



# Community Room Rental Reservation Application

The Oak Point Community Room is available for reservations on a first come, first serve basis to residents of Oak Point. This agreement is made and entered into by the City of Oak Point and the Lessee to enable Lessee to use and occupy the Community Room located at 100-B Naylor Road, Oak Point Texas 75068 on the terms and conditions set forth herein. No reservation is confirmed until this application is completed (with payment) and is approved by the City of Oak Point. **Payment for the Community Room will be deposited into the City of Oak Points financial institution immediately, once payment has cleared, the reservation will be confirmed.** Any questions should be directed to City Hall at 972-294-2312

**PLEASE READ COMMUNITY ROOM RULES, POLICIES, WAIVER AND RELEASE OF LIABILITY AGREEMENT BEFORE COMPLETING APPLICATION**

Description of Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Anticipated Attendance: \_\_\_\_\_

Actual Event Time: From \_\_\_\_\_ AM/PM; to \_\_\_\_\_ AM/PM  
\*\*\*Include time for set-up/clean up

Lessee Name: \_\_\_\_\_ DL#: \_\_\_\_\_

Address: \_\_\_\_\_ Phone#: \_\_\_\_\_

Email: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**By signing this form, you acknowledge that you have read and understand the Community Room rules, policy, waiver and release of liability agreement and will abide by all stipulations set forth in this agreement.**

Use of the Community Room is subject to City approval and execution of the attached Waiver and Release of Liability Agreement by the Lessee. Tables and chairs located in the community room may be rearranged by the User during the use of the room, but the User must return the tables and chairs to their original locations immediately after the use of the community room. **Oak Point Residents:** A refundable deposit of \$100.00 is required as well as a non-refundable fee of \$25.00 for each rented hour. **Non-Residents:** A refundable deposit of \$250.00 is required as well as a non-refundable fee of \$50.00 for each rented hour. **Non-Profit:** A refundable deposit of \$100.00 is required as well as a non-refundable fee of \$10.00 for each rented hour After the event, the deposit will be returned via check and will be mailed to the Lessee within two weeks following the event if no policies have been violated.

Date Deposit & Rental Fee Paid: \_\_\_\_\_ Amount: \_\_\_\_\_ Receipt # \_\_\_\_\_

Date Deposit Returned: \_\_\_\_\_ Amount: \_\_\_\_\_ Check # \_\_\_\_\_

# Community Room Rules, Policies, Waiver and Release of Liability Agreement

## RESERVATION AND PAYMENT POLICIES

1. The Oak Point Community Room is available for reservations on a first come, first serve basis to residents of Oak Point. All arrangements for the Community Room use must be made thru the City of Oak Point at least two-weeks in advance of the events scheduled date. Rental applications will be taken no more than six months in advance and will be subject to room availability.
2. The Lessee/Responsible party must be at least 25 years of age.
3. Payment of the deposit and hourly rental fee is due at the time the Rental Reservation Application is received by City Hall. If the request is denied, the deposit and hourly fee will be returned to the applicant. The City of Oak Point has the right to accept or deny any rental requests.
4. After the event, the deposit will be returned via check and will be mailed to the Lessee within two-weeks following the event if no policies have been violated.
5. Reservation dates may be changed without loss of deposit if the room is available. Refunds will not be given when less time is used than the scheduled rental.
6. If deposit/rental fees are paid by check with insufficient funds, reservations will be cancelled, and a \$30.00 administrative fee will be charged.
7. The renter will not charge an admission fee nor attempt to raise funds without prior authorization by the City of Oak.
8. \*\*\*\*The scheduling of activities and recreational programs sponsored by the City of Oak Point will always take precedence concerning the Community Room use.

## RENTAL POLICIES

1. The maximum occupancy for a single rental is **35** people.
2. Set-up and clean-up shall be included in the rental time.
3. Lessee and guests using the Community Room agree to leave the building in the same or improved condition that existed prior to their usage.
4. The City of Oak Point does not provide utensils, plates, cups, serving dishes, tablecloths, or other equipment.
5. Decorations may be used on tables only. No tape, tacks, or staples may be used on walls or ceiling.
6. The throwing of rice, confetti, birdseed, or similar material is prohibited.
7. The City of Oak Point will not be liable for damage, injury, or loss to persons or property that may occur during the use of the Community Room.
8. The Lessee agrees to comply with all City, State, and Federal laws. A rental agreement may be terminated at any time if the Community Room rules or policies are not followed.
9. Lessee is responsible for the behavior of all guests. The City of Oak Point, through its officers or agents, reserves the right to request guests to leave immediately or terminate a rental when guests act inappropriately (fighting, abusive language, destructive, etc). Inappropriate behavior could result in loss of deposit.
10. The City of Oak Point reserves the right to require Lessee, when deemed necessary, to provide liability insurance to protect the property.

## RESTRICTIONS

1. Lessee and guests must exit the building by their contract ending time. Failing to vacate the building by the end of the rental period may result in forfeiture of the deposit.
2. Sitting or standing on tables is not allowed.
3. Alcoholic beverages are not allowed on the premises.
4. The Community Room is not available for weddings, receptions or sales of any type.
5. Open flames or lighted candles are prohibited except for birthday candles.
6. Smoking is not allowed in the building.

CLEAN-UP

1. All leftover food and beverages should be removed or placed into garbage containers.
2. All set-up of tables and chairs will be done by the reserving party and must be cleaned with an anti-bacterial cleaner and stored properly at the conclusion of the event.
3. Anti-bacterial cleaner will be provided by the City, additional cleaning supplies must be provided by the Lessee.
4. After the room has been inspected, the deposit will be refunded within two-weeks following the event. If the rules and policies are not followed, or if damages have incurred, the deposit will be forfeited, and Lessee will be responsible for damages exceeding the deposit.

**WAIVER AND RELEASE OF LIABILITY AGREEMENT**

\_\_\_\_\_ (insert group or organization (the “User”)) desires to use the City of Oak Point Community Room (the “facility”) located at **100-B Naylor Road, Oak Point, Texas, 75068**. In consideration of being permitted to use the facility, the undersigned User waives, releases, and discharges the City of Oak Point, its officers, agents, directors, volunteers and employees (collectively the “City”) from all liability for any loss or damage whatsoever, including personal injury, death, property damage, medical expense and any other type of expense (collectively “damages”) whether caused by the active or passive negligence of the City, while the undersigned User is in, upon or about the facility premises.

User also acknowledges, agrees and represents that he/she has or immediately upon entering will, inspect the premises and facility. It is further agreed that entry and/or use of the facility constitutes an acknowledgment that the facility and all equipment thereon have been inspected and that the User finds and accepts the facility and equipment as being safe and reasonably suited for use. User accepts the facility in its present condition and is without representation or warranty by the City as to the condition of the facility, or as to the use or occupancy which may be made of it. User agrees to clean and disinfect tables, chairs, and high touch service areas at the conclusion of the event. User also waives, releases, and discharges the City from all liability for any loss or damage, including personal injury, death, property damage, medical expense and any other type of expense caused by the condition and/or maintenance of the facility or any equipment.

User also agrees to release, hold harmless, defend and indemnify the City from any and all liability for any loss, injury and/or damages to any third party arising out of the use of the facility by the third party pursuant to this application.

The undersigned User further expressly agrees that this waiver, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any portion of the Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

User certifies that he/she has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Signature of Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Lessee: \_\_\_\_\_