

City of Douglas
Rules & Regulations for:
C.E. WEIR SENIOR CITIZENS CENTER

10/18/2021

Building Capacity: 225

1. The activity during the lease period stated on contract must be a legal, wholesome event. The City of Douglas reserves the right to deny lease that will go against normal business practices.

Reservations must be made by an adult (age 18 or older) with proper picture I.D.

2. The City of Douglas agrees to furnish general lighting from the permanent fixtures, outlets and equipment in the building, heat or air conditioning, water for normal usage as now installed in the building. Circumstances beyond the control of the City shall not be considered a breach of this agreement and user shall have the responsibility for furnishing any additional equipment and for removal of the same at the termination booking date.

3. The City **will not be** liable for the cancellation of any event due to acts of God, riots, strikes, labor difficulties or any other acts or occurrences including damage sustained from a previous event which is beyond the reasonable control of the City of Douglas. **Central Square Complex is designated as a Red Cross Disaster Evacuation Facility.** Due to this, at any given time, the Weir Center must be made available, if the Red Cross has a need for its use. If this happens, any event booked in the Weir Center will be canceled, possibly without notice, and the user will be refunded for the deposit and rental fees of the center. The City of Douglas is not responsible for any other costs to the user.

4. User agrees to hold the City of Douglas harmless for any personal injuries or property damage resulting from the conduct of any person/persons on the Weir Center property while the facility is leased in user name, and user does accept responsibility of any damages that occur during the time the facility is contracted or under lease.

5. No person attending a general function will be allowed to possess any firearms, knives, or other weapon while present on the property. The only exception is that if the nature of the event is for consumer trade, sell, and collectible show or sporting event related to weapons. Events of this nature can only be held in City of Douglas facilities if the adequate security is required and that weapons are properly secured prior to entering event.

6. User agrees to pay the City of Douglas for all repairs resulting from damages while the facility is rented in user's name, unless the damages are not the responsibility of user or patron. User agrees that usage will not cause any damages to the facility and that no flammable or explosive shall be allowed in the facility. User agrees that no stakes or posts shall be installed in asphalt or concrete area of facility. Structural damage to the building will be charged to the leasing party. **Please do not attach anything to the walls tape, command strips, nails etc.**

7. The user acknowledges that the leased premises are suitable for needs and purposes. User has the right to inspect the leased premises prior to accepting possession thereof and prior to executing this contract. If user wishes to inspect premises prior to reservation, arrangements must be made with the Facility Supervisor or Parks & Recreation Director. User also accepts the same in its present condition as safe, sound and suitable for its usage. User hereby releases the City of Douglas from any loss or damage to property or injury to or death of any person that may be in attendance. User further agrees to hold the City harmless against any accounts of misuse of the premises by user, its agents and employees.

8. In the event user desires to have personal property insured against loss by fire or otherwise, he/she shall obtain such insurance at user's expense. City of Douglas will not be responsible for the protection of such property or items left overnight on premises, against fire, theft, accident, or other cause.

9. The use of the large catering kitchen is included in the price.

10. **TABLES AND CHAIRS:** There is a limited amount of tables and chairs available at each City of Douglas Facility. The C.E. Weir Center has enough RECTANGLE tables and chairs to accommodate approximately 175 persons. If more tables and chairs are needed, the user is responsible for providing the additional tables and chairs. Setup and breakdown is the user's responsibility.

11. **PAYMENT** - User agrees to pay for the use of the Weir Center, no later than two weeks prior to event, as stated in the fee schedule attached. **Deposit must be paid before the Facility is booked.** If booking date and event date are within a two week period, payment is due in cash on the date the facility is reserved. In the event the booking is canceled at least thirty (30) days prior to booking date, the City of Douglas **will refund** the deposit or payment to user, but if user cancels within thirty (30) days of the booking date, the payment **shall not be refunded** by the City of Douglas.

12. **CLEANUP** - User will leave the facility in the same or better condition than found. **This includes placing garbage and debris in provided receptacles. No garbage should be left in meeting area, hallway, restrooms, or parking lot.** All tables and chairs should be left out for sanitizing by staff person after the event. Failure to do so will result in forfeit of deposit for the building and user may be subject to penalty (or denial) toward future use.

13. **LEASING HOURS** are from 8:00am-11:00pm for any City of Douglas facility. If the user wishes to extend the closing hours (1:00am latest), there is an additional \$25.00 per hour open/close fee. All City of Douglas facilities close at 1:00 am. **NO ONE MAY REMAIN IN A BUILDING PAST 1:00am.** *User will be issued a key to the facility before 5pm on the business day prior to event date. It is the responsibility of the user to return the key the next business day after event. If key is not returned, or if any damages occur to the facility while key is in the possession of the user, user will forfeit deposit.* The leasing party will be prepared to take responsibility for the building on stated date of lease and remain responsible until facility is vacated and secured.

14. **SECURITY** - User will agree to pay for a Police or Sherriff Officer(s) at **\$36.00 per hour** per security officer, if the City of Douglas deems necessary. The City of Douglas reserves the right to increase security and supervision deposit if deemed necessary. User consents to allowing Police Officer or Sherriff Officers or Building Supervisor to patrol the parking lot and building during any function. User understands and agrees that if any approved City Official observes inappropriate activities that they have the authority to remove any or all of the user's party from the premises and secure the facility and grounds. User will ask any unwanted persons at function to leave immediately, and should they fail to do so, user will call the City of Douglas Police Department at 911 and request assistance. Large group activities must have one (1) security officer per 50 people. Any exceptions must be approved in advance by the Facility Supervisor or the Parks & Recreation Director. Any private event, with alcohol being served, must have one (1) security officer per 50 people. All fees for the security officer are the responsibility of the lessee and must be paid in advance.

15. **JUVENILE ACTIVITIES** – Any activities for minors (18years of age & under) must have one (1) adult per twenty participants. These adults must be present during the entire event. **All activities for minors must end by 11:00pm.** Any and all crowds must be dispersed no later than 11:00pm. The City of Douglas reserves the rights to require Security for youth events ages 13 & up.

16. **NON PROFIT USE** – This applies to any civic group/club, church, government agency, and educational institution. The non-profit organization fee does not apply to weddings, receptions, anniversaries, birthday parties, family reunions, or use of building for personal gain. A letter stating intent of use is required from the pastor or president of the non-profit organization. Any person falsely representing a non-profit agency will be banned from further use of any City of Douglas facility and full rental fees will apply to the event.

18. **TICKETED/SALES EVENTS** – Any person or business selling tickets or selling merchandise in a City of Douglas Facility must have a business license and liability insurance naming the City of Douglas as an additional insured before the contract can be finalized. A copy of the business license and liability insurance must be attached to the facility contract. A Special Event permit may be required.

19. **NO SMOKING** is allowed inside of any City of Douglas Facility. Violation of this will result in forfeiture of deposit. **NO SMOKE MACHINES/FOGGERS** are allowed in any City of Douglas Facility. **NO BIRDSEED** is allowed to be thrown inside/outside of any City of Douglas facility. For weddings, user may use rose petals or rice.

20. **SIGNAGE** – Signage for events may not be placed on city right of way. Any person, organization, etc. that uses a city of Douglas facility should not place signs on the right of way. If signs are placed on the right of way, then the person, organization, etc. will be billed the cost of cleanup and possibly fined.

21. **ALCOHOL** – Permission to serve alcoholic beverages must be obtained in advanced from the Facility Supervisor, Parks & Recreation Director or designee. Alcoholic beverages may only be served if all in attendance is at least 21 years of age or older. No alcoholic beverages will be allowed to be served in the presence of minors. All events serving alcoholic beverages must be by invitation only or private reception and cannot be open to the general public. Any private event, where alcohol is being served, user must have one (1) security officer per fifty (50) people.

22. **SALE OF ALCOHOL**- If the lessee wishes to sell alcohol in a City of Douglas facility, the Facility Supervisor or Parks & Recreation Director must know in advance. Lessee must apply for a one day special event permit through the City of Douglas Code Enforcement Office. A nonprofit organization, can apply for a temporary license to sell alcohol but, that is limited to two days per year, they must have a state license and, it must be approved by the City Commission.

Alcoholic beverages may be sold if:

- Lessee agrees to abide by all local and state laws regarding alcohol sales.
- Lessee has prior approval from the City Commission.
- All in attendance is at least 21 years of age or older.
- User must have one (1) security officer per fifty (50) people.
- A copy of the local and state license must be submitted to the Facility Supervisor, Parks & Recreation Director, or designee before contract will be finalized. (see sale of alcohol attachment)

23. **CITY OFFICIALS** - At public events, user understands that at any given time, a City Official may enter a City building at no cost and observe the activities taking place in the building. The following are the current approved city officials: Mayor Tony Paulk, Commissioner Olivia Pearson, Commissioner Kentaiwon Durham, Commissioner Michael Gowen, Commissioner Cindy McNeill, Commissioner Bob Moore, Commissioner Edwin Taylor, City Manager Charlie Davis, Parks & Recreation Director Stevie Young, Assistant Director Willis Crockett and Facility Coordinator Carol Goodman. User has the right to ask for photo id before the City Official enters the building.

C. E. WEIR CENTER RENTAL FEES:

CATEGORY I: NON-PROFIT (miscellaneous events): The following applies to civic groups/clubs, churches, educational institutions, and government agencies. *The event is not ticketed and does not require/request a donation at the door for entry to event.*

A letter stating intent of use is required from the Pastor or President of the non-profit organization. If requested, user must provide proof of sponsorship through marketing materials for the event.

Refundable Deposit	\$200.00
Rental Charge	\$300.00 (8:00am-11:00pm)
Setup/Rehearsal	\$100.00 (additional day)
Setup Fee Staff	\$150.00

CATEGORY II: MISCELLANEOUS EVENTS: The following applies to groups or individuals who are not in Category I and the event are not ticketed nor sales related.

Refundable Deposit	\$200.00
Rental Charge	\$350.00 (8:00am-11:00pm)
Setup/Rehearsal	\$100.00 (additional day)
Setup Fee Staff	\$150.00

CATEGORY III: TICKETED OR SALES EVENTS: The following applies to groups or individuals whose event is ticketed or sales related or requires/requests a donation at the door.

Refundable Deposit	\$200.00
Rental Charge	\$450.00 (8:00am-11:00pm)
Setup/Rehearsal	\$100.00 (additional day)
Setup Fee	\$150.00

SECURITY REQUIRED Number of Officers _____ Hours: _____
Total: \$ _____

C.E. WEIR CENTER CONTRACT

Contract Date _____ Event Date _____

Name _____ Organization _____

Address _____ City: _____ State: _____ Zip: _____

Work/Cell Phone: _____ Home Phone: _____

Fax: _____ Email: _____

Type of Event/Purpose: _____

Setup Time: _____ Beginning Time: _____ Ending Time: _____ Attendance: _____

Special Request: _____

Total Deposit \$ _____ Date Paid: _____

Total Rental \$ _____ Date Paid: _____

Total Kitchen Rental \$ _____ Date Paid: _____

Total Security Officers \$ _____ Date Paid: _____

Other Charges: _____ \$ _____ Date Paid: _____

CONTRACT TOTAL \$ _____

USER SIGNATURE: _____ DATE: _____

APPROVED BY: _____ DATE: _____

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By signing below, I acknowledge that I have been shown the facility and I am prepared to take responsibility of the facility for my event. I will return the keys to the Facility Coordinator or Parks & Recreation Department designee no later than 5pm on the business day after my event.

KEYS RECEIVED: _____ DATE: _____

KEYS RETURNED: _____ DATE: _____

DEPOSIT REFUNDED: _____ Approved by: _____

LESSEE SIGNATURE: _____ Date: _____