



City of Plano
1520 K Avenue
Plano, TX 75074

P.O. Box 860358
Plano, TX 75086-0358
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plano.gov

RENTAL AGREEMENT

Date: _____

This agreement by and between City of Plano Environmental Education Center (EEC) and

Resident
Commercial (Circle one)
Civic Organization
Non-Profit

ORGANIZATION (Renter) _____

RESPONSIBLE PARTY _____

ADDRESS _____

Street _____

City _____ State _____ Zip _____

TELEPHONE _____

EMAIL _____

I agree to all terms and conditions of this agreement. I understand that I am the responsible party and cannot assign these rights to another person or entity. X _____
(Renter signature) (Date)

DAY/DATE _____

HOURS _____ (_____ hours) _____

FACILITY SPACE (Circle one) Meeting Room Only Meeting Room w/Kitchen Meeting Room w/Kitchen/Garden Garden Only
Meeting Room w/Audio-Visual Equipment Meeting Room w/Audio-Visual Equipment/Kitchen

TYPE OF FUNCTION _____ APPROXIMATE # OF GUESTS _____

FACILITY RENTAL FEE \$ _____ PER HOUR (After hours technical support add \$30.00 per hour)

Renter shall have the right of use to only the specified parts of the building and site as agreed upon above. Renter also agrees he/she will be charged a higher fee if he/she deviates from the conditions of this agreement and uses other parts of the facility or site than originally agreed upon. Renter agrees to pay the difference between the agreed upon fee and higher fee when requested by City of Plano.

Under this agreement renter promises to pay the City of Plano as follows: TOTAL RENTAL FEE \$ _____

50% Deposit Amount: \$ _____ Payable By: _____

IF NO DEPOSIT IS RECEIVED BY DUE DATE, CITY OF PLANO RESERVES THE RIGHT TO CANCEL RESERVATION.

Balance Due: \$ _____ Payable By: _____

DEPOSIT AND PAYMENT GUIDELINES: The undersigned agrees to pay City of Plano an initial deposit to hold reservations for the venues and services listed for the noted time and date. The remaining amount and any additional items not included in the original proposal shall be payable on the date and time the event is held.

If event is cancelled before thirty (30) days from its scheduled date, the initial deposit will be refunded in full. Any cancellation within thirty (30) days of the scheduled event will result in a forfeiture of the total amount of the initial deposit.

If the undersigned fails to meet these requirements, this contract will become null and void. A damage deposit to secure the cost of repairing any damage done to the premises, furnishings and equipment and/or cost of replacing any chairs, partitions, portions of the floor, etc., is required. Renter will deposit with City of Plano not later than the hour noted above for the payment of the remainder of the rent, the further sum of \$ _____ out of which the City of Plano may deduct the cost of any such repair, etc., and the remainder of which will be returned.

ALL ORDINANCES AND RESOLUTIONS OF THE CITY OF PLANO RELATING TO THE RENTAL USE, ETC., OF THE BUILDING REFERRED TO ARE A PART HEREOF.

This agreement has been executed by the above name Renter on the _____ day of _____, and has likewise as of the same date, been executed on behalf of the City of Plano, Texas.

City of Plano Representative

BY X _____
(Renter signature)

Title

TERMS AND CONDITIONS OF RENTAL

1. Renter acknowledges that he/she has fully inspected the premises and accepts them as suitable for leased purpose.
2. Renter agrees not to make changes of any kind to the premises, or to display any signs in or about the premises without prior written consent from City of Plano.
3. Renter shall not permit premises to be used for any purpose which would render the insurance void or create hazards that increase insurance risk.
4. The premises shall be under the charge and control of the City of Plano at all times and employees and representatives of City of Plano shall have unrestricted access and right of entry. City of Plano shall endeavor, however, to abide by Renter's direction in respecting use of entrances and exits during the time period covered by this agreement.
5. City of Plano shall not be liable for any injury to person or damage to property on or about the premises due to any cause whatsoever, and Renter agrees to indemnify City of Plano and hold it harmless from any loss, expense or claim arising from such injury or damage.
6. Renter shall comply with all governmental laws, ordinances and regulations and any regulations established by City of Plano applicable to use of the premises.
7. If, due to any breach of default of Renter's contract agreement, it shall become necessary for City of Plano to employ an attorney to enforce or defend its rights or remedies, Renter agrees to pay reasonable attorney's fees incurred by City of Plano.
8. The sidewalks, entrances, courtyard, passages and walkways of the premises shall not be obstructed by Renter or used for any purpose other than entry and exit.
9. City of Plano shall furnish the premises with heating and air conditioning, lighting, electricity, seating and sound system. City of Plano's obligation to furnish such services and facilities shall be limited to those that are reasonable and customary. City of Plano may impose additional charges for any special arrangements for Renter requests.
10. City of Plano reserves the sole and exclusive right to offer for sale in, on or about the premises any soft drinks, food, souvenirs, or other merchandise of any sort or grant others such concession right.
11. Renter assumes all responsibility for the behavior of all persons admitted to the premises or any portions of the building or grounds by the Renter or its representatives or employees. Renter agrees to employ at its expense the number of policemen deemed necessary by City of Plano for the protection of persons and property. City of Plano reserve the right to remove or instruct removal of any person(s) whose behavior is objectionable. Renter waives any right, claim or cause of actions against City of Plano arising from use of this authority and Renter further agrees to indemnify City of Plano and hold it harmless from any loss, expense or claim arising as a result.
12. Upon request by the City of Plano, Renter shall provide and maintain at its expense public liability insurance in the form and amounts satisfactory to COP, which shall protect City of Plano against all liability or claims due to injury to person or damage to property occurring in or about the premises during use by Renter.
13. Renter shall not sublet this lease or the premises or any part without City of Plano's prior written consent.
14. If Renter fails to promptly remove all of its property from, on or about the premises at the expiration of the rental period, City of Plano may, without liability to Lessee, take possession and store property wherever it see fit in its name or in the name of Renter, at Renter's sole expense.
15. In the event the Environmental Education Building or premises shall be damaged or destroyed by fire or other casualty thereby rendering it unsuitable, or in the sole judgment of City of Plano, impractical, this agreement shall terminate and any unearned rentals shall be refunded to Renter provided that Renter is at that time in compliance with the terms, conditions and covenants of the contract. Otherwise such unearned rentals may be applied by City of Plano toward any default of Renter, or retained as liquidated damages.
16. Renter shall not allow or permit alcoholic beverages to be brought in, consumed in or about the premises without written permission of City of Plano. Advertisements of alcoholic beverages may not appear in any printed program or other promotional material prepared by or in connections with Renter's use of the premises.
17. All advertisements in connection with Renter's use of the premises, including but not limited to admission tickets, window cards, radio and Television announcements and telephone solicitations are subject to City of Plano prior approval of form and content.