



# Civic Center

PO Box 986 ~ Big Sandy, Texas 75755

903.636.4343 ~ 903.636.4413 fax

[utilityclerk@bigsandytx.gov](mailto:utilityclerk@bigsandytx.gov)



**Lease Agreement**

**Rental Rates**

**Regulations**



## Big Sandy Civic Center

### ★ RENTAL RATES ★

These rental rates, attached to the lease and presented to the Lessee(s),  
are a legal and binding part of the lease.

Location	Deposit	Rental Fee	Quantity	Total
Auditorium & Training Room	\$250	\$250/day		
Auditorium, Training & Side Rooms	\$250	\$300/day		
Civic Center (Entire Facility)	\$350	\$500/day		
Gym (includes use of the gym kitchen)	\$200	\$250/day		
Training Room (includes use of kitchen)	\$100	\$125/day		
Parking Lot without Restroom Access	\$100	\$100/day		
Parking Lot with Restroom Access	\$100	\$200/day		
<b>Additional Fees</b>				
Decorating Rate (5 PM - 12 PM)		\$100/day		
After Hours Cleaning (After 12 am-1st hr)		\$50/hour		
After Hours Cleaning (After 12 am-2nd hr)		\$25/hour		
Additional hours over 10-hr rental		\$25/hour		
Sound System Fee (see additional details)		\$50		
3 Folding Stage Sections (10'x16' each)		\$25 each		
Adjustable Backdrop Stand (10'x20' size)		\$50		
<b>TOTAL AMOUNT DUE</b>				

## LEASE AGREEMENT ★ RULES ★ REGULATIONS

Lessee(s) and their guests or anyone they permit on the premises of the Civic center during their event must abide by these rules:

**RENTAL FEES:** Lessee(s) hereby covenants and agrees to pay to Lessor (City of Big Sandy), at City Hall in Big Sandy, 119 E Gilmer Street, Big Sandy, Upshur County, Texas for the use of said premises.

- Lessee(s) agree to the Rental Fee and Deposit Fees as attached to this Lease Agreement.
- Lessee(s) agree that the Rental Fee and any Additional Fees are due and payable at the time of booking together with a signed lease agreement and copy of photo ID. Payment can be made by **Cash, Cashier's Check, Money Order, and Credit or Debit Card.**
- If event ends at midnight and clean up time is necessary \$50.00 will be assessed for the first hour and each additional hour is \$25.00. Any partial hour constitutes a full hour rental. Rental Fees assessed past midnight may be subtracted from the Security Deposit.

**CANCELLATIONS:** All cancellations of contracted events must be submitted in writing to the City of Big Sandy, PO Box 986, 119 E Gilmer, Big Sandy, TX 75755.

- Cancellations made more than 30 days before event date will receive a full refund of rental fees and a full refund of any deposit(s) paid.
- Cancellations made 15-30 days before event date will forfeit 50% of rental fees paid and a full refund of any deposit(s) paid.
- Cancellations made 14 days before event date will forfeit 100% of rental fees paid and a full refund of any deposit(s) paid.

**SECURITY DEPOSIT:** The Security Deposit(s) are due at the time the key(s) are picked up or the door code is issued, and vary based on the facilities you are leasing.

- Lessee(s) agree to the Security Deposit(s) as attached to this Lease Agreement.
- Lessee(s) agree that the Security Deposit(s) will not be eligible for refund for up to 10 days after event. Deposits can be paid with **Cash, Cashier's Check, Money Order, Personal Check, and Credit or Debit Card.** The deposit **cannot** be shared by more than one party.

**ALCOHOL:** Alcohol use is not permitted.

**ANIMALS:** Absolutely no pets or other animals allowed in any part of the Civic Center except those assisting the handicapped. Lessee(s) will be responsible for compliance by anyone attending event.

**AUDITORIUM:** Lessee(s) agree no food and/or drinks will be allowed in the auditorium. If Lessee(s) violate this, the Civic Center reserves the right to retain Lessee(s) security deposit(s).

**CLEAN UP:** The Lessee(s) are responsible for leaving the Civic Center and the surrounding grounds in a clean and sanitary condition, including but not limited to:

- ALL tables, chairs, counter-tops, sinks, microwaves, refrigerators and stoves are sanitized with a disinfecting cleaner
- Bathrooms: toilets are unclogged; floors, mirrors, sinks and toilets are sanitized
- Floors: all floors (including the bathrooms) are swept and mopped
- Locks: all doors are locked and the keys are returned to City Hall
- Trash: all trash is picked up, trash cans are empty, trash is taken to outside dumpster. Dumpster key issued with your rental. Dumpster **MUST** be locked at the end of your event, or a portion of your deposit may be retained.

# LEASE AGREEMENT ★ RULES ★ REGULATIONS

## CLEAN UP CONTINUED:

- The Lessee(s) must remove everything brought into the facility immediately after the event. Items remaining after 72 hours become the property of the Civic Center unless pre-approved by the City.
- The Lessor reserves the right to retain Lessee(s) security deposit if property is not removed.
- The Lessor reserves the right to retain Lessee(s) security deposit(s) if the facility is not found in a clean and sanitary condition.

## DECORATING:

- If Lessee(s) wish to decorate at a time other than leased time, Lessee(s) must pay the decorating rate. Decorating on Saturday and Sunday must be done within leased time. Decorating at a time other than leased time can only be done if the date is available.
- Lessee(s) agree that **absolutely no glue, nails, push pins, scotch tape, staples, tacks, etc. will be used in or on any part of the Civic Center to decorate. All decorations should be free standing.** Removable adhesives, such as 3M Command or Scotch Wallsaver Tape are the *only* products allowed for attaching decorations.
- Any outdoor decorating, including banners, flyers, or signs on any part of the Civic Center property must be pre-approved by the City.
- Only votive candles or tea light candles enclosed in candle holders to prevent wax drippings can be used in the Civic Center.
- No spray painting is allowed inside or outside the Civic Center.

## FIRE PREVENTION:

The following Fire Prevention procedures shall be observed at all times:

1. The use of pyrotechnics are prohibited.
2. At no time shall fire protection devices be rendered unusable, including the blocking of fire extinguishers, the covering of or removal of batteries from smoke detectors.
3. Marked exits shall not be blocked.
4. No propane tanks are allowed in the Civic Center.
5. No smoking is allowed inside or within 15 feet of any entrance.

**KITCHEN FACILITIES:** All kitchen equipment and supplies, tables, chairs and all other equipment in the Civic Center are property of the City of Big Sandy and shall not be removed at any time.

- The commercial kitchen/concession area is part of any Gym Rental.
- The kitchenette is part of any Auditorium Rental.
- Lessee(s) may have use of appliances if available.

**MOTORIZED VEHICLES:** Vehicles, motorcycles, dirt bikes or ATV's are not allowed inside the Civic Center.

**MUSIC:** Music is ONLY allowed inside the Civic center and ONLY until 12:00 midnight. ASCAP/BMI fees will apply to Lessee(s) in any instance where licensed music is played for the general public, whether paid or free attendance. Lessee(s) shall be responsible directly to ASCAP/BMI for any and all applicable fees.

## LEASE AGREEMENT ★ RULES ★ REGULATIONS

**SMOKING/TOBACCO/VAPING:** There is absolutely no smoking, vaping, or tobacco products allowed in the Civic Center. It is the responsibility of the Lessee(s) to enforce this rule. Designated smoking/vaping areas are established and the receptacles must be used.

### **SOUND SYSTEM:**

- Any Lessee(s) requesting use of the Civic Center sound system must make arrangements with the City at least two weeks before your event and will include a system usage fee of \$50.
- The sound system(s) must be operated by personnel authorized by the City. The City will provide Lessee(s) a list of authorized operators. Lessee(s) will contract with and make additional payment directly to authorized sound system operator.
- Lessee(s) will provide batteries for all cordless microphones used during rehearsals and performances.

### **SPECIAL CONDITIONS:**

- The Lessee(s) is responsible for meeting delivery people, deejays, sound and light operators, concessionaires, or any other persons hired by Lessee(s). No City of Big Sandy employee is available to Lessee(s) to assist in loading, unloading, decorating, etc. Lessee(s) may hire off duty staff/affiliated workers at their own expense.
- Absolutely no water slides, or water devices or toys, etc. are allowed in any part of the Civic Center or on any part of the Civic Center property.
- Absolutely no pyrotechnics are allowed.
- Under no circumstances may the Lessee(s) sub-lease any part of the Civic Center.
- Lessee(s) understand and agree the City of Big Sandy is not responsible for lost, damaged or stolen items during event.
- Unauthorized intoxicants, drugs, controlled substances and firearms are strictly prohibited.

Renter(s) are responsible to contact the City during business hours if they have additional questions.

**TABLES/CHAIRS:** Before the event, the Lessee(s) should notify the city the type and number of tables and chairs needed. Some tables and chairs are in storage, and will not be available unless you make arrangements for them to be brought out before your event. Requests to bring out tables and chairs when City Hall is closed may result in a portion of your deposit being retained. Lessee(s) are responsible for all set-up and take-down of tables and chairs. There is absolutely no sitting or standing on tables and no standing on chairs for any reason. If a table or chair is stained, damaged or broken the Lessee(s) is responsible for replacement costs.

**WIFI PASSWORD AND USE POLICY:** By accessing the Civic Center WIFI wireless network, Lessee(s) acknowledge that you are of legal age, you have read and understand and agree to be bound by this agreement. Lessee(s) agree not to use the wireless network for any purpose that is unlawful and take full responsibility for your acts. The wireless network is provided “as is” without warranties of any kind, either expressed or implied. The password will be texted to the Lessee(s) before your rental date.

## LEASE AGREEMENT ★ RULES ★ REGULATIONS

This agreement is made and entered into based upon the items listed above and the following express covenants and conditions:

1. Lessee(s) agree to deposit with Lessor the Security Deposit(s) as attached to this Lease Agreement. The security deposit will be processed to be refunded within ten (10) business days after the event, once the premises have been inspected. In the event of damage, the inspector will present a list of damages to the City Secretary's office for cost assessment. If more than the security deposit is necessary to cover the damages, Lessee(s) will be responsible for making full restitution.
2. Lessee(s) agree that the Rental Fee and any Additional Fees are due and payable at the time of booking together with a signed lease agreement and copy of photo ID. It is agreed that Lessor may cancel this agreement at any time prior to (30) thirty days before the leasing date. Lessor will make every effort to transfer any meeting to another available public facility at no extra charge to Lessee(s). Transfers of events may be appealed to the Big Sandy City Council.
3. Lessor shall furnish, at Lessor's expense, all utilities necessary for Lessee(s)'s use.
4. A lease utilizing the facility via a series of regular events may have any and/or all future contracted events cancelled by Lessor should Lessee(s) cancel any one scheduled event. Cancellation will be determined at the Big Sandy City Council's discretion.
5. Unless otherwise specified in writing, the City shall be privileged to schedule other similar events both before and after the dates of this contract without notice to Lessee(s). In all cases the City's discretion will be in the best interest of Lessor.
6. Lessor reserves the right at all times to eject any objectionable person or persons from the building and premises. In the event of the exercise of this authority, Lessee(s) hereby waives any and all claims for damages against the City of Big Sandy, the Civic Center, its officers and employees on account thereof.
7. In case the premises or the building of which such premises are a part shall be destroyed or damaged by fire or other cause, or if any other casualty or unforeseen occurrence or other causes shall render the fulfillment of this agreement by Lessor impossible, the term of this agreement shall end and Lessee(s) shall be liable to pay rent only up to the time of such termination, and Lessee(s) hereby waives and releases any claim for damages or compensation on account of such termination.
8. Lessor reserves the right after the termination of the time for which the premises are rented to remove from the building all effects remaining therein. Lessor shall not be liable in any way to Lessee(s) on account of removing said effects.
9. **Lessee(s) shall agree to release and hold lessor free and harmless from all claims and liability for damages to any person or persons for injuries to any person or property occasioned by or in connection with the use of the premises caused by any source whatsoever.**

## LEASE AGREEMENT ★ RULES ★ REGULATIONS

**Lessee(s) hereby assumes full responsibility for the character, acts, or conduct of all persons admitted to the premises or to any portion of the premises by Lessee(s), its agents, employees, or other representatives.**

**Lessee(s) agrees, at its expense, to have on hand at all times sufficient personnel to maintain order and protect the persons and property on the premises. For events requiring police supervision, the sufficiency and type of police present shall be subject to the approval of the City.**

10. Lessee(s) shall not obstruct neither the halls nor ramps of said building or premises, or the sidewalk, entrances or lobby. Lessee(s) shall not permit any chairs or moveable seats to be or remain in the passageways, such passageways shall be kept clear at all times.
11. Lessee(s) shall not bring or permit anyone to bring into said building or premises or keep therein anything, which will increase the fire hazard or the rate of insurance on the building or any property therein. No decorations shall be put up without the consent of the City. Lessor reserves the right at any time to require Lessee(s) to remove from the premises any animals, furniture, fixtures, wiring exhibits or other items placed therein without the consent of the City.
12. Lessee(s) shall not cause or permit any nails or other things to be driven into any portion of the building, or shall any signs be affixed to the exterior thereof.

There shall be no changes, alterations, repair, painting or staining of any part of the building or the furnishings thereof.

Lessee(s) shall pay the cost of repairing all damage which is done to the building, fixtures, furniture or furnishings thereof by Lessee(s), its agents, servants, employees or anyone present on the premises upon the invitation of Lessee(s) including the patrons of the event or function taking place therein.

It is expressly agreed that the City shall determine whether any such damage has been done, the amount thereof and the responsibility of the Lessee(s).

13. Lessee(s) shall not admit to the premises larger number of persons than the seating capacity thereof or a larger number than can safely move about in said areas.
14. **Lessee(s) or their designee must be present at all times for the duration of their event.**
15. Lessee(s) shall comply with all laws of the United States of America and the State of Texas, all ordinances of the City of Big Sandy and all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Big Sandy.
16. At all times the laws of the State of Texas will govern this contract and the courts of Upshur County, Texas will have sole jurisdiction in all matters relating to this contract.



## Civic Center Clean-Up Checklist

<u>Item</u>	<u>Satisfactory</u>	<u>Not Satisfactory</u>	<u>Comments</u>
• Bathrooms			
• Floors			
• Walls			
• Trash			
• Windows			
• Refrigerators			
• Sinks			
• Stoves			
• Countertops			
• Keys/Locks			

## Civic Center Equipment Checklist

<u>Item</u>	<u>Quantity Before Event</u>	<u>Quantity After Event</u>	<u>In Acceptable Condition</u>
• Chairs, black plastic	200		
• Chairs, blue	68		
• Chairs, orange	78		
• Podium	1		
• Tables, 3' plastic round	2		
• Tables, 6' plastic, black	8		
• Tables, 6' plastic, black (storage)	29		
• Tables, 8' plastic, black	6		
• Tables, 6' plastic, white round	25		
• Folding Stage Sections (10'x16' each)	3		
• Stage stairs	2		
• Adjustable Backdrop Stand (10'x20')	1		
• Trash Cans	4		
• TRAINING ROOM 8' white	3		
• TRAINING ROOM 6' white	2		
• TRAINING ROOM maroon chairs	12		



# Big Sandy Civic Center

612 N Tyler Street ★ Big Sandy TX 75755

## LEASE AGREEMENT ★ RULES ★ REGULATIONS

### Civic Center Renter Requirements

1. A lease agreement must be signed by the renter(s) prior to the event which acknowledges receipt of the Big Sandy Civic Center Rules & Regulations. The Lessee(s) signing the agreement must provide valid state-issued photo identification (which will be copied) and will be responsible for any damages to the Civic Center, equipment, or surrounding grounds.
2. You must be 21 years of age or older to rent the Big Sandy Civic Center.
3. The keys or door codes to the Civic Center will not be issued without a signed lease agreement, proof of a valid state issued driver's license or identification card, and payment of the security deposit and the rental fee.
4. If rental is on a Saturday, Sunday, or holiday, you must pick up the key or obtain your door code from City Hall no later than Friday at 4 p.m. If a City representative is called to unlock the Civic Center when City Hall is closed or outside your rental time, a portion of your security deposit may be retained.

### Civic Center Application for Reservation

<b>Applicant Name(s):</b>	<b>Last:</b>	<b>First:</b>
<b>Phone #:</b>	<b>Home:</b>	<b>Cell:</b>
<b>Address:</b>		
<b>Email Address:</b>		<b>DL#</b>

*(A valid state-issued driver's license or photo identification card is required. Renter must be at least 21 years of age.)*

<b>Date of Event:</b>	<b>Day of Week:</b>
<b>Time bldg. will be opened:</b>	<b>Time bldg. will be closed:</b>
<b>Description of Event:</b>	<b># of Guests Expected:</b>
<b># &amp; size of Tables _____ #Chairs _____</b>	<b>Auditorium sound system be used? YES or NO</b>

*(Earliest opening time is 7 AM every day. Latest end time is 12 AM every day.)*

Application is:

Approved

Denied

\_\_\_\_\_  
City of Big Sandy

\_\_\_\_\_  
Date



## Big Sandy Civic Center

### ★ RENTAL RATES ★

These rental rates, attached to the lease and presented to the Lessee(s),  
are a legal and binding part of the lease.

Location	Deposit	Rental Fee	Quantity	Total
Auditorium & Training Room	\$250	\$250/day		
Auditorium, Training & Side Rooms	\$250	\$300/day		
Civic Center (Entire Facility)	\$350	\$500/day		
Gym (includes use of the gym kitchen)	\$200	\$250/day		
Training Room (includes use of kitchen)	\$100	\$125/day		
Parking Lot without Restroom Access	\$100	\$100/day		
Parking Lot with Restroom Access	\$100	\$200/day		
<b>Additional Fees</b>				
Decorating Rate (5 PM - 12 PM)		\$100/day		
After Hours Cleaning (After 12 am-1st hr)		\$50/hour		
After Hours Cleaning (After 12 am-2nd hr)		\$25/hour		
Additional hours over 10-hr rental		\$25/hour		
Sound System Fee (see additional details)		\$50		
3 Folding Stage Sections (10'x16' each)		\$25 each		
Adjustable Backdrop Stand (10'x20' size)		\$50		
<b>TOTAL AMOUNT DUE</b>				

## LEASE AGREEMENT ★ RULES ★ REGULATIONS

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Big Sandy, hereinafter called Lessor, and \_\_\_\_\_, hereinafter called Lessee(s).

That, upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed, Lessor does hereby, grant unto Lessee(s) the right to use and occupy the following described space and premises located in the Big Sandy Civic Center, to wit:

\_\_\_\_\_, to be used for the purpose of \_\_\_\_\_

and no other purpose without the written consent of Lessor for a term to commence at 7:00 A.M. the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, herein after called “leasing date”, and terminating at 11:59 P.M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By signing below, I acknowledge that I have read and understand this document and agree to the terms herein, including:

- I understand my application to rent the Big Sandy Civic Center does not in any way imply that the City of Big Sandy endorses, encourages or approves my purpose for renting the facility.
- I understand and agree that I am fully responsible for any damages incurred to the facility, equipment or grounds around the Big Sandy Civic Center during my event. I understand and agree that the return of the Security Deposit is based on the condition I leave the Big Sandy Civic Center in.
- I agree that I, and any others I permit to be on the premises during my event, will abide by all the rules as listed in the Big Sandy Civic Center Lease Agreement.

**Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

Signature Lessee #1	Signature Lessee #2
Printed Name Lessee #1	Printed Name Lessee #2
Address Lessee #1	Address Lessee #2
Phone Number Lessee #1	Phone Number Lessee #2
Email Lessee #1	Email - Lessee #2

APPROVED by Lessor:

\_\_\_\_\_  
City of Big Sandy

### Civic Center Rental Fees

	DATE PAID:	RECEIPT #:	FEE PAID
Deposit(s):			
Rental Fee:			
<b>TOTAL COLLECTED:</b>			



## Big Sandy Civic Center ★ SOUND SYSTEM ★

1. The Auditorium has a sound system available to rent (but the Gymnasium does not). Any Lessee(s) requesting use of the Auditorium sound system must make arrangements with the City at least two weeks before your event. Use of the sound system will add a system usage fee of \$50 to your rental cost. Additional payment must be made to the sound system operator.
2. The sound system(s) must be operated only by persons authorized by the City. The City will provide Lessee(s) a list of authorized sound system operators. Lessee(s) will contract with and make payment directly to the sound system operator.
3. Lessee(s) will provide batteries for all cordless microphones used during rehearsals and performances.

I DO NOT plan to rent the sound system.       I plan to rent the sound system.

By signing below, I acknowledge that I have read and understand the conditions as stated above in this document and agree to the terms herein:

\_\_\_\_\_  
**Signature Lessee #1**

\_\_\_\_\_  
**Printed Name Lessee #1**

\_\_\_\_\_  
**Phone Number Lessee #1**

\_\_\_\_\_  
**Signature Lessee #2**

\_\_\_\_\_  
**Printed Name Lessee #2**

\_\_\_\_\_  
**Phone Number Lessee #2**

## Civic Center INSPECTION – CLEAN UP

<u>Item</u>	<u>Satisfactory</u>	<u>Not Satisfactory</u>	<u>Comments</u>
• Bathrooms			
• Floors			
• Walls			
• Trash			
• Windows			
• Refrigerators			
• Sinks			
• Stoves			
• Countertops			
• Keys/Locks			

## Civic Center INSPECTION – EQUIPMENT INVENTORY/CONDITION

<u>Item</u>	<u>Quantity Before Event</u>	<u>Quantity After Event</u>	<u>In Acceptable Condition</u>
• Chairs, black plastic	200		
• Chairs, blue	68		
• Chairs, orange	78		
• Podium	1		
• Tables, 3' plastic round	2		
• Tables, 6' plastic, black	8		
• Tables, 6' plastic, black (storage)	29		
• Tables, 8' plastic, black	6		
• Tables, 6' plastic, white round	25		
• Folding Stage Sections (10'x16' each)	3		
• Stage Stairs	2		
• Adjustable Backdrop Stand (10'x20')	1		
• Trash Cans	4		
• TRAINING ROOM 8' Tables, white	3		
• TRAINING ROOM 6' Tables, white	2		
• TRAINING ROOM Chairs, maroon	12		

### CITY STAFF INSPECTION:

\_\_\_\_\_ After-hours assistance with entry into the building/accessing equipment/other? (may reduce deposit refund)

\_\_\_\_\_ Eligible for Full Refund      \_\_\_\_\_ NOT Eligible for Full Refund: retain \$\_\_\_\_\_ of Deposit

Inspected by: \_\_\_\_\_ Date of inspection: \_\_\_\_\_