**City Hall Room**

**Rental Agreement**

**THIS RENTAL AGREEMENT** for City Hall rental of the **Bush 4141 Community Room** or the **Heart of Aggieland Multipurpose Room** , the **“Facility”**, located at 1101 Texas Avenue, 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 Facility available on a rental basis for non-City sponsored or co-sponsored meetings for the purpose of neighborhood, community, non-profit, or non-commercial meetings having socially acceptable and community value for the enjoyment of the citizens of College Station that are in line with ethe City’s mission, values and historical uses of the facilities.

**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**.

# I. FACILITY RENTED.

\_\_\_\_\_\_ **Bush 4141 Community Room**

\_\_\_\_\_\_ **Heart of Aggieland Multipurpose Room**

**\_\_\_\_\_\_\_\_ Entire Room**

**\_\_\_\_\_\_\_\_ Partial Room - \_\_\_\_\_\_North or \_\_\_\_\_\_South Side**

# II. lessee INFORMATION

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

**ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Street Suite/Apt. #**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**City State Zip Code**

**LESSEE CLASSIFICATION: \_\_\_\_\_\_\_\_** Individual

**\_\_\_\_\_\_\_\_** Non-Commercial Organization (Tax ID #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_)

**CONTACT(S):**

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

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

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

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

# III. Meeting Information

**MEETING DATE(S):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PREP TIME BEGINNING: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MEETING BEGINS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MEETING ENDS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CLEAN UP COMPLETE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**FULL DESCRIPTION OF MEETING: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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: \_\_\_\_\_­\_\_\_

# IV. 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. All fees shall be paid in full at the time reservation is made.
2. **ABUSE OF FACILITY POLICIES**: The City Staff reserves the right to eject any objectionable person or group from the Facility premises. Any person or group charged with abuse may be banned from making any further reservations. The City Hall Room Rental Policy must be followed at all times.
3. **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, City Staff 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 meeting, 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.
4. **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.
5. **UNACCEPTABLE USE OF CITY FACILITY:** At any time on or before use of the Facility, City reserves the right to refuse, stop, or require modification of use by Lessee based upon one or more of the following:

* Depiction in any form of nudity or semi-nudity, profanity, obscenity, or lewdness, or characterizations which suggest, depict or promote any such element or sexually oriented products, activities or materials;
* Promotion in any form of illegal drugs, illegal drug use or illegal drug materials, or characterizations which suggest or depict the promotion or glorification of any such products, activities or materials;
* Promotion of the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature;
* Use of language or descriptive material which taken in form and context is deemed to be unsuitable for and contrary to community standards of appropriateness for governmental or family publications;
* Use of words, language, representations or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under this policy; or
* When the City determines the health, safety and welfare of the general public is unreasonably jeopardized.

1. **FACILITY PROPERTY:** No decorative or other materials shall be nailed, tacked, screwed, glued or otherwise physically attached to any part of the Facility. The Lessee agrees to leave the facility in as good condition as it was before 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.**
2. **SMOKING IS ALLOWED ONLY IN DESIGNATED AREAS OUTSIDE THE BUILDING. NO ALCOHOL IS ALLOWED INSIDE OR OUTSIDE THE BUILDING.**
3. **SECURITY:** If applicable, theLesseeagrees to employ, at Lessee’s sole expense,College Station PoliceOfficersto be present at least thirty (30) minutes before 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 always ensuring the safety of the public and the premises during which the facility is used and occupied by the Lessee, or by its agents, employeesand other persons authorized bytheLessee**.** TheCityshall 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 theseofficers.

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

1. **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. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**
2. **RELEASE. The Lessee 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. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**
3. **Insurance.** Insurance Required YES \_\_\_\_or NO\_\_\_\_. If required types and limits listed below:

**V. 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: $75**

*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 Facility, **Bush 4141 Community Room** or the **Heart of Aggieland Multipurpose Room (whole room or partial)**. The rental fee must be paid at the time of the request.

|  |  |  |
| --- | --- | --- |
| **Class** | **Resident** | **Non-Resident** |
| Non-Commercial | $75 per hour | $90 per hour |
| Non-Profit | Waived | Waived |

**3. CANCELLATION REFUNDS MORE THAN 10 DAYS**: If the meeting is cancelled, in writing, at least ten (10) days in advance of the originally scheduled date, a full refund of fees and deposits, including security deposit, will be returned to User.

**4. CANCELLATION REFUNDS LESS THAN 10 DAYS:** If the event is cancelled, in writing, less than ten (10) days but more than 48 hours in advance of the originally scheduled date, deposits, including security deposits, will be forfeited by the Lessee in favor of the City.

**5. CANCELLATION REFUNDS LESS THAN 48 HOURS**: If the event is cancelled, in writing, less than 48 hours in advance of the originally scheduled date, all fees and deposits, including security deposits, will be forfeited by the Lessee in favor of the City.

**6. CANCELLATION DUE TO INCLEMENT WEATHER:** At the sole discretion of the City, if the event cannot be held or rescheduled due to inclement weather or other force majeure event, fees and deposits, including security deposit may be refunded to User.

**V. TOTAL FEES DUE**

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

**2. RENTAL FEE:** The Lessee agrees to pay $ \_\_\_\_\_\_\_\_\_\_ as the Rental Fee.

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

**VII. MISCELLANEOUS**

**1. Verification No Boycott.** To the extent applicable, this Contract is subject to the following:

1. Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Lessee verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;
2. Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Lessee verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
3. Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Lessee herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

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