

City of Lavon
Facility Rental Terms and Conditions

(Lessee)

The City of Lavon hereby grants the above named Individual or Organization and its named Representative permission to use the facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached, hereto all of which form part of this Agreement.

Lessee is hereby authorized to complete and sign this Rental Agreement on behalf of the above Individual/Organization. By signing this Agreement, the Lessee agrees to comply with and enforce all City of Lavon Facility Rules, Guidelines, Regulations and Policies, and pay all approved fees. Any violation shall be grounds for prohibiting future use of the City of Lavon Facilities.

LESSEE AGREES TO RELEASE AND HOLD HARMLESS THE CITY OF LAVON, TEXAS ITS OFFICERS, EMPLOYEES, AGENTS, AND ELECTED OFFICIALS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, LIABILITIES OR DAMAGES OF ANY CHARACTER. LESSEE AGREES THAT ALL STATED OFFICIALS AND AGENTS WILL NOT BE RESPONSIBLE TO, FROM OR AGAINST COST AND EXPENSES INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS (INCLUDING DEATH) TO ANY PERSON OR MINOR CHILDREN OR TO ANY PROPERTY DAMAGE, OCCURRING IN CONNECTION WITH, RESULTING FROM OR CAUSED BY THE RENTAL OR USE OF THE CITY OF LAVON FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE COMMUNITY CENTER, GYM, PARKS, AND PAVILION.

The undersigned has read and on behalf of the Individual/Organization agrees to be bound by this Agreement and Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Agreement on behalf of the Individual/Organization and has sufficient power, authority and capacity to bind the Lessee with his/her signature. Failure to comply with said conditions may result in cancellation of reservation and associated fees.

With at least fourteen (14) days' notice and availability, reservation requests accepted on a first come/first serve basis up to ninety (90) days in advance for reservations. A minimum rental charge of one (1) hour applies to all reservations.

Rental deposit, rental fees and signed Rental Agreement must be received at the time of booking any reservation.

Rental fees will be assessed by the City Council. The following definitions apply:

- Resident - any person or persons who reside in the City of Lavon city limits and can provide proof of residency by showing a current City utility bill. A valid picture ID with a matching Lavon address is required.

- Non-Resident – any person or person who resides outside of the City of Lavon city limits and/or does not pay for City utilities.
- Commercial Use – Includes any person, group or organization for profit, which makes or attempts to make a profit, vend a service or product, receive money, or obtain goods or services as compensation from participants in activities occurring on public property owned and operated the City of Lavon.
- Special Event – Any community event requiring a permit, road closure, sales of goods or services or charging of admission. This will be classified as exclusive facility rental and a community/special events packet must be completed.

[Lessee initials _____ | Staff initials _____]

Cancellation of the Rental Agreement must be received via writing or e-mail. A fee of \$15.00 will be assessed for cancellations received less than forty-eight (48) hours prior to scheduled use. Failure to show up for a reservation at scheduled start time will result in forfeiture of rental and all rental fees and deposits.

[Lessee initials _____ | Staff initials _____]

The City of Lavon will issue a refund for the amount of the deposit, or a portion thereof, is no damage or breakage occurs and the facility’s contents are left clean and in the same condition they were found prior to the commencement of the activity being reserved. If damages are assessed as solely determined by the City of Lavon, the amount will be deducted, and check will be sent for the remaining deposit balance, if any. A refund will be issued to the original payer only, and processing may take 3 – 4 weeks after the conclusion of the issued Permit.

[Lessee initials _____ | Staff initials _____]

The responsible reserving party shall be solely responsible for any and all damages or costs associated with repair, replacement and/or clean-up of the facility. The City of Lavon shall assess damages done and shall make the final decisions as to suitable repair and/or replacement. Any cost associated with damages and/or lack of cleaning of the facility that is over the deposit amount will be assessed to and paid by the responsible /reserving party within fourteen (14) days of completion of the event being reserved.

[Lessee initials _____ | Staff initials _____]

If cancellation is initiated by the City of Lavon due to the facility closing, the Lessee may reschedule or receive a full refund, which shall be the only remedy to the Lessee.

[Lessee initials _____ | Staff initials _____]

Lessee must be present during the entire reservation.

[Lessee initials _____ | Staff initials _____]

The number of guests present must adhere to the stated capacity of the facility.

[Lessee initials _____ | Staff initials _____]

Admittance prior to the time specified on the Rental Agreement and Permit is prohibited. Requests for extension of rental time must be paid in full at least 48 hours prior to the reservation.

[Lessee initials _____ | Staff initials _____]

Set-up and clean-up must be completed within the rental time frame. Upon completion of the reservation, all areas must be left as found.

[Lessee initials _____ | Staff initials _____]

A limited number of tables, chairs, and equipment are available for use. Lessee is responsible for setting up, taking down, cleaning and returning all tables, chairs and equipment to designated areas.

[Lessee initials _____ | Staff initials _____]

Possession and consumption of alcoholic beverages is prohibited. Gambling is prohibited. Smoking is prohibited inside City facilities.

[Lessee initials _____ | Staff initials _____]

One (1) adult chaperon, age twenty-one (21) or over shall be required per ten (10) youth/children under the age of eighteen (18). Smaller groups of children may only require chaperons 18 years of age.

[Lessee initials _____ | Staff initials _____]

The City of Lavon reserves the right to immediately cancel this reservation if any of the above guideline, rules and regulations are not being properly followed.

Lessee

Date