



*City Of Seagraves*

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## **SEAGRAVES COMMUNITY BUILDING RENTAL AGREEMENT**

### **ELIGIBILITY TO RENT**

- 1. Rentals may be made by**
  - a) private and/or public business entities
  - b) civic organizations
  - c) schools
  - d) governmental bodies
  - e) churches or non-profit organizations
  - f) individuals 21 years of age and older.

**All renters must satisfy the qualifications set forth herein to be eligible to rent.**

2. Individuals must be a resident of the City of Seagraves, and have an open and active utility account in good standing.
3. No individual, organization or, entity that is delinquent in the payment of any funds to the City of Seagraves, Any Taxing Entity, Gaines County or, any Government office or department will be eligible to rent the facility until such time as the delinquent amount has been paid in full.
4. No individual or entity that has violated any of the terms of this Policy on prior rentals will be allowed to rent city facilities subject to this policy, unless and until they have their rental privileges restored by the City Council.

### **POLICIES ON RENTAL PERIODS**

1. Governmental bodies, schools, churches, and civic organizations may reserve the facility, subject to this policy, up to 3 months in advance. All other persons and entities may reserve the facility up to 2 months in advance.
2. Governmental bodies, schools, churches, and civic organizations may rent the facility for no more than a total of 21 days in a calendar year.
3. All other persons and entities may rent the facility for no more than 12 days in a calendar year.
4. Generally recognized civic organizations operating in the City of Seagraves for a lawful purpose may reserve the facility for regularly-scheduled meetings under the following rules and provisions:

- a) The civic organization's meeting must be on a regularly-scheduled basis; of no more than 1 meeting per month.
  - b) The civic organization must schedule building use with the City Secretary's Office, specifying the times as well as the days or dates of meetings.
  - c) Civic organizations shall not be required to pay Rental fees for regularly-scheduled meetings; however, Damage Deposits shall be made before meeting reservations are made.
  - d) In the event that the city becomes entitled to moneys from an organization's funds on deposit, the organization's use of the facility will be suspended until all damages are paid and the deposits replenished.
  - e) Civic organizations using the facility for regularly-scheduled meeting under this Section shall abide by all terms and provisions of the entire Building Rental Policy, except where the terms of this Section provide a variance from those terms and provisions.
5. Normal rental time for the facility begins at 07:00 AM and ends at 10:00 PM. This applies to all, so that custodial staff have adequate time to prepare the facility for the next use. Requests for exception to this policy must be made directly to the mayor, and may be put on the agenda for a regular City Council meeting. Such exceptions will require a majority vote of the City Council.

## **POLICIES ON USE OF FACILITIES**

1. No person shall be allowed in the facility outside the designated rental times. There shall be no overnight sleeping in the facility. This policy applies even if the facility is rented for multiple consecutive days. The facility may not be rented by individuals for any purpose or event between 10:00 PM and 07:00 AM.
2. No rentals shall be made for an event which is unlawful, illegal, or offensive to community norms of decency and tastefulness. All renters shall specify the nature and purpose of the event for which they are renting. Rentals by civic groups and other entities must be reasonably related to the function and purpose of the entity.
3. Use of the facility by a Renter for any part of a calendar day shall be considered a full rental day. The Renter will be assessed rental fees for all days that the renter uses the facility. If a renter's use of a facility goes beyond the specified rental term (either before or after the rental term), the renter will be assessed rental for each additional day of use. Any additional fees shall be taken from the damage deposit and/or prepaid fees, if any. The renter must pay any balance still due for additional fees after the damage deposit and/or prepaid fees are exhausted. Failure by a renter to pay additional fees will result in suspension of the renter's rental privilege for future rentals. Such costs will be added to the renter's active utility account and, the renter will be subject to prosecution and collection.
4. No rental may be scheduled until at least 72 hours have passed from the previous rental inspection having been completed. This is to ensure that adequate time for a complete inspection and, thorough cleaning has been completed by custodial staff.

## **FEE AND DEPOSIT SCHEDULE**

### **PRIVATE FUNCTION RENTALS**

The following fees and deposits are due at the time the rental is made:

For the Building

1. Rental Fee: \$100.00 per day (due before key is picked up)
2. Damage Deposit: \$500 (due before rental is reserved)

#### **NOT FOR PROFIT ORGANIZATIONS**

1. Rental Fee: \$75.00 per day (due before key is picked up)
2. Damage Deposit: \$300.00 (due before rental is reserved)

#### **FOR PROFIT RENTALS**

1. Rental Fee: \$1,000.00 per day (due before key is picked up)
2. Damage Deposit: \$5,000 (due before rental is reserved)

Fees and deposits may be made by cash, money order, cashier's check, or credit card  
All deposits are due at the time the rental reservation is made.

### **POLICIES ON DEPOSITS, REFUNDS AND CANCELLATIONS**

1. If building keys are not returned within one business day following the rental period, the key will be considered lost which will result in a rekeying fee of \$50.00 which will be retained from the damage deposit. The rekeying fee is set at the cost to cover the City's expenses to change the relevant lock. Any residual of the deposit will be held until the work to rekey the locks is completed.
2. The Damage Deposit is to ensure that City property is properly cared for by the Renter. The facility will be inventoried before and after each rental, and assessed for damages (or loss) to the building and its contents, including all furniture, furnishings and fixtures.
  - a) The Renter will be responsible for the costs of all damages discovered after the rental and, the costs of replacing any missing items. Costs to repair damages or to replace missing items shall be deducted from the Damage Deposit.
  - b) \_\_\_\_\_ **(initial here)** If the Damage Deposit is sufficient to pay damage and replacement costs, the remaining balance of the damage deposit will be refunded to the renter. If the damage deposit is not sufficient to pay damage and replacement costs, the renter will remain liable for the additional costs. Such balance will be added to the renter's active utility account in which nonpayment may result in disconnection of utility service. Additionally, the City may pursue any and all legal means to collect for damages and loss.
  - c) Any Renter who owes damage or replacement costs SHALL NOT be allowed to make further building rentals. Any rentals previously booked by the renter will be automatically cancelled. Fees paid for previously booked rentals will also be forfeited to the City to cover damage or replacement costs and any remainder will be refunded to the Renter. If the fees on deposit with the city are insufficient to cover the cost of damage and replacement, the unpaid balance will be transferred to the utility account of the Renter and will be subject to the policies for unpaid utility accounts.
  - d) The Damage Deposit will also be forfeited in the event of any disturbance at the rented facility requiring a response by a law enforcement agency.
3. Renters may cancel their rentals at any time prior to the beginning of the rental period, and obtain a full refund of prepaid fees and deposits.

## GENERAL POLICIES

1. ALL City of Seagraves facilities are **tobacco free**. There shall be no smoking or vaping inside the facility or, within 100 feet of any entrance.
2. **No person will be allowed to consume, possess or, be under the influence of any alcoholic beverage or illegal substance in the Community Building or, on the grounds of the facility.**
3. No decorations shall be hung from the walls, ceilings, windows or doors. No rice, confetti, bubbles, silly string, glitter or birdseed shall be allowed inside the building.
4. A private individual may rent the facility to perform fundraisers for various causes sanctioned by the mayor. **The sponsor of the fund raiser will be charged the rental rate at the “FOR PROFIT RENTALS” rate as listed above, with the three-day minimum charge.** An exception to this policy may be granted if the individual is sponsored by a Seagraves Church, a 501 3(c), or other legal not-for-profit entity located in the City of Seagraves. This sponsorship should be consistent with the purpose(s) of both the fundraiser and the sponsor. If the individual is properly sponsored the rental fee will be the same as “NOT FOR PROFIT RENTALS” listed above.
5. **Renters using the facility for charitable events where an admission fee is charged or donations are received shall furnish the city an accounting of money taken in at the event and provide receipts for expenditures related to the event.** This accounting is due within one week following the rental. Failure to comply with this provision could result in the Renter being disqualified from further facility rentals and further result in the forfeiture of all rental fees and / or deposits. An exception to this policy allows the reinstatement of the Renter’s rental privileges and return of fees and deposits on a majority vote following a formal hearing by the City Council.
6. The facility kitchen may be used for food preparation for private functions. **Fund raisers and “FOR PROFIT” events must provide a Health Certificate issued by the South Plains Public Health District. Catered food services used to such events must supply the same Health Certificate.**
7. If an incident requiring a response by a law enforcement agency occurs at an event, the event will be closed down immediately and the premises vacated. All rental fees and deposits will be automatically forfeited. The Renter will be disqualified from further rentals. An exception to this policy allows the reinstatement of the Renter’s rental privileges and return of fees and deposits on a majority vote following a formal hearing by the city council. Failure or refusal to vacate the facility under these circumstances will be considered Criminal Trespassing, and will subject the Renter and all attendees at the event to arrest and prosecution.
8. In the event that any Municipal Police Officer, Deputy Sheriff or, a Custodian of a building subject to this policy, observes a violation of any term of this policy, such Officer, Custodian or, Deputy Sheriff is authorized to act as the city’s agent for the purposes of terminating the event in progress, and issuing written or verbal criminal trespass notices to the attendees of the event.

**9. Renters will be required to return the facility in the same condition as rented.**

The premises must be thoroughly cleaned; including sweeping, mopping and, sanitizing cooking areas and fixtures as required. All Trash must be bagged and placed in outdoor trash bins. Violation of this provision will result in the forfeiture of all deposits, and the Renter will be disqualified from further rentals. An exception to this policy allows the reinstatement of the Renter’s rental privileges and return of fees and deposits on a majority vote following a formal hearing by the city council.

10. A checklist of tasks must be completed at the end of the rental. When the key is returned the checklist must be filled out and signed stating all tasks were completed. City custodial staff must verify the cleaning of the facility prior to the return of deposits.

11. If renters desire or, are required by the City to provide security services for the event. Such Security Providers must be licensed and provide proof of such license to the City Secretary and the police department prior to the event and, will be required to abide by the laws State of Texas and the Ordinances of the City of Seagraves.

**12. *By Signing this agreement All Renters agree to the term of this policy, assume financial responsibility and, agree to hold harmless the City of Seagraves from any liability for all damages, accidents, injuries, and deaths suffered by any person that may occur on the premises during the rental period.***

13. All Renters will be required to agree to all terms conditions of this Policy at the time the rental is made, as evidenced by their signature on a copy of this Policy, to be witnessed and dated by a duly authorized representative of the City of Seagraves.

14. The Mayor is authorized to determine whether an event would violate any of the provisions of this policy and, has sole discretion to grant an exception. The Mayor is further authorized to deny rentals to any person or entity for non-compliance with the terms or provisions of this policy.

**EFFECTIVE DATE**

The terms of this Policy are agreed to this: \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By: \_\_\_\_\_

Printed name

Driver’s License or acceptable ID

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Attest: City Secretary or City Clerk

\_\_\_\_\_  
Date