



City of Eden

P O Box 915, 120 Paint Rock Street, Eden, Texas 76837
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Burnes Civic Center Building Rental Rules

These rules (*the Rules") shall apply to the Building at Lee Pfluger Park and the premises situated thereon; these to be considered together herein as "the facility" or "the premises" unless otherwise specified.

1. There will be no free use of the facility except for City of Eden sponsored events.
2. The facilities may not be booked more than (12) twelve months in advance. Reservations will be on a first-come, first-serve basis.
 - a. All payments shall be remitted upon execution of this lease agreement.
 - b. Renter is responsible for anyone in attendance during the period of rental and for any damages resulting from any behavior or activity of each person attending.
 - c. Put tables and chairs back in locations as they were found prior to rental. It is Renter's responsibility to set up tables and chairs.
 - d. Fees are for ONE DAY USE only. Use of the facility prior to the day of rental for the purpose of decorating, setting up tables, etc. will constitute a fee of \$50.00 and can only be scheduled if someone else has not rented it on the day prior to your event
 - e. Key must be returned on the day after use or on the following business day if the use is on a holiday or weekend unless prior arrangements are made. Failure to return the key will constitute losing your deposit.
 - f. All decorations shall be removed by 9:00 A.M. the morning following rental.
 - g. A City employee will inspect the facility following the rental to assess clean-up and any damage. The City of Eden has full discretion to determine extent of damage and/or lack of clean-up. Extra clean-up shall cost Renter \$35.00 per hour
 - h. A \$300.00 damage deposit check will be left at the City of Eden office. Damages will be deducted from the deposit. The renter is responsible for damages exceeding the deposit. The deposit will be returned within 10 days after inspection of the facility if there is no damage to the building and all trash and litter (both in the facility and on surrounding public grounds) has been placed and secured in plastic bags and taken out to the dumpster.
 - i. Notice of cancellation must be received fourteen (14) days or more prior to an event. No refunds will be made on rental payments if cancellations are made with less than fourteen (14) days in advance notice; however, security deposits will be refunded
3. No tobacco products will be allowed within the building.
4. Order and discipline will be the responsibility of the group or person(s) reserving the facilities. They will be responsible for the following:
 - a. Alcohol usage will be left to the discretion of the group sponsoring the event. If alcohol is allowed to be served or brought onto the facility, a peace officer is required. Violation of this will result in the forfeiture of the entire deposit.
 - b. Teen activities must be chaperoned by no less than one adult per 15 teens.
 - c. All events at the facility must be concluded by 12:00 midnight on Sunday through Thursday and 1:00 A.M. on Friday and Saturday nights.

- d. Persons, groups or organizations failing to comply with these rules will not be permitted to use the facility again.
 - e. The Concho County Sheriff's Department, and other local law enforcement have the authority to enforce the rules and close the facility for violation of the rules.
5. Decorations:
- a. Use of aluminum or metal confetti is prohibited. These types of confetti cannot be cleaned up or disposed of. Do not use nails, screws, hot glue, tape, or staples on any interior or exterior walls.
 - b. Decorations on interior or exterior may only be attached to the red iron interior building columns or other materials such as plywood or poster board provided by renter.
6. Nothing is to be taken from the facility and no loan of any equipment is allowed.
7. Renter will be responsible for turning off all utilities and seeing that the building is properly locked when use of facility is terminated.
8. The City of Eden reserves the right to refuse use of the facility to any group or organization.
9. Written request for variance of any rules herein from these shall be submitted to the City of the Eden City Council for consideration no less than thirty (30) days prior to the rental date.
10. The City of Eden shall not be responsible for any of renter's personal property placed on the premises.
11. Renter may not assign or sublease its interest to anyone.
12. The City of Eden prohibits renter or anyone else from using inside the facility any flammable products such as, but not limited to, gasoline or other fuel, butane bottles, wood-burning cookers, or anything else that could possibly cause a fire hazard inside the building. Renter shall not bring or permit anyone else to bring into the facility anything that will cause a fire hazard in the facility. Cookers and Bar-B-Q Pits will not be placed on any concrete surfaces.
13. Renter is charged with knowing the local fire code and shall do all things necessary to ensure that the provisions of this fire code are met while Renter is renting the facility.
14. Renter agrees to indemnify, save and hold harmless from all any claims or liability for damages to any person or persons for injuries to persons or personal injuries resulting in the death of any person or loss or damage to property occasioned by or in connection with the use of the said rented premises caused by any source whatsoever including the negligence of The City of Eden, its agents, directors, officers, or representatives. Renter hereby assumes full responsibility for the character, acts, conduct and omissions of all persons admitted to the said rented premises or to any portion of the facility by the consent of the Renter or by or with consent of Renter's employees, agents, or any person acting for and on behalf of Renter.
15. This Agreement shall be governed, construed and interpreted under the laws of the State of Texas. Concho County, Texas will be the proper forum for resolving any and all disputes arising from this Agreement.

Rental Fees Per Day

Deposit	\$300.00
Kitchen Only	\$75.00
Small Conference Room Only	\$75.00
Kitchen Plus Small Conference Room	\$150.00
Entire Civic Center	\$250.00
Prior Day of Event Rental Decorating	\$50.00

I, RENTER, HAVE READ AND DO FULLY UNDERSTAND THE RULES STATED
HEREIN. I UNDERSTAND MY RESPONSIBILITIES FOR DAMAGES CAUSED
OR INJURIES SUSTAINED WHILE RENTING THE BUILDING.

Organization Name (if applicable)

Name of Responsible Party (please print)

Address

Telephone

Signature

Date

Date of Rental

Deposit Receipt No.

