



Cypress Creek

Christian Community Center

DATE

NAME

Dear _____,

Thank you for choosing Cypress Creek Christian Community Center as the location for your upcoming event. This letter will acknowledge your reservation request by the Executive Director of the Community Center as provided for under Article 5.01 of the Community Center's Bylaws. Your reservation of the facilities and dates listed below is confirmed subject to the execution of the attached Facility Use Agreement. Please note that the Community Center opens at 8:00 a.m. and closes at 10:00 p.m. unless an event is scheduled per your agreement that lasts beyond 10:00 p.m.

The buildings/rooms reserved are as follows:

Saturday, May 13, 2017	Forum Auditorium	2:00 p.m. - 5:00 p.m.
Saturday, May 13, 2017	Forum Activity Room	2:00 p.m. - 5:00 p.m.

The fee for the rental of the Forum Auditorium is \$66.00 per hour for this event. The rate for sound and light services is \$66.00 per hour. Event Staff and maintenance charges of \$110.00 are assessed. Occupancy for the Forum Auditorium is 290 and the Activity Room is 100.

The total for this booking is: \$_____.

A nonrefundable Reservation Fee in the amount of 10% of the above stated total must accompany the executed Facility Use Agreement. Full payment of the total is due seven days prior to your event.

Please execute and return the Facility Use Agreement and the setup instructions to the Community Center office within 10 days from the date of this letter. Both the executed agreement and total payment must be received within one week prior to your using the facilities.

In the interim, if you have any questions regarding this reservation, please contact the Community Center's Event Coordinator or Executive Director at 281-376-7121.

Very truly yours,

Norma A. Lowrey
Executive Director

FACILITY USE AGREEMENT

This Agreement is made between Cypress Creek Christian Community Center, hereinafter referred to as "the Center" and _____, hereinafter referred to as "the Renter/User Organization."

WITNESSETH

This Agreement includes the terms and conditions of rental and usage of facilities at the Center located at 6823 Cypresswood Drive, Spring, TX, 77379.

I. Reservations, Fee Payments and Facility Use Agreement

- A. All reservations for use of the facility shall be made through the Center's office between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. An executed copy of this Facility Use Agreement is required and will be kept in the Center's files.
- B. A Reservation Fee (nonrefundable) of 10% of the total fee of the booking must accompany the executed Facility Use Agreement to guarantee the date requested.
 1. The Reservation Fee is nonrefundable.
 2. The purpose of the Reservation Fee is to offset administrative costs associated with the process and handling of the facility rental, as well as, to make the facility unavailable to others who may be seeking rental use during the same period.
 3. The Reservation Fee will not be returned if an applicant cancels the event.
- C. Reservations are processed on a first come, first serve basis. Upon execution of the Facility Use Agreement and payment of the Reservation Fee, the facility shall be considered reserved by the Renter/User Organization. Reservations are required 15 days in advance.
- D. The Facility Use Agreement is valid only upon the Renter/User Organization's signature and after the Center is in receipt of all fees due.

II. Cancellations

- A. Written notice to cancel a reservation must be received by the Event Coordinator no later than 14 calendar days prior to the reservation date.
- B. The Reservation Fee will not be refunded in the event of a cancellation.
- C. If cancellation of an event occurs and the full amount of the booking fee has been paid to the Center, the following refunds will be made:
 1. At least two months before the event – Full refund minus the Reservation Fee
 2. At least one month before the event – 50% of the booking fee minus the Reservation Fee
 3. Two weeks before the event – No refund.

- D. If the event is cancelled by the Center due to a situation that makes the facility unusable, a full refund will be given to the Renter/User Organization.

III. Rental Fees, Rental Period, Set Up and Cleanup

- A. Rental fees for the rooms or areas designated for this event are more fully described in the attached cover letter, which is a part of this agreement.
- B. The facilities are typically available Monday through Saturday between the hours of 8:00 am and 10:00 pm. However, the Center reserves the right to limit the days and hours of availability of any facility at its discretion.
- C. The rental period includes the time required for decorating and other set ups and cleanup of the facility. All time used beyond the paid rental period will be charged to the Renter/User Organization at the stated rate.
- D. Renter/User Organization agrees to provide the Center's Event Coordinator or Executive Director with all set up instructions and an estimated number of participants on the attached set up sheet no later than 14 days prior to the event.
- E. No extra time will be allotted at the end of the rental period for cleanup. Renter/User Organization acknowledges that the facility must be vacated and cleaned by the time the rental period ends.
- F. Renter/User Organization is responsible for the removal of all items he/she brought into the facility. It is not the Center's responsibility to return left over items to the Renter/User Organization and the Center bears no responsibility for lost items.
- G. All trash and waste are to be properly disposed of. Renter/User Organization agrees to leave the facility clean and free of any trash on the floors or tables.

IV. Multiple User Issues

- A. Renter/User Organization acknowledges that there may be other reservations within different rooms within a building that may be occurring simultaneously.
- B. The Center will try not to locate an incompatible use in an adjacent room and will disclose to the prospective Renter/User Organization the nature of the existing reservations so that the Renter/User Organization may make an informed decision on renting the facility.
- C. All Renter/User Organizations and guests are to be respectful of any other users of the multi-room Center facility and do not have exclusive use of the facilities. Others have paid rental fees as well, and, have mutual rights to such amenities as parking and restrooms.
- D. If a problem is experienced with another mutual Renter/User Organization, the Center's on-site staff person must be notified.

- E. So as not to interfere with other on-going activities/programs, users are to remain in assigned areas, and Renter/User Organizations are responsible for counseling and controlling their guests and preventing their access to non-booked rooms or other area even if they are unsecured.

V. On-Site Staff and Police Officer

- A. A Center staff person will be on-site during the rental to assist with air conditioning, lighting, etc. and to insure the Renter/User Organization's compliance with stated policies.
- B. The Center reserves the right, at its sole discretion and in the event that a large amount of cash or valuables will be on-site, to require the presence of a Police Officer for security purposes. If the Center determines the presence of a Police Officer is necessary to protect the public's health and safety, the Renter/User Organization shall be responsible for the additional fees associated with the Police Officer's time at \$30 per hour with a minimum of 4 hours, subject to change Center staff and/or the Police Officer have the authority to eject individuals for rowdy, destructive or inappropriate behavior and to immediately terminate the Facility Use Agreement due to just cause.

VI. Traffic and Parking

- A. Caution must be taken to prevent harm to pedestrians and/or damage to vehicles. Renter/User Organization and its guests must obey all traffic signs and adhere to Texas traffic laws.
- B. Renter/User Organizations are required to park in the designated parking areas west and south of the buildings accessed by the road leading from York Minster behind the Center as noted on the attached map of the facility. Blocking of entrance ways, drop off areas and loading areas is prohibited.

VII. Food Service Area Facilities

- A. Cooking is not allowed in any facility unless within a microwave oven with prior approval from the Center. All food should be prepared prior to the rental.
- B. Renter/User Organization must provide all items needed for serving and proper cleanup. The Center does not provide pots, pans, potholders, cups, glasses, plates, utensils, or other preparation and serving items.
- C. Absolutely no beverages with red food coloring or chewing gum are permitted. Type of refreshments to be served must be approved by the Center Administration.

VIII. Decorations, Signs and Other Similar Materials

- A. Decorations, signs and other similar materials are permissible and maybe attached to the walls with blue painters tape. No scotch tape or masking

tape or any form of adhesive, push-pins, tacks or nails may be used on walls.

- B. The use of glitter or confetti is permitted in any non-carpet area, provided that the Renter/User Organization cleans the floor at the end of the rental period.
- C. The hanging of any items from the ceiling in any facility is prohibited.
- D. The use of helium balloons is prohibited in the Forum Auditorium and the Centrum.
- E. No interior or exterior signage may be displayed by the Renter/User Organization without the approval and consent of the Center. Approved signage may be displayed only at the location(s) specifically designated in the approval.
- F. Center owned items shall not be removed from the facility or from the walls, including but not limited to pictures, notices, seasonal decorations, artificial flowers and plants, small tables, lamps, etc.
- G. All printed material or newspaper/media publicity listing the location of the event should be referenced as follows:

CYPRESS CREEK CHRISTIAN COMMUNITY CENTER
6823 Cypresswood Drive
Spring, Texas 77379

A copy of the printed material should be provided to the Center's Event Coordinator prior to the event. At no time and under no circumstance should the Center's telephone number be given as the number to call for any information, etc. regarding the event.

IX. Prohibited Activities and Items

- A. The following activities and items are strictly prohibited: possession or use of alcoholic beverages; possession, distribution, or use of illegal drugs; use of tobacco products unless within designated smoking areas; candles; animals and pets, with the exception of service animals; weapons of any kind; gambling; horseplay and other activity which may cause injury; sitting or standing on tables or chairs; and any other activity which the Center deems inappropriate.

X. Additional Renter/User Organization Responsibilities

- A. The Renter/User Organization is responsible for the conduct and action of its guests and for controlling their behavior in and around the facility. This includes prohibiting horseplay and running in any of the rooms, to keep children under control at all times, and to keep guests and children out of any areas not included in the reserved area(s).

B. It is the Renter/User Organization's responsibility to:

1. Station a person in the organ area of the Forum Auditorium/Centrum to see that children do not play in that area or damage the organ. Renter/User Organization will be responsible for any damage done to the instrument during the rental hours.
2. Report any damages or malfunctions to the on-site Center staff member as soon as it occurs or is discovered.
3. Abide by the maximum occupancy rates set by the Fire Marshall for any/all rooms rented, as indicated in the attached letter authorizing the use of the facility.
4. Comply with all normal safety practices, as all risky, dangerous or illegal undertakings are strictly prohibited.
5. At the time of application, Renter/User Organization that anticipates more than 100 guests at its event, shall provide the Community Center with a Certificate of Insurance evidencing the following insurance coverages, showing the Community Center as additional insured: general liability insurance including products, completed operations, independent contractors and contractual liability coverages with aggregate, occurrence and personal injury limits of \$1,000,000; fire damage limits of \$500,000 and medical payment limits of \$5,000. All policies shall contain an endorsement stating that the insurance company shall not terminate the policy or change any coverage therein prior to the policy expiration date without notifying the Community Center, by registered mail, at least 30 days prior to such termination.

- C. Renter/User Organization agrees to protect, defend, indemnify and hold Center, its Governing Board, Cypress Creek Christian Church (the "Church") and its employees harmless from and against any claim or claims, causes of action, judgments, court costs, reasonable attorney fees, and any and all expenses directly related to such claim, asserted or claimed by lessee, its directors, officers, employees, or invitees on account of injuries suffered by, or death of person or persons, or damage to or loss of any property in any way resulting from or related to its use of the facilities.

XI. Center's Rights and Discretions

It is the Center's right to:

- A. Refund, cancel or reschedule a reservation in its sole discretion.
- B. Approve or deny Renter/User Organization's request to rent any of the Center's facilities and to reject any items Renter/User Organization requests to bring into the facility or onto the premises.

- C. Terminate the Facility Use Agreement with just cause. "Just Cause" shall mean, in the Center's sole discretion, any act or action which may damage the property, create a nuisance, violate County codes, State or Federal law, or which creates a danger or risk to the public, and to remove from the premises any individual or group due to damage to the facility, disturbing the peace or disruptive or inappropriate behavior, and, to refuse future bookings to individuals or groups that have been expelled from a facility or caused damage to a facility.
- D. Request the Renter/User Organization to pay for the presence of a Policy Office for such events that may warrant the need for additional security measures, such as but not limited to, large meetings, proms, concerts or dances.
- E. Have Church sponsored programs, events, activities and classes as a priority over all other requests for use. All other rental events may be scheduled on a date that does not conflict with a Church event.
- F. The Center, its officials, agents and employees are not responsible and will not be held liable for loss or damage to personal property or accidents, personal injury or death that occurs by the negligence of others during the use of the facility. Any accident or injury must be reported to the Event Coordinator or Executive Director in writing within 24 hours.
- G. Rental to groups primarily composed of minors (under the age of 18) will be issued only to adults over the age of 25 who accept responsibility for supervising the minors through the rental period. The Center requires an appropriate number of chaperones based on the number of minors in attendance. Any activities dealing with minors shall cease by 10:00 pm.
- H. The Center has the discretion to block out time periods between rentals to allow for cleanup and to limit the days and hours of the rental period due to holidays.

XII. Penalties

- A. A damage fee of \$50 per incident will be charged to the Renter/User Organization for violation of any Facility Use policies incorporated herein.
- B. A fee of \$100 per hour will be assessed for failure to vacate timely.

Date: _____	Time: _____
Space: _____	Amount: _____
Date: _____	Time: _____
Space: _____	Amount: _____

Total Booking Fee: _____

Nonrefundable Reservation Fee: _____

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of all rules and regulations related to the use of the facility that he/she has agreed to rent and understands that he/she is bound by these rules and regulations herein. In the event the Renter/User Organization is a Texas corporation, the undersigned affirms that he/she has the express authority to sign on behalf of the corporation.

Renter/User Organization's Printed Name

Renter/User Organization's Signature

Norma A. Lowrey
Center's Executive Director

CYPRESS CREEK CHRISTIAN COMMUNITY CENTER

FACILITY USE POLICY

The buildings and properties of the Church as managed by the Community Center shall be available for rental under conditions prescribed or permitted by law and in accordance with the adopted policies of the Board of Directors of the Community Center.

All Renters/User Organizations that seek to use Community Center facilities shall be subject to the following conditions:

1. A request for the use of the building for a designated purpose shall be made on a Facility Use Agreement prepared by the Community Center and approved by the Executive Director of the Community Center.
2. All buildings shall be opened at 8:00 a.m. and closed by 10:00 p.m.
3. Any Renter/User Organization requesting the use of Community Center facilities shall apply for use no less than 15 days before the requested date so that arrangements can be made.
4. Any Renter/User Organization using Community Center facilities shall designate one person in charge of and responsible to the Executive Director of the Community Center.
5. No alcoholic beverages, illegal drugs, beverages with red food coloring, chewing gum, or tobacco are allowed on Church/Community Center property.
6. No interior or exterior signage may be displaced by the Renter/User Organization without the approval and consent of the Executive Director of the Community Center. Approved signage may be displayed only at the location(s) specifically designated in the approval.
7. No scotch tape or masking tape or any form of adhesive, push-pins, tacks or nails may be used on walls. Blue painter's tape is the only material approved for use on Community Center walls, floors or other surfaces. A damage fee of \$50 per incident will be charged the Renter/User Organization for violation of this important policy.
8. Any use of Community Center facilities shall be at the Renter/User Organization's own risk. Any equipment or materials left on the Community Center facilities are the responsibility of the Renter/User Organization and left at the risk of the Renter/User Organization. The Community Center will not be held responsible for any loss, theft, or damage of Renter/User Organization's equipment or materials.
9. Persons and/or organizations using Community Center facilities shall be responsible to the Community Center for any and all damages to Community Center facilities and/or equipment and specifically agree to indemnify the Church and the Community Center against any and all claims
10. Persons and/or organizations using Community Center facilities shall comply with all national, state, and local laws, and all Community Center policies.

11. The primary parking areas for the Community Center are those to the west and south of the buildings, as the south library parking lot, accessed by the road leading from York Minster behind the Community Center. See attached map.
12. Renter/User Organization agrees to provide the Community Center Event Coordinator or Executive Director with all setup instructions and an estimated number of participants no later than one week prior to the event. See attached setup instructions.
13. All printed material or newspaper/media publicity listing the location of the event should be reference as follows:

Cypress Creek Christian Community Center
6823 Cypresswood Drive
Spring, TX 77379

At no time and under no circumstances should the Community Center telephone number be given as the number to call for any information, etc. regarding the event.

14. The Community Center will not discriminate against any Renter/User Organization based on gender, race, color, ethnicity, national origin, age, religion, disability or health status, sexual orientation, gender identity, marital or familial status, pregnancy, military service or any other legally protected characteristic.
15. These policies are incorporated in and made a part of the Facilities Use Agreement which terms have been received, reviewed and agreed to.

Renter/User Organization

Date