

# City of West Orange, Texas

## Rental Contract for Use of City Owned Property

The Citizens of West Orange have constructed a facility that they would like for the public to have access to and enjoy. Keeping this in mind taxpayers have spent dollars making this building a nice place to meet. To keep this facility an impressive complex we must make and enforce rules for its success. Should you have any comments regarding these rules and regulations please contact the "City Official" in charge of the rentals.

1. Reservations must be made in person at the West Orange City Hall, Office of City Secretary or her designee, later referred to as "City Official" during normal operating business hours. The applicant that is renting the property will be the only person dealt with by the City Officials to make any changes, unless authorization is given in writing. An official reservation or hold will not be placed on the facilities until the actual fees are **received** by the "City Official".
2. Each group using the Community Center shall be expected to sign a statement of damage. This statement shall guarantee that any person/group reserving the building shall be responsible for damages to building, grounds and/or equipment. Each person/group is responsible for their guests, whether invited or not. A refundable damage deposit is also required and is listed on the fee schedule, available from the "City Official".
3. **The rental fee charges are from the time renter enters the building until the time renter leaves the building, which includes set-up and clean-up times.**
4. **Do not tape, staple, glue, tack, nail or otherwise affix any objects to the walls, floors or ceilings.**
5. The maximum occupancy of the community center portion of the building is 187 occupants; under no circumstances should there be more persons than the buildings maximum occupancy.
6. The City Building have been designated as "**NO SMOKING**" and there will be No Smoking in any building or portion thereof.
7. No firearms or explosive devices are allowed on the property by renter or guests.
8. The "City Official" reserves the right to cancel the Rental Agreement at anytime to conduct city business. If this occurs the renter will get a full refund on all monies and deposits made, as long as the building has not been used.
9. A full refund will be given if a natural disaster or evacuation occurs within the City of West Orange, during the rental period.
10. The building should be in the same condition as it was upon arrival, this will be insured by doing a walk-through, by the "City Official" prior to and after the rental.
11. No equipment will be loaned out; some items are available for use with the facility, although the City will bear no extra expense for special needed equipment.

Read and understood by renter: \_\_\_\_\_

12. For alcohol related functions a full-time certified licensed Texas peace officer shall be on duty during the full rental period. This officer will be arranged through the "City Official" and the West Orange Police Department. The actual charge of the officer will be passed along to the renter, which will be paid in advance.
13. For Teenage Dances a full-time certified licensed Texas peace officer shall be on duty during the full rental period. This officer will be arranged through the "City Official" and the West Orange Police Department. The actual charge of the officer will be passed along to the renter, which will be paid in advance. In addition to the officer, a minimum of five (5) adults (25 years of age minimum) shall be present throughout the dance as chaperones. The police officer is not considered a chaperone; he is present for safety and security reasons.
14. An adult (21 years of age minimum) will be required to sign the liability agreement guaranteeing against damage to the building, grounds and/or equipment. The person signing the agreement shall be at the community center during the entire rental period.
15. Lessee must call for appointments:
  - a. Before rental: Walk through of building with the lessee and "City Official" is required before key is issued.
  - b. After rental: Final walk through inspection required and key returned before deposit is refunded.
16. When the exterior grounds are used, additional fees may be applied for electrical and/or water usage to be paid by the renter. Renters may be required to furnish a Certificate of Insurance on behalf of the renter. All functions that are sponsored in whole or in part by the City of West Orange may be exempt from this requirement, if determined appropriate by the "City Official".
17. The City reserves the right to limit times and dates for rental and further reserves the right to require City Employee(s) to be on site during particular events at the cost of the renter.
18. All fees and deposits due will be paid in full at least ten (10) days prior to the first day of the rental. If the rental is scheduled within the (10) ten days, the full fee and deposits are due upon reservation.
19. Any personal property left in the complex after the rental period has expired will not be the responsibility of the City.
20. No pets or livestock will be on City property with the exception of providing assistance to the blind or handicapped.
21. If cancellation of the reservation is made more than five (5) days prior to the reservation a full refund will be given. If cancellation of the reservation is made within two (2) to five (5) days prior to the reservation a twenty dollar fee will apply. If cancellation of the reservation is made less than two (2) days prior to the reservation a seventy-five (\$75) dollar fee will apply. If no cancellations are made and the building is not used, no refunds will be given for the rental period. This shall include if Police Officers are contracted to work the event, any and all actual fees must be paid to them.

Read and understood by renter: \_\_\_\_\_

22. No rice, confetti, birdseed or any item of the like shall be thrown inside of any building.
23. The cleaning deposit will be refunded if food, drinks, trash, decorations and other refuse is cleaned and discarded. The floors and equipment must be maintained along with the restroom and kitchen facilities. Renter may be required to furnish some cleaning supplies, such as extra garbage bags, although vacuum, mop and broom will be furnished.
24. Should any disturbance, violation of City Laws, State Laws or United States of America occur the "City Official" or its representative has the right to demand immediate vacancy of the building with no refunds of deposits or fees given.
25. The building will not be rented to an organization or person for which a fee is charged to enter premises or building, unless waived by City Administration.
26. The City reserves the right to refuse rental of the building, grounds and/or facilities to any person, group or organization, who in our opinion, will or has previously misused or damaged the facility or any City owned or operated equipment or grounds; refused to cooperate with the rules and regulations of the City's rules or purpose.
27. The City reserves the right to inspect, during the rental period, to ensure that all rules and regulations are being adhered to.
28. You must check the building upon entering, if anything is found to be out of order or damaged you must report this to the "City Official". If it is after hours, call the Police Department and have an officer meet you at the complex to report the abnormality, the 24 hour number is 409-883-0059 or the Orange County Sheriff dispatcher at 409-883-2612. Remember, you are responsible for the building and the grounds during your rental period.

All of the above and foregoing pages have been read and understood, and I further agree to abide by all.

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

# **STATEMENT OF DAMAGE**

I, the undersigned applicant, hereby agree to pay for any loss or damage to any and all equipment, property or facilities of the City of West Orange which shall ensue as a result of our group's presence and behavior while in the City of West Orange Community Center during my rental period. I further agree that this does not limit me in the amount of damages and it may be more than the actual "deposit". I agree to abide by the laws of the City of West Orange, State of Texas and the United States of America along with any and all rules and conditions as set forth in this "Rental Contract for City Owned Property". I further agree to hold harmless the City of West Orange for any injury or incident that occurs during the rental period, and I further agree to indemnify the City as a result of such.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Drivers License Number

\_\_\_\_\_  
City Official or Witness to above

## **INSPECTION SCHEDULE**

	<b>Date</b>	<b>Time</b>	<b>Renter Initial</b>	<b>"C/O" Initial</b>
<b>Initial Walk Through</b>				
<b>Final Walk Through</b>				

Notes:

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# Fee Schedule

## **FUNCTIONS USING BUILDING**

4 Hours \$ 100.00  
6 Hours \$ 150.00  
8 Hours \$ 200.00  
Over 8 Hours add \$25.00 per hour

Refundable Clean up deposit \$ 50.00  
Refundable Damage deposit \$ 200.00  
Police officer charges \$ 25.00 per hour/per officer  
City Employee \$ 10.00 per hour/per employee

If grounds are used in addition to building, the damage and clean-up deposit will double.

Residents of the City of West Orange shall enjoy a 50% discount off of the above listed rental fees, while city employees who reside outside city limits shall enjoy a 25% discount, both provided however that they remain on premises during the entire rental period and they are the person signing the "Rental Contract". No discounts will be given off of deposit amounts, police officer and/or employee charges. Proof of residency may be required and may be in the form of a government issued driver's license or identification card.

ALL FEES DUE WILL BE PAID IN ADVANCE AS STATED IN THE RULES. RESERVED TIMES WILL BE STRICTLY ADHERED TO. No additional usage will be allowed unless arrangements are made.

Functions that use the facility on a regular basis (i.e. weekly or monthly) may propose a contract to the City of West Orange. The proper fees will be determined by City Administration and will be based on criteria such as hours used, type of function and equipment used. A Contract with the City does not waive any damage liabilities.

# CITY OF WEST ORANGE COMMUNITY CENTER RESERVATION APPLICATION

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

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Group/Organization/Occasion: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Please give a name and phone number of an alternate contact:

\_\_\_\_\_

Type of Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Time facility requested: \_\_\_\_\_ to \_\_\_\_\_

Will Liquor be on premises: \_\_\_\_\_ Is Event a Teen Dance: \_\_\_\_\_

Private Party: \_\_\_\_\_ Open to the Public: \_\_\_\_\_

Approximate number of guests: \_\_\_\_\_

## DEPOSITS AND FEES

Fees Paid \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

Cleanup Deposit Paid \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

Damage Deposit Paid \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

Police Officer Fee \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

Employee Fee \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_