



CITY OF UHLAND

15 North Old Spanish Trail
Umland, TX 78640
(512) 398-7399
city@uhlandtx.us

COMMUNITY CENTER RENTAL APPLICATION AND AGREEMENT

The City of Umland (“City”) operates the Umland Community Center (“Facility”) that is available to the **residents of the City of Umland** for community activities.

Name of group or person renting Facility (Renter): _____

If a group, the name of the contact person for the Renter: _____

Billing Address: _____ City: _____ St: _____ Zip: _____

Home Phone: _____ Cell Phone: _____ Emergency Contact Phone: _____

Date of Rental: _____ Beginning Time: _____ Ending Time: _____ (8 hour limit)

Event must be over by 10:00pm

Type of Event: _____

Maximum number of persons at the event: _____

Building occupancy is 350 people.

ACCEPTANCE

The City reserves the right to amend the rules and regulations at any time, and may do so without notice if the circumstances are urgent. Renter agrees to request updated rules and regulations prior to each use and comply with the current rules and regulations applicable at the time of use. The City does not discriminate on the basis of race, religion, sex, or national origin. Facility may not be used for discriminatory or illegal purposes.

Special Conditions:

No ALCOHOL ALLOWED at any event.

No Confetti

Facility monitored by cameras

Included below are any special additional terms of this agreement or any special conditions or understanding of the terms of use (attach additional page if necessary): _____

The City is not responsible for any property losses or personal injuries suffered by the organization, group or individual attending any function at the Facility. The City is not responsible; however the Renter may be responsible for any and all accidents, injuries or damages occurring at the Facility or in route to and/or from the Facility, including those that are as a result of the consumption of alcohol at the Facility. All activities at the Facility must have an adult present.

BY SIGNING BELOW, I HEREBY AGREE THAT I HAVE RECEIVED A COPY OF THE RULES AND REGULATIONS WHICH ARE INCORPORATED HEREIN AS THOUGH FULLY TRANSCRIBED HEREIN. I AGREE THAT I SHALL INDEMNIFY AND HOLD THE CITY HARMLESS AS PROVIDED IN THE RULES AND REGULATIONS. I have read and understand the rules and regulations for the use of the Facility and agree with the conditions for use found in this agreement and the rules and regulations as amended including the return of the deposit policy. I assume all responsibility for the condition of the Facility and agree with the conditions for use and for the return of my deposit. I am over 18 years of age.

Renter Signature: _____ **Renter Name:** _____ **Date:** _____

For Office Use Only:

ID Photocopied and copy attached to contract? _____

Deposit Amount: \$ _____ Date Paid: _____ Rental Amount: \$ _____ Date Paid: _____

Deposit Amount Returned: \$ _____ Date Paid: _____ Check #: _____

Additional Damage Fees: \$ _____ Date Paid: _____

After Event Inspected by _____ Date _____

Condition _____

FACILITY RULES AND REGULATIONS FOR USE

Renter: It is expected that you will follow all conditions in this contract or risk being held responsible for damages, if any portions of this contract are waived or changed by the City, you must get those waived items or changes in writing and signed by the city.

The City, being the owner of the Facility, including all the buildings and grounds thereof is authorized to establish rules, regulations and policies concerning the Facility or use of such (the "Rules"). The City has the exclusive right to contract for use of the Facility. Renter shall comply with and ensure all guests of the Renter comply with the following minimum requirements:

USAGE

The Facility is provided for general usage. The City reserves the right to have final approval on all activities or events scheduled at the Facility. The City reserves the right to designate hours that the Facility is available for use and to remove any person or group failing to comply with the Rules. The City reserves the right to require security is provided at the Renter's expense.

SCHEDULING

1. The Facility shall be reserved through the Community Center Manager at 512-398-7399
2. Reservations are taken on a first paid, first served basis. The City reserves the right to establish annually renewed reservations for major events
3. The City reserves the right to refuse any request for reservation of all or any portion of Facility.
4. The City reserves the right to cancel any event in which untrue information was given and/or if the event is felt to be detrimental to the operation of the Facility and/or contrary to the rules and regulations governing the use of the Facility.
5. Individuals making reservation must be 18 years of age and Resident of Umland to rent any portion of the Facility
6. The City accepts personal checks, money orders, cash or cashier's checks for payment
7. Reservations are not confirmed until all required amounts (rental fee, deposit) are paid
8. No HOLDS without payment will be allowed.
9. Only **candy filled piñatas** are allowed
10. Premises are monitored by cameras

DEPOSITS

The deposit is intended to cover damage and any required additional clean-up of the Facility. Renters agree to reimburse the City for all damages and additional clean up not fully covered by the Renter's deposit.

You risk having your deposit or a portion of the deposit forfeited (taken away from you) if any of the following occur:

- Building is left unsecured (unlocked).
- Smoking in the building.
- Setting off fire alarms.
- Damage to the facility itself, equipment, furnishings, or decorations including damage from the attachment of banners, posters, streamers, signs, discharge of fire extinguishers for NO reason.
- The issuance of a citation or ticket from a law enforcement department, due to activities of the event participants.
- Failure to clean-up the Facility by the designated time for that facility to be vacated.
- The violation of any of the conditions, policies, or agreements in this rental contract.
- Alcohol on property.

RENTAL FEE & SECURITY FEE REFUNDS

Rental Fees:

- 100% Refund - If you cancel your event 90 days or more prior to the scheduled date.
- 50% Refund - If you cancel your event 89 days - 30 days prior to the scheduled date.
- No Refund - If you cancel your event less than 30 days or more prior to the scheduled date.

(The above only impacts your rental fee, if you cancel your event, you will receive your entire deposit back.)

CONDITIONS FOR USE

As a condition of use, the Renter shall be responsible for supervising all aspects of the event and all persons permitted by Renter to be within the Facility to adequately ensure:

- **DO NOT PARK IN FRONT OF THE FIRE DEPARTMENT.**
- **Events cannot begin earlier than 8 am.**
- **Events must end before 10 pm.**
- **Supervision of any and all activities and guests of Renter.**
- **Before leaving the Facility, ensure that the Facility is cleaned and that everyone involved with the event has left the Facility.**
- **Rules and regulations for the Facility are enforced among everyone involved with the Event and that any Un-co-operative persons or persons conducting themselves in a disruptive manner are safely removed from the premises immediately.**
- **The inspection of the Facility and any adjacent areas to be utilized, for the presence of any defects, hazards or circumstances that may cause injury or be incompatible with the use scheduled of the Facility prior**
- **Immediately notify the City verbally and in writing of any premise defect, hazard or hazardous condition or circumstances identified.**
- **No activities occur at the Facility that are in violation of an applicable law or ordinance.**
- **No conveyance, assignment or other subcontracting of the Facility is made to any person or entity without the express, written agreement of the City.**
- **No construction or alteration of the Facility which has not been expressly approved by the City.**
- **NO ALCOHOL, this will result in the loss of Deposit.**

-
- **Please ensure that no water or other liquid damages the Facility, please clean up spills immediately.**
- **City Park is open to all Umland residents, at all times.**
- **No climbing on buildings, throwing rocks at City buildings, or misuse of Park will not be allowed.**
- **All Children must be accompanied by an adult while using Park. See Park Rules sign for further information.**
- **Facility monitored by cameras**

MISCELLANEOUS RULES AND PROHIBITIONS

- Renters are responsible for the clean-up of the Facility, prior to the end of the event, unless prior, written approval from the City has been given.
- The City is not responsible for items left in the Facility.
- All personal property must be removed at the time of clean up
- Smoking is not allowed in the Facility or within 25 feet of the Facility.
- Grilling (charcoal, gas, BBQ, etc.) is not allowed in the Facility or within 25 feet of the Facility.
- Use of fog/smoke machines in indoor Facility is prohibited
- **Use of glitter, confetti, dance wax, corn meal, or other similar substances is prohibited at the Facility**
- Candles or open flames must be approved in advance, in writing, by the City.
- Proof of residency required
- Renters are responsible for setup and take-down/storage of tables and chairs.
- Groups who wish to decorate must do so within their rented time.

ALCOHOL is not allowed on City Property.

- No sales of alcoholic beverages are permitted at the Facility.
- Minors shall not be permitted, under any circumstances to consume alcohol on City premises.
- Renter shall peacefully remove or any person or group of persons not complying with state laws and regulations.
- Renter shall be held accountable for any act resulting from the consumption of alcohol within the portion of the facility rented.
- Facility monitored by cameras.
- **This is an older building, and it is not wired for extensive electrical equipment.**

CLOSURE

The City reserves the right to close all or any portion of Facility, with or without notice. The City may inspect the rented Facility prior to or during any event. The City is not required to have available staff to monitor the use of the rented Facility. Renter shall be responsible for any damage resulting from use of the Facility and other portions of the Facility caused by use of Renter, Renter's members, or Renter's invitees.

- a. The Renter agrees to close the Facility and notify the City immediately for the following reasons:
 - i. An environment that would create dangerous condition if the Facility are used.
 - ii. The existence of a public health or safety issue requiring the Facility to be closed in the interest of participant safety and/or preservation of Facility integrity
 - iii. Other unforeseen circumstances making use of the Facility unsafe to the public or likely to cause damage to the property or injury to persons.
 - iv. Damage in excess of minor damage (minor damage being damage which is less than \$50.00 in cost to repair) must be reported immediately and all activities which may further damage the property must be ceased
- b. It is the responsibility of Renter to inform participants, members and invitees of any closure decisions.

CANCELLATION

The City may cancel the use agreement at any time with or without notice and with or without cause. The Renter shall receive a full refund of the deposit as the sole remedy. The City shall not be responsible for any losses to the Renter as a result of the City terminating the use agreement or refusing to allow the use as reserved. Cancellation by the Renter may result in a forfeiture of deposit as detailed above.

CITY'S RIGHTS AND DUTIES

The City agrees that for the sole consideration expressed herein, Renter shall have use of the Facility above. The City shall not charge any additional rental or admission fees to Renter, Renter's representatives or Renter's invitees except fees and costs as provided in the Rental Agreement. The City reserves the right to refuse to allow any Renter, Renter's representative or invitee to conduct any activities at Facility if the City determines that the individual has not followed the rules and regulations of Facility or the conduct of the individual is unbecoming or otherwise inappropriate for the proper decorum of the Facility.

FEES AND COSTS OF USAGE

Renter shall not be responsible for more than the actual costs of repairing any Facility. Renter shall not be responsible for ordinary wear and tear and may object to any charges for damages. The City's Board of Aldermen shall have the right to make the final decision for any appeal from a decision to charge Renter for repair costs to the Facility. The appeal must be made within 10 days of the decision to charge for damages to the City Administrator. The City reserves the right to refuse to further rent the Facility to any individual and any entity which has failed to reimburse the City for costs of damages or any portion of a rental fee.

NOTICES

Any notice required due to a defect or dangerous conditions shall be immediately provided to the City; contact listed on the bulletin board at the entrance to the Community Center (attached). Renter shall provide the City with a written itemization of any damage resulting from Renter's use, including the activities of any guests, members' invitees, officers, employees, representatives, officers, directors or other agent of Renter, within 24 hours of the damage. Notice shall be mailed or hand delivered within 24 hours

IMMUNITY

The Facility rented are recreational in nature. THE CITY'S IMMUNITY FROM SUIT AND DAMAGES INCLUDES SPECIFIC IMMUNITY FOR RECREATIONAL ACTIVITY, AS WELL AS OTHER GOVERNMENTAL IMMUNITY. The Renter, for itself, its officer, directors, agents, representatives, employees, members visitors, contractors and subcontractors waives any further notice and shall as it deems appropriate notified and share the information concerning the City's immunity from suit and/or damages found in the Civil Practices and Remedies Code Chapter 75 and 101, as well as other common law and other statutory provisions. USE OF THE FACILITY AND/OR RENTAL OF THE FACILITY IN NO MANNER IS INTENDED BY THE CITY TO REDUCE, MODIFY OR OTHERWISE ABROGATE ANY FORM THE CITY'S IMMUNITY FROM SUIT OR DAMAGES. Renter agrees to take the premises "as is" and "whereas" with all latent and patent defects. Renter shall exercise due caution and care to ensure the premises rented are in safe condition at all times.

INDEMNITY

Renter, its officers, directors, agents and representatives, agree, to the fullest extent permitted by law, to indemnify and hold harmless the City and its officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omissions on the part of Renter, its officers, directors, agents, representatives, employees, members, visitors, contractors and subcontractors which may arise out of or result from Renter's occupancy or use of the Facility and/or activities conducted in connection with or incidental to the Rental Agreement. Renter shall also indemnify City and its officers, directors, agents, representatives and employees against any and all mechanics and material men's liens or any other types of liens imposed upon the Facility arising as a result of Renter's conduct or activity. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims are alleged as common law, statutory or constitutional claims, or otherwise. And, this indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to Renter, or to any of its agents, representatives, employee's members, visitors, contractors, and subcontractors, or to anyone directly or indirectly employed by any of them. Renter affirmatively agrees to ensure that the individuals and entity shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

TEXAS LAW GOVERNS

The Rental Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Caldwell County, Texas. Venue shall lie exclusively in Caldwell County Texas.

PROHIBITION OF EXCLUSIVE RIGHT

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

PROPOSED RENTAL FEES:

½ Building (Kitchen/Foyer/Classroom) \$150. Per day (8 hours)

Whole Building (including Council Chambers) \$300. Per day (8hours)

Cleaning Fee

Kitchen/Foyer/Classroom \$150.

Whole Building \$300.

Deposit

Kitchen/Foyer/Classroom \$200.00

Whole Building \$400.00

Deposit will be released after seventy two (72) hours.

Deposit will be forfeited if not cleaned or if damages occur

NO ALCOHOL ALLOWED

ENTERING NON-RENTED AREA'S OF BUILDING WILL RESULT IN IMMEDIATE FORFEITURE OF YOUR DEPOSIT