



CITY OF COTTONWOOD SHORES CIVIC CENTER

RENTAL AGREEMENT

This Agreement is made by and between the City of Cottonwood Shores, Texas, and _____
 _____, hereinafter referred to as the “USER,”
 whose agreement to the terms and conditions contained herein is acknowledged by the signature of the
 USER or its authorized representative. Entered into this _____ day of _____,
 20____, for the exclusive purpose of _____, to begin at
 _____ o'clock __.m. on the _____ day of _____, 20____, and ending at _____
 o'clock __.m. on the _____ day of _____, 20____.

THE CITY OF COTTONWOOD SHORES CIVIC CENTER, hereinafter referred to as “CENTER,” is intended for the use and enjoyment of the community. To assure the safety and success of every event, the USER of the CENTER must agree to comply with the following terms and conditions. It is agreed and understood by the USER that:

- It is the responsibility of the USER of the CENTER to leave the room(s) in as neat and clean condition as at the beginning of the term of use.
- USER also assumes full responsibility for the care of the building, furnishings, plumbing fixtures and surrounding premises against any and all damages and breakage, and will not deface the walls or any portion of the building by the use of nails, tacks, etc. It is further expressly acknowledged that the USER is responsible and liable for any and all damages caused to the CENTER during the term of usage, whether such damages occur by any act other than an “Act of God.” Any damage to the CENTER that is found by the USER shall be reported immediately to the City.
- The cleaning and damage deposit amount (when applicable) will be established upon signing of this Agreement. After the event, if there is no damage, and clean-up requirements have been met, the deposit will be refunded within ten (10) days.
- Consumption of alcohol is forbidden unless in compliance with the Texas Alcohol Beverage Commission and the City of Cottonwood Shores’ Alcohol Policies. *See Alcohol Policies.*
- The serving and consumption of alcohol is allowed only in designated areas outside of the building. Use of ANY alcohol is prohibited inside the City of Cottonwood Shores Civic Center.
- It is agreed that smoking inside the CENTER is prohibited by agreement and in compliance with City ordinance and state law. It is the responsibility of the USER to insure that no smoking is allowed inside the CENTER during the term of use agreed upon with the CENTER.
- USER agrees to insure that any and all activities in the CENTER during the period agreed upon will be supervised at all times by responsible adults. No unsupervised children will be permitted in the facilities.
- Rental Charges are Fifty Dollars (\$50.00) per day of event for residents of the City and One Hundred Dollars (\$100.00) per day of event for non-residents with a refundable deposit of One Hundred Dollars (\$100.00), where applicable, upon signing of Agreement to guarantee the

requested room and date of event. The fees are to be paid no later than 10 days prior to event. Cancellation within five (5) days of event will result in forfeiture of all monies.

- If the City determines a possible need for insurance due to the number of participants or the activity of an event, the USER will provide or see that there is provided to the City a certificate of insurance proving that the USER has in force and effect insurance as follows (all of which shall show the City of Cottonwood Shores as an additional insured):
- Workers compensation insurance as required by law.
- Employers liability insurance in an aggregate amount of not less than:
 - \$100,000.00 each accident
 - \$500,000.00 Disease-policy limit
 - \$100,000.00 Disease-each employee
- Texas and/or all state's endorsement attached.
- Comprehensive general liability insurance, including products and liquor liability with not less than the following limits;
 - \$1,000,000.00 General Aggregate
 - \$1,000,000.00 Products/completed Operations Aggregate
 - \$ 500,000.00 Each Occurrence Limit
 - \$ 50,000.00 Fire Legal Liability
 - \$ 5,000.00 Premises Medical Payments
- The signature of the USER on this Agreement indicates that USER has read and agrees to and will comply with all rules, regulations and policies regarding said event. Non-compliance with this Agreement will result in termination of event and the forfeiture of all deposits and rental fees.
- All disputes concerning rules and regulations and fees will be settled at the discretion of the City Administrator.

For the use of the CIVIC CENTER on _____

USER hereby agrees to pay the City the sum of

_____ Dollars (\$_____),

and additional charges of

_____ Dollars (\$_____).

_____ Dollars (\$_____).

TOTAL: _____ Dollars (\$_____).

USER _____ and City have signed this Agreement on the ____ day of _____, 20__.

USER/Representative

City Administrator



**CITY OF
SHORES CIVIC**

**COTTONWOOD
CENTER**

EVENT INFORMATION

Type of event _____ Host _____

Date: _____ Time: Began _____ Conclude _____ Prep. Time: _____ Tear Down _____

Estimated number of participants _____ Confirmed _____ Alcohol _____

Location _____

Agreement with: _____ Phone _____ Phone _____

E-Mail _____

Address _____

Payment _____ D.L.# _____

1st Contact _____ Phone _____ Phone _____

E-Mail _____

2nd Contact _____ Phone _____ Phone _____

E-Mail _____

Caterer _____ Phone Number _____

Address _____ Contact _____

_____ E-mail _____

Other Vendors:

Reminder: At the end of the event, please take trash to dumpster and return room to original configuration.

THANK YOU



CITY OF

COTTONWOOD

SHORES CIVIC CENTER

ALCOHOL POLICY

The serving and consumption of alcohol is allowed only in designated areas outside of the building. Use of ANY alcohol is prohibited inside the City of Cottonwood Shores Civic Center.

One uniformed Texas Peace Officer per 75 guests or as determined by the City of Cottonwood Shores Police Department must be present during the time that alcohol is being served and 30 minutes after the serving of alcohol ends. These officers are to be paid by the USER \$30 per hour with a minimum of 4 hours. When it is determined that security will be needed, the City of Cottonwood Shores Police Department will be responsible for contacting the officers and scheduling their services for the event.

Police Officers and Bartenders are to be paid at the beginning of the event.

No Cash Bars are permitted. Drink tickets are permitted only if the ticket was given or purchased at another location prior to the event. Guests will be served one drink per trip to the bar.

All alcohol that will be consumed at the event must be delivered before the event starts. In other words no “Beer Runs” during the event. At the conclusion of the event the lessee is responsible for properly removing all alcohol from the premises.

No alcohol may be taken out of the facility during or after the event. Anyone doing so will be subject to citation or arrest.

The serving of alcohol is to stop thirty (30) minutes before the scheduled end of the event.

These policies have been adopted to adhere to state law and City ordinances, and to promote public safety and success of the event. Violations of this policy will result in the termination of the event.

I, _____, have read and will adhere to these policies.

USER _____ City Administrator _____

Date _____



CITY OF COTTONWOOD SHORES CIVIC CENTER

RENTAL RULES AND REGULATIONS

1. The City of Cottonwood Shores, will enter into agreements with the USER.
2. Terms of the agreement shall constitute the full and complete agreement between the parties. No verbal or written agreement shall alter the agreement unless both the City and the USER consent to the terms specified in a new agreement. **A date is not considered firm until a signed agreement and deposit (where applicable) is received by the City.**
3. In event that (1) USER does not comply with the terms and provisions of the agreement, or (2) USER causes damage to the premises or any part of the City of Cottonwood Shores Civic Center, then the City may choose to terminate the agreement. The City has the right to retain any rental fees or deposits to apply toward payment of repairs and/or replacement costs.
4. The City of Cottonwood Shores Civic Center cannot be used by any individual, group or organization without a signed agreement.
5. Rental rates shall be the rates that are in effect on the date of the event. Rental rates, fees and policies are established by the City Council, and are subject to change. Any addendum to the agreement or City ordinance shall take precedence over any conflicting provisions of any agreement with the City of Cottonwood Shores.
6. USER shall have no attendance greater than the maximum occupancy figures established by the Fire Marshall.
7. USER agrees to leave the premises in the condition in which it was found. **Failure to do so will result in additional fees.**
8. USER agrees to assume all responsibility for any damages to the premises and/or property of the City of Cottonwood Shores Civic Center as a result of the usage. The City will be allowed a 24-hour period following the event to determine and assess any damages.
9. Smoking and the serving and consumption of Alcohol are allowed only in designated areas outside of the building. Use of ANY alcohol or tobacco products is prohibited inside the City of Cottonwood Shores Civic Center.
10. Consumption of alcohol is forbidden unless in compliance with the Texas Alcohol Beverage Commission and the City of Cottonwood Shores Civic Center Alcohol Policies.

11. No gambling will be allowed in the City of Cottonwood Shores Civic Center or surrounding parking areas. Exception: IRS designated non-profit organizations may have a Casino Night for charitable causes only. Raffles may be held in accordance with the Charitable Raffles Enabling Act.
12. The City reserves the right to determine the need for police and/or fire security at an event and will provide USER a list of approved security personnel allowed at the City of Cottonwood Shores Civic Center. USER will be responsible for security expenses, which will be paid directly to the security personnel **PRIOR TO THE START OF THE EVENT**. If USER refuses to assume the cost for security, then the Agreement shall be void and the reservation will be canceled.
13. USER is responsible for notifying the City of intent to use the services of a caterer for the event. The City reserves the right to deny any caterer's services on the premises.
14. Tables used for serving or dining purposes must be covered.
15. Nothing may be affixed to any part of the premises without explicit approval of the City. All decorative materials must be "flameproof." Crepe paper must be water-soluble. Absolutely no Silly String or similar products are allowed in the City of Cottonwood Shores Civic Center.
16. Incendiary Class 3 fireworks, such as sparklers, are prohibited at the City of Cottonwood Shores Civic Center. Blowing bubbles, throwing rice, confetti, birdseed, rose petals or any other material is restricted to the parking areas only. USER will be assessed a cleanup fee for violating this rule.
17. All decorations must be approved in advance by the City. Decorations, which are prohibited include but are not limited to straw, hay, glitter, confetti, sequins and artificial snow. Balloons may be filled with air or helium only. All balloons must be removed from the premises at the end of the event.
18. No vehicles are permitted in the City of Cottonwood Shores Civic Center or on the walkways of the City of Cottonwood Shores Civic Center, without written permission of the City, and must abide by the safety standards established by the Fire Marshall.
19. A deposit of One Hundred Dollars (\$100.00), will be required upon signing of Agreement to guarantee the requested room and date of event. The balance is to be paid no later than ten (10) days prior to event. Cancellation within five (5) days of event will result in forfeiture of all monies.

I, _____ will abide by these rules and regulations.

Event _____

Date: _____

City Administrator _____

Date: _____