

seminars, by Guest organization, including its coordinator(s), officers, agents, volunteers, employees, and attendees at the scheduled meeting(s) and/or functions.

7. **Guest Registration Fees:** Guest may charge registration fees to program attendants. Host reserves the right to charge an amount equal to five percent of total registration fees collected by Guest up to a maximum of \$300.00 to defray upkeep costs associated with the Center.
8. **Interruption of Services:** Host shall not be responsible for or liable to Guest for any loss resulting from any lack of heat, water, lights, air conditioning or audiovisual equipment due to the failure of any of this equipment to operate or function properly through no fault or act of Host.
9. **Fire or Damage to Building Preventing Completion of Lease:** In case the Center covered by this Agreement or adjacent buildings be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other causes herein specified shall render the fulfillment of this Agreement by Host impossible, then the terms of this contract shall end. Guest hereby waives and releases any claim for damages or compensation on account of such termination.
10. **Rights of Host During Use:** Texas Ranger Hall of Fame and Museum Management, security personnel, City of Waco employees and other designated City representatives, shall have the right at any time to enter any portion of the Center herein before described for any purpose whatsoever and the entire building shall at all times be under the charge and control of the Texas Ranger Hall of Fame and Museum Management.
11. **Keys and Access:** Keys to the Center shall be available to Guest on a sign-out basis at the front desk of the Texas Ranger Hall of Fame and Museum at the time specified in this agreement or as specifically instructed by Host.

Guest may not access the facility until the time specified on this Agreement. Upon termination of Guest's use of the facility, and after Guest has ensured that the facility is properly locked and secure, keys may be returned in the specified drop box. Failure by Guest to properly secure the Center will subject Guest to financial responsibility for any damage to, or theft from, the facility. Loss of keys will subject Guest to the costs of re-keying the locks to the facility and replacement of all keys. Failure to return the keys to the specified drop box immediately following use of the facility may subject Guest to loss of future use.

The keys may be checked-out no more than a day in advance of the event. The date and time written in this Agreement is subject to change. For security reasons, only one key is checked-out at a time; therefore, key checkout must not interfere or restrict another organization's event. Keys may remain in Guest's possession overnight only if the event is consecutively held on multiple days.

12. **Guest Occupancy of Center:** Guest may occupy the facility beginning at the time specified by Host. Host accepts no responsibility for the property or possessions of Guest. Guest must remove all possessions immediately following the stated termination time as stated on the reservation request form. Unless prior arrangements are made with Host, property remaining after the event will be considered abandoned. Such property may, at the discretion of the Host, be discarded by the Host or held to be claimed by Guest to the extent allowed by Texas state law.
13. **Obstruction of Traffic:** Neither the entrances, exits or walkways of the Center, the adjacent Texas Ranger Company "F" Headquarters, the adjacent Texas Ranger Hall of Fame and Museum, shall be obstructed by Guest nor used for any other purposes than egress or regress, and Guest will not permit any chairs, equipment, displays, or other items to be or remain in such passageways, and will keep such passageways clear at all times except as agreed to within this contract.

14. **Parking:** Parking vehicles in a manner which blocks entrances, driveways, or the landscaped grounds of the Texas Ranger Hall of Fame and Museum is prohibited. Parking on the grass in the center of the park surrounding the Public Safety Education Center is prohibited. Parking is permitted only in the areas specified in the illustration on the Parking Map designated as "Parking Areas." Vehicles parked outside of the specified areas, or in such a manner to impede traffic or create a safety hazard, are subject to towing at the expense of the vehicle owner.
15. **Fire Hazards:** Guest must comply with applicable local, state and national fire and safety codes. Guest must not allow any open flames in the Center. Guest shall not bring or permit anyone to bring into the Center anything that will create a fire hazard. Host reserves the right at any time to require Guest to remove from the Center any furniture, equipment, supplies, flammable materials or other items placed therein without the consent of Host.
16. **Animal Hazards:** Guest shall not bring or permit any person to bring into the Center any animals, except for certified service animals, without the consent of the Host.
17. **Alterations to Exterior or Interior:** Guest will not cause or permit any nails or other items to be driven into any portion of the building, nor any signs to be affixed to the exterior thereof, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the building or the furnishings or equipment thereof, nor permit to be done anything which will damage or change the finish or appearance of the building or the furnishings thereof. Guest will pay the cost of repairing any and all injury and damage which may be done to the building or any of the fixtures, furniture or furnishings thereof by any act of Guest or any of Guest's employees or agents or anyone visiting the building upon the invitation of Guest including the patrons of function for which Guest is hereby using the facility herein above described. It is expressly agreed that the Host shall determine whether it is one for which, under the terms of the Agreement, Guest is to be held responsible.
18. **Hanging or Attached Items:** Guest should contact staff regarding the hanging of items as part of a meeting or presentation. Guest is not permitted to hang anything from, tape or attach to walls, windows, light fixtures, blinds, doors, exit signs, air conditioners, air supply ducts, return air grills or diffusers. Guest may not obstruct or cover any exit lights or fixtures.
19. **Sanctioning of Event:** Guest is requested to recognize the support of the Texas Ranger Hall of Fame and Museum in Guest's publicity or at its meeting, but shall not imply that Guest's function is *sanctioned* by the City of Waco or the Texas Ranger Hall of Fame and Museum in print, electronic or broadcast form unless authorized.
20. **Compliance with Laws and Ordinances:** Guest shall comply with all laws of the United States and of the State of Texas, all ordinances of the City of Waco, and all rules and requirements of the Police and Fire Departments. Guest will obtain and pay for all necessary permits and licenses. Guest will not do, nor suffer to be done, anything on said premises during the term of this Agreement in violation of any such laws, ordinances, rules or requirements. If the attention of Host is called to any such violation on the part of said Guest or of any person employed by or admitted to the Center by said Guest, such Guest will immediately desist from and correct such violations. Guest shall be responsible for any damages arising from violating these laws, ordinances, rules or requirements. Guest further agrees that no performance, exhibition or entertainment shall be held which is in violation of any law, including state obscenity laws.
21. **Occupancy Limits:** Guest shall not admit to the Center more than **140 persons**, or a lesser number that can safely or freely move about in said area depending on arrangement of tables and chairs. The decision of the Host in this respect shall be final.

22. **Guest's Property:** Host assumes no responsibility whatsoever for any property placed in or on said Center, and said Host is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of said Center under this Agreement. Guest must receive or make arrangements with a transfer company for the receipt of shipments of exhibits, equipment or other items. Host will not accept shipments directly unless arranged in advance with the Host. A charge for this service may be billed at an amount to be agreed upon between the parties in advance.
23. **Reservation Request:** Information on the function, duration and access and occupancy times shall be provided on the "Texas Ranger Public Safety Education Center Reservation Request Form."
24. **Other Matters:** Any matter not herein expressly provided for shall rest solely within the discretion of the Host.
25. **Guest's Presence During Events:** A representative of Guest approved by the Host shall remain on the premises during the term of uses hereof and until all those present have left the Center.
26. **Copyright and Trademark:** Guest assumes all responsibility for costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights incorporated in the conduct of said events. To the extent allowed by state law, Guest agrees to indemnify and hold harmless Host from all damages, costs and expenses in law or equity for or on account of the use of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Guest in connection with this Agreement. Guest is solely responsible for and will pay all fees due resulting from the performance of licensed music or from the use of pre-recorded licensed music.
27. **Smoking and Controlled Substances:** Smoking or the use of controlled substances is prohibited. Individuals in violation of this City ordinance will be removed from the premises.
28. **Arrangement of Room:** The staff of the Texas Ranger Hall of Fame and Museum will arrange tables and chairs at the request of the Guest. Guest should discuss any needs with the Host at least seven (7) business days prior to the event.
29. **Subleasing:** Guest agrees not to lease, sublease, nor assign his right, title, or interest under this Agreement to any other person, entity, group, association or anyone else without prior written consent of Host.
30. **Termination of Events by 10:00pm:** All events must be concluded by 9pm and facilities cleaned and vacated by 10pm unless special permission is granted in writing by the Director of the Texas Ranger Hall of Fame and Museum.
31. **Noise Levels:** Sound levels must be kept at a level compatible with conventional educational and training activities in a mixed-use area. Failure to keep sound within limits acceptable to Host may, at the sole discretion of Host, require termination of use. The decision of the Host in this respect shall be final.
32. **Other Agreements:** Host and Guest agree that this written Agreement supersedes any oral agreement that may have been made between the parties.
33. **Governance of Agreement:** The laws of the State of Texas govern this Agreement. The obligations and undertakings of each of the parties to this Agreement shall be performable at Waco, McLennan County, Texas.

34. Time and Duration of Event: Guest may

Obtain keys to the facility at or after _____ on _____, _____, 20__ from the Front Desk of the Texas Ranger Hall of Fame and Museum during posted museum hours.

Access to the Texas Ranger Public Safety Education Center is available

from _____ on _____, _____, 20__

to _____ on _____, _____, 20__ .

Guest must vacate and secure the premises and return the keys to the return lock box by _____ on _____, _____, 20__.

35. Application Fee: An application fee of \$50.00 is due to the Host before this agreement is finalized. Please make checks payable to the "Texas Ranger Hall of Fame and Museum." Host will refund application fee in full for events cancelled in writing at least thirty (30) days prior to scheduled program date.

36. Food and Beverage Arrangements: Guest may provide boxed meals to program attendees. All meals must be prepared in advance of arrival; preparation and catering facilities are not available. Buffet-style serving lines and hot plates, chafers and food warmers are not permitted for use. Consumption of alcohol is prohibited.

Describe food & beverage arrangements: _____

37. Additional Provisions: If any additional provisions are needed, they will be included on an attachment signed by both parties.

IN WITNESS THEREOF, said City of Waco, a municipal corporation, acting by and through its Texas Ranger Hall of Fame and Museum Management, Host, and _____, Guest.

HOST:

CITY OF WACO, Texas

Signed: _____

Education Programs Manager
Texas Ranger Hall of Fame and Museum

Rental Use Agreement is not valid until signed by agent of the City of Waco.

Date Signed: _____

GUEST:

Organization: _____

Signed: _____
Organization
Title/Position: _____

Address: _____

Telephone: _____

Email: _____

Date Signed: _____