

**Club House Rental  
Policies and  
Procedures  
931 Cedar  
Clear Lake Shores, TX  
77565**

Maximum Occupancy: 125 people  
Hours of Operation: 8 a.m. to 10 p.m.

City Hall Hours: Mon-Thu 8 a.m. to 5 p.m.  
Friday 8 a.m. to 12 p.m.

	<b>Residents</b> (must provide proof of residency)	<b>Non-Residents</b>
<b><u>Deposit:</u></b> (refunded if left clean and undamaged)	<b>\$500</b>	<b>\$500</b>
<b><u>Rental Fee</u></b>	<b>\$250</b>	<b>\$350</b>

\*\*Please note: Both the deposit and the rental fee will be deposited upon receipt.

**Key, Release Form and Return of Deposit**

A key will be issued on the first business day prior to the event. Be aware that City Hall closes at noon on Fridays. A release form must be signed by the applicant on file.

Keys must be returned to the City Hall Office or placed in the City Hall drop box by the next business day after the event. The City Hall drop box is located to the left of the glass door at the City Hall entrance. The deposit will not be refunded until the key is returned and the facility has been inspected.

**Alcohol/Large Parties**

If the event includes 100 people or more and/or if alcohol is served or consumed, whether provided by the renter or brought onto property by guest, you are required to hire a Clear Lake Shores Police Officer to be on duty during your event. **The number of officers required shall be determined by the Chief of Police or his designee. You are responsible for contacting the Police Department to schedule the officer(s) with the Police Chief (281-595-1656) no later than two weeks prior to your event.** There is a \$240 SECURITY FEE per officer required (\$60.00 per hour with a 4-hour minimum). The entire payment to the officer(s) must be in CASH. Please review the Alcohol/Security Agreement carefully.

**Insurance Requirement**

Any business activities (including the exchange of payment for goods or services) operating at the clubhouse shall be required to furnish a certificate of insurance in the minimum coverage amounts of \$1,000,000.00 per person and \$2,000,000.00 in the aggregate prior to the rental period. The City of Clear Lake Shores must be named as an additional insured. Each Renter shall, in the written agreement, agree to indemnify and hold harmless the City of Clear Lake Shores, Texas, its officials, agents, and employees from and against any and all liability arising out of the Renter's use of Club House.

## Rental inquiries

All rentals must be made in person at City Hall (1006 South Shore Drive). The deposit must be paid in full to reserve the facility.

1. To receive resident rental rates, a copy of a valid Texas driver's license or current utility bill with the applicant's name and Clear Lake shores address is required.
2. Applicants must be 21 years of age or older.
3. The person signing the application must handle all transactions, inquiries, and changes throughout the rental process, until the event has concluded.

It is the policy of the City of Clear Lake Shores, Texas to make the Club House available for public use, subject to availability and compliance with the City's conditions of use.

The City Council may impose such additional conditions on the use of Club House as it may be necessary to ensure compliance with the purposes of these policies.

## Definitions

"City Council" shall mean the governing body of the City of Clear Lake Shores, Texas.

"Renter" means any person, firm or organization that makes use of Club House pursuant to the authorized rental agreement and these policies and procedures.

## Written Agreement

No person, firm or organization shall use any portion of Club House without first reserving Club House and executing a written agreement accepted and executed by the City hereinafter referred to as "Rental Agreement".

## Procedure for Reserving Club House

The Clubhouse shall be available to all Renters on a first-come, first-served basis, in person, at City Hall. Please contact Tiffany Wilson at 281-334-2799 ext. 206 or [twilson@clearlakeshores-tx](mailto:twilson@clearlakeshores-tx).

Reservations are made by completing the Rental Agreement and attachments, which are executed by the Renter, alongwith the payment of all required fees and deposits.

Reservations will not be accepted less than seven (7) days in advance of the date of use, if police security is not required, and two (2) weeks in advance if police security is required. For certain events, such as weddings, reunions, milestone birthdays, etc. the City Administrator may approve reservations up to six (6) months in advance. For most events, reservations may be made no more than 90 days in advance.

## Refunds Upon Cancellation

A full refund of both the Rental Fee and the Security Deposit shall be made for cancellations received at least two (2) weeks prior to the date of rental. The rental fee shall be forfeited but a full refund of the Security Deposit will be made for cancellations received less than two (2) weeks prior to the date of rental.

### Hours of Use

8:00 a.m. to 10:00 p.m. The Renter is fully aware that all activities in the Club House must cease, and cleanup must be completed by 10:00 p.m. NO EXCEPTIONS.

Any renter failing to vacate the Club House at the designated time shall forfeit the damage/security deposit. The Renter is responsible for ensuring the facility is in its original order immediately after use.

### Civic Club

The Civic Club is exempt from paying rentals for the Club House. The Civic Club must comply with all other rental requirements.

### Clear Lake Shores Yacht Club

The Clear Lake Yacht Club (CLSYC) is exempt from paying rentals for the Club House for their monthly membership meetings. For all other events, the CLSYC will be charged at the same as other *Non-Profit Entities*.

### Other Non-Profit Entities

Non-profit organizations may rent the Club House for a reduced rental fee of one-half the resident rental rate. However, they must comply with all other rental requirements.

### Security Deposit

The damage/security deposit shall be used to repair, replace, or pay for any damage or loss to the building, grounds, or furnishings of the Club House that are damaged or destroyed by the Renter or any participant at the event. The City may hold such deposit for as long as necessary to determine the full extent of any damages, and to make all repairs and/or secure replacements.

The damage/security deposit, or a portion thereof, may be retained by the City to cover excessive or unusual cleanup costs, to compensate for the use of Club House space, or property usage after the contract period has expired. The renter shall be fully responsible for all damages exceeding the security deposit.

Any Renter failing to vacate the Club House at the designated time shall forfeit the entire damage/security deposit. The Renter is responsible for ensuring the facility is in its original order immediately after use.

### Police Security

Functions with alcohol being served and/or consumed by the renter or any of their guests, or attended by 100 or more persons, shall be required to employ a uniformed Clear Lake Shores Police Officer, or other police officer approved by the Clear Lake Shores Chief of Police, to provide security. Said officer(s) shall be compensated for a minimum of four (4) hours. An Alcohol/Security Agreement (Attachment A) must be on file before the event. All arrangements, costs, and payments for security personnel shall be the responsibility of the Renter.

Arrangements may be made through the Police Chief at the Clear Lake Shores Police Department (281-595-1656) no later than two (2) weeks before the event.

If additional police officers are called out to the facility due to a disturbance or because there are more attendees than shown on the application, the applicant will be charged for the extra police officer(s) at a rate equal to one and one-half (1½) times the officer's regular hourly rate.

## Chaperones for Youth Events

Events planned for youth participation shall be accompanied by not less than one adult chaperone for every ten (10) children. For the purpose of this section, "children" shall mean any person under the age of eighteen (18) years old, and an "adult chaperone" shall mean any person over the age of twenty-one (21) years old.

## Kitchen Use/Clean-up

*Appliances available for use:* Commercial gas stove, commercial refrigerator (no freezer) and warming rack.

*Appliances NOT available for use:* Ice machine and steam table.

Please contact the City in advance if use of cooking range is needed.

The kitchen must be thoroughly cleaned by the renter or the cost of cleaning plus a \$50 administrative fee will be deducted from the security deposit.

Electrical cookers and appliances **MUST NOT** be placed on plastic tables, and all tables must be covered to protect against stains and grease.

All leftover food, garbage, decorations, etc. must be removed from the building and the premises immediately and put in the dumpster provided for this purpose or taken away. No glass containers are allowed on the premises.

All lights should be turned off after use.

The renter shall be responsible for the replacement costs of any items missing or stolen from the kitchen.

## General Restrictions

No throwing of confetti, rice, or birdseed, or like material shall be allowed in the Club House or on the premises.

All tables must be protectively covered when food or drink of any kind is served.

Crepe paper **CANNOT** be used on tables unless sufficient protection is made to prevent stains. Only thumbtacks may be used to affix any decorations.

All decorations must be removed by the end of the rental period.

No smoking in the building or within 25 feet of any building entrance is allowed.

## Parking

Renters may use the parking spaces at Club House during the rental period. No overflow parking is permitted on the adjoining streets. Renter is responsible for ensuring compliance by all participants attending the Renter's event.

If more parking is needed, you may contact Stewart Elementary School (281-284-4700) for written permission to use their parking lot or shuttle attendees from the City-owned lots adjacent to Marina Bay Drive (FM 2094).

## Indemnity

Each Renter shall, in the written agreement, agree to indemnify and hold harmless the City of Clear Lake Shores, Texas, its officials, agents, and employees from and against any and all liability arising out of the Renter's use of Club House.

## Damages

Each Renter shall in the written agreement, agree to reimburse the City for all costs which may be the City may incur in excess of the damage/security deposit for repair, replacement, or payment for any property of Club House damaged or destroyed by the Renter or any participant at the Renter's event during the rental period.

If damages to the facility have occurred, or conditions of clean-up have been violated, the deposit will be forfeited. If the cost is estimated to exceed the deposit amount, the Renter must present the City with a cashier's check or money order for the difference within three business days from the demand for payment.

*Rentals are taken up to 90 days in advance. Contact City Hall, 281-334-2799 or [twilson@clearlakeshores-tx.gov](mailto:twilson@clearlakeshores-tx.gov) for availability.*

**Resident Rates**  
Deposit \$500  
Rental: \$250

**RENTAL APPLICATION/AGREEMENT**  
**CLEAR LAKE SHORES CLUB HOUSE**  
**931 CEDAR**

**Non-Resident Rates**  
Deposit \$500  
Rental: \$350

**GROUP OR COMPANY:** \_\_\_\_\_

**PRIMARY CONTACT:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_ **(DAY)**

**ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_ **(NIGHT)**

**CITY:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**RESERVATION DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_ **TO** \_\_\_\_\_

**TYPE OF EVENT:** \_\_\_\_\_ **ALCOHOL SERVED?** \_\_\_\_\_

**WILL KITCHEN BE IN USE:** \_\_\_\_\_ **WILL STOVE BE NEEDED:** \_\_\_\_\_

**ESTIMATED NUMBER OF PEOPLE ATTENDING:** \_\_\_\_\_

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The undersigned Renter, hereby agrees to rent the first floor and grounds owned by the City of Clear Lake Shores (the "City") and known as "Club House". This agreement and any and all fees and deposits as required, are hereby tendered upon approval of application and upon submission of this Rental Agreement to the City, Renter agrees to the following.

The RENTAL FEE shall be:

\$250 for rental 8am to 10pm (Resident) or  \$350 for rental 8am to 10pm (Non-Resident)

The time period includes the time to set up and clean up.

A SECURITY DEPOSIT in the amount of \$500 will be paid to the City. The Security Deposit shall be used by the City to pay for any clean-up, or used to repair, replace, or pay for any damage or loss to the building, grounds, or furnishings of the facility, which are damaged or destroyed by the Renter or any participant at the event. The City may hold such deposit for such period of time as is necessary to determine the full extent of damages and to make all repairs and/or secure replacements. The City Secretary or her designee must approve the clean-up, repair or replacement before the refund may be made, then only after ten (10) days following the date of the rental.

RENTER AGREES TO INDEMNIFY AND HOLD THE CITY OF CLEAR LAKE SHORES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, DAMAGES OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, FOR INJURY OR LOSS OF LIFE, OR DAMAGE TO OR LOSS OF PROPERTY BY ANY PERSON WHATSOEVER, RESULTING FROM OR ARISING OUT OF THE USE OF OCCUPANCY OF THE PREMISES BY THE RENTER, ITS AGENTS, EMPLOYEES, LICENSEES, OR INVITEES HEREUNDER.

Renter has fully inspected the premises, and the same are accepted on an "as is" basis. The City of Clear Lake Shores EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, IMPLIED OR OTHERWISE, with respect to the premises, save and except warranties of title and peaceable possession.

Renter represents and certifies that:

1. All information provided in this application is true and correct.
2. Misrepresentation or erroneous information in this application constitutes grounds for denial of future applications and use.
3. Renter shall not use the premises for any unlawful or illegal purposes.
4. Renter is at least 21 years of age for this application to be considered.
5. Renter agrees to use care and diligence in the use of the premises. Rental will bear all cost of clean-up and damage; failure will result in loss of deposit and possible further charges incurred by the City. \_\_\_\_\_(initials)
6. Renter understands that the City does not furnish supplies, such as coffee, paper goods, and/or cleaning supplies, etc. \_\_\_\_\_(initials)
7. Renter received and read the "Policies and Procedures" and understands the fee structure for the time chosen. \_\_\_\_\_(initials)
8. Renter understands that my deposit may not be returned to me before 10 days after my scheduled function. \_\_\_\_\_(initials)
9. If Renter is an organization or legal entity, the person or individual signing on behalf of the organization or legal entity assumes responsibility not only on behalf of the organization or legal entity but also agrees to be personally responsible to the City of Clear Lake Shores, Texas, for any damages to the building, grounds, or for any damage to or loss of furniture or equipment.
10. Renter has read and understands the Alcohol/Security Agreement. \_\_\_\_\_(initials)
11. I understand that I must pick up the key at City Hall offices no later than noon on Friday, before the event. \_\_\_\_\_(initials)

Renter agrees to be bound by the "Policies and Procedures for Use" and "Alcohol/Security Agreement", as approved and adopted by the City Council.

**ACCEPTANCE:**

City of Clear Lake Shores  
1006 South Shore  
Clear Lake Shores, Texas 77565  
281-334-2799

RENTER  
\_\_\_\_\_

**EMPLOYEE RECEIVING APPLICATION**

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Attachment A Alcohol/Security Agreement

Applicant Name: \_\_\_\_\_

Reservation Date: \_\_\_\_\_ Event Type: \_\_\_\_\_

Actual Hours of Event: \_\_\_\_\_ to \_\_\_\_\_

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Events which include the serving or consuming of alcoholic beverages shall be conducted under the laws of the State of Texas and rules and regulations of the Texas Alcoholic Beverage Commission (TABC).

1. I acknowledge that alcoholic beverages will be served/consumed by the renter or any of their guests during the time of this event OR 100 or more people will be attending the event. I further understand that it is a violation to serve alcohol to minors, and I agree to take the steps necessary to comply with this law.
2. I acknowledge that I am responsible for contacting the Clear Lake Shores Police Department to schedule an officer for my event 2 weeks before the date of the event.
3. I acknowledge that there is a minimum-security fee of \$240.00 that will be paid directly to the officer on the date of the event. If the officer is required to be in attendance over 4 hours an additional \$60.00 per hour, or any portion of an hour will be assessed. Entire payment to officer must be paid in CASH.
4. I acknowledge that I shall pay compensation of said officer at the conclusion of my scheduled event and that I have paid a deposit to the City to assure that security shall be present and paid.
5. I acknowledge that if I fail to schedule an officer for my event, I will be subject to a fine and loss of my deposit.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Date

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Alcohol will not be served/consumed at my event AND I will not have more than 100 people in attendance.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Date

# **Attachment B Key Agreement**

Date Key Issued: \_\_\_\_\_

To Whom Issued: \_\_\_\_\_

Key Number: \_\_\_\_\_

Reason for Issuance: \_\_\_\_\_

## **Key for 931 Cedar**

This key opens the front door to the Club House at 931 Cedar. This key is not to be duplicated for any reason. This key must be signed for at the time of issuance with the understanding it is to be used only by the person named above. If for any reason this key is misplaced, the deposit will be withheld. The assigned key holder must return the key to City Hall in person or place it in the City Hall drop box by the next business day, upon conclusion of event. (Drop box is located at City Hall to the left of the front glass door)

I, the undersigned, do hereby attest by the signing of my signature, that I have read and do understand the policies above.

Signature: \_\_\_\_\_ Witness: \_\_\_\_\_

## **Return of Key**

Date Key Returned: \_\_\_\_\_

Signature: \_\_\_\_\_ Witness: \_\_\_\_\_