

City of Devine

"The Name Says it All"

1. You must be over twenty-one years of age to reserve the community center and sign this contract.
2. Applicant will assume all responsibility for any damages to equipment, furniture or building.
3. **SMOKING IS NOT PERMITTED IN THIS FACILITY!!!**
4. Decorations may be applied to the wall with masking tape only. The stage area and also the tack boards may be used for additional decorations, but only with use of thumb tacks and staples, and they **MUST BE REMOVED** prior to leaving.
5. **PLEASE DO NOT PLUG** food warmers / roasters in the same outlets. Space them out around the kitchen area or building if needed. **Trips electrical breakers!** In the event that the breaker goes out, contact Devine Police Dept. at 830-663-4403, and ask that they contact the city on-call worker to fix breaker.
6. **There MUST be two security officers if alcoholic beverages are to be served. No exceptions!** The person scheduling this event will be responsible for contacting our Devine Police Department for scheduling the security. You can contact them at (830) 663-4403 for information on security and for payment arrangements.
7. **It is the responsibility of the individual signing this contract to leave the community center in the same condition it was in before setting up. All crumbs, spills, etc., must be cleaned and spot mopped. The kitchen must be cleaned and mopped before leaving the building. Garbage (including trash in restrooms) must be bagged in plastic bags and placed in dumpster outside.**
8. The rental fee – See attachment.
9. A \$100 deposit is required to reserve the center for Devine Residents and \$200 deposit is required for Non-Devine Residents. The deposit will be refunded (**only after cleaning and leaving the hall in the same condition-see #7**) within 10 days after the event to the person signing this form, less any fees deducted for damages. The balance and any additional charges must be paid **two (2) weeks prior to event date**. This may be done by mail to: 303 S. Teel Drive, Devine TX 78016; you may also use the nightdrop slot by the drive-thru window, or pay in person inside the city hall office. Make checks payable to City of Devine, and reference "Community Center" and date of event.
10. An extra charge will be deducted from the renters deposit refund if the thermostats are not turned off.
11. Maximum Seating: 250 Chairs – (269) available * Tables – (44) 6' foot rectangular & (6) 72" round.

Name: _____	Contact Person _____
Address _____	City _____ State _____ Zip _____
Day Phone _____	Evening Phone _____
Event _____	Event Date _____
Alcoholic beverages served _____	Security Provided/Contact Name _____
Security Deposit \$ _____	Date Deposit Paid: _____
Fee for Center \$ _____	Date Fee for Center Paid: _____
½ day Fee prior to event \$ _____	Date ½ day Fee prior to event Paid: _____
½ day Fee after event \$ _____	Date ½ day Fee after event Paid: _____
Total Due \$ _____	Due Date _____

I agree to all the above mentioned conditions.

Signature of Applicant: _____

Date: _____

City Representative: _____

Date: _____

COMMUNITY CENTER RULES

Dr. George S. Wood Community Center Policies and Operating Procedures.

The Community Center has been designed to enhance and enrich the cultural life of the community. All residents of the community are entitled and encouraged to use the community center for activities that would promote the community. The center is open for use regardless of race, sex, age, national origin, religion or physical or mental handicap. The policies and operating procedure described below are intended to enhance any activity held in the community center so it is fairly available to all and the facility is kept in good shape for all to use and enjoy.

General Policies

1. Definitions

- a. "City Council" means the City Council of Devine, Texas.
- b. "Center" means the Community Center owned by the City of Devine, Texas.
- c. "Director" means the person the City Council of the City of Devine has empowered to act in that capacity.
- d. "TABC" means the Texas Alcoholic Beverage Commission.
- e. "Caterer" means any person, firm or organization that sells or serves food or beverages to a user in the center.
- f. "User" means any person, firm or organization that makes use of the facilities of the center.

2. Written Agreements

- a. No user shall use any space, inside or outside of the community center without executing a written agreement. The form of the agreement will be prescribed by the director and shall be approved as to content by the City Council.

3. Classification of Use

- a. Rental rates shall depend on the classification of the user.
- b. The duration of the use of the building will not affect the fee charged.
- c. Users shall be classified into one of the categories listed below:
 - (1) Non-Profit – educational, civic, religious, or health and welfare events.
 - (2) Regular – would be anything not listed under the Non-Profit.

4. **Advance Booking**

- a. The center shall be available to all groups on a first come, first serve basis. Reservations will be made in person by an adult over 21 years of age.
- b. Contract needs to be signed in advance.

5. **Fees**

- a. Fees for use of the center are set by the City council and are subject to change from time to time. Current fee schedule attached.
- b. All contracts signed before a general fee increase will be honored at the rate in effect at the time the contract was signed.

6. **Payment of Fees**

- a. Security deposit must be paid at time of reserving the center.
- b. All Rental fees must be paid two (2) weeks prior to the event.

7. **Required Security**

- a. At any event where using alcohol is anticipated, the user must employ certified peace officers who will be present 30 minutes before the event, during the entire event, and up to 30 minutes after the event.
- b. The required number of officers to be employed by the user will be two officers.
- c. Rate shall be \$25.00 an hour per officer.
- d. Officers will be hired by the user and the user will pay in advance for their services.
- e. Any event that will be held primarily for those under 18 years of age must provide chaperones, and the names of the chaperones must be given when the fees are paid to the law enforcement agency.
- f. All officers must be approved by the Devine Police Department.
- g. The Devine Police Department must be notified immediately of any changes made as to officers contracted to work event. Failure to do so will cause the forfeiture of deposit.

8. **Community Center Property**

- a. The community center has chairs, tables and a kitchen available for rent by users. In the event the community center does not have the equipment needed by the user, the user may at their expense bring equipment to the center for use.
- b. Moonwalks/Jumping Castles or anything of that nature, are not permitted inside the center.

- c. Set up of chairs and tables can be done by the user or the city personnel. If the user chooses to have city personnel set up the chairs and tables, there will be a cost involved. The user will be required to turn in a layout of the how they want the chairs and tables set up.
- d. The user is responsible for all damage to the center and the property of the center.

9. **Security Deposit**

- a. A security deposit will be required of any user which sponsors any event at the center.
The amount of security deposits is listed under “Deposits” section.
- b. The deposit shall be used by the center to repair, replace or pay for any property of the center that is damaged or destroyed by the user and any participants at the event. Deposits will be refunded a week after the event; however it may be held if a damage assessment has not been completed.
- c. The deposit or any part of it may be held to cover excessive or unusual clean up expenses.
- d. Groups not vacating the center after their agreed ending time will forfeit their deposit.

10. **Clean-up**

- a. All users will return the facilities in the same condition as when received.
- b. Users will be responsible for cleaning up any areas which, as a result of user’s use, will require more than normal clean-up services.
- c. Before leaving the premises after the event, the user will remove all litter from the center and dispose of that litter in an approved depository.
- d. A rate of \$10 per man hour will be assessed to the user for any clean-up done by the center that was the responsibility of the user. The excessive clean-up fee shall be retained from the security deposit.

11. **Nonconforming Events**

- a. Events not conforming to accepted community standards or any event that has been scheduled due to untrue or misleading information provided by the user shall be rejected or cancelled and deposit will be forfeited. Any such rejection or cancellation shall be at the sole discretion of the City Administrator.
- b. Use of the center to accommodate child care groups for day care or nursery facilities will not be permitted due to lack of appropriate design features.
- c. Other events not covered in this section will be handled at the sole discretion of the City Administrator.

12. **Alcoholic Beverages**

- a. Events which include the serving of alcoholic beverages shall be conducted under the laws of the State of Texas and Rules and Regulation of the TABC. Users are required to contact the TABC for information regarding such rules and regulations.
- b. At any event at which a license is required for the serving of alcoholic beverages, such license shall be filed with the Director at least 48 hours prior to the event.

13. **Cancellation Weekday (Monday-Thursday)**

- a. Any weekday user cancelling an event more than 30 days prior to the beginning of the event shall be entitled to a full refund of any fees and/or deposits paid.
- b. Any weekday user cancelling an event more than 15 days prior to the beginning of an event but less than 30 days shall be entitled to refund of one half of the amount of fees and/or deposits paid, or to a full refund only if the space is used by some other event and they pay the full fee.
- c. Any weekday user cancelling an event less than 15 days prior to the beginning of an event is entitled to no refund.

14. **Cancellation Weekend (Friday-Sunday)**

- a. Any weekend user cancelling an event more than 30 days prior to the beginning of an event will be entitled to full refund.
- b. Any weekend user cancelling an event less than 30 days prior to an event shall be entitled to a refund of one-half of the amount of the fees paid.
- c. Any weekend user cancelling an event less than 15 days prior to the beginning of an event shall be entitled to no refund.

Schedule of Deposits and Fees for the Community Center

15. **Deposits**

Deposits are required to assure that the center is left in good condition. Deposits are refundable upon compliance with all rules and regulations and clean-up requirements. Deposits may be paid by cash, check, cashier's check or money order.

Deposit Fee: \$100.00 Devine Residents and \$200.00 Non-Devine Residents

Rental Fees

Rental Fees are a flat rate as follows:

\$350.00 – Devine Residents (Utility Customers)

\$600.00 – Non-Devine Residents

\$150.00 – Non-Profit (Devine)

Revised July 2015

\$300.00 – Non-Profit (Non-Devine)

\$100.00 – Baby Showers – Devine Residents (Utility Customers)

\$250.00 – Baby Showers – Non-Devine Residents

\$100.00 – Bridal Showers – Devine Residents (Utility Customers)

\$250.00 – Bridal Showers – Non-Devine Residents

No kitchen deposit required, as kitchen is included with rental fee.

16. Center Fees for Decoration and/or Cleaning Purposes

If user wishes to use the Center prior to the event for decorating, a fee of \$50.00 for ½ a day will be required.

If user wishes to use the Center after the event for cleaning purposes, a fee of \$50.00 for ½ a day will be required.

17. Voiding of Contract

The City of Devine reserves the right to void a contract with a user, should the overriding needs of the community require the city to set up a shelter at the community center. The user will be given the choice of rescheduling or be entitled to a full refund.

I acknowledge that I have received a copy of the Community Center Rules, and have read or will read the contents.

By signing the agreement, I understand that I will abide by the Rules.

Applicant

Date

**Community Center Deposit
Refund Request**

Date of Deposit		Date of Event	
Date of Refund		Event	
Amount of Refund		Requested By	
Payable to and Mailing Address for Refund			
Account Number		Approved By	
Signature			
Amount Approved		Received By	
Signature			