

II. EVENT INFORMATION

DATE(S): _____

START TIME: _____ **and END TIME (this includes clean up time):** _____

FULL DESCRIPTION OF EVENT:

WILL ALCOHOLIC BEVERAGES BE PROVIDED OR SOLD? Yes _____ No _____

Alcohol may be sold or served on the Facility premises only if all policies and laws of the City, Brazos County, and the State of Texas, including the regulations of the Texas Alcoholic Beverage Commission are observed. Security must be at the Facility and an additional fee will apply in addition to the security.

NAME AND LOCATION OF FACILITIES PREVIOUSLY LEASED BY APPLICANT, IF ANY:

III. GENERAL INFORMATION AND POLICES AND RENTAL REQUIREMENTS

A. GENERAL INFORMATION AND POLICES

1. RESERVATIONS: No verbal agreements for the use of the Facility will be valid. All reservations must be confirmed in writing. Payment of all appropriate fees or deposits shall be according to the schedule within this agreement.

2. ABUSE OF FACILITY POLICIES: The Director of the College Station Parks and Recreation Department or his designee reserves the right to eject any objectionable person or group of persons from the Facility premises. Any group charged with abuse may be banned from making any further reservations.

3. SOUND ORDINANCE AND LAWS: Sound levels at the Facility may not to exceed the levels established by the City of College 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 Facility Manager 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, 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 Polices.

4. ANTI-DISCRIMINATION: Discrimination by the Lessee, its agents, 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 or otherwise physically attached to any part of the Facility without prior authorization from the Facility Manager. Any group using the Facility agrees to leave the premises in as good of a 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 deposit will be retained by the City and used to repair, replace, or pay for any property damage to the Facility.**

7. CONCESSION SALES: The City of College Station reserves all concession rights.

8. SOUVENIR SALES: If the Lessee wishes to sell souvenir items on the premises, a vendor's permit must be first obtained from the Parks and Recreation Department at a cost of \$50.00. The vendor must supply the booth and all necessary equipment and labor. The exact location of the booth shall be approved by the Facility Manager. The City reserves the right to collect an additional fee of 10% of all gross sales from the vendor.

9. CURFEW: All activities held at the Facility must end by midnight. Extensions may be granted if requested in advance and only under extenuating circumstances by the Facility Manager or Parks and Recreation Director.

10. SMOKING IS ALLOWED ONLY IN DESIGNATED AREAS.

11. SECURITY.

a. Lessee agrees to employ, at his 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 when alcohol is present at the event.

b. 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.

Number of College Station Police Officers Required: _____

B. INDEMNIFICATION AND RELEASE

1. INDEMNIFICATION. It is agreed that the Lessee shall indemnify, hold harmless, and defend the City, its officers, agents, 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 arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Lessee, or any third party.

2. RELEASE. The Lessee hereby hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, 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. RESERVATION PROCEDURES, FEES, & SECURITY DEPOSITS

A. Reservation Procedures

1. Additional charges may be assessed for property damage(s) and occupancy periods that extend beyond the times reserved. Once the estimates on the damage(s) have been made, the Lessee shall pay all additional charges in excess of the deposit within a reasonable amount of time of being informed of such.

B. SECURITY DEPOSITS & REFUNDS

1. **SECURITY DEPOSIT.** A security deposit will be required for all reservations. Deposits shall be used by the City to repair, replace, or pay for any property damage that occurs during the Lessee's or any participant's at the event sponsored by the Lessee use. 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, or **3.** Cancellation procedures have been properly followed.

2. Full refund of fees or deposit requires advance written notice to Facility Manager of cancellation 3 (three) days or more prior to the rental date.

3. If the event is cancelled less than 3 (three) days in advance of the originally scheduled date, any fees or deposits will be forfeited by the Lessee in favor of the City.

4. Rental Fees.

SOUTHWOOD CENTER FACILITY RENTALS	2012	
	<i>Resident</i>	<i>Non-Res</i>
	<i>Rate</i>	<i>Rate</i>
Meeting Room Per Hour	\$25	\$50
Deposit *	\$50	\$100
Dance/Game Room Per Hour	\$35	\$70
Deposit*	\$75	\$150
Whole Facility Per Hour (Excludes Computer Lab)	\$75	\$150
Deposit*	\$75	\$150
Additional Attendance Fee Per Hour **	\$10	\$20

Computer Lab Per Hour	\$20	\$40
Alcohol Permit (Required when alcohol is served)	\$55	
Security Fee Per Hour (Required when alcohol is served)	\$40/Officer	

**Deposits are refundable if the facility is left clean and damage-free.*

*** All rental rates are based on a party of 1-50 people. Additional fees are added per hour for over 50 attendees and security may be deemed necessary.*

5. Staffing/Service Personnel costs. All events held at the Facility will be required to have the City staff/service personnel present as determined by the Facility Manager.

C. Fees

1. Rental Fee. The Lessee agrees to pay \$ _____ on or before _____ for rental of the **Southwood Community Center** for the above-stated purpose on the date(s) and time(s) as indicated above.

2. Security Deposit. The Lessee agrees to pay the sum of \$ _____ as a **Security deposit** for the use of the **Southwood Community Center** for the above stated purpose.

3. Vendor Permits. The Lessee agrees to pay \$ _____ for _____ **Vendor Permit(s)** for each vendor present, in addition to a vendor percentage, if applicable.

4. Security Fee. The Lessee agrees to pay \$ _____ (estimated based on information provided by the Lessee) for the **security costs**.

5. If Alcohol is served an additional \$55.00 fee must be paid by Lessee.

I, the undersigned agree to adhere to all of the above guidelines, procedures, and restrictions, and to pay all appropriate stated fees.

LESSEE

LESSOR CITY OF COLLEGE STATION

For: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____