

BALLINGER COMMUNITY CENTER OPERATING POLICY

The Ballinger Community Center is available for use by the public or private organizations and by an individual. The building will be scheduled by reservation on a first come basis. It may become necessary on infrequent occasions to cancel reservations in order to accommodate a higher priority overall community use of the facility. This will only be done by the approval of the Ballinger City Council.

The following set forth specific policies governing the rental and use of the facility are as follows:

All reservations will be made by phone (325-365-3511), in person, or by written request to the City Secretary in the City Hall at 700 Railroad Avenue during normal working hours.

Any request of a waiver or reduction of the lease fee must be presented to the Ballinger City Council in person at least thirty business days prior to your scheduled event.

What group or organization will be leasing and ultimately responsible for this event?
Please legibly print the name of the group or organization directly below.

SECURITY IS MANDATORY for all Weddings, Wedding Receptions, Sweet 15, and all Dances.

NO EXCEPTIONS!

All teenage functions must be supervised (chaperoned) by an appropriate number of adults 21 years of age and older. An adult representative will be required to sign this lease.

A copy of the current Driver License of the Lessee is required and will be included with this lease.

The Lessee will be responsible for the minimum of two security guards (unless otherwise determined by the City Council) and their hourly wages per security guard. Security guards must be present at the beginning and remain until the entire Community Center and parking lot are cleared.

If music is to be played, the Lessee would be responsible for the volume control of the music. If the Lessee is contacted by the police department on a loud noise complaint, the lessee will be responsible for getting the music or other noise under a controlled level that will not interfere with the citizens living near the Community Center. If there is a second complaint by citizens of loud noise, the function may be shut down by the Ballinger Police Department.

2- Security Guards	2-3 Security Guards	3-4 Security Guards	4-5 Security Guards
0 - 100	100 – 150	150 – 250	300 +

The Security Guards for your event will be selected by the Ballinger Police Department.

The Security Guards will be paid \$35.00 per hour per Security Guard.

Please select the areas you are requesting to lease for this event. These fees are for the first day of the lease and each additional day will be as specified below.

- o \$ 25 - Front Canopy Area - \$25 each additional day
- o \$ 75 - Front Meeting Room - \$75 each additional day
- o \$350 - Large Meeting Room/Front Meeting Room/Kitchen - \$175 each additional day
- o \$200 - Show Barn Area - \$100 each additional day

\$_____ Total of areas Selected above

The Deposit will be in the amount of the first day total \$_____

Deposits will be paid at the time the reservation is made or at the time the key is picked up. The Lessee will be required to show proof of and or payment for the security guards needed and the estimated time they will work this event before the key is released.

When the key is returned, all areas leased should be acceptably cleaned, and if no damage to the areas leased has occurred, the deposit will be refunded.

1. The key for the Community Center can be picked up at the City Secretary's office in the City Hall no earlier than 10:00 a.m. of the normal working day preceding the date of the reservation.
2. The key must be returned by 10:00 a.m. the next working day or there will be a \$50.00 per day key charge.
3. If the key is lost by the Lessee (he/she) will be responsible for the fees associated for changing the locks and new keys made for the Community Center.
4. There will be NO Glass containers allowed inside or outside the Community Center. This includes all parking areas.
5. Use of the facility for personal or private gain/profit is prohibited.
6. No formal religious service shall be scheduled without approval by the City Council.
7. NO Tape of any kind shall be used on the interior walls of the Community Center.

The facility must be cleaned and equipment stored properly before returning the key to City Hall. The following guidelines are provided to prevent misunderstanding.

- A. Sweep all floors and wet mop.
- B. Clean all tables and chairs used.
- C. Fold chairs and tables, and stack properly in their storage area.
- D. Clean kitchen area and appliances used.

- E. Clean all men and women’s restrooms in the building that were used for this event.
- F. Pick up all trash associated with your use of facility inside and outside of the Community Center.
- G. Empty all waste baskets and reline.
- H. Place all trash bags in the dumpster on the northeast side of building.
- I. Make sure all lights are turned off.
- J. Make sure all windows are closed and latched.
- K. Lock all doors.
- L. Upon the return of the key, the building will be inspected by the City Manager or his representative to determine if the premise has been left in an orderly state, clean and free of damage. If found acceptable, the deposit will be refunded. If not acceptable, the Lessee will be given one time, after inspection, to make the necessary corrections, after which the deposit will be forfeited.
- M. The City of Ballinger reserves the right to refuse the facility’s use under certain circumstances and to anyone that has previously violated this lease.
- N. Chairs and tables will not be rented to persons or organizations. Chairs and tables are strictly for the use of events held at the Community Center.
- O. Any dance at the Community Center shall not begin before 7:00 p.m. and shall end no later than 12:00 midnight, with clean-up to be concluded by 2:00 a.m.

CHECKLIST FOR CLEANING THE COMMUNITY CENTER

Bathrooms:

Floors: Sweep & Wet Mop Yes _____ No _____
 Trash cans emptied/relined Yes _____ No _____
 Turn off Lights Yes _____ No _____

Front Room:

Floor: Sweep & Wet Mop Yes _____ No _____
 Clean Appliances Yes _____ No _____
 Trash cans emptied/relined Yes _____ No _____
 Turn off lights Yes _____ No _____

Kitchen:

Floor: Sweep & Wet Mop Yes _____ No _____
 Clean Appliances Yes _____ No _____
 Trash cans emptied/relined Yes _____ No _____
 Turn off lights Yes _____ No _____

Back Area:

Tables/Chairs stacked properly Yes _____ No _____
 Trash cans emptied/relined Yes _____ No _____

Floor: Sweep & Wet Mop Yes _____ No _____
 Turn off lights Yes _____ No _____
 Turn off AC/Heating Yes _____ No _____

Lock all doors

Yes _____ No _____

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THE STATE OF TEXAS COUNTY OF RUNNELS CITY OF BALLINGER

This Rental Agreement and Contract made and entered into by and between the CITY OF BALLINGER, hereinafter called Lessor, and _____,

hereinafter called Lessee, acting herein by and through

_____, the duly authorized representative of said Lessee (it

being understood and agreed that said duly authorized representative is personally

responsible for the rental fees and all other obligations of the Lessee hereunder),

WITNESSETH:

That subject to the terms, provisions and conditions hereinafter set out, Lessor does Hereby rent and let to Lessee the following facilities of the Community Center in Ballinger,

Texas, to-wit:

For a period of time from _____ .M. on the _____ day of _____, 20____,

To _____ .M. on the _____ day of _____, 20____.

The rental fee for such shall be the sum of (\$ _____) Dollars.

The present rental fees for the selected areas of the Community Center are as follows:

- \$ 25 - Front Canopy Area
- \$ 75 - Front Meeting Room
- \$350 - Large Meeting Room/Front Room/Kitchen
- \$200 - Show Barn Area

SPECIAL CONDITIONS:

1. That the use of such facilities will be subject to the rules and regulations adopted by the City of Ballinger, subject to the terms of this written contract and if such written contract is not properly executed and the rental fee paid on or before the time stipulated in such regulations, then this contract shall be null and void and of no further force and effect.
2. The premises must be vacated promptly at check out time as shown hereon.
3. Lessee and its duly authorized agent shall be liable to and shall identify and make whole Lessor for any damages to the premises, building, equipment, furnishings, or decorations occurring by reason of Lessee's use of the premises.
4. Lessee shall not conduct any activity on the leased premises which is in violation of any Municipal Ordinance or State or Federal Law.
5. Lessee does hereby waive any claim for damages and does hereby release Lessor from any and all liability for injury, loss or damage suffered by Lessee, Lessee's guests of any other person or persons in or upon the buildings or premises during the period of this rental, whether such injury, loss or damage is occasioned by defects in said premises or the act or acts or omission of any person or persons.
6. Lessee shall use only those portions of the premises specified above and upon which the rental fee is based.

7. Lessee, or its agents, servants and employees, and all law enforcement officers shall have the right of egress to and from the premises at all times, and shall have full right of inspection and investigation of the activities being carried on; and if, in the judgment of Lessor, any activity is being carried on within or upon the premises that is in violation of law, this Contract or the commonly accepted Community standards of conduct, this Rental Contract may be terminated and no refund of rental fees will be made.
8. The Rental Contract must be signed and the rental fee paid at least 72 hours in advance of the beginning of the rental period; provided, if the rental period is to be for more than one (1) day, the Contract must be signed and the rental fee paid at least seven (7) days in advance of the beginning of the rental period. Regardless, all reservations are on a paid "first come, first serve" basis.
9. No dishes, silverware or utensils are available at the Center. Banquet tables, chairs, cooking range and refrigerator will be available.
10. All decorations must be put up using magnets only (no tape/any kind) and any decoration that will mar the wall or furniture is prohibited.
11. Lessee shall not remove any tables, chairs, or other equipment from premises. Any tables, chairs, etc. which may be used by Lessee must be cleaned prior to returning them to their storage areas and must be stacked in the same manner in which they were found prior to use. All debris and other waste material shall be removed from premises by Lessee.
12. If required by Lessor, Lessee agrees to obtain, from a reputable and solvent company, a landlord and tenant's public liability and property damage insurance policy covering the period of this Rental Contract: such policy to provide for such limits as designated by Lessor.
13. Any dances at the Community Center should not begin before 7:00 p.m. and shall end no later than 12:00 midnight. No event shall continue past midnight unless presented to Ballinger City Council and approved by the Ballinger City Council.

WITNESS OUR HANDS on duplicate originals hereof, this the
_____ day of _____, 20_____.

THE CITY OF BALLINGER, Lessor

ATTEST:

Lessee

Duly Authorized Representative