

PERMIT FOR USE OF CITY FACILITY
City of Arcola, Texas

FACILITY: COMMUNITY CENTER located in the City Hall building located at 13222 Highway 6, Arcola, Texas, which is owned by the City of Arcola, Texas ("City")

PERMITTEE: *Name:* _____

Address: _____

Cell phone: _____

Email: _____

TERM of Permit: On _____ from _____ AM/PM to _____ AM/PM

PERMITTED PART: *Check area(s) covered:* () Main room, foyer, and restrooms.
() Kitchen.

PERMITTED USE: Subject to all conditions of this Permit, and subject to the Local Government Code and the City's ordinances, rules, and regulations (including Chapter 16 of the Code of Ordinances), as amended now or later, the City authorizes the Permittee to use the permitted part of the Facility on the permitted dates (and times) during the term of this Permit (all as defined above), for the following activity only: *(describe use)*

FEES & DEPOSIT: The fee for use of the Facility is \$ 25.00 per hour during the Term plus any holdover period past the end of the Term. The deposit is \$ 75.00, refundable if there is no damage and full compliance with this Permit.

SPECIAL CONDITIONS: (1) Permittee's use of the Facility (except for the Permitted Parts) is non-exclusive, to be shared with others. Permittee shall accommodate other users of the Facility. (2) Permittee shall not interfere with the operation of City equipment, or the Facility, and shall pay for any damage to the Facility caused by Permittee or any person admitted to the Facility by Permittee. (3) Sale, possession and use of alcoholic beverages are all forbidden. (4) No smoking in or near City Hall or within 25 feet of any entrance to that building. (5) Security is required for all events. For more information, please contact the Chief of Police at 281-431-5205.

GENERAL CONDITIONS: The Permittee shall abide by the City's ordinance, rules, and policies for the Facility (including Chapter 16 of the Code of Ordinances), as amended from time to time, and shall cause all participants in its activities to do so. Permittee is responsible for all persons Permittee invites or admits to the Facility, and Permittee shall pay for any losses or

damages caused by them (or by Permittee). Permittee has inspected the Facility and accepts it "as is." Permittee shall not alter the Facility. Permittee shall clean up all areas used by Permittee upon conclusion of the activities so that they are in the same condition as they are found, or better. Permittees shall not cause any unreasonable adverse effect on others, including, for example: effects of noise, vibration, odors, fumes, visual intrusions, flooding, congestion, vehicular traffic, and "spillover" parking of vehicles. Permittee shall not cause any nuisance or health hazard. This permit does not grant any property right or vested right of any kind. Either City or the Permittee may terminate the Term of this permit at any time for cause, and without cause by giving at least two days' advance written notice to the other party. This permit is not assignable; it benefits only the City and the Permittee. The City and the Permittee are not partners or joint ventures. Permittee is not an agent or representative of the City. Permittee is independent of the City, controlling all details, methods, and techniques of its activities.

INSURANCE AND INDEMNITY: The Permittee shall maintain insurance in effect at all times while using the Facility. The insurance must include, at least, automobile coverage for any motor vehicles used by Permittee at or near the Facility and homeowner's insurance.

OTHER CONDITIONS: This permit is a contract governed by Texas law. All obligations are performable in Fort Bend County, Texas. Venue lies in the appropriate state court in and for Fort Bend County, Texas. Any previous agreement between the parties relating to the same subject are merged into and included in this permit. This permit is the full and final expression of their agreement. This permit may only be amended in writing, approved as required by the City's ordinances. All provisions continue in effect past termination and expiration of the Term of this permit.

CITY OF ARCOLA, TEXAS ("City"), By: _____, Mayor

Date: _____ Address: 13222 Highway 6, Arcola, Texas 77583

AGREED TO BY PERMITTEE:

Signature _____ Date: _____
Name: