



## ALAN E. SIMS CEDAR HILL RECREATION CENTER RENTAL POLICIES

310 E. PARKERVILLE RD • CEDAR HILL, TX 75104  
PHONE (972) 293-5288 FAX (972) 291-5909

<b>RESERVATION</b>	<p>The Alan E. Sims Cedar Hill Recreation Center Multipurpose Rooms can be reserved up to twelve (12) months in advance and no less than fourteen (14) days prior to event, on a first-come, first-serve basis. Lessee must be twenty-one (21) years of age or older to reserve the facility and must provide verification of age and physical address with current Texas Driver's License or Identification Card. Lessee is restricted to only one rental on the books at a time and rentals require a two (2) hour minimum. By signing the agreement contract, lessee confirms that the reservation is for his/her own personal use, and not for another individual or group. Lessee will be held responsible for the actions of his/her guests and must remain present during the entire rental to be sure that all policies and City ordinances are complied with.</p>								
<b>RENTAL HOURS/ MULTIPURPOSE ROOMS</b>	<p>The Alan E. Sims Cedar Hill Recreation Center features 5,400 square feet of versatile meeting space. Guests have the option of using the entire meeting space as one room or splitting the area into separate rooms (up to four individual rooms). Each room is adjacent to an outdoor patio and small pond with a beautiful fountain and offers a variety of audio/visual equipment for use. Although Alan E. Sims Cedar Hill Recreation Center Meeting room capacity has been set by the Cedar Hill Fire Marshal, <b>the number of rooms to be rented and capacity will be based on accommodations (space for dance floor, number of tables used, table arrangement) requested by the lessee. This will be determined by the Alan E. Sims Cedar Hill Recreation Center Staff.</b> The lessee and attendees are limited to only rooms designated in the Rental Agreement and assigned patio space. All other areas of the Recreation Center are off limits during rental times. Each multipurpose room includes 72" round tables with seating for 8, and 6' rectangular tables with seating for 3. Tables provided are subject to requests (see Room Set up below).</p> <p>Multipurpose Rooms can only be rented during the following hours:</p> <table style="margin-left: 20px;"> <tr> <td><b>Monday-Thursday</b></td> <td><b>6:00 a.m. – 5:00 p.m.</b></td> </tr> <tr> <td><b>Friday</b></td> <td><b>6:00 a.m. – 12:00 a.m.</b></td> </tr> <tr> <td><b>Saturday</b></td> <td><b>8:30 a.m. – 12:00 a.m.</b></td> </tr> <tr> <td><b>Sunday</b></td> <td><b>1:30 p.m. – 9:00 p.m.</b></td> </tr> </table> <p>Rental Hours are specified on the contract and must include time for decorating, clean up and removal of property. The room(s) must be vacated and all items must be removed by the end of the rental time. Lessee and/or other member of the lessee's party will not be allowed in the rented room(s) until the rental hours begin, and cannot occupy the rented room past the rental time on the contract. It is the lessee's responsibility to notify their caterer, decorators, planners, florists, and/or delivery company of their rental hours. Lessee or an event representative designated by the lessee must be available to accept deliveries. <b>Early entry or late vacating will result in a forfeiture of the full rental deposit. On the day of their event, the lessee or an event representative designated by the lessee, is required to Check-In at the main desk of the Recreation Center to complete a Rental Inspection Form with the Supervisor on Duty. The lessee, or an event representative designated by the lessee, is also required to notify the Supervisor on Duty at the end of their rental time to complete the Rental Inspection Form. Failure to checkout with the Supervisor on Duty will result in forfeiture of deposit.</b></p>	<b>Monday-Thursday</b>	<b>6:00 a.m. – 5:00 p.m.</b>	<b>Friday</b>	<b>6:00 a.m. – 12:00 a.m.</b>	<b>Saturday</b>	<b>8:30 a.m. – 12:00 a.m.</b>	<b>Sunday</b>	<b>1:30 p.m. – 9:00 p.m.</b>
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<p><b>DEPOSIT/FEEES</b></p>	<p><b>DAMAGE DEPOSIT AND TOTAL RENTAL FEES ARE DUE AT THE TIME OF RESERVATION.</b> The deposit is not applied towards the rental fee, and will be refunded in full when all conditions specified on the contract are met. Payment will be accepted in the form of cash, check or credit card (Visa, Master Card and American Express accepted). <b>Any violation of the contract or policies/procedures will result in a forfeiture of the full rental deposit.</b> Deposit fees paid by credit card (Visa, Master Card, American Express), will be credited back to the same account within 30 business days. If paid by check or cash, deposit will be refunded within 30 business days, in the form of a City of Cedar Hill check that will be mailed to the lessee. Any fees paid for hours not used by the Lessee, will not be refunded.</p>
<p><b>CANCELLATION/CHANGES</b></p>	<p><b>All cancellations must be made by the contract holder and in writing at the Recreation Center.</b> Cancellations made at least sixty (60) days prior to the rental will qualify for a full refund of rental deposit and rental fees, cancellations made at least thirty (30) days prior to the rental will qualify for a refund of rental fees only, and any cancellations made within thirty (30) days of the event will result in forfeiture of rental deposit and all rental fees. Changes to the executed contracts and payments for an outstanding balance due can be made up to thirty (30) days prior to the event. Any changes or payments made within thirty (30) days of the event will result in an additional \$25 administration fee added to the account. <b>No reservation changes will be accepted on the day prior to, or on the day of the rental. Any account balance not paid in full 14 days prior to the event will result in a cancellation of the rental, and a forfeiture of the deposit and all rental fees.</b></p>
<p><b>KITCHEN/CATERING</b></p>	<p>A commercial kitchen is also available for rent on a first-come, first-serve basis. The Kitchen can only be rented to one (1) party at a time and is available for \$30 per hour. NO food or beverages can be left/stored in the Kitchen after your rental time is complete (this includes the refrigerator, stove and counters). The kitchen area should be cleaned prior to checkout. <b>Early entry or late vacating will result in a forfeiture of the full rental deposit.</b> Catering services are allowed inside each of the multipurpose rooms and are subject to the rental policies. Sterno cans are allowed for catering purposes.</p>
<p><b>EVENT SET UP</b></p> <p><b>INITIALS_____</b></p>	<p>Tables and chairs are included in the rental and will be arranged according to the event setup form provided by the lessee. <b>Any tables/chairs utilized on the patio space must be setup and broken down by the lessee.</b> The set up must adhere to fire code and must be approved by Recreation Center Staff. <b>Event setup form is due in no later than 1 week prior to event.</b> If form is not turned in by lessee, the layout will be determined by the Recreation Center staff. Once the set up is completed, any changes are the responsibility of the renter. Linens are not included.</p>
<p><b>EQUIPMENT</b></p>	<p>The Alan E. Sims Cedar Hill Recreation Center offers the following amenities for your use during the rental at no additional charge: wireless internet, easel, flip chart/markers, and podium. Also, the following Audio/Video equipment is available: LCD projector, projection screen, hands free microphones, handheld microphones, DVD/CD/MP3 player (compatible for iPods), and plasma TV. Staging/riser is available for an additional fee (\$25 per 4' x 8' section, 8 sections, skirting included). <b>Any lessee issued equipment by the Recreation Center, will be subjected to a deposit penalty if such equipment is not returned or is damaged. Lessee may not alter or move Audio/Video Equipment. All equipment and amenities (including window shades), are provided "As is" at the time of your event, and the Alan E. Sims CHRC is not liable for faulty equipment.</b></p>
<p><b>DECORATIONS</b></p>	<p><b>All decorations must be removed from the room(s) by the end of the rental time. Decorations may not be nailed, stapled, taped or otherwise attached to any part of the walls, ceilings and floors.</b> Air or helium-filled balloons must be weighted down or tied to chairs. DO NOT release balloons outside. Glitter, confetti and other small items are prohibited. Any inflatables or other special requests must be requested in person prior to your event to get approval. No open</p>

	flames are allowed and all candles must be contained. All special requests may be subject to additional liability insurance.
<b>MUSIC/NOISE LEVEL</b> <b>INITIALS_____</b>	Music/noise level must be appropriate, as to not disturb regular operations or other facility rentals. Noise level must be kept at a reasonable level as dictated by Supervisor on Duty. Music is not allowed on adjacent patios or outside the facility. <b>Any amplified sound (live band, DJ, etc.) requires renting all four meeting rooms (5400 sq. ft.). Any rental less than all four meeting rooms are required to use our speaker system, including a hired DJ.</b>
<b>CLEAN UP</b>	The lessee is required to leave the room(s) in the same clean condition they received it. Broom, mop, trash bags and other cleaning supplies will be provided to the lessee by request. <b>Room(s) must be swept, tables must be wiped down, and kitchen must be mopped. All decorations, litter and other debris must be disposed of properly. Trash must be bagged and placed in the appropriate container outside the building. Clean Up must be completed before the end of your rental time.</b> The Alan E. Sims Recreation Center will not store nor be held liable for property left on the premises. Any property left by lessee or other guests will be disposed at the discretion of the Recreation Center Staff. <b>Rooms not cleaned properly or trash not disposed of properly by the lessee, will result in a forfeiture of the full rental deposit.</b>
<b>ALCOHOL</b>	Events serving alcohol are required to purchase an alcohol permit for \$50.00 and to reserve on-site Cedar Hill Police Department officers(s) through the Recreation Center <b>(1 officer per 125 guests is required, \$55 per hour per officer, for a minimum of four (4) hours). Officers must be present from the time alcohol is served until the end of the reserved time. Serving alcohol prior to the reserved time or failure to reserve police officers for an event serving alcohol will result in the event being shut down and all attendees required to vacate the premises immediately.</b> Full rental deposit and all fees will be forfeited in this instance. <b>ALL ALCOHOL AND SECURITY FEES MUST BE PAID AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT TO ENSURE PRIVILEGES.</b>
<b>YOUTH/TEEN EVENTS</b>	Events with fifty (50) or less youth/teens are required to have a chaperone ration of 1 adult per 10 youth. All events with fifty (50) or more youth/teens (ages 12 through and including 21) will be required to reserve on-site Cedar Hill Police Department officers(s) through the Recreation Center (1 officer per 50 youth is required, \$50 per hour per officer, for a minimum of four (4) hours). Officers must be present from the time of the event (not including time allotted for decorating) until the end of the reserved time. <b>Failure to reserve police officers for a youth/teen event or maintain sufficient number of chaperone's present for the entire event, will result in the event being shut down and all attendees required to vacate the premises immediately. Full deposit and all paid fees will be forfeited in this instance.</b> If Recreation Staff determines that the party is out of control, Staff has the right to cancel the party and all attendees will be required to vacate the premises immediately. Full deposit and all paid fees will be forfeited in this instance. <b>SECURITY FEES MUST BE PAID AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT TO ENSURE PRIVILEGES.</b>
<b>SECURITY</b>	When security personnel are requested by the lessee, or when the City determined that security personnel are necessary for any event hosted by the Lessee, the Cedar Hill Police Department shall determine and assign an appropriate number of police officers to provide security. Whether security personnel are requested by the Lessee or required by the City, Lessee agrees to pay the City its established rate of pay for the police officers (\$50 per hour, per police officer). Lessee acknowledges and agrees that the police personnel assigned to provide security may consist of armed uniformed officers, armed plain-clothes officers, K-9 units, and/or other specialized law enforcement units, the necessity of which shall be determined by the Cedar Hill Police Department. Lessee hereby waives and releases any and all claims against the City and its police officers, elected officials, employees, agents and representatives for any and all claims for damages, including but not limited to damages for death, personal injury, and/or

	property damage, arising from or relating to the City’s provision of police personnel under the rental agreement.
CITY PROVISIONS	<ul style="list-style-type: none"> <li>▪ Standard City of Cedar Hill Ordinances and facility rules apply.</li> <li>▪ The Alan E. Sims Recreation Center is a non-smoking building. Approved outdoor smoking areas are available.</li> <li>▪ No damage to facility, profanity or fighting.</li> <li>▪ No gambling, lottery or bingo will be allowed in the Center or surrounding parking lot area, with the exception of IRS designated non-profit organizations that may have a Casino Night for charitable purposes.</li> <li>▪ Lessees may not charge money for programs when renting the facility, including entry fee and concessions, with the exception of IRS designated non-profit organizations.</li> <li>▪ No sign may be placed on the exterior or interior of the premises. Exceptions may be made for events occupying the entire Recreation Center, and are subject to approval by the Recreation Center Staff.</li> <li>▪ Throwing rice is prohibited inside and outside of the Recreation Center. Birdseed is allowed only outside of the Recreation Center.</li> <li>▪ Bubbles and real flower petals (thrown or on the floor/ground) will only be allowed outside the recreation Center</li> <li>▪ Fireworks, sparklers, smoke bombs, fog machines, etc. are strictly prohibited on the Recreation Center Property.</li> <li>▪ No live animals, birds, reptiles, insects or amphibians, domestic or otherwise, may enter the Center without prior written consent. Exceptions will be made in accordance with the Americans with Disability Act.</li> <li>▪ No person, including a person licensed to carry a concealed handgun under Article 4413(29ee), Texas Revised Civil Statutes, shall carry a handgun on or about his or her person on any premises owned, leased, operated or controlled by the City of Cedar Hill.</li> <li>▪ The Alan E. Sims Cedar Hill Recreation Center may, at its sole discretion, and upon twenty (20) days’ notice, require Client to obtain public liability and property damage insurance. If so required, the lessee shall provide the Recreation Center with evidence of required insurance at least 10 days prior to the event. Failure to comply by deadline will result in event cancellation. Full deposit and all paid fees will be forfeited in this instance.</li> <li>▪ The Recreation Center retains the exclusive right to deny access for any event which may be offensive, inappropriate, unsafe, unsuitable, or violates the expressed nature of the event. In such case, the Recreation Center may immediately cancel this agreement without advance notice.</li> <li>▪ Lessee may not assign their agreement or sublet any portion of the Recreation Center without the prior written consent of the Recreation Center, or occupy the premises for any purpose not expressly authorized under the Agreement.</li> <li>▪ The Recreation Center staff, law enforcement officer, or other designated representative, shall have the right to enter any portion of the reserved space for any purpose whatsoever.</li> <li>▪ <b>If the Recreation Center is closed due to inclement weather or an unforeseen emergency, the lessee will be contacted via phone at the time of closure, and a full refund for the event will be honored.</b></li> <li>▪ <b>The City of Cedar Hill reserves the right to shut down an event at any time for violations of the rental contract or city policies and ordinances. Full deposit and all paid fees will be forfeited in this instance.</b></li> </ul>
LIABILITY	<b>THE LICENSEE ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE CITY,</b>

<b>LIABILITY</b>	<p><b>AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES AND COSTS OF COURT, FOR INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE USE OF THE FACILITY OR THE PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THE SERVICES DESCRIBED HEREUNDER, OR IN ANY WAY RESULTING FROM OR ARISING OUT OF THE MANAGEMENT, SUPERVISION, MAINTENANCE, ADJUSTMENT OR OPERATION OF THE FACILITY, EVEN IF ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS THE DIRECT OR INDIRECT RESULT OF ANY NEGLIGENCE OR FAULT OF THE CITY OF CEDAR HILL OR ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES. LICENSEE AGREES AND ACKNOWLEDGES THAT THIS INDEMNITY PROVISION SATISFIES THE REQUIREMENTS OF ALL RULES OF ENFORCEMENT OF THE STATE OF TEXAS INCLUDING, BUT NOT LIMITED TO, THE CLEAR AND UNEQUIVOCAL RULE, EXPRESS NEGLIGENCE OR EXPRESS FAULT RULES, AND THE CONSPICUOUSNESS DOCTRINE.</b></p>
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**LESSEE INITIALS**

I have received a copy of the Recreation Center Rental Policies, and reviewed them with the Event Coordinator. \_\_\_\_\_

I have received a copy of the executed contract for my rental. \_\_\_\_\_

I have received a copy of the room Set Up form to complete. \_\_\_\_\_

*The undersigned has read and on behalf of the Licensee agrees to be bound by their Permit/License and the Terms and conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.*

**LESSEE**

**CITY OF CEDAR HILL**

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