*ITALY COMMUNITY CENTER AGREEMENT*

*This agreement is made between the City of Italy, Ellis County, Texas and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “USER,” whose agreement to the terms and conditions contained herein is acknowledged by the signature of the USER or its authorized representative. Entered into this day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_, for the exclusive purpose of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to begin at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_o’clock \_\_\_\_m on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202­0­, and ending at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_o’clock \_\_\_\_\_m on the day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202­­0.*

*THE ITALY COMMUNITY CENTER, hereinafter 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 dumpster at the conclusion of the event. The floors will be swept and mopped, if needed. The bathrooms will be thoroughly cleaned. An inspection from a representative of the Italy City Council will be scheduled the following business day.*

*Italy Community CENTER RENTAL Prices*

***Rental charges are as follows:***

***$150.00 - 4 hours, whole facility \_\_\_\_\_\_\_\_\_\_\_\_ (please initial) ($50 return deposit after inspection)***

***$175.00 – 12 hours, whole facility\_\_\_\_\_\_\_\_\_\_\_\_ (please initial) ($50 return deposit after inspection)***

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

***$40 per hour for one police officer, if alcohol is present, minimum 4-hours \_\_\_\_\_\_\_ (please initial). You must notify the Chief of Police in Italy at least 2 weeks in advance.***

***If more than 50 people are in attendance, the need for more than one officer will be required, if alcohol is present. There will be a minimum of 4 hours per officer required\_\_\_\_\_\_\_ (please initial) at the Chief’s discretion.***

***Please note, if you do not contact the Chief with advance notice, your event will be cancelled!***

*The terms will be agreed upon, by signature and date and all monies will be required before actual 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 at the conclusion of the event. The floors will be swept and mopped. The bathrooms will be thoroughly cleaned. An inspection from a representative of the Italy City Council 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 being served and 30 minutes after the serving of alcohol ends. The City of Italy is to be paid by the USER $40 per hour with a minimum of 4 hours ($160). 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. Notice to the Chief of Police of Italy must be given at least 2 weeks in advance. If your notice is not given in proper time, your event will be cancelled.*

*No alcohol sales 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.*

*(print legibly please)*

*I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have read and will adhere to these policies. 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.*

*USER’S SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*EVENT DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*CITY REPRESENTATIVE’S SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*ITALY COMMUNITY CENTER EVENT INFORMATION*

*(please print legibly)*

*DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Will alcohol be served\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Total balance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Payment Type: (check, money order, cash, credit card) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*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 agreements 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 tot the terms specified in a new agreement. A date is not considered firm until a signed agreement and deposit 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.*
* *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.*
* *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 be allowed to inspect the property on the next business day.*
* *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 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.*
* *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 and bathrooms cleaned before you leave the building. You must return the key on the first business day after your reservation. After inspection, you will be notified if you receive the deposit return or not.

I, (Print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have received my deposit.

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Italy City Hall representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Suggestions-Please let us know how the Community Center can serve you better. Thank you for your reservation.