



CITY OF FULSHEAR

PO Box 279 / 29255 FM 1093 #12C
 Fulshear, Texas 77441
 Phone: 281.346.8860 ~ Fax: 281.346.8237
 www.fulsheartexas.gov

Irene Stern Community Center

Reservation and Use Policy

1. **Use:** The Irene Stern Community Center, located at 6920 Katy-Fulshear Road, Fulshear, Texas 77441, may be reserved for public, or non-commercial use when City of Fulshear programming is not scheduled. The terms for the reservation and use of the facility are listed below.
2. **Occupancy:** Building is not to be occupied by more than 225 persons.
3. **Duration:** Rental of the facility can begin as early as 8:00 a.m. on the day of the rental and must be over and cleaned by 12:00 midnight.
4. **Liability:** An individual, twenty-one (21) years of age or older (the "Applicant"), shall be required to sign the attached agreement guaranteeing against damage to the facility. Rentals must be made at least 21 days prior to the desired date. The applicant must be present at the facility and available to city personnel during the entire course of the event. If the applicant is not at the event, then the event will be cancelled, and all attendees will be required to leave.
5. **Fees:** All deposits and fees are required at the time of reservation. Rental will be forfeited when insufficient funds are reported against the rental fee check. All fees are to be paid to the City of Fulshear.

501(c)(3) OF THE IRC DOCUMENTATION IS REQUIRED FOR NON-PROFIT PRICING
RESIDENT MUST LIVE WITHIN FULSHEAR CITY LIMITS AND MUST SUBMIT PROOF OF
RESIDENCY TO QUALIFY FOR RESIDENT PRICING

<u>FEES</u>	<u>REGULAR</u>	<u>NON-PROFIT/RESIDENT</u>
Full Day Rental (16 Hours)	\$650.00	\$375.00
Half Day Rental (8 Hours)	\$400.00	\$250.00
Damage Deposit (Refundable)	\$150.00	\$150.00
<u>OPTIONAL FEES</u>		
Setup/ Tear Down	\$150.00	\$75.00
Prior Day Set Up (Min. 2 hours)	\$85.00/Hr	\$47.50/Hr

6. **Rental:** Rental includes thirty (30) six-foot rectangular tables; ten (10) eight-foot rectangular tables; two hundred (200) stacking chairs; and (12) six-foot round tables. Rental also includes a deep cleaning by the City cleaning service and a City staff member who will be onsite at the beginning and end of the event. The use of the kitchen, common, and the parking areas are included in the rental. The kitchen contains a stove, oven, dishwasher, microwave oven and refrigerator. The kitchen appliances are not

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commercial grade equipment. The kitchen is not stocked with food preparation supplies or utensils, but you may, however, prepare food on site.

7. **Lock Box:** Applicant will be given a code for the lock box containing the key located by the front door of the facility. The key must be returned to the lock box concluding the rental. The code will only be valid during the rental period. If the key is not returned to the lock box within the rental period, then the applicant must return the key to the Development Services Department located at 29255 FM 1093 #12C Fulshear, Texas 77474 on the following business day. A \$50 lost/late key fee will be assessed if the key is not returned timely.
8. **Deposits:** The City of Fulshear reserves the right to deem deposits non-refundable for those not abiding by the reservation and facilities policies. Upon inspection by the City staff member, if any damages have been incurred or if the general housekeeping rules have not been followed, charges for cleaning services or reparation will be deducted from Applicant's deposit. Any remaining balance will be billed to the Applicant. Deposit refunds will be returned within thirty (30) days after the event.
9. **Cancellation:** If a cancellation is made within 14 days of the beginning of the rental period, the City will retain all the rental fees. Cancellations made more than 14 days prior to the beginning of the rental period will incur a \$50 processing fee to cover administrative costs. All cancellations must be requested in writing and presented in person. Any changes must be requested 14 days prior to rental date in writing.
10. **Supervision:**
 - a. A City staff member will be present at the beginning and the end of the event to ensure compliance with the policy agreement.
 - b. Two (2) adults over the age of 18 per fifteen (15) children under the age of 18 is required to attend and chaperone the event. Supervision of the children is the responsibility of the applicant/organizer renting the facility.
 - c. Applicant shall assume all responsibility to supervise and control the behavior of all participants and spectators at the indicated activity and will be in attendance for the complete duration of the rental(s).
11. **Prohibitions:**
 - a. **ALCOHOL IS PROHIBITED.** If alcohol is served, consumed, or sold, the function will be terminated immediately by the Fulshear Police Department and the Applicant will be held responsible for any applicable fees, and ineligible to rent City facilities in the future. All deposits will be retained if alcohol is found to have been present at any functions.
 - b. Firearms are prohibited in the facility and on the premises, with the exception of handguns carried by a license holder under the authority of Subchapter H, Section 411.209, of the Texas Government Code.
 - c. Skates, roller blades, skateboards, and scooters are prohibited in the facility or on the premises.
 - d. With exception of service animals, no animals are allowed in the facility or on the premises.
 - e. The use of staples, nails, tape, and tacks are prohibited in the facility.
 - f. No fighting, or gambling is allowed in the facility or on the premises.
 - g. No glass containers are allowed in the facility or on the premises.

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- h. No inflatables (i.e. moonwalks) are allowed in the facility or on the premises.
 - i. No fireworks or sparklers are allowed in the facility or on the premises.
 - j. At no time shall a reserving party sublease or assign its reservation to another group or organization. Nor shall the use of the building be for any purpose other than what was stated on the application.
12. **Alcoholic Beverages:**
- a. **ALCOHOL IS PROHIBITED.VIOLATORS WILL BE REQUIRED TO LEAVE THE PREMISES AND HAVE THEIR DEPOSITS DEEMED NON-REFUNDABLE.**
 - b. Persons visibly under the influence of drugs or intoxicated will be asked to leave the premises and surrounding areas, and deposits will be deemed non-refundable.
13. **Fire Safety Precautions:**
- a. Use of open flames is prohibited.
 - b. Electrical extension cords and decorations shall be UL approved.
 - c. Exits shall be kept free of obstructions. Exit doors shall remain unlocked while the facility is being used.
 - d. Smoking is PROHIBITED in the facility and on the premises, EXCEPT in the designated smoking areas (located around the BBQ pits or the park bench at the front of the premise). The grounds will be checked before and after the event by the supervisor; cigarette butts found on the premises after an event will result in deposit forfeiture.
14. **Cleaning/Sanitizing:** The facility will be deep cleaned by the City cleaning service concluding the applicant's rental. The Applicant's cleaning responsibilities include:
- a. Dispose of garbage in community center and parking lot into the dumpster, sweep floors, remove all decorations, clean all tables, kitchen area and dispose of any materials left inside refrigerators, and otherwise return the building and grounds to the condition they were in before the Applicant's rental period. Applicants who do not properly follow their responsibilities of cleanup will be charged from their initial Damage Deposit.
 - b. Put away tables and chairs into the storage location. (Unless Setup/Tear Down has been requested and paid for)
15. **Setup/Tear Down:** The Applicant has the opportunity to setup and tear down the tables and chairs for their event to avoid the applicable setup/tear down fee. Furniture must be returned to the storage location, cleaned and stacked to the satisfaction of the event supervisor. Prior day set up may be requested under the condition that the facility is not already occupied, and the fee is paid.
16. **Override Authority:** The City of Fulshear has the authority to bring in a priority/emergency function, which may necessitate the cancellation of activities previously scheduled. The Applicant will be notified, and the deposit and rental expenses will be refunded. The Applicant will be given the opportunity to reschedule.
17. **Indemnity:** The City of Fulshear assumes no responsibility, financial or otherwise, for any commitments, accidents, or injuries sustained by individuals or groups while using the facility.

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Irene Stern Fulshear Community Center Rental Agreement

It is hereby agreed that the Applicant or Organization Representative:

1. Shall be held responsible for compliance with all Reservaton and Use Policies.
2. Shall complete the Facility Use Form accurately and truthfully.
3. Shall be held responsible for any damage/loss to the facility, premises, and other equipment.
4. Shall assume responsibilty for the supervision and behavior of the event participants.
5. Agrees that the City of Fulshear is not responsible for loss, damage, or injury which it might sustain, or become liable for or, to any person or persons, or property arising from any cause or for any reason whatsoever in or about and during the use of the facility.
6. Shall lock the facility concluding the rental and return the key to the lock box.
7. Agrees that there will be a late/lost key fee of \$50.00 to cover a replacement key.
8. Shall agree the Damage Deposit may be withheld if any of these terms are dishonored.

Applicant/Representative Signature _____

Printed Name _____

Organization (if applicable) _____

City of Fulshear Representative _____

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IRENE STERN COMMUNITY CENTER FACILITY USE APPLICATION

Applicant's Name: _____ Date: _____

Organization (if applicable): _____

Mailing Address: _____

Physical Address: _____

Phone Number: _____ Email Address: _____

Rental Date: _____ Full Day: _____ Half Day: _____ From ___ am/pm to ___ am/pm

Purpose of Rental: _____

Non-Profit(Y/N) _____ Non-Profit Tax ID Number: _____

MUST SUBMIT 501(C)(3) IRC DOCUMENTATION FOR NON-PROFIT PRICING

MUST SUBMIT PROOF OF RESIDENCY FOR RESIDENT PRICING

Full Day Rental Fees (\$650.00 Regular, \$375.00 Non-Profit/Resident)	
Half Day Rental Fees (\$400.00 Regular, \$250.00 Non-Profit/Resident)	
Prior Day Set Up (Min. 2 Hours, \$85.00/Hour Regular, \$47.50/Hour NP/Resident)	
Setup/Tear Down Fee (\$150.00/\$75.00 Non-Profit)	
Damage Deposit (Mandatory & Refundable) (\$150.00)	
TOTAL FEES DUE	

Signature _____

Office Use Only:

Type of Payment: _____	Deposit Requested? (Y/N)
Payment Date: _____	Date Requested: _____