

## Dickey-Givens Community Center Rental Agreement

The City of Taylor welcomes you and thanks you for your consideration in renting our Community Center! We hope you and your family or group will enjoy a memorable event. If you encounter a facility problem after business hours, on weekends, or holidays, you may call the designated parks on-call employee for assistance at (512) 318-8672.

Please remember that the **City of Taylor is not responsible for lost or stolen articles**. Be sure to remove all personal items brought into the Center, **as access to the Center is limited to the date of your event only**.

### Rental Rates, Deposits & Fees

Rental rates, deposits, and fees for use of the Center have been established by the City. Rental Rates are based on a per day basis. To receive the discounted resident rate the renter must reside in Taylor and provide identification and/or a current utility bill to prove residency.

Dickey Givens Community Center	½ Day 6 hours	Whole Day 11 hours	Add Two Hours Friday/Saturday only 10 pm-12am	Deposit
Resident / City Employee	\$100	\$200	\$0	\$200
Non-Resident	\$150	\$250	\$70	\$300
Non-Profit	\$75	\$125	\$0	\$200

### Rental Time Options:

- Center is available for rental at from Monday-Sunday with Half Day Rental options or Whole Day Rental options. Once a day has been selected for either a rental by half day or whole day, the center is considered booked for the day.
- Half Day Rental time slots are from 11-5pm or 4pm-10pm. These times include set up and clean up time after the event.
- Whole Day Rental is from 11 am- 10pm. These times include set up and clean up time after the event.
- Additional two hours for Friday and Saturday night 10pm-12am.
- Renters must schedule events during rental time to provide for time to set up their event, hold their event, and to clean up after their event. Rentals must stay within the ending time as provided.

### Deposits (refundable, subject to procedures)

- Damage and clean-up deposit: \$300.00
- Damage deposit will be refunded within two weeks provided that all procedures are met, including building condition and rental agreement times.

### Additional Fees (non-refundable)

- Per/hour/per/law enforcement officer fee as per the City of Taylor fee schedule, with a three-hour minimum. If a police vehicle(s) is needed, then the cost is the City of Taylor fee schedule, per hour per vehicle cost.
- If damages exceed the amount of the damage deposit, the renter will be required to return the facility to pre-use conditions. Fees to be charged will be for the direct costs of labor, materials, supplies and equipment.
- Before or after-hours fee: For any event that the renter occupies the facility **before their scheduled time and/or past their scheduled time, the entire damage deposit will be forfeited.**

### Reservations

- Only persons twenty-one (21) years of age or older can reserve the Community Center.
- Renters may call to **temporarily put a date on hold for one week**. During the next 7 days, renters must pay non-refundable fee of \$50, pay deposit and complete use complete & sign rental agreement.
- Dates are considered **officially reserved** for an event when the non-refundable \$50 fee and deposit are paid for the booking.
- Renters can officially reserve facilities 6 months prior to an event at the earliest.
- The City of Taylor requires a **\$50.00 non-refundable reservation fee and deposit rental at the time of the booking**. The non-refundable reservation fee will be applied to the rental fee total. The balance of the rental fee are due 14 days prior to the event.
- If cancellations are received by the City at any time prior to 14 days before the date of the event, a full refund shall be made minus the \$50 Non-Refundable Reservation Fee and Deposit. **No refunds will** be made for cancellations within fourteen 14 days.

### Restrictions

- No organization or individual shall be able to reserve the community center more than six days within a calendar year.
- The rental of the Community Center **DOES NOT** include the reservation of the park pavilion.

### Important Rental Information

- A special event permit is required for all events where the public is invited, and alcohol is to be sold.
- Private parties would be considered as weddings, weddings receptions, birthday parties, and non-profit events without sale of alcohol.

- The City designee has the right to refuse rental if the proposed event conflicts with scheduled events or if the proposed use is perceived to be physically detrimental to the facility. All rentals must be approved in writing by the designee.
- Representatives of all groups and entities, and any person or entity reserving the Center, agree to indemnify the City of Taylor for all personal injuries and property damages incurred from the use and occupation of the facility.
- Official use of the Center will take precedence over all reservations that may be in effect in the event of an emergency (as identified by the City of Taylor Emergency Operations Management Team).
- A renter may be denied the ability to rent the facility in the future if the rental procedures are not followed.
- The building capacity is for 225 people (with chairs) and 105 for tables and chairs. The meeting area is approximately 1550 sq. ft.

#### **Issuance of official reservation restrictions**

- That the proposed activity, event or use of these facilities will unreasonably interfere with other scheduled users of the facility.
- The proposed activity, event or use of these facilities will unreasonably interfere with the public health, safety, or welfare of other users and/or the public.
- That the conduct of the proposed activity, event or use is reasonably likely to result in or create a clear and present danger of violence to persons or property resulting in serious harm to the public.
- That the facility desired has already been reserved for another activity, event or use at the same day and hour requested in the reservation application.
- That false or misleading information is contained in the reservation application or required information is omitted.
- That event would violate any federal, state, or municipal law

The City shall have the authority to revoke a reservation upon finding of a violation of any rule, ordinance, state, federal or local law or upon the violation of any condition or restriction under which the reservation was issued.

#### **Refunds after use of facility**

Upon examination of the building, the deposit will be refunded less any damages or clean-up charges. Furthermore, any event causing damage to any of the Community Center, furniture, fixtures, equipment, and entire Municipal Complex shall forfeit such deposit and possible refusal on any further use of the Community Center thereafter.

**The refund will be processed via check within three weeks of the completion of your rental.**

#### **Insurance**

- The additional liability insurance requirements will be followed if the event requires a City of Taylor Special Event Permit. Special event permit is required when selling alcohol or when tickets are sold to an event.

- The City through his/her designee shall have the right to alter insurance and/or bond requirements based upon the type of event, equipment, machinery, location, number of people involved, and other pertinent factors or risks associated with the event.
- Renter of the facility shall furnish the city with certificates of insurance or copies of policies, evidencing the required insurance before being provided access to the facility.
- Renter will hold harmless the City from and against, claims, damages, losses, and expenses, but not limited to attorney's fees, which arise out of or in any way related to all personal injury, death, and/or property damage in connection with rental of the facility by the renter.

### **Set-up Requirements**

- It shall be the responsibility of the person signing the rental agreement to be on-site for the entire duration of the rental and to comply with and enforce all City policies, rules, and regulations pertaining to the community center usage.
- Renter shall comply with all laws – federal, state, and local – including all ordinances of the City of Taylor and all rules, regulations, and requirements of the Parks and Recreation, Police, and Fire Departments.
- Renter is responsible for the set up and clean-up of the facility and must include time needed for set up, decoration, and clean up in the requested rental time.
- Renter shall be permitted to use only the areas which have been rented during the time period. Renter shall not do or permit to be done, in or upon any portion of the facility or its premises, anything that will obstruct or interfere with the rights of the other renters of the facility.
- At no time shall a renter sub-lease or assign its rental to another individual, group, or organization.
- Additional services which are not normally provided by the City such as special sound and lighting equipment, additional stage facilities, extra electrical and utility services, etc., must be furnished solely by the individual or association who agrees to acquire necessary electrical, health, sound, and other permits as may be required and to comply with all codes and laws of the City of Taylor, as well as all County, State and Federal codes and laws.

### **Decorations**

- Renter requiring additional services/equipment other than which are normally provided by the facility must be furnished solely by the renter and are subject to the department's approval. Renter agrees to assume all necessary expenses.
- Sidewalk chalk, glitter, confetti eggs, water balloons and piñatas are prohibited.
- Renter shall not be permitted to nail, tape, screw, paste, glue, tack or otherwise physically attach materials to any part of the facility. No items may be hung from the ceiling. All decorative materials must be treated with flame proofing and meet the requirements of the City of Taylor Fire Codes.
- All decorations must remain inside area that is rented and completely removed at conclusion of rental.

- Any non-compliance in this section, will automatically waive the refunding of the damage deposit.

### **Alcoholic Beverages**

- Alcohol will be allowed at the facility for free during private events. No sale of alcohol during private parties. Private parties would be considered as weddings, wedding receptions, birthday parties, and non-profit events without sale of alcohol.
- Special events, where alcoholic beverages will be sold, require users must obtain a special event permit from the City, provided the renter meets the requirements within TABC regulations and provides event security. Special events are defined as events inviting the public and do not fit within the private party definition from above. All alcohol is used within rules and regulations set forth by the Texas Alcoholic Beverage Commission, and Alcohol shall be served by bartenders or servers with State-required licensing. Documentation of compliance with the City special event permit will be required before release of access to the Dickey-Givens Facility.
- In the State of Texas, any person who provides alcoholic beverages to another may be responsible for the actions of that person, including injuries to persons or property. The City of Taylor does not assume any responsibility for injuries arising out of any events not sponsored by the City. Individuals should use special care if alcoholic beverages are being served at the event.
- Additionally, all sales of alcoholic beverages are to be made in compliance with the Texas Alcoholic Beverage Commission. For questions concerning the sale of alcoholic beverages and/or obtaining a permit, call the Texas Alcoholic Beverage Commission's Austin District Office at (512) 451-0231.

### **Tobacco free/ clean air policy**

Dickey-Givens Community Center is designated as a clean air environment and prohibits any kind of tobacco use or alternates to tobacco regardless in the form of smoke or smokeless to include tobacco cigarettes, hookah, bidis, kreteks, and the like, electronic cigarettes or any other forms of smoking devices.

### **Cleaning Requirements**

- All trash must be bagged and disposed of properly in trash receptacles. Large events may be required to provide dumpsters.
- All decorations must be removed. If paint is removed from walls during decoration removal, additional charges may be deducted from the damage deposit.
- The City will be reimbursed by user/renter/group for any costs incurred due to damages or additional cleaning, an additional charge may be deducted from the damage deposit.
- The renter will be responsible for cleaning/sweeping/mopping the facility after the rental. A cleaning checklist will be provided.

## **Security Requirements**

- One chaperone (at least 21 years old) shall be required for every 25 minors (up to 18 years of age). Chaperones shall be present when the rental begins, be present throughout the rental time, and shall not leave the area until all youth have vacated the immediate area.
- City staff shall reserve the right to determine whether police security shall be required during a scheduled activity and, in collaboration with the Taylor Police Department, shall determine the amount of security required during the occupancy of the facility. If the renter refuses to assume the cost of such police security, then the rental shall be subject to cancellation.
- All applications must state the maximum expected attendance. A rental may be shut down immediately by City staff or Taylor Police Department without refund of deposit or rental fees on the following conditions:
  1. If expected attendance exceeds maximum number stated by greater than 10%.
  2. Breach of the Peace.
- Special events will require police security for events.

## **Prohibited Activities and Items**

- Sidewalk chalk, glitter, confetti eggs, water balloons and piñatas are prohibited.
- Commercial solicitation and transactions are prohibited.
- Golfing, archery, remote control vehicles including planes, and horseback riding are prohibited. Firearms are prohibited except as authorized by law.
- Animals are not allowed in the building except for service animals. American with Disabilities Act defines service animals: *Service animals are defined as dogs* that are individually trained to do work or perform tasks for people with disabilities. See: [https://www.ada.gov/service\\_animals\\_2010.htm](https://www.ada.gov/service_animals_2010.htm)
- Bounce houses are not allowed on any grass area of the park.
- Glass containers ARE NOT permitted in the parks, leased facilities, or parking lots.
- Where vehicle parking lots or areas have been set aside in any park in the city, no vehicle shall be driven over or across the curbs, sidewalks, grass or lawn within the park, and vehicles shall be parked in the parking lots or areas as designated and not elsewhere unless approved by City staff.
- Campfires and open burning are not allowed. Personal barbeque grills are allowed in the parking lot only.
- The City of Taylor is not responsible for lost, damaged or stolen personal items during your rental period.

**Dickey-Givens Community Center  
Reservation Application**

Instructions: Please completely fill out the application and bring this form with the required deposit in person to 1412 Davis Street. Your contact person is responsible for all the requirements of the Center. Please read the entire policy prior to completing this form. Your reservation will not be scheduled until the City receives this completed form and deposit.

**Name of Individual filling out application:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Reservation Date:** \_\_\_\_\_ **Approx. Number of Attendees:** \_\_\_\_\_

**Purpose of function:** \_\_\_\_\_

**Reservation Time selected** (*these includes setup/decorating & teardown/cleanup*) **circle all that apply:**  
**Half-Day early:** 11am-5pm / **Half-Day late:** 4pm-10pm / **Full-Day:** 11 am-10pm / **Extra 2 Hours**  
Fri/Sat

**Organization Name:** *(Complete this section **only** if renting for a corporate/community event)*

\_\_\_\_\_

**Circle Type of Organization:** Business Nonprofit Taylor Nonprofit Taylor ISD City Affiliated

**Organization Address:**  
\_\_\_\_\_

**Organization or Contact Phone Number:** \_\_\_\_\_ **Open to Public:** yes  
no

**Note:** Proof of liability insurance must be required prior to access to the facility if event triggers a special event permit.

Reservations shall not be transferrable without the written consent of the City.

As the authorized representative for this individual rental or for the organization or business, I hereby apply for use of the Dickey-Givens Community Center. My group and I agree to follow all the rules and procedures in the Dickey-Givens Rental Agreement and understand that my group or I will be responsible for paying any damages, losses or cleaning expense that may result in our use of the Community Center.

I also will hold harmless the City from and again, claims, damages, losses, and expenses, but not limited to attorney's fees, which may arise out of or in any way related to all personal injury, death, property damage in connection with rental of the facility by the renter.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title (If applicable): \_\_\_\_\_

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Below For Staff information only:

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DIRECTOR APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_

PAYMENT MADE BY: \_\_\_\_\_

APPLICANT'S ADDRESS: \_\_\_\_\_

Dickey Givens Community Center / Reservation Date: \_\_\_\_\_

DEPOSIT RECEIVED 100-240-104: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

RENT RECEIVED 100-340-264: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

BALANCE DUE BY DATE: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SECURITY REQUIRED: \_\_\_\_\_

KEY PICKED UP: \_\_\_\_\_ KEY RETURNED: \_\_\_\_\_

RETURN DEPOSIT CHECK REQUEST AMOUNT TO ACCOUNTING: \_\_\_\_\_

SIGNED: \_\_\_\_\_ NAME PRINTED: \_\_\_\_\_ DATE: \_\_\_\_\_

NON-PROFIT ORGANIZATION GROUP / CHURCH (501C3) VERIFIED: \_\_\_\_\_