



City of Bellville
30 S. Holland
Bellville, Tx. 77418
979-865-3136

SENS ACTIVITY CENTER APPLICATION

Date: _____

Date of Rental: _____

Name of Renter: _____

(Must be 21 years of age or older)

Name of Organization: _____

Address: _____

Telephone Number: _____

Purpose Sens Activity Center will be used: _____

_____ \$200.00/per day rental fee
(Rental payment is due in full at the time the reservation is made)

_____ \$400.00/cash deposit for key return and cleaning
(Must be made at the time the key is picked up. All items on the Exit Checklist must be completed in order to receive a full refund. Refund will be in the form of a City check prepared on the next scheduled payment day.)

Signature for receipt of "Rules and Regulations" and "Exit Checklist"

Date

**SENS ACTIVITY CENTER RENTAL
RULES AND REGULATIONS**

GENERAL PROVISIONS

The Renter hereby agrees to rent the premises and buildings owned by the City of Bellville, Texas, known as the Sens Activity Center on _____ for a fee of \$ 200.00

The Renter must cancel at least two weeks prior to rental date in order to receive a refund of rental fee.

The Renter agrees that he will forfeit the deposit if, in the opinion of the City Administrator, the Renter has failed to fulfill any of the obligations imposed under this contract. In addition to the deposit, the Renter shall be responsible for any damage caused by the negligence or deliberate act of himself, his guests, or invitees. Renter shall maintain the building in good condition, reasonable wear and tear accepted.

In the event of damage, the City shall promptly make such repairs as necessary to restore the property to its original condition, reasonable wear and tear excepted, at the Renter's expense. The City makes no representation, express or implied that the premises is fit or suitable for any activity.

Conduct and the consumption of alcoholic beverages will be the responsibility of the reserving party and non-compliance with Rules and Regulations or conduct problems will result in immediate revocation of use privileges and/or appropriate court action.

The Sens Activity Center is a facility owned by the City of Bellville and designed for use for small gatherings. The building capacity is 134 persons.

The premises shall be used only by the Renter and this agreement may not be assigned, transferred, or taken out for the benefit of a third party. The premises may not be used for any lewd, vulgar, or illegal purpose and no sexually oriented business may be conducted on the premises at any time. No illegal drugs shall be permitted on the premises. Renters shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for an unlawful purpose. The premises shall be maintained in a neat and orderly manner at all times. **Any violation of this provision that is observed by personnel of the City of Bellville shall be grounds for immediate termination of this agreement and the Renter will be ordered to vacate the premises.** The City reserves the right to reasonably inspect the premises at anytime.

The Renter does hereby release, indemnify, save and hold harmless and defend the City of Bellville, Texas, and its elected and/or appointed officials, agents, and employees from all

suites, actions, losses, claims, damages or expenses, including attorney fees, and exemplary damages, of any character, type or description, brought or made for or on account of any damage or injury received or sustained by myself or any person or persons or property arising out of, or occasioned by my renting City property.

Such claims, damages, losses, and/or expenses made the subject of this Agreement are to include, without limitation, claims for bodily injury, sickness, disease, bodily injury to or destruction of tangible property, real or personal, including the loss of use resulting there from.

This Agreement shall remain in force until such time as either party shall give written notice of cancellation thereof. It is expressly understood that this is a full release of any and all claims and any liability that may arise under said rental.

MISCELLANEOUS PROVISIONS

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Austin County, Texas.

This Agreement shall be binding to the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise expressly provided herein.

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. If, for any reason, the trustee shall be required to join in this lease to effect a binding agreement, the Lessor agrees to permit and/or require the trustee to execute the lease and to appoint a substitute trustee if for any reason the current trustee is unable or refuses to join the lease.

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between parties.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of the agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party, which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

The parties hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto, his heirs, executors, administrators, legal representatives, successors or assigns by reason of a failure to perform any of the obligations under this

agreement. Therefore, if a party hereto, his heirs, executors, administrators, legal representatives, successors, or assigns shall institute any action or proceedings is brought hereby agrees that specific performance may be sought and obtained for any breach of this agreement.

The Agreement and all other copies of this agreement, insofar as they relate to the rights, duties, and remedies of the parties, shall be deemed to be one agreement. This agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

REMINDER

1. A \$400.00 **cash** deposit must be made at the time you pick up the key.
 2. You must pick up the key before 4:00pm on Friday, _____
 3.
 - A. Your rental begins at 8:00am and ends at 7:59am the following morning.
- OR
- B. Your rental begins at (time)_____ and ends at (time) _____
on (date) _____.

RULES AND REGULATIONS FOR SENS ACTIVITY CENTER

1. The Renter is responsible for any damages caused during their rental times. If the deposit is insufficient for repair, the Renter shall be liable for the difference.
2. The Renter or a designated representative is required to be present at the Sens Activity Center during activities for which the Center was rented.
3. The use of the Sens Activity Center does not constitute endorsement of that group or individual.
4. Any racial, religious, or sexual harassment of participants or activities that negatively affect the health or comfort of others is prohibited.
5. There shall be no removal of City property.
6. Any committing or attempting to commit any activity that would constitute a violation of any federal, state, or local criminal statute or ordinance is prohibited.
7. Tables and chairs may not be removed to the outside of the building.
8. Excessively loud music is not allowed inside the building or outside of the building.
9. Open flames or flammable materials are not permitted except for candles or Sterno containers used to warm food.
10. Smoking and tobacco products are not permitted in accordance with City ordinance.
11. Nails, tacks, staples or any objects that puncture walls, ceilings, windows, ceiling fixtures or blinds are not permitted. Attachments may be made to light colored painted walls with Command Strips or painter's tape which does not disfigure or leave any evidence of an attachment. NO ATTACHMENTS may be made to dark colored paneling walls, doors, door frames, or window ledges. Renters are responsible for any surface impairment.
12. Animals are not permitted except for service animals.
13. Parking is allowed only in designated paved areas.
14. Motorized vehicles of any kind are not allowed on unpaved areas.
15. Youth groups using the Sens Activity Center should always have at least one adult (21 yrs. of age or older) present for each ten children in attendance.
16. Use of chalk is not allowed anywhere on the Sens Activity Center property.
17. Tables must be covered when used for crafts, such as paint, glue, markers, etc.
18. The use of spray starch, similar products, or spray adhesives is not allowed inside the building.

For building concerns or questions, contact the City of Bellville at 979-865-3136.

**VIOLATION OF THIS POLICY MAY RESULT IN PARTICIPANT(S) BEING BARRED PERMANENTLY
FROM THE USE OF THE SENS ACTIVITY CENTER**

I have read and agree to abide by the Rules and Regulations for the Sens Activity Center.

Renter

EXIT CHECKLIST

ALL AREAS

- ___ Floors swept of debris and any spills or stains wiped away
- ___ Personal items removed
- ___ Trash removed to outside bins
- ___ Remove attachments to walls, doors, ceilings, fixtures
- ___ Close all blinds in each room
- ___ Additional trash bags are in the kitchen, brooms and mops are in the storage closet (Room F)

KITCHEN

- ___ All food, liquid items, and ice removed from refrigerator, freezer, cabinets, and counters
- ___ Counters, stove, microwaves, refrigerator, and sink wiped clean inside and out
- ___ New trash bags placed in garbage pails.

FRONT ENTRY (ROOM A)

- ___ All round tables set up and wiped clean of spills/food
- ___ Four (4) chairs set up and placed around each table and wiped clean of spills/food

LOUNGE ROOM (ROOM B)

- ___ Tables wiped clean
- ___ All chairs wiped clean of spills/food

GAME ROOM (ROOM C)

- ___ Two card tables and eight (8) matching chairs set up. Tables and chairs wiped clean of spills/food

ACTIVITY ROOM (ROOM D)

- Counter-top and sink wiped clean
- New trash bags placed in garbage pails
- Four (4) long tables set up and wiped clean of spills/food
- Folding chairs wiped clean of spills/food and returned to storage closet

MEETING ROOM (ROOME)

- Six (6) long tables set up and wiped clean of spills/food
- Folding chairs wiped clean of spills/food and returned to storage closet
- Blinds closed

RESTROOMS

- Counter wiped clean
- New trash bags placed in garbage pails

OUTSIDE

- Fires extinguished in BBQ pit
- Spills cleaned up
- Trash removed (including cigarette butts)

LOCK ALL FACILITY DOORS UPON EXITING BUILDING FOR LAST TIME

Upon inspection of the facility after rental, if any damages have been incurred or if the general housekeeping rules have not been followed, charges for cleaning services or repairs will be deducted from Renter's deposit. Any remaining balance will be billed to Renter.

I have read and agree to abide by the Exit Checklist for the Sens Activity Center.

Renter

REVISED 6/28/24