

Waller County Community Center

Rental Application

Rental Date(s): June 19, 2025

Renter Information:

Contact Person: Herschel Smith

Phone Number(s): Home 281 883 9887 Cell 832 889 8529

Address: P.O. Box 653 City: Prairie View

State: TX Zip Code: 77446

Email: hc.smith@wallercounty.us Organization: _____

Type of Event: ANNUAL Juneteenth event

Adults Attending 100 ^{not} ~~out~~ # Minors Attending 50 ^{not} ~~in~~ add out

Rental Times:

Arrival/Set-up 8 am Event Start 12 Event End 6 pm

***** 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 _____

RENTAL AGREEMENT

WALLER COUNTY COMMUNITY CENTER

This Agreement made between **WALLER COUNTY**, hereinafter referred to as "**OWNER**," and, Herschel Smith, 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 \$150.00 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 profits 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 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 \$ N/A for rental of the Community Center ("Rental Fees"). The Renter agrees to pay an additional One Hundred and Fifty Dollars (\$150.00) for a cleaning/damage deposit ("Security Deposit"). Rental Fees and Security Deposit must be paid to finalize a reservation. The amount of \$150.00 is refundable subject to the terms

of this Agreement. If cleaning and/or damage repair exceeds the deposit of One Hundred and Fifty Dollars (\$150.00), 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	\$150.00
Full Day Rental	\$300.00
Morning, Afternoon, or Evening Rental	\$100.00

NON-PROFIT FEES FOR MONDAY THROUGH THURSDAY RENTALS:

Security Deposit	\$150.00
Full Day Rental	\$200.00
Morning, Afternoon, or Evening Rental	\$25.00

Rental Dates: June 19, 2025

Rental Term: Full Day **Anticipated Attendance:** 1000

Non-Profit Organization: No Yes

Name of Event: ANNUAL Juneteenth event Celebration

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.

HS (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.

HS (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.

HS (Initial)

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

HS (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.

HS (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.

HS (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.

HS (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.

HS (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.

HS (Initial)

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

HS (Initial)

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

HS (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.

HS (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.

HS (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.

HS (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.

HS (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.

HS (Initial)

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

HS (Initial)

I. Alcohol is not allowed at the Community Center.

HS (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.

HS (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.

HS (Initial)

L. No glitter, rice, confetti (including confetti eggs), water balloons, aerosol string, slime, 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.

HS (Initial)

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

HS (Initial)

N. No barbeque pits, fire pits, Blackstone's, or similar items are allowed.

HS (Initial)

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

HS (Initial)

Y. Renter understands that the building capacity of the WCCC is limited to 99 persons. Under no circumstances will Renter allow more than 99 persons inside of the WCCC at one time.

AB (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 Herschel Smith

Mailing Address P. O. Box 653

City, State, Zip Prairie View Tx 77446

Phone Number 832 889 8529

Renter's Signature: Constance Thumel Date 02-24-25

Owner's Signature: _____ Date _____

FOR OFFICE USE ONLY

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 _____