

Jimmie Walker Kemah Community Center Rental Agreement

| | | | |
|---|---------|--------------|--|
| Name: | | | Rental Number: |
| Address: | | | Renter Category (Mark all that apply) |
| City: | State: | Zip: | <input type="checkbox"/> Resident |
| Home #: | Work #: | Cell #: | <input type="checkbox"/> City of Kemah Employee |
| Email Address: | | | <input type="checkbox"/> Governmental Agency |
| Driver's License #: | | State: | <input type="checkbox"/> Non-Profit Organization |
| DOB: | | | <input type="checkbox"/> Non-Resident |
| Date of Event: | | | <input type="checkbox"/> For-Profit Event (Addendum required) |
| Time of Event: _____ am/pm to _____ am/pm | | Total Hours: | <input type="checkbox"/> Other: |
| Type of Event: | | | |
| Approximate # of Guests (Maximum capacity 200): | | | |

Keys 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. Rental hours are 7:00 A.M. - 12:00 A.M.
(PREMISES MUST BE VACATED NO LATER THAN 12:00 AM MIDNIGHT)

| | |
|----------------------------|--|
| Building Rental: \$ | Will alcohol be served, sold, or allowed? |
| Received By: | Yes No |
| Security Deposit: \$500.00 | If Yes: |
| Cleaning Fee: \$250.00 | *Alcohol Time (4 Hour Minimum): \$60 per hour per officer _____ am/pm to _____ am/pm |
| Signature on Page 5: | Total Hours: *Number Of Officers Required: 2 |
| | *Alcohol Fee: |
| | Initials: |

| | |
|---|----------------|
| OFFICE USE ONLY: Cancellation/Refunds | |
| Date Cancelled: | Check Number: |
| # of Days Before Event: | Check Date: |
| Percentage Returned: <input type="checkbox"/> 90% <input type="checkbox"/> 50% <input type="checkbox"/> 25% <input type="checkbox"/> 0% | Authorized By: |
| Amount: \$ | |

- Rental Conditions

By submitting this application and initialing each paragraph, you are hereby acknowledging and understanding all of the following conditions herein:

- Any and all deposits and rental fees are required to be paid at the time of reservation. Payments may be made by cash, credit card, cashier's check, or money order (NO PERSONAL CHECKS). The City of Kemah reserves the right to cancel the scheduled event. In the event that your event is canceled prior to the event taking place, you will be refunded any and all deposits and rent. Should you breach any term or condition of this rental agreement resulting in termination of the event, your deposits and rental fees are forfeited and/or non-refundable and a civil fine may be assessed as specified herein.
 - Initial Here: _____
- Any and all damages to the facility and or equipment in the facility during the hours of your scheduled event are your responsibility, regardless of whether you or a guest damaged equipment or the facility. You must reimburse the City of Kemah within 3 business days of your receiving any and all invoices for damages exceeding your deposit.
 - Initial Here: _____
- The facility shall close promptly at midnight, and you, all of your guests or attendees, and all your equipment or personal belongings must be completely vacated on or before that time. Your failure to end the event in a timely manner and vacate the facility and premises on or before midnight will result in additional fees based on the daily rental hourly rate plus the officers assigned to the event serving alcohol, if any. The additional fees and payments to the officers shall be paid no later than three (3) business days following the event.
 - Initial Here: _____
- The facility keys must be returned IMMEDIATELY following your event to the Kemah Police Department Communications Office, located on the East side of City Hall at 1401 State Highway 146. Failure to return the keys in a timely manner will result in the forfeiture of your Security Deposit. You must also lock all doors prior to returning the keys.
 - Initial Here: _____
- The following conduct is strictly prohibited:
 1. Objects hung from the ceiling,
 2. Throwing of rice, bird seed or any foreign objects within the facility,
 3. Smoking inside the facility,
 4. Unruly behavior in the facility or on the premises,
 5. And violation of any other facility rule.

Officers shall have the discretion to terminate the event for a breach of the rules or this Agreement herein and if so, your security deposit will be forfeited and impose a civil fine up to \$500 per occurrence. Each act is a separate occurrence.

- Initial Here: _____

- The Audio Visual (AV) System must be rented to use the TV set to display pictures or videos or the play music using the building's speaker system. You are responsible and shall be held liable for any and all damages to the AV system during your use of the facility.
 - Initial Here: _____
- Any and all music including live bands, shall be played inside the facility. Speakers or amplifiers or other musical equipment shall NOT project sound outside of the facility. Any and all music or sounds are subject to the City of Kemah's Noise Ordinance 1187. A copy of the same ordinance will be provided upon demand.
 - Initial Here: _____
- Any and all mobile food vendors participating in an event must obtain their own Food Truck Permit for the date(s) of the event in compliance with Kemah Code of Ordinances, Chapter 50 - Health and Sanitation, Article II.
 - Food, Division 3. - Mobile Food Vehicle Regulations.
 - Initial Here: _____
- CANCELLATION: The City of Kemah reserves the right to cancel usage of the facility if, in the sole discretion 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, fees, and payments to Officers, if any.
 - Initial Here: _____

- **Alcohol Security Requirements**

- You are responsible for complying with any and all federal, state and local laws regarding the serving, selling, permitting, possessing, and consuming of any and all alcoholic beverages to those invitees or guests.
 - Initial Here: _____
- 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. Preventing officers from entering the facility or the premises shall be grounds for termination of the event and forfeiture of the Security Deposit, and other monies required under this contract.
 - Initial Here: _____
- The police officer(s) act as independent contractors, however the officer(s) are required to remain on site until such time as the facilities are vacated. In the event this time exceeds the times of the contract, said officers will be compensated at the rate prescribed. All officers assigned to the event must stay until the facility is vacated and shall be compensated directly for any and all overtime. All overtime for Officers shall be compensated in one-hour increments per officer, except any overtime less than 15 minutes is free of charge, and from 16 to 30 minutes shall be compensated at ½ hour for each officer. No exceptions.
 - Initial Here: _____

- If alcohol is served, permitted, possessed and/or consumed on premises, a minimum of two off-duty Kemah Police Officers shall be assigned to your event prior to the event. Serving, selling, permitting, possessing, or consuming any alcohol beverage at your event without first hiring two Kemah off-duty officers shall be grounds for immediate termination of this agreement and forfeiture of the Security deposit and all fees paid, plus the City of Kemah may assess a civil fine of \$500.00 for violation of the agreement.
 - Initial Here: _____
- Additional fees may be required should the City Administrator and Police Chief determine, in their discretion, primarily due to the size and type of the event anticipated, that additional personnel, including additional officers, EMS, or other personnel, is necessary for public safety. The City will use its best efforts to inform you prior to the event if additional personnel is required, at which time, you may choose to accept the additional personnel or terminate the agreement.
 - Initial Here: _____
- Should this agreement terminate due to your breach of the agreement, and all provisions regarding any monetary obligations of the applicant shall survive the termination of the agreement.
 - Initial Here: _____

- Signs

- A Permit shall be obtained for any sign as required by Ordinance (see [Section 74 of the Code of Ordinances](#)). A violation of the sign ordinance may result in a citation be issued and termination of the Agreement.
 - Initial Here: _____
- You may request city personnel to assist you with having images displayed continuously at designated times on the community center's AV equipment. To request image(s) to be continuously displayed throughout all or part of your event, email a graphic file, meeting the city's IMAGE SIZE specifications below, to pjett@kemahtx.gov no later than one week prior your event, with the specific event times for the image(s) to be displayed. The City's reserves the right to reject any objectionable, obscene or highly controversial graphics to be displayed. [This policy is subject to change].
 - Initial Here: _____



IMAGE SIZE

144 pixels H x 288 pixels W

Larger images may be used but will probably show degradation when down-sampled.

FILE TYPE

PNG or JPG

COLOR MODE

RGB

- Rental Rates and Deposits

You must pay the Rental Fees, Security Deposits, and Officer Fees as required herein and you, as the applicant, must be present on site for the event.

| Renter Category* | Day | Security Deposit | Building Rental | Set Up Day before Rental | Cleaning Fee |
|--|--------------------------|------------------|-----------------|--------------------------|--------------|
| Kemah Residents (Proof of Residency Required) | Monday - Thursday | \$500 | \$250 | \$150 nonrefundable | \$250 |
| | Friday, Saturday, Sunday | \$500 | \$400 | \$150 nonrefundable | \$250 |
| City of Kemah Employees | Monday - Thursday | \$500 | \$250 | \$150 nonrefundable | \$250 |
| | Friday, Saturday, Sunday | \$500 | \$400 | \$150 nonrefundable | \$250 |
| Non-Profit Organization Must be a 501(c)(3) & must show proof | Monday - Thursday | \$500 | \$250 | \$150 nonrefundable | \$250 |
| | Friday, Saturday, Sunday | \$500 | \$400 | \$150 nonrefundable | \$250 |
| Non-Residents or For-Profit Events (Trade Shows, Craft Shows, Multiple Vendors, etc.) | Monday - Thursday | \$500 | \$650 | \$150 nonrefundable | \$250 |
| | Friday, Saturday, Sunday | \$500 | \$800 | \$150 nonrefundable | \$250 |

**The above building rental fees are waived for City of Kemah Governmental Functions, Kemah Historical Society, Kemah Kronies, Kemah Garden Club, Kemah Citizens Police Academy Alumni Association, Kemah Peace Officers Association, Kemah Lions Club, Miss Kemah Pageant, and Governmental Agencies (including schools) as well as for events benefiting departments within the City of Kemah.*

- Deposits and Forfeitures

- Event Cancellations - Fees will be forfeited under the following formula.

| Cancellation Date Was | Rental Fee Forfeited | Security Deposit Forfeited | Alcohol Fee Forfeited |
|----------------------------|----------------------|----------------------------|-----------------------|
| >60 days before event | 10% | 0% | 0% |
| 31 to 60 days before event | 50% | 0% | 0% |
| 15 to 30 days before event | 75% | 0% | 100% |
| 0 to 14 days before event | 100% | 100% | 100% |

- Deposit Forfeitures - Security Deposits will be refunded in full within 20-30 business days after the end of an event 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, all trash is removed to the provided dumpster, and the entire facility including bathrooms and kitchen are returned to a clean and rentable condition.

- Waiver of Liability

- The City of Kemah is not responsible for the loss or damages of any equipment, supplies or property belonging to the Renter/Occupant, guests or attendees.
 - TO THE FULLEST EXTENT PERMITTED BY LAW, THE APPLICANT 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 THE 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 WITH THE AMERICANS WITH DISABILITIES ACT AND ARE ACCESSIBLE TO HANDICAPPED INDIVIDUALS.

- Acknowledgment

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.
 - The applicant and user shall bear all costs for cleanup and damages.
 - The City of Kemah shall not be liable for personal injury, loss or damage to property.
 - All of the rules and regulations in this agreement (including the instructions for using the AV Sound System equipment, if rented) have been read and understood, including, but not limited to, all fee structures.
 - Applicants must be at least 21 years of age for this application to be considered.
 - The City of Kemah requires that the applicant provide security through the Kemah Police Department for any function where alcohol is being sold, provided, or allowed on the premises or in the facility. The applicant shall pay a fee of 100% of the security cost to the police officers at the time of booking. Any security fees over and above generated by failure to vacate the building when required will be taken from the Security 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.

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 it is 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: 281.334.1101
Email:galfaro@kemahtx.gov Fax: 281.334.6583
www.kemahtx.gov

For-Profit Event Rental Addendum

Please read and sign this page if you are having a For-Profit Event.

For-Profit Events scheduled on multiple sequential days once or twice a year.

- These events will be handled no differently than other event rentals in terms of Rental Agreement, Security Deposit, Rental Fee, etc. requirements.

For-Profit Events scheduled on multiple non-sequential days during multiple months a year

- These events will be scheduled up to 3 months in advance.
- One Rental Agreement, one Security Deposit, and one Rental Fee must be provided at the time of the first reservation. The Rental Agreement should list the first three dates, which will then be reserved once the payment is received.
 - On the first business day after each event is complete, the rental fee for the next event must be paid.
 - On receipt of the payment for the next event, one more event can be reserved.
 - If the payment is not received, all subsequent events will be considered canceled, and forfeitures will be applied per Section 5 of the Rental Agreement. Forfeiture of a rental fee that has not yet been paid will be taken from the Security Deposit. When this occurs, the process must be started again from the beginning to schedule more events.
- Any mobile food vendors participating in an event must obtain their own Food Truck Permit for the dates of the event in compliance with the Kemah Code of Ordinances, [Chapter 50 - Health and Sanitation, Article II.](#)
[- Food, Division 3. - Mobile Food Vehicle Regulations.](#)

Applicant acknowledges that they have read and will abide by these additional requirements.

Applicant Signature

Date

Jimmie Walker Community Center 800
Harris Avenue, Kemah, TX 77565

Reminder of Certain Event Rules: STRICTLY PROHIBITED CONDUCT INCLUDES BUT IS NOT LIMITED TO:

- Smoking/vaping inside the facility.
- Use of Smoke/fog machine.
- Hanging objects from the facility ceiling.
- Releasing Helium Balloons into the ceiling of the facility.
- Throwing rice, seeds, or other foreign objects inside the facility.

Additional Facility Information:

- Capacity is 200 people.
- Square Feet Main Area is 2,300 ft2.
- Kitchen Area is 286 ft2 with 3' X 11' Center Island.
- Kitchen is equipped with certain appliances (Refrigerators, stoves, and microwave)
- The facility contains two bathrooms, one male and one female, and both are ADA-compliant
- The facility is not equipped with dimmer switches
- Vendors are allowed to serve or sell alcoholic beverages in the facility and on-premise with required permits & mandatory security as contained in the rental application
- Limited tables and chairs are provided. (Please do not drag either across floors, as that may cause damage.)
- Applicant is responsible for ensuring an adequate number of tables and chairs are available for the event.
- Audio-visual equipment is available for an additional rental fee of \$100.
- Applicant may request to set up early for a \$150 additional, non-refundable fee.
- Applicant should schedule an on site orientation with City personnel prior to setting up for the event.
- Brooms, dust mops, wet mops and buckets are provided, but the cleaning supplies are not provided.
- Candles with proper receptacles may be used.
- Tables must be covered when food is served.