

Waller County Community Center

Rules and Regulations

The Waller County Community Center (“WCCC”) is dedicated to quality service and making your next event a memorable and successful one.

The Waller County Commissioner’s Court (the “County”) has adopted the following Rental Rules and Regulations concerning the rental of the WCCC facilities to a member of the public, group, or organization (the “Renter”) for an “Event” as described in the Rental Application. These Rules and Regulations are incorporated by reference into all contracts and agreements between Waller County and the Renter.

Waller County does not discriminate on the basis of race, color, religion, gender, age, sexual orientation, marital status, disability, national origin, or other status. Allowing any individual or group to use the WCCC does not imply endorsement of the individual’s or group’s view or ideology by the County of Waller.

HOW TO SCHEDULE AN EVENT

The County of Waller recommends that reservations are made at least two weeks prior to the date of the Event. For detailed facility rental information, a prospective Renter should contact the Waller County Judge’s Office at (979) 826-7700.

RULES AND REGULATIONS

The following Rules and Regulations have been adopted by the Waller County Commissioner’s Court to ensure a safe, positive, and healthy environment at the WCCC. Additional rules, regulations, and policies may be added from time to time as circumstances warrant.

RESERVATIONS AND SCHEDULING

To reserve facilities or rooms at the WCCC, the Renter must submit a WCCC Rental Application (the “Application”) which may be obtained at the Waller County Judge’s Office or online at <http://co.waller.tx.us/page/CommunityCenter>. Applications will be accepted during regular business hours only. Renters are not allowed to rent WCCC facilities on a continuous basis (i.e. daily, weekly, or monthly) without Waller County Commissioner’s Court consent. The Commissioner’s Court reserves the right to restrict the number of dates an individual or group may reserve. This is to ensure that one group does not dominate use of a particular space and/or schedule. Reservations will not be accepted more than six months in advance. A reservation will only be complete when proof of payment and a completed application are turned in to the County

Judge's Office. The applicant will deposit the money (CASH OR MONEY ORDER ONLY) with the Treasurer's Office and then take the receipt to the Judge's Office to show proof of payment. No dates will be reserved over the phone or without completed materials being turned in to the Judge's Office.

Waller County and its subdivisions shall have first priority to use, and second priority shall be given to all governmental uses and municipalities for their events and activities. The priority for all other uses shall be determined on a first-come, first-serve basis, following the needs of Waller County, governmental entities, and municipalities. After an Application has been approved, the Renter must enter into a written WCCC Rental Agreement (the "Rental Agreement") with Waller County and pay all applicable fees and security deposits in the timeframe required by the Rental Agreement and these Rules.

The minimum age to rent the WCCC facilities is twenty-one (21) years of age. Youth groups (groups with children under the age of 18) shall be chaperoned on a ratio of at least one adult for every ten (10) or fewer children under the age of 18. The number of minors attending shall be stated in the Rental Application.

No Commissioner or County official may waive any requirements set forth herein. All alterations to the contract must be submitted to, and voted upon by, Commissioner's Court.

RENTAL FEES

Renter agrees to pay Waller County Rental Fees for the use of the WCCC facilities as set forth in the Rental Agreement executed between the Renter and Waller County. Full payment of rent is due in accordance with the terms of the Rental Agreement. Failure to pay Rental Fees and Security Deposits when due under the Rental Agreement will result in the loss of the reservation. Renter must adhere to hours and Rental Term set forth in the Rental Agreement. The Rental Term includes the time necessary for set up and take down/clean up.

CANCELLATIONS/REFUNDS

No refunds will be issued for cancellation by the Renter made less than 72 hours before the start of the Rental Term. If the Renter cancels a reservation 72 hours or more before the start of the Rental Term, a refund of the Rental Fee (if any) and Security Deposit will be issued, less an administration fee equal to 15% of the Security Deposit. All cancellations must be submitted in writing to the County Judge's Office. Waller County reserves the right to cancel an event for the reasons set forth in the Rental Agreement. If Waller County cancels an Event the Renter may be entitled to a full refund of any Rental Fee paid and any Security Deposit made.

RENTER GROUP RESPONSIBILITIES

- Groups claiming non-profit status will be required to submit Texas documentation giving non-profit status.
- Renter may only use the space as identified and approved on Renter's Rental Application.
- The Renter may not sublet the WCCC facility, nor may the Rental Application or Rental Agreement be transferred.
- Renter may not offer services already provided by Waller County, unless specifically approved by the Waller County Commissioner's Court.
- Renter may not charge a parking or entrance fee at the WCCC, unless specifically pre-approved by the Waller County Commissioner's Court.
- The Renter must comply with all applicable federal, State, and local laws, ordinances, rules, and regulations, as well as the WCCC Rules and Regulations contained herein. Waller County has the right to immediately terminate use of the WCCC during any Event if the Renter violates any applicable federal, state, or local law, ordinance, rule, or regulation, or the WCCC Rules and Regulations contained herein. All Rental Fees and Security Deposits shall be forfeited when an Event is terminated for this reason.

KEYPAD

Renter will be given a code for the keypads at the WCCC that will allow them to enter the building during their rental time and arm/disarm the security system.

SECURITY DEPOSIT

A Security Deposit of \$100.00 (one hundred dollars) may be required under the Rental Agreement, as determined by the Waller County Commissioner's Court. If a Security Deposit is required, the Security Deposit will be held until after the end of the Rental Term and returned to the Renter within 21 days after the end of the Rental Term. The County may withhold a portion or all of the Security Deposit to cover the cost of clean-up, repairs, replacement, or other damages. Any violation of the Rental Agreement or WCCC Rules and Regulations may result in partial or complete forfeiture of the Security Deposit. The amount of the Security Deposit does not limit the liability of the Renter for any damage or loss suffered by the County.

LIABILITY INSURANCE

The County, in its discretion, may require the Renter to obtain liability insurance for the Event. If liability insurance is required, the following requirements apply:

- \$1,000,000 minimum coverage

- Insurance shall cover liability for injury, death, and property damage, including coverage for alcoholic related claims.
- The insurance policy must be issued by an insurance company licensed to do business in Texas and acceptable to the Waller County Commissioner’s Court.
- The County must be named as an “Additional Insured” on the policy.
- At least fourteen (14) days prior to the start of the Rental Term, the Renter must give to the County a certificate of insurance showing the required coverage.

PERSONAL PROPERTY

The County shall not be liable or responsible for any damage to or loss of personal property belonging to the Renter or Renter’s guests, invitees, participants, members, spectators, agents, volunteers, vendors, contractors, employees, representatives, or servants.

The Renter shall indemnify, defend, and hold harmless the County for any loss or damage to personal property suffered by the Renter or its guests, invitees, participants, members, spectators, agents, volunteers, vendors, contractors, employees, representatives, or servants.

DECORATIONS AND ROOM ALTERATIONS

The Renter shall not make any alterations to the WCCC facilities without the written consent of the County. Alterations include, but are not limited to, any items that are hung, glued, taped, or in any other way affixed to the walls, ceiling, floor, windows, or light fixtures of the WCCC. Renter should, under no circumstances, use any sort of adhesive to adhere any items to the wall, ceiling, floor, windows, or light fixtures of the WCCC. A decoration and installation plan must be pre-approved. Any decoration or set-up time must be included in the Rental Term. Confetti, glitter, and rice are strictly prohibited throughout the WCCC. Tables, chairs, dance floor, staging, and other items of personal property shall not be stored at the WCCC, shall be brought in only during the Rental Term, and must be removed from the facility at the end of the Rental Term. Renter must supply his/her/its/their own labor and supplies when decorating. The Renter is responsible for leaving the WCCC facilities in as good or better condition than found.

Any departures from the decorations and alterations rules require a pre-approved plan. Specific room set-up instructions and staging requirements must be provided to the County two (2) weeks prior to the Event. The County reserves the right to remove all decorations that do not meet a pre-approved plan.

FOOD/BEVERAGE POLICY

Renters may provide their own food and non-alcoholic beverages or utilize a professional caterer. The WCCC kitchen is not stocked with food preparation supplies or utensils, but you may, however, prepare food on site. Renters are responsible for bringing all supplies and cleaning up

after an Event. All food product and waste must be removed off-site following the termination of the Rental Term. Renter will be charged for failing to clean up before the end of their rental time.

- All beverages served or consumed on the WCCC premises must be from non-glass containers.
- All table linens must be removed.
- All WCCC equipment must be cleaned and placed in storage room.

ALCOHOL

- NO ALCOHOL IS ALLOWED AT THE COMMUNITY CENTER.
- “Bring Your Own Bottle (B.Y.O.B.)” functions are strictly prohibited.

ENTERTAINMENT

- All hired entertainment must be pre-approved by the County. Entertainment at the WCCC must be legal and cannot be obscene. Gambling, nudity, and profanity are strictly prohibited.

DAMAGES, ACCIDENTS, OR INJURIES

- Any accident or injury occurring on the premises of the WCCC premises, and any damage to the WCCC property or premises, must be immediately reported to the Waller County Judge’s Office.

SMOKING

- Smoking in the WCCC is prohibited at all times.

ACCESS AND HOURS OF OPERATION

- All Events must be limited to the specific Rental Term set forth in the Rental Agreement.
- The Renter shall permit the County officials and other designated agents to have access and to enter the WCCC Facilities at any time during the Event.
- Only the area or facilities designated in the WCCC Rental Application and/or Rental Agreement may be used by the Renter or its guests, invitees, contractors, servants, vendors, member, spectators, and participants. All other areas in the WCCC are off limits.
- All parking at the WCCC is free.

COMMON AREAS/OVERALL BUILDING POLICIES

- Every Renter group must be under complete adult supervision. The Renter shall assume full responsibility for the conduct of all its members, participants, players, coaches, staff, spectators, invitees, guest, employees, agents, servants, representatives, volunteers, vendors, and contractors.

- Renters shall be liable for all damage to the WCCC facilities and/or property resulting from Renter's use of the WCCC.
- Renter shall be responsible for ensuring that all of its members, participants, players, coaches, staff, spectators, invitees, guests, employees, agents, servants, representatives, vendors, contractors, and/volunteers comply with all applicable laws, ordinances, rules, regulations, polices, and procedures, including but not limited to the WCCC Rental Rules and Regulations set forth herein.
- Children must be kept under direct supervision at all times and kept confined to the rented facilities. The WCCC will not assume responsibility for under-supervised children.
- Renter shall be liable for all cost of additional cleaning required as a result of Renter's use of the WCCC.
- All Events shall be operated and supervised to the satisfaction of the County. If deemed necessary because of the type of Event or number of people in attendance, the WCCC reserves the right to assign a room attendant and/or licensed police officer to supervise the Event, and the **payment of attendant and Peace Officer shall be paid by the Renter**.
- Renter is responsible for cleaning up after their event. Trash must be bagged and put in the dumpster enclosure outside of the WCCC. Clean up must be during rental hours.
- Violation of law and/or the WCCC Rules and Regulations contained herein shall be grounds for immediate termination of the Event and ejection of the Renter and Renter's guest and invitees. In such case, no refund will be provided and Renter's Security Deposit will be forfeited as liquidated damages. A violation of the law and/or WCCC Rules and Regulations shall be determined by WCCC staff and/or peace officer present or through investigation. Said determinations shall be at the sole discretion of the County. Neither the County nor any of its officers, officials, agents, representatives, servants, contractors, or employees shall be liable to Renter for any injuries, losses, or damages that may be sustained by the Renter or its guest or invitees as a result of the County's exercise of its rights to terminate an Event or eject a Renter or Renter's guest or invitees.
- Violations of these Rules and Regulations may result in denial of future use of the WCCC. Denial of use does not exempt violators from possible prosecution under applicable local, state, or federal law, ordinance, or regulation.
- The County and its employees, agents, officers, representatives, servants, or assigns shall not be responsible for items damaged, lost, stolen, left on site, or left in vehicles on the WCCC premises.
- Under no circumstances shall the number of persons at an Event exceed the maximum capacity (250 people / persons) in rooms, areas, or facilities which are the subject of the Rental Agreement.