

INTERMODAL TRANSPORTATION CENTER
COMMUNITY ROOM RENTAL AGREEMENT

This Agreement is between the Fort Worth Transportation Authority, 1600 E. Lancaster, Fort Worth, TX 76102, a regional public transportation authority (“Lessor”) and _____ (“Lessee”) for the rental of the Fort Worth Intermodal Transportation Center Community Room(s) A and/or B, located at 1001 Jones Street, Fort Worth, Texas (the “Meeting Room/s”), for one (1) day, _____, for the purpose of _____ (the “event”), subject to the following terms and conditions:

1. Lessee will pay the sum of _____ and No/100Dollars (\$) _____ as rental for the use of the meeting room as stated above. A security deposit of 50% of the rental fee is to be paid at the time of reservation and execution of this rental agreement. The balance is to be paid in full at least two weeks prior to the event. (See rental rates on page 3 of this Agreement.)
2. Lessee must inspect the premises immediately prior to the event and accept the Meeting Room/s and facilities in their present condition. Additionally, Lessor shall not be liable for personal property left on the premises and shall be indemnified from and held harmless by Lessee for any injuries to persons or property of Lessee, its guests, representatives, invitees, licensees, contractors and/or employees.
3. Lessee shall return the Meeting Room/s in the same condition as prior to the event. The Meeting Room/s should be left “clean.” All trash must be placed in provided receptacles. Lessee will not be required or permitted to vacuum or mop the floors. However, see paragraph 14, below.
4. No smoking shall be permitted in any part of the building.
5. Lessee and Lessee’s guests, caterer or contractor will not tamper with the thermostat or the electrical panels. The thermostat is pre-programmed and cannot be changed.
6. For catering, **unless used by an insured caterer (in which case documentation must be provided)**, fuel powered warming devices such as sterno or propane warmers are **not** permitted inside the building. Electric warming devices only are permitted.
7. No games, which are prohibited by any city ordinance, state or federal law shall be played in the Meeting Room/s, on the parking lots or in adjacent streets.

8. Students or any groups of minor age, who desire to rent the Building, must have an adult sponsor, who is approved by the Lessor, sign this Agreement as a party to the Agreement.
9. Any breakage or damage to the ITC caused by the Lessee or any person permitted access to the premises by the Lessee shall be the responsibility of the Lessee and the cost of repairing such breakage or damage shall be reimbursed to Lessor.
10. If Lessee, its guests, contractor, caterer or representative raises the window coverings, they shall lower them prior to leaving the Meeting Room/s at the end of the event.
11. All food or liquid spills must be cleaned immediately. Spills shall be cleaned immediately with clean water and dried with a clean towel to prevent slipping and/or falling and to prevent damage to the surfaces. Lessee shall not use any cleaning chemicals on the floor. Lessee shall supply towels required for cleaning spills.
12. No rice, seeds, petals, confetti, silly string or bubbles shall be thrown or used inside the ITC. Helium filled balloons are not permitted. (If helium balloons are brought in and they escape and become hung in the light fixtures, Lessee will be responsible for reimbursing the T for cost of the rental of a hydraulic lift and labor for removal of the balloons.)
13. Tables and chairs for 120 people (20 72" rectangle tables, which seat 6 each) are available with rental of the Meeting Room/s. Table linens are not included.
14. A catering kitchen is not available at the Building; however a small kitchen with a sink, refrigerator, dishwasher, and microwave oven is available. There is no ice machine. Lessee is permitted to contract with an outside caterer for the event, in which case the caterer must be approved by the FWTA. All ice, food, beverage items and trash shall be removed from the room, kitchen, and refrigerator at conclusion of the event.
15. Lessee may not attach, with adhesive, tape, string, ribbon, fasteners, etc., any decorations or other items to the ceiling, walls, windows or doors. Freestanding displays and decorations are permitted.
16. The event shall cease at 10:00 p.m. Lessee shall be responsible for making closing preparations prior to the closing hour.
17. Deposits.
 - (a) A rental deposit of \$_____ (fifty percent of the rental fee) shall be paid by Lessee in advance to Lessor at the time of reservation and execution of this agreement. Lessee shall be required to provide two weeks prior notice of cancellation of an event for a refund of the rental deposit. The Lessee shall forfeit the deposit in the case of notice of cancellation less than two weeks prior to the event. As set out in Item 1, above, the balance of the rental fee shall be paid in full at least two weeks prior to the event. If the entire rental

fee is not paid in full at least two weeks prior to the event, at option of the Lessor, this Rental Agreement may be canceled and the rental deposit forfeited by Lessee.

(b) A refundable security deposit of \$250.00 shall be due two weeks in advance of the event. After the event, if the premises are clean in accordance with paragraphs 3, 11, and 14 above, the deposit shall be refunded to Lessee. However, if the premises are left in less than satisfactory condition, the security deposit shall be retained by the T to offset the cost of cleaning. Notwithstanding the above, **LESSEE AGREES TO REIMBURSE THE LESSOR FOR ALL DAMAGES, WHICH MAY EXCEED THE AMOUNT OF THE CLEANING DEPOSIT. LESSOR RESERVES THE RIGHT TO PURSUE ALL LEGAL REMEDIES FOR DAMAGES TO THE ITC.**

18. Any event not conforming to accepted community standards or any event that has been scheduled based on untrue or misleading information provided by the Lessee shall be rejected and canceled. Any such rejection or cancellation shall be at the sole discretion of the Lessor, and Lessor shall retain Lessee's deposit as liquidated damages.
19. Events which include the serving of alcoholic beverages shall be conducted in accordance with the laws of the State of Texas and regulations of the Texas Alcoholic Beverage Commission ("TABC"). Lessee is required to contact the TABC for information regarding such rules and regulations. **If alcoholic beverages are served, they will be restricted to the Meeting Room/s. Guests are not permitted to leave the Meeting Room/s or go into other areas of the ITC with alcoholic beverages. In the event any person takes an alcoholic beverage out of the Meeting Room/s, the drink may be confiscated and the person may be asked to immediately leave the ITC premises.**
20. **The walnut conference table and chairs SHALL NOT BE MOVED.**
21. Some conference and seminar equipment is available for an additional fee if required such as lectern, portable P.A. system and projection screen. Other electronic equipment, such as tape recorder, PowerPoint/computer, broadcast, cable reception, television and cameras are not provided. However, Lessee is permitted to bring in such equipment for its use. Lessor shall not be responsible for loss, theft or damage of any such equipment brought onto the ITC premises.

If Lessee rents any of Lessor's equipment, the equipment shall be left inside the Meeting Room/s at the end of the event and all of the Meeting Room doors shall be locked securely.

Rental rates for the use of the ITC Meeting Room/s
(Rental of the Meeting Room/s also includes the adjoining kitchenette)

Without food/refreshments

1-50 people: \$50/hour (min. of two hours)
51-100 people: \$100/hour
101+people: \$150/hour

With food/refreshments

1-50 people: \$100/hour (min. of 2 hrs)
51-100 people: \$150/hour
101+people: \$200/hour

Audio/Visual Equipment Rental

Use of LCD projector, screen, and mics: \$75.00

Use of flipchart easel, flipchart pad, and markers: \$25.00

THE ABOVE AND FOREGOING TERMS AND CONDITIONS HAVE BEEN
ACKNOWLEDGED AND AGREED BY THE PARTIES ON THE _____ day of
_____, 2006.

LESSEE:

Signature: _____

Print Name: _____

Address: _____

Phone: _____

LESSOR:

FORT WORTH TRANSPORTATION AUTHORITY:

By: _____
Kristen Hanson
Property Rental Management

Name of party: _____

Type of event: _____

Expected number of guests: _____

Event to begin/end at _____ a.m./p.m.

Day time phone _____ Other phone _____

Email: _____

Food/refreshments: Yes or No Name of Caterer: _____

ITEMS REQUIRED BY THE FORT WORTH TRANSPORTATION AUTHORITY FOR
RENTAL OF THE ITC COMMUNITY ROOM(S)

1. Signed Rental Agreement - signed by both parties (Lessor and Lessee)
2. \$ _____ Rental Deposit - due with signed rental agreement, prior to reserving the ITC Community Room(s)
3. \$250.00 Cleaning Deposit - due at least 48 hours prior to the event along with balance of fee.
4. \$ _____ Balance of rental fee.

Credit Card Authorization (Circle one)

Visa MasterCard (*We do not accept American Express or Discover at this time.*)

Account Number: _____

Exact name as it appears on credit card (print): _____

Expiration Date: _____