

## Steven & Judy Deffibaugh Community Center

# Facility Rental Policies and Procedures

The responsible parties (designated renter(s)) on the application, are responsible for monitoring the conduct of all guests in attendance and for enforcing the rental policies. The responsible parties must be present at all times during the scheduled rental. The responsible parties should advise any and all co-hosts of the rules and policies in this document.

1. Reservations may be scheduled up to 120 days in advance; and at least two weeks prior to the requested date. There is a limit of 2 weekend dates (Fri-Sun) within a 120-day period when scheduling in advance. An additional 2 weekday dates (Mon-Thurs) per month will be permitted.
2. Reservations are available to residents and non-residents of Princeton. The reservation fee is \$50 and goes toward your actual rental fee once the rental agreement has been signed. The reservation fee is refundable if cancellation notice is received within 7 days prior to the rental date.
3. Scheduled time for reservations must include your set-up and clean-up.
4. The designated renter is responsible for removing all equipment, supplies, and trash at the end of their reservation time frame.
5. Please leave the area clean and comply with the cleaning expectations and policies.
6. The Steven & Judy Deffibaugh Community Center will not store nor be held responsible for any property left after the conclusion of the reservation.
7. Payment must be provided in FULL with a signed contract.
8. A \$100 refundable rental/clean-up/damage deposit will be processed at the time of reservation. The designated renter will also be responsible for any costs incurred exceeding the deposit.
9. A full refund of the clean-up/damage deposit will be issued within 10 business days, contingent upon the reserved area having been maintained and found to be left in the condition it was in at the start time of the rental, any tables, chairs, or appliances that are the property of the Steven & Judy Deffibaugh Community Center that were utilized are found in the condition in which they were given, all policies were followed, and no cost was incurred on behalf of the Community Center or the City of Princeton. If the deposit was paid via check, the deposit will be returned within 30 days.
10. The Steven & Judy Deffibaugh Community Center has the right to deny, cancel, move or reschedule a reservation at any time. This shall include the right to terminate a reservation during the activity if conditions warrant.
11. The activity must be under the direct supervision of the responsible parties (designated renter(s)).
12. A minimum of four (4) adults for youth (under 18 years of age) functions of 15 or more youths must be provided. The adults MUST be present at the start of the reservation and remain present during the entire function. If a parent is reserving for a youth function, the parent signing for the function must be present during the entire reservation.
13. The Steven & Judy Deffibaugh Community Center does not provide utensils, serving dishes, tablecloths, and any other equipment, unless directly specified.
14. Admission charges or the solicitation of funds at an event held at the Community Center requires written approval and a Special Event Permit.

15. Anyone reserving the Steven & Judy Deffibaugh Community Center must comply with all applicable facility rules and regulations, as well as all City, State, and Federal laws, ordinances and policies.
16. The responsible parties shall be held liable for all damages to the facility and/or any equipment which occur as a result of the reservation, and will be held accountable for the actions of their guests during the reservation.
17. Nails, thumbtacks, etc. are not allowed to attach or adhere decorations to any structures or furnishing inside or outside of the building, this includes pillars, walls, and windows.
18. Glitter, confetti, glue, silly string and paint of any kind are NOT permitted.
19. The number of guests in the reserved areas shall not exceed the maximum number allowed according to the fire code regulations.
20. Tobacco is not permitted anywhere on the premises.
21. Serving of alcoholic beverages requires written permission and a Special Event Permit. If alcohol is being served, the refundable deposit will be \$250, in addition to any other required fees.
22. Rental area will be available at the designated start time and not before. Failure to comply with rental start and end time will result in partial or full loss of security deposit.
23. Responsible parties and their guests are confined to the rented area as described by the Rental Agreement with the exception of the restroom or kitchen area if it was included in the rental.

### **Cancellations**

1. Refunds of the reservation fee **will not be issued** if the rental is cancelled within **less** than seven (7) business days of the date on the rental agreement. The deposit will be returned.
2. Refunds of the reservation fees and the deposit **will be issued** if the rental is cancelled within seven (7) business days of the date on the rental agreement.
3. Changes to the rental agreement must be made in person or by phone (**with a live person**) at least seven (7) business days prior to the date stated on the rental agreement.

I have read and understand the policies and procedures of this Rental Agreement here forth set by the Steven & Judy Deffibaugh Community Center and the City of Princeton. By signing the agreement below, I accept responsibility on behalf of myself and the members of my event to abide by the policies and procedures set forth for use of the Community Center.

### **GENERAL LIABILITY RELEASE AND INDEMNITY**

(Please read carefully)

**Applicant agrees that if a permit is issued pursuant to this Application (a "Permit"), Applicant will defend, indemnify, release, and hold harmless the City of Princeton, Texas (inclusive of all of its employees, officials, officers, and agents, herein "City"), and its affiliated development corporations and their agents (including without limitation Princeton Community Development Corporation and Princeton Economic Development Corporation), if any (collectively, the "Indemnitees"), from and against any and all claims for personal injuries, death, damages, costs, and/or other expenses, including reasonable attorney's fees, arising from or in any way**

**connected with the Permit, use of the Steven & Judy Deffibaugh Community Center, City parks or real property, City-managed public rights-of-way, or any part or facility thereof, by the Applicant or any of Applicant's agents, members, partners, associates, contractors, servants, licensees, guests, invitees, and employees (the "Applicant Party(ies)") in association with this Application, and Applicant does hereby release, discharge and acquit the Indemnitees and all their respective officers, officials, directors, employees, customers and invitees from any and all claims, demands, and actions for any loss, cost, expense, damage, death or injury either to the person or property of any Applicant Party sustained by reason of any condition of said park grounds or public rights-of-way, or due to any act or omission of any Indemnitees or the act or omission of any other person or entity whatsoever, all of which claims are hereby waived by Applicant for itself and each Applicant Party**

#### **ADDITIONAL TERMS OF PERMIT**

- Applicant, on behalf of themselves, their principal organization, and all guests/invitees, agrees to abide by the terms of this Permit in exchange for the opportunity to make use of the Community Center facilities at the times specified by the City in the approved Permit.
- The Community Center shall be surrendered in the same condition as they were in upon commencement of its use. All expenses incurred to maintain order and to keep the Community Center areas free from rubbish arising from Applicant's use will be borne by the Applicant.
- It is specifically understood and agreed that none of the City, its development corporations, or any other Indemnitees shall be personally liable hereunder. In no event shall the City be liable to Applicant for any consequential, special or punitive damages or lost profits.
- The right to occupy the Community Center is granted to Applicant is a temporary license only and nothing contained herein is intended to create the relationship of landlord and tenant between the parties. No rights, easements or licenses are acquired by Applicant by implication or otherwise except for the license expressly granted hereby.

#### **WAIVER OF CONSUMER RIGHTS.**

**APPLICANT HEREBY WAIVES ALL ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SECTION 17.41 ET. SEQ. OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF LICENSEE'S OWN SELECTION, APPLICANT VOLUNTARILY CONSENTS TO THIS WAIVER.**

Applicant accepts the Steven & Judy Deffibaugh Community Center facilities "AS IS," and agrees that no representations respecting the condition of same and no promises to decorate, alter, repair or improve the same either before or after the execution hereof, have been made by the City or its respective agents to Applicant. **NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE REGARDING THE CONDITION OR SUITABILITY OF THE COMMUNITY CENTER FOR ANY PARTICULAR ACTIVITY, AND APPLICANT HAS NOT RELIED UPON ANY SUCH WARRANTIES. FURTHER, TO THE EXTENT PERMITTED BY LAW, USER WAIVES ALL WARRANTIES THAT MAY ARISE BY OPERATION OF LAW, INCLUDING**

**ANY IMPLIED WARRANTIES OF SUITABILITY, HABITABILITY AND ANY OTHER IMPLIED WARRANTIES THAT CITY WILL MAINTAIN OR REPAIR THE SPECIAL EVENT AREAS OR THEIR APPURTENANCES EXCEPT AS MAY BE CLEARLY AND EXPRESSLY PROVIDED IN THIS AGREEMENT, AND APPLICANT HAS NOT RELIED UPON ANY SUCH WARRANTIES.**

Applicant has been provided with a copy of the Steven & Judy Deffibaugh Community Center Facility Rental Policies and Procedures, which are incorporated into this agreement and permit by reference as if set forth in full and agrees to be bound by all terms contained therein.

***Princeton Municipal Code***

**Sec. 50-6. - Facility and program operation.**

(a) *Prohibited activities.*

(1) *Generally.*

a. It shall be unlawful for any person, persons, firm or corporation to do any of the acts specified in this section, except as otherwise provided, in all areas and facilities owned, leased, loaned to, or otherwise controlled by the city. The city manager shall issue written authorization for suspensions of some or all of the prohibitions of this [section 50-6](#) in conjunction with a city-sponsored event.

b. It shall be unlawful for any person, persons, firm or corporation:

1. To enter, remain or loiter in any area or facility between the hours of 11:00 p.m. and 7:00 a.m. of the following day unless different hours of operation for an area or facility are specifically designated, and posted in the area or facility, by ordinance or by action of the city; or to enter, remain in or loiter in or near any area or facility beyond the designated hours which said area or facility is open to the public provided that such hours of operation must be conspicuously posted in the area or facility.
2. To leave garbage, cans, bottles, papers, grass clippings, or other refuse or trash in places other than receptacles provided for such use or areas designated for the deposit of such items.
3. To participate in any activity which will create a danger to the public or which may be considered a public nuisance; or to engage in physical violence.
4. To possess, sell, give away, transport or consume alcoholic beverages of any kind, or illegal narcotics, controlled substances or drugs. This restriction may be suspended for alcoholic beverages in conjunction with a city-sponsored event under event-specific regulations established in the discretion of the city manager.
5. To utter or speak any threatening, abusive, insulting or indecent language.
6. To commit any indecent, obscene or lewd action.

7. To expose one's genitals, anus, buttocks, or female nipples, and is reckless about whether another may be present who will be offended or alarmed by such acts.

8. To disturb in any manner any legitimate facility uses including, but not limited to, picnics, meetings, classes, games, practices, meets, tournaments, exhibitions, camps, special events or other such uses.

9. To carry, possess, ignite or discharge any firearm, firework, firecracker, torpedo, bottle rocket, incendiary device, air gun, pellet gun, bow, arrows, slingshot or any other devices which would or could project any object which would or could create a fire hazard or any hazard or danger to the public or any person, except with written approval of the parks and recreation director for participation in an authorized program, or except a duly authorized peace officer in the performance of his duties.

10. To charge fees or solicit donations or contributions for any activity, except in accordance with a fee schedule promulgated by the city, or except for an activity, or in accordance with a fee schedule or special event permit, approved, in advance, by the city manager's designee.

11. To sell or offer for sale any food, drinks, confections, merchandise, or services, except as provided by an approved special event permit from the city.

12. To conduct any commercial or business activities of any kind, except as provided by an approved special event permit from the city.

13. To distribute, post, place or erect any advertising, handbill, circular, bill, notice, billboard, paper, or other advertising device on public property, except with written approval and authorization from the city.

*(2) Indoor facilities.*

a. *Generally.* It shall be unlawful for any person, persons, firm or corporation to do any of the acts specified in this section, except as otherwise provided, in all indoor facilities owned, leased, loaned to, or otherwise controlled by the parks and recreation department.

b. *Specifically.* It shall be unlawful for any person, persons, firm or corporation:

1. To damage, cut, break, deface, remove, or disturb any building, equipment, apparatus, or other property owned, leased, loaned to, or otherwise used by the city.

2. To enter any unauthorized portion of any facility, except with permission of the facility supervisor.

3. To fraudulently use any tag or identification card issued by the parks and recreation department.

4. To use tobacco products of any kind, except in areas specifically designated for this purpose.

*(3) Outdoor areas.*

a. *Generally.* It shall be unlawful for any person, persons, firm or corporation to do any of the acts specified in this section, except as otherwise provided, in all outdoor areas and facilities owned, leased, loaned to, or

otherwise controlled by the parks and recreation department. Outdoor areas and facilities include, but are not limited to, parks, athletic fields, tennis courts, golf courses, swimming pools, arenas, playgrounds, pavilions, stadiums, medians, trails, and bike trails.

b. *Specifically.* It shall be unlawful for any person, persons, firm, or corporation:

1. To damage, cut, break, injure, deface, remove, or disturb any buildings, fences, plant materials, structures, apparatus, equipment, or other property owned, leased, loaned to, or otherwise used by the parks and recreation department.
2. To cut or remove any wood, turf, grass, soil, rock, sand, or gravel.
3. To loiter within 100 feet of a public restroom and for any person over the age of six years to use the restrooms and washrooms designated for the opposite sex.
4. To wash dishes or cooking utensils except in sinks provided and designated for such purposes.
5. To make or kindle a fire except in picnic stoves, grills, fire pits, or in any area specifically designated by the parks and recreation director.
6. To swim in, wade in, bathe in, or pollute any fountain, pond, lake, or stream.
7. To permit dogs to be unrestrained. Dogs must be kept on a leash no longer than 48 inches and be restrained by and under the control of a person able to control and restrain the animal.
8. To hunt, trap, kill, remove, or release any animal or fish, except with written approval of the parks and recreation director. Sport fishing shall be excluded; however, persons engaged in fishing activities shall comply with all applicable state and federal fishing regulations.
9. To ride or drive any horse or other animal, except in areas specifically designated for this purpose or with written approval of the parks and recreation director.
10. To permit any animal or fowl, other than a domestic cat, a restrained dog or an animal approved in accordance with subsection 9. above, to be in a park area without written approval of the parks and recreation director who shall have the authority to issue such permits for individual animals or for shows or events involving multiple animals on multiple days.
11. To camp overnight except for youth groups, i.e., cub scouts, boy scouts, church youth groups, with adequate adult supervision and with written approval of the parks and recreation director. Overnight camping may also be authorized by written approval of the parks and recreation director for special events sponsored by the parks and recreation department and in cases of public need and necessity.
12. To operate a boat on any body of water, except with written approval of the parks and recreation director.
13. To hit golf balls, except in areas specifically designated for this purpose.

14. To ascend, descend, operate, or launch any aircraft, including but not limited to balloons, airplanes, Para planes, ultra lights, helicopters, and gliders, except in areas specifically designated for this purpose or with written approval of the parks and recreation board.

15. To launch or operate model rockets, model airplanes, model gliders, model boats, or model vehicles, except in areas specifically designated for this purpose or by special permit issued by the parks and recreation board.

16. To use loudspeakers, amplifiers, or microphones, except with written approval of the parks and recreation board.

17. To fraudulently use a tag or identification card issued by the parks and recreation department.

**ACKNOWLEDGEMENT** (Please read carefully)

The undersigned hereby represents that he/she is the Applicant or an officer or other authorized agent of the Applicant named herein and that he/she is 21 years of age or over. The undersigned further acknowledges he/she has read and is familiar with the **Steven & Judy Deffibaugh Community Center Facility Rental Policies and Procedures** governing use of its facilities and recognizes and agrees by his/her signature hereto that the making of this Application, the issuance of any reservation based on this Application, and the use authorized by reservation are expressly conditional upon Applicant's acceptance and continuing observation of these terms and said rules and regulations. Applicant signs below accepting all of these terms on behalf of Applicant, Applicant's organization, and all participants in Applicant's activities to be conducted at the Steven & Judy Deffibaugh Community Center.