

**Garden Community Center
Rental Agreement
City of Ingleside**

Renter: _____ Non-Profit: _____
Address: _____
City/ State: _____ Zip Code: _____
Phone Number: _____ Additional Contact : _____
Rental Date _____ Rental Time: _____ AM/ PM to _____ AM/ PM

This agreement is entered by the City of Ingleside, Texas, herein called the "City" and (Name) _____ herein called the "User". The City agrees to rent the City owned facility known as the "Garden Center" to the user on the above dates and times.

Resident Rental Rates

Garden Community Center	\$100 Deposit	\$15 per hour with a 4 hour minimum
Local Non-Profit Fee	\$10 per rental usage	per 4 hour block
Booking Fee	\$25 per event	and is non-refundable

Non-Resident Rental Rates

Garden Community Center	\$300 Deposit	\$30 per hour with a 4 hour minimum
Booking Fee	\$25 per event	and is non-refundable

Residents must produce a valid picture ID with Ingleside address. If address has not been changed to Ingleside an ID with water bill with their name will be approved

The deposit will be returned if no damage is found, the building is cleaned, the lights are turned off and the key is returned within two business days. If any person or group has a past history of causing damage then the City Manager has the authority to increase the deposit has he/ she sees fit. **Deposit Checks take up to 2-3 weeks to return.**

Fees and deposits are to be paid prior to use and are received at the Parks and Recreation office. The deposit and booking fee are due within 5 business days of booking the facility, or prior to the event, whichever is first. The reservation is not confirmed until the deposit and booking fee have been paid. The deposit is to correct minor damage only; renters are responsible for the complete cost of any repairs needed beyond the one hundred (\$100) deposit and three hundred (\$300) for non-residents.

The booking fee is for every rental day but non-profits are exempt from paying booking fee.

Resolution #2016-16 effective November 14, 2016
Applicant Initials _____

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No individual may rent a facility for more than 2 same weekend days in a row (i.e. 2 consecutive Saturdays). For this ordinance individual means single person or a group of people representing an individual organization.

**If any issues before or during your event please call Ingleside Police Department
Non-Emergency (361) 776-2531**

The rental times includes set up and clean up time. Any one entering the building prior to rental agreement time will be charged accordingly. Any person whom goes over the rental time in agreement will also be charged accordingly.

Fees

\$25 removal fee of any items left in the center after rental time

\$50 Lost key and rekeying fee

\$25 cleaning fee per hour per staff member

\$25 damaged walls per hour example: Covering thumb tack or staple holes

\$25 meets after hours due to not picking up key or losing key and having to be let into building

Other fees may be incurred if any other damage is done to the facility and/or its contents

Further, by signing this agreement, user agrees to the following conditions of rental:

The hours granted for use are those, and only those, set forth in this rental agreement.

Any person at the Garden Center whose conduct is disorderly or disruptive in respect to any of the following or any other conduct deemed inappropriate may be escorted from the premises by the City's authorized representative or peace officer. User shall hold the City harmless, indemnify and defend the City, its officers, agents, and employees against any claim related to such ejection:

- A. User must comply with the Noise Ordinance
- B. Intoxication
- C. Use of abusive, indecent, profane or vulgar language
- D. Making offensive gestures or displays
- E. Abusing or threatening another person in an obviously offensive manner
- F. Making unreasonable loud noises
- G. Physically fighting with another person
- H. Any form of vandalism

Decorations are not allowed on walls, ceilings, pictures, displays, windows or doorways.

Use of candles or any other type of flame is not allowed.

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No nails, tacks, tape, staples, hot glue, or other holding device will be driven taped or attached to the wall or ceiling of any building located on rental premises. Violation will be subject to a fine or forfeiture of deposit.

All renter displays, equipment, supplies, etc., must be furnished and removed by the renter. Renters are responsible for setting up and taking down folding chairs and returning them to the original storage area. No property, including movable and tangible things such as chairs, tables, furniture and equipment, without limitation, will be removed from the Garden Center.

Renters may use kitchen appliances. Silverware, cookware, utensils, dishes, towels, glasses, coffee pots and other kitchen supplies are not provided.

All sink, stove, and counters should be wiped down and cleaned.

Refrigerator should be emptied of food and beverages.

Floors must be swept and all spills mopped. The City will provide brooms, dustpans and mops.

Live or amplified music is permitted, but renters must observe all noise ordinances. IF the Police Department receives complaints about noise or general rowdiness, they may exercise their professional judgement. IF they order the premises vacated prior to events conclusion, no refunds will be given.

The temperature of the building is set at 80 degrees. Please move it back to 80 degrees at the conclusion of your rental.

All items should be returned to proper spot when renter entered the building. The renter is responsible for cleaning the room to include sweeping, mopping up all spills, washing off tables and disposing of all refuse. Renters are responsible for taking all trash to dumpster and locking it. If restrooms need attention during your stay please call the non-emergency police number and they will send someone to the site.

Alcoholic Beverages Policy

Alcoholic beverages in “non-glass” containers only are allowed at the Garden Center. Usage must comply with Texas Alcoholic Beverage Commission regulations and the City Code. The City cannot be held liable for any damage suits filed in connection with alcoholic beverages served to an intoxicated guest. The renter is responsible for providing transportation for obviously intoxicated guests.

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The sale of alcoholic beverages in the Garden Center is prohibited. The City of Ingleside reserves the right to require security at the renter's expense, if in the opinion of the City Manager or his/her designee, the nature or size of an event or function requires the presence of uniformed security.

Priority for the building use is given to community youth groups and will preclude allowing alcohol in the building during a youth event.

Fundraising activities are restricted to nonprofit organizations or city functions.

No person or group shall use any area of the community building for any purpose other than for which it was designated and designed. The person or group making the reservation is responsible for the behavior of all guests.

Community Center must be left in the same condition as existed to prior usage by the group. Abused of the facility or violation of the policies can result in denial of further use and forfeiture of deposit.

Conditions which lead to withholding part or all of the damage deposit include but are not limited to, the following:

- Clean up is not completed as outlined in the facility rules and regulations
- Use of the room exceeds the scheduled rental time.
- Equipment or the building is damaged during rental period
- Additional stall time charged required for special services or items not on prepaid facility charges but used by renter during the rental period
- Damage, abuse or disappearance of any piece of Humble memorabilia
- Unauthorized use of equipment in adjacent portion of the building

Building keys will be issued at the Parks and Recreation Office, located at 2671 San Angelo Street. Keys will not be tendered without this properly executed user agreement. Keys will need to be picked up between 9:00 AM and 4:00 PM, Monday through Friday (excluding City observed holidays). It is the user's responsibility to check the facility immediately upon receiving the key and to promptly notify the Parks and Recreation Department if the facility has been left unclean or damaged. After hours, notify the police department of damage or uncleaned facilities.

Keys are to be returned to the Parks and Recreation Office within two business days of the scheduled event. For example, if the event is Friday, then the key must be returned to the office by Tuesday (assuming no City observed holiday is involved).

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In the event of cancellation, user must notify the City of the cancellation within 24 hours of the rental. Failure to give proper notice will result in forfeiture of a portion of the security deposit in the amount of \$50 (fifty dollars).

Executed this the ____ day of _____, 20 ____.

(City of Ingleside)

(Applicant)

Deposit: \$____ Date: ____ Staff:____ Amount Owed: \$ ____ as of two days prior to event
Booking Fee: \$____ Date: ____ Staff :____