# JACKSON COUNTY SERVICES BUILDING AUDITORIUM

## **RENTAL GUIDELINES & CONTRACT**

IT IS THE RESPONSIBILITY OF THE <u>RENTER</u> TO PICK UP THE KEYS AT THE EXTENSION OFFICE DURING REGULAR BUSINESS HOURS:

<u>MONDAY - FRIDAY 8:00 A.M - 5:00 P.M.</u>

<u>CLOSED 12PM-1PM FOR LUNCH</u>

The Jackson County Services Building Auditorium is made available for use with the express intent to supply a facility that is accommodating and conveniently located.

Maximum Capacity is 400 people

Any and all Government Elections will take precedence over scheduling of the facility.

### SERVICE BUILDING RENTAL FEES AND SECURITY DEPOSIT

Personal/Profit Making (Mon-Thurs) Personal/Profit Making (Fri-Sun)	<u>Deposit</u> \$250.00 \$500.00	\$250.00 \$500.00
Extra Day (day before/after) Deposit for Equipment (Mic, remote, HDMI)	\$ 75.00	\$175.00
Non-Profit Entities (must provide a 501 (c) (3) Exempt-Federal/State/County Departments Jackson County Departments	\$150.00 \$ 75.00 EXEMPT	\$150.00 \$ 75.00 EXEMPT

The Security Deposit must be paid in full when making the reservation.

The Auditorium Rental balance must be paid in full 10 business days before the event.

To qualify for non-profit, exempt status, a <u>501(c)(3)</u> certification or a <u>Non-Profit Status</u> from the Jackson County Commissioner's Court is required to be on file in the Extension Office.

Annual deposits, for non-profits, will roll-over to the next year unless it is deemed necessary by the Commissioner's Court that the deposit must be retained for violating the contract agreement.

<u>ANY refund of deposits will be conditional upon receipt of key and inspection of facilities</u>. All deposits will be sent to the County Treasurers Office and deposited into the County Funds. Refund reimbursement must be approved by Commissioner's Court.

**CANCELLATIONS:** Must be made 30 days prior to rental date to receive full refund. Cancellations made <u>14 days prior</u> to rental date will receive refund of one-half of rental fee.

NO REFUND WILL BE GIVEN TO CANCELLATIONS MADE LESS THAN 14 DAYS OF RENTAL DATE.

For availability or rental information contact the Texas AgriLife Extension Office, 411 N. Wells, Room, 111 Edna, Texas 77957 Telephone Number: (361) 782-3312

For after hour emergencies you can reach Maintenance Supervisor Bruce Airhart @ 361-782-1830

## **SENTAL GUIDELINES SENTAL GUIDELINES**

Certain guidelines must be followed in order to rent this facility. Your cooperation in abiding by these guidelines will greatly assist in proper administration of these facilities.

- Normal care for furnishings and facilities will be expected. The room must be restored to pre-rental condition. (If the facility is not clean upon arrival be sure and contact the Extension office immediately, 782-3312)
- Responsible adults must be present at all functions that involve underage individuals such as parties, dances, meetings, etc.
- IF ALCOHOL IS <u>present at any time of the event</u>, two (2) licensed, uniformed certified police officers or security guards MUST be provided by the user, at the user's expense. One guard must patrol inside the facility and one must patrol the exterior of the facility at all times. User must turn in names of officers or security guards <u>one week</u> in advance of your event, to The Texas AgriLife Extension personnel.

\*Officers or Security Guards MAY NOT be a part of the invited guests\*

- <u>SET UP:</u> Tables and chairs will be set up for you for a fee of \$100.00. You must provide specifications to the Extension Office a <u>minimum of one week before rental date</u>. If you decline set up, the appropriate number of tables and chairs will be left in the auditorium for you to set up and arrange as needed.
- \*\* Please <u>DO NOT</u> stand on the tables. Any tables or chairs that are damaged or removed must be restored to original condition or replaced at the renter's expense via security deposit.\*\*
  - <u>Decorations may not</u> be hung from the walls or ceilings.
    - O <u>DO NOT</u> use NAILS, STAPLES, TAPE, or other materials that may permanently mar the surfaces. Any structural damage that occurs will be your obligation to return to the original condition.

The hallway off the kitchen is available <u>only for a serving line.</u> AT NO TIME SHOULD IT BE USED AS A PLAY AREA.

- <u>ABSOLUTELY NO CONFETTI OR FLOWER PETALS OF ANY KIND WILL BE ALLOWED TO BE SCATTERED ON THE FLOOR.</u>
- The use of fog/smoke machines is **prohibited**. Use of these machines will set off the fire alarm and you will be charge for a maintenance call to disengage the alarm.
- Remove ALL trash and food items. Trash bags will be provided by the building. There is
  a dumpster located outside to the side of the parking lot. If the kitchen is used, it should
  be left clean and all items removed from the refrigerator. You are required to provide
  dish soap, dish towels, and any other cleaning products you may need.

#### Renter Responsibilities:

- Dust mop floors, spot mop any spills
- Clear and wipe off tables and chairs
- Stack chairs on stands (9 per stand); stack tables on racks.
- TURN OFF Air conditioning/heating switches and all light switches when leaving
- LOCK and secure ALL doors
- REVIEW the outside of the facility for trash
- SECURITY is the responsibility of the user
- CLEAN KITCHEN (refrigerator, stove, counter tops, floor, etc)
- No DRINKS on the Dance Floor

Any damage or loss caused to the facility or equipment is the responsibility of the user and the County <u>must</u> be reimbursed for any such expense. Failure to return the room to its original condition, including floors and walls, may result in loss of deposit and refusal for future usage.

A key to the building may be picked up at the Extension office the day of or the day before the rental day. KEYS MUST BE RETURNED TO THE EXTENSION OFFICE IMMEDIATELY! If usage is complete before 5:00 p.m. weekdays the key should be returned to the Extension Office before closing, otherwise it should be returned the morning of the following business day.

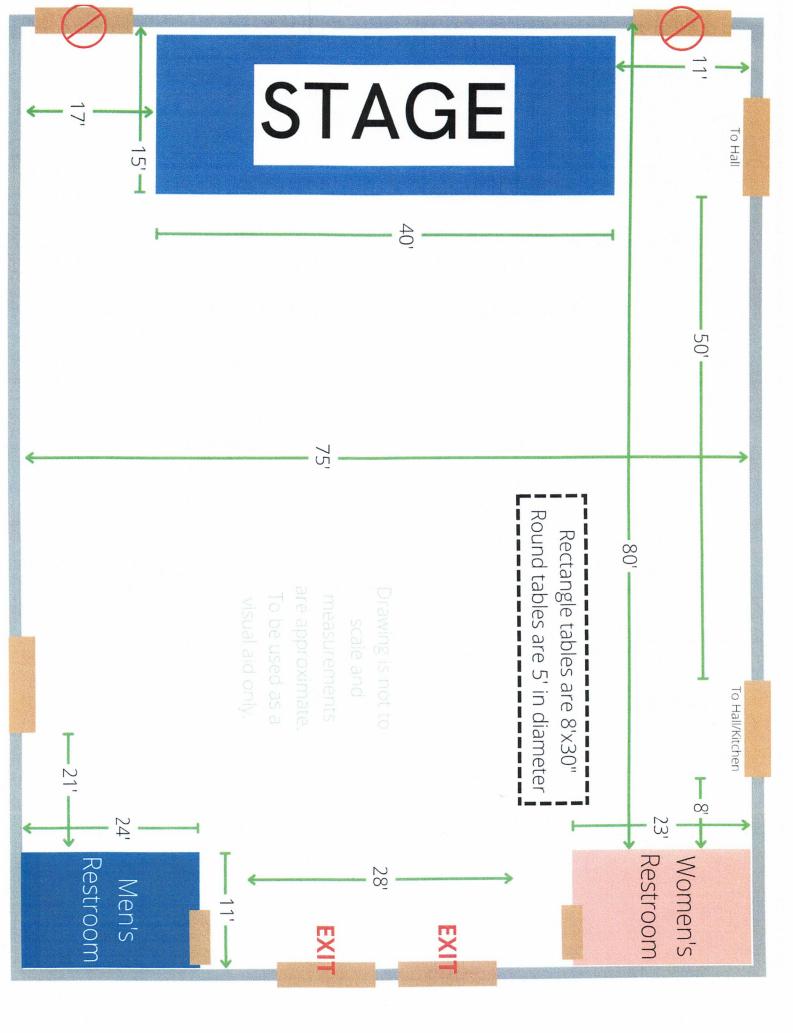
### **DEPOSIT LIABILITY**

Failure of the following infractions will decrease your deposit refund.

- 1. Lock and secure all doors, \$25.00
- 2. Return keys the next business day following the event, \$25.00/day.
- 3. Turn off air conditioner/heat and/or lighting, \$25.00/day
- 4. Remove ALL trash, \$50.00
- 5. Stack chairs(9) and tables, \$100.00
- 6. Clean Kitchen\$25.00
- 7. Floor spot mopped and dust mopped, \$25.00
- 8. No decorations taped, hung, stapled, or nailed to walls/ceilings causing damage, \$100.00
- 9. No flower petals/confetti, \$100.00
- 10. No smoke/fog machine; non-emergency alarm activated, \$150.00

Rental time is: 6AM ON THE DAY OF THE RENTAL UNTIL 1AM THE NEXT MORNING.

YOU MUST BE OUT OF THE BUILDING BY 1:00AM



## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

(Service Building Auditorium)

,
In consideration for the use of SERVICES BUILDING AUDITORIUM (the "Auditorium") located at 411 N. Wells, Edna, Texas, (the "Renter") for itself and for its assignees, contractors, guests, invitees, and representatives hereby:
<ol> <li>RELEASES, WAIVES AND DISCHARGES JACKSON COUNTY, its county official and employees from all liability to Renter for any and all loss or damage, and any claim o demands on account of injury to the Renter, death, or damage to Renter's property which occurs as the result of Renter's presence or use of the Auditorium, regardless of whethe such death, injury or property damage is caused by the negligence or other wrongfu conduct of JACKSON COUNTY.</li> </ol>
<ol> <li>INDEMNIFIES AND HOLDS HARMLESS JACKSON COUNTY from any loss liability, damage or cost (including but not limited to attorney fees and costs incurred defending a claim brought by Renter or Renter's assignees, guests, contractors, invitees o representatives) arising out of or related to Renter's use of or presence at the Auditorium.</li> </ol>
3. ASSUMES FULL RESPONSIBILITY OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the Renter's presence at or use of the Auditorium whether caused by JACKSON COUNTY's negligence or breach of contract.
4. AGREES THIS RELEASE AND WAIVER OF LIABLITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND THE RENTAL INFORMATION AND AGREEMENT EXECUTED BY RENTER is governed by the laws of the State of Texas If the final judgment of a court of competent jurisdiction invalidates any part of the agreement, then the remaining parts must be enforced, to the extent possible, consisten with the intent of the parties as evidenced by the agreement. Venue for all lawsuit concerning the agreement must be in Jackson County, Texas.
Print Name:
Signature:
Address:
Contact No.:
Organization:

Event Date:

Event Local:

## **CONTRACT**

## **Jackson County Services Building Auditorium**

IT IS THE RESPONSIBILITY OF THE RENTER TO PICK UP THE KEYS AT THE EXTENSION OFFICE DURING REGULAR BUSINESS HOURS:

MONDAY - FRIDAY 8:00 AM - 5:00 PM CLOSED 1:00-2:00 PM FOR LUNCH

	is agreement in its enti		
	services building audito		or use on the
*	6AM ON THE DAY OF THE R **YOU MUST BE OUT	ENTAL UNTIL 1AM IN THE OF THE BUILDING BY 1:004	
Mail or bring payments of Jackson County Extension 411 N. Wells, Room 111 Edna, TX 77957  Make checks payable to Jackson County Treasurer	Office SIG	NATURE of responsibles   NATURE of Organization (	
\$250 Deposit (M-Th)\$ \$500 Deposit (F-Su)		Address	
\$250 Rent (M-Th) \$500 Rent (F-Su)	City	/ State	Zip
\$175 Extra Day \$100 Set Up (optional) \$75 Equipment Deposit		Telephone	
Non-Profit Rates Deposit on file:		Alternate Telephone	
If there is to be alcohol served or brought on the	Security Officer:	Contact Name Phone #	
premises, you must have at least 2 Security Officers.	Security Officer:	Contact Name	

\*Failure to attain security/cancelling security before event will result in cancellation of rental. As per our cancellation guidelines, no refund will be issued\*

# Jackson County Services Building Auditorium

# § Facility Inspection Guidelines §

Thank you for renting the Auditorium/Services Building. Below are the inspection guidelines of the facility we use to determine the amount of refund returned or refund denied. If refund is decreased or denied, you will find the reason(s) marked below. We appreciate your business and look forward to helping you in the future.

-Refunds are processed within 30 days of the rental date-

#### **Full Refund**

YES/NO	DESCRIPTION	Amount
		Refunded
	Facility was restored to pre-rental condition; nothing was	\$250.00/
	found to be damaged or misused-full refund requested	500.00

### Refund Decrease or Refund Denied

YES/NO	DESCRIPTION	Amount Forfeited
	Were all doors locked and the building secure?	\$25.00
	Was key returned by the next business day?	\$25.00/day
	Was the air conditioning/heater turned off?	\$25.00/day
	Was all lighting turned off?	\$25.00/day
	Was all trash removed from building?	\$50.00
	Were all tables and chairs stacked up?	\$100.00
	Was the kitchen cleaned?	\$25.00
	Did the floors get cleaned of any spills and dust mopped?	\$25.00
	Were decorations taped, hung, stapled, or nailed to walls or ceilings?	\$100.00
	Were flower petals or confetti present?	\$100.00
	Was smoke/fog machine used; fire alarm activated requiring a maintenance call?	\$150.00

Thank you for your business! If you have any questions, please feel free to contact us at the Texas AgriLife Extension Office, (361) 782-3312.

Refund/forfeiture of deposit is at the discretion of the Texas AgriLife Extension personnel. Any dispute of the determination by the Texas AgriLife Extension personnel my be taken in front of the commissioner's court for final determination.

If you feel you would like to dispute the refund/forfeiture amount, please ask the extension personnel for a Forfeiture Dispute Form.