

Proposed Changes to the Waller County Community Center (WCCC) Rules and Regulations, Rental Agreement, and Rental Application by the Waller County Judge's Office with assistance by the Waller County District Attorney's Office:

Changes to Rules and Regulations:

- Renting Procedure:
 - The Judge's Office will accept cashier's checks made out to Waller County.
 - Waller County "use" of the WCCC is defined as a reservation of the WCCC by an elected official or department head for the primary benefit of Waller County and/or its employees during regular business hours. Waller County "use" requires a Rental Application to the Judge's Office but does not require the payment of rental fees or a security deposit.
 - Groups claiming tax exempt status will be required to submit documentation showing 501(c)(3) status.
- Damages/ Early Closures:
 - A violation of the ratio of at least one adult for every ten children at an event may result in closure of the Event without refund.
 - Renter may not allow any of Renter's guests to violate applicable rules and regulations and is responsible for damages to the WCCC by Renter's guests.
 - Renter's "guests" are defined for clarity as all persons or entities at the WCCC premises by reason of the Renter.
 - If the Waller County Commissioner's Court waives a security deposit for a renter, Waller County expressly reserves the right to bill Renter for any damage or loss suffered from Renter's use of the WCCC.
 - The amount and type of insurance coverage required for Renter does not limit the scope of Renter's agreement to indemnify the County against losses suffered to the WCCC by Renter or Renter's guests. (Indemnification language itself is unchanged).
 - Personal items left behind at the WCCC after the conclusion of a rental term are deemed abandoned and forfeited to the County.
- Food/ Alcohol:
 - Frying is not allowed in the WCCC. Any damage caused by cooking equipment will be assessed against the Renter.
 - Renters are responsible for cleaning any spilled liquids and are responsible for providing cleaning materials necessary to restore the WCCC to its pre-rental condition.
 - Renter must submit the necessary certifications for food handlers and caterers to the County Judge's Office.
 - Alcohol in any container is not allowed.
 - Any alcohol brought to the WCCC, even if not yet consumed, may result in early closure of the Event without refund.
- Smoking/ Prohibited Activities:

- “Smokeless” e-cigarettes and any form of vaping is not allowed in the WCCC at any time. The Renter will be liable for any damages caused by smoking at the Event.
- No vehicle may be driven over or across the curbs, sidewalks, grass, or lawn of the WCCC.
- No animals are allowed on WCCC premises except for vested service dogs as defined by the Americans with Disabilities Act.
- Any activity causing unreasonable odors, smoke, dust, gas, or vibrations to emanate from the WCCC or that would constitute a nuisance to the surrounding community is prohibited.
- Balloons must be tethered to prevent interference with the smoke alarms, air circulation systems, or cameras.
- Confetti (including confetti eggs), rice, water balloons, aerosol string, and piñatas are prohibited.
- Any use of glitter will result in immediate forfeiture of Renter’s security deposit and additional cleaning fees will be assessed.

Changes to Rental Agreement:

- Groups claiming tax exempt status will be required to submit documentation showing 501(c)(3) status.
- Renter may not allow any of Renter’s guests to violate applicable rules and regulations and is responsible for damages to the WCCC by Renter or Renter’s guests.
- Renter’s “guests” are defined for clarity as all persons or entities at the WCCC premises by reason of the Renter.
- Rental “Time” is changed to Rental “Term” for consistency throughout WCCC Agreements.
- “Smokeless” e-cigarettes and any form of vaping is not allowed in the WCCC at any time.
- Use of confetti (including confetti eggs), rice, water balloons, aerosol string, and/or piñatas may result in the forfeiture of any security deposit.
- Renters must initial that they understand that the WCCC building capacity is 250 persons.
- Renters must initial the indemnification language present in the Rules and Regulations.
- The Rental Agreement is final and is not superseded by any unilateral correspondence Renter may have had with County officials.

Changes to Rental Application:

- The Judge’s Office will accept cashier’s checks made out to Waller County.
- “Special Room Layout” is changed to “Additional Tables/ Chairs Requested” for clarity.

RULES AND REGULATIONS

WALLER COUNTY COMMUNITY CENTER

The Waller County Community Center (“WCCC”) is dedicated to quality service and making your next event a memorable and successful one.

The Waller County Commissioner’s Court has adopted the following Rental Rules and Regulations concerning the rental of the WCCC facilities to a member of the public, group, or organization (the “Renter”) for an “Event” as described in the Rental Application. These Rules and Regulations are incorporated by reference into all contracts and agreements between Waller County and the Renter.

Waller County does not discriminate on the basis of race, color, religion, gender, age, sexual orientation, marital status, disability, national origin, or other status. Allowing any individual or group to use the WCCC does not imply endorsement of the individual’s or group’s view or ideology by Waller County.

HOW TO SCHEDULE AN EVENT

Waller County recommends that reservations are made at least two weeks prior to the date of the Event. For detailed facility rental information, a prospective Renter should contact the Waller County Judge’s Office at (979) 826-7700. The Waller County Judge’s Office reserves the right to deny requests that conflict with existing bookings or violate County policies.

RULES AND REGULATIONS

The following Rules and Regulations have been adopted by the Waller County Commissioner’s Court to ensure a safe, positive, and healthy environment at the WCCC. Additional rules, regulations, and policies may be added from time to time as circumstances warrant.

RESERVATIONS AND SCHEDULING

To reserve facilities of the WCCC, the Renter must submit a WCCC Rental Application (the “Application”) which may be obtained at the Waller County Judge’s Office or online at <http://co.waller.tx.us/page/CommunityCenter>. Applications will be accepted during regular business hours only. Renters are not allowed to rent WCCC facilities on a continuous basis (i.e. daily, weekly, or monthly) without Waller County Commissioner’s Court’s written consent. The Commissioner’s Court reserves the right to restrict the number of dates an individual or group may reserve. This is to ensure that one group does not dominate use of a particular space and/or schedule. Reservations will not be accepted more than six months in advance. A reservation will only be complete when proof of payment and a completed Rental Application are turned in to the County Judge’s Office. The applicant will deposit the money (CASH, CASHIER’S CHECK, OR MONEY ORDER ONLY) with the Treasurer’s Office and then take the receipt to the Judge’s Office to show proof of payment. Cashier’s checks and money orders should be made out to Waller

County. No dates will be reserved over the phone or without completed materials being turned in to the Judge's Office.

Waller County and its subdivisions shall have first priority to use, and second priority shall be given to all governmental uses and municipalities for their events and activities. Waller County "use" means a reservation by a Waller County department head or elected official of the WCCC for the primary benefit of Waller County and/or its employees during regular business hours. Any reservation of the WCCC for Waller County use will require a Rental Application to be turned into the County Judge's Office for planning and logistics purposes, but will not require the payment of associated Rental Fees or Security Deposit. Waller County elected officials or department heads must state the purpose of the event in the "Type of Event" section of the Rental Application. The priority for all other uses shall be determined on a first-come, first-serve basis, following the needs of Waller County, governmental entities, and municipalities. After an Application has been approved, the Renter must enter into a written WCCC Rental Agreement (the "Rental Agreement") with Waller County and pay all applicable fees and security deposits in the timeframe required by the Rental Agreement and these Rules.

The minimum age to rent the WCCC facilities is twenty-one (21) years of age. Youth groups (groups with children under the age of 18) shall be chaperoned on a ratio of at least one adult for every ten (10) or fewer children under the age of 18. The number of minors attending shall be stated in the Rental Application. Violation of this ratio during an Event may result in early closure of the Event without refund.

No Commissioner or County official may waive any requirements set forth herein. All alterations to the contract must be submitted to, and voted upon by, Waller County Commissioners Court.

RENTAL FEES

Renter agrees to pay Waller County Rental Fees for the use of the WCCC facilities as set forth in the Rental Agreement executed between the Renter and Waller County. Full payment of Rental Fees is due in accordance with the terms of the Rental Agreement. Failure to pay Rental Fees and Security Deposits when due under the Rental Agreement will result in the loss of the reservation. Renter must adhere to hours and Rental Term set forth in the Rental Agreement. The Rental Term includes the time necessary for set up and take down/clean up.

CANCELLATIONS/REFUNDS

No refunds will be issued for cancellation by the Renter made less than 72 hours before the start of the Rental Term. If the Renter cancels a reservation 72 hours or more before the start of the Rental Term, a refund of the Rental Fees (if any) and Security Deposit will be issued, less an administration fee equal to 15% of the Security Deposit. All cancellations must be submitted in writing to the County Judge's Office. Waller County reserves the right to cancel an Event for the reasons set forth in the Rental Agreement. If Waller County cancels an Event the Renter may be entitled to a full refund of any Rental Fee paid and any Security Deposit made

RENTER GROUP RESPONSIBILITIES

- Groups claiming non-profit status will be required to submit Texas documentation giving non-profit status. Groups claiming tax-exempt status will be required to submit Texas documentation showing tax exemption under Internal Revenue Code Section 501(c)(3).
- Renter may only use the space as identified and approved on Renter's Rental Application.
- The Renter may not sublet the WCCC facility, nor may the Rental Application or Rental Agreement be transferred. Any attempt to sublet, transfer, or otherwise assign the Renter's interest in using the WCCC is void.
- Renter may not offer services already provided by Waller County, unless specifically approved by the Waller County Commissioner's Court.
- Neither Renter nor Renter's Guests may charge a parking or entrance fee at the WCCC, unless specifically preapproved by the Waller County Commissioner's Court. "Renter's Guests" means all persons or entities at the WCCC premises by reason of the Renter, including but not limited to Renter's guests, invitees, participants, players, coaches, members, spectators, agents, volunteers, vendors, contractors, employees, representatives or servants.
- The Renter must comply with all applicable federal, State, and local laws, ordinances, rules, and regulations, as well as the WCCC Rules and Regulations contained herein.
- Waller County has the right to immediately terminate use of the WCCC during any Event if the Renter violates or allows Renter's Guests to violate any applicable federal, state, or local law, ordinance, rule, or regulation, or the WCCC Rules and Regulations contained herein. All Rental Fees and Security Deposits shall be forfeited when an Event is terminated for this reason.

KEYPAD

Renter will be given a code for the keypads at the WCCC that will allow them to enter the building during their Rental Term and arm/disarm the security system.

SECURITY DEPOSIT

A Security Deposit of \$100.00 (one hundred dollars) may be required under the Rental Agreement, as determined by the Waller County Commissioner's Court. If a Security Deposit is required, the Security Deposit will be held until after the end of the Rental Term and returned to the Renter within 21 days after the end of the Rental Term. The County may withhold a portion or all of the Security Deposit to cover the cost of clean-up, repairs, replacement, or other damages. Any violation of the Rental Agreement or WCCC Rules and Regulations may result in partial or complete forfeiture of the Security Deposit. The amount of the Security Deposit does not limit the liability of the Renter for any damage or loss suffered by the County. Waller County expressly reserves the right to bill any Renter for damage or loss suffered by Waller County in connection

with Renter's WCCC rental if Waller County Commissioner's Court waives said Renter's Security Deposit.

LIABILITY INSURANCE

The County, in its discretion, may require the Renter to obtain liability insurance for the Event. If liability insurance is required, the following requirements apply:

- \$1,000,000 minimum coverage
- Insurance shall cover liability for injury, death, and property damage, including coverage for alcoholic related claims.
- The insurance policy must be issued by an insurance company licensed to do business in Texas and acceptable to the Waller County Commissioner's Court.
- Waller County must be named as an "Additional Insured" on the policy.
- At least fourteen (14) days prior to the start of the Rental Term, the Renter must give to the County a certificate of insurance showing the required coverage.

PERSONAL PROPERTY

Waller County shall not be liable or responsible for any damage to or loss of personal property belonging to the Renter or Renter's Guests.

The Renter shall indemnify, defend, and hold harmless Waller County for any losses, claims, damages, liabilities, costs and expenses (including legal fees) suffered by the Renter or Renter's Guests in connection with Renter's WCCC rental. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this section.

DECORATIONS AND ROOM ALTERATIONS

The Renter shall not make any alterations to the WCCC facilities without the written consent of the County. Alterations include, but are not limited to, any items that are hung, glued, taped, or in any other way affixed to the walls, ceiling, floor, windows, or light fixtures of the WCCC. Renter should, under no circumstances, use any sort of adhesive to adhere any items to the wall, ceiling, floor, windows, or light fixtures of the WCCC. A decoration and installation plan must be pre-approved in writing. Any decoration or set-up time must be included in the Rental Term. Tables, chairs, dance floor, staging, and other items of personal property shall not be stored at the WCCC, shall be brought in only during the Rental Term, and must be removed from the facility at the end of the Rental Term. Renter must supply his/her/its/their own labor and supplies when decorating. The Renter is responsible for leaving the WCCC facilities in as good or better condition than found. Items of personal property left by the Renter at the end of the Rental Term shall be deemed abandoned and Waller County may remove, store, dispose, or otherwise deal with such abandoned goods to the satisfaction of Waller County.

FOOD/BEVERAGE POLICY

Renters may provide their own food and non-alcoholic beverages or utilize a professional caterer. The WCCC kitchen is not stocked with food preparation supplies or utensils, but you may, however, prepare food on site. Under no circumstances is frying allowed as part of food preparation. Renters are specifically advised to double check that any cooking equipment is turned OFF before the end of the Rental Term. Any damage caused by cooking equipment left on will be assessed to the Renter. Renters are responsible for bringing all supplies and cleaning up after an Event. All food product and waste must be removed off-site following the termination of the Rental Term. Renter will be charged for failing to clean up before the end of their Rental Term.

- All beverages served or consumed on the WCCC premises must be from non-glass containers.
- All table linens must be removed and any liquids on tables must be wiped.
- All WCCC equipment must be cleaned and placed in storage room. Renter is responsible for providing any cleaning materials needed to comply with these Rules and Regulations.
- Renter shall submit the necessary state certifications and, if applicable, County health certifications for professional food handlers to the County Judge's Office.

ALCOHOL

- NO ALCOHOL IS ALLOWED AT THE COMMUNITY CENTER. This includes but is not limited to alcohol in glass bottles, cans, plastic cups, or personal containers.
- Alcohol may not be brought to or consumed in restrooms, parking lots, or any other facility of the WCCC. Alcohol brought to WCCC facilities, although not consumed, constitutes a violation of the Rules and Regulations. Consumption of alcohol by Renter or Renter's Guests during an Event will result in forfeiture of the Security Deposit and possibly early closure of the Event without refund.
- "Bring Your Own Bottle (B.Y.O.B.)" functions are strictly prohibited.

ENTERTAINMENT

- All hired entertainment must be pre-approved in writing by Waller County Commissioner's Court. Entertainment at the WCCC must be legal and cannot be obscene. Gambling, nudity, and profanity are strictly prohibited.
- Music and any amplified sound must be set at a volume that cannot be heard outside of the WCCC premises. Waller County shall promptly resolve any complaints of noise to the satisfaction of Waller County.

DAMAGES, ACCIDENTS, OR INJURIES

- Any accident or injury occurring on WCCC premises, and any damage to the WCCC property or premises, must be immediately reported to the Waller County Judge's Office.

- Renters shall be liable for all damage to the WCCC facilities and/or WCCC property resulting from Renter's or Renter's Guest's use of the WCCC. Damages to the WCCC facilities and/or WCCC property will result in additional charges and partial or full retention of the Security Deposit. If the Security Deposit is not enough to cover damages charges, the Renter will be billed the excess amount and payment is due immediately.

SMOKING

- Smoking in the WCCC is prohibited at all times. This includes smoking cigarettes, cigars, pipes, e-cigarettes and any other smoking device even if such device is marketed as "smokeless." The Renter is responsible for all damage caused by smoking including, but not limited to, stains, burns, odors, and removal of debris.

ACCESS AND HOURS OF OPERATION

- All Events must be limited to the specific Rental Term set forth in the Rental Agreement.
- The Renter shall permit Waller County officials and other designated agents to have access and to enter the WCCC facilities at any time during the Event.
- Only the area or facilities designated in the WCCC Rental Application and/or Rental Agreement may be used by the Renter or Renter's Guests. All other areas in the WCCC are off limits.
- All parking at the WCCC is free for Renters and Renter's Guests for the duration of the Rental Term.
- Use of the WCCC facilities by Renter or Renter's Guests outside of the contracted Rental Term, including for purposes of clean up, will result in additional charges and a partial or full retention of the Security Deposit.

PROHIBITED ACTIVITIES AND ITEMS

The following list of activities is not intended to be an exhaustive list. Waller County retains the right to enforce the prohibition of any other activities or items prohibited by law. Waller County reserves the right, but not the duty, to eject any persons or animals not in compliance with the Rules and Regulations and Renter waives any claims for damages against Waller County or any of its officers, agents, or employees resulting from the exercise of this authority.

- Confetti (including confetti eggs), rice, water balloons, aerosol string, and piñatas are strictly prohibited throughout the WCCC facilities.
- Commercial solicitation and transactions are prohibited.
- ANY USE OF GLITTER WILL RESULT IN IMMEDIATE FORFEITURE OF RENTER'S SECURITY DEPOSIT AND ADDITIONAL CLEANING FEES WILL BE ASSESSED.
- Firearms are prohibited except as authorized by law.
- No animals are allowed on the WCCC premises except for vested service dogs as defined by the Americans with Disabilities Act.
- No vehicle shall be driven over or across the curbs, sidewalks, grass, or lawn of the WCCC. Vehicles shall be parked in the designated parking lot, or other lawful areas.
- Campfires, open burning, and candles of any kind are prohibited.

- Fireworks, sparklers, explosives or other hazardous materials are strictly prohibited and may result in early termination of the Event.
- Any activity causing unreasonable odors, smoke, dust, gas, or vibrations to emanate from the WCCC or that would constitute a nuisance to the surrounding community is prohibited.
- Balloons must be tethered to prevent interference with the smoke alarms, air circulation systems, or cameras.
- DO NOT PROP THE EXTERIOR DOORS OPEN. THIS MAY CAUSES DAMAGE TO DOOR HINGES.

COMMON AREAS/OVERALL BUILDING POLICIES

- Every Renter group must be under complete adult supervision at all times during the Rental Term. The Renter shall assume full responsibility for the conduct of all Renter's Guests.
- Renter shall be responsible for ensuring that all of Renter's Guests comply with all applicable laws, ordinances, rules, regulations, policies, and procedures, including but not limited to the WCCC Rental Rules and Regulations set forth herein.
- Children must be kept under direct supervision at all times during the Rental Term and kept confined to the rented facilities. Neither the WCCC nor Waller County will assume responsibility for under-supervised children.
- Renter shall be liable for all cost of additional cleaning required as a result of Renter's use of the WCCC.
- All Events shall be operated and supervised to the satisfaction of Waller County. If deemed necessary because of the type of Event or number of people in attendance, Waller County reserves the right to assign a room attendant and/or licensed police officer to supervise the Event, and the **payment of attendant and/or peace officer shall be paid by the Renter.**
- Renter is responsible for cleaning up after their Event. Trash must be bagged and put in the dumpster enclosure outside of the WCCC. Clean up must be during rental hours.
- Violation of law and/or the WCCC Rules and Regulations contained herein shall be grounds for immediate termination of the Event and ejection of the Renter and Renter's guest and invitees. In such case, no refund will be provided and Renter's Security Deposit will be forfeited as liquidated damages. A violation of the law and/or WCCC Rules and Regulations shall be determined by WCCC staff and/or peace officer present or through investigation. Said determinations shall be at the sole discretion of Waller County. Neither Waller County nor any of its officers, officials, agents, representatives, servants, contractors, or employees shall be liable to Renter for any injuries, losses, or damages that may be sustained by the Renter or its guest or invitees as a result of Waller County's exercise of its rights to terminate an Event or eject a Renter or Renter's Guests.
- Violations of these Rules and Regulations may result in denial of future use of the WCCC. Denial of use does not exempt violators from possible prosecution under applicable local, state, or federal law, ordinance, or regulation.
- Waller County and its employees, agents, officers, representatives, servants, or assigns shall not be responsible for items damaged, lost, stolen, left on site, or left in vehicles on the WCCC premises.
- Under no circumstances shall the total number of persons at an Event exceed the maximum capacity of 250 people / persons inside of the WCCC. This maximum occupancy is determined by the Waller County Fire Marshal's Office for the safety of all WCCC

inhabitants. 250 persons inside of the WCCC includes all rooms, areas, or facilities inside of the WCCC building which are the subject of the Rental Agreement.

RENTAL AGREEMENT

WALLER COUNTY COMMUNITY CENTER

This Agreement made between **WALLER COUNTY**, hereinafter referred to as “**OWNER**,” and, _____, hereinafter referred to as “**RENTER**.”

This Agreement includes and incorporates the conditions of RENTAL AGREEMENTS attached or on file at the Waller County Judge’s Office, and all applicable Waller County Rules and Regulations, and federal, State, and local laws.

Rental Categories

1. Renters:

Renters are identified as individuals, for profit and non-profit organizations, and governmental entities who hold a function and require use of the Waller County Community Center Facility (the “WCCC” or “the Community Center”). **A cleaning/damage deposit of \$100.00 is required unless otherwise designated by the Waller County Commissioner’s Court.**

2. Non-Profit Events:

Non-profit is defined as any religious, charitable, social, educational, or civic group which does not distribute profits or dividends to the members thereof, and where profit is not its primary objective. **A deposit may be waived for Non-profit events if designated by the Waller County Commissioner’s Court. Non-profits must provide the County Judge’s Office with proof of non-profit status. Non-profits claiming tax exemption must provide documentation certifying their status under Internal Revenue Code Section 501(c)(3).**

3. Determination of Use:

The Waller County Commissioner’s Court or its designee shall make a determination of allowable use for all renter types and will resolve questions regarding rental fees. If the renter disagrees with the decision rendered, the applicant may appeal the decision to the Waller County Commissioner’s Court.

The Renter agrees to pay \$_____ for rental of the Community Center (“Rental Fees”). The Renter agrees to pay an additional One Hundred Dollars (\$100.00) for a cleaning/damage deposit (“Security Deposit”). Rental Fees and Security Deposit must be paid to finalize a reservation. The amount of \$100.00 is refundable subject to the terms

of this Agreement. If cleaning and/or damage repair exceeds the deposit of One Hundred Dollars (\$100.00), the Renter agrees to accept full responsibility and liability for the additional amount.

Charges and Terms

The Waller County Community Center Rules and Regulations are incorporated by reference into this Rental Agreement. A copy of the Rules and Regulations may be obtained from the Waller County Judge's Office or online.

The Renter agrees to abide by the terms of this Rental Agreement and the Rules and Regulations. If the Renter violates or allows Renter's Guests to violate the terms or conditions of this Rental Agreement, or any of the Rules and Regulations, the Owner may unilaterally terminate the contract. "Renter's Guests" means all persons or entities at the WCCC premises by reason of the Renter, including but not limited to Renter's guests, invitees, participants, members, spectators, agents, volunteers, vendors, contractors, employees, representatives or servants.

Definition

Full Day Rental	8:00 A.M. – 12:00 Midnight
Morning Rental	8:00 A.M. – 12:00 Noon
Afternoon Rental	1:00 P.M. – 5:00 P.M.
Evening Rental	6:00 P.M. – 10:00 P.M.

COMMUNITY CENTER RENTAL CHARGE

STANDARD FEES:

Security Deposit	\$100.00
Full Day Rental	\$300.00
Morning, Afternoon, or Evening Rental	\$100.00

NON-PROFIT FEES FOR MONDAY THROUGH THURSDAY RENTALS:

Security Deposit	\$100.00
Full Day Rental	\$150.00
Morning, Afternoon, or Evening Rental	\$25.00

Rental Dates: _____

Rental Term: _____ **Anticipated Attendance:** _____

Non-Profit Organization: _____ **No** _____ **Yes**

Name of Event: _____

Insurance:

_____ **Ph#** _____

Policy# _____

Conditions of Rental Agreement:

- A. A walk through must be performed at the beginning of your rental time. You must document any damages and email CommunityCenter@wallercounty.us with pictures and details within 20 minutes of your arrival. You will be given a code that will allow you in and out of the building during your rental time.

_____ **(Initial)**

- B. Permission and scheduling for the use of the Community Center and the use of County equipment shall be issued through the Waller County Judge's Office.

_____ **(Initial)**

- C. A written agreement for the use of the Community Center shall be granted only upon written request by a duly authorized representative of the organization seeking the use of the facility. Renter accepts responsibility for the actions of its representative(s) related to this Rental Agreement.

_____ **(Initial)**

- D. All persons must leave the Owner's premises at the conclusion of the rental.

_____ **(Initial)**

- E. Permission for the use of the facilities may be revoked when there has been violation(s) of any of these conditions or any other regulations.

_____ **(Initial)**

- F. All Renters will be billed and/or charged for any additional cost associated with unreasonable wear or breakage to Owner's property, and/or custodial cost required due to leaving the facility in an unclean or damaged condition.

_____ **(Initial)**

G. Renter is responsible for ensuring that minors using the Community Center are supervised by an adequate number of adult sponsors to assure proper care and use of Owner's property.

_____(Initial)

H. **Smoking is not allowed inside any part of the Community Center. This includes "smokeless" devices such as e-cigarettes.**

_____(Initial)

I. **Alcohol is not allowed at the Community Center.**

_____(Initial)

J. A cancellation of the Event and/or a request for a refund must be made submitted in writing to the Waller County Judge's Office. Determinations on such requests will be made at the Owner's sole discretion.

_____(Initial)

K. **Renter may not, for any reason, place nails, tacks, holes, tape or adhesive of any kind, or any other form of attachment to the walls, ceiling, floors, or other surfaces in the building.**

_____(Initial)

L. **No glitter, rice, confetti (including confetti eggs), water balloons, aerosol string, or piñatas may be used in decorations or activities at the Community Center. Failure to comply will result in the loss of any Security Deposit, and additional charges for damage may apply.**

_____(Initial)

M. No bounce houses, trampolines, or similar items are allowed.

_____(Initial)

N. No barbeque pits are allowed.

_____(Initial)

O. **DO NOT PROP EXTERIOR DOORS OPEN. THIS MAY CAUSE DAMAGE TO THE DOOR HINGES.**

_____(Initial)

P. Renter may not sublet, assign, or transfer this Agreement, without permission of the Owner, and in no event may derive any profit off the subletting, assignment, or transferring to others. Any attempt to transfer Renter's interest in the WCCC is void.

_____(Initial)

Q. Votive candles or candles of any type may not be used on Community Center premises unless prior permission is given by the Owner.

_____(Initial)

R. Renter may not charge admission to the parking lot, building, or lawn.

_____(Initial)

S. Owner is not responsible for any damage to or loss of Renter's property.

_____(Initial)

T. Owner's liability for all claims related to the use of the Community Center is limited to the amount of the rental fee actually paid.

_____(Initial)

U. Renter is responsible for cleaning up at the end of their rental. Renter is responsible for taking the trash **outside to the dumpster** area at the end of their rental.

_____(Initial)

V. Renter understands that no Commissioner or County official may waive any requirement in this Agreement or the Rules and Regulations. Waivers or exceptions must be voted on by Commissioners' Court.

_____(Initial)

W. Renter understands that there are security cameras in use inside and outside the Community Center to ensure the security of the WCCC and its inhabitants.

_____(Initial)

X. Renter agrees to indemnify, defend, and hold harmless Owner for any losses, claims, damages, liabilities, costs, and expenses (including legal fees) suffered by the Renter or Renter's Guests in connection with Renter's WCCC rental.

_____(Initial)

Y. Renter understands that the building capacity of the WCCC is limited to 250 persons. Under no circumstances will Renter allow more than 250 persons inside of the WCCC at one time.

_____(Initial)

This Rental Agreement, together with the Waller County Community Center Rules and Regulations incorporated herein by reference, constitutes the entire agreement of the Renter and Owner with respect to the subject matter hereof, supersedes and replaces all oral and written statements, conversations, and correspondence, and is intended by the Renter and Owner to be the final expression of their agreement on the terms and conditions set forth herein. Any correspondence by a County Official unilaterally purporting to supersede the terms of this agreement is void.

MY SIGNATURE VERIFIES THAT I HAVE FULLY READ THIS RENTAL AGREEMENT AS WELL AS THE CONDITIONS OF RENTAL AGREEMENT, AND I AGREE TO AND DO ACCEPT FULL RESPONSIBILITY TO ABIDE BY THESE CONDITIONS AS WELL AS ALL OTHER APPLICABLE LAWS AND REGULATIONS. I AGREE TO ACCEPT FULL LIABILITY FOR DAMAGES, OTHER THAN THOSE CAUSED BY NATURAL DISASTERS OR ACTS OF GOD, CAUSED TO THE COMMUNITY CENTER DURING MY RENTAL.

Print Name _____

Mailing Address _____

City, State, Zip _____

Work Phone _____

Home Phone _____

Cell Phone _____

Renter's Signature: _____ Date _____

Owner's Signature: _____ Date _____

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If Non-Profit, Letter of Determination Received _____ Yes _____ No

Total Amount Charged \$ _____

Deposit Received \$ _____ Date _____ Receipt # _____

Amount of Deposit Returned \$ _____ Date Deposit Returned _____

Deposit Returned To: _____ Date _____

Initials _____

RENTAL APPLICATION

WALLER COUNTY COMMUNITY CENTER

Rental Date(s): _____

Renter Information:

Contact Person: _____

Phone Number(s): Home _____ Cell _____

Address: _____ City: _____

State: _____ Zip Code: _____

Email: _____ Organization: _____

Type of Event: _____

Adults Attending _____ # Minors Attending _____

Rental Times:

Arrival/Set- up _____ Event Start _____ Event End _____

***** All set-up and clean-up must be within rental time *****

Additional Tables/Chairs Requested ____yes ____ no

Renter Providing Food at Event ____ yes ____ no

Reservations: Rental fees and a security deposit must be paid in full and a signed “Rental Agreement” must be submitted to secure a reservation. **ONLY CASH, MONEY ORDERS, AND CASHIER’S CHECKS MADE OUT TO WALLER COUNTY WILL BE ACCEPTED.**

OFFICE USE ONLY:

Date Request Received _____ Received by _____

Payment Amount _____ Payment Date _____

Payment Received by _____

ORDER NO. _____

*AN ORDER OF THE COUNTY COMMISSIONERS COURT (COURT) OF THE COUNTY OF
WALLER, TEXAS, REVISING THE WALLER COUNTY COMMUNITY CENTER RULES AND
REGULATIONS, RENTAL APPLICATION, AND RENTAL AGREEMENT*

WHEREAS, the Commissioners Court of the County of Waller, Texas (County) desires to revise the Waller County Community Center Rules and Regulations, Rental Application, and Rental Agreement.

WHEREAS, the Court seeks to improve efficiency and transparency of requirements for the rental of the Waller County Community Center; and

WHEREAS, the Court finds that such revisions will facilitate the efficiency and transparency of renting the Waller County Community Center to the benefit of the County.

NOW, THEREFORE, BE IT ORDERED BY THE WALLER COUNTY COMMISSIONERS COURT THAT:

1. **Approval of Recitals as Finding of Fact.** The foregoing recitals, having been found by the Commissioners Court to be true and correct, are hereby incorporated into this Order as findings of fact.
2. **Order of Revision.** The Waller County Community Center Rules and Regulations, Rental Application, and Rental Agreement are hereby revised.

BE IT SO ORDERED.

Passed and Approved this _____ day of _____, 2024.

WALLER COUNTY COMMISSIONERS COURT

County Judge

Commissioner Precinct 1

Commissioner Precinct 2

Commissioner Precinct 3

Commissioner Precinct 4

Attest: County Clerk