

ITALY COMMUNITY CENTER AGREEMENT

Located at 108 Harpold in Italy, this agreement is made between the City of Italy, Ellis County, Texas and _____

Entered into this day of _____, 2022, for the exclusive purpose of renting the Italy Community Center, to begin on the _____ day of _____, 2022,

THE ITALY COMMUNITY CENTER, hereafter referred to as "CENTER," is intended for the use and enjoyment of the community. To assure the safety and success of every event, the USER of the CENTER must agree to comply with the following terms and conditions. It is agreed and understood by the USER:

- It is the responsibility of the USER of the CENTER to leave the room(s) in an orderly, neat and clean condition as at the beginning of the term of use.
- USER also assumes full responsibility for the care of the building, furnishings, plumbing fixtures and surrounding premises against any and all damages and breakage and will not deface the walls or any portion of the building by the use of nails, tacks, etc. It is further acknowledged that the user is responsible and liable for any and all damages caused to the CENTER during the term of usage, whether such damages occur by any act other than an "ACT of GOD". Any damage to the CENTER that is found by the USER shall be reported immediately to the City. The CITY will not be responsible for any injuries reported in the time frame of the event.
- Consumption of alcohol is forbidden unless in compliance with the Texas Alcohol Beverage Commission and the Italy Community Center Alcohol Policies. Please refer to the Alcohol Beverage Policy.
- There will be NO SMOKING inside the CENTER by agreement and in compliance with City ordinance and Texas law. It is the responsibility of the USER to ensure that no smoking is allowed inside the CENTER.
- USER agrees to ensure that any and all activities in the CENTER during the period agreed upon will be supervised at all times by responsible adults. NO unsupervised children will be permitted in the facilities.
- All cleaning supplies will be provided. Please do not remove any supplies from the CENTER. All trash will be taken to the provided trash receptacles outside of the building at the conclusion of the event. **The floors will be swept and mopped. The tables/chairs will be cleaned. The bathrooms will be thoroughly cleaned.** An inspection from a representative of the City of Italy will be scheduled the following business day.
- Leave the thermostat at 78*.
- **DO NOT OPEN BAY DOORS OR BRING A BBQ GRILL INSIDE THE COMMUNITY CENTER!**

ITALY COMMUNITY CENTER RENTAL PRICES

108 Harpold, Italy, TX 76651

Rental charges are as follows:

\$200.00 - 4 hours, whole facility_____ (please initial) (\$75 return deposit after inspection)

\$250.00 – 12 hours, whole facility_____ (please initial) (\$75 return deposit after inspection)

\$150.00 - rental of bathroom only _____ (please initial) (with a \$50 return deposit after inspection)

\$45 per hour for one police officer, if alcohol is present, minimum 4-hours _____ (please initial).

There will be no more than 50 people are in attendance. There will be a minimum of 4 hours per officer required_____ (please initial) at the Chief's discretion. Police fees will be paid up front to the representative of the City Hall in addition to the rental fees. The Chief will be notified immediately.

The terms will be agreed upon, by signature and date and all monies will be required before current date of the event. Cancellation notice is required by City Hall as soon as the USER realizes there will be no possession of the CENTER, as soon as possible. Monies will be returned within 10 business days.

The cleaning and damage deposit amount will be returned if there is no damage and the CENTER/BATHROOM is as clean as it was before the USER'S term of use. The money will be returned to USER within 10 business days.

All cleaning supplies will be provided. Please do not remove any supplies from the CENTER. All trash will be taken to the provided trash cans outside at the conclusion of the event. The floors will be swept and mopped. The bathrooms will be thoroughly cleaned. Please report any issues to the representative of City Hall. An inspection will be scheduled the following business day.

Please follow the Italy Community Center Alcohol Policies if the USER plans to serve alcohol.

ITALY COMMUNITY CENTER ALCOHOL POLICY

One uniformed Texas peace officer per 50 guests, or as determined by the Italy Police Department, must be present during the time that alcohol is serving served and 30 minutes after the serving of alcohol ends. The City of Italy is to be paid by the USER \$45 per hour with a minimum of 4 hours (\$180). If it is determined that more security will be needed, the Chief of Police in Italy will be responsible for contacting and scheduling the officers for the event. The representative of the city will give notice to the Chief of Police of this event. You will pay \$180 up front for security. Payment is due at the time the rental is due.

No alcohol salts will be permitted, in other words, no cash bar. No one under the age of 21 shall be permitted to be served or drink alcohol. This Texas law will be strictly enforced.

No alcohol may be taken out of the CENTER during or after the event. Anyone doing so will be subject to citation or arrest.

The serving of alcohol is to stop thirty (30) minutes before the scheduled end of the event. At the conclusion of the event the lessee is responsible for properly removing all alcohol from the CENTER in addition to cleaning.

These policies have been adopted to adhere to state law and city ordinances and to promote public safety and success of the event. Violations of this policy will result in termination of the event no longer having access to the Center in the future.

(Print legibly please)

I, _____

_____ ***I fully understand the City of Italy will not be held responsible for any injuries, damage or unsupervised activities. I take full responsibility for any occurrences during the term I am renting the Italy Community Center. I have received a copy of the Rules and Regulations to keep in my records. I understand payments for security will be made with the rental fee of the Community Center.***

USER'S SIGNATURE _____

DATE _____

EVENT DATE _____

CITY REPRESENTATIVE'S
SIGNATURE _____

ITALY COMMUNITY CENTER EVENT INFORMATION

(Please print legibly)

108 Harpold, Italy, TX 76651

DATE of Event _____

TIMES OF EVENT _____

Type of event _____

Anticipated number of guests _____

Host _____

Full mailing address of host _____

Email of host _____

Contact information of an additional responsible party _____

Phone number(s) _____

List of vendors involved in the event, if any: _____

Will alcohol be served? _____

If yes, one police officer is \$45 per hour (min. 4 hours) \$180 is due now _____ (please initial)

12-hour security and is due now \$540.00 _____ (please initial). Please note the Police Chief decides if further security is needed.

Total balance: _____

Payment Type: _____

Check number _____

State and DL/ID Number _____

City representative's signature _____

ITALY COMMUNITY CENTER RULES AND REGULATIONS

Please retain a copy for your records.

- *The Italy City Council, through its authorized representatives, will enter into agreement with the USER.*
- *Terms of the agreement shall constitute the full and complete agreement between the parties. No verbal or written agreement shall alter the agreement unless both the City and the USER consent to the terms specified in a new agreement. A date is not considered firm until a signed agreement and balance owed is received by the city.*
- *In event that the USER does not comply with the terms and provisions of the agreement or USER causes damage to the premises or any part of the Italy Community Center, the City may choose to terminate the agreement without notice. The City has the right to retain any rental fees or deposits to apply toward payment of repairs and/or replacement costs.*
- *USER will not be permitted to obstruct or interfere with the rights of other users.*
- *The CENTER cannot be used by any individual, group or organization without a signed agreement.*
- *Rental rates shall be the rates effective on the date of the event. Rental rates, fees and policies are established by the City Council and are subject to change. Any addendum to the agreement or City ordinance shall take precedence over any conflicting provisions of any agreement with the City of Italy.*
- *USER shall have no attendance greater than the maximum occupancy established by the Fire Marshall, 40-60 people.*
- *USER agrees to leave the premises in the condition in which it was found. FAILURE TO DO SO WILL RESULT IN NO RETURN OF DEPOSITS. **Every area should be clean before you leave.***
- *USER agrees to assume all responsibility for any damages to the premises and/or property of the CENTER as a result of the usage. The City will inspect the property on the next business day. If there is any damage or trash left behind, you will not receive your deposit back.*
- *NO SMOKING in the CENTER, only designated areas outside of the CENTER.*
- *No gambling, gaming, lottery or bingo will be allowed in the CENTER or surrounding parking areas.*
- *Tables used for serving or dining purposes must be covered.*
- *The City will receive ample notice (15 days prior to event) for City personnel to set-up, break down or rearrange the CENTER. The City reserves the right to determine the need for additional charges for set-up changes.*
- *All decorations must be flameproof, crepe paper must be water-soluble. No Silly String inside the building. All decorations must be approved by the City prior to the day of the event and cleaned and removed at the end of the event. **Do not staple/tack anything to the wall.***
- *NO VEHICLES are permitted inside the Italy Community Center, on the walkways or terrace of the CENTER.*

I will abide by these rules and regulations _____ *Date* _____

DEPOSIT RETURN

Your deposit will be returned if you have the Community Center floor and bathrooms swept, mopped and cleaned before you leave the building. Please put clean trash bags in the trash cans. Please check off the checklist given you and sign/date it and return it with the Community Center key. **You must return the key on the first business day after your reservation.** Do not remove any supplies from the Community Center.

I, (Print) _____

have received my deposit.

Date _____

Signed _____

Italy City Hall representative _____

Dated _____

