



213 N. Race Street
Everman, TX 76140

CIVIC CENTER USAGE APPLICATION AND AGREEMENT

ORGANIZATION (if applicable): _____

TYPE OF EVENT: (convention/conference/meeting/wedding/birthday/etc.)

DATE(S) & TIMES OF EVENT/INCLUDING SET-UP & TEAR-DOWN:

Choose from: Monday-Friday, 7:00am – 10:00pm/Saturday, 7:00am-12:00am/Sunday, 7:00am-10:00pm

DAY: _____ DATE: _____ TIME: _____

DAY: _____ DATE: _____ TIME: _____

DAY: _____ DATE: _____ TIME: _____

DAY: _____ DATE: _____ TIME: _____

NOTE: If an event continues after scheduled end time, the Client shall be subject to appropriate overtime charges of the per hour negotiated rate.

THE EVENT WILL BE: (check one) Private Open to the public Admission will be charged

THE MAXIMUM NUMBER OF PEOPLE THAT WILL BE PRESENT AT ANY ONE TIME IN THE FACILITY:

(check one) Less than 50 Between 50-100 Over 100 If over 100, # of people _____

NAME OF PERSON FILING APPLICATION: _____

ADDRESS: _____

PHONE: _____ **EMAIL:** _____

ALTERNATE CONTACT: _____ **PHONE:** _____



FACILITY RENTAL SPACE DATES & FEES:

FACILITY SPACE	DATES (Start/End dates)		TIME (Start/End times; includes set-up & tear-down)		DAYS (list day of the week here: Monday, Tuesday, etc.)	# of Days	FEE AMOUNT	Total Fee
Ballroom								\$
Conference Rm 100								\$
Conference Rm 101								\$
Kitchen								\$
Tablecloths							\$4/each	\$
Ballroom Deposit							\$500.00	\$
Alcohol Deposit							\$250.00	\$
Security Fee <small>(to be paid cash to officers)</small>							\$45/hour/officer	\$
Staff Fee <small>(to be paid cash to staff)</small>							\$25/hour	\$
TOTAL:								\$

Total number of round tables required: _____ **Tablecloth color** _____ *****each must be covered when rented**

Total number of 8' rectangular tables required: _____ **Tablecloth color** _____ *****each must be covered when rented**

Total number of Chairs required: _____

Is Audio/Visual equipment required? Yes _____ No _____

_____ **FORM OF CONTACT: Iliza Barrios (817) 456-4009**
For opening and closing times of your event

_____ **Alternative Contact: Police Dispatch (817) 293-2923 ext. 401**



CATERING / FOOD AND BEVERAGE

No bottles or glass containers of any kind. Punch bowls are allowed. Glass bowls and containers for food are allowed in the kitchen area only. No cooking pots, pans, griddles, toasters, or other items used for cooking foods are allowed. The kitchen has a microwave oven and a food warming unit available for use if the kitchen is acquired. Outside electrical warmers (i.e. crockpot) are permitted for warming purposes only. Please review the contract for full details.

Name of Catering Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

All deliveries (Catering, Flowers, Bakery products, etc.) will be made through the door located on the South side of the facility, near the Kitchen area. This includes food, cakes, flowers, decorations, and giveaways. Audio, video, DJ equipment, or any items from an outside rental company shall be delivered through the South side door near the kitchen.

*****ALL ITEMS BROUGHT BY CATERERS, DJ'S, BANDS OR CLIENTS MUST BE REMOVED AT THE SCHEDULED END OF THE EVENT. DUE TO NEXT DAY RENTALS, NOTHING CAN BE LEFT IN THE BUILDING OVERNIGHT. ANY ITEM LEFT IN THE BUILDING AT THE SCHEDULED END OF THE EVENT WILL BECOME THE PROPERTY OF THE CITY OF EVERMAN.**

LABEL ALL FOOD & DRINK CONTAINERS WITH CLIENT NAME TO AVOID CONFUSION WITH OTHERS USING THE KITCHEN.



FACILITY USE TERMS AND CONDITIONS

THE SERVING OF ANY ALCOHOLIC BEVERAGE IS ALLOWED WITH THE COMPLETION OF THE "ALCOHOLIC BEVERAGE POLICY & AGREEMENT," THE PURCHASE OF APPROPRIATE LIABILITY INSURANCE AND THE HIRING OF SECURITY AT THE DISCRETION OF THE CITY OF EVERMAN POLICE DEPARTMENT.

THE SALE OF ALCOHOL IS NOT ALLOWED AT ANY EVENT.

ILLEGAL GAMBLING IS STRICTLY PROHIBITED. THIS IS A NON-SMOKING FACILITY.

ASSIGNMENT: This agreement may not be assigned without prior written consent of the City, which consent may be withheld by City in its sole and absolute discretion.

AUDIO/VISUAL EQUIPMENT: Audio and Video equipment located within the civic center is available for *very limited uses*. All requested uses of this equipment are subject to the approval of the event coordinator. Some requested uses may require a trained, off-duty city staff member to be on-site to operate the audio and visual equipment and/or oversee its use, which is subject to availability of trained, off-duty city staff and payment of the appropriate off-duty staff fees listed herein. If additional audio/visual equipment, DJ, band, or other personally owned or rented equipment is to be used for the event, the City must receive a detailed list of all equipment prior to the event and details as to where it will be placed. It must be delivered within your rental time.

AUTHORITY: The client certifies that to the best of his/her knowledge, the City property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law. This agreement must be signed by persons authorized to sign on behalf of the client and bind the client to the terms of this agreement.

CANCELLATIONS: All cancellations must be submitted in writing. All cancellations will forfeit their reservation deposit if not cancelled 120 days prior to a scheduled event.

LOCAL BUSINESS, SENIOR CITIZEN GROUPS, AND RETIRED TEACHERS USE: Everman local businesses, Everman Senior Citizen organizations, and the Everman Retired Teachers organization may utilize Civic Center rooms for meetings/events if the center is available for usage. Rental and/or Deposit fees are waived for these groups. Rentals will have precedence over these groups unless determined otherwise by City personnel. The clean-up and all other requirements must still be agreed to and followed.

CHOICE OF LAW AND VENUE: This agreement is to be governed by and interpreted in accordance with the laws of the City of Everman and the State of Texas. If any action is brought arising out of this agreement or any activities related to the rental that is the subject of this agreement, said action will be brought to the appropriate state court in Tarrant County, Texas.

DECORATIONS: All decorations must be free-standing or tabletop. Decorations *cannot* be stapled, taped, nailed, or glued to any walls, windows, doors, ceiling fans or blades, pillars and/or staging. Decorations *cannot* be suspended or hung from any ceiling, staircase or doorway. Painting of any kind is prohibited. All decorating must occur within your rental time. Balloons must be securely anchored and removed at the end of the event by the client. They are not to be given out at any event. The client is responsible for removing decorations, food or other materials brought into the facilities. Glitter and Confetti products are not allowed.

DEFAULT: Failure to comply with any term of this agreement or comply with any rules or regulations of the City will be grounds to cancel event and deny permission for use or future use of City facilities by the client, be it individual or organization, or any member thereof, in addition to any remedies available by law. Client agrees that should the event be changed or canceled by client, or due to client's failure to meet the requirements of this agreement, a full or partial refund of fees, if any, will be made only at the sole discretion of the City. The City may cancel event or terminate this agreement, without cause, for its convenience or if facilities are needed for city purposes.

DEPOSITS:

Payments may be made by credit/debit card, money order, cashier's check or cash. When using a credit/debit card, certain fees apply.

Deposits required:

1. Reservation Deposit: Rental reservation deposits are due when contract signed. All reservation balances are due 30 days prior to event. The Ballroom deposit is \$500; all other rooms are \$250 each. Reservations made less than 30 days of an event must be paid in full (required deposits and all rental fees) at the time of booking with a credit/debit card, money order, cashier's check or cash.
2. Damage/Cleaning Deposit: \$500 for the Ballroom and/or \$250 each for other rooms are due at the time the application is accepted by the city and the reservation is made.

City staff will perform a walkthrough after the event to ensure that no damage has occurred and the facility is clean. Deposit will be returned to client within 30 days after event if no damages were incurred or cleaning is required. Should there be any findings the client will be notified promptly. In the event that City property has been damaged or cleaning is necessary, the client will accept the City's estimate of the amount incurred. The cost of any repairs and/or cleaning deemed necessary will be charged to the client's damage deposit. Should the cost of repairs or cleaning exceed the amount of the damage deposit, the client will receive an invoice for said charges, which will be due within 15 days of the date of the invoice. Effective 30 days after invoice date, any unpaid balance will bear a FINANCE CHARGE of 18% per month and future applications will be accepted on a pre-payment basis only. ***Client's initials*** _____

EMERGENCY PROCEDURE: Call 9-1-1 in the event of an emergency. For non-emergency police matters, call Police Dispatch at 817-293-2945 and provide the operator with your location in the facility.

COOKING DEVICES: The City of Everman provides a catering tray warmer within the service kitchen. The preparation or cooking of food within this facility is strictly prohibited. Food must be prepared off-site and may only be served within the center. In accordance with the International Fire Code Section 904.2.2, the following devices are permitted under these specific conditions:

- A. Residential counter top-type preparation equipment.
- B. The equipment is used only for warming of foods.
- C. The equipment is located in a small kitchens or employee lunch rooms.
- D. No grease-laden vapors or smoke are produced by the warming of foods.
- E. A signed letter is filed by the renter, with the Everman Fire Marshal's Office or their designee (i.e., city staff processing rental application, stating that the cooking appliance shall be used for warming purposes only, and that no frying or cooking that produces grease laden vapors or smoke will be permitted or conducted)
- F. A legible and conspicuously placed sign or plaque that is 8x10 inches or larger is affixed above the appliances stating, "WARMING EQUIPMENT ONLY – NO DEEP FRYING OR GREASE LADEN VAPORS PERMITTED – BY ORDER OF THE EVERMAN FIRE MARSHAL."
- G. The waiver may be cancelled by the Fire Code Official. The waiver is not transferable between locations or owners

PROFESSIONAL FOOD SERVICE: If the Client elects to utilize a professional food service or caterer, the City reserves the right to assign exclusive catering services at its facility (if desired). Client should make arrangements with the City at least two weeks in advance of the event. All professional caterers must provide a Tarrant County Health Department Permit to City two weeks in advance of the event.

INDEMNIFICATION: The Client and its members shall be held responsible for any and all loss, accident, neglect, injury, or damage to person, life, or property (including but not limited to damage or destruction to City property), and claims which may be the result of, or may be caused by, the Client's occupancy or use of the facilities or facility. Client has been given an opportunity to inspect Facility prior to the event and accepts, discharges, and releases, and shall protect, indemnify, defend, and hold harmless, the City and each of its employees, agents, employees, volunteers and representatives, from any and all liability, claims, judgments, or demands including reasonable attorney's fees and costs, which may arise from any claims, including but not limited to claims for injuries, deaths, and/or damage to property arising directly or indirectly out of the condition or use of the rented facility space and the immediate surroundings, including parking lots, driveways, and common areas, or any action related to the subject of this agreement, including, but not limited to client's occupancy or use of the facility, except if due to City's active gross negligence or willful misconduct. *Client's initials* _____

INSURANCE: If the City of Everman staff determines a possible need for insurance due to the number of participant or the activity or event, the client shall secure and maintain comprehensive general liability insurance in the amount of one million dollars per occurrence with coverage for incidental contracts. Client agrees to endorse such policy to name the City of Everman as additional insured. Further, the Certificate of Insurance shall provide 30 days prior written notice of cancellation. Client shall also secure and maintain worker's compensation covering all certificates(s) of insurance, along with the additional insured endorsement, at least 2 weeks in advance of the event; otherwise, this agreement may be canceled by City. *Client's initials* _____

NOTICE: Notices shall be delivered to the person and address specified as the signatory hereto.

PAYMENT TERMS: Deposits are due and payable as per listed above in the "Deposit" section. Rental fees are due 30 days prior to the event. Checks shall be payable to the City of Everman. No personal checks will be accepted. Payment shall be made by: cash, cashier's check, money order or credit card.

PROHIBITED USES: The City strictly prohibits the use of flammable liquids, compressed gases, fog or smoke machines, candles or any type of open flame; the throwing of rice, paper or metallic confetti, birdseed or other materials in the facility or on the grounds; "parking lot parties"; pools, fountains, ponds or landscapes inside or outside the facility, outside tents and stages, inflatable jumping rooms, inflatable water slides, animals of any kind in a City facility, with the exception of service animals; smoking in a City building within 25 feet of a door, window or ventilation; nudity; or drugs. Explosives are not allowed near or inside the facility. Vehicles of any kind are not allowed in the facility.

PARKING OF VEHICLES: Vehicles are NOT allowed to be parked inside, along or near any Fire Lane, in the front or along the sides of the Facility or under the covered entry to the building. Any/all vehicles must be parked in designated parking places only. Parking on grassy areas of the adjoining Park is prohibited. Any vehicle parked in these areas or illegally parked in the Handicap parking areas are subject to removal by the Everman Police Department or towing company assigned by the City. All towing and storage costs are at the expense of the individual vehicle owner(s). The client is prohibited from charging Parking Fees.

ALCOHOL EVENTS: Alcohol is allowed via BYOB or Open Bar. The sale(s) of alcohol is prohibited. BYOB shall be monitored by the host of the event. Open Bar will require TABC licensed bartenders. The alcohol may be purchased prior to the event by the host, however, licensed bartenders must distribute the alcohol when engaged in Open Bar engagements. Open Bar events are preferred as there is alcohol consumption oversight. Open Bars usually coincide with wedding receptions, Quinceanera's, Banquets, etc. **ALL** alcohol-related events require Security personnel.

SECURITY: An off-duty, Everman Police officer may be required for security for any events, at the sole discretion of the City Manager; however, security shall be required for *any* commercial event and any event where alcohol is present or consumed. Licensed alcohol handlers must be hired for "open bar" events. Events for 100 or more people will also require Security personnel. The fee charged will be at the current off-duty rate with a 4-hour minimum; payment is to be made in cash to the Officer upon arrival. All costs associated with the hiring of security services will be assumed by the client. The City reserves the right to require monitoring during any event held on city property.

Security required: ___ Yes ___ No *Client's initials* _____ *City Staff initials* _____

STAFF FEES: A trained, off-duty City of Everman staff member may be required with certain rentals to manage audio/video or other city-owned equipment as well as to serve as an onsite resource to the client. The fee charged will be

\$25/hour with a 4-hour minimum; payment is to be made in cash to the staff member upon arrival. All costs associated with the retaining of a trained, off-duty staff member will be assumed by the client. The city reserves the right to require the presence of off-duty city staff members during any event held on city property.

Staff Required: ____ Yes ____ No **Client's initials** _____ **City Staff Initials** _____

STORAGE: Storage space is **not** available at any time. All personal or catering company items must be removed at the end of each event. Shall any item be left in the building it will become the property of the City of Everman.

Client's initials _____

TABLE COVERINGS: Table coverings are required at all times. Round and rectangular tablecloths are available to rent from the City. If Client chooses not to rent table coverings from the Center, client is required to provide and cover all tables and remove them after the event.

TERM: This agreement becomes effective on the date first written below and shall remain in effect for as long as client remains on or utilizes City facilities, regardless of event(s) duration. Provisions regarding payment, indemnification and liability for damages shall survive expiration or termination of this agreement.

TRASH: All used trash bags are to be tied up and placed inside the dumpster near the facility before the client leaves the building.

WEAPONS: It is the client's responsibility to determine if handguns are to be allowed at client's event. The client must determine if the carrying of handguns would be legal at the event. The client may request the use of signage from the City to alert attendees that handguns, either openly carried and/or concealed, are prohibited at the event. The client assumes all liability regarding this issue. The City may not, pursuant to law, unilaterally prohibit the carrying of handguns at a City facility. The client is responsible for any damage or loss to the signage.

Client's initials _____

USE: Client must be at least twenty-one (21) years of age and provide proof thereof. Children must be supervised by an adult throughout the time that they are in the facility. Ages through 12 require 1 adult per 4 children; ages 13 through 17 require 1 adult per 10 young adults. Use of the facilities described herein is granted subject to the terms and conditions herein rules and regulations established from time to time by the administration of the City of Everman. The City assumes no liability or responsibility for any personal property of Client or of its employees, agents, representatives, guests or invitees brought onto the property before, during or after the event described herein. Submission of this application/agreement or acceptance by the City of Everman of any fee does not guarantee availability of any city facilities. Facility and adjoining areas are provided on an "as is" basis.

All fire exits must be kept clean, clear and unobstructed at all times. The path of travel in hallways and to exits may not be blocked by furniture or any other movable object. Client must abide by room capacity limits. It is unlawful to exceed the capacity of any room. Failure to abide by room capacity limits may result in the cancellation of the event without refund or pro-rating of fees if the rental participants do not adhere to these facility rules.

This agreement contains the entire understanding of the parties. There are no representations, covenants, or warranties other than those expressly stated herein. No change or waiver of modification of any of the terms hereof shall be valid unless in writing. Signed agreement must be shown to City authorities on demand.

Nothing in this agreement is intended to create any rights in or for a third party. Nothing in this agreement is intended to waive any defense available to the city at law or common law.

The facility is under video surveillance 24 hours a day.

By signing this application, I agree personally or on behalf of the organization I represent that I will/have/understand:

- Provide a copy of my Driver's License or state issued identification card;
- I have read, understand and agree to the terms and conditions on this form or attached hereto, incorporate herein by reference;

- I agree to provide any required Certificate of Insurance to the City at least 3 business days before the event;
- I understand I have agreed to hold the City harmless and indemnify it from any claim or expense incurred as a consequence of my use of the facility, per the **INDEMNIFICATION** paragraph above;
- I assume all liability for loss or damage to any personal property, owned, used, or stored at the event facility;
- I agree to pay the fees as specified in advance of the event;
- Instruct all participants and spectators not to park on any grassy areas and to park in designated parking areas only; client is restricted from charging for parking of vehicles on city property at any time;
- That there is a 10% charge based on the full amount of this application to change and reprocess the method of payment submitted for an event;
- Not hold the City responsible for any personal items or items of value that are left at the facility;
- I am entitled to use only the area(s) that I have rented;
- Leave the event facility in the same condition in which I found it;
- Abide by any and all rules for the use of this facility;
- No verbal agreements have been made with city representatives;
- At the discretion of the City or any Police Officers present at a rental, understand that a rental may be cancelled without refund or pro-rating of fees if the rental participants do not adhere to the facility rules.

Not valid until signed by authorized representative of both parties. Valid for date(s) listed on page 1 only.

Applicant Signature

City Representative Signature

Applicant Printed Name

City Representative Printed Name

Date

Date

Name of entity /organization (if applicable)

If the Agreement is executed on behalf of an entity / organization, the Applicant must present proof of authority to sign on behalf of the organization / entity, e.g. a copy of corporate minutes and the proof shall be attached to this application.

DISCLAIMER: Granting permission to use the City facilities does not constitute an endorsement by the City of the group or its beliefs and/or practices.

CITY PERSONNEL CIVIC CENTER USE

City Personnel (Staff and/or City Council members) may rent the Civic Center when available for use. The Civic Center may be rented at a discount of the standard price, a maximum of two (2) times a year. There is a 75% discount for the first usage and a 50% discount for the second. If there is a third use, the normal fees will apply.

If the Civic Center is rented by City Personnel, it must be used/hosted by the person renting the facility. City Personnel may not rent the facility at discounted rates for someone else. City Personnel renting the facility will be required to be at the event at all times during the rental.

All rules and regulations pertaining to the Civic Center still apply.