

BUFFALO CONVENTION AND TOURISM CENTER
Facility Rental Agreement

Client Information

Name: _____

Organization: _____

Address: _____

Phone: _____

Email: _____

Type of Event: _____

Date(s) and Times of Event:

Day/Date: _____

Time: _____

Day/Date: _____

Time: _____

Reservations

Reservations must be made at least thirty (30) days in advance. Any reservations made within thirty (30) days will be subject to approval by the City of Buffalo (the "City").

Confirmation of the reservation shall occur only after this Facility Rental Agreement (the "Agreement") and the Security Deposit is received by the City.

Payments may be made by cash, check or credit/debit card at time of booking, unless prior arrangements are made. Make checks payable to the City of Buffalo. Reservations less than ten (10) days in advance require cash or credit payment.

Security Deposit and Fees

Security Deposit and Rental Fee must be paid thirty (30) days prior to the date of event.

Rental Fee:	\$ 50.00 per hour / \$200.00 full day
Security Deposit:	\$ 200.00
Set up Fee (if needed):	
- Up to 6 tables	\$ 0.00 (included in Rental Fee)
- 7 to 12 tables	\$ 100.00
- More than 12 tables	\$ 15.00 per table
<i>(each table has 8 chairs)</i>	
A/V Equipment Rental/Use:	\$ 50.00
Kitchen	\$ 50.00 (Any access to kitchen)
Supplies	\$ 50.00

Returned Key Signature _____

Date _____

Charges begin at the time the first person associated with the event enters the reserved facility and end at the time the last participant leaves the facility. The reserved event times must include time needed by the Client and/or Client's designee to set up the event space. This includes Client's own AV setup, distribution of materials, event registration, decorating, deliveries, catering, and any other related functions that require Client time to administer. Final event charges will be calculated to the closest half-hour from entry to exit.

All set-up and A/V equipment details must be confirmed in writing by Client to the Buffalo Convention and Tourism Center Office a minimum of ten (10) business days prior to the event. City staff, upon request, will set up and takedown all facility tables and chairs.

City staff will perform a walkthrough after the event to ensure that no damage has occurred and the facility is clean.

- Cleaning includes taking trash out to dumpster(excluding the bathroom trash) located at parking area, wiping down all tables and chairs, and floors swept. The convention center must look in the same condition it was rented out.
- If kitchen is rented, make sure all appliances (dishes, and utensils) are cleaned and returned to proper location.
- All counters need to be cleaned and wiped down.
- If the stove or oven is used please make sure it is cleaned and wiped down.

Deposit will be returned to client within 30 days after event if no damages were incurred or cleaning is required. Should there be any findings the client will be notified promptly. In the event that City property has been damaged or cleaning is necessary, the Client will accept the City's estimate of the amount incurred. **The cost of any repairs and/or cleaning deemed necessary will be charged to the Client's Security Deposit. The minimum cleaning fee is \$200.00.** Should the cost of repairs or cleaning exceed the amount of the Security Deposit the client will receive an invoice for said charges, which will be due within 15 days of the date of the invoice. Effective 30 days after invoice date, any unpaid balance will bear a finance charge of 18% per annum and future applications will be accepted on a pre-payment basis only.

Client is responsible for any damage to the facility caused by the Client or its employees, agents, volunteers, representatives, guests, attendees, service providers or any other individuals connected with Client's event.

Client may be required to procure and maintain in force at the time of the event(s), without expense to the City, a public liability insurance policy, covering bodily injury and property damage, with limits of not less than \$1,000,000 per occurrence. Client must provide the City with a certificate of such insurance 30 days prior to the event.

Facility Use Rules and Regulations

All Clients, participants and/or users must adhere to the following facility rules and regulations:

1. Client must be at least 18 years of age to secure a reservation. Each client must designate one person as the contact who will have final responsibility for decisions.
2. Maximum capacity of the facility is 200 people.
3. All events must end no later than 12:00 a.m. (midnight).

4. Sufficient, competent adult and/or special supervision must be provided by client at the client's expense.

5. No reservation is confirmed until an executed Facility Rental Agreement is on file and the entire Security Deposit is received by the City.

6. Outside food/beverage are permitted at Buffalo Convention and Tourism Center with prior approval.

7. Alcoholic beverages are NOT permitted on the premises.

8. Smoking is prohibited in the building. Smoking is allowed on the parking lot only. Smoking items must be disposed of in the proper containers.

9. The use of controlled substances and weapons are prohibited inside and outside the building.

10. Client is solely responsible for compliance with all laws, rules and regulations pertaining to controlled substances and weapons at their event.

11. Open flame is strictly prohibited. Enclosed votive, tea lights, floating candles, and chafing dishes are acceptable. Pillar or taper flame must be enclosed by hurricane glass or other approved enclosures.

12. The use of sparklers, fireworks, or pyrotechnics inside or outside of the building is strictly prohibited.

13. Pins, tacks, nails or other puncturing devices are prohibited. Scotch, masking, duct tape and glue are not permitted on any surface. All other adhesives must be approved.

14. Sand or any substance that causes litter or debris inside or outside is prohibited.

15. Hazardous chemicals and materials are prohibited.

16. All transport carts are restricted to soft rubber wheeled vehicles.

17. The use of barbeques or other outdoor cooking equipment must be pre-approved and may only be operated in designated areas. Fuel of any kind may not be stored inside the building at any time.

18. All personal materials, equipment, and furnishings must be removed at the conclusion of the event.

19. The Buffalo Convention and Tourism Center and/or the City of Buffalo is not responsible for damaged, lost or stolen items. Found items may be held for up to fifteen (15) calendar days after the event.

****Violation of these provisions may result in additional charges for cleaning and damages.****

Cancellation Policy

The Client must notify the Buffalo Convention and Tourism Center in writing, if it becomes necessary to cancel the reservation. The deposit will be fully returned upon a 30 day written cancellation notice before the event. The full deposit is forfeited on cancellations less than 30 days prior to the event.

The City reserves the right to deny or cancel any event in an emergency situation or if it is deemed by the City that persons or property might be endangered and/or the event might in any way be prejudicial to others or not in the best interest of the Buffalo Convention and Tourism Center or the City.

If the event must be postponed due to an emergency situation, the event may be rescheduled on a space available basis and at the discretion of the City. The Security Deposit will be transferred to the new booking. The City is not liable for any costs incurred by the Client, as a result of such cancellation.

The City may close down an event if it is determined that Client or Client's use of the facilities is in violation of this Agreement. The Buffalo Police Department has the authority to close down an event at any time if determined it is in the best interest of public safety and necessity.

INDEMNIFICATION AND LIABILITY

THE CLIENT SHALL BE HELD RESPONSIBLE FOR ANY AND ALL LOSS, ACCIDENT, NEGLIGENCE, INJURY, OR DAMAGE TO PERSON, LIFE, OR PROPERTY, AND CLAIMS WHICH MAY BE THE RESULT OF, OR MAY BE CAUSED BY, THE CLIENT'S OCCUPANCY OR USE OF THE FACILITIES OR FACILITY. CLIENT HAS BEEN GIVEN AN OPPORTUNITY TO INSPECT FACILITY PRIOR TO THE EVENT AND ACCEPTS, DISCHARGES, AND RELEASES, AND SHALL PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND EACH OF ITS EMPLOYEES, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES, FROM ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, OR DEMANDS INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, WHICH MAY ARISE FROM ANY INJURIES, DEATHS, AND DAMAGE TO PROPERTY ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO CLIENT'S OCCUPANCY OR USE OF THE FACILITY AND THE ADJOINING AREAS, INCLUDING THE PARKING LOTS, EXCEPT IF DUE TO CITY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

I have read, understand, and agree to all the terms as stated in this Agreement.

Client Signature: _____ **Date:** _____

City of Buffalo: _____ **Date:** _____

Contact Information: City Of Buffalo
812 N. Buffalo Ave.
Buffalo, TX 75831
(903) 322-4741