



6901 Wichita Street
Forest Hill, TX 76140
817.708.2051

*****mailing address: 3219 California Parkway, Forest Hill, TX 76119*****

FACILITY USAGE AGREEMENT

This document may be subject to Open Records Requests submitted to the City of Forest Hill.

ORGANIZATION (if applicable): _____

TYPE OF EVENT: _____

DATE(S) & TIMES OF EVENT/INCLUDING SET-UP & TEAR-DOWN:

DAY: _____ DATE: _____ TIME: _____ ROOM: _____

DAY: _____ DATE: _____ TIME: _____ ROOM: _____

NOTE: If an event continues after scheduled end time, the Client shall be subject to appropriate overtime charges of the per hour negotiated rate.

THE EVENT WILL BE: (check one) Private Open to the public Admission will be charged

THE MAXIMUM NUMBER OF PEOPLE THAT WILL BE PRESENT AT ANY ONE TIME AT THE EVENT:
(check one) Less than 50 Between 50-100 Over 100 If over 100,# of people _____

NAME: _____

ADDRESS: _____

PHONE: _____ **EMAIL:** _____

ALTERNATE CONTACT: _____ **PHONE:** _____

FACILITY RENTAL SPACE DATE(S) & FEE(S):

ROOM	DATES	TIME (Includes set-up & tear-down)	DAY OF WEEK (Monday, Tuesday, etc.)	RENTAL FEE (hourly/daily)	TOTAL FEE
DAMAGE DEPOSIT					
Grand Ballroom					
Meeting Room 101					
Meeting Room 102					
Meeting Room 103					
Meeting Room 201					
Meeting Room 202					
Meeting Room 203					
Meeting Room 204					
Meeting Room 205					
KITCHEN					
BEVERAGE SERVING STATION (GB use only)				\$100.00	
TABLECLOTHS				\$4.00 ea.	
TOTAL:					

Total number of round tables required: _____ *****each must be covered when rented**

Total number of 8' rectangular tables required: _____ *****each must be covered when rented**

Total number of chairs required: _____

AUDIO/VISUAL EQUIPMENT RENTALS & FEES:

FACILITY SPACE	Sound system /microphone; Projector/screen (# hours x \$35)	Projector and/or Projection Screen	Flatscreen Television (bring own cables)
Grand Ballroom Audio/Visual services (\$35/hr. @ min. 4 hrs.)		Included w/AV services	Not available
Meeting Room 203 (screen only available)	Not available	Screen only	No charge
TOTAL:			

CATERING / FOOD AND BEVERAGE

NO COOKING OF ANY KIND IS ALLOWED IN ANY ROOM AT ANY TIME. IF NEEDED, CLIENTS ARE ALLOWED TO BRING IN CHAFING PANS WITH STERNO BURNERS TO KEEP FOODS WARM. NO COOKING PANS, POTS, GRIDDLES, TOASTERS OR OTHER ITEMS USED TO COOK FOODS FROM PACKAGE OR SCRATCH IS ALLOWED.

No bottles or glass containers of any kind. Punch bowls are allowed. Glass bowls and containers for food are allowed in the kitchen area only.

Name of Catering Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

All catering deliveries will be made through the front door of the facility. This includes food, cakes, flowers, decorations, and giveaways. Audio, video, DJ equipment, or any items from an outside rental company shall be delivered through the double-door on the southeast side of the facility.

LABEL ALL FOOD & DRINK CONTAINERS WITH CLIENT NAME TO AVOID CONFUSION WITH OTHERS USING THE KITCHEN AREA.

FACILITY USE TERMS AND CONDITIONS

THE SERVING OF ANY ALCOHOLIC BEVERAGE IS ALLOWED WITH THE COMPLETION OF THE "ALCOHOLIC BEVERAGE POLICY & AGREEMENT," THE PURCHASE OF APPROPRIATE LIABILITY INSURANCE AND THE HIRING OF SECURITY STAFF, THE NUMBER TO BE DETERMINED BY THE CITY OF FOREST HILL POLICE DEPARTMENT.

THE SALE OF ALCOHOL IS NOT ALLOWED AT ANY EVENT. "BYOB" ALCOHOL CONSUMPTION IS NOT ALLOWED AT ANYTIME. ILLEGAL GAMBLING IS STRICTLY PROHIBITED. THIS IS A NON-SMOKING FACILITY.

ASSIGNMENT: This agreement may not be assigned without prior written consent of the City, which consent may be withheld by City in its sole and absolute discretion.

AUDIO/VISUAL EQUIPMENT: Video and audio equipment is available for use in the Grand Ballroom. If additional audio/visual equipment, DJ, band, or other personally owned or rented equipment is to be used for the event, the City must receive a detailed list of all equipment prior to event and details as to where it will be placed. It must be delivered within your rental time. With prior Staff approval, client is allowed to bring in own A/V equipment for use in other rooms.

AUTHORITY: The Client certifies that to the best of his/her knowledge, the City property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law. This agreement must be signed by persons authorized to sign on behalf of the client and bind the Client to the terms of this agreement.

CANCELLATIONS: All cancellations must be submitted in writing; or you any cancel **IN PERSON** with Center staff. All cancellations will forfeit **ALL** payments made towards the rental if not cancelled **120 days** prior to any scheduled event.

CHOICE OF LAW AND VENUE: This agreement is to be governed by and interpreted in accordance with the laws of the City of Forest Hill and the State of Texas. If any action is brought arising out of this agreement, said be brought in the appropriate court in Tarrant County, Texas.

DECORATIONS: All decorations must be free-standing or tabletop. Decorations **cannot** be stapled, taped, nailed, or glued to any walls, windows, doors, ceiling fans or blades, pillars and/or staging. Decorations **cannot** be suspended or hung from any ceiling, staircase or doorway. Painting of any kind is prohibited. All decorating must occur within your rental time. Balloons must be securely anchored and removed at the end of the event by the client. The client is responsible for removing decorations, food or other materials brought into the facilities and their proper disposal.

DEFAULT: Failure to comply with any term of this agreement or comply with any rules or regulations of the City will be grounds to cancel event and deny permission for use or future use of City facilities by the client, be it individual or organization, or any member thereof, in addition to any remedies available by law. Client agrees that should the event be changed or canceled by client, or due to client's failure to meet the requirements of this agreement, a full or partial refund of fees, if any, will be made only at the sole discretion of the City. The City may cancel event or terminate this agreement, without cause, for its convenience or if facilities are needed for city purposes.

DEPOSITS/PAYMENTS:

Payments may be made by personal check, credit/debit card, money order, cashier's check or cash. When using a credit/debit card, certain fees apply.

1. **Rental Reservation Fee:** The Rental Reservation Fee must be paid to book a room(s) and is due when contract signed. For the Grand Ballroom, \$500.00 is due at the time of signing; for all other rooms, the fee is \$250.00. All fees and deposits are to be paid in full **60 days** prior to any event; the amount paid at the time of the booking is applied to the total due of your rental fee. If balance is not paid **60 days** prior to the rental date, the City reserves the right to cancel said reservation without refund. Reservations made less than 30 days of an event must be paid in full at the time of booking with a personal check, credit/debit card, money order, cashier's check or cash.
2. **Damage/Cleaning/Deposit:** \$500 (for Grand Ballroom) or \$250 (for all other rooms) is required for all room rentals.

City staff will perform a walkthrough after the event to ensure that no damage has occurred and the facility is clean. Deposit will be returned to client within 30 days after event if no damages were incurred or cleaning is required. Should there be any findings the client will be notified promptly. In the event that City property has been damaged or cleaning is necessary, the Client will accept the City's estimate of the amount incurred. The cost of any repairs and/or cleaning deemed necessary will be charged to the Client's Damage Deposit. Should the cost of repairs or cleaning exceed the amount of the Damage Deposit the client will receive an invoice for said charges, which will be due within 15 days of the date of the invoice. Effective 30 days after invoice date, any unpaid balance will bear a FINANCE CHARGE of 18% per month and future applications will be accepted on a pre-payment basis only. **Client's initials** _____

EMERGENCY PROCEDURE: Call 9-1-1 in the event of an emergency. For non-emergency police matters, call Police Dispatch at 817-531-5250 and provide the operator with your location in the facility.

FOOD SERVICE: The City reserves the right to assign exclusive catering services at its facility. Client should make arrangements with the City at least two weeks in advance of the event. All caterers must provide a Tarrant County Health Department Permit to City two weeks in advance of the event.

INDEMNIFICATION: The Client and its members shall be held responsible for any and all loss, accident, neglect, injury, or damage to person, life, or property, and claims which may be the result of, or may be caused by, the Client's occupancy or use of the facilities or facility. Client has been given an opportunity to inspect Facility prior to the event and accepts, discharges, and releases, and shall protect, indemnify, defend, and hold harmless, the City and each of its employees, agents, employees, volunteers and representatives, from any and all liability, claims, judgments, or demands including reasonable attorney's fees and costs, which may arise from any injuries, deaths, and damage to property arising directly or indirectly out of this agreement, including, but not limited to client's occupancy or use of the facility and the adjoining areas, including the parking lots, except if due to City's active negligence or willful misconduct. **Client's initials** _____

INSURANCE: If the Forest Hill Civic & Convention Center staff determines a need for insurance due to the number of participants, activity or event, the Client shall secure and maintain comprehensive general liability insurance in the amount of one million dollars per occurrence with coverage for incidental contracts. Client agrees to endorse such policy to name the City of Forest Hill as additional insured's. Further, the Certificate of Insurance shall provide 30 days prior written notice of cancellation. Client shall also secure and maintain worker's compensation covering all certificates(s) of insurance, along with the additional insured endorsement, at least 2 weeks in advance of the event; otherwise, this agreement may be canceled by City. **Client's initials** _____

NOTICE: Notices shall be delivered to the person and address specified as the signatory hereto.

PARKING OF VEHICLES: Vehicles are NOT allowed to be parked inside, along or near any Fire Lane, in the front or along the sides of the facility or under the Port-a-Cache' at the front of the building. Any vehicle parked in these areas or illegally in the handicap parking area is subject to removal by the City of Forest Hill Police Department or towing company assigned by the City. All towing and storage costs are at the expense of the individual vehicle owner.

Client's initials _____

PAYMENT TERMS: Fees are due and payable as per listed above in the "Deposits/Payments" section. Checks shall be payable to the City of Forest Hill. Payment shall be made by: cash, cashier's check, money order or credit card. If a check is returned for any reason for insufficient funds, applicable fees will apply and client will need to pay said fees plus the amount of the original check prior to the rental.

PROHIBITED USES: The City strictly prohibits the use of flammable liquids, compressed gases, fog or smoke machines, candles or any type of open flame; the throwing of rice, paper or metallic confetti, birdseed or other materials in the facility or on the grounds; "parking lot parties"; pools, fountains, ponds or landscapes inside or outside the facility, outside tents and stages, inflatable jumping rooms, inflatable water slides, animals of any kind in a City facility, with the exception of service animals; smoking in a City building within 25 feet of a door, window or ventilation; nudity; drugs. Explosives are not allowed near or inside the facility. Vehicles of any kind are not allowed in the facility.

SECURITY: A Forest Hill Police officer, Tarrant County Deputy Sheriff or Tarrant County Deputy Constable may be required for security for all events; however security shall be provided for *any* commercial event. The fee charged will be at the current off-duty rate with a **4 hour minimum**; payment is to be made in cash to the Center Staff upon arrival. All costs associated with the hiring of security services will be assumed by the client. The City reserves the right to require monitoring during any event held on city property.

Security required: ___ Yes ___ No **Client's initials** _____ **City Staff initials** _____

STORAGE: Storage space is not available at any time. All personal or catering company items must be removed at the end of each event. Shall any item be left in the building it will become the property of the City of Forest Hill.

Client's initials _____

TABLE COVERINGS: Table coverings are required at all times. Round and rectangular tablecloths are available to rent from the Center. If Client chooses not to rent table coverings from the Center, Client is required to provide and cover all tables and remove them after the event.

TERM: This agreement becomes effective on the date first written above and shall remain in effect for as long as client remains on or utilizes City facilities, regardless of event(s) duration.

TRASH: It is the client's responsibility to dispose of all used trash bags inside the dumpster behind the facility before leaving the building at the end of the event.

USE: Client must be at least twenty-one (21) years of age and provide proof thereof. Children must be supervised by an adult throughout the time that they are in the facility. Ages through 12 require 1 adult per 4 children; ages 13 through 17 require 1 adult per 10 young adults. Use of the facilities described herein is granted subject to the terms and conditions herein rules and regulations established from time to time by the administration of the City of Forest Hill. The City assumes no liability or responsibility for any personal property of Client or of its employees, agents, representatives, guests or invitees brought onto the property before, during or after the event described herein. Submission of this application/agreement or acceptance by the City of Forest Hill of any fee does not guarantee availability of any city facilities. Facility and adjoining areas are provided on an "as is" basis.

All fire exits must be kept clean, clear and unobstructed at all times. The path of travel in hallways and to exits may not be blocked by furniture or any other movable object. Client must abide by room capacity limits. It is unlawful to exceed the capacity of any room. Failure to abide by room capacity limits may result in the cancellation of the event without refund or pro-rating of fees if the rental participants do not adhere to these facility rules.

This agreement contains the entire understanding of the parties. There are no representations, covenants, or warranties other than those expressly stated herein. No change or waiver of modification of any of the terms hereof shall be valid unless in writing. Signed agreement must be shown to City authorities on demand.

Nothing in this agreement is intended to create any rights in or for a third party. Nothing in this agreement is intended to waive any defense available to the city at law or common law.

The facility is under video surveillance 24 hours a day.

WEAPONS: It is the client's responsibility to determine if handguns are to be allowed at client's event. The client must determine if the carrying of handguns would be legal at the event. Client may request the use of signs from the City to alert attendees that handguns, either openly carried and/or concealed, are prohibited at the event. Client assumes all liability regarding this issue. The City may not, pursuant to law, unilaterally prohibit the carrying of handguns at a City facility. Client is responsible for any damage or loss to the sign(s). Client's initials_____

By signing this application, I agree personally or on behalf of the organization I represent that I will/have/understand:

- Provide a copy of my Driver's License or state issued identification card if requested;
- I have read, understand and agree to the terms and conditions on this form or attached hereto, incorporate herein by reference;
- I agree to provide any required Certificate of Insurance to the City at least 10 business days before the event;
- I understand I have agreed to hold the City harmless and indemnify it from any claim or expense incurred as a consequence of my use of the facility, per the **INDEMNIFICATION** paragraph above;
- I assume all liability for loss or damage to any personal property, owned, used, or stored at the event facility;
- I agree to pay the fees as specified in advance of the event;
- Instruct all participants and spectators not to park on any grassy areas and to park in designated parking areas only; client is restricted from charging for parking of vehicles on city property at any time;
- That there is a 10% charge based on the full amount of this application to change and reprocess the method of payment submitted for an event;
- Not hold the City responsible for any personal items or items of value that are left at the facility;
- I am entitled to use only the area(s) that I have rented;
- Leave the event facility in the same condition in which I found it;
- Abide by any and all rules for the use of this facility;
- No verbal agreements have been made with city representatives;
- At the discretion of the City or any Police Officers present at a rental, understand that a rental may be cancelled without refund or pro-rating of fees if the rental participants do not adhere to the facility rules.

Not valid until signed by authorized representative of both parties. Valid for date(s) listed on page 1 only.

Applicant Signature

City Representative Signature

Applicant Printed Name

City Representative Printed Name

Date

If the Agreement is executed on behalf of an entity / organization, the Applicant must present proof of authority to sign on behalf of the organization / entity, e.g. a copy of corporate minutes and the proof shall be attached to this application.

DISCLAIMER: Granting permission to use the City facilities does not constitute an endorsement by the City of the group or its beliefs and/or practices.