

# City of Bellaire

## Parks, Recreation, & Facilities

### **RENTAL POLICIES AND PROCEDURES**

**To facilitate the smooth operation and transition of rentals, please follow the policies and procedures listed below:**

- **Reservations:**

- Renter must be at least 21 years of age.
- All building/room reservations have a 3-hour minimum and 2-hours for Parks and Pool rentals.
- Facilities are reservable between the following hours, subject to staffing availability: Weekdays (Sunday-Thursday) from 7:00am-10:00pm and Weekends (Friday-Saturday) from 7:00am-midnight.
- Reservation times must be inclusive of equipment drop off, pick-up, set-up, and clean-up. Storage of supplies or deliveries to the site outside of reservation times is not permitted. If the permit holder is setting up, hosting,-or cleaning their rental before or after the reservation time, the permit holder will be charged a full hour rental rate for the space.
- Rental requests must be submitted a minimum of 1 month in advance but no more than 6 months prior to reservation date requested. Rental requests for events must be submitted a minimum of 3 months in advance of the event date.
- All events must obtain written approval from Parks, Recreation, and Facilities Director, Bellaire Police Department, and Bellaire Fire Department. A special event permit may be required if the rental meets one or more of the following criteria: open to the public, has 50 or more people in attendance, has alcohol. A special event permit must be obtained prior to the approval of all events. A meeting will be scheduled to discuss the details of the event prior to a permit being issued. Additional permits, security, or documentation may be required at the renter's expense to issue a special event permit.
- Programs and services conducted by the City of Bellaire and other Official have priority.
- Tables and chairs are limited to availability of inventory per room. Set up and breakdown of available tables and chairs is the responsibility of the renter.
- An attendant is not responsible for setup, take down, or cleanup.
- Residents, organizations, or agencies may not rent facilities for non-residents at resident rates. A resident is someone who resides or owns property in the City of Bellaire. The renter must be in attendance throughout the duration of the event.
- Bellaire non-profit civic groups must submit proof of IRS non-profit organization to obtain 1 free, 4-hour meeting per year, for either the CenterPoint Energy Community Center or the Recreation Center (excluding the gym). Rentals are subject to room availability. The rental time must be during normal operating hours.
- Non-profit civic group rentals shall be limited to organizations of ten or more persons based within the city, of which more than 50 percent of the individuals belonging to such organization are residents of the City of Bellaire.

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- No functions for minors under the age of 18 shall be held without continuous proper adult supervision, consisting of a minimum of one adult for each 25 minors or fraction thereof, and the presence of one Bellaire Police Officer for each 100 minors, the officer, or officers, to be contracted a minimum of five days in advance for said function. Payment to Bellaire Police Officer is the responsibility of the renter.
- The City of Bellaire has final authority over event safety requirements and may require that the renter has a minimum number of hired security for the duration of your event. If your event impacts the community outside of the venue, police services in addition to those needed directly to support your event may be required.

- **Deposits:**
  - Deposit and signed permit application are required to make a reservation.
  - Total rental fee must be paid in full 2 weeks before the rental date. Failure to pay balance will result in cancellation of rental.
  - The renter will be held responsible for any damage to equipment, furniture, building, and/or any property owned by the City of Bellaire incurred during their use of properties. Cost of repairs or replacements required due to damages incurred during rental will be deducted from renter's deposit. If damages exceed deposit, renter will be held financially responsible. In extreme cases the City of Bellaire reserves the right to file criminal charges against the renter and/or any other individual that may have caused the damage(s).
  - The "Rental Checklist" section of the rental contract must be completed by both the attendant and the renter for the deposit refund to be processed. Failure to do so may result in forfeiture of deposit.
  - Deposits will be returned (barring penalties) to the group or contact person listed on the application, within two weeks of the event.
    - Cleaning Fee – When additional cleaning is necessary to return the room to its original condition, the renter will be charged the actual cost to clean the facility plus an additional 25% will be assessed.
    - Damage Fee – Fees will be charged when reservation results in damage to the room, building or equipment. The actual cost to repair the damage plus an additional 25% will be assessed.
    - Breakdown Fee – Per the guidelines breakdown of tables and chairs is not included. A \$25 fee per hour, per employee will be charged plus an additional 25% will be assessed.
    - Late Fee – Reservation time includes set up and breakdown. If the permit holder is still cleaning or hosting their rental 10 (ten) minutes past the reservation time, the permit holder will be charged a full hour rental rate for the space. If rental extends past authorized reservation hours, the renter will be charged time and a half per hour.

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- **Building Use:**

- Renter and guests using the facility will comply with laws of the State of Texas, City of Bellaire and all guidelines set forth by the Department.
- No acts of Gambling are permitted.
- No Smoking is permitted in the building, parking lots, or parks.
- No alcoholic beverages of any kind shall be sold, possessed, or consumed in the building or on the premises unless a person or organization has first obtained a special use permit from the City Manager or his designee. Special use permit procedures are outlined in Chapter 3, section 3-4 of the City's Ordinance, exception to general prohibition: special permit required to sell, possess, or consume alcoholic beverages in public places, and section 3-5, special permit procedures.
- All renters must present proof of payment of fees to attendant (contract or receipt) to gain access to the facility. The attendant will not arrive any earlier than five minutes before the scheduled time.
- No additional building usage will be allowed unless prior arrangements are made.
- No equipment or supplies will be supplied by the City.
- Candles are not permitted.
- Fog machines are not permitted.
- Do not use tacks, nails, tape, or staples on walls or floors. Balloons will be allowed inside the building, but it will be the responsibility of the renter to ensure that the balloons are properly secured and do not allow them to get into the rafters of the ceiling. If so, such will result in the partial forfeiture of the deposit.
- No confetti or glitter, "silly string" type products or "Easter grass" allowed.
- Signage is not permitted outside of the facility during normal operating hours. Directional signs must be approved prior to placement in the building. After hour rentals may place signage outside the facility if approved in advance but may not be located on the street right of way.
- Animals of any kind are not permitted in the facility except for service animals.
- Renters utilizing outside vendors must provide proof of insurance for all vendors with **The City of Bellaire listed as additionally insured.**
- Inflatables are not permitted indoors. Water inflatables are not permitted in parks or facilities. A special event permit may be required.
- The facility must be cleaned and left in the original condition for renter's deposit to be refunded. Tables and chairs must be put away, counters, floors and equipment must be cleaned, trash must be picked up, tied in bags, and thrown in appropriate containers. If an excessive amount of trash is expected contact staff in advance to arrange trash placement.
- Renter and guests must take all belongings when the contracted time is over.
- Renter shall designate admittance and assume responsibility and liability for all persons admitted to any portion of the building.

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- Renter and/or guests shall only park in designated, authorized parking spaces. Any violation of this policy may result in towing of such unauthorized vehicles at the owner's expense.
- All amplified sound must be approved and must be kept at a reasonable sound level. Limitations on hours permitted and time frame do apply. (See Ord. No. 24-511.) Bands and DJ's are not allowed indoors during normal operating hours. A special use permit may be required.
- Failure to follow the rules and procedures listed above may result in the cancellation of rental and loss of the rental deposit.
- The City shall not be responsible for loss of property, or personal injury sustained by users of the buildings, and users shall agree to hold the City harmless from all damages to buildings, persons, and property of all users, spectators, supervisors, and custodians.
- **Park Policies:**
  - Party host is expected to remove all decorations and clean-up all trash generated at the end of the party.
  - No set-up in the playground is allowed.
  - No power generators.
  - No decorations of any type may be affixed to any park sign, fence, play structure, tree or arbor.
  - No rice, or birdseed.
  - All bounce houses require a permit from the City of Bellaire. All bounce houses or inflatables must be provided by an insured vendor. Vendor is required to have insurance naming the City of Bellaire listed as additionally insured.
  - Any damages to park facilities and/or landscape will result in loss of deposit plus the charge of any additional cost to repair damages, an additional 25% will be assessed.
  - Smoking is not permitted on park grounds or parking lots.
- **Cancelation:**
  - Cancelation by City -The City of Bellaire may cancel a rental agreement, or move a rental, in whole or in part if the premises are required for official use-or that there has been a change in the condition of the premises or weather-related circumstances which would make them unsafe for use.
  - Upon notification of cancellation to the renter, the City will refund fees paid but has no further responsibility to the renter for any damage or losses resulting from said cancellation.
  - Cancelation by Renter - The renter, upon written notice to the Bellaire Parks and Recreation Department may cancel this rental agreement, two business days ahead of the scheduled time for a full refund.

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- **City May Refuse:** The City reserves the right to refuse use of any part of its community buildings, rooms, or facilities to any person, group, club, organization, or entity, for any of the following reasons:
  - The agreement (including any required attachments and submissions) is not fully completed and executed.
  - The applicant has not tendered the required fee or deposit with the application or has not tendered any other required agreements, certificate of insurance.
  - The agreement contains a material falsehood or misrepresentation.
  - The applicant is legally incompetent to contract or to sue and be sued.
  - The applicant or the person on whose behalf the agreement is sought has on prior occasions damaged municipal property and has not paid in full for such damage or has other outstanding and unpaid debts to the City.
  - The use or activity intended by the applicant would conflict with previously planned programs organized and conducted by the City and previously scheduled for the same time and place.
  - The proposed use or activity is prohibited by or inconsistent with the classifications and uses of the buildings or parts thereof designated.
  - The use or activity intended by the applicant would present an unreasonable danger to the health or safety of the applicant, or other users of the building, the City, or of the public.
  - The applicant has not complied or cannot comply with applicable licensure requirements, ordinances or regulations of the City concerning the sale or offering for sale of any goods or services; and/or the use or activity intended by the applicant is prohibited by law, by this Code or other ordinances.
  - If the applicant has any outstanding debts owed to the City of Bellaire all debts will need to be resolved prior to final payment for requested rental.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_