



### **GENERAL RENTAL CONDITIONS**

The City of League City, Texas, (the “City”) has three facilities available for rental: the Johnnie Arolfo Civic Center Ballroom, the Johnnie Arolfo Civic Center meeting rooms, and the League City Recreation Center.

- A. A minimum of 50% of the total charges including, but not limited to, rental fees and damage deposit(s), shall be due at the time of reservation. The remaining balance shall be paid within thirty days from the date of the signed rental contract. Failure to make full payment within thirty (30) days may result in cancellation of the event and forfeiture of paid rental fees or operating costs not to exceed \$300.00. Events scheduled less than thirty (30) days in advance shall require full payment at the time of reservation. Operating costs for a waived fee event must be paid in full at the time of reservation. Payments are accepted in the form of cash, personal check, cashier’s check, money order, Visa, MasterCard, and Discover Card. American Express is NOT accepted. At no time shall a reserving party sublease or assign its rental privileges to another individual, group, or organization.
- B. Written notice of an event cancellation must be received by the City a minimum of fourteen (14) days prior to the scheduled event. Any cancellation notice received less than fourteen (14) days prior to the event shall result in forfeiture of all rental fees or operating costs. Cancellation fourteen (14) days or more prior to an event shall result in forfeiture of 50% of the rental fees or operating costs excluding damage deposit.
- C. Any damage to the City facility or rental equipment will be deducted from the damage deposit.
- D. Damages that exceed the amount of the damage deposit shall be billed to the customer, and reimbursement shall be due upon receipt of invoice from the City. In the event customer fails to reimburse the City for such additional damages, customer shall be liable to the City for all costs expended to enforce the terms of these General Rental Conditions including, but not limited to, reasonable attorney’s

fees 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.

- E. Set up plans must be approved and finalized by the Rental Coordinator a minimum of fourteen (14) days prior to the scheduled event.
- F. Failure to end an event at the scheduled time will result in additional operating costs, being applied at a rate of 1.5 times the normal hourly rate. Under no circumstances shall an event extend beyond the closing time of any facility.
- G. A representative of the organization or individual hosting an event shall be required to walk the facility with the City Rental Coordinator within 24 hours of the scheduled event to note any pre-existing conditions. Refunds of deposits are based on damages assumed to have resulted from the scheduled event.
- H. All decorations and the manner of application must be approved by the City Rental Coordinator. Reimbursement to the City for damages to walls, doors, windows, or ceilings caused by the application of decorations shall be the responsibility of the organization or individual staging the event. No signage promoting a scheduled event will be affixed to any part of a City facility.
- I. All renters are required to provide the names, addresses, and telephone numbers of all private companies or entities supplying services (catering, music, etc.) for an event. This information must be provided to the Rental Coordinator at least fourteen (14) days prior to the event. The organization or individual whose name appears on the Rental Contract will be held responsible for any damages to the facility caused by any third party entities providing any services for any scheduled event.
- J. Disclosure of whether an event will include alcoholic beverages must be made before a contract is validated. Failure to disclose this information prior to entering into a contract may result in cancellation of the event and forfeiture of all rental fees or operating costs. Glass alcoholic beverage containers, except for wine and champagne, are not allowed inside or on the premises of any City owned or operated rental facility.
- K. If alcoholic beverages are being sold at an event whether by the organization, the individual or by a third party, a copy of a valid Texas Liquor License must be provided to the Rental Coordinator a minimum of seven (7) days prior to the event.
- L. Under no circumstances shall alcohol be allowed to be served to minors. Violations of this policy shall result in termination of your event and may result in criminal charges.

- M. The use of smoke or fog machines, lit candles, or any device producing fire or smoke is not allowed in any facility. The use of tobacco products is not allowed inside any City rental facility.**
- N. Selling food at any event is not allowed without providing to the Rental Coordinator a valid Temporary Food Permit issued by the Galveston County Health District at least seven (7) days prior to the event.**
- O. Any organization or individual using any City facility must not discriminate against any person(s) on the basis of age, religion, race, color, national origin, or sexual orientation.**
- P. Smoking is not allowed inside, or within 25 feet of, the entrance to any City facility pursuant to Chapter 54 of the Code of Ordinances of the City of League City.**
- Q. The City reserves the right to cancel any event if the facility is needed for municipal purposes or in the event of an emergency. If an event is cancelled by the City, all deposits and rental fees will be refunded.**
- R. Citizens and employees of the City are allowed a 25% discount off the standard rental fees for all rental facilities. The discount does not apply to equipment rental, required deposits, or any other charges applicable to the Rental Contract. The discount does not apply to Waived Fee Contracts. Citizens must show proof of residency. Employees must show proof of employment. Discounts are limited to immediate family members defined as spouses and children. Citizens and employees are not allowed to reserve facilities and receive discounts for the benefit of third party entities who do not reside in the City.**

### **SECURITY REQUIREMENTS**

**All events scheduled in the Johnnie Arolfo Civic Center Ballroom and the League City Recreation Center require security officers furnished by the League City Police Department at a rate of \$30.00 per hour for each officer required. All events serving alcohol will require a minimum of two officers for the duration of the event. Additional security may be required for any event at the discretion of the City. Payment for security is a separate fee from the operating charges defined in the Waived Fee Contract.**

### **ADDITIONAL CHARGES**

**Additional charges shall be applied for equipment rentals, or services rendered under the terms of the Waived Fee Contract.**

### **MUSIC AND ENTERTAINMENT**

**All events scheduled in the Johnnie Arolfo Civic Center and the League City Recreation Center must comply with Section 42-37 of the Code of Ordinances of the City of League City. The Section establishes acceptable levels for sound emanating from Rental Facilities and defines procedures for monitoring the level by event security officers. All rental contracts shall contain the specific language of Section 42-37. A copy of Section 42-37 shall be posted in all facilities.**

### **MAXIMUM OCCUPANCY**

**The Fire Marshal for the City has established Maximum Occupancy for Rental Facilities based on the size of the facility and type of event. Maximum occupancy information shall be included in all rental contracts and shall be posted in all facilities. Under no circumstances shall the occupancy for any event exceed the maximum established by the Fire Marshal. Staff personnel shall count the number of attending guests at each event and notify the event host and security when the maximum number is reached.**

#### **Johnnie Arolfo Civic Center Ballroom Maximum Occupancy**

**Tables and Chairs.....225 persons  
Chairs only.....475 persons**

#### **Johnnie Arolfo Civic Center Meeting Rooms Maximum Occupancy**

**Tables and Chairs.....35 persons  
Chairs only.....50 persons**

#### **League City Recreation Center**

**Tables and Chairs.....200 persons  
Chairs only.....375 persons**

### **WAIVER OF LIABILITY**

**I understand the City is not responsible for the loss or damage to any equipment or supplies belonging to the renter.**

**To the fullest extent permitted by law, the RENTER shall indemnify and hold harmless the City of League City from and against claims, damage, losses, or expenses, including but not limited to, attorneys' fees, which arise out of or in any way relate to any and all personal injury, death and/or property damage in connection with rental by the City of the facility (as defined above), and arising out of any act and/or omission by the RENTER and/or of any all of the RENTER's agents, representative, servants, and employees, including, but not limited to, negligence, gross negligence, strict liability, breach of express or implied warranty, deceptive trade practice allegations, misrepresentations, or**

contributions, or any other claims, whether based on a tort, contract, or under any theory of recovery, under any state or federal law, or whether compensatory or punitive damages or any types of damages whatsoever. In no event shall the City be liable for special, indirect or consequential damages arising out of, or in connection with, the rental of any City facility

#### **SEVERABILITY**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or unenforceability of such provisions in any other jurisdiction.

This agreement is not binding upon the City unless it has been signed by the renter, deposits have been paid, and it has been signed by the Facilities Rental Coordinator.

#### **ACKNOWLEDGEMENT**

I \_\_\_\_\_ have read, understand, and agree to all of the terms and conditions contained within this General Rental Conditions Document.

\_\_\_\_\_  
Signature of Renter (must be 21 years or older)

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Facilities Representative

\_\_\_\_\_  
Date signed