

Rental Agreement

City of Waller Civic Center

This Agreement made between **City of Waller**, hereinafter referred to as “**THE CITY OF WALLER**” and, _____, hereinafter referred to as “**RENTER**” is for Renter’s use of the Waller Civic Center, located at 3007 Waller Street, Waller, Texas 77484.

This Agreement includes and incorporates the conditions of RENTAL AGREEMENTS attached or on file with the City of Waller and all applicable City of Waller Rules and Regulations, and federal, State, and local laws.

Rental Categories

1. Renters:

Renters are identified as individuals, for profit and non-profit organizations, and governmental entities who hold a function and require use of the City of Waller Civic Center Facility. **A cleaning/damage deposit of \$200.00 is required unless otherwise designated by the City of Waller.**

2. Non-Profit Events

Non-profit is defined as any religious, charitable, social, educational, or civic group which does not distribute profits or dividends to the members thereof, and where profit is not it’s primary objective. **A deposit may be waived for Non-Profit events if designated by the City of Waller. Non-profits must provide the City with proof of non-profit status. Security Deposits shall not be waived.**

3. Determination of Use:

The City of Waller or its designee shall make a determination of allowable use for all rental types and will resolve questions regarding rental fees. If the renter disagrees with the decision rendered the applicant may appeal the decision to the City of Waller.

The Renter agrees to pay \$_____ for rental of the Civic Center (“Rental Fee”). The Renter agrees to pay an additional Two Hundred Dollars (\$200) for a cleaning/damage deposit (“Security Deposit”). Rental Fee and Security Deposit must be paid to finalize a reservation. The amount of \$200.00 is refundable subject to the terms of this Agreement.

If cleaning and/or damage repair exceeds the deposit of Two Hundred (\$200.00), the renter agrees to accept full responsibility and liability for the additional amount.

The City of Waller Civic Center Rules and Regulations are incorporated by reference into this Rental Agreement. A copy of the Rules and Regulations may be obtained from City Hall.

The Renter agrees to abide by the terms of this Rental Agreement and the Rules and Regulations, the City of Waller may unilaterally terminate the contract.

Civic Center General Fees

Room	Mon.-Thurs. (8am-11pm)	Fri.-Sun. (8am-12am)	Deposit
Banquet	\$100/hr.	\$200/hr.	\$200
Meeting	\$50/hr.	\$100/hr.	\$200
Banquet + Meeting	\$125/hr.	\$250/hr.	\$200
*All rentals are required a 2-hour minimum			
Kitchen Fee: \$25 (Any usage of the kitchen)			
Cleaning Fee: \$75.00 required charge			
*Rented on first come first served basis			

Civic Center Non-Profit Fees

Mon-Thurs. Day Meetings	Meeting Room: \$25 per hour with no deposit Banquet Room: \$50 per hour with no deposit
Special Weekend Events	Regular Room Rates (based on 2 hours minimum.)

Security Fees

Officers Needed	Fee	Hours
2	\$200	4 (max)
*Any room with alcohol or any teenage event will require security.		

Table and Chairs Fees

Auditorium	
150 Guests (with tables and chairs)	No Charge
Above 150 Guests (with tables and chairs)	\$5 for a table with chairs

Rental Dates: _____

Room: _____

Rental Times: _____ **Anticipated Attendance:** _____

Non-Profit Organization? Y/N **Will alcohol be served? Y/N**

Name of Event: _____

Contact Person: _____ **Phone:** _____

Address: _____ **Email:** _____

Conditions of Rental Agreement:

- A. A walk through must be performed at the beginning of your rental time. You must document any damages and email cward@wallertexas.com with pictures and details within 20 minutes of your arrival. You will be given a code that will allow you in and out of the building during your rental time.

_____ (Initial)

- B. Permission and scheduling for the use of the Civic Center and the use of City equipment shall be issued through the City of Waller.

_____ (Initial)

- C. All persons must leave the City’s premises at the conclusion of the rental.

_____ (Initial)

- D. Permission for the use of the facilities may be revoked when there has been violation(s) of any of these conditions or any other regulations.

_____ (Initial)

- E. All Renters will be billed and/or charged for any additional cost associated with unreasonable wear or breakage to the City’s property, and/or custodial cost required due to leaving the facility in an unclean or damaged condition.

_____ (Initial)

- F. Renter is responsible for ensuring that minors using the Civic Center are supervised by an adequate number of adult sponsors to assure proper care and use of the City’s property.

_____ (Initial)

- G. **Smoking is not allowed on the premises.**

_____ (Initial)

- H. A cancellation of the event and/or a request for a refund must be made submitted in writing to the City of Waller. Determinations on such requests will be made at the City’s sole discretion.

_____ (Initial)

I. Renter may not, for any reason, place nails, tacks, holes, tape or adhesive of any kind or any other form of attachment to the walls, ceiling, floors, or other surfaces in the building.

_____ (Initial)

J. No glitter, rice, or confetti may be used in decorations or activities at the Civic Center. Failure to comply will result in the loss of the deposit, and additional charges for damage may apply.

_____ (Initial)

K. No bounce houses, trampolines or similar items are allowed.

_____ (Initial)

L. No barbeque pits are allowed.

_____ (Initial)

M. Renter may not sublet, assign or transfer this Agreement, without permission of the City, and in no event may derive any profit off the subletting, assignment or transferring to other.

_____ (Initial)

N. Votive candles or candles of any type may not be used on Civic Center premises unless prior permission is given by the City.

_____ (Initial)

O. Renter may not charge admission to the parking lot, building, or lawn.

_____ (Initial)

P. The City is not responsible for any damage to or loss of Renter's property.

_____ (Initial)

Q. The City's liability for all claims related to the use of the Civic Center is limited to the amount of the rental fee actually paid.

_____ (Initial)

R. Renter is responsible for cleaning up at the end of their rental. Renter is responsible for taking the trash outside to the dumpster area and mopping floors at the end of their rental.

_____ (Initial)

S. Renter understands that no City official may waive any requirement in this Agreement or the Rules and Regulations.

_____ (Initial)

T. Renter understands that rental of the Civic Center is rental "as is". No alterations to the facility will be made for Renter's event.

_____ (Initial)

U. Renter agrees to sign off on "End of Rental Checklist" at the conclusion of event.

_____ (Initial)

CAPACITY OF THE BANQUET ROOM IS 330
CAPACITY OF THE MEETING ROOM IS 99
MAXIMUM CAPACITY OF CIVIC CENTER IS 429

MY SIGNATURE VERIFIES THAT I HAVE FULLY READ THIS RENTAL AGREEMENT AS WELL AS THE CONDITIONS OF RENTAL AGREEMENT, AND I AGREE TO AND DO ACCEPT FULL RESPONSIBILITY TO ABIDE BY THESE CONDITIONS AS WELL AS OTHER APPLICABLE LAWS AND REGULATIONS. I AGREE TO ACCEPT FULL LIABILITY OFR DAMAGES OTHER THAN THOSE CAUSED BY NATURAL DISATERS OR ACTS OF GOD, CAUSED TO THE CIVIC CENTER DURING MY RENTAL.

Print Name _____

Mailing Address _____

City, State, Zip _____

Work Phone _____

Home Phone _____

Cell Phone _____

Renter's Signature _____ **Date** _____

City of Waller Official Signature _____ **Date** _____

FOR OFFICE USE ONLY

Total Amount Charged \$ _____

Deposit Received \$ _____ Date _____ Check # _____

Initials _____

Amount of Deposit Returned \$ _____ Date Deposit Returned _____

Deposit Returned To: _____ Date _____

Initials _____