

CITY OF SUNRISE BEACH VILLAGE FACILITY RENTAL AGREEMENT

ORDINANCE 277.4 APPENDIX A

Facility: **CIVIC CENTER** **MCNAIR PAVILION** (PLEASE CIRCLE ONE)

Date of Event _____ Start time with Set Up _____ End time with Clean Up _____

Responsible Party for Rental ("Renter") _____

Mailing Address _____

Telephone _____ Email _____

Driver's License/ID Number _____ State _____

Organization Name: _____

Event Type _____ Number of Attendees _____ Primary Age of Attendees _____

(Please Initial One)

Category #

Alcohol *will be* served or allowed at my event. _____

Alcohol *will not be* served or allowed at my event. _____

	Civic Center Category 1	Civic Center Category 2	Civic Center Category 3	McNair Category 4	McNair Category 5	Fees
Civic Center	\$20.00 (4 Hours)	\$160.00 (4 Hours)	\$250.00 (4 Hour)	-----	-----	\$
McNair Pavilion	-----	-----	-----	\$150.00 (12 Hour)	\$500.00 (12 Hour)	\$
OPTIONAL SERVICES	-----	-----	-----	-----	-----	
Additional rental hours (for 4 hours)	\$20.00 (4 Hours)	\$160.00 (4 Hours)	\$250.00 (4 Hours)	-----	-----	\$
Set up chairs and tables by staff	-----	\$65.00	\$65.00	-----	-----	\$
Clean up chairs, tables, floors by staff	-----	\$200.00	\$200.00	-----	-----	\$
Early set up fee	\$10.00/Hour	\$10.00/Hour	\$10.00/Hour	-----	-----	\$
Late clean up fee (next day)	\$50.00	\$50.00	\$50.00	-----	-----	\$
Prep clean and pressure wash Pavilion	-----	-----	-----	\$200.00	\$200.00	\$
Additional trash cans (per can)	-----	-----	-----	\$10.00	\$10.00	\$
SECURITY DEPOSIT	\$25	\$500	\$500	\$500	\$500	\$
TOTAL DUE						\$

- ❖ **RESERVATIONS:** Reservations are made on a first-come, first-serve basis at the Civic Center and McNair Park (as applicable, the "the Rented Premises") for functions that are deemed acceptable use by officials of the City of Sunrise Beach Village, hereafter called "City." Prohibitions of any activity by law, ordinance or other legal mandate apply to Renter's use of Rented Premises.

Rental of Civic Center provides for exclusive use of Civic Center building only. Civic Center is a smoke-free facility, and the renter is responsible for enforcing this policy.

Rental of McNair Pavilion provides for exclusive use of McNair Pavilion only and includes picnic tables placed by city staff under pavilion. Bathroom facilities, parking lots, boat launches and curtilage around McNair Pavilion are to remain open for public use.

Completion of the Rental Agreement and payment of the rental fees and security deposit are required to secure the reservation for the requested date and time. The city may refuse to approve rental if all requirements herein are not met and approved by city staff, which include receipt of agreement, rental fees, security deposits and requested documentation to prove residency or non-profit status.

Failure to follow prescribed guidelines herein may result in disallowing any special use fees for a specific group or activity. In addition, the City reserves the right to disallow future use of rental properties if prescribed guidelines herein are not followed.

The following organizations are permitted use of the Civic Center and McNair Pavilion without an annually signed rental agreement: Citizens for Community Action Association (CCAA) activities; City of Sunrise Beach organizations or special committees; Beachers; Sunrise Beach Volunteer Fire Department.

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❖ RENTAL FEES:

- **Category #1** Civic Center. Sunrise Beach community group activities that are open to everyone in Sunrise Beach who wishes to participate. A minimum of 75% of the group must be Sunrise Beach residents.
- **Category #2** Civic Center. Sunrise Beach property owners using the Civic Center for personal use event, e.g., birthday, anniversary, fundraiser or one-time event. This rate does not apply for those wishing to rent the facility on behalf of clubs, organizations or other groups.
- **Category #3** Civic Center. Private parties for non-Sunrise Beach residents or one-time events, fundraisers, special interest groups, and civic or community organizations not covered by any other Category.
- **Category #4** McNair Pavilion. Sunrise Beach property owners using McNair Pavilion for personal use event, e.g., birthday, anniversary, fundraiser or one-time event. This rate does not apply for those wishing to rent the facility on behalf of clubs, organizations or other groups. Rental does not include boat launch fees. Early set up unavailable.
- **Category #5** McNair Pavilion. Private parties for non-Sunrise Beach residents or one-time events, fundraisers, special interest groups, and civic or community organizations not covered by any other Category. Rental does not include boat launch fees. Early set up unavailable.
- All rentals must include set up and clean up completed within the number of hours contracted. City staff may be available to set up and clean up for an additional fee – see fee schedule. Rental fees cover bathroom towels and toilet paper only. Cleaning supplies provided are limited to brooms, mops and a limited supply of trash bags. All other supplies must be supplied by Renter. Freezer and refrigerator use is not included. All trash must be bagged and deposited in trash receptacles.

- ❖ **ALCOHOL:** Alcohol may not be sold on City property without City authorization. Events where alcoholic beverages will be served or allowed must be disclosed in advance. The City reserves the right to require City-approved security resources at the Renter's expense. Failure to disclose, concealment of or misrepresentation of the type or amount of alcoholic beverages served or allowed may result in the forfeiture of the security deposit and/or the immediate termination of the event without refund solely at the discretion of the City.

❖ SET UP and CLEAN UP:

- Set up and clean up of Civic Center or McNair Pavilion is the Renter's responsibility.
 - Clean up includes returning of chairs and tables back to their storage area.
 - Sweeping or mopping of floor to clean any spills.
 - Renters of McNair Pavilion will return picnic tables to their original locations. Rental of McNair Pavilion includes only picnic tables located and placed by city staff under the Pavilion. Moving tables from other places within the park is not allowed.
 - Renter must remove all trash, including trash from tables, floors, parking area and building curtilage. Additional trash receptacles are available for McNair Pavilion for an additional fee. Trash in excess of the provided bins should be removed by the Renter.
 - The Renter may decorate the facility at her/his own expense and is responsible for removing all decorations, tape and residue from the walls, ceilings, floors and any exterior curtilage. Use of nails and thumb tacks is prohibited. Painter's tape is the only adhesive allowed.
 - If any existing decorations are moved or removed, they must be returned to their original locations at the end of the event.
 - The piano in the Civic Center may not be moved from its current location except by City staff.
 - Civic Center is a non-smoking facility. It is the Renter's responsibility to enforce.
- Optional set up and/or clean up by City staff.
 - Renter may elect, with additional fees, to have City staff set up and/or take down tables and chairs and clean floors at the Civic Center. This option does not include removal of trash. Trash removal remains the responsibility of the Renter.

❖ DEPOSITS and REFUNDS:

- Security deposits are mailed within 15 business days following the event unless:
 - Inspection following the event reveals the need for clean up and/or repairs.
 - Labor rates for damages will be charged at a rate of \$20/hour with a \$100.00 minimum charge.
 - Clean up fees will be charged at a rate of \$20/ hour with a \$200.00 minimum charge.
 - All such charges will be offset against the security deposit.
- Refunds of security deposit are allowed if reservation is cancelled at least 10 days before the scheduled event. Otherwise, 100% of the deposit is forfeited.

Please provide two separate checks (one for rental / one for security deposit).

Rental pay date: _____ Amount: _____ Check Number/Receipt Number: _____

Deposit pay date: _____ Amount: _____ Check Number/Receipt Number: _____

- ☐ I will pick up my deposit check after my rental is completed.
- ☐ I would like my deposit check shredded after rental is complete.

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ASSUMPTION OF RISK, RELEASE, INDEMNIFICATION, AND COVENANT NOT TO SUE

RENTER DOES HEREBY (I) ASSUME ALL RISK, LIABILITY, AND RESPONSIBILITY FOR PERSONAL INJURIES, DEATH, CLAIMS, SUITS, OR OTHER CAUSES OF ACTIONS FOR DAMAGES TO PERSONS OR PROPERTY OF WHATSOEVER KIND OR CHARACTER, WHETHER ACTUAL OR ASSERTED, OCCURRING IN CONNECTION WITH THE USE, POSSESSION, OR OCCUPANCY OF THE RENTED PREMISES BY THE RENTER, AND (II) RELEASE, HOLD HARMLESS, AND INDEMNIFY THE CITY, ITS OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM ANY AND ALL LOSSES, CLAIMS, DAMAGES, FEES, COSTS, AND EXPENSES, INCLUDING LEGAL FEES, INCURRED BY THE CITY, ITS OFFICIALS, EMPLOYEES, AGENTS OR REPRESENTATIVES INCLUDING BUT NOT LIMITED TO ANY CLAIMS OF A THIRD PARTY FOR PERSONAL INJURY, DEATH, OR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF THE USE, POSSESSION, OR OCCUPANCY OF THE RENTED PREMISES BY RENTER.

RENTER DOES HEREBY (I) AGREE NOT TO SUE THE CITY, ITS OFFICIALS, EMPLOYEES, AGENTS OR REPRESENTATIVES IN ASSOCIATION WITH ANY CLAIMS, DAMAGES, COSTS OR EXPENSES ARISING OUT OF THE USE, POSSESSION, OR OCCUPANCY OF THE RENTED PREMISES BY THE RENTER, AND (II) ACKNOWLEDGE AND UNDERSTAND THAT THE CITY IS A GOVERNMENTAL ENTITY THAT HAS SOVEREIGN IMMUNITY FROM SUIT AND LIABILITY UNDER TEXAS LAW.

By signing below, the Renter agrees to all the above prescribed rules, undertakings and restrictions.

Signature of Renter _____

Date _____