

RENTAL AGREEMENT

WALLER COUNTY COMMUNITY CENTER

This Agreement made between **WALLER COUNTY**, hereinafter referred to as “**OWNER**,” and, _____, hereinafter referred to as “**RENTER**,” is for Renter’s use of the Waller County Community Center, located at 21212 FM 1098 Loop, Prairie View, Texas 77445.

This Agreement includes and incorporates the conditions of RENTAL AGREEMENTS attached or on file at the Waller County Judge’s Office, and all applicable Waller County 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 Waller County Community Center Facility. **A cleaning/damage deposit of \$100.00 is required unless otherwise designated by the Waller County Commissioner’s Court.**

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 its primary objective. **A deposit may be waived for Non-profit events if designated by the Waller County Commissioner’s Court. Non-profits must provide the County Judge’s Office with proof of non-profit status. Security Deposits shall not be waived.**

3. Determination of Use:

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

The Renter agrees to pay \$_____ for rental of the Community Center (“Rental Fee”). The Renter agrees to pay an additional One Hundred Dollars (\$100.00) for a cleaning/damage deposit (“Security Deposit”). Rental Fee and Security Deposit must be paid to finalize a reservation. The amount of \$100.00 is refundable subject to the terms of this Agreement. If cleaning and/or damage repair exceeds the deposit of One Hundred

Dollars (\$100.00), the Renter agrees to accept full responsibility and liability for the additional amount.

The Waller County Community Center Rules and Regulations are incorporated by reference into this Rental Agreement. A copy of the Rules and Regulations may be obtained from the Waller County Judge's Office or online at <http://co.waller.tx.us/page/CommunityCenter>.

The Renter agrees to abide by the terms of this Rental Agreement and the Rules and Regulations. If the Renter violates the terms or conditions of this Rental Agreement, or any of the Rules and Regulations, the Owner may unilaterally terminate the contract.

Definition

Full Day Rental	8:00 A.M. – 12:00 Midnight
Morning Rental	8:00 A.M. – 12:00 Noon
Afternoon Rental	1:00 P.M. – 5:00 P.M.
Evening Rental	6:00 P.M. – 10:00 P.M.

COMMUNITY CENTER RENTAL CHARGE

STANDARD FEES:

Security Deposit	\$100.00
Full Day Rental	\$300.00
Morning, Afternoon, or Evening Rental	\$100.00

NON-PROFIT FEES FOR MONDAY THROUGH THURSDAY RENTALS:

Security Deposit	\$100.00
Full Day Rental	\$150.00
Morning, Afternoon, or Evening Rental	\$25.00

Rental Dates: _____

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

Non-Profit Organization: _____ **No** _____ **Yes**

Name of Event: _____

Insurance:

_____ **Ph#** _____

Policy# _____

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 CommunityCenter@wallercounty.us 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 Community Center and the use of County equipment shall be issued through the Waller County Judge's Office.

_____ (Initial)

- C. A written agreement for the use of the Community Center shall be granted only upon written request by a duly authorized representative of the organization seeking the use of the facility. Renter accepts responsibility for the actions of its representative(s) related to this Rental Agreement.

_____ (Initial)

- D. All persons must leave the Owner's premises at the conclusion of the rental.

_____ (Initial)

- E. 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)

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

_____ (Initial)

- G. Renter is responsible for ensuring that minors using the Community Center are supervised by an adequate number of **adult sponsors** to assure proper care and use of Owner's property.

_____ (Initial)

- H. **Smoking is not allowed inside any part of the Community Center.**

_____ (Initial)

I. Alcohol is not allowed at the Community Center.

_____ **(Initial)**

J. A cancellation of the event and/or a request for a refund must be made submitted in writing to the Waller County Judge's Office. Determinations on such requests will be made at the Owner's sole discretion.

_____ **(Initial)**

K. 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)**

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

_____ **(Initial)**

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

_____ **(Initial)**

N. No barbeque pits are allowed.

_____ **(Initial)**

O. DO NOT PROP EXTERIOR DOORS OPEN. THIS MAY CAUSE DAMAGE TO THE DOOR HINGES.

_____ **(Initial)**

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

_____ **(Initial)**

Q. Votive candles or candles of any type may not be used on Community Center premises unless prior permission is given by the Owner.

_____ **(Initial)**

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

_____ **(Initial)**

S. Owner is not responsible for any damage to or loss of Renter's property.

_____ **(Initial)**

T. Owner's liability for all claims related to the use of the Community Center is limited to the amount of the rental fee actually paid.

_____ **(Initial)**

U. Renter is responsible for cleaning up at the end of their rental. Renter is responsible for taking the trash outside to the dumpster area at the end of their rental.

_____ **(Initial)**

V. Renter understands that no Commissioner or County official may waive any requirement in this Agreement or the Rules and Regulations. Waivers or exceptions must be voted on by Commissioners' Court.

_____ **(Initial)**

W. Renter understands that there are security cameras inside and outside the Community Center.

_____ **(Initial)**

CAPACITY OF THE COMMUNITY CENTER IS 250 PERSONS

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 ALL OTHER APPLICABLE LAWS AND REGULATIONS. I AGREE TO ACCEPT FULL LIABILITY FOR DAMAGES, OTHER THAN THOSE CAUSED BY NATURAL DISASTERS OR ACTS OF GOD, CAUSED TO THE COMMUNITY CENTER DURING MY RENTAL.

Print Name _____

Mailing Address _____

City, State, Zip _____

Work Phone _____

Home Phone _____

Cell Phone _____

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

Owner's Signature: _____ **Date** _____

FOR OFFICE USE ONLY

If Non-Profit, Letter of Determination Received _____ **Yes** _____ **No**

Total Amount Charged \$ _____

Deposit Received \$ _____ **Date** _____ **Receipt #** _____

Initials _____

Amount of Deposit Returned \$ _____ **Date Deposit Returned** _____

Deposit Returned To: _____ **Date** _____

Initials _____