



Civic Center

PO Box 986 ~ Big Sandy, Texas 75755

903.636.4343 ~ 903.636.4413 fax

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 | | |
| Additional Fees | | | | |
| 3 Folding Stage Sections (10'x16' each) | | \$25 each | | |
| Adjustable Backdrop Stand (10'x20' size) | | \$50 | | |
| After Hours Cleaning (After 12 am-1st hr) | | \$50/hour | | |
| After Hours Cleaning (After 12 am-2nd hr) | | \$25/hour | | |
| Decorating Rate (5 PM - 12 PM) | | \$100/day | | |
| Sound System Fee (see additional details) | | \$50 | | |
| TOTAL AMOUNT DUE | | | | |

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 Fees as attached to this Lease Agreement.
- Lessee(s) agree that the rental fee is 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: See the attached alcohol policy of the City of Big Sandy for the Civic Center.

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

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.

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.

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.

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.

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 is 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 | 94 | | |
| • Chairs, blue | 68 | | |
| • Chairs, maroon | 12 | | |
| • 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 | | |
| • 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

| | | |
|---------------------------|--------------|---------------|
| Applicant Name(s): | Last: | First: |
| Phone #: | Home: | Cell: |
| Address: | | |
| Email Address: | | DL# |

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

| | |
|--|---|
| Date of Event: | Day of Week: |
| Time bldg. will be opened: | Time bldg. will be closed: |
| Description of Event: | # of Guests Expected: |
| Will alcohol be served at this Event? YES or NO | Will sound system be used at this Event? YES or NO |

(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 | | |
| Additional Fees | | | | |
| 3 Folding Stage Sections (10'x16' each) | | \$25 each | | |
| Adjustable Backdrop Stand (10'x20' size) | | \$50 | | |
| After Hours Cleaning (After 12 am-1st hr) | | \$50/hour | | |
| After Hours Cleaning (After 12 am-2nd hr) | | \$25/hour | | |
| Decorating Rate (5 PM - 12 PM) | | \$100/day | | |
| Sound System Fee (see additional details) | | \$50 | | |
| TOTAL AMOUNT DUE | | | | |

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: | | | |
| TOTAL COLLECTED: | | | |



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



Big Sandy Civic Center

★ ALCOHOL POLICY ★

The City of Big Sandy shall allow the serving and consumption of alcoholic beverages at the Civic Center only under the following terms and conditions.

In addition to the rules and regulations promulgated by the City of Big Sandy, all Lessee(s) must abide by all regulations as set out by the Texas Alcoholic Beverage Commission, which can be reached at 2800 Gilmer Road, Suite 4, Longview, TX 75604; <http://www.tabc.state.tx.us>; 903-759-7828.

1. During any public or private event, alcoholic beverages may be made available by the sponsor of the event to the attendees of the event, upon prior approval by the Big Sandy Chief of Police. There shall be complimentary alcoholic beverages only, to be made available **only by the sponsor** of the event, with **no sale** of alcoholic beverages to be permitted at the event, and **no "BYOB"** to be permitted at the event.
2. During any public or private event, in which alcohol has been made available by the sponsor of the event, alcoholic beverage consumption shall be permitted **within the building** of the Civic Center **only**. There will be no alcohol consumption by any person upon the Civic Center property other than within the Civic Center building.
3. During any public or private event, in which alcohol has been made available by the sponsor of the event, said sponsor **shall not be permitted** to serve alcoholic beverages to persons **under the age of twenty-one (21)**.
4. During any public or private event, in which alcoholic beverages have been made available by the sponsor of the event, the sponsor shall be required to retain, and have present at all times during the event, a certified peace officer. There shall be a requirement that there shall be one certified peace officer present during the event for each one hundred fifty (150) people in attendance at the event. Any officer working such an event must be approved by the Chief of Police of the City of Big Sandy. The rate for this service is \$35.00 per hour for each officer, with a \$100.00 minimum for each officer, to be paid directly to the officer (s).

☐ I DO NOT plan to serve alcohol at this event. ☐ I plan to serve alcohol at this event.

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 | 94 | | |
| • Chairs, blue | 68 | | |
| • Chairs, maroon | 12 | | |
| • 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 | | |
| • 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 RESULTS:

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

_____ Eligible for Full Refund

_____ Retain \$_____ of Deposit