

Jimmie Walker Kemah Community Center Rental Agreement

Name: _____	Renter Category (Mark all that apply)
Address: _____	_____ Resident
City: _____ State: _____ Zip: _____	_____ City of Kemah Employee
Home #: _____ Work #: _____ Cell #: _____	_____ Governmental Agency
Driver's License State: _____ Number: _____ DOB: _____	_____ Non-Profit Organization
Date of Event: _____	_____ Non-Resident
Time of Event: _____ am/pm to _____ am/pm	_____ For-Profit Event (Addendum required)
Total Hours: _____	_____ Other: _____
Type of Event: _____	
Approximate number 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.
 (PREMISES MUST BE VACATED NO LATER THAN 12:00 A.M. "Midnight")

Bldg. Rental: \$ _____ Received by: _____ Method: _____ Date: _____ AV System Rental: \$ _____ Received by: _____ Method: _____ Date: _____ Security Deposit: <u>\$500.00</u> Received by: _____ Method: _____ Date: _____ Signature on page 5? _____	Will alcohol be served, sold or allowed? ___ Yes ___ No If Yes: *Alcohol Time: (4 hour Minimum) _____ am/pm to _____ am/pm Total Hours: _____ *Number of Officers required _____ *Alcohol Fee \$ _____ (Cash Payment Only) Received by: _____ Method: _____ Date: _____
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OFFICE USE ONLY: Cancellation/Refunds	
Date Cancelled: _____	Check Number: _____
Number of days before event: _____	Check Date: _____
Percentage returned: 90% 50% 25% 0%	Authorized by: _____
Amount: \$ _____	

1. 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, credit card, 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 am "Midnight".
 - I also understand that my failure to end the scheduled activity at the designated time will result in additional fees based on the hourly rate based on my daily rental rate **as well as additional fees for alcohol security** as stated later in this agreement.
- 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.
 - I further understand that failure to return the keys will affect the refund of my Security Deposit.
- 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 any Kemah Police Officer has the authority to terminate any event should said event become unruly.
- I understand that 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.
- I understand that if the AV System is to be used during the rental period, the renter signing this application shall be solely responsible for the operation and security of the AV system during the event.
- I understand that all music including live bands, will only be played inside the building and that no speakers will be situated in a way to project the sound outside of the facility. I further agree to abide by the City of Kemah's Noise Ordinance 1023.
- 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.

2. Alcohol Security Requirements

- I acknowledge that if alcoholic beverages will be served, sold or otherwise provided or allowed in or on the facility grounds at my event, it is my responsibility to comply with all laws concerning the possession and consumption of same.
- 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.
- 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. 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 \$30.00 per hour.

1 to 99 attendees	One Officer
100 to 200 attendees	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.

3. Signs

- I agree that signs at my event shall comply with the City's Sign Ordinance, which prohibits, among other things, putting signs on the building or fence or in the street or highway right of way. Permits shall be obtained for signs as required by the Ordinance (see [Section 74 of the Code of Ordinances](#)).
- If you Email a suitable graphic file (per the specification below) for display to cneeley@kemah-tx.com at least a week before your event, along with the times your event will be in progress, the City Staff will make every effort to include your graphic in the rotation on the day and times of your event. [This policy is subject to change.]

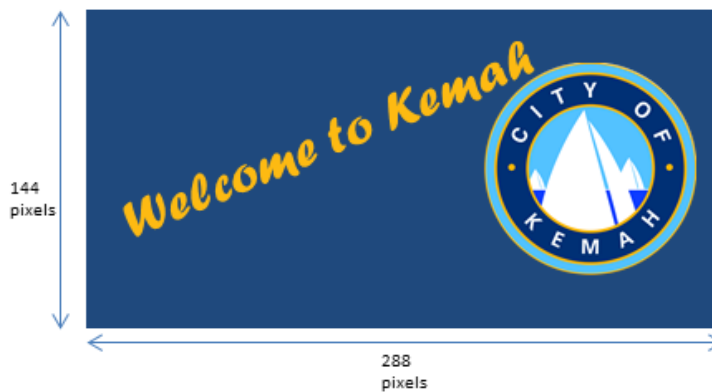


IMAGE SIZE

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

4. Rental Rates and Deposits

I understand that I must pay the Rental Fees, Security Deposits, and Officer Fees as required and that I must be present on site for the event.

Renter Category*	Day	Security Deposit	Building Rental	AV System Rental
Kemah Residents (Proof of residency required)	Monday - Thursday	\$500	\$200	\$100
	Friday, Saturday, Sunday	\$500	\$350	\$100
City of Kemah Employees	Monday - Thursday	\$500	\$200	\$100
	Friday, Saturday, Sunday	\$500	\$350	\$100
Non-Profit Organizations*	Monday - Thursday	\$500	\$200	\$100
	Friday, Saturday, Sunday	\$500	\$350	\$100
Non-Residents or For Profit Events (trade shows, craft shows, multiple vendors, etc.)	Monday - Thursday	\$500	\$500	\$100
	Friday, Saturday, Sunday	\$500	\$800	\$100

**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, and Governmental Agencies (including schools) as well as for events benefiting departments within the City of Kemah.*

5. 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%	0%
0 to 14 days before event	100%	100%	0%

- **Deposit Forfeitures** - Security Deposits will be refunded in full within ten 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**.

6. 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.

7. 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 cleanup 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 in this agreement (including the instructions for the use of the AV-Sound System equipment, if rented) 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 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. 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 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	Phone – 281.334.1611	Or email to
1401 Hwy. 146	Fax – 281.334.6583	admin@kemah-tx.com
Kemah, Texas 77565	www.kemah-tx.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 cancelled 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 any more events.

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

GENERAL INFORMATION

Smoking is not allowed inside the facility

Capacity 200

Square Feet Main Area 2,300 Square Feet

Kitchen Area 286 with 3 X 11 Center Island

Kitchen with appliances (refrigerators, stoves, and microwave)

Early set up allowed if arranged through facility coordinator

Male and female bathroom facilities (ADA COMPLIANT)

No dimmer switches

Alcohol allowed in facility and on premises with required permits & security

Limited tables and chairs provided. (Please do not drag across floors) Approximately (20) eight foot tables and (170) metal folding chairs

Renter/Occupant is responsible to insure adequate number of tables and chairs for their event.

Audio visual equipment is available for an additional rental fee.

Tables must be covered when food is served.

Brooms, dust mops, wet mops and buckets provided. (No Cleaning Supplies)

Candles with proper receptacles may be used

Smoke/fog machines are prohibited

Hanging objects from ceiling prohibited

Helium Balloons must remain secure and not be released into ceiling

Throwing rice, seed, or other foreign objects inside facility is prohibited

It is recommended that on site orientation be scheduled with City personnel prior to setting up your event