City of Bayou Vista Community Center
Individual Rental Application

THIS RENTAL AGREEMENT is made and entered by and between the **City of Bayou Vista, as Lessor and, Lessee:**

_____ **Name (Lessee)**

_____

Address **City** **Zip**

_____ _____

Home/Cell Number **Work Number**

A. Lessor leases to Lessee the Community Center for use on _____ day of _____, 20___, from _____ am/pm to ____am/pm **(not to exceed 8 hours) with ____** guests for the rental sum and damage deposit as determined.

B. Lessee's use of the facilities shall be for _____(type of function)

1. The Lessee agrees that the premises shall be used only as statd above, and shall not be used for the conduct of any offensive, noisy or dangerous activity or shall not be used for any activity constituting a public nuisance.

2. The Lessee agrees to protect, save and hold the City of Bayou Vista and all agents and Employees thereof (hereinafter collectively called indemnities) forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the lessee shall, at all at all times, protect, indemnify, save and hold harmless the indemnities against and from any and all losses, costa, damages, liability of expenses (including attorney's fees) arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the lessee, its agent, employees or guests, which arise from or out of by reason of said lessee's occupancy and use of the leased premises or any part thereof.

3. The Lessee shall be fully responsible to pay for any and all damages to property owned by the City of Bayou Vista and its agents, which results from any act or omission of the Lessee's. Lessee agrees to defend, indemnify and hold harmless the City of Bayou Vista, its agents, employees, subsidiaries, and affiliates from any damages or charges resulting from Lessee's use of the leased property. Lessee's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Lessee, its agents, employees and guests, which arise from or out of the Lessee's occupancy and use of the leased premises or any part thereof.

4. The City reserves the right to deny future rental of facilities to any lessee who disregards the rental regulations. (See back of application for rental regulations)

5. No alcoholic beverages shall be consumed by any person under the age of 21.

a. Consumption of alcoholic beverages will not be permitted around the pool.
b. Any person becoming inebriated may be arrested for public intoxication.
c. It shall be the responsibility of the Lessee to ensure that none of the guests in control of a vehicle leaves the premises if that person or guest is impaired by alcohol.

6. When alcohol is to be served and 50 or more guests are expected to be in attendance it is required the Lessee pay **$35.00** per hour, in addition to the rental fee, for Security that will be arranged by the City of Bayou Vista with the City of Bayou Vista Police Department.

7. Lessee agrees to leave the premises in a reasonably clean and neat condition following use by Lessee as described in rental rules attached. Should Lessee fail to leave the premises in good condition, it is understood that the clean-up deposit will be forfeited.

8. Lessee agrees that cancellation less than 30 days of scheduled rental date will cause forfeiture of the deposit.

9. Occupant capacity for the Community Center is 75 persons as per the International Fire Code 2000- City Ordinance 02-02.

Executed this _____ day of _____, 20_____.

_____Lessee's Signature _____Clerk's Signature

City of Bayou Vista Community Center
RENTAL REGULATIONS

1. No glass containers will be permitted in the swimming pool area.
2. No alcohol is allowed around the pool area during regular operating hours.
3. No rice, birdseed, paper stringers, confetti, or other material that would cause litter may be thrown either inside, outside the building or around pool area.
4. Cleanup must be done prior to leaving facility and in accordance with the Cleaning Checklist listed below.
5. Smoking is prohibited in the Community Center.

Cleaning Checklist for Community Center
(cleaning supplies, broom & mop are in the supply closet in Men's restroom)

1. Sweep and mop all floors.
2. Vacuum Carpet. (vacuum is located behind the accordion partition)
3. Sanitize restrooms and replace supplies.
4. Wipe down all tables and counters.
5. Return chairs and tables to storage.
6. Remove all food from facility.
7. Clean appliances, if used.
8. Make sure stove is completely turned off.
9. Put all trash in the BLUE trash receptacles under the Community Center.
10. Turn off all lights.
11. Set AC to 85 degrees in summer – Set heat at 65 degrees in winter.

I acknowledge receipt of rental regulations and accept responsibility for enforcement of the rental rules and clean up. I acknowledge that the City has the right to refuse future rental of facilities if Rental Regulations and Rental Contract are not adhered to.

Executed this _____day of _____,_____.

_____ _____
Lessee's Signature Clerk's Signature

_____
Lessee's Printed Name