



BONNEY, TEXAS

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VILLAGE OF BONNEY RENTAL AGREEMENT ***Bonney Community Center Rules***

1. **Privileges:** Community Center privileges may be denied to any person, group or organization because of previous misuse, damage or lack of cooperation.
2. The person in whose name the reservation is made shall be present at the Community Center throughout the rental period and shall be responsible for the protection of the Community Center and its equipment and contents.
3. **Adult Supervision:** Youth functions must be attended by an approved number of adults. The sponsoring group of all dances and large parties must coordinate with the City Secretary/Mayor to assure proper supervision, which may include security. Participants must confine their activities to the facilities reserved.
4. **Loaning of Equipment:** Furnishings or equipment will not be loaned outside the Community Center unless approved by Mayor.
5. **Reservations and Early Set Up:**
 - a. All reservations are made on a first come, first served basis and must be made by a person of legal voting age who will be held responsible for complying with all federal, state, county and city laws, policies and rules. No reservation is final until the deposit is received.
 - b. NO standing reservations will be allowed.
 - c. If a renter wishes to set up or decorate early, then the renter must reserve the hall for that purpose and the early set-up shall not be earlier than the afternoon before the planned use.
 - d. No reservation may be made more than twelve months in advance.
6. **Fees:**
 - a. All deposits and fees must be paid in full at the time the reservation application is submitted. ***All checks shall be made payable to the VILLAGE OF BONNEY.*** Following compliance with all conditions of the rental agreement, deposits are eligible to be refunded.
 - b. Fees - the following fees apply to any renter: **\$125 for 5 hours, \$170 for 8 hours, \$200 for 10 hours or \$290 for 16 hours.**

- c. Fees for Senior Citizen Events: There shall be no hourly fees for activities that the City Secretary/Mayor determines are primarily for Senior Citizens, but deposits and any other costs or charges shall be the same as for other renters.
- d. All rentals are inclusive of kitchen, tables and chairs. However, locked kitchen equipment is not available for public use. Renters must bring their own kitchen utensils and equipment.
- e. Cleaning Fee: A cleaning fee of \$50 is required and included in the rates listed in item (b) above. **THE ONLY CLEANING REQUIRED OF THE RENTER IS TO BAG AND REMOVE ALL TRASH.** As a courtesy, please mop up all liquid spills.
- f. Deposit: The renter shall pay a \$100 deposit at the time of the reservation. The deposit shall be applied to any cleaning costs in excess of \$50, unpaid fees of any nature or damages. The balance shall be refunded to the renter upon inspection and approval by the City Secretary/Mayor. If any unpaid fees, damages or excess cleaning costs exceed the amount of the deposit, then the renter shall pay those amounts to the Village of Bonney upon demand.
- g. **NO REFUNDS** will be issued for hours or equipment not used.

7. **Cancellations:** Cancellations must be submitted in writing, in person or by certified mail.

a. By ***Renter***

Refunds are issued as follows:

- 1. 30 days or more notice – full refund
- 2. 29 days or less – half of rental fee
- 3. Less than 14 days notice – NO REFUND of fee

b. By ***Village of Bonney***

The Village of Bonney, acting through the Mayor, City Secretary, Acting City Secretary or any person authorized to take reservations on behalf of Bonney, shall have the unrestricted right to cancel the reservation with or without cause at any time until the person reserving the Community Center or any part of that person's group occupies the Community Center pursuant to the reservation, and neither the Village of Bonney nor its officers, agents, employees or representatives shall have any liability for such cancellation. If the Village of Bonney cancels the reservation without cause, then the deposit shall be refunded, after any applicable deductions.

8. **Damages:** The renter shall be responsible for any and all damages to the Community Center and to any equipment or contents thereof. Damages to the building and/or grounds must be reported to the City Secretary/Mayor no later than 10:00 a.m. the first business day following the event. However, ***in the event of an emergency, contact Sunday Strickler at (979) 864-3711 or Mayor Raymond Cantu at (281) 413-5151.*** The City Secretary/Mayor will verify the

condition of the facility before and after each event. If the building is not left in acceptable condition, the user's deposit will be withheld.

9. **Indemnification:** The user shall indemnify and save harmless the Village of Bonney, and its officers, employees, agents and representatives, from all suits, actions, claims, costs of litigation, fees and expenses of any character, type or description brought or made for or on account of any injuries, damages or losses of any nature whatsoever, claimed or sustained by any person or persons or property, wholly or partly arising out of or occasioned by the use of the premises. **THIS INDEMNITY INCLUDES, BUT IS NOT LIMITED TO, MATTERS ARISING FROM THE NEGLIGENCE OF THE PERSONS INDEMNIFIED.**
10. **THE CITY AND ITS PERSONNEL SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY PROPERTY OF ANY PERSON IN THE COMMUNITY CENTER AT ANY TIME, INCLUDING BUT NOT LIMITED TO PROPERTY LEFT OVERNIGHT AFTER EARLY SET-UP OR DECORATION.**
11. **THE CITY AND ITS PERSONNEL SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES TO ANY VEHICLES OR THEFT FROM ANY VEHICLES PARKED ON VILLAGE OF BONNEY PROPERTY OR PARKING LOT.**
12. Nothing herein shall ever be construed to waive or impair any immunity of the Village of Bonney or its officers, agents, employees or representatives, in any way concerning the subject matter hereof. Furthermore, the Village of Bonney and its officers, agents, employees and representatives shall have no liability of any nature to any person other than the Village of Bonney for any act, omission or other matter in any way concerning the subject matter hereof.
13. No government activities shall be allowed in the Community Center. However, nothing herein shall impair the fact that a community center is a governmental function under Chapter 101 of the Texas Civil Practices & Remedies Code.
14. As a policy of the Village of Bonney Community Center, events that will be generating revenues, via charging admission or by other means must first be cleared by the City Secretary/Mayor.
15. No person shall use the Village of Bonney Community Center until a qualified renter has filled out and signed the Bonney Community Center Reservation Form for such use.
16. **Variance:** A variance to these Rules may be requested. The request must be made in ample time before the event, since approval may be granted only by the City Council at a Council meeting.
17. **Change by City Council:** These Rules are subject to change by the City Council without notice.

18. **No Smoking:** The Center is designated as a **NO SMOKING FACILITY**. Smoking therefore is not permitted within the confines of the building. No exceptions.
19. **Decorations:** Decorations should be limited to tables and must comply with all Village of Bonney regulations. Nails, thumbtacks, tape, etc. are prohibited.
 - No open flames. Candles are permitted in closed globes.
 - Rice, confetti, glitter, bubbles, birdseed, rose petals, etc. are prohibited indoors. Only birdseed, bubbles or rose petals are allowed outside and must be cleaned up by renter. Helium balloons are allowed but must be removed at the end of the event by renter.
 - All tables must be covered.
 - Any damage done to the facility will be the responsibility of the renter.
20. **Children in the Kitchen:** No children under the age of twelve (12) years are allowed in the kitchen area.
21. **Air Conditioning & Heating:** All doors and windows must remain closed when heating and air conditioning are in use.
22. **Lights:** Turn off all lights at the conclusion of each event.
23. **Locking Building:** The user is responsible for ensuring the building is locked and secure before leaving the premises.
24. **Emergencies:** In case of emergency, the user is strongly encouraged to call 911 for assistance. Accidents or injuries sustained as a result of conditions associated with the buildings or grounds must be reported to the City Secretary/Mayor on the next available business day following the event. Users are to report unsafe conditions to the City Secretary/Mayor for correction, as well as the use of any fire extinguisher so that they can be recharged immediately.
25. **Alcohol:** Alcoholic beverages are permitted on Community Center property with the attendance of police officers:

Events with alcohol are required to have certified police officer or officers on duty on the premises **from the beginning of the event until the end of the booked time**. If security is not hired, your deposit will be withheld, and there is potential your event will be shut down. Alcohol is not to be opened, served or consumed on city premises until police are on duty on the premises. Consumption of alcohol is to remain indoors and is not permitted in parking areas. Confirmation police have been scheduled must be received by City Hall office within three (3) days of event and the names and telephone numbers of officers must be supplied to City Secretary/Mayor; otherwise event will be prohibited from serving alcohol.

- In the State of Texas, any person who provides alcoholic beverages to another person may be responsible for the actions of that person, including

injuries to persons or property. The Village of Bonney does not assume any responsibility for injuries arising out of any events or use of Village of Bonney property pursuant to this agreement. Individuals should use special care if alcoholic beverages are being served at the event.

- The Village of Bonney does not endorse or encourage the consumption of alcoholic beverages on Village of Bonney property and all actions regarding the consumption of alcohol are the sole responsibility of the renter.
 - Renter is responsible for insuring no person becomes intoxicated on Village of Bonney property.
 - All alcoholic beverages must be consumed inside the Community Center.
26. **Gambling:** Gambling is prohibited on the premises except in full conformity with State regulations concerning the conduct of the games and with appropriate licensing in place.
27. **Use of Grounds:** All renters and guests have access to the parking lot and grounds. Access to the parking and grounds for exclusive use requires rental of the entire facility with exception by the City Secretary/Mayor.
28. **Maximum Capacity:** 120 persons
29. **Miscellaneous:**
- NO PINATAS indoors are allowed at the Community Center.
 - Do not stand on chairs or tables. Be careful when pushing tables/chairs into storage room.
 - Tables and chairs are to be individually cleaned and carefully placed in proper storage area.
 - Refrigerator must be cleaned and kitchen counter tops must be cleaned.
 - Stove is to be turned off and cleaned and kitchen counter tops must be cleaned.
 - All water faucets must be turned off.
 - Both air conditioner and/or heater thermostats must be turned to the off position.
 - Remove all decorations.
 - All lights in the facility are to be turned off.
 - All doors must be closed and locked.
 - Key must be returned to VILLAGE OF BONNEY City Hall on next working day. (Refer to office hours of 1:30 to 4:30 pm; Mondays, Wednesdays and Thursdays, as posted on City Hall front door.)