

Event Date:

**EVENT INFORMATION (Rental fees due in full upon reservation.)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Today’s Date** | **Renter’s Last Name** | | | **First Name** | |
| **Address** | | **City** | | | **Zip** |
| **Phone Number** | | | **Alt. Phone Number** | | |
| **Email** | | | **Event Contact/Relation** | | |

**Crowley Recreation Cente**r **405 South Oak Street Crowley, TX 76036**

**(817) 297-2201 Ext 7000/7010**

# of guests expected: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event Purpose: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GYMNASIUM**

Rental Time From: To: # of Hours: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$50 Deposit required for all gym rentals.

|  |  |  |
| --- | --- | --- |
| **Resident:**  Half Court ($25/hr) | **Non-Resident:**  Half Court ($35/hr) | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Full Court ($40/hr) | Full Court ($50/hr) | $\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
| Two Courts ($70/hr) | Two Courts ($90/hr) | $\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \*Two courts will only be renter out of business hours.  After Hours Fee ($25/hr) | After Hours Fee ($25/hr) | $\_\_\_\_\_\_\_\_\_\_\_\_ |
| **EXERCISE ROOM** | | |

Rental Time From: to # of Hours x $40/hr. Total Amount:

**RESERVATION AND PAYMENTS**

Payment Amount for Rental Use Fee: $ Deposit Amount: $ 50.00

**Cancelation Policy: 48 hr. notice is required to cancel for a full refund. Less than a 48 hr. notice City will retain all fees collected or offer to select a makeup date.**

Renter understands and agrees to hold harmless the City of Crowley, its agents and employees, from and against any and all claims, expenses, demands, judgments, and causes of action of every kind and character for personal injury, death, or damage to property, which could occur from or arise out of the activities or renters or its users. I have read and understand the rules and regulations governing the City of Crowley Recreation Center reservations. Renter also understands that the rules, regulations, and fees are subject to change without notice, as they are approved by City Council. Any changes, deletions or revisions to this agreement must be made in person and approved by all parties.

## Signature of Renter: Date:

**Crowley Recreation Center**

**Facility Use Policies and Procedures**

**Policy:** The facilities operated by the City of Crowley Recreation Department shall be available for use by the public on a reservation basis subject to the conditions outlined below. The purpose of these guidelines is to establish standard procedures for administering the policy and toensure fairness in the letting of the facilities.

1. **Administration**

The Crowley Recreation Department is responsible for the administration of the policy.

1. **The Crowley Recreation Center isavailable for rent during normal operating hours.Rental requests in excess of normal operating hours may only be accepted with the approval ofthe Manger and are subject to after-hours fees. The Recreation Center will not be available for rental on City Holidays.**
2. **Responsibility**
   1. User agrees to indemnify and hold harmless the City, its agents and employees from and against any claims for damages to persons or property arising out of any use of the Recreation Center and premises by user. The user does hereby assume all liability and responsibility for bodily injuries, claims, or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, occurring in connection with the use of the Recreation Center or premises by user, his or her agents, servants, employees, contractors or subcontractors.TheCityassumes no responsibility for any personal property placed in or about the facility.
   2. **Facility Rentals**
      * Sport Rentals: User agrees to leave the premises in as good or better condition than which existed prior to their usage. Please refer to the Facility Cleaning Checklist. All trash must be disposed of properly.
   3. User agrees to assume all responsibility for any damages done to the premises as a result of their usage, even above the deposit amount. An authorized Recreation Department representative shall have two business days following an event to determine and assess any damages done to the premises. It shall be the responsibility of the Recreation Department staff to notify User of any damages during this two-day period. User shall assume repair and /or replacement costs based on the Director's assessment.
   4. **NO ORAL** agreements for use of the recreation facility shall be valid. All reservations must be confirmed with a written contract, signed and approved by Center staff and the user fees paid with the deposit.
   5. User shall comply with all federal, state and local laws including all ordinances of the City of Crowley and all rules, regulations and requirements of the Parks and Recreation, Police and Fire Departments. No User shall schedule an event, which will have a larger attendance than the seating capacity of the reserved area.
   6. User shall not collect fees in the Recreation Center or the area surrounding the facility unless approval has been granted in writing by an authorized representative of the Recreation Department. All reservations where monies are collected are subject to approval by the Recreation Department.
   7. Decoration and clean up time is included in the reservation time reserved and will be added to the reservation fee.All decorative materials must be treated with flame proofing and meet the requirements of the City of Crowley Fire Codes. All decorations must remain inside the area that is reserved. User requiring services or equipment other than that normally provided by the center shall be furnished by the user and subject to the Recreation Center Supervisor or Recreation Manager’s approval. User agrees to assume all necessary expenses incurred.
   8. The group using the building must not attempt to gain access to the building before the reservation time and must vacate the building at the end of the reservation time. The time specified on the application is the only time that may be used. If the building is not vacated at the specified time on the contract, additional time will be charged per minute to the reservation at a rate of **DOUBLE** the original rate. The user will be expected to monitor their rental without having to be told by staff that time has expired.
   9. User shall be permitted to use only the areas, which are designated at the time the reservation is reserved. User shall not do or permit to be done, in or upon any portion of the Center or its premises, anything that will obstruct or interfere with the rights of the other users of the building. At no time shall a User sub-lease or assign its reservation to another individual, group, or organization.
   10. Reservations involving alcohol require the presence of an off-duty police officer. The user is responsible for all fees associated with this cost. The applicant shall contact CPD's Off-Duty Coordinator to coordinate a CPD officer for the event, at the hourly rate approved by the city. In the event that CPD is unavailable to schedule an officer, the Manager shall provide the applicant with a list of approved jurisdictions authorized to work off duty at City events or facilities. Applicants may not bypass the above process. Alcoholic beverages must remain in the authorized area. Violation of these provisions shall result in immediate termination of event, forfeiture of the rental deposit and will revoke rental privileges at city facilities.
   11. Smoking and other tobacco uses are prohibited inside the building or within 50 feet of public entries.
   12. The Recreation Center may be used for political activities if and only if the event is not involved with fundraising. Political literature and other printed or recorded materials may not be distributed to other facility users.
   13. You may reserve multiple dates at a time, up to thirty days out, and all must be paid for in advance.
3. **Youth Events**
4. Youth events are defined as those that have a primary participation base of attendees ages 13-20. All youth events will require security arranged through the Crowley Police Department and approved by the Recreation Manager 14 days prior to the event. The Recreation Department and Crowley Police Department will determine event security requirements. All fees and charges are the responsibility of the contract holder.
5. **Tournaments (Including Events Conducting Business)**
6. Tournament play when admission fees, or any other fees are collected, require a Special event permit with staff approval.
7. Approval of special event permit does N**OT GUARANTED** availability of the gym or city facility for requested dates. Deposits and fees must be paid to secure reservation for special event. In the event that the special event permit is denied, the applicant will be refunded any monies paid to the city.
8. Tournament play at the Crowley Recreation Center shall not interfere with member’s use of the facility. As such, **IT SHALL BE SCHEDULED AFTER NORMAL OPERATING HOURS.**
9. Any organization or group who is renting the gym or other city facility for the purpose of tournament play must provide the following documents.

* A copy of accident and liability insurance policy covering the activities under this agreement. The City and the group or organization must be co-insured by the policy. The policy must include a minimum of $500,000 per incident, with not less than $1,000,000.00 aggregate with the same remaining in effect for the term of this agreement. Failure to maintain such insurance shall be cause for immediate cancellation for reservation;
* Health permit;
* Player insurance;
* State Charter;
* Bylaws;
* Schedule; and
* Emergency contact information.

1. **Entertainment** 
   1. Appropriate music is only allowed during after hour rental events. Staff may determine if it is offensive, explicit or excessively loud. Center management will have the final decision as to appropriateness.
2. **Eligibility for Use of Facilities and Equipment**
   1. Reservations will be accepted from persons 18 years of age or older.
   2. An adult chaperone is required for every 20 guests under 18 years of age. Chaperones must be present at the facility before it is opened for the activity and must remain throughout the entire function.
3. **Requirements\***
4. Persons requesting a reservation will complete and submit a Recreation Center Rental Request form either 14 days prior to requested rental date if it is after normal operating hours or 2 days prior to the requested rental day if it is during normal operating hours. The completed application must be returned to the Recreation Center with the deposit. The application is then approved after management has determined that the activity and other requests are suitable for the area being requested***. A damage deposit (payable by cash or credit card only) is required on all rentals. Upon completion of the rental, if the user has remained in compliance with their Center Use Agreement, the deposit will be refunded. Refund is subject to any remaining balance due on household. Deposits paid with cash will be refunded by a check from the City Finance Department. Deposits paid with credit card will be refunded back to same credit card if the system allows it. Allow 7 to 10 business days for refund processing and mailing.***
5. **Fees**
   1. An additional fee of $25.00 per hour will be added to the standard fee for after-hour rentals
   2. Registered nonprofits may schedule up to **four** half price rentals per calendar year. These organizations are then required to pay the regular rate for future facility rentals within the calendar year.
   3. All fees waivers must be approved by the Director.
6. **Security**
   1. Staff shall reserve the right to determine whether security shall be required during a scheduled activity and, in collaboration with the Crowley Police Department, shall determine the level of security required for events.
   2. Facility staff shall make all necessary arrangements for security, with the understanding that the User shall be responsible for all such expenses. If User refuses to assume the cost of such police security, then the reservation shall be subject to cancellation and forfeiture of deposit. Staff shall determine the ratio of officers to participants for most activities.
7. **Conflicts and Exclusions** 
   1. The Recreation Department reserves the right to refuse or cancel any rental request should the event present a conflict with the Mission of the Recreation Department.
   2. TheRecreation Department reserves the right to cancel a rental request upon violation of facility use policies. Rentals fees and damage deposits could face forfeiture and refusal of any future rentals depending on the nature of the violation(s).
   3. The City reserves the right to refuse service to any guests or individuals exhibiting unacceptable behavior.
   4. Rental of space within the Recreation Center does not infer exclusive use of the entire facility.
   5. Facility use rules and regulations are established to protect users, staff and cityproperty.
8. **Misrepresentation**
9. The City of Crowley reserves the right to withhold a portion or all of the security deposit or rental fees. City officials may shut down an event if the contract holder has misrepresented information on the facility use agreement or on other documents provided as part of the rental agreement.

Examples of misrepresentation include but are not limited to:

* + - * Failure to disclose the true nature of the activity or sponsor
      * Failure to arrange adequate security
      * Exceeding space capacity or the number of participants agreed to on the rental contract
      * Selling of merchandise and/or services without a permit
      * Charging admission fees without a permit

**City of Crowley**

**Recreation Center**

**Rental Contract**

**XII. Rental Cancellations and Payment Policy:**

1. Customers who have to cancel an event will have the option of rebooking their event.
2. Cancellations must be in writing and not over the phone.

* Cancelled reservations for the gym and exercise facilities at the Crowley Recreation Center require a 48- hour notice for a full refund if it is during normal operating. A 14 day cancellation notice is required for after hour rentals.
* Less than 48- hour notice will result in forfeiting all paid rental fees and deposit for normal operating hour rentals. After hour rentals cancelled less than 14 days prior to event will also forfeit fees and deposit.

Refunds are subject to any remaining balance due on household. All damage deposits will be processed for refund within ten business days of the rental or cancellation. Deposits paid with cash will be refunded by check from the City Finance Department and mailed to the renter. Deposits paid with credit card will be refunded back to same credit card.

1. Rental fees and deposits can be paid by cash, credit card or checks made out to the City of Crowley.

* Rental must be paid in full when reserving the gym and exercise facilities.
* Late fee penalty: Additional time will be charged per minute at a rate of double the original rate. The fee will be deducted from the deposit.

By signing below, I acknowledge that I have received and read the Facility Use Policies and Procedures and Rental contract for the Crowley Recreation Center.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

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Signature Date