

Business Address:
 City of Olney City Hall
 201 East Main St. / P.O. Box 546
 Olney, Texas 76374-0546
 Phone: (940) 564-2102



Physical Address:
 City of Olney Civic Center
 210 South Grand Avenue
 Olney, Texas 76374-0546
 Phone: (940) 564-2102

CITY OF OLNEY CIVIC CENTER RENTAL AGREEMENT

Lessee Information:

EVENT DATE(S):	PURPOSE:
RESPONSIBLE PARTY:	ORGANIZATION:
EMAIL:	ADDRESS:
CONTACT PHONE:	
NAME AND ADDRESS FOR DEPOSIT REFUND CHECK (IF DIFFERENT FROM ABOVE):	

Event Information:

ROOM REQUESTED:	
<input type="checkbox"/> SMALL ROOM (\$75 RENTAL / \$150 DEPOSIT)	<input type="checkbox"/> LARGE ROOM (\$150 RENTAL / \$300 DEPOSIT)
START TIME:	END TIME:

Rental Policies and Procedures:

Initials: _____

- Reservations will be made on a first come first serve basis. Reservations will only be confirmed when City Hall has received the written application and a deposit.
- The rental fee must be paid in full two weeks prior to the event. If the payment is not received within the time limit, the reservation will be subject to cancellation.
- Payments can be made using cash, credit, or check. Checks must be written to the City of Olney.
- Cancellations must be given 2 weeks from scheduled event for a full refund. Cancellations given 1 week from scheduled event will receive a refund in half of the amount paid. NO refunds will be submitted if the cancellation is less than six days regardless of amount paid. If the cancellation is due to a medical emergency or death, written notice is required and will be at management discretion. Cancellations will result in forfeiture of the rental deposit.
- Maximum capacity of the City of Olney Civic Center: 300
- Civic Center will not be lease to out of town vendors selling merchandise that would jeopardize local merchants. Vendors with local sponsorship must have approval of City Administrator.

Decorations:

Initials: _____

- NO nails, tape, tacks, or staples may be used on the Civic Center walls. Blue Painters tape is an acceptable adherent.
- NO Glitter, confetti, hay, or straw may be used for decorating within the facility.
- NO Kegs, coolers, or drink machines are allowed in the building.
- All decorations, equipment, foods, supplies, etc. are to be unloaded at the east overhead door. (No exceptions.)
- Renter is responsible for bringing all decorating materials including ladder, scissors, tape, etc.
- All candles must be placed on non-combustible surfaces. All materials provided by the rental agreement must be kept free of wax or residue.
- All items brought into the building by lessee need to be removed by the end of the rental period. Lessees are asked to remove food, materials, equipment, furnishings and decorations or garbage left after use of the facility.
- Failure to comply with any of the aforementioned decoration rules will result in a forfeiture of the entire deposit.

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Clean-Up:

Initials: _____

- The lessee is responsible to clean floors, tables and kitchen. Including sweeping, disposing of all trash, and wiping down surfaces. The lessee is responsible to leave the facility in the same condition it was found.
- Renter is responsible for removal of all trash to the dumpsters on the back of the building/alley.
- Renter is responsible for cleanup of excessive spills or accidents. Failure to do so will result in deposit forfeiture.

Damages:

Initials: _____

Lessee agrees to return the premises of the City of Olney Civic Center in the same condition as rented from the City. The City will inspect the premises to its satisfaction after the lessee's use. Any damage or excessive cleanup needs, noted by the inspector, to the Civic Center building and/or grounds will result in additional charges. Any damage in excess of the pre-paid fee plus 20% will be charged to the lessee. The lessee shall pay the balance of the costs within ten days of the receipt of a statement for repairs or replacement. It is the responsibility of the lessee to ensure that the caterer provides proper cleanup. In the event of no detected damage or excessive cleanup, the designated portion of the deposit will be mailed to the renter within 30 business days following the completion of the lessee's use of the facility.

Alcohol:

Initials: _____

No alcohol is permitted in the Civic Center without prior written approval from the City Council. Any written approval must be obtained in the same manner as described in Section 6.03.007 of the Code of Ordinances entitled Variance Exceptions.

General Building Policies:

Initials: _____

- Smoking, vaping, and the use of other tobacco products or illegal drugs is not permitted in the Civic Center or on the Civic Center premises.
- Gambling is not permitted in the Civic Center.
- Only those rooms specified on the agreement will be available for use by the lessee.
- All minors on the premises must have adequate adult supervision.
- The City of Olney is not responsible for accident, injury, loss, or damage of personal property.
- Rules and regulations are subject to change at the City's discretion.
- The Fire Department has the right to walk-through the building at any point during the event to check the occupancy and ensure compliance with the fire code.
- The lessee signing this agreement agrees to be the responsible party.
- All activities shall end at 12:00 a.m. on the date following the final day of the lease agreement unless special permission has been granted and approved by the Civic Center management. All guests, decorations, and items not provided by the Civic Center must be out of the building by the designated time or the lessee will be subject to an additional charge.

Hold Harmless Agreement:

Initials: _____

The lessee as well as their representative organization or group, agrees to defend, indemnify and hold harmless the City of Olney, its officers, employees and agents from any and all claims for injury to person (including death) or property arising out of, or in any way connected to its/our use of the rented Civic Center space except to the extent any such claims may arise from any act or omission of the City of Olney.

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I have read the procedures for use of the City of Olney Civic Center and agree to abide by the regulations set forth by the City of Olney. I assume responsibility for any damages that might occur during my use of the facility.

Signature

Date

City Representative

Date

Post Event Check List

- All trash has been moved to the dumpster on the east side of the building.
- Ensure all floors, tables and kitchen areas are clean including sweeping, disposing of all trash, and wiping down surfaces.
- Excessive spills and accidents have been cleaned.
- All lights are turned off.
- All doors are locked.
- Catering equipment has been removed and kitchen appliances turned off.
- Keys are deposited in the overnight drop box or to City Hall during business hours.

ORDINANCE NO. 04-22

AN ORDINANCE OF THE CITY OF OLNEY, TEXAS PROVIDING RULES, POLICIES, AND A RATE STRUCTURE FOR USE OF THE CIVIC CENTER; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE; AND FINDING THE MEETING IN COMPLIANCE WITH THE OPEN MEETINGS ACT.

WHEREAS, the City of Olney, Texas wishes to establish rates for the Civic Center; and,

WHEREAS, the City Council wishes to bring City ordinance in congruence with the current procedures and capabilities of the City; and,

WHEREAS, the City Council deems it necessary to establish certain guidelines for the Civic Center.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OLNEY, TEXAS:

Section I.

Civic Center Rules & Policies

I. Rental Policies and Procedures:

- a. Reservations will be made on a first come first serve basis. Reservations will only be confirmed when City Hall has received the written application and a deposit.
- b. The rental fee must be paid in full two weeks prior to the event. If the payment is not received within the time limit, the reservation will be subject to cancellation.
- c. Payments can be made using cash, credit, or check. Checks must be written to the City of Olney.
- d. Cancellations must be given 2 weeks from scheduled event for a full refund. Cancellations given 1 week from scheduled event will receive a refund in half of the amount paid. NO refunds will be submitted if the cancellation is less than six days regardless of amount paid. If the cancellation is due to a medical emergency or death, written notice is required and will be at management discretion. Cancellations will result in forfeiture of the rental deposit.
- e. Maximum capacity of the City of Olney Civic Center: 300
- f. Civic Center will not be lease to out of town vendors selling merchandise that would jeopardize local merchants. Vendors with local sponsorship must have approval of City Administrator.

II. Decorations:

- a. NO nails, tape, tacks, or staples may be used on the Civic Center walls. Blue Painters tape is an acceptable adherent.
- b. NO Glitter, confetti, hay, or straw may be used for decorating within the facility.
- c. NO Kegs, coolers, or drink machines are allowed in the building.

- d. All decorations, equipment, foods, supplies, etc. are to be unloaded at the east overhead door. (No exceptions.)
- e. Renter is responsible for bringing all decorating materials including ladder, scissors, tape, etc.
- f. All candles must be placed on non-combustible surfaces. All materials provided by the rental agreement must be kept free of wax or residue.
- g. All items brought into the building by lessee need to be removed by the end of the rental period. Lessees are asked to remove food, materials, equipment, furnishings and decorations or garbage left after use of the facility.
- h. Failure to comply with any of the aforementioned decoration rules will result in a forfeiture of the entire deposit.

III. Clean-Up:

- a. The lessee is responsible to clean floors, tables and kitchen. Including sweeping, disposing of all trash, and wiping down surfaces. The lessee is responsible to leave the facility in the same condition it was found.
- b. Renter is responsible for removal of all trash to the dumpsters on the back of the building/alley.
- c. Renter is responsible for cleanup of excessive spills or accidents. Failure to do so will result in deposit forfeiture.

IV. Damages:

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V. Alcohol:

No alcohol is permitted in the Civic Center without prior written approval from the City Council. Any written approval must be obtained in the same manner as described in Section 6.03.007 of the Code of Ordinances entitled Variance Exceptions.

VI. General Building Policies:

- a. Smoking, vaping, and the use of other tobacco products or illegal drugs is not permitted in the Civic Center or on the Civic Center premises.
- b. Gambling is not permitted in the Civic Center.
- c. Only those rooms specified on the agreement will be available for use by the lessee.
- d. All minors on the premises must have adequate adult supervision.

- e. The City of Olney is not responsible for accident, injury, loss, or damage of personal property.
- f. Rules and regulations are subject to change at the City’s discretion.
- g. The Fire Department has the right to walk-through the building at any point during the event to check the occupancy and ensure compliance with the fire code.
- h. The lessee signing this agreement agrees to be the responsible party.
- i. All activities shall end at 12:00 a.m. on the date following the final day of the lease agreement unless special permission has been granted and approved by the Civic Center management. All guests, decorations, and items not provided by the Civic Center must be out of the building by the designated time or the lessee will be subject to an additional charge.

SECTION II.
Rental Rates

Small Room	Large Room
\$75 / Day	\$150 / Day
\$150 Deposit	\$300 Deposit

SECTION III.
Repeal of Ordinances in Conflict

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION IV.
Severability

Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

SECTION V.
Effective Date

This ordinance shall take effect immediately from and after its final passage and publication in accordance with the provisions of the Charter of the City.

SECTION VI.
Open Meetings

It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter. 551, Tex. Gov't. Code.*

FIRST READING

PASSED AND APPROVED FOR FIRST READING on this the 24th day of January, 2022.

SECOND READING

PASSED AND APPROVED FOR SECOND READING on this the 14th day of February, 2022.

CITY OF OLNEY

By: _____
RUE ROGERS, MAYOR OF THE
CITY OF OLNEY, TEXAS

ATTEST:

TAMMY HOURIGAN, CITY SECRETARY
OF THE CITY OF OLNEY, TEXAS