



City of Roanoke Rental Contract

Please read this contract thoroughly as it reflects our terms and conditions for renting facilities.

To facilitate the smooth operation and transition of rentals, please adhere to the following policies, this will insure the refund of your deposit.

Terms, Conditions & Policies for Rentals:

1. Renters may use facilities only for the purpose of private functions (birthdays, anniversaries, receptions, etc.) or meetings for non-profit community service organizations, and corporations/organizations. **Roanoke residents are not permitted to rent space for non-residents**, if it is discovered that this has occurred, your rental privileges will be suspended and/or deposit will not be refunded.
2. Renters must be at least 18 years old. Head count for the rental must be adhered to. Renters shall assume full responsibility and liability for all persons admitted to the facility during rentals. Renters shall also assume full responsibility and liability for any damage to the facility during the rental.
3. Acts of gambling, **consumption of alcohol** or any controlled substances are **prohibited** on all City of Roanoke properties including the parking lot. Smoking (including e-cigarettes) is prohibited inside facilities. No activity shall be engaged in at the facility that is a violation of an existing State/Federal law, or municipal ordinance.
4. The renter is the City's contact for rentals including payments, cancellations, changes, etc. The renter must remain on the rental property for the duration of the rental. One adult chaperon must be provided for every 15 minors (under 18 years old).
5. Rentals inside the Roanoke Recreation Center **DO NOT** include use of the rest of the facility and are only designated for the space rented. Food/guests are to remain in the rented space.
6. Rentals inside the Roanoke Community Center includes the lobby, main room, and kitchen only.
7. Set up/tear down must be accounted for within the scheduled time frame as early access/extended time will not be allowed due to scheduling.
8. Facilities must be left in a clean condition when complete. Trash must be left at the designated location and bags must be replaced in each bin to be ready for the next rental.
9. Wall/ceiling or any structure (indoor or outdoor) decor must be pre-approved by the Recreation Department. Items that may damage the facility (i.e. duct tape, thumb tacks, staples, nails, glue, sticky wall hooks, etc.) are prohibited. This includes pillars at the pavilions.
10. Renters and/or guests of renters shall only park in designated parking spaces. Violation of this policy will result in the towing of vehicle(s) at the owner's expense. Guests are strongly discouraged from gathering in the parking lot at any time.
11. Renters may call non-emergency at 817-491-6052 if uninvited guest(s) refuse to leave. If non-emergency is called by an employee due to unruly behavior and/or any condition listed in this contract being broken, the event will be cancelled immediately, and monies paid will be forfeited.
12. Use of the City of Roanoke facility name in advertising or publications without the approval of the Recreation Department is prohibited.
13. Renters will not charge admission, fundraise, sell tickets, products, services/items, or solicit donations. Conducting business in City facilities is prohibited.
14. The City reserves the right to relocate a rental to another facility. Fees will be adjusted or refunded if such an instance occurs.
15. **If rentals involve high risk activities** or the use of certain equipment not conforming to a recreational setting, the Recreation Department reserves the right to require any of the following at the renter's expense:
 - a Certificate of insurance naming the City of Roanoke as an additional insured.
 - b Security for the purpose of safety and parking/crowd control.
 - c Parks & Recreation staff to be on site during the rental, at the expense of the renter (\$25 per hour).
 - d Renters are responsible for informing the City of all items they will bring to the rental facility.
 - e If renter intends to use any prop, equipment, inflatable/bounce house, tent, or any other structure that would require the item to be secured either in the ground or to another temporary or permanent structure; the means to secure must be approved prior to the rental. **At no point will any item be permitted to use stakes for securing to the ground.** No exceptions.

*Applications for this type of reservation must be submitted no less than one month (**30 days**) prior to the requested rental date. No exceptions.

16. The City reserves the right to cancel or shut down any event in which false information was provided for the reservation, the use is contrary to the terms of the rental agreement, and/or if the event is determined to be detrimental to the operation of the Facility or contrary to the rules and regulations governing the use of the facility. A rental may be shut down immediately by the City Staff or Roanoke Police Department without refund of deposit or fees if attendance exceeds the facility's maximum occupancy or breaches the peace. Failure to comply with rental facility rules and the terms of the rental agreement may cause the denial of the use of rental facilities in the future.
17. Indoor reservation fees include the use of tables and chairs. No kitchen is available with meeting room rentals. The rental guests are only permitted in the space rented, and are not allowed access to other areas of the Recreation Center.
18. Indoor reservation fees include the use of tables, chairs, and kitchen. The rental guests are only permitted in the space rented, and are not allowed access to other areas of the Community Center.
19. Depending on the type and use of the facility rental, the department may require that a rental attendant attend the rental. It is not the responsibility of the rental attendant to setup, take down or cleanup rentals.
20. Trash must be tied in bags, removed and placed at the designated location for pick up by the City or put in the dumpster if one is present. Outdoor trash cans require 55-gallon trash bags, which must be provided **by the renter. Clean trash bags must be left inside trash cans after rentals.** Please be considerate of events that may be scheduled after your booking.
21. Storage of items at City facilities are prohibited. The City is not responsible for any lost or stolen items.
22. Amplified sound at any indoor or outdoor rental facility Park will **not be permitted** without prior, written approval by the Recreation Department.
23. If applicable, the indoor "**Attendant Checklist**" of the rental contract will be completed by the Rental Attendant. This is a form making sure the general rules above are followed adequately. This will need to be signed off on by the renter.
24. Water is not available for use at any of the outdoor pavilion rentals.
25. When renting the Community Center or Recreation Center, guests are not authorized to be on the soccer or baseball fields, at any time.
26. Please remember, our facilities are public areas. These facilities will be used by the public, when rentals are not present. The City of Roanoke does not staff each location, and cannot guarantee the state of the facilities during those times.
27. When Denton County issues a "Burn Ban" due to the imminent threat of severe damage, resulting from the threat of wildfires due to drought conditions, grills at outdoor facilities will be inaccessible. At this time, use of an electric flat top may be used in its place, and should be provided by the renter. Please check with the Denton County website for rules/regulations around the burn ban, when in drought conditions.

Prohibited Activities:

Suspension will occur under the following conditions:

- a. Use of rice, birdseeds, glitter, confetti, wax, piñatas, corn meal or other similar substances.
- b. Burning candles, open flames, use of fog/smoke machines, setting off false fire alarms.
- c. Disturbance of the peace (playing loud music, unruly behavior which disturbs neighbors, etc.).
- d. Damage to the facility, equipment, amenities, furnishings, or result of decoration installments.
- e. Excess trash left at the facility.
- f. Summoning of police officers or additional staff to the facility due to inappropriate disturbances and/or the behavior of the participants.

Refunds:

1. **INDOOR:** Cancellations made two weeks (14 days) prior to the event date will receive a full refund of all fees. Cancellations made less than two weeks from the scheduled rental will also forfeit their fees paid due to a breach of contract. Depending on the form of payment made, refunds may be mailed or credited to the renter's household account upon the return of all contracts and receipts.
OUTDOOR: Cancellations made more than two weeks (14 days) prior to the event date will receive a full refund of all fees. Cancellations made less than two weeks prior the rental date will also forfeit their fees paid due to a breach of contract. Depending on the form of payment made, refunds may be mailed or credited to the renter's household account upon the return of all contracts and receipts. It is the renter's responsibility to check the weather.
Deposits will not be refunded for cancellations made less than two weeks (14 days) prior to the rental date/time.

Deposit:

1. A refundable deposit is required for all rentals. The deposit will be refunded after the rental, as long as all terms and conditions have been followed. Rentals not leaving on time: A portion (or all) of your deposit can be kept to serve as payment for late departures. Deposits will not be refunded for cancellations made less than two weeks prior to the rental date/time.
2. In the event Renter fails to comply with the terms of the rental, the security deposit may be used to clean, repair, replace, or pay for any property at the venue which is damaged or destroyed. The deposit may be held at the discretion of the Director of Parks and Recreation as long as is necessary to determine the extent of damages and the cost of repairs and/or replacement of property.
3. If the cost of cleaning, repairs, and/or damage exceeds the amount of the security deposit, the Renter's payment method on file will be billed the additional balance.
4. In the event the Renter exceeds the maximum capacity of the facility, the Renter's payment method on file will be billed an additional fee of \$250.00 for the violation.
5. Failure to pay fees for damaged property will result in the cancellation of future reservation privileges.

Capacities:

Community Center – 150

Recreation Center (entire building) – 200

Recreation Center Classroom (full) – 50

Recreation Center Classroom (1/2 room) – 25

Recreation Center Game Room – 25

Recreation Center Basketball Full Court (for sports events only) – 250

Recreation Center Basketball ½ Court (for sports events only) – 125

Cannon Parkway Park Pavilion – 50

Austin Street Plaza – 250

I hereby apply to the City of Roanoke to rent and use the facility or facilities as indicated in the attached application for a private and/or public function.

I understand that by renting this or these facilities I will expose myself and my guests to normal risks of injury or harm associated with nature, sporting events and activities, picnics and social gatherings, musical events, and/or passive recreational activities.

I agree that I am responsible for my own safety.

I agree to abide by all rules and regulations in regards to the buildings, pavilion and park use.

I agree that I am responsible for my guest's safety to the point of producing a safe event or activity during the length of this contract.

I hereby assume all risk and responsibility of damage to the property of the City of Roanoke as it relates to my event and my use and/or misuse; and hold the City of Roanoke, its agents and representatives harmless for any and all suits relating to the use of City owned facilities.

I hereby agree to protect, indemnify, save, keep, and hold harmless the City of Roanoke, its elected and/or appointed officials, its agents, servants and employees, against and from any and all claims, causes of action or liability, loss, damage or expense, brought by me or on my behalf or by my guests or on their behalf, arising out of the use of the City facilities and the activities conducted therein or thereon for which I have made application to the Township to use for a public and/or private function.

I agree that this Release and Waiver shall be construed and interpreted according to the law of the State of Texas.

I understand and agree that this Release and Waiver shall be binding upon my heirs, assigns and any personal entity acting upon my behalf.

I have read and fully understand the City of Roanoke Parks & Recreation Facility Rental Policies and Procedures as well as the above items of the Release and Waiver, understand them, agree to abide by them and hereby acknowledge that I understand this Release and Waiver.

I am at least 18 years old and may legally sign this document.

Renter's Signature _____ Date _____