

## DORA ROBERTS COMMUNITY CENTER RENTAL AND FACILITY USE AGREEMENT

**This Agreement has been adopted by the City of Big Spring to regulate the use of the Dora Roberts Community Center (the “Center”), located at 100 Whipkey Drive, Big Spring, Texas effective **February 1, 2017.****

1. Persons using the Center (“Renter” herein) shall not acquire any property interest in the Center. It is understood that any Renter’s use of the Center shall be subject to immediate forfeiture in the event of a violation of this Agreement.
2. Alcohol shall be allowed at private functions only. “Private functions” shall include those events to which attendance is limited to members of the sponsoring organization, their spouses and invited guests; which are not open to the public; which are not advertised for general admission; and which are not available to the public by the purchase of a ticket or payment at the entrance to the function.

If alcohol is to be consumed, sold or served at the event, whether BYOB or through sales or delivery under a TABC permit, the Renter is responsible for strict compliance with the Alcoholic Beverage Code and the regulations of the Texas Alcoholic Beverage Commission. A copy of the TABC permit, if alcohol is sold or delivered (not BYOB), must be provided to the Facilities Coordinator prior to the event at the time of final payment of the rental fees. The City of Big Spring reserves the right to inspect the Center during any function to ensure that alcohol is being consumed only in compliance with this Agreement, and any statutes and regulations.

3. The serving of beverages in glass containers is prohibited.
4. Smoking is only permitted in the designated areas outside of the building.
5. Animals are only allowed in the ballroom and entranceways of the building if they are participants in the function for which the Center is rented, or if acting as certified assistance animals.
6. Nothing may be nailed, glued or otherwise attached to the building without the prior written consent of the Facilities Coordinator.
7. Vehicles are prohibited in the DRCC service area unless prior arrangements have been made with the City. No bicycles, motorcycles or other wheeled vehicles are allowed in the building except for those actually being used by handicapped individuals, unless the City has given its prior written consent.

8. The Center will not be available until the time provided herein. Arrangements for renting the Center must include time for decorating or other activities if they are to be performed prior to the time of the function.
9. **The Center may not be altered, or furniture or other property including all decorations and seasonal decorations of the City moved or rearranged without the prior written consent of the City.**
10. Booths, exhibits or similar structures shall not be placed in the corridors or passageways or placed in such a manner as to obstruct access to the entrances and/or exits of the facility.
11. By executing this Agreement the Renter agrees on behalf of him/herself and any listed entity, to indemnify and hold harmless the City of Big Spring from any and all liability, civil, administrative or otherwise, whether through tort, contract or any other form of claim which may result from or be related to the use of the Center by Renter. In the event suit is filed as a result of Renter's activities, Renter agrees to provide, at Renter's sole expense, a defense to such suit through legal counsel acceptable to the City of Big Spring. In the event a judgment is entered finding that the suit or claim was partially the fault of the City of Big Spring, then this indemnity and any resulting payments shall be reduced by the percentage that the fault of the City of Big Spring bears to the total liability. Exception: Federal, State or local governmental entities shall only comply with this section to the extent allowed by law.

## 12. Deposits, Rental Fees, and Security

### a) Deposits

All deposit fees shall be paid at the time the Center is reserved. Deposits ensure payment for cleaning or repairs of damages caused by negligence, carelessness, accident, or abuse of the premises, equipment, the Center grounds, and/or parking lot which may result from the use of the Center by the Renter or any person allowed into the facility by Renter whether through Renter's action or inaction. In the event repairs and/or cleaning costs exceed the amount of the deposit, Renter shall be responsible for the payment of any excess. The amount of the deposit shall be as prescribed below in Section c.

### b) Rental Fees

Rental fees are due seven (7) days prior to the scheduled event. A copy of the permit, including but not limited to, food service, dance, or alcohol, must be submitted to the Facilities Coordinator upon final payment of rental fees. There will be no discounts to the rental fees for any group or organization. Rental fees are prescribed below in Section c. An early set-up fee or late clean-up fee, or both, will be required if the Renter chooses to set-up on the day before the scheduled event or to clean-up on the day after the scheduled event. However, these options will only be offered if the individual room(s) or area(s) in question are not rented to another individual, group, or organization that has paid all rental fees.

c) Deposit and Rental Fee Schedule

<u>Location</u>	<u>Rental Fee</u>	<u>Deposit</u>	<u>Deposit w/Alcohol</u>	<u>Consecutive Day Rental</u>	<u>Early Set-Up or Late Clean-Up Fee</u>
<b>(A) Entire Building</b>	\$650.00	\$550.00	\$750.00	\$325.00	\$200.00
<b>(B) Ballroom</b>	\$400.00	\$300.00	\$500.00	\$200.00	\$100.00
<b>(C) Lake Room</b>	\$300.00	\$200.00	\$300.00	\$150.00	\$75.00
M-F Rental 3p-12a	\$150.00	\$100.00	\$200.00	Not Available	Not Available
<b>(D) Classroom</b>	\$150.00	\$100.00	\$200.00	\$75.00	\$50.00
<b>(E) Fireplace Room</b>	\$50.00	\$50.00	\$100.00	\$25.00	\$20.00
M-F Rental 3p-12a	\$25.00	\$25.00	\$50.00	Not Available	Not Available
<b>(F) Kitchenette (by ballroom)</b>	\$100.00	\$100.00	\$200.00	\$25.00	\$25.00
<b>(G) Pavilion</b>	\$50.00	\$50.00	\$100.00	\$25.00	\$20.00

d) Special Services and Equipment

Fees for special services, equipment and conveniences shall be charged to and paid by the Renter as part of the Center's rental fees. Special services and equipment fees are prescribed below. If the deposit does not fully cover the amount of damages or lost or broken items, the deposit will be retained and the Renter will be required to pay the difference.

<b>Apparatus</b>	<b>Fee</b>
(A) Public Address (PA) System	Free w/ Ballroom (upon request)
(B) Portable Screen	\$75.00 per day

e) **Security.** The individual, organization or group hosting an event for which the services of police, guards, or watchmen are required or desired; whether incidental to permit requirements, to handle a large crowd (50 or more), or for the protection of equipment; is responsible for procurement and compensation of individuals providing such services. When alcohol is to be consumed at an event, Renter must procure security through licensed law enforcement officers or licensed private security officers.

13. Failure of the Renter to use the premises during the agreed period shall constitute a breach of contract and the payment shall be forfeited to the city to serve as liquidated damages for breach of the contract. In case of an event cancellation, the following schedule will determine the Rental fees to be refunded, if any:

- Notice received fourteen (14) days prior to event: Full Refund
- Notice received four (4) days to thirteen (13) days prior to event: ½ Refund
- Notice received three (3) days or less prior to event: No Refund

\_\_\_\_\_  
Room(s) Rented

\_\_\_\_\_  
Event Date

\_\_\_\_\_  
Beginning/Ending Time

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**I HAVE CAREFULLY READ AND UNDERSTOOD THE FOREGOING PARAGRAPHS. I HEREBY ACCEPT THE CONDITIONS OF THIS AGREEMENT ACCORDING TO ITS TERMS.**

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Printed Name of Renter

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Company/Organization

\_\_\_\_\_  
E-mail Address (optional)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State & ZIP

**CITY OF BIG SPRING**

Community Services / Convention and Visitors Bureau  
115 E. 3<sup>rd</sup> Street  
Big Spring, Texas 79720  
*Terrí Telchik*  
Facilities Coordinator