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 with tables and chairs to seat approximately 135 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 or his representative or the Facilities Manager, 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 lessee did not:
1. Create any damage or theft of City property;
2. Serve red or dark beverages that will stain the carpet
3. Require additional cleaning services;
4. Damage walls from hanging decorations or confetti used.
5. Leave personal property in the room, kitchen or hallways that would interfere with upcoming rentals
6. Leave rented equipment for outside vendor pickup
7. Require after hours elevator repair service due to jumping in elevator or dropping items into the shaft.
8. Violate any of the restrictions in Section IX
ANY VIOLATIONS OF THE ABOVE MENTIONED WILL AUTOMATICALLY FORFEIT THE DEPOSIT.

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 banquet room, the “Top of the Tower”.
- Use of available furniture.
- Use of the kitchen.
- Use of projection screen and podium with microphone

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.

USE OF AUDIO/VISUAL EQUIPMENT (WIRELESS MICROPHONE, PROJECTOR AND SCREEN) $50.00 PER DAY

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 or lighted candles anywhere inside the Conroe Tower.
b.) No glass containers allowed inside the Conroe Tower or outside on the property of the Tower.
c.) Use of confetti, rice or bird food is not allowed.
d.) 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.
e.) The kitchen area must be left clean.
f.) All carpeted areas must be vacuumed and carpet left clean.
g.) No furniture, fixtures, decorations or equipment will be damaged or removed from the building.
h.) During an event held outside of normal business hours, guests must remain on the sixth floor except to enter and exit the building.
i.) No pets are allowed on Conroe Tower property, with the exception of those animals needed to assist visually impaired individuals.

j.) No fire pull station will be activated unless an actual emergency has occurred.

k.) **NO DECORATIONS ARE ALLOWED TO BE ATTACHED TO THE WALLS, CEILING OR WINDOW FRAMES IN BANQUET ROOM OR HALLWAYS.**

l.) 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.

m.) All trash must be placed inside garbage bags inside trash receptacles located in the kitchen area. If there is more trash than will fit inside the trash receptacles, that trash must be bagged and also placed inside the kitchen area.

n.) 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)

o.) 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  Due By:_____________________

Deposit:     _______________   Due By: ____________________

Security Required:

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

Security Fee:________________________

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

____________________________________________________________________

Signature      Date

______________________________

Printed Name