PLAINVIEW, TX
city of plainview

SHELTER RENTAL APPLICATION
101 S E 1ST / BROADWAY PARK

DATE OF APPLICATION

NAME

ADDRESS

CITY

PHONE

DATE(S) TO BE RENTED

FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY

NAME OR TYPE OF EVENT

NUMBER OF DAYS	NO DANCE / DJ $75 per day # OF DAYS @$75	$ AMOUNT RECEIVED	DATE
NUMBER OF DAYS	WITH DANCE / DJ $100 per day # OF DAYS @$100	$ AMOUNT RECEIVED	DATE

DEPOSIT INFORMATION ($100 per event)

AMOUNT REVEIVED $	DATE RECEIVED		KEY NUMBER

BUILDING CONDITION REPORT FROM TIM RUSTY OTHER

NO EFFORT	EARLY SET UP	RE-SWEEP	RE-MOP	SPOT CLEAN	SET UP	TABLES DIRTY
RETAIN	RETAIN	RETAIN	RETAIN	RETAIN	RETAIN	RETAIN
$100	$	$	$	$	$	$

OTHER RETAIN $

	PO # IF APPLICABLE	PO AMOUNT IF APPLICABLE	PO DATE IF APPLICABLE
BUILDING CLEAN REFUND DEPOSIT		$	

signature date

My signature above states that my deposit has been refunded to me.

per phone call signature date

I request cancellation of this reservation and a refund of fees paid. (Must be received 3 days prior to event date.)

PO#	PO AMOUNT $	DATE REQUESTED

901 BROADWAY * PLAINVIEW, TEXAS 79072 * TELEPHONE (806) 296-1100 * FAX (806) 296-1125 * WWW.PLAINVIEWTX.ORG

explore the opportunities

PLAINVIEW, TX
city of plainview

SHELTER FACILITY LEASE AGREEMENT

STATE OF TEXAS §
COUNTY OF HALE §

This Lease Agreement is made and entered into this _____ day of _____, 20_____, by and between the City of Plainview, a home rule municipality within the State of Texas, hereinafter referred to as "lessor", and _____, hereinafter referred to as "lessee".

WITNESSETH:

LESSOR, in consideration of the rents hereinafter reserved and of the covenants herein expressed to be kept, performed and fulfilled has leased and let by these present does lease and let unto the Lessee the **Shelter** facility, located in **Broadway** Park, for the sole purpose of sponsoring, conducting, and supervising a _____ to be held on _____, 20_____ from 8:00 a.m. to 12:00 a.m. Midnight, with agreements and covenants as follows:

SECTION 1: Lessee shall remit the fees and deposits as required by the City of Plainview Parks Department Rental/Lease Policy, a copy of which has been furnished or made available to Lessee and made a part of this contract, the same as though fully set forth here;

SECTION 2. Lessee shall pay the total cost of any repairs necessary to restore the leased premises and contents thereof to the same comparable condition as when leased;

SECTION 3. Lessee shall clean the leased facility (building) IMMEDIATELY after use, or the deposit made shall be forfeited to Lessor;

SECTION 4. Lessee shall return all keys issued in conjunction with the use of the leased premises not before 10:00 a.m. on the first working day after the function for which leased, or the deposit made shall be forfeited to Lessor;

SECTION 5. Both parties shall cooperate, one with the other, to assure that this lease shall inure to the mutual benefit of both parties, and that the leased premises shall be preserved and maintained for the benefit of all citizens of the City of Plainview.

CITY OF PLAINVIEW: LESSEE:

BY: _____ _____
Authorized Representative

PLAINVIEW, TX
city of plainview

CITY OF PLAINVIEW
ADMINISTRATION POLICY
Lease and Rental Policy for City-owned Park Facilities

This policy is established to give the public and City guidelines as to requirements set for lease and maintenance of City-owned Park Facilities.

RESPONSIBILITIES: It shall be the responsibility of the applicant leasing the Park Facilities to follow the established policy and to maintain the facilities in the manner established by this policy. It shall be the responsibility of the City to ensure compliance with this policy.

GUIDELINES: This policy is applicable to the following facilities:

A. Broadway Shelter house - Broadway Park
B. Rotary Center - Running Water Draw Park (Regional Park)
C. All other Park Rental Facilities

GENERAL: The above listed facilities are municipally owned and maintained facilities for public use. Individuals, firms, corporations, clubs, or associations may lease these facilities and shall be responsible for any damage to these structures or the contents for the period of lease. Improper use of a facility, damage to a facility, or failure to observe the rules and regulations of a facility may result in civil and/or criminal penalties in addition to the retribution. Abuse of a facility may also be grounds for denial of future usage of a facility.

ADMINISTRATION: The Director of Public Works, or his authorized representative, shall be responsible for the administration of the rules, regulations and policies covering these facilities. Any decision of the Director of Public Works, or his authorized representative regarding interpretation of the rules, regulations and policies of these facilities may be appealed to the City Manager by filing a written notice of appeal with the City Secretary. Appeals must be filed within fifteen (15) calendar days after the decision; otherwise, the decision is final. The written notice of appeal must state: the rule, regulation or policy in question, the ruling of the Director of Public Works, the ruling of the Parks Superintendent, the facility in question and the purpose and dates of the proposed or actual usage. The City Manager may request further information if he believes such information will aid in his determination of the appeal. The City Manager's office shall issue a written decision affirming, modifying or overruling the interpretation or application of the rule or policy within five (5) calendar days of the submission of the appeal. The City Manager's decision and ruling shall be final.

RESERVATIONS: Reservations for the use of any of the identified facilities shall be made through the City of Plainview offices, located at 901 Broadway, during the normal business hours. No reservations will be accepted until a written contract is executed and all fees have been tendered.

Reservations shall be on a first-come, first-serve basis and will be accepted up to one (1) year in advance of event date.

Refund on rental and deposit payments will be made if written notice of cancellation is received **at least three (3) days in advance** of scheduled use. NO REFUNDS WILL BE MADE ON RENTAL PAYMENTS IF CANCELLATIONS ARE MADE WITH LESS THAN THREE (3) DAYS ADVANCE WRITTEN NOTICE TO THE DIRECTOR OF PUBLIC WORKS, OR HIS AUTHORIZED REPRESENTATIVE.

CLASSIFICATION FOR USE:

A. Official Use: Use by the City for official purposes or City sponsored events. This use shall have **Priority** over all other uses, and shall include the right to pre-empt other uses upon fifteen (15) days written notice.

B. Youth Organizational Activities: Use by non-profit, organized youth organizations, such as Boy Scouts, Girl Scouts, Public School sponsored groups and similar organizations. This organization must be certified as non-profit and have a local mailing address with proper title.

C. Parties: Use by individuals, businesses, or groups for private or public parties, including weddings, dances, parties, etc. sponsored by individuals, groups, or organizations, whether attendance is by invitation only or open to the public.

D. Commercial Use: Use by commercial organizations, firms or individuals whose principal purpose is earning a profit according to the IRS definitions. A Texas State Comptroller account number will be provided where applicable.

E. Public, Civic, Charity and Cultural Use: Use for activities of general public interest by public, civic, and charitable, and cultural organizations and other uses not included in categories A through D. This includes use by organizations exempt under Section 501, (c) (3) of the Internal Revenue Code.

RENTAL FEE AND CLEAN-UP DEPOSIT: The rental fee shall be tendered upon execution of the lease agreement. The clean-up deposit will be remitted upon the pick-up of keys for the facilities. The clean-up deposit will be returned to the leasing individual or entity upon the acceptance of the facility by the Superintendent of Parks or his designated representative. In the event the deposit will be refunded, it shall be returned to the individual or entity no earlier than 10:00 a.m. on the first working day following the use of the facility. Acceptance of the facility by the superintendent of Parks, or his designated representative, shall be determined by inspection of the facility and by a determination that the facility is in the same condition as it was upon acceptance by the Lessee.

LEASE PERIODS: The Broadway Shelter house and Rotary Center **may be used from 8:00 a.m. until 12:00 a.m. Midnight on the day specified in the Lease Agreement**. Clean-up usage may extend one (1) hour past the time of usage specified in the Lease Agreement. All facilities must be cleaned, closed, and secured as of 1:00 a.m. with all lights turned out and doors locked. Any and all use beyond the established time of 1:00 a.m. must have the written approval of the Director of Public Works in advance of the event. Any use beyond the established time without written approval of the Director of Public works will result in forfeiture of entire deposit.

CLEAN-UP: The Broadway Shelter house and the rotary Center Buildings are to be cleaned by the Lessee IMMEDIATELY after use. This is to include sweeping and mopping floors, cleaning of restrooms and the kitchen, placing all furniture in proper storage areas, etc. Also, Empty trash cans, leave building clean, make sure all windows and doors are locked and lights off.

If either of the facilities is found in an unsanitary or unsightly condition by Lessee, then said applicant agrees to report such condition BEFORE using it to the City Parks Department. This action is required at all times and days, WEEKENDS AND HOLIDAYS INCLUDED. This action is to be accomplished by calling 296-1100 Monday thru Friday 8:00 a.m. to 5:00 p.m. If it is after 5:00 p.m. Friday, **call (806) 296-1182** and advising that a Parks Department employee is needed at the location. The Parks Department representative will then personally inspect the facility BEFORE it is used to verify the condition. If the Lessee neglects to report such a condition, he/she thereby assumes responsibility of accepting the premises as being clean.

The Lessee is responsible for all damage and/or abuse of the facility during its use. The Lessee agrees to return the keys to City Hall, City of Plainview by 10:00 a.m. the first working day following the use of the facility. The refund of the deposit shall be withheld until the facility is accepted by the Superintendent of Parks, or his designated representative. In the event the building does not meet the standards of cleanliness as set forth herein or if damage is found or any of the rules are violated, the entire deposit will be subject to forfeiture and the individual or entity subject to civil and/or criminal actions as provided by law.

SECURITY AND CHAPERONS: It shall be the responsibility of the Lessee to provide adequate supervision over all activities. The Director of Public Works, at his discretion, may require the use of security guards. The Lessee will be responsible for paying for

the service of said security personnel. Disturbances will not be permitted and if a disturbance does occur, the Plainview Police Department or the Parks Superintendent may order the facilities closed, and all fees shall be forfeited.

INSURANCE: The Director of Public Works may require the Lessee to provide adequate insurance before the building is used in order to protect the property, its occupants, and/or the City.

MISCELLANEOUS: The use of nails, screws, thumb tacks and glue is FORBIDDEN on walls and ceiling.

FREE USE PROHIBITED: No free use of any facility shall be permitted, extended or granted to any individual, organization or group except by special permission of the City Manager or his designated representative.

REFUSAL: The City, acting through the Director of Public Works, or the City Manager, reserves the right to refuse the use of these facilities or any part thereof, to any event, program or production which is wholly without any socially redeeming value.

FAILURE TO PICK UP KEY: Once a contract has been signed and the necessary deposit has been made, it is the responsibility of the Lessee to pick up the proper keys to the leased facility and complete payment as is established in this policy. In the event Lessee fails to obtain the issue of a key to the facility during normal business hours, Lessee will be subject to a $25.00 after hours service call fee for the issuance of said key. This $20.00 fee will be in addition to the regular user fee charges and MUST BE PAID AT THE TIME THE KEY IS ISSUED AFTER NORMAL BUSINESS HOURS.

LESSEE: Must be at least 18 years of age or older.

DRIVER'S LICENSE: Driver's license or other means of formal identification must be furnished by Lessee upon making application to verify age. The Director of Public Works, or his authorized representative, shall be the sole judge of whether the identification furnished is acceptable.

Approved as to Content: Mike Gilliland
Director of Public Works

ROTARY – 3600 W 4TH (14 Tables 3' X 6') & 80 chairs
SHELTER – 101 SE 1ST (12 TABLES 3' X 6') & 80 chairs

The key may be picked up and the deposit made any time between 8 AM and 5 PM on the last City of Plainview business day before the rental (City Hall is closed from 12:00 PM – 1:00 PM each day for lunch). Even though you may receive the key before the date of the rental, the building must not be entered before 8:00 AM on the day of the rental for decorating or any other reason.
The building is set up with the tables down the center of the room and the chairs are individually set up around the perimeter of the room – not stacked. The building must be set up exactly like this, as well as the building properly cleaned and all rules of the contract followed for you to be entitled to a refund of your deposit.

REQUIREMENTS FOR DEPOSIT RETURN
BUILDING INSPECTION LIST

1. **TABLES** – Two (2) rows down the middle of the room.

2. **CHAIRS** – to be placed against the walls in single file, not stacked.

3. **TRASH** – liners will be taken out and placed in furnished dumpers. New liners will be replaced in trash containers.

4. **LINERS** – will be found under the sink cabinet.

5. **TABLES** – will need to be cleaned and washed.

6. **CHAIRS** – will need to be cleaned and washed.

7. **DECORATIONS** – any materials used will need to be taken down completely. Tape, staples, handprints, etc. as well as any left on windows.

8. **FLOORS** – will need to be swept completely, from wall to wall, under chairs and tables. Sweeping to be collected and deposited in trash containers prior to being emptied.

9. **MOPPING** – of floors will need to be done from wall to wall, under chairs and tables. The mop water will need to be changed a minimum of two times. Once for every half of the building, three or more times are preferred. (NO MOP FILM ACCEPTED)

10. **RESTROOMS** – will need to be swept and mopped as well and furnishings cleaned. (Sinks, etc.)

11. **KITCHEN CABINETS** – will need to be cleaned and washed. Stains left by user needs to be removed by user.

12. **STOVE** – must be cleaned and washed free from any spillage.

13. **REFRIGERATOR** – must be cleaned and washed free from any spillage and no food products remaining inside.

14. **FLOOR** – DO NOT slide or drag tables across the floor. Any deep scratches or black rub marks left on the floor will require re-waxing of the floors.

15. Any cleaning products used must be returned to the proper storage area. (Closet)

16. **FLOOR** - carpet rug must be swept or cleaned of any foreign materials.

17. All materials furnished by the City of Plainview must be left in a good using form. Chairs, tables, cleaning products and the facility.

ALL ITEMS MUST BE IN COMPLIANCE FOR DEPOSIT TO BE REFUNDED.

LOS REQUERIMIENTOS PARA DEVOLVER EL DEPOSITO
LISTA DE INSPECCION DEL EDIFICIO

1. **LAS MESAS** – Dos (2) filas por en medio de la sala.

2. **LAS SILLAS** – Deben ser puestas contra las paredes en una sola fila. No deben ser empalmadas.

3. **LAS BOLSAS DE BASURA** - Se llevaran para afuera y seran colocadas en los basuderos. Las bolsas deben ser reemplazadas en los botes de basura.

4. **LAS BOLSAS DE BASURA** – Pueden ser encontradas debajo del lava manos.

5. **LAS MESAS** – Necesitan ser limpiadas y lavadas.

6. **LAS SILLAS** – Necesitan ser limpiadas y lavadas.

7. **LAS DECORACIONES** – Cualquier material usado debe ser bajado completamente, incluyendo el material puesto sobre las ventanas.

8. **EL PISO** – Necisita ser completamente barido, de pared a pared, y debajo de las sillas y mesas. La basura colectada debe ser puesta en las bolsas de basura antes de poner la bolsa en el basudero de afuera.

9. **TRAPEAR** – El piso debe ser trapeado de pared a pared y debajo de las sillas y mesas. La agua de trapear debe ser cambiada el minimo de 2 veces. Una ves por cada mitad del edificio, tres o mas veces es preferido.

10. **LOS BANOS** – Necesitaran ser baridos y trapeados y los muebles limpiados (lava manos, etc.)

11. **LOS GABINETES DE LA COCINA** – Necesitaran ser lavados y limpiados. Las manchas dejadas por el usador del edificio, deben ser limpiadas.

12. **LA ESTUFA** – Debe limpiarse y lavarse.

13. **EL REFRIGERADOR** – Debe limpiarse y lavarse y no debe dejar productos de comida adentro.

14. **EL PASO** – No resbale ni arastre las mesas sobre el piso. Cualquier raspon o rallon requiere acerar el piso.

15. Cualquieres productos de limpieza usados deben ser regresados a su lugar propio. (Ropero)

16. **EL PASO** – La alfombra debe ser barida y limpiada de cualquier material..

17. Todos los materiales de La Ciudad de Plainview deben ser dejados en buenas condiciones. Sillas, Mesas, Productos de Limpieza, y el edificio.