

SINTON COMMUNITY CENTER

1301 E. Sinton St.

Rental Policies & Procedures

NAME		
ADDRESS		
PHONE		
DATE OF EVENT		
EVENT TYPE		
ALCOHOL	YES	NO
SECURITY REQUIRED	YES	NO

RENTAL RATE: \$900.00 (8 am to 1 am)

SECURITY DEPOSIT: \$450.00 (Deposit must be in form of cash, check, or money order. If returned, deposits will be received within ten (10) business days of event.)

Extra Hours: \$60.00 per additional hour.

Security: Hourly rate determined by Chief of Police

Maximum Room Capacity: 500

All rentals INCLUDE the use of:

- Kitchen
- Ice machine
- Tables and chairs
 - o 65 round tables
 - o 10 long tables
 - o 500 chairs
- Vinyl for tables

Deposit \$450.00 (check / money order #, cash)_____ / /

Rental Fee \$900.00 (check / money order #, cash)_____ / /

1. **RESERVATIONS:** All reservations must be made at City Hall (301 E Market Sinton, Tx 78387) between the hours of 8:00 am and 4:30 pm, Monday through Friday, exclusive of holidays.

The Center shall be available for rental seven days a week from 8:00 am to 1 am.

Permittee must be at least 18 years of age to reserve the building and must be present at all times during the function or activity. _____ **(Initial)**

Reservations are on a first come, first serve basis and must be made in person. All reservations must be confirmed with a signed rental agreement by the City of Sinton Representative and the Permittee. No oral agreement for the use of the center is valid. _____ **(Initial)**

All rental fees are due not later than thirty (30) calendar days prior to the event. If all fees are not paid (30) calendar days prior to the event, the City may rebook the Center without any further obligation to the person or the organization that reserved the Center. Failure to pay rental fee (30) calendar days prior to the event will result in forfeiture of your deposit. If the reservation is made less than thirty (30) days in advance, the Reservation and Damage Deposit is due at time of booking. _____ **(Initial)**

The City will promptly deposit all monies received from Permittees, including deposits. The City will not hold, delay in depositing checks, or accept any postdated checks. _____ **(Initial)**

2. **DEPOSIT:** All reservations require a \$450.00 damage deposit in the form of cash, check, or money order, which must be paid in full at time of booking. All fees associated with the rental, as set forth in this document, must be paid in full not later than thirty (30) calendar days prior to the event. Please note that you will be charged for all the time you utilize the facility, including the time required for the setup and cleanup of your event. _____ **(Initial)**

3. **DEPOSIT NON-TRANSFERABLE:** Reservations, Damage Deposits, and Rental Fees are non-transferable. Permittees are not allowed to transfer deposits or rental fees to another reservation date or another individual to eliminate losing deposit or rental fee. _____ **(Initial)**

At no time shall a Permittee sub-lease or assign its reservation to another person, group or organization. _____ **(Initial)**

4. **DAMAGES:** The Permittee assumes all responsibility for all the damages to the Center, property, furniture and/or equipment provided by the City. Damage incurred during an event will result in the loss of all or part of the Permittee's Damage Deposit and could result in additional charges depending on the amount of damage. Damage may jeopardize the Permittee's ability to reserve any of the City's facilities in the future. The Permittee must notify the City immediately if the center was damaged prior to the Permittee's entry. Failure to do so shall result in the presumption that any damage found at the end of the rental period resulted from the Permittee's use of the center. _____ **(Initial)**
5. **RETURN OF DEPOSIT:** Refunds of a Permittee's deposit will be issued within ten (10) business days after the event; if the room is cleaned, damage free and left in the same or better condition as it was prior to the event, as determined by the city. Fees for cleaning will be withheld from the deposit. _____ **(Initial)**

6. **COMPLIANCE WITH APPLICABLE LAWS:** Permittee is required to be present at all times at the facility and available to City personnel during the entire course of the rental period. Permittees using the facilities shall comply with all federal, state and local laws. Furthermore, Permittee assumes full responsibility and liability for the acts and omissions of all invitees, licensees, contractors, vendors, guests, relatives, friends and their respective invitees and licensees with respect to the rental. _____ **(Initial)**

7. **ALCOHOLIC BEVERAGES:** The sale, consumption or distribution of any alcoholic beverage(s) at the Community Center is expressly prohibited unless duly authorized by the City of Sinton prior to the event. The City of Sinton Chief of Police will determine the number of Sinton law enforcement officers required on an event-by-event basis. During the course of an event where alcohol is served, the City reserves the right to require additional law enforcement officers, limit the number of invitees, or to end the event at any time if the law enforcement officer determines continuation of the event will jeopardize public safety. If your event is ended before the scheduled time, no refund of any rental fees will be due to Permittee. _____ **(Initial)**

Beer Sales in the Center is subject to a Temporary Beer License to be paid by Permittee. For information or questions concerning the sale of alcohol please contact the Texas Alcoholic Beverage Commission at (281)239-2607. If the Texas Alcoholic Beverage Commission denies such license, City of Sinton will not be responsible. Glass bottles of any kind are prohibited. _____ **(Initial)**

8. **DECORATION/CLEANUP:** Reservations include decorating and clean up within the time frame rented (8 AM TO 1 AM). If you require more time for the purpose of decorating or cleaning, additional hours may be added if desired. The rate is \$60 per hour. Failure to vacate the building at 1 am will result in a charge of \$60.00 per hour for each hour or part thereof, this charge will be deducted from your deposit. The permittee is required to submit a diagram of the seating arrangement to the City no less than one week prior to the event. If a diagram is not submitted, the City will choose a seating arrangement appropriate to the event. _____ **(Initial)**

Confetti and/or glitter are prohibited. No decorations or other materials shall be taped, nailed, tacked, screwed, or otherwise physically attached to any walls or tables. _____ **(Initial)**

Permittee is encouraged to perform a walk through after the event with a staff person to identify any damage or areas in need of clean up. Any additional clean up required must be done within the time frame rented. Additional time required for clean up by the Permittee will be deducted from the Damage deposit on file. _____ **(Initial)**

All equipment shall remain in the building at all times. The City shall set up the tables and chairs. _____ **(Initial)**

9. **SECURITY:** The City Manager and Chief of Police shall determine if security services are needed and the number of security officers required for each (see chart below). If required, the security officer(s) shall be utilized for a minimum of three (3) hours per event. All security officers must be City of Sinton Police Officers or other peace officers contacted by the City to provide the security. _____ **(Initial)**

Number of guests	0-100	101-350	351+
With alcohol	1	2	3
Without alcohol	0	1	2

The Permittee agrees to pay; at the current and customary rate, for such services as determined by the Chief of Police. Security officers are to be paid in cash on the actual date of the event prior to commencing the event. _____(Initial)

If the payment for the security services is not paid in cash at the start of the event, the permit for the event shall be considered null and void. And the event shall be automatically cancelled and all advanced payments for the event will be forfeited. If the event runs over the allotted time, the Permittee shall be obligated to pay the security officers for additional time at the current and customary rate. _____(Initial)

Security personnel must be present 30 minutes prior to the start of the event and must remain until the Center is completely vacant and secured (typically 30 minutes after the end of the event). Permittee understands and agrees that the Permittee shall be solely responsible for the event and the safety of the Permittee and all the Permittees' guests. _____(Initial)

Objectional conduct by any person at the Center whose conduct is disorderly or disruptive in any of the following respects shall be removed from the Center: _____(Initial)

- * Intoxication
- * Use of abusive, indecent, profane, or vulgar language
- * Making offensive gestures or displays
- * Abusing or threatening another person
- * Making unreasonable loud noise
- * Fighting
- * Vandalism

10. CANCELTATION BY CITY: From time to time, and possibly without advance notice, it may be necessary for the City to cancel or postpone and reschedule reservations. The City and the Permittee understand and agree that the event shall be cancelled or rescheduled without any liability to the City. If the City cancels an event, the City shall give a full refund to the Permittee. The City will, nevertheless, endeavor to honor reservations made in compliance with this policy. _____(Initial)

In the event of any such change or cancellations, the Permittee, by the acceptance of the terms and conditions of this policy agrees to release, hold harmless and discharge the City of Sinton, it's officers, agents, and employees from and against all claims, demands, causes of action of every kind and character, including the cost of defense thereof for any damages or loss that is caused or alleged to be caused by, arising out of or in connection with such change or cancellation, regardless of the negligence, whether that negligence is the sole or a concurring cause of injury, death or damage. In the event that any action or proceedings is brought against the City by reason of any of the above, Permittee further agrees and covenants to defend the action of proceedings by legal counsel is acceptable to the City. The indemnity provisions contained in this paragraph shall survive expiration or earlier termination of the Permittee's reservation agreement. _____(Initial)

11. PERSONAL LOSSES AND DAMAGES ARISING AT RENTAL: The City of Sinton is not responsible for lost, damaged or misplaced property placed left at the Center. Furthermore, Permittee agrees that the City is released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use or occupancy of the Center. _____(Initial)

12. FACILITY ACCESS: Arrangements will be made with Permittee to pick up the key and security code to the building one day prior to the event. Permittee is responsible for ensuring the building is closed by 1 am. _____(Initial)

13. **THERMOSTAT CONTROLS:** Thermostats can only be adjusted by a City employee. Any adjustments to thermostats by Permittee or any of Permittee's guests will result in Permittee's financial responsibility for increased usage costs and/or any damage caused by tampering with thermostats. _____ **(Initial)**

14. **FIRE SECURITY:** Absolutely no open flames, flame producing devices or any flammable and/or combustible materials are allowed inside the facilities. This includes, but is not limited to, the following: candles, torches, incense burners, charcoal grills, sterno burners, etc. Failure to comply with this requirement will cause forfeiture of deposits, regardless of whether Permittee attempted to remedy and clean up any resulting mess or damage. _____ **(Initial)**

Regular exit doors, emergency doors, corridors, walkways, and fire extinguishers cannot be blocked. Emergency exit doors are used for emergency only. An accessible lane needs to be maintained to all fire plugs. All marked fire lanes are kept open at all times. _____ **(Initial)**

Permittee cannot attach anything to electrical conduits. _____ **(Initial)**

Cooking is not allowed at the center without obtaining special permission. The rated occupant capacities of the center's facilities are posted in the center. It is the permittee's responsibility to conform to these city ratings. _____ **(Initial)**

Smoking is not permitted in the Center. _____ **(Initial)**

15. **DISCRIMINATION:** Discrimination against any person(s) with regard to race, color, religion, sex, national origin, age, or disability by a group or individual renting the facility is prohibited. _____ **(Initial)**

16. **INSURANCE:** Any Permittee who rents the center for the profit must maintain approved public liability Insurance in the minimum amount of \$250,000 for each person and \$500,000 for each occurrence for bodily injury or death, and \$100,000 for each occurrence for injury or destruction of property, to indemnify the City against all claims resulting from the use and operation of the premises by the Permittee. The City of Sinton shall be named as the Certificate Holder/ Additional Insured on the required Public Liability Insurance. _____ **(Initial)**

17. **CONCESSIONS:** The Permittee agrees that all the sales of concessions are in accordance with all laws of the United States and the State of Texas, the City and the Health and Sanitation rules and regulations promulgated by the San Patricio County Health Department. Alcoholic beverages cannot be sold at the Center. _____ **(Initial)**

18. **VIOLATIONS:** Unless expressly stated to the contrary in this policy, a violation of this policy shall result in the forfeiture of any deposit or fee paid for the Center Reservation and jeopardizes the Permittee's ability to reserve any of the City's facilities in the future. Furthermore, nothing contained in this policy shall be construed to limit the City's remedies to recover damages for violations of the policy. _____ **(Initial)**

19. **CANCELLATIONS AND REFUNDS:** Cancellations must be received by the City at least 90 days prior to the reservation date in order to receive a full refund of rental fees and deposit. If cancellation is not received 90 days in advance, all rental fees and deposit are forfeited. _____ **(Initial)**

I, _____ have read and received a copy of the City of Sinton's Rental Policy for the Sinton Community Center. I agree to abide by all terms and conditions set forth herein.

Permittee's Signature	Date
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Address (city, state, zip)	Phone number
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City Representative's Signature	Date
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Rental Rate: \$900.00 (8 am to 1 am)

Security Deposit: \$450.00

Extra hours: \$60.00 per additional hour

Maximum Room Capacity: 500 Guests