

Facility Rental Policy

The Parties find the above recitals to be true and correct and incorporate them herein for all purposes.

The City grants the Renter the right to use and occupy the Venue on the Date(s) and Time(s) set forth above.

Renter understands and agrees that its right to use and occupy the Venue is subject to the following terms:

1. **PAYMENT.** The Rental Fee is due at the time Renter executes this Agreement. Any outstanding amounts and any additional charges incurred with respect to the Event will be charged to the Renter's authorized credit card.
2. **PAYMENT AUTHORIZATION.** A credit card is required to be on file regardless of payment method. Renter confirms his/her/its authority to authorize charges to the credit card on file. The Renter authorizes any outstanding or incidental amounts and/or charges owed to the City as of the date of the Event, or upon cancellation of the Event, to be charged to the credit card.
3. **CANCELLATION POLICY.** Renter may cancel the Event up to thirty (30) days prior to the first Date listed above for a full refund. Should the Renter cancel the Event for any reason fewer than thirty (30) days prior to the first Date listed above, Renter will pay City a cancellation fee of fifty percent (50%) of the Rental Fee.
4. **FLOOR PLAN AND CAPACITY.** The City reserves the right to determine the number of persons that can safely and freely move about the premises. The floorplan will be created by the City and the space will set according to instructions, prior to the Time In.
5. **SECURITY.** City is not responsible for any damage to or the loss of any personal property or articles brought into the Venue (including parking areas). Renter will jointly and severally liable for any damages resulting from any action or omission of Renter's attendees, guests, or participants. City reserves the right to determine the need for security personnel during the time of the Event. Renter shall pay all security costs.
6. **CONDUCT.** Renter is responsible for the conduct of the Renter's guests, attendees, and agents, and will be jointly and severally liable for all caused by their actions or omissions. Renters utilizing a third party to provide a service not provided by the City shall only use a party carrying insurance satisfying the City's insurance requirements. The City reserves the right to approve all third party contractors, such approval not to be unreasonably withheld, and all contractors must provide proof of adequate insurance. Renter's contracts with its contractors will all specify that such contractor and the Renter will indemnify and hold the City and its affiliates harmless from any and all damages or liabilities which may arise by such contractor or through its use. Damage to the Venue premises or liabilities which may arise by such contractors hired by Renter will be the Renter's sole responsibility. City reserves the right, with its officers and agents, including its public safety officers, to eject any objectionable person or persons from the building and premises (including parking areas); and in the event of the exercise of this authority.
7. **ALCOHOL AND TOBACCO.** Alcohol and tobacco are prohibited at the Woodway Family Center.

8. **FOOD AND BEVERAGE.** Renter must obtain City's approval of all food or beverage brought into the Venue prior to the Event. No food or beverage may be consumed on the gymnasium floor.

9. **DECORATIONS.** Open-flame candles, confetti, glitter, bird seed, silly string and faux flower petals are not allowed on the premises. Additionally, sparklers and fireworks are banned per city ordinance. All Renter decorations, furniture and equipment must be taken down and removed from the buildings at the end of the event. Failure to do so may result in additional fees. All items left at the conclusion of the event will be discarded and City shall not be liable in any way to the Renter on account of removing and discarding any such effects. Renter will not cause or permit the use of any nails, staples or tape to be used on any portion of the building (including walls, columns or rafters) nor cause or permit any change, alterations, repairs, painting or staining of any part of the building or the furnishings thereof. Renter shall pay the cost of repairing any and all injury and damage which may be done to the building or any of the fixtures, furniture or furnishings thereof by any act of Renter or guests, attendees and contractors. It is expressly agreed that the Superintendent shall determine whether any such damage has been done, the amount thereof and the reasonable cost of repairing, Renter is to be held fully responsible. Artwork, fixtures, furniture, equipment and other property belonging to the Woodway Family Center Event Facilities may not be removed, relocated or rearranged without prior approval.

10. **TRASH.** Renter will remove all food and perishable trash from the building, and shall be allowed use of the dumpster outside. Counters and sinks must be free of debris and all spills (including in any equipment) must be cleaned thoroughly and properly. Buildings, porches, veranda and grounds must be free of trash. Failure to leave the facility or premises in its original condition will result in additional fees.

11. **ADVERTISEMENT.** Renter shall not circulate or publish or cause to be circulated or published any advertisement, tickets, placard, or other written or printed matter wherein Venue's name or the City of Woodway is mentioned or referred to without first having obtained the written consent and approval of City; and all advertising material shall relate to the event, performance, or exhibition to be given in the said premises.

12. **INDEMNIFICATION AND RELEASE.** RENTER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF WOODWAY, ITS OFFICIALS, EMPLOYEES, AGENTS, ATTORNEYS, AFFILIATES, AND VOLUNTEERS, FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY FEES ARISING OUT OF OR RESULTING FROM CITY'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS ON THE PART OF THE CITY OF WOODWAY, ITS OFFICIALS, EMPLOYEES, AGENTS, ATTORNEYS, AFFILIATES, AND VOLUNTEERS. RENTER FURTHER RELEASES, DISCLAIMS, AND HOLDS HARMLESS THE CITY OF WOODWAY, ITS OFFICIALS, EMPLOYEES, AGENTS, ATTORNEYS, AFFILIATES, AND VOLUNTEERS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE FOR ANY REASON, INCLUDING WITHOUT LIMITATION LOST PROFITS OR GOODWILL.

13. **WAIVERS.** All participants of the event (or their parent or guardian, if participant is under the age of 18 years) shall sign and deliver to the City of Woodway a Waiver and Release of Liability in the form attached hereto as Exhibit A.

14. **INSURANCE.** Renter agrees to purchase, provide, and keep intact during the terms of the Agreement an insurance policy sufficient to cover the liability of the Event. If required by the City, Renter shall provide the City a certificate of insurance of such amounts and duration as the City may require, naming the City as an additional insured.

15. **MAN MADE OR NATURAL DISASTER.** Nether City nor Renter shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, war, terrorist act, strikes, lockouts, material or labor restrictions, damage to or destruction of Venue, or prohibitions or restrictions by any governmental authority. If the Event is cancelled as the result of a force majeure event, all payments shall be returned to Renter, less actual costs incurred by Venue in anticipation of the Event. City shall provide Renter with as much notice of the occurrence as is reasonably possible under the circumstances; and in the event of such occurrence, City shall not be responsible for any loss that might result and Renter hereby waives any and all claims for damages against the City of Woodway and its officers and employees on account thereof.

16. **LAW OBSERVANCE.** Renter shall comply with all laws of the United States, and of the State of Texas, McLennan County and the City of Woodway, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this Agreement in violation of any such laws, regulations, or ordinances on the part of said Renter, or of any person employed by or admitted to the said premises by said Renter. Violations shall constitute a breach of this Agreement and may result in its immediate termination. Should the City of Woodway terminate this Agreement for violation of this provision, the City of Woodway will not refund any fee paid for rental of the facility.

16. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, or unenforceable provision had never been contained herein.

17. Any matter not herein expressly provided for shall rest solely within the discretion of the City Manager or his or her designee.