



KAUFMAN CIVIC CENTER RENTAL AGREEMENT

In order to rent the Community Room within the City of Kaufman Civic Center, I, _____, ("Renter"), hereby agree to abide by the following terms and conditions and acknowledge that my failure to do so will result in immediate termination of this Agreement by the City and may result in additional fees and the loss of my rental deposit.

Key must be picked up between 9:00 am - 4:30 pm Monday-Friday at the Civic Center at 607 E. Fair Street, Kaufman, Texas 75142.

Date Key Picked Up: _____

Key must be returned the day after event.

Key# _____
Returned? _____

Renter hereby acknowledges that failure to return the key after the event shall result in an additional \$75.00 key fee.

RENTER NAME: _____

ORGANIZATION NAME: _____

TYPE OF EVENT: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CELL PHONE: _____ HOME: _____

WORK: _____ EMAIL: _____

EVENT DATE(S): _____

EVENT TIMES INCLUDING SET UP & CLEAN UP: _____

ESTIMATED NUMBER OF GUESTS: _____

KITCHEN USE: _____ DINING ROOM USE: _____

The Kaufman Civic Center reserves the right to book two half-day rentals on the same date.

FINANCES: Renter agrees to pay the City of Kaufman \$_____ for rental of the Kaufman Civic Center for a full day / half day / quarter-day usage. (circle one) Payment in full is required at least 14 days before the event.



DEPOSIT: A deposit of \$250.00 (no alcohol) or \$500.00 (with alcohol) is required to ensure that the Center is undamaged after use. The deposit is refundable if no property damage occurs and no additional cleaning is necessary. Deposit must be made on the date this Agreement is signed.

ALCOHOL: One of the following items **MUST** be initialed by Renter.

_____ There WILL NOT be alcohol at this event _____ There WILL be alcohol at this event

If alcohol will be present at the event, a licensed Police Officer MUST BE ON SITE FOR THE DURATION OF YOUR EVENT. The City of Kaufman requires four (4) officers for the first 100 guests and an additional officer for every 50 guests.

_____ Number of officers needed
_____ Number of hours
\$ _____ Total cost for Security (if KPD)

DATE CHANGES: In the event Renter need to change the date of the rental, every effort will be made to transfer reservations to support the new date. All deposits are transferable to the new date; additional fees may apply. Renter further understands that last-minute changes can impact the quality of the event and that Kaufman Civic Center is not responsible for these compromises in quality. Renter understands that if the new date they are requesting has been previously booked Kaufman Civic Center cannot transfer the reservation to that requested date.

Please initial below next to each item to signify your agreement.

1. _____ I agree that this Agreement consists of a Memorandum of Understanding, a Rental Agreement, Rental Policy and Cleaning Procedures, and a contractual agreement with a City of Kaufman police officer (if applicable). I further agree that these documents shall constitute the full and complete Agreement between both parties. I further understand that the City may make changes to the agreement documents at any time.
2. _____ I agree to abide by the Kaufman Civic Center Rental Agreement and all related agreement documents, and those rules and regulations posted at the Center, and to make all related persons, including guests of the event, aware of all such rules and regulations. If I, or related persons, fail to abide by such terms and conditions, I will forfeit my rental deposit.
3. _____ I agree to promptly pay the City for any additional charges incurred while renting a space in the Center, as more fully explained in the Rental Policy and Cleaning Procedures. Additionally, the Center reserves the right to file a police report.



4. _____ I AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF KAUFMAN, TEXAS, AND THE CITY OF KAUFMAN CIVIC CENTER, FROM ANY AND ALL LIABILITY OR CLAIM OF LIABILITY TO OR BY ANY PERSON BROUGHT IN CONNECTION WITH THE USE OF THE CIVIC CENTER IN ANY WAY, AND I RELEASE THE CITY OF KAUFMAN, TEXAS AND THE CITY OF KAUFMAN CIVIC CENTER FROM ALL LIABILITY THEREOF.
5. _____ I agree to maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of the business risk with the City of Kaufman listed as an additional insured on the policy and a waiver of subrogation in favor of the City of Kaufman. Certificates of insurance shall be provided upon request.
6. _____ I agree that my rental is not confirmed until all agreement documents and the deposit are received and accepted by a Kaufman Civic Center representative.
7. _____ I agree that to receive my deposit back for a rental cancellation, I must notify the Kaufman Civic Center representative at least 14 calendar days before the scheduled rental date. I understand that if I cancel the Agreement within 14 calendar days of the scheduled rental date, I will forfeit my rental deposit.
8. _____ I agree that the City of Kaufman may terminate this Agreement at any time for any cause or convenience.

I, the above-stated Renter, understand the Kaufman Civic Center Rental Agreement in its entirety and agree to abide by the aforementioned terms and conditions.

Signature: _____ Date: _____

Civic Center Representative: _____ Date: _____

City Manager Approval: _____ Date: _____

(For alcohol present)

Deposit Paid: Cash / Credit Card / Check# _____ Date: _____

Deposit Returned: Check# _____ Date: _____

Rental Paid: Cash / Credit Card / Check# _____ Date: _____ Initials: _____

Security Paid: Cash / Credit Card / Check# _____ Date: _____ Initials: _____



MEMORANDUM OF UNDERSTANDING

1. The “Center” shall refer to the Kaufman Civic Center and all property located at 607 E. Fair Street, Kaufman, TX 75142.
2. The term “Renter” includes every person (whether or not named or referred to in the Rental Agreement) who shall use the facilities of the Center by “Renters”, with expressed or implied consent.
3. The Agreement consists of all documents agreed to and signed by the Renter, including, but not limited to, this Memorandum of Understanding, the Rental Agreement, Rental Policy, and Cleaning Procedures.
4. Maximum attendance allowable in the Center is governed by the posted Fire Code. Standing room only: 500. With tables and chairs: 350.
5. Renter shall provide a minimum of one (1) adult per each ten (10) children for youth activities.
6. The Center facilities are entered upon by Renter in good condition. Renter shall leave the Center facilities in the same (or better) condition as upon arrival. Any damages will be charged to Renter according to the Rental Policy.
7. Renter shall not use the Center facilities unlawfully. **DRUGS AND EXPLOSIVES ARE STRICTLY PROHIBITED.**
8. If alcohol is to be present, **a police officer must be on duty for the duration of the event.** The City of Kaufman requires four (4) officers for the first 100 guests and an additional officer for every 50 guests.
9. Renter will be responsible for insurance coverage for all events, as well as any additional services required for damages incurred by their event.

The Kaufman Civic Center is part of our community. It was built for the people of Kaufman, by the people of Kaufman. Please take excellent care of it for future renters.

EMERGENCY CONTACTS

True Emergencies – Call 911
For facility emergencies, please call (214) 802-4933



KAUFMAN CIVIC CENTER RENTAL POLICY

It is the responsibility of Renter to notify all related persons, including all persons in Renter's group and attending Renter's event at the Kaufman Civic Center ("Center"), of this Rental Policy and Cleaning Procedures as follows:

1. Smoking is strictly prohibited inside the Center and within fifty (50) feet of any entrance to the Center. All tobacco and related products are prohibited, including, but not limited to: cigarettes, e-cigarettes, vapor sticks, cigars, pipe tobacco, chewing tobacco, and snuff.
2. Drugs and explosives are **NOT** permitted on Center property. Failure to comply shall result in police action and enforcement.
3. Alcoholic beverages are **NOT** permitted on Center property without the City Manager's approval. There must be a licensed police officer on duty for the duration of the event. Renters may use the Kaufman Police Department or Kaufman County Sheriff's Department to provide security. If using KSO, Renter must provide Civic Center Staff with a signed agreement with the agency at least 14 days prior to the event.
 - a. Renter and/or provider of alcohol assumes all liability and responsibility associated with the use, consumption, and dispensing of alcohol. Commercial Renters must provide a copy of Insurance for Alcohol.
 - b. Renters shall be responsible for hiring a TABC certified bartender to serve alcohol and provide the licenses of the individual to the Civic Center staff prior to the event.
 - c. Alcohol must be served in plastic glasses. No glass is allowed.
 - d. Renter shall be responsible for monitoring alcohol entering and leaving the Center for the event. No guest shall be allowed to enter or leave the Center with open containers of alcohol at any time.
 - e. Alcohol consumption is not permitted in nearby vehicles or parking lots.
 - f. All state and federal laws relating to alcohol use apply. No one under the legal age of 21 may consume alcohol on Center property.
 - g. Failure to comply with the Center's alcohol policy shall result in police action and enforcement.
4. If Renter plans on selling or auctioning firearms on-premise, the renter must comply with the Bureau of Alcohol, Tobacco, Firearms, and Explosives Gun Show Guidelines.



3. Upon arrival, Renter shall take and send pictures of any issues with the Center facilities to civiccenter@kaufmantx.org so that the Kaufman Civic Center representative may address such issues with previous renters.

4. Renter and all related persons, including guests, shall respect all furniture and fixtures that the Center provides. No marking, etching, or destroying of the tables, chairs, and/or other surfaces provided is permissible. Renter shall pay for repair and/or replacement of any furniture or surface left in an unsatisfactory condition to the Kaufman Civic Center, and for any other damage done to City property. If any damage to City property occurs, Renter shall forfeit all rights to their rental deposit.

5. No animals are permitted in the Center, except for service animals.

6. Vehicles shall be parked on paved areas only. Parking is not permitted on the grass at any time, including loading or unloading.

7. All event decorations shall be free-standing. Nothing may be affixed to the walls, windows, and/or other inside or outside building surfaces, except for items temporarily hung from curtain rods installed inside above the hallway door frame. No nails, pins, tape, glue, adhesive, confetti, sparklers, rice, sawdust, or glitter are permitted. No candle frames are allowed. The use of flameless candles is permitted.

8. Renter shall vacate the premises by **MIDNIGHT** unless other arrangements have been made with a representative of the Kaufman Civic Center. Residential neighbors in the area reserve the right to pursue police action against violators.

9. Renter shall clean the premises, according to the Cleaning Procedures, before the rental term is up, or Renter may be charged an additional cleaning fee and forfeit their rights to their deposit. All property owned by Renter and guests shall be removed from Center property upon vacation of the premises. No property may be stored or remain on site unless prior approval is given by the Kaufman Civic Center Coordinator.

I, the above-stated Renter, understand the Kaufman Civic Center Rental Policy in its entirety and agree to abide by the aforementioned terms and conditions.

Signature: _____ Date: _____

Civic Center Representative: _____ Date: _____



KAUFMAN CIVIC CENTER CLEANING PROCEDURES

The following cleaning procedures **MUST** be completed before Renter vacates the Civic Center or Renter may forfeit their deposit, may incur additional charges for cleaning, and may face prosecution.

The following checklist is provided for Renter's convenience in securing deposit return.

Cleaning Supplies: Center will provide cleaning supplies, and trash bags for convenience, which will be located in the janitor's closet in the foyer.

Tables and Chairs:

1. Clean all tables and chairs. Wipe down all tabletops prior to putting them away.
2. Follow posted instructions for storing tables and chairs inside the storage closet.
3. If any chairs are dirty beyond cleaning, please place them separately from other chairs in the closet.

Trash:

1. Securely bag and remove all trash from the kitchen, bathrooms, and main room. There is a dumpster located to the left of the building when exiting the front door.
2. Any litter outside of the Center must be picked up and disposed of properly inside a secure bag and placed in the dumpster.

Decor: All décor, including balloons (air-filled or helium), must be removed upon vacation from the premise. If balloons float into the rafters, Civic Center staff must be notified.

Air/Heat: All thermostats should be set to a reasonable temperature upon departure. If it is hot outside, leave the AC temperature at 75 degrees. If it is cold outside, leave the heat temperature at 60 degrees.

Lights: Turn off all lights, including in the bathrooms and main room.

Doors: Check and lock ALL doors: Two (2) front doors and one (1) back door. Kitchen and Dining Room exterior doors, if applicable.



Key: Place the electronic keycard in the mailbox located outside the front door. Place the physical storage room keys in the first drawer of the credenza in the lobby. If Renter fails to return the key, Renter shall pay an additional \$75.00 key fee.

I, _____, understand the Kaufman Civic Center's Cleaning Procedures and agree to abide by such terms and conditions.

Signature: _____ Date: _____



Rates

<u>Type of Fee</u>	<u>Amount</u>
Deposit (no Alcohol)	\$250.00
Deposit (Alcohol)	\$500.00
Quarter Day Rental	\$250.00
Half Day Rental	\$500.00
Full Day Rental	\$1,000.00
Quarter Day Rental (Non-Profit)	\$125.00
Half Day Rental (Non-Profit)	\$250.00
Full Day Rental (Non-Profit)	\$500.00
Kitchen Use Fee	\$250.00
Dining Room Use Fee	\$250.00
Lost Key Fee	\$75.00

Quarter Day = 2 hours

Half Day = 4 hours

Full Day = 8 hours