

**CITY OF BAY CITY  
SERVICE CENTER/USO FACILITY RENTAL AND  
USE AGREEMENT**

**BASIC RENTAL INFORMATION:**

The City of Bay City USO Facility (“Facility”) is available for social, civic, business, cultural, recreational, or charitable purposes. A rental application form must be completed by the Renter or the person otherwise designated by the organization reserving the Facility (“Renter”). Reservations can be scheduled up to twelve months (365 days) in advance with a deposit. Facility scheduling will be prioritized under the following order of priority based on group classification.

- Group 1:       Municipal and County Government within Matagorda County
- Group 2:       Civic and Social Organizations, Charitable Non-Profits, Other Governmental Units
- Group 3:       Private resident groups requiring a large facility for special events not open to the general public; Commercial or business groups and non-resident groups requiring public facilities

*The Director of Parks and Recreation shall determine whether a reservation meets a certain group classification and the Director’s decision as to group classification and reservations is final.*

**RESERVATIONS:**

- Reservation requests must be submitted in person at the 1209 10<sup>th</sup> Street, or online at [www.cityofbaycity.org/190/Parks-Recreation](http://www.cityofbaycity.org/190/Parks-Recreation).
- Reservations will be accepted from adults 21 years or older.
- Reservations will be made only after the Renter has read and agreed to abide by this Facility Use Agreement and paid the appropriate deposit.
- Attendance is limited by the capacity of the rooms as established by fee the schedule and the Fire Marshal.
- City staff is authorized to determine unacceptable behavior of individuals while on the premises, with the right to cancel reservations or request the person(s) to leave. Future Facility use may be denied to those violating City Ordinance and Policies.
- For staff set-ups, room diagrams are required no later than seven (7) days prior to event.
- Reservations by civic, non-profit, and governmental organizations will be given priority status.

**NON-PROFIT/NON-COMMERCIAL EVENT**

- A function sponsored by any of the following categories when the entire net proceeds are bestowed on or retained by the sponsoring organizations.
- Organizations claiming non-profit status must present a certificate of registration issued by the Secretary of State of Texas upon request.
- EXAMPLES:
  - a. Non-profit chartered civic organizations
  - b. Non-profit chartered fraternal organizations
  - c. Governmental organizations
  - d. Non-profit educational organizations
  - e. Non-profit religious organizations
  - f. Chartered charitable organizations

- g. Organizations with a 501(c) designation with the Internal Revenue Code
- h. Organizations exempt from Ad Valorem taxes for religious or charitable organization as provided in Chapter 11 of the Property Tax Code of the State of Texas.

### **FEE SCHEDULE:**

- The fee schedule will be set by the Bay City Council and reviewed annually.
- All returned checks will be assessed a \$30 handling charge.

### **FEES AND FACILITY HOURS:**

**Group 1:** Municipal and County Government within Matagorda County

The County appropriates funds for this facility through an independent interlocal agreement. No additional fee for County use shall be assessed.

USO Building	Occupancy	Deposit	*Administrative Recovery Fee
Library	50	\$0	\$50
Kitchen		\$0	\$50
Dining Room	20	\$0	\$50
Lobby	50	\$0	\$50
Gusman Room	50	\$0	\$50
Lobby and Auditorium	200	\$0	\$100
Entire Facility	400	\$0	\$100

*\*Administrative Recovery Fee: offsets staff time to set up/take down, cleaning after event/meeting, and any utility usage.*

**Group 2:** Civic and Social Organizations, Charitable Non-Profits, Other Governmental Units

USO Building	Occupancy	Deposit	Rental Fee
Library	50	\$100	\$50
Kitchen		\$50	\$50
Dining Room	20	\$100	\$50
Lobby	50	\$100	\$50
Gusman Room	50	\$100	\$50
Lobby and Auditorium	200	\$300	\$400
Entire Facility	400	\$300	\$500

**Group 3:** Private resident groups requiring a large facility for special events not open to the general public; Commercial or business groups and non-resident groups requiring public facilities

USO Building	Occupancy	Deposit	Rental Fee
Library	50	\$100	\$100
Kitchen		\$50	\$100
Dining Room	20	\$100	\$100
Lobby	50	\$100	\$100
Gusman Room	50	\$100	\$100
Lobby and Auditorium	200	\$300	\$1,200
Entire Facility	400	\$300	\$1,500

### **PAYMENT OF FEES:**

- All fees collected will be used solely for utilities, grounds, building maintenance, capital improvements, or other costs that solely benefit the USO facility.
- Rental and other assessed fees, including but not limited to cleaning and staff fees (administrative recovery fees) must be paid in full no less than thirty (30) days prior to the event.
- Fees not paid in full not less than ten (10) days prior to the event may result in cancellation of the event and forfeiture of all rental fees paid to date. Fees must be paid in person at **1209 10<sup>th</sup> Street** or online at [www.cityofbaycity.org/190/Parks-Recreation](http://www.cityofbaycity.org/190/Parks-Recreation).

### **FACILITY USE AND HOURS:**

	<b>Mon.</b>	<b>Tues.</b>	<b>Wed.</b>	<b>Thurs.</b>	<b>Fri.</b>	<b>Sat.</b>	<b>Sun.</b>
<b>Open</b>	8:00 a.m.	8:00 a.m.	8:00 a.m.	8:00 a.m.	8:00 a.m.	8:00 a.m.	8:00 a.m.
<b>Close</b>	10:00 p.m.	10:00 p.m.	10:00 p.m.	10:00 p.m.	10:00 p.m.	10:00 p.m.	10:00 p.m.

**Times outside normal operating hours will be charged \$100.00/hour upon approval of Parks Director or designee.**

### **CHARGING FEES / SALES:**

Use of the Facility for financial gain is prohibited. No part of the Facility or surrounding premises may be used for money-raising activities, unless the Renter has pledged the funds to a charitable or public service program. The City has the authority to require financial or other additional information to support the fund-raising activity.

### **DAMAGES:**

The individual for whom the reservation is made shall be responsible for any loss or damage to the Facility or other City property during the rental period and shall reimburse the City for the actual cost of any repairs made necessary by the Renter's use of the Facility or City's property not covered by the deposit. A company or organization who reserves the Facility must designate a responsible individual for the rental. The rental applicant agrees to abide by all City, State and Federal laws. The City will not be liable for damage, injury or loss to person or property that may occur during the use of the Facility. The Renter agrees to hold the City of Bay City and its employees harmless for any actions that may arise out of the use of the Facility. Failure to cover damages may result in the loss of future reservations and possible legal action.

### **PUBLICITY:**

In the event publicity concerning the event is circulated which lists the Facility as the location, this disclaimer must be included: "This event is not sponsored by the City of Bay City." Neither the name nor address of the Facility may be used as the official address or headquarters of an organization.

### **RENTAL COMPLETION:**

At the end of the rental period the Renter shall return the Facility (or the portion of the Facility actually used) to its original arrangement and condition, remove all personal items and clean the

Facility area before leaving including trash from the exterior grounds. The City will not store nor be held responsible for any property left on the Facility premises. The Renter and department staff will complete a Facility Checklist before and at the conclusion of the rental.

### **ALCOHOLIC BEVERAGE POLICY:**

- All events held at the Bay City Service Center must comply with the Texas Alcoholic Beverage Commission guidelines.
- All sales of alcoholic beverages are strictly prohibited by city ordinance.
- Users holding a function at the Service Center where alcoholic beverages will be consumed are required to have police officers present at the event.
- Use of glass bottles is prohibited.

### **SECURITY:**

The Renter agrees to provide adequate security as approved by the City at events serving alcohol. Park staff may not be considered security. No minors under the age of 18 shall be left unattended.

**STAFF/SECURITY FEES:** Some rentals may be assessed staffing fees at a rate of \$25.00 per hour, per staff member, and Department staff will determine staffing needs based on times and event type (i.e set up tables/chairs). Some rentals, at the Department's discretion, may also require one or more off-duty police officer(s) to be present at a rate determined by the agency, in addition to the staff rate.

### **SET UP / CLEAN UP:**

Setup and cleanup time must occur and be completed within the rental period. Renters are responsible for the setup and break down of all equipment. A limited number of tables and chairs may be available for the Renter's use however the Renter should check with staff prior to the rental period about the inventory that may be available at the Facility. The Facility does not furnish eating utensils, plates, cups, serving dishes, serving utensils, tablecloths, decorating supplies, microphones, podiums, extension cords, or other similar equipment. Tables, chairs, floors, and walls must be cleaned and left in original condition. An extra charge may be assessed if the rental period exceeds the contracted time. Rental periods may be extended after the posted closing time by special arrangement. Refunds will not be issued for rentals ending earlier than stated on the reservation agreement.

### **GENERAL REGULATIONS:**

- Smoking and vaping is prohibited inside the Facility or within twenty-five feet (25') of any exit door. Please notify guests of this regulation.
- Gambling is not permitted on the premises.
- Decorations must be authorized by Department staff. Nails, staples, or thumbtacks when decorating walls is strictly prohibited. No tape such as duct, electrical or other is allowed on floors. Decorations must meet all fire codes. No open flames are allowed.
- Birdseed may be thrown outside only (no rice or confetti). Bubbles may be used.
- For cancellations due to weather, the rental may be transferred to another date, but refunds are subject to the Department's refund policy below.

- Permits are required for special events.

**RIGHT TO CANCEL:**

- City Council reserves the right to cancel any reservation for the use of the Facility due to local, state or federal emergency needs. A full refund will be given in this event.
- User may not use the facility for any other than the stated purpose. Failure to comply can cause cancellation of the event.

**CANCELLATIONS & REFUNDS:** The Renter agrees to the following refund policy for cancellations:

- Entire Facility and/or Auditorium- 50% up to fifteen (15) days prior to the event- No refunds if cancelled fourteen (14) days or less prior to event.
- All other rooms- 50% up to eight (8) days prior to the event- No refunds if cancelled seven (7) days or less prior to event.
- Deposits may be applied to rental fee for late cancellations according to this section.
- All changes and cancellations to reservations must be submitted in writing.
- Any deviations from this policy must be approved by the Parks Director.

# Bay City USO Service Center

Bay City USO 2105 Avenue M - Bay City, TX 77414  
(979) 323-1660

Today's Date: \_\_\_\_\_ Purpose of Rental: \_\_\_\_\_ Attendance Expected: \_\_\_\_\_

Your Name: \_\_\_\_\_ Business / Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_ City & State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Room(s) Requested: \_\_\_\_\_

Date(s) Requested: \_\_\_\_\_ Time Requested: \_\_\_\_\_ am/pm - \_\_\_\_\_ am/pm

	Deposit	Receipt #	Date Paid	Rent Fee	Receipt #	Date Paid
Room #						
Room #						
Alcohol		n/a				

\_\_\_\_\_ All room diagrams are required no later than seven (7) days prior to the event if set up is needed by City personnel.

\_\_\_\_\_ All rental fees must be paid in full thirty (30) days prior to the event.

\_\_\_\_\_ I understand that I must have all of my guests and all equipment/decorations out of the facility by end of agreed rental period. I understand that failure to do so may cause forfeiture of my deposit.

\_\_\_\_\_ I further understand that I may be held financially responsible for any damage caused by my failure to comply with the rules and regulations in excess of my deposit.

\_\_\_\_\_ I further agree to comply with the basic requirements and cleanup as listed in Facility Rental & Use Agreement.

\_\_\_\_\_ I understand that I must arrange for security if required as listed in the Facility Rental & Use Agreement.

\_\_\_\_\_ I have read the Facility Rental & Use Agreement that govern the Bay City USO Service Center and I agree to comply with them.

Signature of Rental Applicant \_\_\_\_\_

Signature of Parks Staff Person Booking Request \_\_\_\_\_

**All checks must be made payable to: The City of Bay City**