



# CITY OF DILLEY CONVENTION CENTER



## RENTAL AGREEMENT FORM

DATE \_\_\_\_\_

Large Event

Small Event

Funeral Gathering

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Email \_\_\_\_\_

Telephone: \_\_\_\_\_

Estimated attendance \_\_\_\_\_ Date of event \_\_\_\_\_ Type of event \_\_\_\_\_

TOTAL: DEPOSIT \$ \_\_\_\_\_

RENTAL \$ \_\_\_\_\_

Note: Tables and chairs are provided at no charge

#Round \_\_\_\_\_ #Rectangle \_\_\_\_\_ # Chairs at each table \_\_\_\_\_

Time of use (set-up and clean-up time must be included in the time of use): From \_\_\_\_\_ To \_\_\_\_\_

Event official starting and ending times: From \_\_\_\_\_ To \_\_\_\_\_

Security \$ \_\_\_\_\_ Security Personnel: \_\_\_\_\_

Comments \_\_\_\_\_

### City of Dilley, Convention Center Rental Agreement Form

This City of Dilley Facility Rental Agreement (this "Agreement") is between:

the City of Dilley, Texas, a municipal corporation of the State of Texas ("City"),

and \_\_\_\_\_ ("Lessee").

**1. FACILITY AND EVENT:**

City agrees to furnish the following described space and premises located in the City of Dilley, Frio County, Texas;

to be used for the purpose of \_\_\_\_\_ and for no other purpose without the written consent of City for a term commencing:

\_\_\_\_\_  
(Day) (Month) (Date) (Year) (Time)

and terminating:

\_\_\_\_\_  
(Day) (Month) (Date) (Year) (Time)

Lessee agrees to pay \$\_\_\_\_\_ to City for rental of said space and premises (equals total sum of rental rate and deposit as set forth in Rental Agreement Form). Lessee further agrees to pay City on demand any and all sums which may be due City for additional services, accommodations, materials, or damages.

**2. GENERAL TERMS AND CONDITIONS:**

This Agreement is made and entered into upon the following express covenants and conditions, all and every one of which the Lessee hereby covenants and agrees to keep and perform.

**3. DAMAGE TO FACILITY:**

In case the facility, or any part thereof, shall be destroyed or damaged by fire or by any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by City impossible, City shall not be liable or responsible to Lessee for any damage or consequential damage caused thereby, provided that Lessee shall be refunded the unused portion of payments made.

**4. CONTROL OF FACILITY:**

In renting the facility, City does not relinquish the right to control the management thereof and to enforce all necessary and proper rules for the management and operation of the same; and the employees of City may enter the same, and all the premises, at any time and on any occasion.

**5. REMOVAL OF MATERIALS:**

All materials and installations placed in the facility by Lessee or exhibitors shall be removed from the facility by the end of the contracted time. In the event that this is not done, time will be marked as if in rental until the facility is vacated, and Lessee will be responsible for continued rental charges.

In the event that the facility is not vacated by Lessee on the above stated date at the end of the term for which the facility is leased, City is hereby authorized to remove from the facility and to store at the expense of Lessee, all goods, wares, merchandise, and property of any and all kinds and description which may be then occupying the portion of the facility on which the term of lease has expired; and City shall not be liable for any damage or loss to such goods, wares, merchandise, or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and **LESSEE AND ANY OTHER PERSON HAVING AN INTEREST IN SUCH PROPERTY HEREBY EXPRESSLY RELEASE CITY FROM ANY AND ALL CLAIMS FOR DAMAGES OF WHATEVER KIND OR NATURE.**

In the event platforms, staging, or other structures are erected by Lessee or any exhibitors in any portion of the facility, the expense of such erection and removal shall be paid by Lessee or such exhibitor. None of such structures may be attached to the building or any furnishings therein, and all damages to said building or furnishings caused by the installation, erection, or removal of such platforms, staging, or other structures shall be paid by Lessee.

**6. EXTRA HELP:**

In case it is necessary to employ outside assistance in the handling of the baggage, scenery, or other property of Lessee, such employment shall be at the expense of Lessee.

**7. OBSERVANCE OF LAW:**

Lessee agrees that every contractor, employee, or agent connected with the purpose for which the facility is rented shall abide by, conform to, and comply with all of the applicable laws of the United States and the State of Texas, and all the applicable ordinances of City, together with all rules and requirements of the Police and Fire Departments of City, and will not do, nor permit to be done, anything on such premises, during the term of this Agreement, in violation of any such rules, laws, or ordinances, and if the attention of Lessee is called to such violation, Lessee will immediately desist from and correct such violations.

**8. SEATING CAPACITY:**

In no event shall tickets be sold or dispensed in excess of the seating capacity of the facility, as determined by the Fire Marshal. (Maximum Capacity 180 People)

**9. NO DEFACEMENT OF FACILITY OR BUILDING:**

Lessee shall not injure or mar or in any manner deface the facility or the building in which it is located, and shall not cause nor permit anything to be done whereby such premises shall be in any manner injured, marred, or defaced, nor shall Lessee drive, or permit to be driven, any nails, hooks, tacks, or screws in any part of said building, nor shall Lessee make, or allow to be made, any alterations of any kind therein. Also, Lessee shall be responsible to insure no objects shall be placed in the drains, restroom facilities, or any other parts of the water or sewer system so that maintenance or repair to the plumbing is required.

10. **RESPONSIBILITY FOR INJURY:**

If the facility, or any portion of the building in which it is located, during the term of this Agreement, shall be damaged by the act, default, or negligence of Lessee, or of Lessee's agents, employees, patrons, guests, or any persons admitted to such premises by Lessee, Lessee will pay to City, upon demand, such sum as shall be necessary to restore such premises to their present condition. Lessee hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to the premises, or to any portion of the facility or building with the consent of or invitation by Lessee, or by or with the consent of Lessee or Lessee's employees or any person acting for or on behalf of Lessee, and Lessee agrees to have on hand at all times sufficient security to maintain order and protect persons and property.

11. **AISLES CLEAR:**

Lessee will permit no chairs, movable seats, or other obstructions to be or remain in the entrances, exits, or passageways of the facility or building and will keep same clear at all times.

12. **NO OBSTRUCTIONS TO SIDEWALKS, ETC:**

No portion of the sidewalks, entries, passages, vestibules, halls, or ways of access to public utilities of the facility or the building in which it is located shall be obstructed by Lessee or used for any purpose other than for ingress and egress, to and from the premises. The doors, windows, skylights, or other openings that reflect or admit light into any place in the building, including hallways, corridors, and passageways, shall not be obstructed by Lessee.

13. **TAXES:**

Lessee shall pay all taxes, if any, on tickets or admissions to the premises during the term hereof and any license fees and taxes lawfully levied against it during the term hereof.

14. **INDEMNITY:**

**LESSEE WILL PROVIDE THE DEFENSE FOR, INDEMNIFY AND HOLD CITY HARMLESS FROM ALL COSTS FROM ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, AND LIABILITY FOR DAMAGES OR INJURIES TO ANY PERSON(S) OR DAMAGE TO PROPERTY OCCASIONED BY OR IN CONNECTION WITH LESSEE'S USE OF THE PREMISES AND/OR RESULTING FROM THE PRESENTATION OF ANY COPYRIGHTED WORK OR MATERIAL OR VIOLATION OF ANY OTHER PROPRIETARY RIGHTS.**

16. **ATTORNEY'S FEES:**

If City is required to file suit to collect any amount owed it under this Agreement for Lessee's use of the premises, City shall be entitled to collect reasonable attorney's fees.

17. **NO DISCRIMINATION:**

It is understood that the premises are owned by City, and that any discrimination by Lessee, its agents, or employees, on account of race, sex, color, religion, or national origin in the use of or admission to the premises is prohibited.

18. **ABANDONED ITEMS:**

City shall have the sole right to collect and have custody of articles left in the facility or building by persons attending any performance, exhibition, or entertainment given or held on the premises.

19. **CANCELLATION BY CITY:**

Violation by Lessee of any covenant, agreement, or condition contained herein shall be cause for termination hereof by City, in which case Lessee shall be entitled only to refund of the unused portion of any payment made by it. In addition, City may likewise cancel this Agreement if Lessee should, prior to the date of occupancy hereunder, violate any covenant, agreement, or condition in any other agreement which Lessee might have for lease of any other City facilities. City reserves the right to cancel this Agreement at any time, e.g. before, during, or after any emergency situation deemed by City. At such time, notification will be made by telephone or most expedient method reasonably available. City shall not be liable or responsible to Lessee for any damages or inconvenience caused thereby, provided that Lessee shall be refunded the unused portion of payments made by it. Lessee agrees that City may shut down Lessee's event as described in City's Rental Reservation Application, Attachment 3, for the facility.

20. **CANCELLATION BY LESSEE:**

All cancellations of contracted events must be submitted to City in writing. Deposits paid upon rental reservation of the Convention Center will be forfeited if an event is cancelled or if there is a change in the rental date(s) less than thirty (30) days prior to an event. Deposits paid upon rental reservation of the Meeting Room will be forfeited if an event is cancelled or if there is a change in the rental date(s) less than thirty (30) days prior to an event. Any cancellation made less than five (5) working days prior to an event in any City facility will forfeit all rental payments.

21. **HEADINGS:**

The paragraph headings contained herein are for convenience in reference and are not intended to define, extend, or limit any provision in this Agreement.

22. **ASSIGNMENTS:**

Lessee shall not assign this Agreement, nor permit any use of the premises other than herein specified, without the prior written consent of the City Administrator.

**23. NO RESPONSIBILITY FOR PROPERTY IN BUILDING:**

City assumes no responsibility whatever for any property placed in the facility or building, and City is hereby expressly released from responsibility for any loss of or damage to Lessee's or any guest's personal property that may be sustained by reason of the occupancy under this Agreement.

**24. FACILITY ACCESS/SETUP/CLEANUP TIME:**

City staff is scheduled based on the time needed to setup/cleanup of your event. If you are not present at the contracted time to enter the facility, a \$25.00 fee will be deducted from the reservation/cancellation deposit. A fifteen (15) minute grace period will be allowed. After 15 minutes, you will need to call the employee on duty to reschedule a time to enter the facility.

If cleanup extends beyond 1:00 a.m., a \$75.00 per hour fee will be deducted from the reservation/cancellation deposit.

IN WITNESS WHEREOF, we have affixed our signatures, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LESSEE:

CITY:

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

City Official

Printed Name: \_\_\_\_\_

***Name and Address for Facility Deposit/cancellation refund (if applicable):***

**Note: Refund will be in the form of a check, made payable to and mailed according to information below.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

## Event Security: Rules and Regulations

City of Dilley, rental facilities

116 E. Miller Dilley, Texas 78017

Phone: 830-965-1624 Fax: 830-965-1920

### This information is not the lease agreement

**Security at City Facilities.** It is City policy that renters of City facilities must provide security under certain circumstances when renting these facilities. Security will be required under the following circumstances unless waived in writing by the Police Chief or City Administrator:

- A. Based on the expected number of attendees and the type of event;
- B. If the rental agreement is signed by a lessee within the ages of 18-20 years old; and/or
- C. When the Chief of Police or City Administrator deems it is in the best interest of City to ensure the safety of those using the facility or in the best interest of the safety of the community based upon the size of the group or type of event.

**Event Security.** Security Officers are required. The cost for security is a minimum of **three (3) hours** at thirty dollars (\$30) per hour, per officer. The contract will be submitted to the Event Security Coordinator for review. ***Payment for security officers will be made on or before your arrival at the event. Should payment not be rendered at this time, the City reserves the right to immediately cancel the event resulting in the forfeiture of any and all deposit(s) and or rental payments.***

All security at City facilities will be provided by the Dilley Police Department either using off-duty officers or by adding on-duty officers who will be working in an overtime capacity. Rates for off-duty officers may be determined by the Event Security Coordinator. In the event on-duty officers are used, City may bill the renter the overtime rate for the individual officers being used. The number of officers required at any facility will be determined by the security coordinator (using the following general guidelines):

# attendees	Officers required
100-125	1
126-180	2

The City reserves the right to increase number of officers required when it is in the best interest to ensure the safety of those using the facility or in the best interest of the safety of the community, or waive security, depending on size and type of event.

**Private Functions (Not Open to the Public).** Providing an inaccurate headcount will result in a penalty fee and/or shutting down of the event. If the headcount during the event exceeds approximately fifty (50) people more than is estimated in the rental agreement, from what is stated in the contract, the damage deposit will be forfeited. If the headcount exceeds approximately 100 more than is estimated in the rental agreement, the event will be shut down by the Dilley Police Department. In addition to the damage deposit, the rental fee will not be refunded if the event is shut down for any reason.

Contract details regarding security must be finalized at least **fifteen (15)** days prior to the date of the event to allow City sufficient time to arrange for security. These contract details include the following:

1. Event start time;
2. Check out time (check out time is the time you are ready to leave the building after all necessary clean-up and decoration removal has been completed—not later than 1:00 am);
3. RSVP count for event; and

There will not be any changes allowed to be made to the contract details within **fifteen (15)** days of your event; provided, if Lessee knows or believes the estimated attendance count has increased within **fifteen (15)** days of the event, Lessee must notify City staff immediately for adjustments.



Security Questionnaire:

Please complete the following form so that we may determine if you are required to have security at your function.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, St, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facility Rental information:

1. Date of event \_\_\_\_\_

2. Type of event \_\_\_\_\_

3. Number of attendees \_\_\_\_\_

Duration of event :

FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(Actual event start time)

(Event end time plus 1 hour for clean-up)

Please sign and date this request:

Signature \_\_\_\_\_ Date \_\_\_\_\_

**If security is required for your event, payment for the security will be made on or before your arrival at the event. Should payment not be rendered at that time, the City reserves the right to immediately cancel the event resulting in the forfeiture of any and all deposit(s) and rental payments.**

## Decoration Restrictions and Clean-up Requirements

**\*\*\*The Deposit will NOT be refunded if the Decoration Restrictions and Clean-up Requirements are violated\*\*\***

- An approved setup kit will be provided day of event. This may be a mandatory kit for events where there are decorations and/or other vendors brought into the facility.
- Nails, thumb tacks, and push pins/pins will not be permitted to be driven in to or applied to the walls, floors, partitions, or any other portion of the leased facility.
- Tape (masking, scotch, painters, or duct) will not be permitted to be used or applied to walls, floors, partitions, ceiling, or any other portion of the leased building.
- ***The use of glitter, confetti, rice, birdseed, grains, etc. inside the leased rental facility is strictly prohibited.***
- No personal coolers allowed on Main Hall floor. Must be kept in kitchen.
- No blocking of any exits.
- No barbeque pits allowed on amphitheater grounds

The hanging or suspending of any materials from the ceiling is strictly prohibited unless authorized by facility Coordinator.

### THE LEASEE WILL BE RESPONSIBLE FOR THE FOLLOWING

- Facility must be left in the condition it was received.
- All spills must be mopped up.
- All table and counter tops as well as chairs must be wiped down.
- All Trash must be taken out to the dumpster.
- All personal items must be removed from the facility.
- One hour at the conclusion of the end of the event will be granted for clean up. Each additional hour will be \$75.00 per hour.
- Litter: All paper, cups, plates, foil, and decorations, etc. must be picked up and placed in a trash receptacle.
- Tables and Chairs: Must be cleaned of litter and wiped off to rid them of spilled drinks and foodstuff.
- Lessee will not be required to dismantle or fold tables and chairs.
- Restrooms: All personal items, paper products, etc. must be picked up and removed or placed in a trash receptacle.
- Kitchen: Sinks, countertops, stovetop, and refrigerator must be wiped off to rid them of spillage. All foodstuff must be removed or placed in a trash receptacle.
- Lessee will be required to remove all personal effects and decorations from the facility.
- The Person named below will be responsible on behalf of Lessee to see that the leased facility is clean and to check for damages. The security/cancellation/damage deposit refund will be mailed to the person who signed the Rental Agreement.

Printed name \_\_\_\_\_

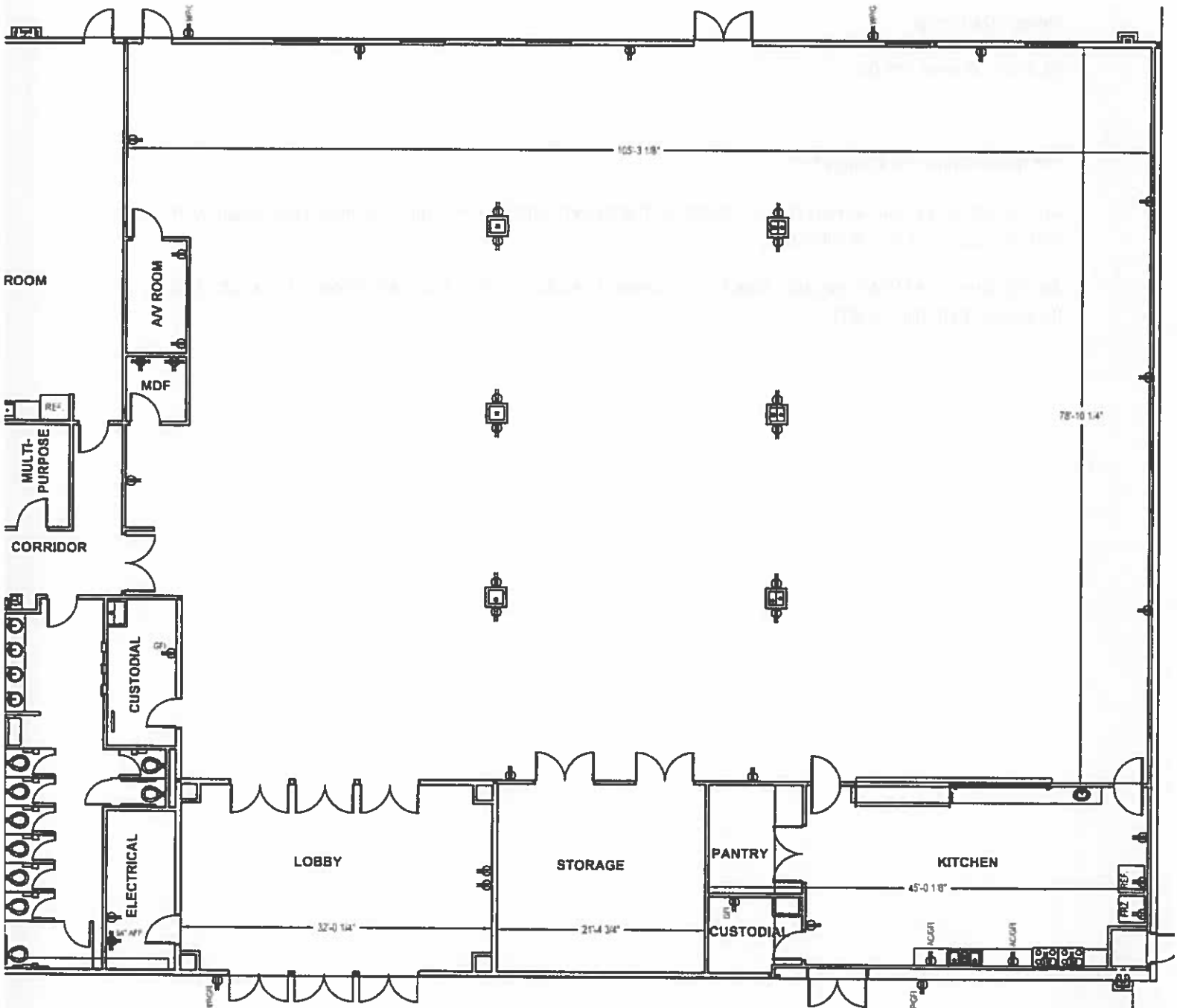
Initials \_\_\_\_\_

# ROOM LAYOUT

NAME \_\_\_\_\_

DATE \_\_\_\_\_

DATE OF EVENT \_\_\_\_\_



## City of Dilley Convention Center Rates & Charges

### **Convention Center:**

116 E. Miller Dilley, Texas 78017

Sq. Ft. (up to 180 Guests)

### **Large Event:**

Rental Fee \$600.00, Deposit \$400.00

### **Small Event:**

Rental Fee \$50.00/Hr. (Minimum 4 Hours) Deposit \$100.00

### **Funeral Gathering**

\$125.00 / Deposit \$75.00

**\*\*\*\*Rates Subject to Change\*\*\*\***

ALL FEES MUST BE PAID IN FULL 15 DAYS PRIOR TO THE EVENT UNLESS OTHER ARRANGEMENTS ARE MADE WITH CENTER COORDINATOR IN WRITING.

ALL ROOM/HALL RENTALS INCLUDE TABLES AND CHAIRS (A FLOOR LAYOUT MUST BE PROVIDED AT LEAST 7 DAYS IN ADVANCE OF THE EVENT)