

City of Gordon

Administrative Policies and Procedures for the Community Center Facility Usage Policy

Purpose

The City of Gordon permits the Community Center to be used for the leisure time pursuits of the general public, as well as by government agencies, and not-for-profit organizations. This Policy is intended to establish standardized guidelines for the proper usage of facilities.

General Guidelines

The City of Gordon permits the use of this facility by those organizations and groups that will comply with the law and will benefit the general welfare of the community. The City has established a reservations system by which any person or group may apply to use facilities and may generally be granted usage on a first-come, first-served basis. However, priority of use will be given to programs directly sponsored by the City of Gordon. Any person or group with a usage permit will supersede any unauthorized users of the facility.

Use of facility will be granted when the following provisions are met:

- A. Liability. As between parties, each party shall be solely responsible for any and all liability arising from personal injury, including death or damage to property arising from the act or failure to act of the representative party or its officials, agents, employees pursuant to this agreement. The liability of the City shall be subject to the immunities and limitations of the Texas Tort Claims Act and of any amendment thereto.
- B. Official representatives of groups using City facility must sign an appropriate rental form. Signers of permits are held responsible for the care of the facility, the control of all participants, spectators, etc., and the payment of all applicable fees or charges that may be required. Rental holders must be at least 21 years of age, agree to be present for the entire activity, and be responsible for the decorum of those present. Minors must be supervised by an adult at all times.
- C. No City facility may be used for unlawful purposes. Activities may not infringe upon City rules and regulations, nor disrupt the use of the facility by others.
- D. All signs, flyers and promotional literature advertising political, religious, commercial, promotional, or fundraising activities on City premises must explicitly state that such use does not constitute endorsement by the City of Gordon.

Security Deposits

- E. Groups may use desired facilities on providing that, such activities are consistent with the general activities of the facility and according to the availability of the facility. Reservations cover the use of the facility only and do not include any equipment except where noted. Damage deposits and other fees apply depending upon the specific requirements of the facility being reserved.

Penalties

- F. Alcoholic beverages, illicit drugs and tobacco products are not permitted in any facility or on City property.

City of Gordon Community Center Reservation Guidelines

1. *Use of City of Gordon facility by any individual or group is subordinate to the operating requirements of the City of Gordon. In all cases, such use clearly must not conflict with City of Gordon-sponsored activities nor restrict public use of a building.*
2. *All reservations must be scheduled through Gordon City Hall.*
3. *A City of Gordon facility may not be used for unlawful or purely commercial purposes. Activities must not disrupt the use of the facility by others. Attendance may not exceed legal capacity.*
4. *The City may refuse reservation to anyone. Reasons may include, but are not limited to: non-payment, abuse of facilities, sportsmanship issues, lack of supervision, and disregarding City policies, etc.*
5. *Individual or group shall use premises only for the purpose and activities as described in the contract.*
6. *All City of Gordon sponsored programs and events take priority over the outside reservations.*
7. *Facility reservations will not be officially scheduled until reservation agreement is signed, and security deposit is received.*
8. *A clean-up/damage deposit will be required of all groups and organizations requesting facility usage. The deposit is payable at the time of reserving the facility. The City may withhold all or part of the users deposit as may be necessary to return the facility to its conditions prior to the activity. After inspection of the facility by City staff the deposit shall be refunded provided that the deposit is not required to cover the cost of clean-up and damages. Additional charges may be incurred by the group/organization if the deposit is not sufficient to cover the cost of clean-up/damages.*
9. *Any individual or group reserving the City of Gordon facility agrees to abide by the rules and regulations governing such use and pay all fees and costs that may be required.*
10. *Required fees must be paid at least seven {7} working days prior to the date of requested use. When an event is cancelled after fees are paid, the applicant may select another open date. Groups or individuals canceling their reservations within three {3} days prior to the requested date will forfeit their deposit, unless inclement weather, unexpected emergency or the City of Gordon initiates cancellation.*
11. *Users take full responsibility for setting up the facility and for leaving it in a clean and orderly condition. Chairs and tables shall be returned to their original locations. All trash and food shall be disposed of properly in the provided dumpsters. All trash must be taken from the receptacles and placed inside the dumpsters.*
12. **All decorations and tape must be removed from the wall, tables and buildings.**
13. *Any sound system, video system, music, etc. shall be kept at a low volume so as not to disturb the neighboring residents.*
14. *No alterations are permitted under any circumstances.*
15. *All facility reservations must end by 11:00 pm. You must have the facility supplies broken down and put away in their proper place and all items removed by the end of the reservation.*



Community Center Rental Agreement

Renter Information

Event Type/Purpose of Rental: _____

Contact Name / Organization: _____

Address: _____ City: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Alternate Phone: _____ Email: _____

Rental Information

Date of Rental: _____

☐ All Day – 8 a.m. to 11 p.m. Within City Limits (\$200)

☐ All Day – 8 a.m. to 11 p.m. Outside City Limits (\$250)

☐ Optional \$200.00 cleaning fee

General Information

Refundable deposit: \$200 for any rental if cancelled within 14 days prior to Reservation and if not damage and/or cleanup inspection completed

Staff Use Only

Total \$ _____

Date Pd _____

☐ Rental Deposit Paid

Facility Rental Conditions

- Rentals include use of room(s) rented, tables, chairs, trash cans, a broom and a mop.
- Renters will not charge admission or sell anything without permission from the City.
- Renters must be at least 21 years of age and provide copy of valid ID
- Alcohol is permitted **only** through approval of the City.
- Smoking is prohibited. This includes electronic cigarettes.
- Gambling is prohibited.
- Smoke machines are prohibited.
- Water slides, inflatable water attractions, slip-and-slides, and any other water-based recreational equipment are strictly prohibited on Community Center property.
- There must be one adult present for every fifteen (15) minors (under 18 years of age).
- Renters and guests must park in the designated parking area only.
- Any decoration or items that may cause damage to the facility in any way are prohibited.
- The City reserves the right to cancel or reschedule rental.

Reservation Information

- Reservations made less than one (1) week prior to the rental date must be approved by the City's staff.
- A \$200.00 deposit is required to make a reservation.
- Any deposit not picked up by the renter within 90 days after rental will be destroyed.
- Rentals must be paid in full two (2) weeks prior to rental date.
- Fee refunds will be given for cancellations as follows:
 - 100% refund if cancellation at least 14 days prior to rental.

Renter's Responsibilities

- Renter may pick up key at Gordon City Hall during normal business hours (M-Th 7:00am – 4:00pm & Fri 7-11 am) and must have the key returned the first business day following your rental.
- If the key is lost or not returned in the appropriate amount of time, a \$30 fee will be assessed to the renter.
- Renters are responsible for properly disposing of all trash, removing all debris from the kitchen and restrooms, wiping down all countertops, sinks, stoves and refrigerators, sweeping and mopping, and leaving the building in appropriate set-up.
- Renters assume full responsibility and liability for all people present at the time of rental.
- Disregard or abuse of any or all of the above will result in partial to full loss of deposit and loss of future rental privileges.

The responsible party/renter _____ agrees to hold harmless the City of Gordon, it's employees, representatives and volunteers, from and against any and all claims, suits, actions, damages, liability, and/or causes of action of any kind or character whatsoever (including all costs, expenses, and attorney's fees relating thereto), for any personal injury, loss of life or property, and/or damage to property, sustained in or about the said facilities, or arising from or relating in any way to the rental agreement for the above facilities.

The responsible party/ renter further agrees to adhere to the rules and regulation of the City of Gordon and to be responsible for any damages to the property and/or facility that are a result of any action(s) of the participants at the function for which the facility is rented.

Signature of Responsible Party

Date