

# CONTRACT FOR USE OF HEIGHTS CITY HALL & FIRE STATION

107 W. 12<sup>th</sup> @ Yale Streets, Houston, TX 77008

It is hereby agreed between the Houston Heights Association (HHA) and \_\_\_\_\_ (User) for said User to have access to the Heights City Hall & Fire Station on \_\_\_\_\_ for the purpose of holding a \_\_\_\_\_. Hours of the event are \_\_\_\_\_ to \_\_\_\_\_. Approximate attendance is \_\_\_\_\_ persons. Premises must be cleaned and vacated no later than 2 a.m.

Fees for use will be based on the schedule below:

Days in Advance Of Event	Monday-Thursday (4 hrs.) Daytime 8 a.m. – 4 p.m.	Monday-Thursday Evening 9 a.m. to 2 a.m.	Friday or Sunday 9 a.m. to 2 a.m.	Saturday 9 a.m. to 2 a.m.
0-30	\$500	\$700	\$850	\$1050
30-60	\$475	\$675	\$825	\$1025
60-120	\$460	\$650	\$800	\$1000
120-180	\$425	\$625	\$775	\$975
180+	\$400	\$625	\$750	\$950

Saturday rates apply on New Year's Day, Valentine's Day, Memorial Day, Independence Day, Labor Day, Halloween, and New Years Eve. Friday rates apply in December for Monday – Thursday events. The facility is not available on Easter, Thanksgiving, or Christmas.

The agreed upon fee for this use is \_\_\_\_\_ plus a security deposit of \$500.00. Deposit must be paid in full at the time reservation is made. One half of the fee is due 90 days prior to event. Balance of fee is due one month prior to event.. All checks and credit cards will be processed immediately upon presentation. Payment for tables, chairs, and other rentals may be paid on the day of event by cash or credit card only—no checks. Deposit will be returned via check within ten working days of the event if all terms of this Contract are met. **Failure to leave the facility as found will result in a loss of all, or a portion, of deposit.**

User agrees to meet with HHA representative **PROMPTLY** at \_\_\_\_\_ on the day of the event to take possession of the facility. User understands that representative may, at his discretion, leave if User has not arrived 15 minutes after appointed time. If this should occur, user may call to attempt to arrange a later meeting; however, additional charges will apply.

**All communications concerning this Contract will be with the person who signs this Contract. If the user wishes to delegate responsibilities to others, that arrangement is between the user and that person. Houston Heights Association representatives will not discuss this Contract with persons other than the signer.**

**Table/chair rental information, downstairs air conditioning/heating, caterer, & portable bar is not needed until one week prior to the event.**

Air conditioning and heating of the second floor is included in the above fee; however, air conditioning/heating of the first floor (except kitchen) is not included. Fee for air conditioning/heating for the first floor for the above described event will be \$100.00 a day additional.

\_\_\_\_\_ User wishes/does not wish to have first floor cooled/heated for their event and agrees to pay the above amount as part of the rental fee.

\_\_\_\_\_ User wishes/does not wish to rent portable bar for 2<sup>nd</sup> floor use for a fee of \$45.

\_\_\_\_\_ User wishes/does not wish to rent portable bar for 1<sup>st</sup> floor use for a fee of \$45.

\_\_\_\_\_ User wishes/does not need access to chairlift for a \$200 deposit to be refunded if lift is in good working order following event.

The use of five six-foot rectangular tables in the conference room is included in the rental fee. Sixty-inch round tables (seat 8 for a meal) are available for \$9.00 each (maximum 16 upstairs) and padded folding chairs are available for \$1.00 each (maximum 130 upstairs). User wishes to rent \_\_\_\_\_ round tables and \_\_\_\_\_ chairs upstairs. Six-foot rectangular tables and six 24-inch cocktail tables are available downstairs for \$8.00 and \$10 each respectively and chairs for \$1.00 each. User wishes to rent \_\_\_\_\_ rectangular tables and \_\_\_\_\_ chairs downstairs. User wishes to rent \_\_\_\_\_ cocktail tables downstairs and/or \_\_\_\_\_ cocktail tables upstairs (six available on each floor). Rental fee is not reflected in user fee above. Table and chair rental includes setup and teardown. Payment for tables and chairs may be made the day of event with cash or credit card only. No checks can be accepted on the day of the event.

**Under no circumstances may tables or chairs be brought in from outside sources. All rentals (tableware, etc.), DJ/band equipment, and ice chests for upstairs must be loaded in and out via the back stairs.**

A cancellation penalty is prorated on the total rental fee. Cancellation may be initiated by the user or by HHA in the event user does not meet payment terms of the contract. It is based on the length of notice given prior to the event. The penalties are listed below:

Within 30 days of the event	100% of the total rental fee
Within 60 days of the event, but more than 30	90% of the total rental fee
Within 90 days of the event, but more than 60	75% of the total rental fee
Within 120 days of the event, but more than 90	50% of the total rental fee
Within 180 days, but more than 120	20% of the total rental fee
More than 180 days	10% of the total rental fee

HHA is not liable for the facility becoming unusable on a specific date due to acts of God, i.e. storms, lightning, flooding, and hurricanes. HHA will work with the user to make the facility available on an alternate date that is available.

User agrees to abide by the following rules for use:

1. Decorations:

- Nails, tape, and other fasteners may not be used to attach decorations, signs, or other items to the walls, windows, floors, or other permanent parts of the structure. Decorations must be free standing.
- Confetti** and/or **glitter** cannot be used as decoration. Any signs of either use will result in loss of all deposit.

- c. Rice or bird seed should not be thrown inside the building or on the grounds. Flower petals may be used outside the building only. Whatever is thrown must be cleaned up.
- d. Any items including tables and chairs moved from original location must be returned to that location at conclusion of event. **Moving tables, chairs, or bars between floors is prohibited. Moving sideboard, piano or display cabinets is prohibited.**
- e. Electricity—there are three outlets upstairs (20 amps total) and three downstairs (20 amps total).
- f. **Positively NO candles allowed on the property at any time.**

2. Kitchen/Food/Beverages:

- a. Use of alcoholic beverages is limited to applicable local, state, and federal laws. Because the Heights is dry, under no circumstances may alcoholic beverages be sold to attendees. Including alcoholic beverages in an entry fee may be construed as sale. **Positively no beer kegs or drink dispensing machines are allowed on the second floor.**
- b. Caterers and others using the kitchen should leave it as found. Leftover food should be removed from the refrigerator and warming oven. **All spills must be cleaned up.** Refrigerator and warming oven trays must be cleaned.
- c. Trashcans in the facility are for general use and should not be left with refuse from event. Trash should be put in plastic bags and placed in the dumpster outside the kitchen door.

Caterer (if applicable) \_\_\_\_\_  
 \_\_\_\_\_ Company Name  
 Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

- 3. User understands that HHA **will not** receive any delivery items for the user.
  - 4. Failure to return keys immediately following event will result in security deposit forfeiture to have the locks rekeyed.
  - 5. No portable toilets are allowed on the property and no vehicles are permitted inside the premises.
  - 6. User agrees to pay to HHA on demand the cost of making any repairs to the facility resulting from this use. Liability for damage is NOT limited to the amount of the security deposit.
  - 7. HHA representatives may enter and remain at the facility during the event for any and all purposes.
  - 8. The hiring of security personnel for night events is recommended but not required. These may be obtained from most law enforcement agencies and private security services. All local laws or ordinances must be adhered to.
  - 9. Approximately sixty (60) vehicles can be parked on the property if they are properly parked. Parking on grassy areas is permitted. A suggested parking diagram is available. Security personnel should be used to assure maximum parking.
  - 10. All User property must be removed from the facility immediately following the close of the event. **Failure to do so will result in rental charge for the following day plus loss of all deposit. Property left on the premises may be held as collateral pending payment of additional rent.**
  - 11. Heating/cooling and all lights should be turned off prior to leaving the building. Failure to do so will result in the loss of all or a portion of deposit. Air conditioning or heat for multi-day events must be turned off at the close of business each day.
  - 12. Smoking is permitted outside; however, user is responsible for cleanup of all cigarette butts.
  - 13. The chair lift is for elderly or handicapped persons. Weight limit is less than 250 pounds. Under no circumstances is it to be used for any other purpose including transporting food, beverages, decorations, and other items to the second floor. Children should be warned not to play on or near the chair lift. A separate \$200 cash/credit card deposit is required for use of the chair lift.
  - 14. The occupancy limit of the upstairs is 128. This number should not be exceeded. The occupancy limit downstairs is 150.
  - 15. User is responsible for obtaining any permits required by government agencies. User is responsible for payment of any penalties levied by government agencies as a result of failure to obtain such permits.
  - 16. One week prior to event, User, if applicable (business, association or social group), will furnish a current Certificate of Liability Insurance denoting Houston Heights Association as additional insured.
  - 17. Cleaning materials are available. It is expected that: floors will be swept and mopped as required, all trash be removed and trash bags replaced, kitchen be cleaned as required, toilets be cleaned and supplies replaced, and any items moved from their original location be returned to that location at the end of the function. User is also responsible for cleaning up of any trash on the grounds generated during the event.
  - 18. Gambling is prohibited at the fire station. This includes so-called "casino nights". Also prohibited are any activities defined as illegal gambling in V.T.C.A. 47.02.
  - 19. This contract is a "license" and not a "lease" with all legal ramifications of that distinction.
  - 20. User is allowed two (2) twenty-minute planning visits prior to event with maximum four (4) persons per visit.
- User shall indemnify, defend, and hold harmless HHA, its members, officers, directors, employees and agents from any and all losses, costs and claims of any kind whatsoever arising from or incidental to User's use of the Heights City Hall & Fire Station.

I have read this contract in its entirety and understand the contents.

Signed and agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

User signature: \_\_\_\_\_

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

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

City: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: (day) \_\_\_\_\_  
 (evening) \_\_\_\_\_

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

Mail signed Contract and checks to:

Houston Heights Association  
 P. O. Box 70735  
 Houston, TX 77270-0735

Contact:

Lauriel Hindman, Business Manager  
 713/868-4727  
 Email: [businessmanager@houstonheights.org](mailto:businessmanager@houstonheights.org)  
 Fax: 713/868-2455 (M-F 9 a.m.-5 p.m.)

**Person to contact at 8 a.m. following event if needed:**

Name	Home	Cell