

THE CITY OF

BALCH SPRINGS

LIBRARY LEARNING CENTER

**Balch Springs Library – Learning Center
 Dr. Larry “T-Byrd” Gordon Theatre & Library Classroom
 City of Balch Springs Rental Agreement**

The Balch Springs Library – Learning Center, City of Balch Springs, located at 12450 Elam Rd., Balch Springs, TX, 75180 hereby grants Customer (hereinafter called the “Lessee”) or designated representative, permission to use the facilities outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement. **All reservations must be approved by the Library Director. Reservations will only be accepted from persons 21 years of age or older.**

A reservation is not confirmed until a fully executed Rental Agreement and deposit have been received by the library. Rental deposit must be paid at least 30 prior to the event date. Full payment must be received 7 days prior to the event date or the deposit will be forfeited and reservation will not be guaranteed.

LESSEE INFORMATION:

Print Last Name	First Name	Today’s Date
Mailing Address: _____ Apartment # _____		
City: _____	State: _____	Zip _____
Home Phone Number: _____ Work Phone: _____		
Cell Phone Number: _____ Email address _____		
Driver’s License Number: _____ *MUST BE VALID ID (Attach a copy)		
Requested reservation date _____ Time requested _____		
Room requested (check one): THEATRE _____ CLASSROOM _____		
Is sound or projector equipment needed? (Check one) YES ____ NO ____		
If yes, what type of equipment? _____		
Give a detailed description of use: _____		

DEPOSIT INFORMATION:

- I UNDERSTAND THAT ANY VIOLATION OF THE LISTED POLICIES WILL RESULT IN FORFEITURE OF DEPOSIT AND POSSIBLE REFUSAL OF RENTAL TO ANY CITIZEN, ORGANIZATION OR PERSONS. _____(Initial)
- NOTIFICATION OF CANCELLATION OF AN EVENT MUST BE RECEIVED IN WRITING PRIOR TO THE EVENT AND ACCORDING TO THE RENTAL AGREEMENT TO RECEIVE A REFUND OF DEPOSIT AND RENTAL FEES. NOTIFICATION OF CANCELLATION RECEIVED AFTER THIS DEADLINE WILL RESULT IN FORFEITURE OF THE ENTIRE CONTRACT AMOUNT AND DEPOSIT. ALL CANCELLATIONS MUST BE RECEIVED IN WRITING AND APPROVED BY THE LIBRARY DIRECTOR. _____(Initial)
- **Any damages caused by guests of Lessee will be the responsibility of Lessee.** The reservation deposit shall be refunded to Lessee according to individual fee schedules less any additional charges incurred by Lessee. _____(Initial)
- **Event set-up, decorating and clean up time should be included in the total rental time for the event. Events extending past the contracted time will be subject to the per hour rate, staffing and/or off Duty Officer fees, and any other fees associated with the continuation of services related to event and forfeiture of deposit.** _____(Initial)

Dr. Larry "T-Byrd" Gordon Theatre & Library Classroom Reservation Information

The following rules apply to the Larry "T-Byrd" Gordon Theatre and Library Classroom rental. Please read through each section and sign the last page verifying that you understand and agree with this rental agreement.

1. The theatre or classroom may be rented out by the hour with the following restrictions: no religious services or affiliation; no political or campaign activities.
2. Sub-leasing is not allowed.
3. Must be 21 years of age or above to rent rooms.
4. Reservations are taken on a first come-first serve basis. Library programs take precedence over rentals and have first priority over the use of the facility.
5. Reservations can be made in person at the library during regular business hours, Monday through Friday, 10:00 a.m. to 5:00 p.m. Reservations will not be taken on weekends or over the phone.
6. All groups renting the Library facility must post a disclaimer on all printed marketing material stating "The City of Balch Springs and the Balch Springs Library – Learning Center are not connected with this meeting, and neither the City nor the Library endorses positions expressed by groups sponsoring this event."
7. Balch Springs Library retains the exclusive right to deny access for any event which may be offensive, inappropriate, unsafe, and unsuitable or violates the expressed nature of event. In such case, Library Staff may immediately cancel this Agreement without notice. Lessee and guests of lessee are required to adhere to the Library policies and instructions from Library staff. Failure to comply may result in closing the event early and forfeiture of fees. Library Staff reserves the right to exclude any group or individual from future rentals of City facility based on violations of the above rules.

8. Groups wishing to exhibit, perform, duplicate or distribute copyrighted material in the library, both print and non-print, must secure a license or permission to do so.
9. Lessee and their guests are only allowed to use the facilities for which they have paid (IE theatre does not give access to classroom). Using other parts of the library during rental period must be approved by the Library Director.
10. Any individual or group wishing to move tables and chairs must have authorization from the director.
 - a. The theatre rental includes 100 chairs and 1 podium.
 - b. The classroom rental includes 10 tables, 20 chairs, and 1 podium.
11. Groups using the facility must provide their own supplies. The library will not provide supplies for any group including tape, scissors, staples or copies.
12. Event set-up, decorating and clean up time should be included in the total rental time for the event. Events extending past the contracted time will be subject to the per hour rate, staffing and/or off-duty police officer fees, and any other fees associated with the continuation of services related to event.

Additional information:

 - a. All decorations must be approved by the Library Director.
 - b. No decorations may puncture the walls such as tacks, nails, or staples.
 - c. No decorations may be taped to the wall.
 - d. All lessees must leave room in the original condition including placement of table, chairs and podiums. If kitchen is used, it must be left in its original condition.
 - e. All trash must be taken to the dumpster upon completion of the event.
 - f. All items must be removed by the ending hour including all decoration, food and clean-up
13. Alcoholic beverages are not allowed on the premises.
14. No food or drinks are allowed in the theatre. Food is allow in the front or side hall if refreshments are served at a theatre event.
15. Lessee is responsible for placing all trash in the dumpster at the end of the event and leaving the facility in the same condition of cleanliness as it was found at the start of the rental, which includes vacuuming, sweeping and mopping the facilities, and policing the grounds and parking area. This includes and all common areas.
16. All groups must leave the theatre and classroom in satisfactory condition or a fee will be charged for cleaning and/or damages. Rooms must be returned to their original state.
17. Events extending past the contracted time will be subject to an additional charge per hour and any other fees associated with the continuation of the event and forfeiture of deposit. No event will continue past 8:00pm without the consent of the Library Director.
18. Children will not be permitted to roam freely. No running to and from the bathroom, yelling and screaming in lobby areas or meeting rooms, especially during regular business hours.

19. Any equipment needed must be approved by the Library Director at the time of the lease agreement.
20. Any use of sound, lighting or other equipment from must be approved by the Library Director at the time of the lease agreement.
 - a. Any sound requiring library staff to control must be on one device such as a sound disc, iPad or iPod.
 - b. If complex music or sound is needed, the lessee must have their own sound person with their own equipment.
 - c. All Theatre productions requiring multiple changes of music and lights must be approved by the Library Director.
 - d. If music changes are frequent or complicated, groups renting the facility must have their own sound equipment and personnel. Library staff will not be responsible for the success of a show dependent upon their ability to accommodate programs with complicated audio or lighting changes.
21. Only Library staff members may use the sound room and equipment unless approved by the Library Director.
22. Rentals must be paid in full at least a week in advance.
23. Any changes to the reservation must be made in person.
24. All after hour events are subject to availability and must be approved by the Library Director.
25. Cancellations can be made without deposit forfeiture provided that reservations made thirty (30) days to one (1) year in advance are made a minimum of fourteen (14) days prior to event and reservations made thirty (30) days or less in advance are made a minimum of five (5) days prior to event. All cancellations must be made in writing to The Balch Springs Library - Learning Center.
26. Full deposit amount shall be refunded no later than six weeks following the request PROVIDED Lessee has abided by all provisions of this Agreement.
27. No gambling, lottery or bingo will be allowed in the rented facility or surrounding parking lot area, with the exception of IRS designated non-profit organizations that may have a Casino Night for charitable purposes. Raffles may be held in accordance with the Texas Charitable Raffle Enabling Act.
28. Individuals and/or groups may not charge money for programs when renting the facility. This includes entry fee and concessions.
29. 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, rented or controlled by the City of Balch Springs which includes the Recreation Center, Civic Center, Meeting Rooms, Sports Fields, Parks, and Library.

Fee Schedule for Library

Theatre Rental:	\$25 per hour for residents \$50 per hour for non-residents Non-profit organizations – ½ price per hour **
Classroom:	\$25 per hour for residents \$50 per hour for non-residents Non-profit organizations – ½ price per hour **
After Hours Staffing Fee:	\$20 per hour – library staff \$40.00 per hour – BSPD off-duty officer if applicable

** Note: Non-profit organizations must submit proof of 501(c)3 non-profit status

Maximum occupancy for the Theatre is 110 people including presenters.
Maximum occupancy for the classroom is 41 people including presenters.
A kitchen is available at no extra charge when renting the classroom.

Equipment Available in the Library Theatre

- Multimedia projector for showing videos or visual presentations through a computer. Internet access is available.
- Large drop down screen.
- Sound equipment through CD player (limitations and must be approved by the Library Director)
- DVD player for showing videos
- Lighting for the stage
- Microphones, both hand held and lapel.
- Laptop and cables available upon request.

Equipment Available in the Library Classroom

- Multimedia projector for showing videos or visual presentations through a computer. Internet access is available.
- Large dropdown screen.
- Laptop and cables available upon request.

INDEMNITIES, INSURANCE AND LAWS:

Lessee agrees to defend, indemnify and hold harmless Balch Springs Library-Learning Center, its agents, representatives and employees, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expense of any kind or nature whatsoever, including without limitation, any and all costs of defense, made against or incurred or suffered by Balch Springs Library-Learning Center, and such indemnities as a direct or indirect result or consequence of injury, sickness, illness or harm, including death, damage or loss to person or property, including the loss of use thereof or other cause of action whatsoever arising out of, resulting from or which should not have occurred but for this Agreement or Lessee's use of premises, facilities or equipment of facilities. Lessee further agrees to release and acquit the City of Balch Springs, Balch Springs Library-Learning Center, its agents, representatives and employees, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of any kind or nature whatsoever, including those enumerated herein above. _____ (initial)

You will be contacted within three (3) business days for rental application submission approval. _____ (initial)

Violation of any of these Terms and Conditions may result in forfeiture of Reservation Deposit. The undersigned has read and, on behalf of the Lessee, agrees to be bound by this 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 Lessee and has sufficient power, authority and capacity to bind the Lessee with his/her signature.

I agree to abide by the rules and regulations set forth in this rental agreement:

Signature of Renter	Printed name	Date
----------------------------	---------------------	-------------

Signature of Library Staff	Printed name	Date & Time
-----------------------------------	---------------------	------------------------

Signature of Library Director	Printed name	Date
--------------------------------------	---------------------	-------------

Rental Agreement

Larry "T-Byrd" Gordon Theatre / Library Classroom

The section below must be filled out by Library Staff and approved by the Library Director prior to making a payment.

FOR LIBRARY STAFF USE ONLY
Theatre/Classroom Rental

Today's Date _____

Room needed: Theatre _____ Classroom _____

Date needed _____ TIME: Start _____ End _____ (including set-up)

Estimated # of guests _____

Is sound equipment or lighting needed: Yes _____ No _____ Type: _____

Rental Fee _____ x _____ # of Hours/Season = _____

After hours staffing fee: \$20.00 per hour. Amount Due \$ _____

Off-duty police officer: \$40.00 per hour. Amount Due \$ _____

Type of event: _____

Approved by Library Director _____

PAYMENT INFORMATION

DEPOSIT DUE	\$ 100.00
RENTAL FEE	\$ _____
STAFFING FEE	\$ _____
POLICE FEE	\$ _____
AMOUNT PAID	\$ _____
BALANCE DUE	\$ _____

REMAINING BALANCE DUE BY: _____
(Date)