



Holland Community Center  
(254) 657-2460

107 W. Travis St.  
Holland, Texas 76534

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## Holland Community Center Rental Agreement

Client: \_\_\_\_\_

Date of Rental: \_\_\_\_\_ Time of event: \_\_\_\_\_ Time in building: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Security Required: Yes / No

### I. Reserving Holland Community Center

- A. To reserve the Holland Community Center (the "Center"), a client must be 21 years of age or older.
- B. Reservations will be considered firm only when a Rental Agreement has been signed and approved by the City of Holland (the "City"), all fees have been paid in full, and all permits and other required documents have been submitted (specific deadlines for submission are indicated below).
- C. The signed Rental Agreement must be received within 10 days of booking the rental. If Client elects to change the date of their event within 10 days after booking the rental, the City will allow one reservation transfer to a new date, if available.
- D. If Client chooses to cancel his or her event less than 30 days in advance of the date of the event, all payments made prior to the date of cancellation are non-refundable. If Client cancels more than 30 days in advance, Client will receive a refund of his or her first payment **minus a 20% administrative fee**. The deposit will be fully refunded. If the event does not occur or is interrupted due to rain, lightning strike, power outages, tornado, hurricane, fire, flood or other disaster or event caused by nature or by a third party, the City shall not bear any responsibility or liability.



Effective June 11<sup>th</sup>, 2024

- E. Holland Non-profit clients must provide a copy of Holland non-profit status from the state of Texas.
- F. The Center may be reserved up to one year in advance. Reservations are accepted beginning at 8 a.m. at 102 W Travis Street or Client may call (254)657-2460.
- G. Official use of the Center will take precedence over any and all reservations that may be in effect in the event of an emergency (as determined by the City) requiring the group sheltering of Holland citizens or residents from the general area. Such pre-emption shall be without liability to the City for any and all damages that may result from the prior reservation.
- H. If Client does not follow rental procedures, including but not limited to damages and clean-up, Client will be denied future rentals.
- I. Client may obtain a key to the Center one business day prior to the rental date and must be returned the following business day or dropped in the lock box at City Hall at the completion of the event. Keys to the Center will not be issued without a signed contract agreement, all fees paid, and valid identification.
  - 1. Keys must be picked up Monday – Friday, 8 a.m. to 4:30 p.m. For rentals on Saturday, Sunday or a holiday, Client must pick up the key on the closest business day prior to the rental before 4:30 p.m.
  - 2. If the key is not picked up for the rental and the on-call employee is called out to open the Center, \$100.00 will be retained from the damage deposit.
- J. If you encounter a problem with the Center after business hours, on weekends, or holidays, you may call the Holland Police Department for assistance at (254) 657-8161

## **II. Additional Use Guidelines**

- A. Use of the Center does not in any way imply that the City endorses, encourages, or approves the purpose of the user.
- B. The City may add, replace, repair and/or remove certain improvements to or from the property, which may occur after this Agreement is executed. Client understands and accepts these possible changes to the improvements.
- C. Client understands that the Center accepts event bookings every day of the week. Client further understands they may not access the building other than their scheduled and paid for rental time.
- D. A timeline for Client's event must be provided to City Hall reservation staff at least one month prior to the event.
- E. The Center property cannot be accessed until the set start time of the Client's rental or other time as approved by City Hall reservation staff.
- F. For multiple day rentals, Client must vacate the Center and Center's premises at midnight.



- G. All music is limited to 72 decibels during the daytime and 65 decibels at night. All music must end by midnight unless Client receives prior written approval from the City.
- H. All tables, chairs, audio equipment, etc. are property of the City and shall not be removed from the premises at any time.
- I. Existing signs placed in the building by the City may not be removed or relocated. Any person found in possession of or damaging articles belonging to the City will be subject to proper legal actions.
- J. Smoking or Vaping of any kind is not permitted within the Center.
- K. Unauthorized intoxicants, drugs, and other controlled substances are strictly prohibited.
- L. The City reserves the right to evict any person from the Center if they are deemed to be a danger to themselves or others.
- M. Except for service animals, animals are not permitted on the premises. Only service animals will be permitted indoors.
- N. The City is not responsible for lost, damaged, or stolen personal items during the rental period.
- O. Glass bottles less than 1 quart in size, such as beer or soda bottles, are not permitted.
- P. Propane tanks are not allowed inside the facility, including those used for gas grills.
- Q. Music is permitted inside the Center only. Any outside music will require a special event permit from the City.

### **III. Setup and Decorations**

- A. Client is responsible for setup and breakdown of tables and chairs and their own items.
- B. All property, equipment, and decorations belonging to Client or Client's guests/vendors must be delivered, setup, and removed during the designated rental time. No items can be left on-site overnight.
- C. No signs or decorations will be nailed, taped, or permanently affixed to the Center walls, ceilings, windows, or floor. No adhesive materials, screws, nails, or staples will be allowed to attach decorations in the building which includes tables, chairs, and the floor.
- D. No decorations will be allowed to be hung/draped over the beams or attached to the beams.
- E. The use of synthetic or colored flower petals, confetti, rice, seed, glitter, Sparklers (outside only), or other similar items are not permitted. The use of incense or other fragrances is not permitted indoors.



#### **IV. Cleanup Requirements**

- A. Client will leave the premises, which includes the Center, courtyard, barbeque area, and landscaped areas immediately next to the Center, in the same or similar condition as when Client arrived.
- B. General cleanup is Client's responsibility. Client must make sure all decorations, food, beverages, rental equipment, and other items brought in by the Client or Client's guests or vendors are removed from the Center at the end of the event.
- C. Client shall make sure the Center is clean before leaving the event. This includes collecting and disposing of all trash from the facility, sweeping the floor, spot mopping, flushing the toilets, cleaning the kitchen, wiping down the tables and chairs and storing them in the appropriate manner and place and removing debris from the courtyard and the Center's premises. Trash can liners are provided as well as brooms and mops. Additional cleaning supplies may be needed to clean, and Client would be responsible for providing them.
- D. The Center's kitchen sinks do not have disposals and are not to be used for food disposal or waste of any kind. All materials shall be fully removed. This includes the removal of grease.
- E. All lights are to be turned off when the event is complete.
- F. All doors must be closed and properly latched and locked when the event is complete. Client agrees to pay for additional damages and cleaning caused from misuse or failure to properly lock the Center.

#### **V. Vehicles and Parking**

- A. There is not designated parking for the Center. All parking within City of Holland is first come first serve.
- B. Vehicles are permitted only in designated parking areas and paved roadways. Motorized vehicles are not allowed on walkways, patios, or grassy areas. No vehicles are allowed inside the building for any reason.

#### **VI. Included in the Rental Fee**

- A. 38 of Tables (6') rectangle tables.
- B. 300 Folding Chairs.
- C. The center is 90 feet long x 50 feet wide.
- D. The kitchen is equipped with one stove, one oven, one refrigerator, and one microwave. Utensils, cooking equipment, and linens are not provided.



- E. Garbage bags and trash receptacles are supplied.
- F. The Center is equipped with central heat and air and the thermostat is preset.
- G. Separate restroom facilities are available for men and women.

*Note: If additional tables, chairs, sound equipment, or any other equipment is needed, Client is responsible for renting them from a third-party vendor. All additional items must be removed from the Center and Center's premises by the conclusion of Client's rental time.*

**VII. Hours of Use**

- A. 7 a.m. – midnight
- B. 7 a.m. – 2 a.m. **for New Year's Eve only**
- C. Center is not available for rent on the 3<sup>rd</sup> Saturday in June – No Rental until after 11am

**VIII. Payment of Fees and Deposits**

	Whole Building	
	Full Day	½ day (5Hours)
Non-Residents Rental Rate	\$600	\$450
City of Holland Residents Rental Rate	\$500	\$350
Holland Non-Profit Rate	\$150	\$75

- A. Rental Fee – The City requires one half of the venue rental fee at the time of booking. This will be applied to the rental fee total. The balance of the rental fee is due **30 days prior** to the event. If the rental fee is not paid in full when due, the event will be cancelled, unless the City agrees, in its sole and absolute discretion, to extend or modify the deadline due to extenuating circumstances.
- B. Deposit – A deposit is required in the event Client incurs any Damage/Cleaning Fees, or After-Hours Fees. The deposit is due **at time of booking** to the event. If the deposit is not paid in full when due, the event will be cancelled, unless the City agrees, in its sole and absolute discretion, to extend or modify the deadline due to extenuating circumstances. Upon review of the security footage and examination of the building, the deposit will be refunded less any fees due to the City. The refund will be processed back by check within 30 days after the event date. If fees due to the City exceed the amount of the deposit, the City will invoice Client within 30 days of the event date for such additional fees, **plus a 20% administrative fee**. Payment is due within 30 days of the date of the City's invoice.
- C. Damage/Cleaning Fees – It is Client's responsibility to return the facility to pre-use conditions



after the event. If the City determines that the facility has not been returned to its pre-use conditions, Client will be responsible for the cost of the repair of any damages or for excessive clean-up charges. Fees to be charged will be for the direct costs of labor, materials, supplies, and equipment. Any Damage/Cleaning Fees will be withheld from the refund of the deposit, and Client will be invoiced for any additional fees in excess of the deposit in accordance with the terms of this Agreement.

- D. After-Hours Fees – If Client, Client’s guests, or Client’s vendors occupy the facility past one hour of the event rental period, Client will be charged **\$100 per hour** or any part of an hour. Any After-Hours Fees will be withheld from the refund of the deposit, and Client will be invoiced for any additional fees in excess of the deposit in accordance with the terms of this Agreement.
- E. Over-Capacity Fees – The maximum capacity for the Center is **650** Requests for additional guests will not be accommodated.

**IX. Payment Schedule**

- A. ½ Rental Fee – at time of booking                                 \$ \_\_\_\_\_                                 Due: \_\_\_\_\_
- B. ½ Rental Fee – 30 days prior to event                                 \$ \_\_\_\_\_                                 Due: \_\_\_\_\_
- C. Deposit – at time of booking   \$ 250   Due: \_\_\_\_\_

**X. Security**

- A. Security is required for all events serving or selling alcohol. Client must use the City of Holland Police Department (GPD) as security for the event.
- B. Security will be arranged by Holland Police Department, with 1 officer present for a minimum of 4 hours while alcohol is being served or sold. **Client is responsible for payment to the officer, in the form of cash or check, when they pick up keys to the Center. HPD currently charges \$60.00 an hour and a minimum of 4 hours.**
- C. Any fees for security, shall be paid pursuant to the terms of this Agreement. If payment is not received on the event date, fees will be withheld from the refund of the deposit, and Client will be invoiced for any additional fees in excess of the deposit in accordance with the terms of this Agreement.

**XI. Alcoholic Beverage Requirements**

- A. In the state of Texas, any person who provides alcoholic beverages to another may be responsible for the actions of that person, including injuries to persons or property. The City does not assume any responsibility for injuries arising out of any events.



- B. Individuals should use special care if alcoholic beverages are being served at the event.
- C. No alcohol shall be served to or consumed by individuals under the age of 21. Client's failure to comply, monitor, and enforce this law is grounds for terminating the event and forfeiting all deposits and fees. Injuries caused to any person as a result of alcoholic beverages being served and/or consumed by a minor on City property shall be the sole responsibility of Client, user, group, organization, its sponsors, or the adult representative.
- D. Selling Alcohol
  - 1. All sales of alcoholic beverages are to be made in compliance with the Texas Alcoholic Beverage Commission. Any Client who will be selling alcohol (i.e., cash bar, tickets, and drinks for a fee) is required to provide a license from the TABC. Liquor sales must, by law, be conducted by an entity licensed to do so by the TABC. If Client and/or seller are not licensed, Client must contract with a licensed party to conduct any liquor sales. Any questions regarding the need for and requirements for obtaining the appropriate TABC license(s) should be directed to the TABC.
  - 2. Client must provide a copy of the TABC license to the City 30 days prior to the event if liquor is to be sold. The TABC license must be posted in plain public view near the bar or any other location where liquor is being served during the event.
- E. City of Holland staff and security officers will have the authority to suspend the serving or selling of liquor and/or close the event. If it necessary for the City staff or the security officers to contact law enforcement for any disturbances caused by Client or guests, Client will be held liable for all police and other charges incurred by the City.

**XII. Vendor and Catering Requirements**

- A. Client's vendors are the responsibility of Client and must adhere to the terms and conditions of this Agreement.
- B. Catering vendors are permitted.

**XIII. Fire Requirements**

- A. This building is protected by a fire alarm system. The following procedures shall be observed at all times:
  - 1. No candles or open flames are permitted on the property.
  - 2. Pyrotechnics, smoke-generating devices, or faux smoke-generating devices are not permitted. Aerial firework shows are not permitted.



3. At no time shall fire protection devices be rendered unusable. This includes the blocking of fire extinguishers, the blocking of fire alarm pull stations, the covering of smoke detectors, and/or the covering of audio/visual alarm devices.
4. Decorations shall not be attached to any fire protection device.
5. Marked exits shall not be blocked.
6. If smoke alarms are activated due to the use of prohibited items and result in the call out of the Holland Volunteer Fire Department, Client will be responsible for all charges incurred by the Fire Department and the City.
7. In case of fire alarm activation, exit the building immediately in a safe manner. Re-enter only at the direction of Fire Department officials on site.

#### **XIV. Damages**

- A. Client is responsible for any damage caused to the premises by Client, Client's guests, vendors, independent contractors, or other persons, and Client will be required to pay for any repairs, the need for which will be determined in the sole discretion of the City, pursuant to the terms of this Agreement.
- B. The City is entitled to arrange for any necessary repairs of the Center at Client's expense. Client will be charged a Damage/Cleaning Fee equal to the cost of such repairs, which will be withheld from the refund of the Deposit pursuant to the terms of this Agreement. If the cost of such repairs is greater than the amount of the Deposit, Client will be required to reimburse the City for any such additional costs, **plus a 20% administration fee**, within 30 days of the City's written request for reimbursement, which will be accompanied by written verification of the amount of the expenses incurred.
- C. Security camera footage will be viewed prior to the deposit being refunded.
- D. Client will be liable for any physical damages and or legal actions that the City may incur as a consequence of the actions of Client or any of Client's guests, vendors, contractors, agents, invitees, and permittees while Client is in control of the premises, and Client shall indemnify and hold harmless the City of Holland, its officers, agents, and employees against any and all legal actions which may arise from Client's use of the premises.

#### **XV. Insurance Requirements**

Client shall agree to indemnify, defend, and hold harmless the City of Holland, its officers, agents, and employees from any and all liabilities, claims, losses, and expenses, including attorneys' fees and court costs and interest, in any manner caused by, of whatsoever kind of nature, arising out of, or in





connection with, use or occupancy of City property.

**XVI. Miscellaneous Terms**

- A. This Agreement constitutes the sole and only agreement between City and Client (each, a “Party” and together, the “Parties”) regarding the rental of Holland Community Center (the Center), as defined herein and supersedes any prior understanding or oral or written agreements between the Parties respecting the subject matter of this Agreement.
- B. This Agreement, and the rights and obligations of the Parties pursuant to this Agreement, shall be governed by the laws of the State of Texas. Venue for legal actions arising hereunder shall be in Bell County, Texas.
- C. Each clause and provision of this Agreement is severable. If any clause or provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, all other clauses or provisions of this Agreement will remain in full force and effect in such jurisdiction and will not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Agreement in any jurisdiction. If any clause or provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, such clause or provision will be restricted in applicability, reformed to the minimum extent required for such clause or provision to be enforceable or the Parties will amend or otherwise modify this Agreement to replace such clause or provision with a valid and enforceable clause or provision giving effect to the intent of the Parties.
- D. Neither action taken nor inaction pursuant to this Agreement will be deemed to constitute a waiver of compliance with any representation, warranty, covenant, or agreement contained herein by the Party committing such action or inaction. A waiver by any Party of a particular right, including breach of any provision of this Agreement, will not operate or be construed as a subsequent waiver of that same right or wavier of any other right.
- E. This Agreement will not be modified, in whole or in part, except by a written revision signed by both Parties and expressly identified as an amendment or modification. Any attempt by either Party through any document to vary any of the terms of this Agreement will be deemed void.
- F. In the event of Client’s breach of this Agreement, including but not limited to any non-payment of any past amounts due, Client shall be responsible for any costs to the City to recover any amounts owed, including any attorney’s fees and court costs.
- G. RELEASE. IN ADDITION TO ANY RELEASE FROM LIABILITY ABOVE, THE CLIENT ASSUMES FULL RESPONSIBILITY FOR ANY CLAIMS ARISING FROM CLIENT’S RENTAL OF THE CENTER AND/OR THIS AGREEMENT AND HEREBY RELEASES, RELINQUISHES, AND



DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CLIENT, OR ANY THIRD PARTY.

H. INDEMNIFICATION. IN ADDITION TO ANY INDEMNITY ABOVE, THE CLIENT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH CLIENT'S RENTAL OF THE CENTER AND/OR THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CLIENT, OR ANY THIRD PARTY.

*[signatures on the following page]*



I have read and understand this Rental Agreement and have paid all required fees for use of Holland Community Center that are due at this time. I understand my deposit will not be returned until security footage has been reviewed and examination of the premises shows no damages to the premises, including but not limited to the buildings, grounds, fixtures, or appliances. In understand and agree to pay for any additional fees incurred in excess of the deposit.

**CLIENT:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CLIENT CONTACT INFORMATION:**

Name: \_\_\_\_\_ Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**CITY OF HOLLAND:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

