

**RUNAWAY BAY CIVIC CENTER  
RENTAL CONTRACT**

This agreement is made and entered into by and between the City of Runaway Bay, Texas, Lessor and \_\_\_\_\_

WITNESSETH:

That for and in consideration of the terms, conditions, and agreements herein contained, the parties agree as follows: That the Lessor does hereby grant the right to use and occupy the following designated portion of the Runaway Bay Civic Center for the period specified and Lessee does hereby rent and take such space to wit:

Date: Time Period: \_\_\_\_\_ Day Event: \_\_\_\_\_

Lessee is to use the above described space for the purpose of \_\_\_\_\_ and for no other purpose without the written consent of Lessor.

For use of said premises Lessee agrees to pay Lessor the aforesaid basic rental due thirty (30) days prior to the event for which premises are rented.

The deposit is due at the time the rental contract is executed.

The reservation deposit is not refundable upon cancellation. The full amount of the basic rental will be charged Lessee for any cancellation made within thirty (30) days of the beginning of the scheduled event. Cancellations will not be enforceable unless they are in writing and acknowledged by Lessor.

Special conditions and/or requirement:

It is understood and agreed that the terms and conditions attached hereto are a part of this rental contract. Lessee acknowledges that he/she has read and understands the same.

IN WITNESS WHEREOF, this contract is executed in duplicate and entered into by and between the parties this \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_\_.

CITY OF RUNAWAY BAY, LESSOR:

LESSEE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

City of Runaway Bay/Civic Center

Name \_\_\_\_\_

101 Runaway Bay Drive

Address \_\_\_\_\_

Runaway Bay, TX 76426

City/State/Zip \_\_\_\_\_

(940) 575-4745 or 575-4525

Telephone \_\_\_\_\_

I have received a separate copy of the policies and procedures and understand that they are a part of this contract, and that I am responsible for reading and following these rules. The party signing this agreement is an authorized agent of the Lessee.

\_\_\_\_\_  
Lessee

Rental \_\_\_\_\_ Day and Deposit \_\_\_\_\_

Check # \_\_\_\_\_ Dated \_\_\_\_\_

## TERMS AND CONDITIONS

1. The basic rental rate and charges for other services are as may be established from time to time by Lessor, the City of Runaway Bay. During the Lessee's use of the premises and facilities, Lessee and its guests shall protect and maintain the premises and facilities. Lessee shall be solely responsible for any and all damage for destruction to the premises resulting from Lessee's event or Lessee's use thereof. Payment for the use of the facilities and deposits shall be in cash or check.
2. Following Lessee's event, Lessee shall at Lessee's sole expense clean up the premises fully and restore the premises to the same condition which existed prior to the use by the Lessee. Should Lessee fail or refuse to properly or adequately clean or restore the premises to Lessor's sole satisfaction, Lessor may do so and charge the cost thereof to Lessee. The costs may be assessed against any deposit retained by Lessor or Lessor may compel Lessee to remit the balance on demand. The remainder of any deposit shall be refunded to Lessee within thirty (30) days after acceptance of the premises by Lessor.
3. Lessor retains the exclusive right to disapprove any event, performance, exhibition, or entertainment which, in the sole discretion of Lessor, may be offensive, inappropriate, unsafe, unsuitable or indecorous, and Lessor retains the right to cancel this lease without advance notice in the event that Lessee's conduct or use of the premises is regarded in Lessor's sole discretion as offensive, inappropriate, unsafe, unsuitable or indecorous. Lessor further retains the exclusive right to cancel this lease at any time without advance notice if Lessee's event, performance, exhibition or entertainment fails to substantially meet its advertising claims or violates event restrictions agreed upon by the parties.
4. Notwithstanding any term or condition herein contained, Lessor retains the absolute and unconditional right and authority to cancel and annul this lease, at Lessor's option, for any or no reason, and shall provide Lessee with advance notice thereof not less than twenty (20) days prior to the commencement of Lessee's event or intended use of the facilities. In the event that Lessor exercises this right, Lessee shall be entitled to a refund of any and all advance deposits and lease payments made prior to the cancellation of the lease. The return of sum previously paid shall be Lessee's sole and exclusive remedy for any cancellation.
5. Lessee shall not assign this contract or any part hereof, nor sublet the premises to any person without prior written consent of Lessor.
6. Lessee warrants and represents that it has had an opportunity to inspect and examine the premises and the conditions surrounding the use thereof and accepts the premises as is. Lessee assumes all risk of loss associated with the use thereof. Lessee further agrees, as a material term and provision of this agreement, that it shall not make or assert any demand or claim against Lessor for any and all loss, damage, injury, costs or expense of any kind or nature. Lessor assumes no responsibility for loss or theft.
7. Lessee covenants and agrees to defend, indemnify, and hold harmless Lessor, its agents, representatives and employees, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expense of any kind or nature whatsoever, including without limitation any and all costs of defense, made against or incurred or suffered by Lessor, and such indemnities as a direct or indirect result or consequence of injury, sickness, illness, or harm, including death, injury, damage or loss to persons or property, including the loss of use thereof, or any other cause of action whatsoever arising out of, resulting from, or which would not have occurred but for this agreement or Lessee's use of the premises, facilities or equipment of Lessor. Lessee further agrees to release and acquit Lessor, its agents, representatives and employees, from and against any and all liabilities, demands, claims, damages, losses, costs and expense of any kind or nature whatsoever, including those enumerated herein above. Lessee shall keep and maintain policies of insurance adequate to fully cover any and all losses, for liability and losses to persons and property. Lessor may require such certificates of insurance or adequate proof thereof for certain events, which certificates or proof may be designated in an endorsement attached to this agreement and, if so, made a part hereof.
8. Lessee shall not permit more persons into the facility or premises than can safely and freely move about or be safely evacuated in the event of emergency, as determined by the Fire Chief of the City of Runaway Bay.
9. No person, including a person licensed to carry a concealed handgun under Article 4413 (29ee), Texas Revised Civil Statutes, shall carry a handgun on or about his or her persons on the premises.
10. No alcoholic beverages are allowed on the premises.
11. Lessee shall comply with all laws of the United States, the State of Texas, all ordinances of the City of Runaway Bay, all rules and regulations of the police and fire department or other municipal authorities of the City of Runaway Bay having supervisory or other authority over the premises. Lessee shall not permit anything to be done on the premises during the period of this rental contract in violation of any such laws, ordinances, rules, regulations, or policies, and if the attention of Lessee is called to such violation, Lessee will immediately cease or correct such violation and should it fail or refuse to do so, this lease shall be terminated and Lessor shall immediately remove Lessee from the premises. Lessor shall be entitled to any monetary damages for the violation from the Lessee.
12. The Civic Center shall schedule all events on a first-come, first-serve basis.
13. Lessor must approve the placement, location, size, type, content, and configuration of any signs placed on or near the premises.
14. Events must be contained within the Civic Center. This lease does not apply to the swimming pool or its surroundings.

## **RUNAWAY BAY CIVIC CENTER POLICIES AND PROCEDURES**

The Civic Center of Runaway Bay is available to the residents of Runaway Bay for social and community affairs activities. The Center is not to be used in connection with business or "for profit" activities.

1. **LEASE AGREEMENT.** All reservations must be accompanied by a contract and a deposit in order to be valid. No tentative reservations are accepted. A lease outlining deposit, rental fees and other pertinent requirements will be issued at the time the reservation is made. The contract must be fully executed and returned within the specified time period to secure date and facility. The Civic Center is not responsible for omissions and/or cancellations of any reservation not accompanied by a formal contract.

Cancellations and/or other changes made to the contract must be submitted in writing. No verbal changes will be valid. The deposit is not refundable upon cancellation.

2. **PAYMENT OF FEES.** The deposit is to be paid at the time the reservation is made and the contract is signed. This is a separate fee to ensure that the room will be left in good condition and the terms of the contract are met. It is not payment toward the lease fee. The deposit shall be refundable based on the following outlined in sections 3 and 4.

The lease fee shall be paid thirty (30) days in advance of the event unless otherwise stipulated on the rental agreement under "Special conditions and/or requirement." The event is subject to cancellation should the payment not be made. It is the Lessee's responsibility to furnish payment. No invoice will be sent.

4. **REFUNDS.** Deposits are refundable after the event if the room has been left in good order, no damage has been done to the property and all conditions of the contract have been met. It is not, however, at any time refundable upon cancellation.

Deposits are refunded within thirty (30) days following the event and will be mailed to the Lessee through the City of Runaway Bay Finance Department.

5. **CLEAN UP.** Clean up is determined as follows:

- All decorations and/or belongings must be removed from the room by the event ending time as stipulated in the contract.
- Tables must be cleared of all trash, food, beverages, etc.
- Trash must be bagged, tied and placed in a central location.
- Floor must be cleared of trash, excessive food particles, etc. All spills must be cleaned. The carpet should require no more than a regular vacuuming.
- Throwing of rice, bird seed, confetti, flower/rose petals, etc. is an automatic forfeiture of deposit.

6. **ROOM SET UP/DECORATIONS.** Civic Center tables, chairs, etc. are included in the cost of the room. It is the Lessee's responsibility to set up the room. Decorations are allowed but are limited to those which do not cause damage to the walls, ceilings, or any part of the room.

7. **PETS.** No animals or pets are permitted in the building except seeing-eye dogs and other legitimate assistance animals. The owner of any such pet will be fully responsible for his or her pet at all times.

8. **SMOKING.** The Civic Center is a smoke-free building.

9. **MISCELLANEOUS.**

- Open flames are not allowed. Candles must be protected by a hurricane glass.
- No nails, tacks or other damaging items may be used to hang decorations. All tape must be removed from walls, ceilings, etc. at the end of the event.
- The Civic Center does not provide items such as extension cords, dishware, serving utensils, condiments, tape, string, pens, coffee makers, etc.
- Lessee is not allowed to stand on tables, chairs, etc. Lessee must provide his own ladder.