PM CST
To: Jaime Longoria <jaime.longoria@co.hidalgo.tx.us>
Cc: "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>, Robert Vina <robert.vina@da.co.hidalgo.tx.us>
Subject: Monzi Venue Rental

Mr. Longoria:

The attached contract is approved as to form.

Leigh Ann Tognetti
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano, Courthouse Annex III, 1st Floor
Edinburg, Texas 78539
 [\(956\) 292-7609 EXT 8182](tel:(956)292-7609)
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<Monzi original.pdf>



1507 NORTH ALAMO ROAD
EDINBURG, TX 78542
(956) 279-0915

PROMOTION CONTRACT

This contract for rent (the "Contract"), is by and between, hereinafter, "Hidalgo County Community Service" whose personal information is listed in the following paragraph, and *Monzi Social Events Center*, with its office located at 1507 North Alamo Road in Edinburg, Hidalgo County, Texas; hereinafter "The Lessor".

LESSEE INFORMATION

NAME: Hidalgo County Community Service
ADDRESS: 2524 N. Closter Blvd. Edinburg, TX 78541
TELEPHONE: 956-483-9458
DATE OF EVENT: Venue Services and food
EVENT FOR: 4 hours

This contract constitutes the entire and only agreement between the Lessor and the Lessee, and supersedes all prior verbal or contemporaneous agreements, representations and understandings with respect to the services and information provided by the Lessor website, and the subject matter of this contract.

Whereas, Lessee finds that the Lessor is willing to rent the reception site to take portion of portions of *Monzi Social Events Center*, ("the Premises") in the terms and conditions to be agreed upon this contract. This Contract shall initiate on:

Set-up Start on: p.m. A.M./P.M. and End on: _____ A.M/P.M. Initials _____

Now, therefore, in consideration mutual covenants set forth herein and intending to be legally bound, the parties hereto agree upon the following **TERMS, CONDITIONS, and COVENANTS:**

USE

The Lessee shall use the rented premises for "Venue Services and food" and no other purpose.

RENT AND PAYMENT TERMS

VENUE FOR 4 HOURS 150 TOTAL GUESTS
ARTIFICIAL FLOWER CENTERPIECES 15
CATERING SERVICE FOR 150 GUESTS

TABLES 150 # CHAIRS 150

REQUIRED DEPOSIT \$500.00

* free 150 coffee/coffee cart

PACKAGE PRICE \$7,000 special price

PLATINUM PACKAGE \$

GOLD PACKAGE \$

BRONZE PACKAGE \$

SUBTOTAL \$ 3,500

TAX 8.25% \$ tax exempt

For the use of the premises, Lessee agrees to pay the Lessor the total amount of:

GRAND TOTAL \$ 3,500

(amount does not include additional fees that may incur during the planning or post event)

OTHER FEES INCURRED

RESCHEDULE FEE \$ _____
INSUFF. FUND FEE \$ _____
EXTRA HOUR FEE \$ _____
DAMAGE FEE \$ _____

1. A non-refundable down payment in the amount of \$500.00 (Five Hundred Dollars & 00/100) is the required deposit before the execution of this Contract. The reservation is not guaranteed until deposit is paid in full. Lessee shall make consecutive monthly payments of \$500.00 EVERY FIRST of the month and monthly thereafter. Late Fee: If your payment is 10 days or more days past due, you will be charged a \$50.00 late fee each month until balance is paid current. If Lessee fails to make 3 consecutive monthly payments the Lessee will forfeit all funds given to Lessor and event will be cancelled.
2. If cancellation of the date agreed upon by the Lessee occurs, the total amount paid up to the date of cancellation to Lessor as required by the Contract shall be forfeited by Lessor as straighten out damages.
3. In the event the date is rescheduled by Lessee in according with Lessor, a \$1,000.00 (One Thousand Dollars & 00/100) would be assessed to the balance.
4. Be that the case of a returned check for insufficient funds by the Lessee, a penalty of \$50.00 (Fifty Dollars & 00/100) shall be due to the Lessor for each returned check.
5. An additional fee of \$1,000.00 (One Thousand Dollars & 00/100) per hour will be assessed for each extra hour or portion thereof the premises are occupied by the Lessee prior commencement of or after the contracted term.
6. Entire balance shall be paid in FULL 60 days before scheduled event date.

OCCUPANCY

The max occupancy level for the premises is 225 people. Lessee specifically acknowledges that he/she has been advised by the Lessor of the fire code. Lessee shall not admit over the number of people into the premises that can safely and freely move about in said rented areas. The decision of the Lessor in this respect shall be final. _____

FURNISHING & DECORATIONS

- A. **SETUP** The premises will be arranged with the number of tables and chairs contracted above. The lessee will choose from the selection of arrangements and table linens that the Lessor will provide.
- B. **CENTERPIECES** All centerpieces included in the package consist of artificial flowers only. There is an extra cost for natural flower arrangements according to the cost of each flower at the time of the event. Centerpieces are property of *Monzi Social Events Center* and shall not be taken from the premises.
- C. **FIXTURES AND INSTALLATIONS** Any additional special fixtures shall be provided and paid for by the Lessee under the supervision and with the approval of the Lessor.
- D. **DECORATIONS** Any item, chemical, substance that can be toxic, flammable, or hazardous to the venue or harmful to guests is not permitted. Absolutely no nails, screws, staples, tape or any form of writing allowed on walls, windows, floors, doors or ceiling (interior or exterior).
- E. **AV EQUIPMENT** Two 75 inch monitors are provided as part of the venue rental. A laptop will also be provided if there is a visual presentation or slideshow.

RULES AND REGULATIONS

- A. **CATERING, FOOD AND BEVERAGES** The client will have a selection of different entrees, from which to choose: one main entrée and two sides, accompanied by choice of a roll or croissant. The choice of tea or traditional lemonade will be provided by *Monzi Social Events Center*. The catering service includes waiter staff that will be assisting for a maximum of 2 hours. There is a 1-hour maximum limit prearranged for the catering services. Guests can purchase drinks such as waters, sodas, sport drinks, etc. at the bar area after the two hours. As a result, after the two hours have concluded, neither drink or food will be served after, due to Health Department Regulations. No outside catering allowed.
- B. Lessee is not allowed to serve or bring food, water, punch, iced tea or any other soft drinks, ice, alcoholic drinks, dessert bar or margarita machines into the premises. Such items must be acquired at the premises bar. All desserts must be approved by Lessor at the time of contract as noted below.

RESTRICTIONS

- A. Smoking, vaping or any type of illegal drugs are prohibited in the premises. Guests can smoke outside in the designated areas *only*.
- B. The stage area is designated for the use of the performing artists, DJs and/or musicians only. Please refrain from having any other guests on the stage.
- C. Any item that can cause damage to the premises or a person is prohibited. This includes chemicals, substances that are toxic, flammable, or hazardous to the venue or harmful to guests.
- D. Service Pets are allowed only if needed by a guest with special needs or previously approved by Lessor.
- E. Lessee shall not assign this contract or use the premises other than for the event herein specified, or sublet the premises part thereof, including the parking lot and surrounding of the building.
- F. Firearms, knives, tasers or any other weapon are prohibited inside the venue.

ALCOHOLIC BEVERAGES

- A. Consumption of alcoholic beverages is not allowed by anyone under the age of 21. An additional **\$100.00** (one hundred dollars & 00/100) fee will be added to the balance if intended to serve alcohol.
- B. No outside **BEER** is allowed to be brought in to *Monzi Social Events Center*.
- C. \$250.00 Fee to bring in Liquor or Wine Bottles (Flat Fee)

ADDITIONAL SERVICES

There will be an additional charge of **\$100.00** (One hundred dollars & 00/100) fee for services such as Dessert Bar Vendors, or Photo Booths.

DISORDERLY CONDUCT

Lessor and/or security guard reserve the right to cause the removal of Lessee, Lessee's agents or any other guests from the premises or to cancel the event in its entirety without refund due to misconduct or disorderly conduct by Lessee, Lessee's agents or guests.

THEFT, DAMAGES AND ACCIDENTS

Lessor is neither liable nor responsible for any theft, damages or accidents occurring on the premises at *Monzi Social Events Center* or any part thereof, including parking lot and surrounding areas of the building.

Monzi Social Events Center is not responsible for loss of theft, damage or injury occurring in connection with the use of the venue, Lessee party is the only responsible for the welfare of guests and the condition of their personal property while at the premises.

Should there be notable damages within the property of *Monzi Social Events Center* during setup, actual event or post event, Lessee shall be responsible for fees as determined by Lessor.

COMPLIANCE WITH LAWS

Lessee shall comply with all laws of the United States, the State of Texas, City of Edinburg ordinances and abide with all the rules and regulations of the City of Edinburg, police, fire department or other municipal authorities.

AMENDMENTS

All amendment, modifications or alterations of the terms hereof shall be in writing, dated, subsequent to the hereof and duly executed by both parties. Otherwise, such modifications shall be not binding.

INCLEMENT WEATHER

Monzi Social Events Center will not be held liable by the Lessee and the Lessee will not have any claim of whatsoever nature against *Monzi Social Events Center* as a result of *Monzi Social Events Center* not being able to provide services as a result of inclement weather, fire or any sudden unforeseen event that may prevent it from fulfilling its obligations including power failures. In the event the premises or any of the parking lot and surrounding areas of the building shall be destroyed or damaged by fire or any unforeseen occurrence or stated by local, state or federal authorities, the Lessor is not obligated to continue with this contract. It will be both Lessor and Lessee's responsibility to determine, according to the severity of the damages to reschedule or cancel the event.

The Lessor will be in contact with Lessee or assigned agent **one week** prior to event to finalize the arrangements including set-up time, break down and any other restrictions. *This document does not include additional fees that may be incurred or requested by Lessee, Lessee's agents and/or guests at time of setup, actual or post event. These fees will be determined by Lessor post event after assessing the condition of the premises and services rendered on the date of the event.*

IT IS UNDERSTOOD AND APPROVED THAT THE RULES AND REGULATIONS, WHICH ARE ATTACHED HERETO FORM PART OF THIS CONTRACT, AND ARE HEREBY INCORPORATED BY REFERENCE FOR ALL PURPOSES. LESSEE, BY THE EXECUTION OF THIS CONTRACT, ACKNOWLEDGES THAT SUCH RULES AND REGULATIONS HAD BEEN THOROUGHLY READ AND UNDERSTOOD IN FULL THEIR MEANING AND EFFECT.

In witness whereof, the parties have been extended this contract on _____, in multiple counterparts, each of which will have the same force and effect as original.

10/23/24

Lessee Signature

Date

[Handwritten Signature]

Monzi Social Events Center Authorized Rep. Date

10/23/2024