

Jimmie Walker Community Center Rental Agreement

Name: _____

Address _____

City: _____ State: _____ Zip: _____

Home #: _____ Work #: _____ Cell #: _____

Drivers License: State _____ Number _____ DOB: _____

Date of Event _____ *

***Key's are picked up the day of your event and dropped off at the Kemah Police Department, which is located on the East side of the City Hall Building.**

Time of Event: (Minimum 4 hour rentals) _____ a.m/p.m to _____ a.m/p.m

Total Hours _____

(PREMISE MUST BE VACATED NO LATER THEN (12:00 A.M. "Midnight")

Type of Event: _____

Approximate number of guest: _____ (Maximum Capacity 200)

Will alcohol be served, sold or allowed: Yes No **If Yes-***

*Number of Officers required _____

*Security Fee: \$ _____ (Cash Payment only)

Rental \$ _____ Damage Deposit: \$ _____

Total Fees/Deposits Collected: \$ _____ Received by _____

Method Paid: Check _____ Cash _____ Money Order _____ Cashiers Check _____

Cancellation/Refunds

Date Cancelled _____ . Number days before event _____

Percentage Returned: 90% 50% 25%

Amount _____

Check Number _____

Check Date _____

Authorized by _____

Jimmie Walker Community Center

I. Rental Rates and Deposits.

	Rental Fee	Damage Deposit
Sunday - Thursday		
4 Hr. Minimum	\$250.00	\$ 500.00
Friday – Saturday		
4 Hr. Minimum	\$500.00	\$ 500.00

The above fees are waived for City of Kemah Governmental Functions, Kemah Historical Society, Kemah Kronies, Kemah Garden Club, and Kemah Citizen Police Academy Alumni Association, as well as for events benefiting departments within the City of Kemah.

Kemah Residents, City of Kemah Employees, and Governmental Agencies – ½ Rental Fee. I understand that I must pay the required Damage Deposits and Officer fees as required and that I must be present on site for the event.

II. Rental Conditions

- I understand that all deposits and rental fees are required to be paid at the time of reservation. Payments may be made by cash, personal check, cashier's check, or money order. All fees will be deposited at the time of reservation. The City of Kemah reserves the right to cancel the scheduled event.
- I understand and assume full responsibility for any damages to the facility and or equipment in the facility during the hours of my scheduled event. I further understand that in the event damages do occur and said damages exceed the amount of deposit for same, I will be required to reimburse the City of Kemah within three business days after being presented with an itemized invoice for said damages.
- I understand that the facility closes at midnight and must be vacated no later than 12:00 A.M. "Midnight" I understand that the keys to the facility must be returned immediately following my event to the Kemah Police Department Communications Office, located on the East side of City Hall at 1401 State Highway 146. **If alcohol is being served, sold or otherwise provided or allowed in or on the facility grounds the keys will be returned to the officer working security for my event upon vacating the facility.** I further understand that my failure to end the scheduled activity at the designated time will result in additional fees based on the hourly rate designated **above as well as additional fees for security as stated later in this agreement.**

- I understand that all renters/occupants property must be removed from the facility at the time the facility is vacated. I understand that under no conditions are FOG machines allowed. I further understand that no objects are to be hung from the ceiling and that the throwing of rice, bird seed or any foreign objects within the facility is strictly prohibited. I understand that the facility is a no smoking facility. I understand that the Kemah Police Department has the authority to terminate the event should said event become unruly.
- CANCELLATION: The City of Kemah reserves the right to cancel usage of the facility if, in the sole discretion of the City, through the Office of the City Administrator, the facility is needed for municipal purposes or in the event of a natural or man made disaster. The City, upon cancellation, will return all deposits and fees.
- If Alcoholic beverages are **sold**, a copy of the liquor license and or appropriate state permit shall be submitted to the Facility Coordinator seven (7) days prior to the event.

III. Noise Conditions

- I understand that all music including live bands, will only be played inside the building and that no speakers will be situated in a manner that projects the sound outside of the facility. I further agree to abide by the City of Kemah's Noise Ordinance 1023.

IV. Deposits and forfeitures

- Event Cancellations.

Deposits and fees will be refunded under the following formula.

90 % if cancellation more then 60 days prior to event

50% if cancellation 31 to 60 days prior to event

25% if cancellation 15-30 days prior to event

100% of the deposits and fees will be forfeited if cancellation if the event is made 0 to 14 days prior to the event.

- Deposit Forfeitures

Damage deposits will be refunded in full within ten business days under the following conditions:

No damages are sustained to the facility or to any property within the facility belonging to the City of Kemah.

Renter Occupant did not exceed times specified for event

All decorations, objects and property not belonging to the City of Kemah are removed from the facility

All floors are swept and mopped, all trash is removed to the provided dumpster and the entire facility including bathrooms and kitchen are returned to **a clean and rentable condition**

V. Security Requirements

- Kemah Police Officer(s) will be required **throughout** all functions when **alcohol** is being served, sold or otherwise provided or allowed in or on the facility grounds. This security is required for the protection of all parties involved. I acknowledge that alcoholic beverages will be served, sold or otherwise provided or allowed in or on the facility grounds at my event and I understand it is my responsibility to comply with all laws concerning the possession and consumption of same.
- The police officer(s) act as independent contractors, however the officer(s) are **required to remain on site** until what time the facilities are vacated. In the event this time exceeds the times of the contract, said officers will be compensated at the rate prescribed. Any time over 15 minutes is compensated for ½ hour and any time over ½ hour is compensated for a full hour.
- I acknowledge that the number of officers required at my event where alcohol is being sold, served or allowed in or on the premises is based on the following number of attendees Officers set rate is \$ 25.00 per hour.

1 to 99		One Officer
100 to 200		Two Officers

I further acknowledge that the City of Kemah has the right to demand additional fees for additional officers, EMS, and or other City personnel to attend the event if, in the opinion of the Facility Coordinator and the Chief of Police, the additional personnel are necessary to preserve the peace.

VI Waiver of Liability

- I understand the City of Kemah is not responsible for the loss or damages of any equipment, supplies or property belonging to the Renter/Occupant or attendees.
- To the fullest extent permitted by law, the Renter/Occupant shall indemnify and hold harmless the City of Kemah from and against any claims, damages, losses, or expenses, including but not limited to attorney fees, which arise out of or in any way relate to, any and all personal injury, death and/or property damage in connection with their use of the Kemah Community Center. This includes any act or omission by the City or any of the City's representatives, and employees The City of Kemah does not discriminate based on race, age, religion or gender. The

City of Kemah facilities are in compliance and are accessible to handicapped individuals.

VII Acknowledgement

Applicant represents and certifies that:

- All information provided in this application is true and correct. Misrepresentation or erroneous information in this application constitutes grounds for denial of this and future applications for use of the Jimmie Walker Community Center.
- Applicant and user will bear all cost for clean up and damages
- The City of Kemah shall not be liable for personal injury, loss or damage to property.
- I have read the rules and regulations and understand the fee structures. I understand I must be at least 21 years of age for this application to be considered.
- The City of Kemah requires that applicant provide security through the Kemah Police Department for any function where alcohol is being sold, provided, or allowed on the premise or in the facility. The applicant shall pre-pay a cash fee of 100% of the cost for security at the time of application. These funds will be held by the City to assure that adequate security is present for all events requiring same. Any security fees over and above, generated by failure to vacate the building when required will be taken from the damage deposit. The contract for security services is between the applicant and the individual police officer(s). When the City of Kemah Police Officer(s) is/are working in this environment on City premises, he/she is not acting in his/her official capacity as a City employee but as an independent contractor providing these services. Said fees are not salary. The City shall not ever be anything more than the holder of the deposits and shall disburse same as directed by the parties.

_____/_____
Applicant Signature / Date

_____/_____
Facility Coordinator / Date

This agreement is not binding upon the City of Kemah unless the Renter/Occupant has signed it; paid in full all deposits and fees, and signed by the Facility Coordinator or designate representative of the City of Kemah.

Please remit all fees to City of Kemah and bring direct to our office or mail to:

City of Kemah
1401 Hwy 146
Kemah, Texas 77565

Phone – (281)334-1611
Fax – (281)334-6583
www.kemah-tx.gov