

MULTIPURPOSE CENTER

The Multi Purpose Building is a municipally owned and maintained facility for the assembly of area citizens. Individuals, firms, corporations, clubs or associations may lease the Multi Purpose Building and shall be responsible for any damage to the building or its contents during the time it is leased. Improper use, damage or failure to observe the rules and regulations may result in payment for all damages caused and denial of future leasing privileges.

I. ADMINISTRATION

The Chamber of Commerce as an independent contractor of the city shall be responsible for the administration of the rules, regulations and policies of the Multi Purpose Building. Any decision of the Chamber regarding interpretation of the rules, regulations and policies at the Multi Purpose Building may be appealed to the City Council by filing written notice of the appeal with the City Secretary. Appeals must be filed within fifteen (15) days after the decision; otherwise, the decision is final.

II. RESERVATIONS

Reservations for use of the Multi Purpose Building shall be made in writing through the Chamber of Commerce, whose business office is located in the Multi Purpose Building, or through the Chamber's designated representative. Verbal or tentative reservations, understandings or commitments are invalid. Reservations shall be processed on a first-come, first-served basis and will not be accepted more than six months in advance unless authorized by the Chamber of Commerce or their designee. Rental and security deposit payments should be payable to the City of Eden. Refund of rental and security deposit payments will be made if written notice of cancellation is received from the lessee at least 48 hours in advance of the scheduled use. No refunds will be made on rental payments if cancellations are made with less than 48 hours in advance notice; however, security deposits will be refunded.

III. CLASSIFICATIONS

A – OFFICIAL USE: Use by the City or Chamber for official purposes including parties by City or Chamber, or co-sponsored events.

B – YOUTH ORGANIZATIONAL ACTIVITIES: Use by non-profit, organized youth organizations, such as Boy Scouts, Girl Scouts, Public School Sponsored Groups, and similar organizations.

C – PARTIES: Use by individuals or groups for private or public parties, including weddings, etc., sponsored by individuals, groups, or organizations, whether attendance is by invitation only or open to the public.

D – COMMERCIAL USE: Use of the center by for-profit organizations, firms, or by

individuals using the facility for a commercial activity.

E – PUBLIC, CIVIC, CHARITY, AND CULTURAL USE: Use for activities of general public interest by public, civic, charitable, and cultural organizations, and other uses not include in categories A, B, C, or D. This includes use by organizations exempt under section 501(c)(3) of the Internal Revenue Code, non-profit association or non-profit corporation..

IV. PAYMENT

All payments shall be remitted upon execution of the lease agreement. Organizations, which use the building on a regular basis, may make arrangements through the Chamber of Commerce or designee to pay use fees on a monthly basis.

- **CLEANING/SECURITY DEPOSIT:** Users classified as B, C, D or E, shall remit a refundable security deposit in the amount of \$100.00.
- **USE FEES:**

CLASS	DAY
B	\$50.00
C	\$75.00
D	\$60.00
E	\$50.00

V. FREE USE PROHIBITED

The minimum actual cost of operating the Multi Purpose Building for any and all events or attractions, except official use, shall be determined, and no free use thereof shall be permitted, extended, or granted to any individual, organization or group.

VI. CLEAN UP

The Multi Purpose Building is to be cleaned by the lessee IMMEDIATELY after use. This is to include sweeping floors, vacuum floors, mop, if necessary, empty trash, clean restrooms, clean kitchen, *PLACE FURNITURE BACK IN ORIGINAL LOCATION, etc. LEAVE BUILDING CLEAN! MAKE SURE DOORS ARE LOCKED AND LIGHTS TURNED OFF!*

Lessee agrees to return all keys to the Chamber of Commerce located in the Multi Purpose Building, or their designated contact, the first working day following the use of the building. The deposit may be held 24 hours from the time the keys are returned and the entire security deposit shall be forfeited if any damage is done, if the building is not cleaned, or any other rules are violated. If damage repair and/or clean-up costs exceed amount of deposit, lessee and leasing organization shall be responsible for attorney's fees incurred by the City.

VII. SECURITY AND CHAPERONES

It shall be the responsibility of the lessee to provide adequate supervision over all activities.

VIII. MISCELLANEOUS

- The use of staples, nails, screws, thumbtacks, and glue is FORBIDDEN on walls, floors, or ceilings.
- The use of crepe paper is FORBIDDEN.
- The application of any substance to the floors must have the prior written approval.
- Lessee must provide set-up and take down service.
- The Multi Purpose Building is a smoke free building and smoking is only allowed outside the building.

IX. REFUSAL

The Chamber of Commerce, acting through a designated officer or agent, subject to review by the City Council, reserves the right to refuse the use of the Multi Purpose Building or any part thereof, to any event, program or production which is wholly without social and redeeming value or is likely to cause damage to the building.

**MULTIPURPOSE CENTER
REQUIREMENTS FOR A FULL REFUND**

- CLEAN REST ROOMS. (Pick up debris and empty trash)**
- REMOVE DECORATIONS**
- SWEEP AND DAMP MOP FLOORS (DO NOT USE BLEACH OR DETERGENTS!!)
MOP, BROOM, and BUCKET are available.**
- CLEAN KITCHEN. (Clean counters, sinks, and floor) TAKE ALL LEFTOVER FOOD HOME.**
- EMPTY ALL TRASH IN DUMPSTER LOCATED BEHIND THE BUILDING.**
- PICK UP LITTER AROUND AND IN FRONT OF THE BUILDING.**
- CLEAN AND RETURN TABLES AND CHAIRS TO ORIGINAL LOCATION.**
- RESET THERMOSTAT TO CONSERVE ELECTRICITY**
- LOCK UP BEHIND YOU AND HAVE THE KEYS BACK TO CHAMBER THE NEXT WORK DAY**

EACH UNCOMPLETED REQUIREMENT MAY RESULT IN A DEDUCTION FROM YOUR CLEANING DEPOSIT.

I understand and agree to all the above referenced requirements and fully understand that failure to complete any or all tasks will result in a partial or complete forfeiture of my security deposit.

Signed: _____

Date: _____

AGREEMENT REGARDING THE USE OF THE MULTI-PURPOSE CENTER

1. **Parties:** The parties to this Agreement are the City of Eden, Texas (hereinafter "City), whose address is P.O. Box 915, Eden, Texas 76837 and

_____ (hereinafter "user"), whose address is _____, and whose telephone numbers are:

Residence: _____
Work: _____
Cell or Message: _____

In the event the user is not an individual who will be the person responsible for insuring that the user complies with the terms of this Agreement is as follows:

Name of Individual: _____
Address of Individual: _____
Telephone numbers of individual: _____

Classification type: (circle one) **A B C D E** Event: _____

2. **Use of Facility:** The City through independent contractor Eden Chamber of Commerce agrees to allow user to use and user agrees to use the Eden Multi-Purpose Center located at 219 W Blanchard, Eden, Texas under the terms and conditions set forth in the Agreement and as set forth in the Eden Multi-Purpose Center Rules attached to this agreement and made a part of this Agreement for all material purposes.

3. **Period of Use of Facility.**

User's use of the facility shall begin on the _____ day of _____, 20____, at ____ o'clock ____m. and shall end on the _____ day of _____, 20____, at _____ o'clock ____m.

4. **Indemnification and Holding Harmless:** User, on behalf of itself/herself/himself/its/her/his heirs successors, representatives, agents employees, contractors, and /or licensees, hereby agrees to indemnify and hold harmless the City and Chamber of Commerce from all claims, damages, and causes of action, expenses, and liabilities arising from or pertaining to user's use of the facility.

5. **Prohibition of Assignment of Agreement:** User may not assign any rights, interests, privileges or licenses granted under this Agreement without the prior written consent of the City.

Executed on the _____ day of _____, 20_____.

CHAMBER OF COMMERCE

USER

Designated officer or Agent

User Signature

Rental Fee Paid \$ _____ check/cash Receipt # _____
Security deposit Paid \$ _____ check/cash Receipt # _____
Security Deposit Refunded \$ _____ check/cash Receipt # _____