

CITY OF CONROE

FACILITY RENTAL APPLICATION/AGREEMENT

I. FACILITY DESCRIPTION

The Top of the Tower is located on the sixth floor of The Conroe Tower at 300 West Davis. Facilities include approximately 2,700 square feet of meeting/banquet space that can be divided in half, tables and chairs to seat approximately 120 people, a projection screen, and a full service kitchen. The room offers a spectacular view of the Conroe area and is ideal for business meetings, training sessions, receptions and banquets. There is an occupancy limit of 135 people with chairs and tables.

II. RESERVATION POLICY

The City of Conroe Finance Department (936-522-3033) will handle the reservations for the Top of the Tower. A non-refundable booking fee of \$50.00 and this signed lease agreement are due within 10 working days from the date the reservation is made. This booking fee will be considered part of the rental fee. Unless waived by the City Administrator, Finance Director, or his representative, a deposit is required to serve as collateral for damages or loss of City property. The rental fee and deposit must be paid in its entirety two weeks before the date of reserved use. Rental fees and deposits for reservations made within two weeks of the desired date of use will be due immediately. Reservations will be made on a first come/first serve basis. Cancellations must be made prior to two weeks before the reserved date to be eligible for a complete refund (with the exception of the \$50.00 non-refundable booking fee). All paid rental fees will be forfeited on cancellations not received prior to two weeks before the reserved date.

III. DEPOSIT REFUND

The deposit will be fully refunded within thirty (30) days of the rental date only after the City is satisfied that the use *did not*:

1. result in any damage to City property;
2. require additional cleaning services;
3. result in any theft of City property;
4. **VIOLATE ANY OF THE RESTRICTIONS IN SECTION IX**

If the City is not satisfied as such, all or part of the deposit may be retained by the City for compensation. The renter is responsible for reimbursing the City for damage or loss that exceeds the amount of the deposit.

IV. SERVICES INCLUDED

- Use of the room, the "Top of the Tower".
- Use of available furniture.
- Use of the kitchen.

V. **The lessee will hold the City of Conroe harmless for any liability arising from its use of the premises.**

VI. PARKING

Parking is available on Davis, Thompson and Phillips streets and any surrounding streets. A parking garage with the entrance on Simonton Street is also available. All official parking regulations apply.

VII. RENTAL FEES

Contact the leasing office for current rates.

VIII. ALCOHOL

Alcohol may be served in the Top of the Tower but it can not be carried in open containers and/or consumed in other parts of The Conroe Tower or parking areas.

IX. RESTRICTIONS

The following restrictions will help maintain the Top of the Tower and the Conroe Tower as a high quality meeting facility. Violating any of these restrictions may result in the City retaining the entire deposit or a portion thereof.

- a.) No Smoking anywhere inside the Conroe Tower.
- b.) No lighted candles are allowed inside the Conroe Tower.
- c.) No red punch or any other type of drink with red dye in it.
- d.) No glass containers allowed inside the Conroe Tower *or outside* on the property of the Tower.
- e.) Use of confetti is not allowed.
- f.) All tables, chairs, etc. shall be set up by the lessee and must be taken down and moved back to their designated storage area at the conclusion of the event.
- g.) The kitchen area must be left clean.
- h.) All carpeted areas must be vacuumed and carpet left clean.
- i.) No furniture, fixtures, decorations or equipment will be damaged or removed from the building.
- j.) During an event held outside of normal business hours, guests must remain on the sixth floor except to enter and exit the building.
- k.) No pets are allowed on Conroe Tower property, with the exception of those animals needed to assist visually impaired individuals.
- l.) No fire pull station will be activated unless an actual emergency has occurred.
- m.) **NO DECORATIONS ARE ALLOWED TO BE ATTACHED TO THE WALLS, CEILING OR WINDOW FRAMES IN BANQUET ROOM OR HALLWAYS.**

- n.) No banners, signs, etc. of any type may be displayed outside of the "Top of the Tower" meeting room. Nor shall any banners, signs, etc. of any type be made visible from outside of the building.
Example: Nothing on the windows.
- o.) All trash must be placed inside garbage bags inside trash receptacles located in the kitchen area of the Top of the Tower. If there is more trash than will fit inside the trash receptacles, that trash must be bagged and also placed inside the kitchen area.
- p.) The event must conclude and the building vacated by 1:00 a.m. Should this curfew be violated, an additional fee of \$100.00 per hour shall be assessed. (a minimum one hour fee)
- q.) Keys to the facility must be returned to the security officer on duty..

X. SECURITY

All rentals occurring after normal business hours will require security. The City will assign an officer or officers for the event at the lessee's expense. The number of officers required will be determined by the leasing representative. The security will be \$40.00 per hour per officer.

GUESTS ARE NOT ALLOWED TO ENTER THE BUILDING UNTIL THE SECURITY OFFICER ARRIVES AND THE DOORS ARE AUTOMATICALLY UNLOCKED FOR ENTRY.

XI. LESSEE INFORMATION

Lessee/Contact Name	
Address of Lessee	City, State, Zip
Business (Work) Phone #	Home Phone #
Description of Event	Number of People

XII. REQUESTED RENTAL DATE: _____

Circle the appropriate day(s) of the week: **Su M T W Th F S**

Starting time of actual event: _____ a.m. _____ p.m.
Ending time of actual event: _____ a.m. _____ p.m.

XIII. PURPOSE OF USAGE: (Initial the appropriate space below)

Public Function: _____ **Private Function:** _____

If Lessee's usage of the Top of the Tower is for a Public Function, the Lessee shall not prohibit, dissuade, prevent, or exclude any member of the public based upon or regarding, an individual's race, color, religion, sex, age, national origin, or disability. All public notices, advertisements, and announcements of the Public Function must not indicate that said function is endorsed or sanctioned by the City of Conroe and shall specifically state: ***"This event is not endorsed or sponsored by the City of Conroe."*** If Lessee's use or intended use is found to be in violation of this clause, this rental agreement shall be subject to immediate termination by the City of Conroe.

If Lessee's usage of the Top of the Tower is for a Private Function, the Lessee shall not advertise, promote, announce or open the event to the public, in any manner. If such event is determined to be open to the public, the Lessee must abide by the rules regarding a Public Function.

XIV. BOOKING/RENTAL FEE/DEPOSIT

Booking Fee: \$50.00 (NON-REFUNDABLE)	Due By: _____
Rental Fee: _____ Less Booking Fee (if applicable)	Due By: _____
Deposit: _____	Due By: _____

Security Required:
Yes _____ No _____ (Security Fees are \$40 per hour each officer during actual event)

XV. SIGNATURE: *I have read and received a copy of this rental agreement and agree to abide by its provisions.*

Signature	Date
Printed Name	