

WILMER COMMUNITY CENTER
RENTAL AGREEMENT

RESIDENT _____	NON-RESIDENT _____	DL# _____
NAME OF RENTER: _____		
ADDRESS: _____		CITY _____ ZIP _____
PHONE: _____		WORK/CELL _____
DATE OF EVENT _____		TIME _____
TYPE OF EVENT _____		

1. Renter acknowledges that rental of the Wilmer Community Center is subject to the rules and fees required by City of Wilmer Resolution No. 1001-09.
_____/initial
2. Tendered herewith is the sum of \$ _____ for rental and \$ _____ for a cleanup and damage deposit. The City reserves the right to ask for all fees and deposits in cash.
3. Renter shall be responsible for any damage to the premises and for cleanup of the premises after his/her event. If any additional cleanup or repairs are necessary, a reasonable amount will be withheld from the deposit to the cost thereof. Any cost in excess of the deposit will be borne by the renter and the City may seek recovery of any such additional cost in the manner provided by law.
4. Renter agrees that he/she will indemnify and hold the City of Wilmer, its officers and employees, harmless from and against all claims, liabilities, damages, penalties, costs, or expenses incurred by any of them incident to, resulting from, or in anyway arising out of any injury to persons or damage to the premises in connection with his/her use of the Community Center under this agreement.
5. The renter shall not have any right to assign this Rental Agreement to any other person.
6. Renter agrees to vacate the premises immediately upon conclusion of the rental period specified above. Clean up shall be within two hours of the end of the event. Upon approval of the cleanup and inspection for damages, if no amounts are to be retained, the deposits for cleanup and damage shall be returned. The City Designee shall be responsible to inspect the premises and approve return of the cleanup and damage deposit or determination of deductions from the deposit for cleanup and/or damages.
7. Renter agrees to return key to police department immediately after the event. Failure to return key will result loss of deposit.

8. Renter agrees that the City of Wilmer reserves the right to record all activity during the time of rental.
9. Renter agrees that the City of Wilmer reserves the right to have City Personnel inspect building during time of rental.
10. The City of Wilmer reserves the right to cancel this contract without notice.

I HAVE READ AND UNDERSTAND THE RULES AND INFORMATION ABOVE AND WILL ABIDE BY THEM.

Renter _____

Date _____

OFFICE USE ONLY	
Rental fee\$ _____	Cash/Check
Receipt No. _____	
Deposit \$ _____	Cash
Receipt No. _____	
Received by _____	

RESOLUTION NO. 1001-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILMER, TEXAS ESTABLISHING REGULATIONS FOR THE USE OF THE WILMER COMMUNITY CENTER; PROVIDING FOR ISSUANCE OF A RENTAL AGREEMENT; PROVIDING RENTAL FEES AND DEPOSITS; AND PROVIDING AN EFFECTIVE DATE.

BE IT THEREFORE RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILMER, TEXAS;

SECTION 1. That there be, and are hereby, regulations established for use of the Wilmer Community Center and that any prior Resolution of the City Council of the City of Wilmer, Texas in conflict with the provisions contained in this Resolution are hereby repealed and revoked, to wit:

- A. The Community Center belonging to the City of Wilmer will be made available for the use by members of the public upon payment of the appropriate fees and issuance of a rental agreement for such usage by the City of Wilmer.
- B. No person renting the Community Center will be permitted to sublet or sub-rent the Community Center to any other person.
- C. The renter of the Community Center shall be required to clean up all areas of the Community Center. The floor must be swept and mopped, counters must be clean, chairs and tables must be put back into place, etc.
- D. The renter will be required to remove all trash and garbage generated by his/her usage and to place such trash and garbage in the designated container outside the building.
- E. If the Community Center is rented in the name of a Wilmer Resident, such resident must attend the function, pay the fees, and pick up and return the key.
- F. The renter will be required to pick up the key at the front desk of the police department no earlier than 2 hours before rental time and must return the key at the end of the rental immediately.
- G. Use of the Community Center shall be discontinued and premises closed on Sundays through Thursdays at 11:00 p.m. and on Friday and Saturdays at 12:00 midnight.

SECTION 2. The Community Center shall not be rented without completion of a rental agreement and payment of the applicable fees.

SECTION 3. Wilmer Community Center rental fees are as follows:

	Wilmer Resident	Non-Resident
Rental Fee (cash or check)	\$75.00	\$150.00
Deposit required (cash only)	\$150.00	\$300.00

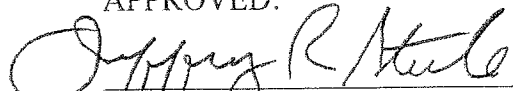
SECTION 4. The Following activities shall not be allowed in the Community Center or on the Community Center property:

- A. Alcoholic beverages are absolutely forbidden anywhere on the premises.
- B. Inflatable's (bounce houses, etc) are forbidden due to liability to the City.
- C. Excessive and loud noises will not be permitted.
- D. Grilling inside or outside of building is forbidden.
- E. Tables and chairs must not be removed from Community Center.


SECTION 5. This resolution shall take effect immediately from and after its passage by the City Council.

DULY PASSED by the City Council of the City of Wilmer, Texas on the 1st day of October, 2009, and is according so resolved.

APPROVED:


Jeffery Steele, Mayor

ATTEST:


Alice Holloway, City Secretary