

**WOLF PEN CREEK  
RENTAL AGREEMENT  
GREEN ROOM**

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**THIS RENTAL AGREEMENT** for Wolf Pen Creek Green Room, the "Facility", located at 1015 Colgate Drive, College Station, Texas, 77840, is hereby made and entered into by and between the **CITY OF COLLEGE STATION**, a Texas Home-Rule Municipality hereinafter referred to as "**City**" or "**Lessor**," and \_\_\_\_\_ hereinafter referred to as "**Lessee**."

The **City** desires to make the Wolf Pen Creek Green Room available on a rental basis for non-city sponsored or co-sponsored events for the purpose of the special events or leisure activities that have socially acceptable and recreational value for the enjoyment of the citizens and visitors of the Brazos Valley.

**NOW THEREFORE**, for and in consideration of the following promises and conditions, the **City** hereby gives **Lessee** the right to use and occupy the Facility. **Lessee** is to use the Facility only for the purposes expressed in this agreement and for no other purpose without the prior written consent of the **City**.

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**I. LESSEE INFORMATION**

**LESSEE** (Name of company, corporation, organization, or individual): \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ **Street** \_\_\_\_\_ **Suite/Apt. #**  
\_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code**

**LESSEE/RENTER CLASSIFICATION:** \_\_\_\_\_ Individual  
\_\_\_\_\_ Non Commercial Organization (Tax ID #: \_\_\_\_\_)  
\_\_\_\_\_ Commercial Organization (Tax ID #: \_\_\_\_\_)

**CONTACT(S):**  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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**II. EVENT INFORMATION**

EVENT DATE(S): \_\_\_\_\_

PREP TIME BEGINNING: \_\_\_\_\_ EVENT BEGINS: \_\_\_\_\_

EVENT ENDS: \_\_\_\_\_ CLEAN UP COMPLETE: \_\_\_\_\_

ESTIMATED NUMBER OF ATTENDEES: \_\_\_\_\_

FULL DESCRIPTION OF EVENT (Name of event for which the facility is to be rented, including principal activity):

\_\_\_\_\_  
\_\_\_\_\_

WILL ALCOHOLIC BEVERAGES BE SOLD? \*Yes \_\_\_\_\_ No \_\_\_\_\_

WILL ALCOHOLIC BEVERAGES BE SERVED? \*Yes \_\_\_\_\_ No \_\_\_\_\_

*\*Alcohol may be sold or served on the Facility premises only if all policies and laws of the City of College Station, Brazos County, and the State of Texas are observed, including the regulations of the Texas Alcoholic Beverage Commission (TABC).*

*\*If yes, WPC Alcohol Vendor Permit is required at a rate of \$55. What items will be sold?*

\_\_\_\_\_  
\_\_\_\_\_

NAME AND LOCATION OF FACILITIES PREVIOUSLY RENTED OR LEASED BY APPLICANT:

\_\_\_\_\_  
\_\_\_\_\_

ROOM SETUP REQUESTS (provide type of setup and number of guests)

Banquet for: \_\_\_\_\_ Boardroom for: \_\_\_\_\_ Classroom for: \_\_\_\_\_ Theater for: \_\_\_\_\_

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**III. GENERAL INFORMATION, POLICIES AND RENTAL REQUIREMENTS**

**1. RESERVATIONS:** No verbal agreements for the use of the Facility will be valid. All reservations must be confirmed in writing. Deposits shall be paid in full at the time reservation is made and the payment of all appropriate fees shall be made no later than ten (10) business days prior to event.

**2. ABUSE OF FACILITY POLICIES:** The Special Events Supervisor or his/her designee reserves the right to eject any objectionable person or group of persons from the Facility premises. Any person or group charged with abuse may be banned from making any further reservations.

**3. WEATHER:** The Facility is equipped with a Thorguard Lightening Prediction System. A copy of the procedures relating to this equipment will be provided to the Lessee upon request. The Special Events Supervisor has the right to terminate an event if the ongoing weather situation could pose a hazard to the guests, performers, staff, or the Facility. **Notice – the Wolf Pen Creek Park and facilities are built in a flood plain and are subject to flooding. If flooding occurs, the Lessee is responsible for ensuring the safety of its guests, performers and equipment.**

**4. SOUND ORDINANCE AND LAWS:** Sound levels at the Facility may not exceed the levels established by the City of College Station Code of Ordinances or State Law. Should sound levels exceed the established level or cause a disturbance or should the content cause a breach of the peace, the Special Events Supervisor or his/her designee will request that the volume be lowered or the amplification turned off. Failure to comply with this request may result in fines, arrest, or termination of the event, and forfeiture of deposit and rental fees. Lessee agrees to comply with all laws of the United States, State of Texas, ordinances of the City of College Station, including Police and Fire Department requirements, and all rules and regulations as may be adopted from time to time by the City governing the use of the Facility and any Facility Policies.

**5. ANTI-DISCRIMINATION:** Discrimination by the Lessee, its officers, agents, volunteers, or employees on account of age, race, color, religion, sex, or national origin in admission to the premises is prohibited.

**6. FACILITY PROPERTY:** No decorative or other materials shall be nailed, tacked, screwed, glued or otherwise physically attached to any part of the Facility without prior authorization from the Special Events Supervisor. Any group using the Facility agrees to leave the premises in as good condition as it was prior to the usage. **Lessee agrees to assume all responsibility for any damages done to the premises or facility as a result of the usage. Should the Lessee not comply, all or part of the security deposit will be retained by the City and used to repair, replace, or pay for any property damage to the Facility.**

**7. VENDING SALES:** See *Vending Agreement*, if applicable.

**8. SMOKING IS ALLOWED ONLY IN DESIGNATED AREAS OUTSIDE THE BUILDING.**

**9. SECURITY:** If applicable, the Lessee agrees to employ, at Lessee's sole expense, **City of College Station Police Officers** to be present at least thirty (30) minutes prior to the beginning of the event, during the entire event, and up to thirty (30) minutes thereafter. The City reserves the right and authority to determine the reasonable number of officers necessary for a particular event so as to ensure the safety of the public and the premises at all times during which the facility is used and occupied by the Lessee, or by its agents, employees and other persons authorized by the Lessee. The City shall contact the College Station Police Department to make the necessary arrangements. In addition, the Lessee will reimburse the City of College Station for the expense of these officers.

**Number of College Station Police Officers Required: \_\_\_\_\_**

**10. INDEMNIFICATION. IT IS AGREED THAT THE LESSEE SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS RENTAL. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY RISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE LESSEE, OR ANY THIRD PARTY.**

**11. RELEASE. THE LESSEE HEREBY HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE LESSEE'S RENTAL. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE LESSEE, OR ANY THIRD PARTY.**

**IV. SECURITY DEPOSIT, REFUNDS & FEES**

**1. SECURITY DEPOSIT:** A security deposit is required for all reservations and must be paid in full when the reservation is made. Security deposits shall be used by the City to hold and confirm reservations, and to repair, replace, or pay for any property damage that occurs during the Lessee's event at the Facility. The deposit may be held by the City at the discretion of the City for a period of time reasonably necessary to determine the full extent of damages and to make all repairs or secure replacements. The unused portion of the deposit will be refunded upon the following conditions: **1)** all terms of this contract have been met, **2)** all facilities are left in good condition, and **3)** cancellation procedures have been properly followed.

**SECURITY DEPOSIT RATES: Wolf Pen Creek Green Room \$200**

*These are minimum security deposit figures. Additional costs may be applied depending on the type of event being held. Rentals which require multiple day usage may have higher deposits and additional costs.*

**2. RENTAL FEES:** There are separate rental fees for each part of the Wolf Pen Creek Complex, including: Green Room / Festival Site / Amphitheater. Rental Fees are established and approved by the City of College Station City Council on an annual basis. The rental fee must be paid ten (10) business days in advance of the event.

**Wolf Pen Creek Green Room Rental Fees (Four Hours or Less):**

<b>CLASS</b>	<b>MONDAY-THURSDAY</b>	<b>FRIDAY-SUNDAY</b>
Non-Commercial	\$110	\$140
Commercial	\$150	\$200

**Wolf Pen Creek Green Room Rental Fees (Five to Twelve Hours):**

<b>CLASS</b>	<b>MONDAY-THURSDAY</b>	<b>FRIDAY-SUNDAY</b>
Non-Commercial	\$275	\$325
Commercial	\$325	\$375

**3. REFUNDS BEFORE 3 DAYS OUT:** Full refund of fees or deposit requires advance written notice of cancellation to the Special Events Supervisor 3 days or more prior to the rental date.

**4. REFUNDS AFTER 3 DAYS OUT:** If the event is cancelled less than 3 days in advance of the originally scheduled date, any fees or deposits will be forfeited by the Lessee in favor of the City. If the event cannot be held or rescheduled due to weather, the Lessee is still responsible for all incurred expenses, and a refund of the rental fee may be available after all other fees are paid.

**V. TOTAL FEES DUE**

**1. SECURITY DEPOSIT:** The Lessee agrees to pay \$ \_\_\_\_\_ as a **Security Deposit** for the use of the **Green Room** for the above stated purpose.

**2. RENTAL FEE:** The Lessee agrees to pay \$ \_\_\_\_\_ on or before \_\_\_\_\_ the **Rental Fee** for the above stated purpose on the date (s) and time(s) as indicated above.

**3. VENDOR PERMITS:** The Lessee agrees to pay the sum of \$ \_\_\_\_\_ for \_\_\_\_\_ **Vendor Permits(s)** for each vendor present, in addition to a vendor percentage of gross sales, if applicable.

**4. ALCOHOL PERMIT FEE:** The Lessee agrees to pay an additional **\$55.00 fee** if alcohol is to be served or sold.

**5. SECURITY:** The Lessee agrees to pay the sum of \$ \_\_\_\_\_ (estimated based on information provided by the Lessee) for **Security Costs**.

**6. KEY ISSUED: YES \_\_\_ NO \_\_\_.** If a key was issued, it must be returned within 72 hours of the event or LESSEE will be charged \$250.00 by the City of College Station to replace/rekey facility.

**I, THE UNDERSIGNED AGREE TO ADHERE TO ALL OF THE ABOVE GUIDELINES, PROCEDURES, AND RESTRICTIONS, AND TO PAY ALL APPROPRIATE STATED FEES.**

**ACCEPTED AND AGREED:**

**LESSEE:**

**LESSOR: CITY OF COLLEGE STATION**

**For:** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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