

City of Live Oak Facility Rental Agreement CLUBHOUSE

Date of Rental: _____

Name: _____

Complete Address: _____

Phone Number: _____

I have read and understand the Information Sheet that was provided prior to the execution of this contract.

Number of guests in attendance: _____ **Maximum** occupancy is 72 people.

Will alcohol be served or consumed? If alcohol is served or consumed, a Live Oak peace officer must be present; a peace officer with any other agency is not permitted to handle security in any city facility. Call **210-945-1700** to reserve an officer at your own expense.

Will food service be on site? This includes food trucks, caterers, or any other hired food service.
Call **210-653-1829** to apply for a permit at your own expense. Operating without a permit is a violation of city ordinance.

Please initial each statement

 Clubhouse rental period is from 10:00 A.M. to 10:00 P.M. on day of rental. The facility is not available for access or setup prior to the designated rental period. **No exceptions.**

 No decorations shall be attached, taped, stapled, pinned, adhered, or in any way fastened to the walls, ceilings, light fixtures, windows, or any other surface.

 Facility key **MUST** be picked up on Friday for that weekend's rental. The key can be picked up at the Public Works building during business hours from 8am-4:45pm. Keys must be returned the same day of rental to the utility payment drop box located in front of City Hall. **A fee of \$100** will be assessed if a city employee must be called out to open the facility, **No Exceptions.** Should you fail to pick up the facility key, please call police dispatch at 210-653-0033.

 Clubhouse rental does **NOT** include swimming pool or patio access.

Lessee expressly covenants & agrees as follows: Please initial each statement

 LESSEE will be financially liable for all damages to the premises that occur during the period of the lease.

 LESSEE shall undertake no alteration of any nature on the leased premises.

 The City of Live Oak reserves the right to regulate the erection or posting of signs on the premises.

 LESSEE shall not assign, sublet, mortgage, or pledge this lease, nor let the whole or any part of the premises described above.

 LESSEE agrees to restore the premises to a degree of order and cleanliness acceptable to the City of Live Oak.

 LESSEE shall not remove any of the chairs or folding tables from the Clubhouse. These items ARE NOT to be used outdoors as they are for the sole use of the Clubhouse ONLY.

LESSEE agrees that his/her occupancy shall be conducted in such a manner as to not create any nuisance nor interfere with, annoy, or disturb neighbors.

LESSEE will be present at all times during the period of this lease and will have a copy of the FACILITY RENTAL AGREEMENT at all times during the period of lease. In addition, will acknowledge City of Live Oak authority to remove from the premises those in attendance if herein named LESSEE is not present.

LESSEE agrees and understands that the City Manager is the final authority on matters pertaining to the lease and that his/her decision is final and binding.

No inflatables are allowed at any City venue; indoors or outdoors.

LESSEE agrees that the premises are suitable for his use and that the LESSEE and or his guests waive any losses or claims, whether known or unknown which arise during the duration of this Lease Agreement by LESSEE or his guests occupying the premises shall not be reason or ground for any claim of action against the CITY OF LIVE OAK and LESSEE agrees to release and forever discharge the CITY OF LIVE OAK from any and all such claims or losses.

LESSEE understands that City facilities are under 24-hour security surveillance and monitoring.

LESSEE MAY CANCEL OR RE-BOOK THIS LEASE AT ANY TIME **PRIOR TO 7 DAYS BEFORE DATE OF RENTAL** AND WILL BE **SUBJECT TO A FORFEITURE OF 1/2 THE RENTAL CHARGE (\$150.00)**. CANCELLATIONS OR RE-BOOKINGS OCCURING LESS THAN 7 DAYS BEFORE THE RENTAL DATE **WILL FORFEIT THE ENTIRE RENTAL CHARGE**. THE SECURITY DEPOSIT WILL NOT BE AFFECTED DUE TO CANCELLATION OR RE-BOOKING AND LESSEE WILL RECEIVE A FULL REFUND OF THE DEPOSIT.

BY SIGNING THIS CONTRACT, I AGREE TO THE TERMS AND CONDITIONS OF THIS DOCUMENT.

LESSEE SIGNATURE: _____ DATE: _____

CITY REPRESENTATIVE SIGNATURE: _____ DATE: _____

Internal Use Only:

Saturday / Sunday Rental: _____ Rental Fee: \$300.00 _____ Deposit: \$300.00
Receipt No: _____ Photo ID Presented: _____ Expiration Date: _____

Clubhouse Information Sheet

1. **Can we set up a bounce house, petting zoo, piñata etc.?** The city does not allow the use of bounce houses or petting zoos on city property. You may however hang a piñata on an available tree outside the clubhouse. It is your responsibility to clean up any mess that you make.
2. **What does the city provide me with cleaning?** The city will provide 4 trash bins with liners. Any additional trash you have that will not fit in the bins provided will need to be disposed of using your own liners. All trash is to be taken outside to the WM trash carts. No trash shall be left outside the WM carts or inside in the facility. All other cleaning supplies are the lessee's responsibility.
3. **May I bring my own BBQ pit?** BBQ pits are permitted. The pit ***CANNOT*** be placed in such a way that it interferes with sidewalk or parking lot access and must be 10 feet away from all buildings & vehicles. There are also some BBQ pits located on the side of the clubhouse in the small park area. These pits are on a first come, first serve basis.
4. **What parking is available for my event?** The Clubhouse and Municipal Swimming Pool share a parking lot and sidewalk. There is additional parking across the street in an overflow parking lot. All traffic laws are to be obeyed, and they will be enforced. Please do not park in non-designated spots, in handicap parking spots or in employee parking.
5. **May I use confetti, birdseed, rice etc.?** These items are prohibited indoors and outdoors. Bubbles are permitted.
6. **Are open flames such as candles and chafing dishes allowed?** Candles are not permitted at the Clubhouse; however, chafing dishes are permitted.
7. **How many tables and chairs are in the clubhouse?** The following is a list of tables and chairs available for your use:
 - (10) Round Tables – 5 ft.
 - (8) Rectangular Tables - 6.5 ft. x 2.5 in.
 - (75) Folding Chairs
8. **Can we set up tables, chairs, canopies etc. outside of the clubhouse?** You may bring additional tables and chairs to be used outside; however, no furniture is to leave the clubhouse building. Please remember to keep the sidewalks and parking lot clear as this is a shared facility. Canopies limited to 10x10 feet are permitted if held by weights. Staking into the ground is prohibited.
9. **Can I enter the building early to set up?** Unfortunately, you may not enter the building until 10:00 a.m. on the day of rental. *Absolutely no exceptions.* Failure to abide by this policy will result in forfeiture of the security deposit.
10. **Can I change the thermostat?** Yes. There are 2 thermostats in the building; one in the main room, and one between the bathroom doors. The temperature must be set back to 74 degrees upon departure. During colder months, please change it back to 68 degrees (if on heat) upon departure.
11. **What decorations can we use?** Decorations should be freestanding and not interfere with the building structure. Please do not fasten or adhere, **in any way**, decorations to

any surface including walls, ceilings, countertops, etc. Failure to follow decorating guidelines may result in a forfeiture of security deposit.

- 12. May we use the television?** Yes. Please do not download any apps. If you sign in to any streaming services, please sign-out upon departure. We are not responsible for any accounts left open and used by any other individuals. Due to 24-hour surveillance, there is no expectation of privacy. Use discretion when viewing content.

****If you have questions pertaining to your reservation or contract, or would like more information on reserving the Clubhouse, please contact Public Works at 210-653-9143.**