



RED OAK MUNICIPAL CENTER

EVENT INFORMATION

Event # _____

Type of event _____ Host _____

Date : _____ Time : Began _____ Conclude _____ Prep. Time: _____ Tear Down _____

Estimated number of participants _____ Confirmed _____ Alcohol _____

Location _____ Style of Dining _____ Cutlery _____

Agreement with: _____ Phone _____ Phone _____

E-Mail _____

Address _____

_____ Payment _____ D.L.# _____

1st Contact _____ Phone _____ Phone _____

E-mail _____

2nd Contact _____ Phone _____ Phone _____

E-mail _____

Caterer _____ Phone Number _____

Address _____ Contact _____

_____ E-mail _____

Other Venders:

Reminder: At the end of the event,
please take trash to dumpster and
stack chairs 8 high next to the tables.
Thank you.



AGREEMENT
FOR USE OF RED OAK MUNICIPAL CENTER

Event # _____

**This agreement is made by and between the CITY OF
RED OAK, ELLIS COUNTY, TEXAS AND**

_____,
Hereinafter referred to as the "USER", whose agreement to the terms and conditions contained herein is acknowledged by the signature of the USER or its authorized representative. Entered into this _____ day of _____, _____, for the exclusive purpose of _____ to begin at _____ o'clock _____ m. on the _____ day of _____, _____, and ending at _____ o'clock _____ m. on the _____ day of _____, _____.

THE RED OAK MUNICIPAL CENTER, hereinafter referred to as "CENTER", is intended for the use and enjoyment of the community and to promote the safety and success of every event. To assure this, the USER of the CENTER must agree to comply with the following terms and conditions. It is agreed and understood by the USER that:

1. It is the responsibility of the User of the Center to leave the room(s) in as neat and clean condition as it was in the beginning of the term of use.
2. User also assumes full responsibility for the care of the building, furnishings, plumbing fixtures and surrounding premises against any and all damages and breakage, and will not deface the walls or any portion of the building by the use of nails, tacks, etc., it is further expressly acknowledged that the User is responsible and liable for any and all damages caused to the Center during the term of usage, whether such damages occur by any act other than an "ACT OF GOD". Any damage to the Center that is found by the User shall be reported immediately to the Center's staff.
3. Cleaning and damage deposit will be established upon signing of the agreement. After the event, if there is no damage, and clean-up requirements have been met, deposit will be refunded within 30 days.
4. Consumption of alcohol is forbidden unless in compliance with the Texas Alcohol Beverage Commission and the Red Oak Municipal Center Alcohol Policies. (See Alcohol Policies).

It is agreed that smoking inside the Center is prohibited by agreement and in compliance with city ordinance and state law. It is the responsibility of the

- User to insure that no smoking is allowed inside the Center during the term of use agreed upon with the Center.
5. User agrees to insure that any and all activities in the Center during the period agreed upon will be supervised at all times by responsible adults. No unsupervised children will be permitted on the facilities.
 6. A non-refundable deposit of half the room rate will be required upon signing of agreement to guarantee the requested room and date of event.
 7. Catering either commercial or private sources are subject to the Red Oak Municipal Center Catering Fees and the City of Red Oak Health Department Standards (See Catering fees).
 8. If the Director of the Red Oak Municipal Center determines a possible need for insurance due to the number of participants or the activity of an event, the User will provide or see that there is provided to the Red Oak Municipal Center management, a certificate of insurance proving that the User has in force and effect insurance as follows (all of which shall show the City of Red Oak and the Red Oak Municipal Center as an additional insured):
 - A. Workers compensation insurance as required by law.
 - B. Employers liability insurance in an aggregate amount of not less than:
 - \$ 100,000.00 each accident
 - \$ 500,000.00 Disease-policy limit
 - \$ 100,000.00 Disease-each employee
 - C. Texas and/or all state's endorsement attached.
 - D. Comprehensive general liability insurance, including products and liquor liability with not less than the following limits:
 - \$1,000,000.00 General Aggregate
 - \$1,000,000.00 Products/completed Operations Aggregate
 - \$ 500,000.00 Each Occurrence Limit
 - \$ 50,000.00 Fire Legal Liability
 - \$ 5,000.00 Premises Medical Payments
 - E. Automobile liability insurance with limits of not less than \$500,000.00 combined single limit. An umbrella liability insurance policy with limits of at least \$1,000,000.00 in excess of the primary policies.
 9. The signature of the USER on this agreement indicates that USER has read and agrees to and will comply with all rules, regulations and policies regarding said event. Non-compliance with this agreement will result in termination of event and the forfeiture of all deposits and rental fees.
 10. All disputes concerning rules and regulations and fees will be settled at the discretion of the Director of the Red Oak Municipal Center.

For the use of Space _____,
USER hereby agrees to pay Center the sum of _____ Dollars (\$ _____), and
additional charges of _____ Dollars (\$ _____).
_____ Dollars (\$ _____),
_____ Dollars (\$ _____),
_____ Dollars (\$ _____),
_____ Dollars (\$ _____),

TOTAL: _____ Dollars (\$ _____).

USER _____ and CENTER have
signed this agreement on the _____ day of _____, _____.

USER/Representative

Red Oak Municipal Center
Director



Red Oak Municipal Center

RULES AND REGULATION

1. The Red Oak City Council, through its authorized representatives, will enter into agreements with the USER.
2. Terms of the agreement shall constitute the full and complete agreement between the parties. No verbal or written agreement shall alter the agreement unless both the Center Staff and the USER consent to the terms specified in a new agreement. **A date is not considered firm until a signed agreement and deposit is received by the Center.**
3. In event that (1) USER does not comply with the terms and provisions of the agreement or (2) USER causes damage to the premises or any part of the Center, the Center Staff may choose to terminate the agreement. The Center Director has the right to retain any rental fees or deposits to apply toward payment of repairs and/or replacement costs.
4. The Center Staff representatives shall be permitted to schedule more than one event to take place on the premises at the same time.
5. USER will not be permitted to obstruct or interfere with the rights of other users.
6. The Center cannot be used by any individual, group or organization without a signed agreement.
7. Rental rates shall be the rates that are in effect on the date of the event. Rental rates, fees and policies are established by the City Council, and are subject to change. Any addendum or ordinance shall have precedence over any conflicting provisions of any agreement with the City of Red Oak.
8. USER shall have no attendance greater than the maximum occupancy figures established by the Red Oak Fire Department.
9. USER agrees to leave the premises in the condition in which it was found. **Failure to do so will result in additional fees.**
10. USER agrees to assume all responsibility for any damages to the premises and/or property of the Center as a result of their usage. The Center Director will be allowed a 24-hour period following the event to determine and assess any damages.
11. Smoking is allowed only in designated areas outside of the building. Use of ANY tobacco products is prohibited inside the Center.
12. Consumption of alcohol is forbidden unless in compliance with the Texas Alcohol Beverage Commission and the Red Oak Municipal Center Alcohol Policies.

13. No gambling, lottery or bingo will be allowed in the Center Building or surrounding parking areas. Exception: IRS designated non-profit organizations may have a Casino Night for charitable causes only. Raffles may be held in accordance with the Charitable Raffles Enabling Act.

14. The Director reserves the right to determine the need for police and/or fire security at an event and will provide USER a list of approved security personnel allowed at the Center. USER will be responsible for security expenses, which will be paid directly to the security personnel **PRIOR TO THE START OF THE EVENT**. If USER refuses to assume the cost for security, then the agreement shall be void and the reservation will be canceled.

15. USER is responsible for notifying the Director of intent to use the services of a caterer for their event. The Director reserves the right to deny any caterer's services on the premises. **The length required for a catering service to set-up or take down for any event shall be included in the USER'S rental cost calculation and agreement.**

16. Tables used for serving or dining purposes must be covered.

17. USER is responsible for notifying the Director of room set-up at least 15 working days prior to the event. Only Center personnel or authorized individuals shall be permitted to set-up, break down or rearrange Center property. The Director reserves the right to determine the need for additional charges for set-up changes. Additional fees will be charged for a rearrangement on the day of an event.

18. Nothing may be affixed to any part of the premises without explicit approval of the Director. All decorative materials must be "flameproof". Crepe paper must be water-soluble. Absolutely no Silly String or similar products are allowed in the Center.

19. Incendiary Class 3 fireworks, such as sparklers, are prohibited at the Center. Blowing bubbles, throwing rice, confetti, birdseed, rose petals or any other material is restricted to the parking areas only. USER will be assessed a cleanup fee for violating this rule.

20. All decorations must be approved in advanced by the Center Staff. Decorations, which are prohibited include but are not limited to straw, hay, glitter, confetti, sequins and artificial snow. Balloons may be filled with air or helium only. All balloons must be removed from the premises at the end of the event.

21. No vehicles are permitted in the Center, on the walkways or terrace of the Center, without written permission of Center Staff, and must abide by the safety standards established by the Red Oak Fire Marshall.

22. All materials to be used in events must be loaded and unloaded at service entrance only.

23. A non-refundable deposit of half the room rate will be required upon signing of the agreement to guarantee the requested room and date of event. Balance to be paid no later than 30 days prior to event. Cancellation within 30 days of event will result in forfeiture of all monies.

I, _____ will abide by these rules and regulations.
Event # _____

Red Oak Municipal Center Staff Member _____
Date: _____



RED OAK MUNICIPAL CENTER
Alcohol Policy

No alcohol will be served when city offices or library are open or when city council or board meetings are in progress.

A Texas Alcohol Beverage Commission Licensed Bartender must serve all Alcohol. The bartender(s) must have their license with them at the time of the event.

One uniformed Texas Peace Officer per 100 guests must be present during the time that alcohol is being served and 30 minutes after the serving of alcohol ends. These officers are to be paid by the lessee \$30 per hour with a minimum of 4 hours. When it is determined that security will be needed, the staff of the Red Oak Municipal Center will be responsible for contacting the officers and scheduling their services for the event.

Police Officer and Bartenders are to be paid at the beginning of the event.

No Cash Bars are permitted. Drink tickets are permitted only if the ticket was given or purchased at another location prior to the event. Guests will be served one drink per trip to the bar.

All alcohol that will be consumed at the event must be delivered before the event starts. In other words no "Beer Runs". At the conclusion of the event the lessee is responsible for properly removing all alcohol from the Municipal Center.

General access to Champaign Fountains or punch bowls containing alcohol will not be allowed.

No alcohol may be taken out of the room during or after the event. Anyone doing so will be subject to citation or arrest.

The serving of alcohol is to stop 30 minutes before the scheduled end of the event.

These polices have been adopted to adhere to state law, city ordinances, to promote public safety and success of the event. Violations of this policy will result in the termination of the event.

I, _____ have read and will adhere to these polices.

Red Oak Municipal Center Staff Member _____

Event # _____ Date _____