

**Rental Agreement
JD Neely Community Center
120 Tolar Cemetery Road**

Today's Date: _____ Reservation Date: _____

Name of Organization:
Or Individual (Lessee): _____ Phone #: _____

Address: _____

Time of event: (see time's below) from: _____ AM/PM / to: _____ AM/PM

Type of event: _____

Number of guest attending event: _____ (Maximum capacity: 300)

Security Deposit: \$300.00 (for all functions)

All deposit and fees are to be paid within 30 days of the reservation or the reservation will be cancelled, no exceptions**

Deposit refunds are based on the condition of the facility after the inspection of the premises. All refunds will be mailed in 10 business days.

No refund will be made unless keys and the attached Community Center Checklist are properly returned within 30 minutes after the expiration of reserved time to the City of Tolar.

Building Rental Fee & Time Allotments: \$300.00 full-day/ \$500 for parties over 150 people in attendance (7 am to 11 pm) and \$250.00 half-day (7 am to 12 pm, 12 pm to 6 pm, or 6 pm to 11 pm). Hourly Rate is \$125.

Time allotments cannot be changed.

Special Event Permit Fee: \$400 (Social events or Craft Shows, which take away from parking or having to redirect traffic for an event)

NO Alcohol at functions pertaining to minors under the age of 21.

Alcohol Permit Fee: \$250.00

Will Alcohol Served or Consumed? _____ Yes _____ No

If yes, Lessee shall be responsible for hiring a Hood County State Certified Peace Officer, if more than 75 adults above drinking age, to be on site for the rental time and applying for the Alcohol permit. *Lessee is responsible for any damage or legal infractions that occur during rental period.* **Name and contact information for this individual must be supplied to the City, within 30 days of the event and notified of any changes.**

Lessee is responsible for guests bringing in alcohol. **If you have checked 'no' then absolutely NO alcohol can be consumed or brought on the premises.** No exceptions will be made. Alcohol will have to be removed from the premises. **Lessee will be in violation of the rules and regulations and the deposit will be forfeited.**

JD Neely Community Center
Rental Agreement
Page 2

Liability for Cleaning Charges and Damages:

Lessee responsible for the reservation *must leave the facility clean*. The facility must be left in clean and orderly condition per attached rules & regulations. Should Lessee fail to adequately clean the facility in accordance with the terms of this agreement, or should the facility be damaged by renter's negligence beyond normal wear and tear, and *the cost to repair the damage is beyond the amount of the deposit, Lessee shall be liable to the City for such cleaning or repair costs. In such event, Lessee shall reimburse the City upon demand for such incurred costs.* In the event Lessee fails to reimburse the City for such demanded costs, Lessee shall be liable to the City for all costs expended to enforce the terms of this agreement, including, but not limited to, the costs of reasonable attorney's fee and court costs. The City's right to recover attorney's fees under these circumstances is specifically permitted by Section 271.159 of the Texas Local Government Code.

Cancellation Policy: If notice of cancellation is given within 30 days of the reservation date, all rental fees and deposit will be refunded. If notice is given in less than 30 days a cancellation fee of \$175. If notice is not given within 48 hours of the reservation date, then all of the fees and deposit will be retained by the city.

Weekend Events: The key must be picked up at City Hall by 3:30 p.m. on Friday, if event is on a Saturday or Sunday. Lessee can only enter facility on dates and times leased, if not adhered to deposit will be forfeited.

Weekday Events: The key may be picked up either 30 minutes prior to scheduled rental time, or by 4:00 p.m., at City Hall. Lessee can only enter facility on dates and times leased, if not adhered to deposit will be forfeited.

I verify that I have received a copy of the Rules & Regulations and will comply with the Rules and Regulations, failure to do so will result in fees being charged and/or forfeiture of security deposit.

Signature: _____

Disclaimer: **The events and activities at the JD Neely Community Center do not express the opinions of the City of Tolar unless it is an official City of Tolar event.

FOR OFFICE USE ONLY:

Deposit:	Paid Date: _____	Amount \$ _____	CC / Cash / Check # _____	Receipt # _____
Rental Fee:	Paid Date: _____	Amount \$ _____	CC / Cash / Check # _____	Receipt # _____
Key picked up:	_____		Key & checklist Returned:	_____

**JD Neely Community Center
Rules and Regulations**

- _____ (a) **Each group or individual responsible for the reservation must leave the center clean.**
Cleaning supplies which includes broom, mop, mop bucket, trash bags, etc., are found in the closet. All trash must be placed in the bin located on the north side of the building.
- _____ (b) **Return of keys and checklist**
The keys to the community center and the checklist must be returned to city hall within 30 minutes of the expiration of the reserved time. The checklist must be signed by the person responsible for the reservation. If after business hours, the keys and checklist may be dropped in the night drop box located near the front window of city hall.
- _____ (c) **Glass Containers**
No glass containers shall be allowed in the multipurpose area of the community center or the parking lot. Glass containers must be confined to the kitchen area of the center. *Violations of this provision shall result in forfeiture of the rental deposit.*
- _____ (d) **Alcohol**
For all activities involving the consumption of alcoholic beverages, the person or group responsible for the reservation must arrange for a **state certified** off-duty police/peace officer to be present during the activities at the requestor's expense and in advance at the time the deposit is made. No alcoholic beverages shall be allowed outside of the community center building. *Violations of these provisions shall result in forfeiture of the rental deposit.*
- _____ (e) **Smoking**
No smoking shall be allowed inside of the community center. *Violations of the provision shall result in forfeiture of the rental deposit.*
- _____ (f) **Deposits**
Deposit refunds (less any damage/cleaning or others fees due if applicable) shall be made after inspection of the premises and will be mailed ten (10) days after the reservation date.
- _____ (g) **Wall and ceiling damages**
No tacks, nails, tape or command hooks will be allowed on painted walls and ceiling. Additionally, **no items shall be hung** from the ceiling and NO GLITTER or CONFETTI of any kind. *Any damages will result in forfeiture of the rental deposit.*
- _____ (h) **Table and chairs**
Lessee is responsible for setting up tables and chairs and placing back in their original location in a neat and orderly manner. Use caution when moving carts to and from the storage room. *Damage to the walls will be deducted from your rental deposit.*

____ (i) **Facility Entrance**

Lessee may NOT enter the center prior to your rental time to set up, deliver or decorate, *doing so will result in forfeiture of rental deposit.*

____ (j) **AC/Heat Thermostats**

Thermostats **MUST remain** on 75 degrees during the summer months and 70 during the winter months. Any adjustments to the thermostats will result in fees being deducted from rental deposit.

____ (k) **Parking**

No vehicles/parking allowed on the grass. All vehicles must park on the paved parking area of the center.

____ (l) **Trash**

It is the responsibility of the Lessee to dispose of any trash that will not fit into the trash bins located on the back side of the community center. IF left for the city to remove, a charge of \$10 (ten dollars) per bag will be taken out of the deposit. If any trash or party supplies are left in or around the outside of the premises \$50 (fifty dollars) will be taken out of the deposit.

Non Discrimination: ** It is understood that that the leased premises are owned by the City of Tolar and that any discrimination by Lessee or his/her agents or employees, because of ethnicity, color, religion, national origin, gender, handicapping condition or any other personal trait that does not endanger other guests at the event is strictly prohibited. Admission to the event must not be determined by any discriminatory judgment.

Lessee understands and agrees to hold harmless the lessor, the City of Tolar, its agents and employees from and against any and all claims, expenses, demands, judgments and causes of action of every kind and character for personal injury, death or damage to property, which could occur from or arise out of the activities of Lessee or its users. I have read and fully understand the rules and regulations governing the JD Neely Community Center reservations. Lessee also understands that the rules and regulations and fees are subject to change without notice as they are approved by the city council.

Signature of Lessee

Date

PLEASE MAKE SURE CENTER IS CLEANED AND PRESENTABLE FOR THE NEXT RENTAL AFTER YOU.

WE ASK THAT YOU DO YOUR PART, IN ORDER TO HAVE THE PRIVELDGE TO RENT THE CENTER AGAIN.

**JD Neely Community Center
Cleaning Checklist**

Checklist and key must be returned to City Hall at 8712 W. Hwy. 377 within 30 minutes of the expiration of the reserved time. Key and list can be drop in the night drop box located near the front window of City Hall. Failure to submit checklist with key may forfeit deposit.

Upon your arrival was the facility clean and orderly? _____ Yes _____ No

Failure to clean all items listed will result in a cleaning fee and/or deposit forfeiture.

Before departure, Lessee shall check each listed item for security and cleanliness of the facility	Yes	No
Doors closed and locked? (front, back and side)		
All floors clean (swept/mopped)		
Restrooms clean (toilets/mirrors/counters)		
Kitchen clean		
Stove top/oven clean		
Trash emptied and taken out to receptacle (Kitchen, Restrooms and all others) We will provide a typical replacement amount of bags per container (any bags not fitting in receptacle must be hauled off by lessee)		
All glass doors cleaned & All lights in & out are off		
Outside areas and parking lot clear of trash (includes the Tabernacle)		
Chairs and tables stacked and stored neatly		
All food removed from refrigerator (located by the kitchen light switch)		

Comments: _____

 Signature of Lessee _____ Date _____

Group/Individual: _____

Date of Reservation: _____ Time: _____

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