



Mountain City, Texas

Building Rental Agreement

Name of Person Responsible _____

Date/Time of Rental _____

Address _____

City: _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Type of Function _____ Number to attend _____

Guidelines for Rental of the Mountain City Building

The Mountain City Building is a city owned property that may be rented by a group or function by the Mountain City residents only. All persons wishing to reserve the use of the building must sign this contract. Please remember that your signature on this contract constitutes responsibility for the attendees of your function, as well as any third parties you might engage to service your function. City events, meetings and activities will at all times take precedence over any other scheduled activities. Mountain City reserves the right to cancel at least 30 days in advance of the event.

1. Non-Profit groups must provide copy of their 501-c(3) registration, unless waived. Fees are for use of building and grounds only.
2. Occupancy must not exceed 45.
3. Charges are as specified on the Event Information Sheet. If the event extends beyond the time requested, payment for additional time will be charged at the specified rate.
4. Adequate adult supervision must be supplied for both indoor and outdoor events. All materials (paint, paper, glue, food, etc.) are to be appropriately used and cleaned up. All chairs and tables returned to their proper location as you found it.
5. A full payment of the rental fee is required in advance for single occurrence events (i.e. events that are not recurring monthly, weekly or quarterly). This deposit is non-refundable in the event of cancellation by the application with less than a fourteen (14) days notice.
6. For recurring events, payment is due monthly by the beginning of the month in which events will occur.
7. Failure to remit payments in accordance with these terms will be reviewed on a case-by-case basis and could result in loss of building use and loss of any deposits or funds paid.

Decorations

1. No nails, tacks, screws, staples, nor paint-damaging tape may be used on the walls or ceilings, nor may any other modifications be made to the building, its electrical system, carpeting, walls, furnishings or surroundings.

City of Mountain City

101 Mountain City Drive, Mountain City, TX 78640

Phone & Fax (512) 262.0028



Mountain City, Texas

2. Only table-top and free-standing decorations are permitted. There are no exceptions to this rule. Use of incense, candles or other open flames are not permitted.
3. Set up of room (table, chairs etc) is the responsibility of the renter.

Legal Age

All persons applying for the use of the facility must be at least 21 years of age.

Agreement Review

Long-term activity agreements are to be reviewed every six (6) months by the City Council and renewed on a yearly basis. Mountain City residents who want to rent space for a long term program that they will charge for will find an agreeable per person/session charge based upon the direct costs.

Agreement Termination

For long term recurring events, this Agreement may be terminated without cause by either party with 30 days advance notice. All fees will be paid for the term of the Agreement. Any pre-paid usage fees will be returned to the Renter within 30 days after the termination of this Agreement.

Building Security

1. Checklist for Building Security is attached. Please review this thoroughly prior to your function, and when you are ready to leave the building at the end of your function.
 - a. Smoking is not permitted anywhere in the building or on the property.
 - b. You will need a cell phone to make and receive telephone calls.
 - c. Return all furniture and equipment to the original area and arrangements.
 - d. Unplug any appliances (coffee pots. Etc).
 - e. Secure all windows.
 - f. Turn off all inside lights. Please leave the outside lights on.
 - g. Lock all doors. Doors must be checked from the outside.

Equipment and Clean Up

1. Rental equipment may only be delivered and picked up during the time that the building has been rented by a given group or person.
2. Following the function clean all tables and chairs; counters and appliances. Sweep all floors. All tiled areas shall be wet mopped where dirt or mud is visible. All carpeted areas shall be vacuumed. Bag all garbage and debris in bags (not provided) and remove from the property entirely.
3. Please notify the designee of any problems with the building or equipment.
4. Remove all leftovers and decorations from the property entirely.

Noise/Alcohol

1. Mountain City is a residential area so we ask that noise from music or speakers be minimized. All music must be terminated by 10:00pm.
2. Children must be supervised at all times.

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3. The Renter will be subject to ejection and prosecution for the consumption of intoxicating beverages by minors, whether it is occurring with or without the Renter's knowledge. Absolutely no sale of intoxicating beverages is allowed without a permit. The Renter shall indemnify and hold the City harmless for any liability introduced by the consumption of alcoholic beverages upon city property during the rental property.

Parking

1. Parking shall be permitted on-street or in the driveway area only unless pre-approved by Mountain City or designee.

Keys

1. Keys to the building are available to the Renter 24 hours prior to the event. Arrangements must be made with Mountain City or designee for key pick up.
2. The keys must be returned to the location you picked them up immediately following the close of the event/function.
3. Renters shall be responsible for the cost of replacing lost or damaged keys (\$25 per key), or re-keying the facility.

Damage and Deposit

1. There is a \$100.00 deposit required in addition to the rental fee in the form of a check.
2. Fee will be returned only if Mountain City or designee determines that all conditions of the Rental Agreement have been met. Deposit will be returned within 30 days of the rental date.
3. In the event of a violation of this Rental Agreement, the deposit may be retained to recover the administrative cost of recovering damages from the Renter, which shall be in addition to the deposit amount.

Emergencies

Please call 9-1-1 for any and all emergencies and then contact the Mountain City designee to report the incident(s). The designee will notify the rest of the council.

Violation of the Terms

In the event that Mountain City or the designee determines at any time that any violation of the terms of this agreement or any applicable laws, ordinances or regulations is likely to occur in the use of the facility/premises Mountain City reserves the right to cancel any function at any time. Any such determination shall be pursuant to the sole discretion of Mountain City and shall be binding and final and Mountain City shall not be liable to either you or others you secure for your event for any such cancellation.

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Confirmation and Signature

I have read and understand the Rental Guidelines as stated above and have been given a Building Security Checklist. As the person, taking responsibility for the Mountain City building/property on the dates indicated on the Event Information Sheet and I agree to abide by the conditions put forth.

Please return signed copy of your contract with your deposit

CITY OF MOUNTAIN CITY or designee

RENTER / RESPONSIBLE PARTY

Name (please print)

Name (please print)

Signature

Signature

Date

Date

Building Security Arrangements

It is the responsibility of the renter to ensure that all rules and regulations are adhered to:

1. Ensure that City property is secured, including closing all windows and doors.
2. Ensure that all local ordinances are enforced, which shall include compliance with the fire codes.
3. Ensure that the facilities are properly cleaned and trash is completely removed from the property.

The persons named below agree to be present during the entire period of building/property use for the above purpose(s);

1. Name/Phone _____

2. Name/Phone _____

3. Name/Phone _____



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Event Information Sheet

FRIDAY OR SATURDAY

\$25 Per Hour, 3 hr minimum

\$75 Cleaning Fee

\$100 Damage Deposit

SUNDAY - THURSDAY

\$20 Per Hour, 2hr minimum

\$75 Cleaning Fee

\$100 Damage Deposit

HOLIDAYS - \$100.00 EXTRA

(New Years Eve, New Years Day, Valentines Day, Easter, 4th of July, Memorial Day, Labor Day and Thanksgiving)

****Closed Christmas Eve and Christmas Day****

Provided Furnishings

The following are available for the renters use includes;

2 – 6’ Rectangular Tables

1 – 4’ Rectangular Table

2 – 3’ Square Card Tables

20 – Black folding chairs

4 – Gray Office Chairs

1 – Black Rolling Office Chair

1 – Blue Rolling Office Chair

1 – Large Office Desk

FOR OFFICE USE ONLY

Total Hours _____ Cost per Hour _____

Total Due (including deposit) _____

Date Paid _____ Check # _____

Returned Deposit Check - Date Returned _____

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Building Use Inventory Sign In/Out

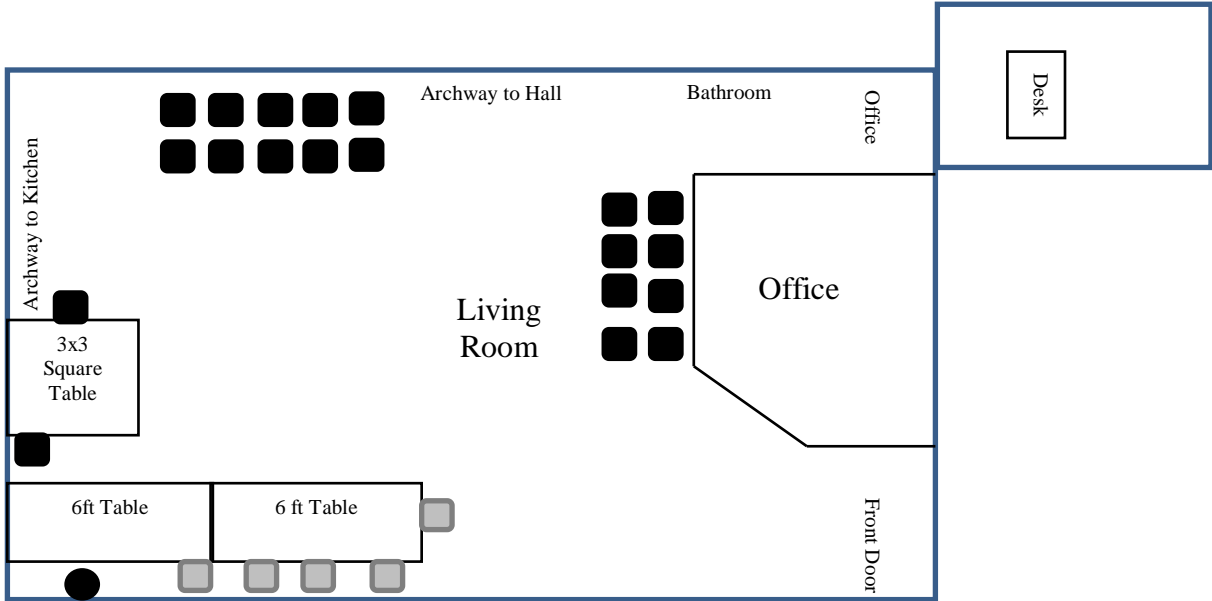
The inventory below is a list of items/furnishings located in the City Hall, the renter is responsible for the below items while the rental agreement is active;

Quantity	Item Description	Notes	Returned Date
2	6 ft Rectangular Folding Tables		
1	4 ft Rectangular Folding Table		
2	3 ft Square Folding Card Tables		
20	Black Folding Chairs		
1	Black Rolling Office Chair		
1	Blue Rolling Office Chair		
1	Large Office Desk		
4	Gray Office Chairs		
1	Exterior Lock Key		
1	Coffee Pot		
1	Microwave		
2	Brooms		
1	Telephone		



Building Use Layout Diagram

Please return all furnishings to their original placement within the City Hall as documented below.



- - Black Folding Chair
- - Black Rolling Office Chair
- - Gray Office Chair

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