

**BALLINGER COMMUNITY CENTER
OPERATING POLICY 2023**

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 and is secured upon paying the deposit. It may become necessary on infrequent occasions to cancel reservations to accommodate a higher priority overall community use of the facility. 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) or in person at the City Hall, 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, any event with alcohol, 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 shall be responsible for the minimum of two security contractors. Security must be present at the beginning and remain until the entire Community Center and parking lot are cleared.

The Lessee shall be responsible for the volume control of the amplified noise, inside and about the building. 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, per city ordinance you may receive a citation at the officer's discretion. If there is a second complaint by citizens of loud noise, the function may be shut down by the Ballinger Police Department, and a citation shall be issued to each responsible person.

Security for your event will be coordinated by the Ballinger Police Department.

Security must be PAID IN FULL 7 days PRIOR TO EVENT. CASH ONLY.

Security rate is \$55.00/HR. (min 4 hours) per contractor for security, this rate is subject to change. Security is provided by contractors, not as a city service.

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.

- \$ 25 - Front Canopy Area - \$25 each additional day
- \$ 75 - Front Meeting Room - \$75 each additional day
- \$400 - Large Meeting Room/Front Meeting Room/Kitchen - \$100 each additional day
- \$200 - Show Barn Area - \$100 each additional day

EVENT INSURANCE PROVIDED BY THE CITY IS \$200 PER EVENT (NON-REFUNDABLE) MUST BE PAID IN ADVANCE. SEE ATTACHED AGREEMENT.

\$_____ Total of areas Selected above.

The Deposit to book will be \$400 for non-alcohol events, \$800.00 for events serving or selling alcohol on premises. The alcohol deposit can be paid out until 7 days prior to the event. THE DEPOSIT DOES NOT GO TOWARDS THE DAILY RENTAL FEE.

Cancellations must be made 7 days prior to the reservation date to receive the deposit refund.

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 time of inspection up to 2 days before the event. Which time and day will be set by City employee.
2. The key must be returned by 10:00 a.m. for inspection 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, without prior approval.
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 walls and ceiling are steel paneling, magnets or clips are acceptable.
8. The facility has a limited PA / audio system. Misuse or alteration to the system incurs liability for the repair or replacement of the system.

The facility must be cleaned, and equipment stored properly before returning the key to City Hall. The following guidelines are provided to prevent misunderstanding. The rates will be deducted from the deposit, any excess will be the liability of the contract holder. The hourly rates below shall be in ½-hour increments. The city provides mops, a scrubber (to be used only if trained), cleaning chemicals, solutions, and paper goods, it is your responsibility to provide the labor.

- A. Sweep all floors and wet mop.
 - a. \$22.00 per hour
 - b. \$100.00 plus actual cost of repair if the power mop/scrubber is damaged.
 - c. Option: pre-payment for mopping \$85.00
- B. Clean all tables and chairs used.
 - a. \$2.50 per table
 - b. \$1.00 per chair
 - c. Replacement 8' Table \$110
 - d. Replacement Round Table \$150
 - e. Replacement Folding Chair \$35
- C. Fold chairs and tables, and stack properly in their storage area.
\$22.00 per hour
- D. Clean kitchen area and appliances used.
 - a. \$22.00 per hour floors and walls
 - b. \$38.00 per hour range
 - c. \$42.00 per hour fryer
 - d. \$15.00 per gallon oil disposal
 - e. \$10.00 per kitchen garbage bag for food and waste left behind.
- E. Clean all men and women's restrooms in the building that were used for this event.
\$15.00 per restroom plus \$22.00 per hour
- F. Pick up all trash associated with your use of facility inside and outside of the Community Center.
\$10.00 per garbage bag plus \$16.00 per hour
- G. Empty all waste baskets and reline.
 - a. \$10.00 per un-emptied receptacle
 - b. \$1.00 per receptacle to reline.
- H. Place all trash bags in the dumpster on the northeast side of building.
\$28.00 per hour to clean up bags not placed in dumpster.
- I. Make sure all lights are turned off.
- J. Make sure all windows are closed and latched.
- K. Lock all doors. Failure to secure the building will incur liability for any subsequent damages.

- L. Upon the return of the key, the building will be inspected by the City Manager or the designee of their choosing, to determine if the facility has been left in an orderly state, clean and free of damage. If found acceptable, the deposit will be refunded in full. 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.
- P. The contract holder shall be liable for compliance with all laws and ordinances.

Lessee 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:	Yes		No	
Floor: Sweep & Wet Mop	Yes		No	
Clean Appliances	Yes		No	
Trash Can Emptied/Relined	Yes		No	
Turn Off Lights	Yes		No	
Kitchen:				
Floor: Sweep & Wet Mop	Yes		No	
Clean Appliances	Yes		No	
Trash Can 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	

**THE STATE OF TEXAS
COUNTY OF RUNNELS
CITY OF BALLINGER**

This Rental Contract is 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 from _____ AM/PM on the _____ day of _____, 20 _____.

To _____ AM/PM on the _____ day of _____, 20 _____.

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

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

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. If it is determined that the Lessee willingly violated this rule, the Lessee agrees that the appropriate compensation will be made.
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 nor deposits will be made.
8. The Rental Contract shall 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. All reservations are committed only when paid in full and done so on a "first come, first serve" basis.

9. No dishes, silverware or utensils are available at the Center. Tables, chairs, cooking range, deep fryer, three-section sink, chest freezer and refrigerator will be available, and must be left in at least as clean of a condition as they were when you arrived.
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. The use of tape on the floor is prohibited, damage to the flooring will result in liability for its repair.
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 way 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. The Lessor requires that all contracts be bound by an event policy of no less than \$1M/2M Liability, the City of Ballinger includes this in the contract fee. The Lessee agrees to be liable for any deductibles in the event that a claim for damages is made.
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

Lessee

Duly Authorized Representative

CHECKLIST FOR CLEANING THE COMMUNITY CENTER				
Acknowledgement of cleaning prior to event. Please initial and sign.				
Bathrooms:				
Floors: Sweep & Wet Mop	Yes		No	
Trash Cans Emptied/Relined	Yes		No	
Front Room:	Yes		No	
Floor: Sweep & Wet Mop	Yes		No	
Clean Appliances	Yes		No	
Trash Can Emptied/Relined	Yes		No	
Kitchen:				
Floor: Sweep & Wet Mop	Yes		No	
Clean Appliances	Yes		No	
Trash Can Emptied/Relined	Yes		No	
Back Area:				
Tables/Chairs Stacked Properly	Yes		No	
Trash Cans Emptied/Relined	Yes		No	
Floor:				
Sweep & Wet Mop	Yes		No	

acknowledge the community center is cleaned and in order prior to my event. I agree to have all tasks above in the condition I received it in. If not, I waive my deposit of \$400-\$800.00.

Lessee Signature _____ Employee Signature _____