

# Rental Overlook

## **Reservations**

- The Indoor Recreation Center may be reserved one year in advance.
- Tentative reservations will be held for 14 days. If the contract and deposit are not received within the given time frame, the area and date request will then be open again for reservations. Please also see our cancellation policy below for other details.
- If no contract and or user fees are paid within 15 days of the scheduled date, the event will be cancelled. Deposits only do not serve as a completed rental agreement.
- Reservations are on a first come first serve basis except when the rental request is for a community event.
- Rental contracts will serve as a living document that will list renter and city obligations not stated in Rental policies. The city manager, city attorney, and parks and recreation department director have the authority to adjust contractual obligations as needed.

## **Rental Policies**

- Community events are to be reviewed by the Parks and Recreation Board.
- Community events are also required to fill out a Facility Rental Application to be presented to the Board.
- Community events must comply with emergency management requirements requested by the Parks and Recreation Advisory Board, Police Chief, and Fire Inspector, 60 calendar days before scheduled event. Any of the overseeing entities may require additional supporting services at the renter's expense, such as emergency personnel and equipment, portable toilets to include mobility-impaired portable toilets, etc.
- If security is required for rental, coordination and fees will be managed through the Smithville Police Department.
- If non-security emergency services are required for rental, coordination and fees will be managed through the City Fire Inspector.
- For community event rentals a certificate of General Liability insurance of \$1,000,000 showing the City of Smithville as an additional insured is required.
- Any community rentals that alcoholic beverages are to be served or sold must provide a certificate of Liquor Liability insurance of \$1,000,000 showing the City of Smithville as an additional insured is required.
- Permits for dispensing alcoholic beverages must be obtained by the Texas Alcoholic Beverage Commission (TABC) at least 10 days before event.
- City rental contracts must be filled out completely with deposits and rental fees collected 30 calendar days in advance for requested dated to be reserved.
- Deposits and fees for rentals will be determined by the most recent city council approved fee schedule. Any other fees for facility or equipment rental requests not listed in city council approved fee schedule shall be determined by the city manager.

## **Payment**

- The Indoor Recreation Center requires that you pay the deposit fee at the time of contract.
- All fees must be completely paid 15 days prior to the event.

- We accept cash, check, VISA, MC, or DISC for all payments except security payments which are cash only.

### **Deposit**

- The deposit is required at the time of contract signing.
- All deposits are refundable so long as no damages are done to the building, clean up was done according to the check off sheet, and all other guide-lines were followed correctly. Please also see our cancellation policy below for additional information.
- An inspection of the rented location and/or equipment will be preformed following the rental.
- Refundable deposits will be at the Director's discretion if there are damages or the contract was not followed as outlined. In cases of renter cased maintenance or emergency management issues that result in City staff and/or other professional services to be called the associated costs will be taken out of the deposit, to include materials and labor fees. Should the deposit not cover the entire amount, the renter will be billed for the excess amount.
- If no issues occurred during your rental then your deposit will be returned to you by mail within 2 weeks of your rental. If the deposit is cash it will need to be picked up in person.

### **Cancellation Policy**

Please read through our cancellation policy carefully and ask if you have any questions.

- All cancellation requests must be in writing to the Smithville Recreation Center 30 calendar days in advance prior to scheduled rental.
- If cancellation request is implemented in accordance to cancellation policy then renter shall receive full refund of deposit, and if rental fees have been paid the rental fees shall be refunded as well.
- Renters will forfeit deposits for any cancellations not deemed by the Parks and Recreation Director as within the stated cancellation policy.

### **Additions**

We have items with in the Recreation Center that we allow our renters to use. Some are included in the user fee while others have a separate fee. Separate fees will be outlined in the 'Additional Charges' area in your contract.

- Tables and chairs are available for use inside the Recreation Center during rentals for no additional charge. We ask that if tables and/or chairs are moved from rooms for your rental, that you put them back in the appropriate rooms.
- The sound system is also available to use for gym rentals for an extra fee (please see rental fees for prices). Please know the sound system is not available to be used in lieu of a DJ or band. It is available for speaking events only.
- The stage is a separate fee when using the gymnasium. Please specify if you will be using the stage at any point during your event. If the stage area is used during event and is not outlined in your contract, then the stage fee will be taken out of your deposit.

## **Clean Up**

You will be given a clean up check list to follow with your contract as well as in the back of this packet. Please review the expectations and ask questions before your event. Not following some or all of the cleaning sheet may result in part or all of your deposit to be kept.

- It is the party's responsibility to clean up during and after the event.
- All trash must be bagged and placed in the BFI dumpster out back for collection.
- Trash containers and brooms are provided for your convenience.
- Please mop any spills that may occur during the rented time.
- The gymnasium floor must be swept entirely with a dust mop and spot mopped after the event. In some cases, spot sweeping is allowed. You can see the front desk staff member for the approval on spot sweeping.
- Instructions for clean up of the gymnasium will be given to the party and must be followed thoroughly. Please clean the kitchen and any items used thoroughly.
- Clean up of the facility must be done the night of your event during your rented hours...NOT the following day. Going over your rented hours will result in an extra fee of \$100 for the first hour and \$50 thereafter.
- Removal of all of your party's belongings as well as entire clean up of all rented areas must be completed before a Recreation Staff member will sign off on your paperwork.

## **Classification of Renters**

- **Resident:** Citizens owning property (business, home, etc.) or residing within the city limits of Smithville. Valid driver's license or state identification card, tax assessment showing property ownership, or city utility bill will suffice as proof of residency.
- **Non-Resident:** Any person or group of persons that do not fit the requirements of resident, non-profit, or commercial.
- **Non-Profit:** Shall mean any local, state, or federal government, agency, group, or organizations with legal nonprofit status registered with the federal or state government. Nonprofit tax identification card or any other official governmental document shall suffice as proper qualification for this classification.
- **Commercial:** Events held by commercial organizations or individuals for commercial purposes. A general description of rentals that qualify as commercial classification are as follows: do not have non-profit tax identification given by state or federal government, invites the public to event and charges an entrance fee, sells items or services for profit to public, organizers of event receive proceeds from event.

# Rental Fees

Gymnasium 400 max reception seating 600 max stadium seating	<u>Resident</u>	<u>Non-Resident</u>	<u>Non-Profit</u>	<u>Commercial</u>
Day	\$350.00	\$500.00	\$350.00	\$1,000.00
Per Hour	\$75.00	\$125.00	\$75.00	\$250.00
Half of Gym / Day	\$150.00	\$250.00	\$150.00	\$500.00
Instructor Contract Half of Gym/Hour	NA	NA	NA	\$15.00
Half of Gym / Hour	\$37.50	\$62.50	\$37.50	\$62.50
Sound System	\$50.00	\$100.00	\$50.00	\$100.00
Stage	\$50.00	\$100.00	\$50.00	\$200.00
Alcohol Fee	\$100.00	\$100.00	\$100.00	\$100.00
Deposit	\$500.00	\$500.00	\$500.00	\$800.00
Security Fee *	Note	Note	Note	Note
Set-up Fee*	\$100.00	\$100.00	\$100.00	NA
Chair rental / chair / day	\$3.00	\$5.00	\$3.00	\$10.00
Table Rental / table / day	\$5.00	\$7.50	\$5.00	\$10.00
Chair or Table Rental Deposit	\$100.00	\$100.00	\$100.00	\$100.00

Security Note: Based on fee set by Smithville Police Department

Set-up Fee Note: Renter wants staff to set up tables and chairs

## Extras w/ gymnasium

You must request any of the extras at the time of contract. Usage of any of these items/areas will not be permitted the day of the rental unless outlined in the contract.

- **Stage**
- **Sound System**
- **Kitchen**

Commercial Kitchen	<u>Resident</u>	<u>Non-Resident</u>	<u>Non-Profit</u>	<u>Commercial</u>
Day	\$100.00	\$150.00	\$100.00	\$300.00
Per Hour	\$25.00	\$75.00	\$25.00	\$75.00
Deposit	\$500.00	\$500.00	\$500.00	\$500.00

# Rental Fees

(cont.)

Large Meeting Room (75 max)	<u>Resident</u>	<u>Non-Resident</u>	<u>Non-Profit</u>	<u>Commercial</u>
2 Hours	\$45.00	\$70.00	\$45.00	\$500.00
4 Hours	\$65.00	\$100.00	\$65.00	\$600.00
Day	\$150.00	\$300.00	\$150.00	\$800.00

Small Meeting Room (35 max)	<u>Resident</u>	<u>Non-Resident</u>	<u>Non-Profit</u>	<u>Commercial</u>
2 Hours	\$30.00	\$50.00	\$30.00	\$300.00
4 Hours	\$50.00	\$80.00	\$50.00	\$500.00
Day	\$100.00	\$200.00	\$100.00	\$600.00

- **Rented times-** The above time slots are to include your set up and clean up time. Hours requested will be rounded up. For example: if your party will be a duration of 3 hours you will be charged the 4 hours rate.
- **Deposit - \$100.00**  
All parties are required to put down a deposit. Please see our cancellation policy for other details.
- **Private Party (Resident/Non-Resident)-** Private parties include: Wedding receptions, birthday/anniversary parties, reunions, etc.
- **Non-Profit -** To get the non profit rate, you must provide a non profit form with your signed contract and deposit.
- **Commercial-** Commercial events are any event that is open to the public.

**Extras w/ meeting rooms**

- **Kitchen -** You must request the kitchen at the time of contract. Usage of the kitchen will not be permitted the day of the rental unless outlined in the contract.

# Rental Areas

## Gymnasium

- All reservations must be made 30 days or more in advance. This is to insure all payments can be made in a timely fashion and we are able to schedule staff for your event.
- Saturday rental contracts for the gymnasium includes use of the gym on the rented Saturday from 8:00am-12:00am plus 1 hour for clean up. If you feel it will take longer than 1 hour to clean up, you will need to end your event early.
- If your event runs over the rented times, your deposit will be deducted \$100 for the first hour and \$50.00 per hour thereafter.
- Weekday, half gym, and hourly gym rentals can be made only with the approval of the Parks & Recreation Center Director.
- Rental of the gymnasium gives you exclusive use of the gymnasium only. It does not include use of any other part in the building such as the kitchen.
- When the gymnasium is not rented, it will be open to the public for recreational purposes during regular business hours.
- The stage is currently used for a class. Stage reservations MUST be made 30 days in advance. If the stage is not rented for your event, then the class will not be cancelled and will go on as scheduled.
- Please see the Do's and Don'ts page for other specific rental details.
- Please see Page 5 for specific details if your event will have alcohol.

## Conference Room(s)

- All reservations must be made 30 days or more in advance. This is to insure all payments can be made in a timely fashion and we are able to schedule staff for your event.
- The Recreation Center is equipped with several meeting/conference rooms.
- Rental of these rooms includes exclusive use of the rented room(s) and times.
- These rooms are available on mostly weekends as our weekdays have regularly scheduled programs that use these rooms. We do try our best to accommodate all rental requests for the building. However, any previously weekly/monthly programs or activities scheduled to use these rooms will have first priority.
- Please see the Do's and Don'ts page for other specific rental details.
- Please see Page 5 for specific details if your event will have alcohol.

## Kitchen

- All reservations must be made 30 days or more in advance. This is to insure all payments can be made in a timely fashion and we are able to schedule staff for your event.
- Rental times for the kitchen are Monday – Friday after 2:00pm and on Saturday or Sunday during the rented times pending availability.
- Please note that this kitchen is used by the CCA Meals on Wheels. It must be kept and left clean at all times for sanitary reasons.
- You must provide your own cooking and serving utensils.

# Rental Information

## Emergency Center

The Recreation Center is available to be used as a state run emergency center and can be called to open as a shelter at any time. In such cases, reservations may be cancelled and a full refund returned.

## Alcoholic Beverages

- Security requests for a Smithville officer or other officer must go through the rental director and approval must go through our Chief of Police.
- Rentals that do not have a Smithville PD Security Contract will be considered in breach of contract, the rental can be terminated immediately, and your deposit will not be returned.
- Security arrangements & payment for the officer must be completed no less than **15 days prior** to your event.
- Security is available through our Smithville Police Department. Fees and guidelines of security are set by the Chief of Police.
- There will be an extra fee per officer if you run over your allotted time.
- Use of our Smithville Officers is preferred but not required. However, to use another officer, you will still need to have a Smithville PD Security Contract. You will need to give the Rental Director the officer's name and phone number in order for our Chief of Police to contact them. Not all requests will be granted.
- GENERAL LIABILITY INSURANCE: For community event rentals a certificate of General Liability insurance of \$1,000,000 showing the City of Smithville as an additional insured is required.
- LIQUOR LIABILITY INSURANCE: Any community rentals that alcoholic beverages are to be served or sold must provide a certificate of Liquor Liability insurance of \$1,000,000 showing the City of Smithville as an additional insured is required.
- The City of Smithville 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.
- You are required to have a Security Officer (at your expense) on duty while your event is in progress.
- All sales of alcoholic beverages are to be made in compliance with the Texas Alcoholic Beverage Commission (TABC). For questions concerning the sale of alcoholic beverages and/or obtaining a permit, call TABC's Austin District Office at (512) 451-0231. If selling alcohol at the event, a copy of the Liquor Liability must be returned to the Recreation Center **10 days prior** to the event. You must obtain a license before selling alcohol.

***If alcoholic beverages are present at your event and you have not cleared this with the Director of Rentals you WILL NOT receive your deposit back plus you will be faced with a fine of up to \$500.00.***

The City of Smithville reserves the right depending on the type of event to require security.

## Do's and Don'ts

- Reserving party and caterers must remove all trash from the facility to the BFI dumpster behind the Rec. Center.
- NO RICE, GLITTER OR CONFETTI is permitted inside the facility. Birdseed is permitted outside the building. If any of these items are inside the building, a \$50.00 clean up fee will be assessed.
- Balloons are allowed inside the building, but it is the party's responsibility to insure they are not released inside the building.
- Clear tape is allowed when decorating. Staples, nails, or duct tape are strictly prohibited in the walls or on any other fixture in the building. Please remove all decorations at the conclusion of the event.
- No one is permitted to move indoor tables and/or chairs outside.
- Food and beverages/alcohol must be kept in the designated rental area.
- When renting the Recreation Center, we provide tables and chairs. There are an estimated 350 chairs and 40 8-foot long tables. Please be aware that not all of these tables and chairs will be available for your event. We must use some of them in other areas of the center. If additional chairs are needed, the reserving party is responsible for any charges and or the return of the rented item(s).
- If selling alcohol, the reserving party must return a copy of the Alcohol Beverage license 10 days prior to the event.
- The Recreation Center is not liable for food and/or beverages supplied by the reserving party or caterer.
- All rental security and other charges must be paid prior to the event. Failure to do so will result in cancellation of the event.
- ALCOHOL IS NOT PERMITTED WITHOUT SECURITY, BEFORE OR AFTER THE EVENT. If alcohol is brought on the premises without security, the event will be immediately canceled, no refund will be given and you WILL be charged with a fine of up to \$500.00.
- The City of Smithville reserves the right depending on the type of event to require security.
- Hours of use for Gymnasium rental purposes are Friday 6:30pm to 12:00am, Saturday 8:00am to 1:00am, and Sunday 2:00pm to 6:00pm.
- If you are selling alcohol, you must purchase a temporary permit from the TABC. Further information is on page 7.
- Please see our cancellation policy for details.
- The reserving party is responsible for the entire clean up of the rented area during and after the event. All trash must be collected and put in the provided dumpsite behind the Recreation Center. Any item(s) used from the kitchen must be cleaned and returned after the event. Failure to do so will result in the forfeiture of all or a portion of the deposit.
- Young children attending events inside the Recreation Center must be under the direct supervision/control of an adult 18 years of age or older in the specified rented location.
- Amplified Music: (Live band or D.J.) must end a minimum of one hour prior to your scheduled facility use (this does not include the hour for clean up).

# General Building Rules and Regulations

- Smithville Indoor Recreation Center Staff reserves the right to rule on any and all undesirable conduct not covered herein and to act accordingly.
- No smoking, snuff or tobacco chewing shall be allowed.
- No roughhousing or profanity shall be allowed,
- All weapons, firearms or fireworks or any other explosive devices are prohibited from the premises.
- Appropriate footwear shall be worn at all times.
- Participants shall wear shirts at all times while using the Recreation Center.
- Staff instructed programs have first priority in the facility usage.
- All persons under the age of 6 shall be under direct supervision of an adult while on the premises.
- Participants must produce proper identification upon request by a staff member.
- Member participants under 18 years of age not involved in a staff program must adhere to the daily hours allotted them to use the facility.
- Misuse, abuse, and/or damage to the facility shall be grounds for suspension.
- Bicycles must be place in the rack provided before entering the facility.
- Skateboards are not allowed in the facility, unless otherwise stated by the Director.
- Office phones are to be used for business only. The public must use the public phone provided in the lobby for outgoing calls.
- During school hours, no school age children shall be allowed in the Recreation Center without authorization from the school or parent.
- Alcoholic beverages are not permitted in or around the Recreation Center, unless authorized by the Director.
- Stray Animals or pets of and kind shall not be allowed inside the facility. An exception is made for animals accompanying the visually impaired and/or for special events.
- Cleats are prohibited in the Recreation Center.
- The City of Smithville Parks and Recreation is not responsible for lost or stolen items.
- The Recreation Center Staff shall have the authority to suspend any person(s) for up to one week for the first violation of any of the rules. A second violation will result in a one-month suspension. A third and final violation will result in a one-year suspension of the Recreation Center privileges.
- Fighting will not be tolerated and will result in an immediate termination of membership.
- The Director has the right to refuse service to any person(s).

# Clean up Instructions

The following are things you will be responsible for during and after your rental. All cleaning items will be provided for you to use by the Rec. Center Staff.

## GYMNASIUM

- Dust mop/sweep gym floor.
- All spills and sticky areas must be mopped.
- Tables and chairs need to be wiped down with cleaning solution.
- Tables and chairs must be stacked 10 high and returned to the proper storage area. The chair closet must have a pathway leading to the breaker box located on the left side wall.
- All decorations must be removed from the walls, etc. and taken with you at the conclusion of your event. Any items left will be discarded and may result in a deduction of your deposit.
- Trash must be taken to the blue BFI dumpster located directly behind the Rec. Center, during and after the event. Please see staff member for dumpster key.
- All trashcans need to be cleaned out if full of waste and new trash liners inserted.
- Bathrooms need to be cleaned (counters wiped down, trash taken out, etc.)
- Lobby area needs to be swept and if needed mopped.

## CONFERENCE ROOMS

- Dust mop/sweep floor.
- All spills and sticky areas must be mopped.
- Tables and chairs need to be wiped down with cleaning solution.
- Tables and chairs must be returned to its original set up.
- There are posters showing the layout of the room located in the window.
- If you are putting tables and/or chairs back in storage they must be stacked 10 high and returned to the proper storage area. The chair closet must have a pathway leading to the breaker box located on the left side wall.
- All decorations must be removed from the walls, etc. And taken with you at the conclusion of your event. Any items left will be discarded and may result in a deduction of your deposit.
- Trash must be taken to the blue BFI dumpster located directly behind the Rec. Center, during and after the event. Please see staff member for dumpster key.
- All trashcans need to be cleaned out if full of waste and new trash liners inserted.
- Bathrooms need to be cleaned (counters wiped down, trash taken out, etc.)
- Lobby area needs to be swept and if needed mopped.

## KITCHEN

- **Please note that this kitchen is used by the CCA Meals on Wheels. It must be kept/left clean at all times for sanitary reasons.**
- Dust mop (sweep).
- Completely mop the entire kitchen.
- Clean & dry all utensils, pots and pans used during rental.
- Trash must be taken to the blue BFI dumpster located directly behind the Rec. Center, during and after the event. Please see staff member for dumpster key.
- Clean kitchen counters and steel tables.
- Do not remove any CCA utensils, pots, pans, etc. This may result in a deduction of your deposit
- Please remove any stored items from the freezers/coolers