

**CITY OF LYTLE
COMMUNITY CENTER**

FACILITY RENTAL AND USE AGREEMENT

1. Parties. The parties to this Facility Rental and Use (“Agreement”) are **CITY OF LYTLE** (“City”), the owner of the property located at 14916 Main Street, Texas 78052 (the “Community Center”) and _____ (“Responsible Party”) for use of the following:

Community Center – Auditorium: _____

Community Center – Room(s): _____

The portions of the Community Center referred to as the “Property”. City will make available the items listed in **Appendix 1**. At least 24 hours before the Activities, Responsible Party agrees to provide City a layout of the tables and chairs.

2. Deposits and Fees. In consideration for its use of the Property, Responsibility Party agrees to pay to City the fees and deposits described in **Appendix 2**. Deposits are due at the time of reservation. All other fees shall be paid in full two weeks prior to the event.

3. Recitals. Responsible Party wishes to utilize the Property for:

_____ (“Activities”).

4. Agreement to Use. City will permit Responsible Party to utilize the Property for its Activities on (i) DATE _____, between the hours of _____ a.m./p.m. and _____ a.m./p.m. Parking is not guaranteed and only allowed in designated areas of the Property and all City of Lytle ordinances regarding prohibition of parking in fire lanes must be observed.

5. Maintenance and Clean-Up. Responsible Party is responsible for throwing away all trash in provided receptacles, as well as removing everything brought onto the Property. No smoking shall be permitted on the Property. Responsible Party agrees to clean the Property utilized in connection with the Activities and agrees to restore the Property to the same condition that it was in prior to the commencement of Responsible Party activities on the Property. **Responsible Party must comply with the Cleaning Checklist attached as Appendix 3**. If Responsible Party fails to restore the property to its original condition, Responsible Party shall pay City the cost to restore the property back to its original condition. City will assess a charge of at least \$25.00 per hour to Responsible Party to restore the Property and will deduct such costs from the security deposit.

6. Prohibited Activities and Items.

- a) Overnight camping within the Property is prohibited without written authorization by City.

- b) No person or persons shall operate any motor vehicle, including but not limited to motorcycles, motor scooters and mini bikes, in on the Property except in parking area.
 - c) Fireworks, firecrackers, explosives, or pyrotechnics of any kind are prohibited.
 - d) Childcare groups for day care or nursery facilities.
 - e) Adult or sexually oriented events such as an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult mini-theater, escort agency, nude modeling studio, unlicensed massage parlor, or any other establishment whose one of its primary business purposes is the offering of a service, live entertainment or the selling, renting, or exhibiting of devices or any specified anatomical parts intended to provide sexual stimulation or sexual gratification to the customer and which is distinguished by or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas.
 - f) Events or activities causing any unreasonable odors, smoke, dust, gas or vibrations to emanate from the Community Center or that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger the Community Center or any other person on the Property
 - g) Any activity or event that would (1) void the City’s insurance of the Community Center or (2) increase the insurance risk.
7. Alcohol Beverages. Activities which include the serving of alcoholic beverages shall be comply with the State of Texas laws for the serving, sale and consumption of alcohol. Responsible Party shall comply with the rules and regulation of the Texas Alcohol Beverage Commission (TABC).
- a) Responsible Parties shall be solely responsible for contacting TABC for information regarding applicable rules and regulations for their Activity. Responsible Party will be solely responsible for submitting of any application and/or payment of fees and costs to obtain a TABC license or permit for the Activities.
 - b) If a TABC license or permit is required for the serving of alcoholic beverages for the Activities, then Responsible Party shall provide City a copy of the license or permit at least 48 hours prior to commencement of the Activities.
8. Waiver and Release. Responsible Party hereby voluntarily signs the Agreement, fully waiving and releasing City, its officers, employees, and representatives from any and all claims, demands, liabilities, suits and causes of action, or potential causes of action, for any compensation or damages by third parties who are invitees or persons from the public related to the Activities conducted by Responsible Party that will take place upon the Property on (i) _____DATE, for liability regarding personal injury, death or property that may result for the Property on the dates specified herein. I agree that this acknowledgement of the Agreement is to be broadly interpreted.
9. Indemnity. **TO THE FULLEST EXTENT PERMITTED BY LAW, RESPONSIBLE PARTY AND ANY SUBCONTRACTOR RETAINED BY RESPONSIBLE PARTY SHALL INDEMNIFY AND HOLD HARMLESS CITY, EACH CITY COUNCIL MEMBER, OFFICER, EMPLOYEE OR AGENT OF EITHER ENTITY (CITY AND ANY SUCH PERSON BEING HEREIN CALLED AN “INDEMNIFIED**

PARTY”), FOR, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES AND COURT COSTS) TO WHICH ANY SUCH INDEMNIFIED PARTY MAY BECOME SUBJECT, UNDER ANY THEORY OF LIABILITY WHATSOEVER (“CLAIMS”), INsofar AS SUCH CLAIMS (OR ACTIONS IN RESPECT THEREOF) RELATE TO, ARISE OUT OF, OR ARE CAUSED BY THE USE OF THE PROPERTY BY RESPONSIBLE PARTY IN THE PERFORMANCE OF THE ACTIVITIES UNDER THIS AGREEMENT. THE AMOUNT AND TYPE OF INSURANCE COVERAGE REQUIREMENTS SET FORTH HEREIN SHALL IN NO WAY BE CONSTRUED AS LIMITING THE SCOPE OF THE INDEMNITY IN THIS SECTION.

RESPONSIBLE PARTY SHALL PROVIDE NOTICE OF THE INDEMNITY LANGUAGE AND THE TERMS OF THIS AGREEMENT TO ANY SUBCONTRACTOR RETAINED BY RESPONSIBLE PARTY.

10. Security. Responsible Party agrees to hire Off-Duty Peace Officer(s) for the protection of the Property and its occupants, if any of the following applies:

Fee or participation/attendance, or alcoholic beverages are served or sold. For every 100 attendees at the Activities, an additional security guard will be required to provide security. (example: 100 attendees – 1 security guards; 200 attendees – 2 security guards). The Peace Officer must be either a Lytle Police Department peace officer or TCOLE certified police officer. Peace Officers shall be coordinated by the Lytle Police Department.

11. City reserves the right to control and manage the Property and to enforce all necessary and proper rules for its management and operation and for its authorized representatives to enter the Property at any time and on any occasion. City also reserves the right, but not the duty, through its duly appointed representatives, to eject any objectionable person(s) from the Property and the Responsible Party waives any claims for damages against City or any of its officers, agents or employees resulting from the exercise of this authority.

12. Assignment. Responsible Party shall not assign this Agreement or rent out any part of the Property without prior written consent of City. Any unauthorized assignment shall be cause to terminate this Agreement.

13. Termination. This Agreement may be terminated by either party after having given thirty (30) day written notice of termination to the other party. City also reserves the right to terminate this Agreement if Responsible Party violates any terms of this Agreement.

- a) Refunds if Agreement Terminated. All permit fee charges, **if any**, for the use of the Property shall be refunded if the reservation is cancelled prior to thirty (30) days before the date of the Activities. If the cancellation occurs less than 30 days but more than 5 days prior to the Activities, half of the fee will be retained by City. Cancellations made by Responsible Party less than five (5) days before the event will not be refunded. Users will be able to reschedule use of the Property one (1) time with no charge by giving a minimum of thirty (30) days’ notice.

14. In Compliance with Laws and Venue. In connection with its operations and activities on the Property, Responsible Party agrees to comply with all applicable codes and ordinances of the City of Lytle and the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Atascosa County, Texas.

15. Authority. The undersigned agent is an authorized representative of the Responsible Party with full authority to bind the undersigned to the terms and conditions of this Agreement and has the necessary authority to execute this Agreement on behalf of the undersigned party.

CITY: CITY OF LYTLE By: _____ Matthew Dear, City Administrator Date: _____	RESPONSIBLE PARTY: _____ _____ Printed Name: _____ Title: _____ Date: _____
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**APPENDIX 1
COMMUNITY CENTER
ITEMS AVAILABLE FOR USE**

TABLES	CHAIRS
10 – 5 ft. Round Plastic Tables	Approximately 157 – Brown
10 - 6' Round Wooden Tables Fits 10 people, 8 more comfortably Note: 84" round tablecloth fits best	Approximately 74 – Gray
50 - 6' Rectangular Tables, 30" wide Fits 6 people with 3 on each side	Approximately 86 - Tan
Entryway Table - 4' long (drop leaf)	

Ice Machine - holds 500 lbs. of ice

2 microwave ovens. There are no stoves located in Community Center

Large refrigerator with freezer

Cleaning supplies (broom, mops, and buckets) are provided for cleanup

42 cup coffee maker

Paper towels & toilet paper are provided in dispensers

Trash can liners & 2 cy dumpster

APPENDIX 3
Lytle Community Center
Cleaning Check List

- ___1) Mop up **all** spills.
- ___2) Wipe off **all** tables used.
- ___3) Wipe off **all** chairs with spills on them.
- ___4) Take trash from **all** trash cans to the dumpster and lock.
- ___5) Clean out kitchen sinks.
- ___6) Wipe off **all** kitchen counters.
- ___7) Pick up all trash and debris from center floor, ground and parking lot.
- ___8) Take all your property and belongings with you.
- ___9) Clean up all confetti, rice, birdseed, etc., thrown at your event.
- ___10) Wipe **all** scuff marks off center floor.
- ___11) Restrooms should be checked to see that all units have been flushed and floors are free of paper.
- ___12) **Turn off** air conditioner*
- ___13) Absolutely **NO** glitter.
- ___14) Absolutely **NO** confetti throwing machines.

If any of the above items need to be done by our city crew and/or our cleaning crew following your event, you **will** be charged the extra cleaning fees. *If the air conditioner is left on you will be charged an additional \$25.00 fee.

We ask that you help us keep our community center looking nice by doing your part in cleaning up.