



Tomball Community Center

221 Market Street, Tomball, TX 77375

Rental Policies, Procedures, & Guidelines

Application Process

1. Read and complete this application, Return the completed application to the Tomball Community Center located at 221 Market Street, Tomball, TX 77375 or e-mail the application to CCinfo@tomballtx.gov
2. The Tomball Community Center staff will determine the availability of the facility and rental date.
3. The Tomball Community Center rules will be reviewed with the applicant and appropriate fees will be determined.
4. For a short-term rental event the security deposit fee is due at the time of the reservation to secure the event date. For long-term rentals the security deposit and rental fees for all events dates must be paid in-full at the time of the reservation.
5. All rentals require a valid driver's license.
6. Proof of residency (TXDL with matching utility bill) and/or non-profit status (IRS documentation) is required to utilize the assessed fees for those categories.

Reservation Procedures

- Facilities are available on a first-come first-served basis and may be reserved up to one year in advance with payment of security deposit for short-term rentals. To secure a long-term or multiple rental dates the renter is required to pay the security deposit and all associated rental fees at the time of reservation (see fee categories on rental application).
- Rental requests are received in person at 221 Market Street, Tomball, TX. 77375 or e-mail the application to CCinfo@tomballtx.gov
- All rental agreement deposits and fees for short-term must be received at least 14 calendar days in advance of the requested rental date, failure to do so voids the rental agreement and the security deposit is forfeited.
- Reservations made within 14 days of the event must be paid in full by cash, check, or money order.
- A two-hour minimum rental time is required for all rentals. Reservation times are charged on the hour NO EXCEPTIONS.
- The named Renter must remain on site for the entire duration of the event and be available to staff at the conclusion of the event to sign facility rental checklist.
- Set up and clean-up of the event must be included in the rental times. If cleaning takes the renter past their rental stop time, the renter will be charged and additional hour that will be deducted from the security deposit.
- All rentals are subject to a security deposit. For long-term rentals the security deposit can roll from event to event so long as the security deposit is not exhausted. If the deposit is exhausted the renter will be required to place an additional security deposit each time this occurs.
- If rental exceeds the event end time, additional rental charges will be rounded up to next full hour and will be deducted from the security deposit.
- Renters are not refunded for leaving early or arriving late.
- If the Renter does not arrive within one hour of the designated start time and does not contact Community Center Staff and/or Manager, the facility will be closed, the rental charges and deposit will not be refunded.
- The rental includes use of the facility, tables and chairs, restrooms, designated parking, and in some rooms, the food prep space. Food prep spaces are not suitable for cooking. Microwave access only. Any food items left behind will be disposed of immediately.
- Certain reservations may not be approved due to staffing and security requirements.
- The Community Center Manager may deny a rental agreement based upon the Renter's past use of City facilities. Renter may not misrepresent the intent, type, or nature of activity to be held at the facility.
- Under emergency circumstances, the Community Center reserves the right to cancel reservations.

FOLLOWING RESTRICTIONS, GUIDELINES, AND/OR POLICIES MAY RESULT IN THE CITY RETAINING THE ENTIRE DEPOSIT OR A PORTION THEREOF

Restrictions and Rental Guidelines

1. All tables, chairs, etc. shall be set up by the Renter and then returned to the designated storage area after being wiped down and cleaned by the Renter upon conclusion of the event.
2. Use of confetti, silly string, glitter, spray paint, rice, bird seed, smoke machines, or other hard-to-cleanup items is prohibited.
3. All decorations must be freestanding—no items may be taped to or attached to the walls or ceilings in any way.
4. Use of wicked candles is prohibited. Chafing dish warmers (Sterno) are allowed.
5. Pets are prohibited, except for service animals needed to assist individuals with disabilities.
6. Damage to, or removal of, Community Center property or equipment from the facility is prohibited.
7. The Renter shall be responsible for the general conduct of the attendees and the enforcement of rules governing the use of the facility.
8. Guests must remain in the designated rental areas and monitored by the Renter.
9. The volume level of all sounds (i.e. DJ, band, P.A. system) must be maintained at an acceptable level as determined by the staff on duty.
10. When minors use the facility, the group must always be under the direction of its own adult leadership and supervision.
11. All private property items such as rented tables, chairs, etc. are the responsibility of the Renter. It is the Renter's responsibility to make certain that all private property is removed from the facility premises at the end of the event.
12. Any damage to the private property (whether due to vandalism, or other means) and/or including stolen property, will be the responsibility of the Renter. The Community Center and the City of Tomball waive all rights of responsibility to the private property items.
13. AT NO TIME SHALL ANY EXITS OR EXIT SIGNS BE COVERED OR OBSTRUCTED.
14. Trash must be placed in proper receptacles and then taken to exterior dumpster at the conclusion of the event. If additional cleaning services are required at the conclusion of the event, a portion or all of the facility deposit may be retained.
15. It is the responsibility of the Renter to inform any decorators, event attendees, etc. of the facility restrictions and guidelines.

Facility Use Policies

A staff member will be assigned to your event to help ensure it is successful and meets your expectations. This person is responsible for conducting a pre and post event walk-thru with the renter, to answer questions regarding the facility and rental policies, and help to ensure that the rental customer and his or her guests act in a responsible manner and abide by facility use policies. The staff member has full authority to close a rental down in accordance with the Community Center's facility use policies.

Cancellation Policy

- **ALL** cancellations must be made in writing via e-mail at CCInfo@tomballtx.gov or by calling or coming in-person and speaking with Community Center Staff.
- Cancellations **must be made fourteen (14) days in advance of the rental date** to receive a refund for any rental fees, police officer fees and/or deposit fees.
- **If a reservation is cancelled within 14 days of the event, no refunds will be issued.**
- In the case of organizations with a one-year contract, the Community Center Manager will be notified of any change in the use of reserved room(s) to avoid staffing an event that might be cancelled and/or losing a potential rental opportunity.
- Once notified of cancellation the Community Center Manager will ensure that all refunds are issued within 30 days of the cancellation.

Emergency Circumstances

The Community Center shall make every effort to open the facility when a rental is scheduled. However, if severe inclement weather, other acts of nature, or a public health event prohibits the opening of the facility, the renter will be notified as soon as possible, and will be provided the opportunity to reschedule to another available date or have their rental fees refunded in full.

Smoking

Smoking is **NOT** permitted on Community Center premises other than in designated smoking areas.

Alcohol Use

1. Alcohol or alcoholic beverages will not be permitted without the consent of the Community Center Manager.
2. At any function where alcohol or alcoholic beverages will be served, it will be necessary for the Renter to pay for the services of two (2) off-duty Tomball Police Officers for the duration or length of time of the event to include setup and tear-down times. **FEE: \$80.00/hr CASH ONLY due when all other applicable rental fees are to be paid (14 days prior to event date).** If two (2) Tomball Police Officers are not available, Officers from another Law Enforcement Agency must be employed with approval from the Tomball Police Department.
3. The entire fee for Police Officers will be paid for in full by the Renter at the time the rental fees are due in order to secure officers (14 days prior to event date). Any refunds will follow the refund policy.

Police Officer Rental Fees

Any events that require police officers will employ a minimum of two (2) off-duty Tomball Police Officers for the duration or length of time of the event. If two (2) Tomball Police Officers are not available, Officers from another Law Enforcement Agency must be employed with approval from the Tomball Police Department. **FEE: \$80.00/hr CASH ONLY due when all other applicable rental fees are to be paid (14 days prior to event date)**. Any refunds will follow the refund policy.

Indemnification

RENTER agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of RENTER or any of its agents, servants, employees, contractors, patrons, guests, RENTERS or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of RENTER, or when and such injury or damage is the result, proximate or remote, of the violation by RENTER or any of its agents, servants, employees, contractors, patrons, guests, RENTERS or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the RENTER, its agents, servants, employees, contractors, patrons, guests, or invitees. RENTER further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and RENTER arising out of or incident to RENTER's occupancy or use of the LICENSED PREMISES. RENTER covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against RENTER or relating to this LICENSE or to the LICENSED PREMISES, then RENTER shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.

Signature: I have read and received a copy of the Rental Information and the Rental Agreement and agree to abide by its provisions. Renter agrees to indemnify and hold the City of Tomball, its officers, agents, employees, and staff harmless from any and all costs, fees, and claims of liability, loss, or damage, which may arise out of the use, and/or occupancy of the City of Tomball property and premises by the Renter, its agents, guests, or invitees.

Renter's Printed Name

Renter's Signature

Date