



## WALLER CIVIC CENTER RENTAL and USE POLICY

### Rental Procedures/Rules

1. Reservations must be made through the office of the City Secretary, Waller City Hall, 1118 Farr Street, Waller, Texas. No reservations or cancellations will be confirmed until written request is received in person, or by email, fax, U. S. Postal Service, or courier.
2. All rental fees must be paid in full a minimum of two weeks in advance for all organizations meeting on a recurring basis as stated in the contract.
  - a. Rental fees must be paid at the time of reservation for confirmation.
  - b. **NO** reservations will be taken without rental fee payment.
  - c. The refundable security deposit must be posted at least two weeks prior to reservation date, but no earlier than three months prior to rental.
  - d. Refundable deposit check will only be held until after rental to insure against damages.
  - e. Refunds will be returned to the applicant within two weeks following the event.
3. Any person or group renting the Civic Center for a public function shall not prohibit, dissuade, prevent, or exclude any member of the public based upon or regarding an individual's race, color, religion, sex, sexual orientation, age, national origin, or disability. Public Function is defined as open to the general public.
4. All public notices, advertisements and announcements of any Public Function must state **"This event is not endorsed or sponsored by the City of Waller"**.
5. The rules regarding a Public Function must be adhered to if such event is determined by City staff to be open to the public.
6. Private Functions cannot be advertised, promoted, announced, or opened to the public in any manner. A Private Function is defined as invitation only, membership or organized event for a specific group, such as Junior/Senior High School Prom.

7. For additional security purposes, some functions may require uniformed Peace Officers. The City staff will instruct users as to additional requirements and fees.
8. No person or group shall use any area or facility of the Civic Center, including the parking lot or Civic Center grounds, for any purpose other than for the purpose for which it is designed, designated, or assigned.
9. Patrons attending functions at the Civic Center may not remain in the building or the parking area, or on the Civic Center grounds, at any time other than the hours reserved for the function when it is open to the public. A City employee will be on duty during the entire rental time, arriving 30 minutes prior to reserved function time and staying 30 minutes after end of the reserved function time.
10. All displays, lecture materials, equipment, supplies, etc. must be removed at the conclusion of each function, unless prior arrangements have been made.
11. Fund raising activities of a humanitarian nature will require written permission from the City Secretary, with an explanation of product.
12. No animals are allowed in the Civic Center, with the exception of Service Dogs (as defined by the Americans with Disabilities Act).
13. Children must be supervised at all times and must remain in the room assigned for their event's use.
14. Nothing is to be stapled, nailed, glued, or attached to the walls, doors, windows, tables and chairs in any manner. All tape must be completely removed after each rental. No type of materials may be used to post or decorate which would damage or remove paint from the facility surfaces or any of the City owned furnishings.
15. All food and/or beverages must be removed from the Civic Center at the conclusion of the function.
16. Garbage cans with plastic liners will be provided by the City. When vacating the facility, user must remove all trash and place in the outside garbage receptacle provided. In addition, all tables must be wiped with a damp cloth. Floors must be swept, but mopping with clear water is not required unless there is a spill. Brooms, dustpans, mops, and mop buckets are available upon request.
17. The City staff will provide information about the room capacity.
18. All groups must be considerate of others using the Civic Center and may not interfere with other groups' activities.
19. No tobacco products are allowed inside the Civic Center. A designated outdoor smoking area will be identified, and an appropriate receptacle will be provided.
20. Serving of alcohol must be done in compliance with the **Alcohol Use** section.
21. Contact person is responsible for conveying rules of the Civic Center use to anyone taking charge of the group, as well as all participants attending meetings or functions.

22. All religious activities may be scheduled on a temporary basis only, not to exceed three months, except in case of emergency, and only with Council approval.
23. In order to assure refund of deposit, before vacating building, contact City staff on duty to verify that conditions of room and responsibilities have been met.

### **Alcohol Use**

1. Alcohol or alcoholic beverages are not allowed without the consent of the City Secretary.
2. At any function where alcohol or alcoholic beverages will be served, it will be necessary for the Rental Party (Contact Person) to pay for the services of off-duty Waller Police Officers, or licensed Peace Officer(s) approved by the Waller Police Department, during the entire time the Civic Center is being reserved or used. If Waller Police Department Officers are not available, Peace Officers from another law enforcement agency must be employed, with the approval of Waller Police Department.
3. At any function where alcohol or alcoholic beverages will be served, a minimum of one licensed Peace Officer for every 100 people in attendance is required.
4. The Peace Officer or Officers will be paid directly by the contracting party and will be scheduled by the Police Chief, or his/her designee. Fees are established in the rate schedule, and are due at the beginning of the reservation time scheduled. Peace Officers will be paid in cash or money order. Peace Officers will be paid a minimum of four hours plus the hourly rate for each additional of portion thereof.
5. No alcohol or alcoholic beverages may be sold in or on the premises of the Civic Center.
6. No alcohol or alcoholic beverages may be consumed outside the Civic Center.
7. Alcohol and alcoholic beverages may not be served to minors at any time, including at a private function.
8. At the discretion of the Peace Officer assigned for security, or the City staff member on premises, any individual appearing intoxicated will be asked to vacate the Civic Center premises. If a person is intoxicated, and is asked to vacate the premises, person(s) responsible for the rental must designate someone who is available to transport the intoxicated person home to avoid possible dangers of driving while impaired. Refusal of that individual to leave will result in immediate cancellation of the event at that time and forfeiture of all fees and/or deposits.

## **Cancellation Procedure**

1. Reservations may be canceled in writing by the event representative, but NO reservations or cancellation will be confirmed until written request is received by email, fax, U.S. Postal Service, or courier, or delivered in person to the City Secretary.
2. All fees and/or deposits will be refunded by mail no later than fourteen days following the cancellation provided the cancellation is received fourteen days prior to the scheduled event.
3. Failure to give specified cancellation of reservations notice to the City Secretary in a manner described in Paragraph 1 will result in forfeiture of fees and/or deposits.

## **ACKNOWLEDGEMENT**

**I have read the rules concerning the use of the Waller Civic Center and agree to abide by these rules.**

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**Name of Organization**

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**Date**

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**Contact Representative Signature**

# WALLER CIVIC CENTER POLICIES & PROCEDURES

## SECTION 1. USER CATEGORIES

**User fees are determined by the following status of each applicant. Users are categorized as:**

1. Residents – Citizens of Waller, Texas
2. Individuals – Non-citizens of Waller, Texas
3. For Profit business
4. Non-profit organizations which charge for services
5. Non-profit clubs and organizations
6. Waller based non-profit youth organizations

### **Required Documentation:**

1. Residents
  - a. Driver's License
  - b. City of Waller utility bill
2. Individuals – non-citizen of Waller, Texas
  - a. Driver's License
3. For Profit business:
  - a. Sales Tax Certificate
  - b. Statement of services by the applicant.
4. Non-profit organization which charge for services:
  - a. Sales Tax Certificate
  - b. Copy of Charter or Articles of Incorporation
  - c. Statement of services by applicant
5. Non-profit clubs and organizations:
  - a. Copy of Sales Tax Exemption Certificate

- b. Copy of Charter or Articles of Incorporation (501-3c)
  - c. Statement by applicant for purpose of the event
6. Waller based non-profit youth organization
- a. Statement by applicant verifying the youth organization.
  - b. Statement by applicant for the purpose of the event

**Assignment of Rental** – To facilitate fair and equitable use of the Civic Center, approved applications for rental will be on a first come/first served basis.

**Scheduled event of Activities Calendar**

If proper cancellation of rental is met, the next dated application will be notified of availability.

- a. The City Secretary will review each application for compliance and notify the applicant within five business days.
- b. The Civic Center and parking lot may be used only for the time period and purpose reserved, unless prior approval for a change is approved by the City Secretary.
- c. Religious activities may be scheduled on a temporary basis only, not to exceed three months, except with prior approval of the City Council.
- d. Political fund-raising activities are not permitted in the facility.
- e. Non-political fundraising activities of a humanitarian nature may be scheduled in the Civic Center in accordance with the appropriate fees.
- f. The Civic Center will not be available for rental on City-approved Christmas or New Year's holidays.

**Waiver of Fees** – It is neither the policy nor the practice of the City Secretary's office to waive any fees for the use of the Civic Center. Any waiver of fees must be made by the City Council. If you request a waiver of fees for the use of the Civic Center you must submit your request, in writing, to the City Council, and include a detailed statement explaining why you believe the City Council should waive the Civic Center user fees for your event.



## INDEMNIFICATION

LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgement (hereinafter "claims") recovered from and asserted against CITY on account of injury or damages to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any agents, servants, employees, contractors, patrons, guests, licensees, or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance, or governmental order of any LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy of use of the LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.

Signature : \_\_\_\_\_(LICENSEE)

Date: \_\_\_\_\_

City of Waller : \_\_\_\_\_(City Secretary / Staff)

Date: \_\_\_\_\_