

CONTRACT FOR USE OF HOUSTON HEIGHTS CITY HALL & FIRE STATION

107 W. 12th @ Yale Street, 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. The total occupancy limit for the building is 128 and must not be exceeded.

Planning the Event: Fees for use will be based on the schedule below:

Days in Advance of Event	Monday-Thursday (4 hrs. total)			
	(One floor only) Daytime only 8 a.m. – 4 p.m.	Monday-Thursday 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	\$700	\$1800	\$2500	\$2800
30-60	\$675	\$1750	\$2450	\$2750
60-120	\$650	\$1700	\$2400	\$2700
120-180	\$625	\$1650	\$2350	\$2650
180+	\$600	\$1600	\$2300	\$2600

Saturday rates apply on New Year's Day, Valentine's Day, Easter Weekend, Memorial Day Weekend, Independence Day, Labor Day Weekend, Halloween, and Thanksgiving Weekend, Christmas Eve and Day, and New Year's Eve. Holidays subject to approval and availability of management staff. Friday rates apply in December for Monday through Thursday events.

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 120 days prior to event. Balance of fee is due 30 days prior to event. All checks and credit cards will be processed immediately upon presentation. Payment for tables, chairs, and other rentals may be paid prior to or on the day of event by cash or credit card only—no checks. Deposit will be returned via check within 10 working days of the event if all terms of this Contract are met.

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.

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.

- Electricity—Upstairs there are 20 outlets in main room & 4 in conference room (20 amps total) and 7 outlets downstairs (20 amps total).
- Kitchen/Food/Beverages:
 - 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. Ice chests are not allowed on the second floor without permission.**
 - Caterers and others using the kitchen should leave it as found. Leftover food should be removed from the refrigerator and warming oven. Refrigerator, warming oven trays, sinks and tables must be cleaned.
Caterer Name (if applicable) _____ Phone _____
 - Crawfish boils and cooking on the premises are no longer permitted at the firestation.**
 - Food Truck Addendum must be completed if they are being used. No electricity provided. Must take trash with them.**
- User understands that HHA **will not** receive any delivery items for the user.
- No portable toilets are allowed on the property and no vehicles are permitted inside the premises.
- 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.
- HHA representatives may enter and remain at the facility during the event for any and all purposes.
- 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.
- 35 vehicles can be parked on the property. **Under no circumstances should the alley be obstructed.**
- User is responsible for obtaining any permits required by government agencies. User must obtain City of Houston permit if sound amplification equipment is used. User is responsible for payment of any penalties levied by government agencies as a result of failure to obtain or adhere to such permits.
- Gambling is prohibited at the fire station including so-called "casino nights". Also prohibited are any activities defined as illegal gambling in V.T.C.A. 47.02.
- User is allowed two (2) 20-minute Saturday morning planning visits prior to event with maximum of four (4) persons per visit. Appointment required.
- User, if applicable (business, association or social group), will furnish a current Certificate of Liability Insurance denoting Houston Heights Association as additional insured.**

One Week Prior to Event:

Contact the Business Manager with table/chair, and portable bar rental information, downstairs air conditioning/heating, and caterer.

Air conditioning and heating of the second floor is included in the agreed fee; however, air conditioning/heating of the first floor (except kitchen) is not included. The use of five six-foot rectangular tables and 25 bentwood chairs in the upstairs conference room are included in the fee only for upstairs use in that room.

<u>Upstairs</u>	<u>Downstairs</u>
_____ 60" round tables (\$10) (max. 16) & _____ chairs (\$1.50) (max. 128)	_____ 6' rectangular tables (\$10)(max. 20) & _____ chairs (\$1.50) max. 128
_____ 24"x24" cocktail tables (\$10) (max 6)	_____ 24"x24" cocktail tables (\$10) (max. 6)
_____ portable bar (\$45)	_____ portable bar (\$45)
_____ additional 6' rectangular tables (\$10)	_____ first floor cooled/heated (\$100/day)
_____ Access to chairlift (\$200 deposit) to be refunded if lift is in good working order following event.	

Table and chair rental includes setup and teardown. Rental fee is not reflected in user fee above. Payment for tables and chairs may be made the day of event with cash or credit card only. No checks can be accepted within 10 days of the event. **Under no circumstances may tables, chairs, bars or furniture be brought in from outside sources. No items may be placed blocking the emergency exit doors.**

Day of Event:

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.

Decorations: Please initial each item.

- _____ 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.
- _____ Rice or bird seed are not to be thrown inside the building or on the grounds. Flower petals may be used outside the building only but must be picked up.
- _____ Positively NO candles, sparklers, or fireworks allowed on the property at any time.
- _____ Damage from ice chests or other water related items will result in forfeiture of the deposit.
- _____ All items for upstairs (dishes, linens, beverages, DJ/band equipment, & flowers) must be loaded in & out via the back stairs.
- _____ Smoking is only permitted outside; however, user is responsible for cleanup of all cigarette butts as well as any trash on the grounds generated during the event.
- _____ Moving tables, chairs, or bars between floors is prohibited. Moving sideboard is prohibited.
- _____ The chairlift is for elderly or handicapped persons. Weight limit is 750 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 deposit is required for use of the chair lift.

Closing the Event:

All User property including rentals 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.** 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.

Premises vacated no later than 2 a.m.

Failure to return keys immediately following event will result in security deposit forfeiture to have the locks rekeyed.

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

Name _____ Phone _____

This contract is a "license" and not a "lease" with all legal ramifications of that distinction. 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
107 W. 12th St.
Houston, TX 77008-6907

Contact:
Lauriel Hindman, Business Manager
713.868.4727 (9 a.m. – 5 p.m.)
Fax: 713.868.2455 (M-F 9 a.m. - 5 p.m.)
Email: businessmanager@houstonheights.org

**“FOOD TRUCK” ADDENDUM TO
Houston Heights City Hall & Fire Station
User Agreement**

The Houston Heights Association (HHA) and _____ (User) agree to the following terms in addition to the attached User Agreement between the parties on the date of _____.

Food trucks are expressly prohibited without prior approval from the vice president of properties or the president of the Houston Heights Association.

The HHA will not be held responsible for any damage from or any personal injury which User, its attendees, volunteers, or third-party contractors may sustain while utilizing food trucks.

Any minor children attending User’s event must be supervised by an adult at all times.

Event guests, volunteers, and third-party contractors must park in an orderly fashion on the premises and may not block access to neighboring business or residential right-of-way. The City of Houston right-of-way on the east side (the alley) of the Fire Station must be kept completely clear at all times.

Guests may not use chalk or any other markers on the floors, walls, or any surfaces of HHA property. The use of said markers will result in the forfeiture of User’s additional deposit.

User

An additional deposit of \$1,000 in consideration of this “Food Truck” Addendum is required. When the HHA is satisfied that User has adhered to the provisions of the User Agreement and the “Food Truck” Addendum, the additional deposit will be refunded to User.

User must create a contiguous safety barrier measuring a minimum height of 42 inches and allowing a minimum 10-foot buffer zone around the food trucks and any other parking or recreational space.

User must employ a qualified security officer and said officer must be posted near the food truck at all times. Security officer’s name and contact information must be provided by User to the HHA more than two weeks prior to the commencement of the event.

Security officer’s name and contact info _____

The name of food truck operators and their phone numbers to contact during the event must be provided to HHA three weeks prior to the commencement of the event.

Names of food trucks, contact names & phone numbers _____

In the event User does not comply with these requirements, User will forfeit its security deposit and additional deposit. Any damages and/or expenses exceeding User's security deposit and additional deposit will be the responsibility of User.

Food Truck Operators

Food truck operators must provide liability insurance policy certificate to HHA for an amount no less than \$1,000,000 more than 48 hours before the commencement of the event.

All food trucks must be located outside the Houston Heights City Hall & Fire Station (the "Fire Station") structure and at least 20 feet from any buildings, automobiles, or other structures or objects located on or adjacent to the HHA property.

Food trucks must be in the Designated Food Truck Location identified on the attached site plat and must be supervised always by User and User's security officer.

Operators of food trucks will not be allowed to plug into HHA electrical outlets or use water (hose bibs or otherwise) for operational use.

A meeting is required between HHA, Food Truck Operator and User at least 48 hours prior to the commencement of the event to review the site restrictions and right-of-way. (See HHA site plat for legal right-of-way.)

Food truck operator may not use the dumpster or other trash receptacles on the premises for the disposal of food waste.

AGREED BY AND BETWEEN:

USER:

HOUSTON HEIGHTS ASSOCIATION:

Signature

Signature

Printed name / title or individually

Printed name

Company or organization

Title

Date

Date