



Pilot Point Community Center
Pilot Point, Texas 76258
(940) 686-2165

Reservation and Rental Policies

The Pilot Point Community Center, located at 310 S. Washington Street, Pilot Point, Texas, shall be hereafter referred to as “Facility,” is owned by the City of Pilot Point, Texas, shall be hereafter referred to as the “City”. Any person or group desiring to rent all or a part of the Facilities shall be hereafter referred to as “Permittee”.

Preservation and safety of the Facilities is of paramount concern to the City of Pilot Point, and no use will be tolerated of the Facilities which in any way threaten harm or damage to the Facilities, or any of its’ contents.

A. RESERVATIONS:

1. All reservations must be made through the Pilot Point Community Library office during regular business hours.
2. Permittee must be 21 years of age to reserve the building and must be present at all times during the function or activity.
3. Facilities will be available for rentals on Weekend hours from 8:00 a.m. to 11:00 p.m. Facilities shall be available for rentals on Weekdays from 6:00 p.m. until 11:00 p.m.
4. Facilities will not be available for rentals on the following holidays: Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day. If the holiday falls on a Saturday or Sunday, the Facilities may not be available the Friday prior to Monday after the holiday in accordance with the “City” holiday schedule.
5. Reservations are on a first-come, first-serve basis and a Security Deposit must be paid when made. **No oral agreements for the use of the Facilities are valid.**
6. All Rental Time Periods must be in consecutive hours. Reservation time periods shall include decorating and clean up within the time frame rented. Once a rental time period is booked by the Permittee, any reduction in hours will follow the cancellation policy. **A half-day (for decorating purposes) before the date of the event can be scheduled, according to the rental fee schedule.**
7. At no time shall a Permittee sublease or assign its reservation to another person, group, or organization. No Permittee shall change or rotate the Permittee’s designated hours with another renting party without doing so through the “City”.
8. Permittee shall not use the building for any purpose other than what was state on the lease agreement.
9. Only individuals who have specific permission from the City and who have confirmed reservations may use the building.
10. No single activity or group shall be permitted to monopolize any portion of the Facilities. The frequency and usage of rooms will be at the approval of the City Secretary or designee in order to best serve the interests of the community.
11. No entry fees or charges may be assessed for admittance into the Facility by Permittee.
12. Preference or priority will be given to local Pilot Point senior citizen groups during daytime hours of normal work days.
13. The City has the right to refuse rental or use of the Facility to any person, group, or organization if the proposed event conflicts with the intended use of the building, is in conflict with established policies, or is in conflict with another confirmed reservation.

B. RENTAL FEES; RESERVATION & DAMAGE DEPOSIT:

1. All reservations shall require a Reservation and Damage Deposit, which must be paid at the time of the booking. The City may reserve the facility up to one year in advance.

2. All rental fees are due one week prior to rental date. If rental fees are not paid one week prior to rental date, then the deposit will be forfeited and the City of Pilot Point may rebook the Facilities without any further obligation to the person or organization that reserved Facilities.
3. **All payments made less than two (2) weeks in advance of the rental date must be paid in cash, money order or by cashier's check.**
4. All fees must be fully paid in advance in accordance with the schedules contained herein. No group or individual will be billed for building use.
5. Keys to the Facility may be picked up at City Hall, between the hours of 8:00 a.m. and 5:00 p.m. during normal business days, no sooner than the day before the day of rental, or on Friday for weekend rentals.

C. DEPOSIT AND FEE SCHEDULE

1. **Reservation and Damage Deposit:**

| | |
|--------------|----------|
| Resident | \$200.00 |
| Non-Resident | \$300.00 |
2. **Facility Rental:**

| | |
|--------------|---|
| Resident | \$100.00 per day or \$20.00 per hour, minimum two (2) hours |
| Non-Resident | \$200.00 per day or \$40.00 per hour, minimum two (2) hours |

Security personnel as needed, will be additional charges, and shall be compensated by Permittee prior to the start of the event.

If the person or group desiring to rent the Facilities believes the Fee Schedule above is not appropriate or would cause a hardship, the City Administrator for the City of Pilot Point will be available to discuss an appropriate Rental Fee under the circumstances.

D. RENTAL FEES AND DEPOSIT EXCEPTIONS:

1. All recognized Senior Citizens Groups, will be exempt from fees and deposits. Senior Citizen Groups are defined as groups whose members are all 55 years of age or older and are an organized group that is registered with the City.
2. The City provides a reduced Rental Fee and Reservation and Damage Deposit for Non-Profit Organizations. Non-Profit Organizations must adhere to all Facility rental guidelines and policies.
3. Non-Profit Organizations are defined as an Organization that holds a non-Profit status as determined by the Internal Revenue Service. Proof of Non-Profit status will be required at the time the Rental Agreement is submitted.
4. The following groups are authorized to use the Facility at no charge:
 1. The Pilot Point Chamber of Commerce, for functions promoting Pilot Point
 2. The 19th Century Club for their Homecoming Dinner and Meeting
 3. The Pilot Point Community Opera House, for meetings and functions promoting Pilot Point.
 4. The American Legion Ladies Auxiliary
 5. The City of Pilot Point

E. CANCELLATIONS AND REFUNDS:

1. **Cancellations for the facilities must be made in writing and received by the City Secretary or designee (hereinafter collectively referred to as the "City Representative") at least one (1) month prior to the reservation date in order to receive a full refund of rental fees and deposit. 80% of the room deposit will be refunded for cancellations made at least 72 hours (7 days if police are required) prior to a reserved event. No refunds will be made for cancellations after that time. 100% of room deposit, if applicable, will be refunded upon satisfactory compliance with cleanup and damage requirements (see clean up and damage) within 30 days of the event.**
2. The "City" will promptly deposit all monies received from Permittees. The "City" will not hold money, delay in depositing checks, or accept any postdated checks.
3. Reservation and Damage Deposits and Rental Fees are non-transferable. Permittees are not allowed to transfer deposits or rental fees to another reservation date or another individual to eliminate losing the deposit or rental fees.
4. Deposit refunds will be issued after the event if the Facilities are cleaned and left in the same or better condition as it was in prior to the event, as determined at the sole discretion of the City Secretary or designee.

Refunds will be issued within thirty (30) days of the event. All refunds will be made payable and mailed to the Permittee at the address noted on the Rental Permit.

F. SECURITY REQUIREMENTS:

For the purpose of making sure that the Facilities are protected, it may be necessary for the Permittee to hire security for the duration of your event.

1. Permittee may be responsible for obtaining the services of security officers to be present at the Facilities during each rental. The Chief of Police, at his/her discretion, shall determine if any needed and the number of security officers required for each event. Additional number of security officers may be required for functions or events involving teenagers. All security officers must be either City of Pilot Point Police Officers or other peace officers approved by the City of Pilot Point Police Chief to provide security services on behalf of the Permittee.
2. Security personnel must be present 15 minutes prior to the start of the event and must remain until the last person leaves the event. Security must be engaged and compensated by the Permittee and approved by the City.
3. Permittee understands and agrees that the Permittee shall be solely responsible for the event and the safety of the Permittee and all Permittee's guest.
4. The Facility must be closed, locked and secured at the exact time stated on the Rental Agreement. Activities will cease in sufficient time prior to the closing deadline in order to allow time for the Permittee to remove their equipment, all waste and debris, and to vacate the premises. Permittee will be responsible for seeing that all lights are tuned off with the exception of outside security light.

G. CLEAN UP POLICIES:

1. Clean up shall be defined by the City as cleaned and left in the same or better condition as it was prior to the event, as determined at the sole discretion of the City Secretary or designee.
2. City staff will perform a walk through after the event during normal work hours to identify any damage or areas in need of clean up. If Permittee would like to be present during walk through with the city staff please indicate so at time agreement is submitted. Refund of the Reservation and Damage Deposit may be forfeited or reduced based on non-compliance of any portion of the polices.
3. Permittee is responsible for general clean up throughout the event, including but not limited to, spills and trash. Permittee must provide necessary materials for clean up and garbage bags. All trash, waste or other debris must be removed from the Facility property and disposed of by Permittee. (A metal trash container is located at the rear of the property between the library and the Community Center.)
4. Permittees who decorate with balloons, streamers, banners or other such items shall be responsible for removing them from the Facilities.
5. Any items not cleaned or any damage will result in some or all of the Reservation and Damage Deposit being forfeited, and may result in additional charges against Permittee depending on the amount of damage.

H. ALCOHOLIC BEVERAGES:

1. This is an alcohol free facility. No alcoholic will be allowed on the property, inside or outside. Use of alcoholic beverages will result in immediate termination of event and forfeiture of deposit and fees.

I. OBJECTIONABLE CONDUCT:

1. Any person whose conduct is disorderly or disruptive in any of the following respects may be subject to removal from the premises:
 - Intoxication or any liquor violations (minor consumption, minor possession, etc.)
 - Use of abusive, indecent, profane, or vulgar language
 - Making offensive gestures or displays
 - Abusing or threatening another person in an obviously offensive manner
 - Making unreasonably loud noise
 - Fighting with another person
 - Vandalism

If the security officer, peace officer, or any City's authorized representative, deems any other conduct inappropriate, the person engaged in such conduct may be subject to removal from the premises. If the

- security personnel, peace officer, or any City's authorized representative, deems it necessary, the event at which such conduct has occurred may be prematurely terminated.
2. The Permittee of the event at which any such ejection occurs holds harmless, indemnifies, and defends the City, its officers, agents, and employees against any claim related to such ejection.
 3. Any of the above conduct may result in loss of Permittee's deposit.

J. FIRE SECURITY:

1. The City of Pilot Point Fire Code is enforced at all events.
2. The Permittee cannot store any fuel in Facilities. The Fire Marshall will secure fuel tanks, boats, vehicles, or other equipment on display in accordance with codes and ordinances.
3. Regular exit doors, emergency doors, corridors, walkways, and fire extinguishers shall not be blocked. Emergency exit doors are used for emergencies only. All marked fire lanes must be kept open at all times.
4. Permittee cannot attach anything to electrical conduits.
5. A person shall not utilize or allow to be utilized an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, or similar purposes. All flames must be properly contained.
6. Candelabras or unity candles with flame-lighted candles are not allowed.
7. **No Smoking** is allowed in any "City" Facilities.

K. CURFEWS, DANCES, AND PARTIES:

1. The City of Pilot Point Police Department will enforce the curfew ordinance for all minors in the City limits per Title 5, Chapter 6 of the Code of Ordinances of the City of Pilot Point. Curfew hours are eleven o'clock (11:00) P.M. to six o'clock (6:00) A.M. Sunday through Thursday and twelve o'clock (12:00) midnight to six o'clock (6:00) A.M. on Friday and Saturday. A minor commits an offense if the minor remains in a public place or on any premises during curfew hours without a proper defense, including but not limited to: accompanied by a parent or guardian; engaged in employment activity; or attending an official school, religious, or other recreational activity supervised by adults and sponsored by the City or a school district.
2. A Parent shall be defined as a person who is the natural parent or an adopted parent of the minor.
3. A Guardian shall be defined as a person who, under court order, is the guardian, managing conservator of a minor.
4. The City of Pilot Point Police Department will determine the number of security needed for any dance or party involving teenagers. A large number of adult volunteers will be required to be present in the Facilities to monitor the restrooms, public areas, and the event itself. Any invitations concerning the dance or party must include a statement that youth attending it should not be dropped off at the Facilities more than 15 minutes prior to the start of the event, and a statement that any youth must be picked up at the Facilities no more than 15 minutes after the ending time for the event. Prior to the rental being accepted by the City Secretary or designee, the maximum number of attendees will be established. Once that maximum number of attendees has arrived, any others attempting to attend the event will be turned away from the doors of the Facilities.

L. CATERING AND FOOD SERVICE:

1. Any caterer hired by Permittee must currently hold a valid Health Permit through the City of Pilot Point Health Department, County Authority, or Public Health District Authority where the caterer's food preparation facility is located.
2. Permittee and attendees **may not prepare or cook food on the Facilities**. Permittee and guests may bring food and beverages for the event.
3. Prior to any event at which food and beverages will be served, the caterer or Permittee must inform the "City" of the plans for the preparation and clean up of any such activity.
4. The Permittee agrees that all sales of concessions are in accordance with all the laws of the United States and the State of Texas, the City of Pilot Point, and health and sanitation rules and regulations promulgated by the Pilot Point Health Department.

M. GENERAL INFORMATION:

1. All groups or individuals using Facilities shall comply with all laws, including federal, state, and local laws. These laws shall include all City ordinances and all regulations of the city and its departments, which may in any way affect the rental or use of Facilities.
2. No groups or individuals shall schedule an event having larger attendance than the established occupancy limit of the area rented. **(Maximum occupancy is 100)**
3. No portion of the sidewalk, entries, plaza walkway, passages, doors, aisles, vestibules, or other ways of access to the public utilities on Facilities premises are permitted to be obstructed, nor can any windows, ventilators, or lighting fixtures be obscured.
4. Permittee shall be responsible for all tables and chairs being returned to same placement as found. No equipment shall be removed from the Facilities at any time without prior written approval from the "City".
5. Confetti and/or glitter are prohibited. No decorative or other materials shall be taped, nailed, tacked, screwed, or otherwise physically attached to any walls, tables, ceilings, or floors. No fog machines, rice, sand, or sawdust are permitted on the premises.
6. Animals of any kind are not permitted in Facilities with the exception of assist dogs trained and in service to a physically impaired or challenged person and police dogs that are part of the City of Pilot Point's K-9 Unit.
7. No Permittee may solicit or collect donations at Facilities without approval of the City.
8. Any person entering the Facilities improperly attired shall be asked to leave by Permittee or security officer.
9. Discrimination against any person(s) with regard to race, color, religion, sex, national origin, age, or disability by any group or individual renting the Facilities is prohibited.
10. The "City" shall assume no responsibility for any property placed on or brought in its Facility and/or grounds and is released from any and all liability for loss, injury, or damage to persons or property that may be sustained by the use or occupancy of Facility.
11. The "City" is not responsible for any property left on the premises. All property of the Permittee needs to be removed by the end of the rental period. Any property remaining on Facilities premises is deemed abandoned by the Permittee and will be disposed of.
12. The Permittee assumes all responsibility for all damages to Facilities, property, furniture, and/or equipment provided by the City to the Permittee, as determined at the sole discretion of the "City". Damage incurred during an event will result in the loss of all or part of the Permittee's Reservation and Damage Deposit, and could result in additional charges depending on amount of damage. The amount deducted or charged will be equal to the cost to the City to repair the damage. Damage may jeopardize the Permittee's ability to reserve any of the City's Facilities in the future. The Permittee must notify the City Secretary or designee immediately if the room was damaged prior to the Permittee's entry. Failure to do so shall result in the presumption that any damage found at the end of the rental period resulted from the Permittee's use of Facilities.
13. Permittee, by the acceptance of the room reservation, assumes all liability and responsibility for injuries, claims, or suits for damages to person or property of whatever kind or character, whether real or asserted, occurring throughout the term of the reservation, commencing from the reservation of the room arising out of or by reason of the reservation and use of the room.
14. The Permittee indemnifies the City and holds it harmless from any neglect or misconduct on the part of the Permittee, its agents, servants, and employees.
15. Unless expressly stated to the contrary in these Policies, a violation of these Policies shall result in the forfeiture of any deposit or fee paid for a Facility reservation and jeopardize the Permittee's ability to reserve any of the City's Facilities in the future. Furthermore, nothing contained in these Policies shall be construed to limit the City's remedies to recover damages for violations of the policy.

N. CONTACT INFORMATION:

For questions or concerns regarding the rental of the Facility, during business hours, please call **(940) 686-5004**. After hours, or weekends please call (940) 368-4018 or (940) 395-8165.

In the event of an emergency, please call **9-1-1**. For non-emergency Police, Fire or Ambulance issues requiring assistance, please call (940) 686-2444 and the Denton County Sheriff's Department will dispatch a Pilot Point officer.

O. Policies Approval:

Policies adopted by the City Council for the City of Pilot Point, Texas on the 17th day of December 2014.