

KINGSLAND MUNICIPAL UTILITY DISTRICT RULES, REGULATIONS AND POLICIES GOVERNING USE AND RENTAL OF KINGSLAND COMMUNITY CENTER

These Rules, Regulations and Policies (“Rules”) govern all rental, use and occupancy of the Kingsland Community Center. Individuals or entities entering a Facility Rental Agreement are responsible for ensuring that all guests, invitees and persons present comply with these Rules.

GENERAL USAGE RIGHTS

1. Kingsland Municipal Utility District (“KMUD”) has final approval on all proposed rentals scheduled at the Community Center. KMUD reserves the right to deny or cancel any rental.
2. KMUD reserves the right to designate hours that the Facilities are available for use and to remove any person or group failing to comply with these Rules.
3. KMUD reserves the right to require security be provided for any rental at the renter’s expense.
4. Community Center rentals will be on a first-come, first-serve basis, and may be reserved up to 12 months in advance of the rental date. All reservations and usage rights are contingent upon timely payment in full of all required fees, charges and deposits.

CONDITIONS FOR USE

As a condition of use, the Renter shall be responsible for designating a responsible person(s) for the following purposes:

- Supervision of any and all activities and use of the Community Center.
- Ensure that all guests, members, employees, supervisors, staff, invitees and attendees leave at the expiration of the authorized rental period.
- Ensure all guests, members, employees, supervisors, staff, invitees, or attendees comply with these Rules. The Renter must remove any persons who fail or refuse to comply with the Rules.
- Renter must inspect the Community Center prior to commencement of the rental for any premise defects, hazards or circumstances that may cause injury or be incompatible with the scheduled use of the Facilities.
- Immediately notify KMUD Maintenance by telephone at **830-613-0784** of any premise defect, hazard or hazardous condition or circumstances identified.
- Ensure that activities of the Renter and Renter’s employees, members, and guests do not interfere with the use of the Community Center by other authorized users.
- Prevent any destruction, damage, or alteration of the Kingsland Community Center.

CLOSURE

KMUD reserves the right to close all or any portion of the Community Center at any time, with or without notice. KMUD may inspect the Community Center at any time, including during all rentals. KMUD may, but is not required to, have staff present to monitor use of the facilities during each rental.

RESPONSIBILITY FOR DAMAGES AND PERSONAL INJURY:

RENTER SHALL BE RESPONSIBLE FOR ANY AND ALL PROPERTY DAMAGE AND PERSONAL INJURY RESULTING FROM, OR ARISING OUT OF, USE OF THE COMMUNITY CENTER DURING A RENTAL PERIOD, INCLUDING ANY PROPERTY DAMAGE OR PERSONAL INJURY SUFFERED BY RENTER, GUESTS, OR INVITEES.

CANCELLATION

KMUD may cancel any reservation or rental at any time with or without prior notice. Renter shall receive a full refund of the deposit and rental fees paid in the event of cancellation by KMUD (excluding cancellations caused by a violation of these Rules, including failure to timely pay all fees, charges or deposits). KMUD shall not be responsible for any losses to

the Renter as a result of KMUD terminating the rental agreement or refusing to allow the use of the facility as reserved, including consequential damages.

FEES AND COSTS OF USAGE

Attached to these Rules are a summary of all fees and deposits applicable to use of the Community Center. KMUD reserves the right to amend fees and deposits at any time including after reservations.

INSURANCE

Renter will be required to provide general liability insurance of the type and amount deemed appropriate by KMUD as a condition of use of the facility and approval of a rental agreement. Failure to provide adequate insurance may be a cause for KMUD to reject an application for rental. A certificate of liability insurance shall name Kingsland MUD as an additional insured and be provided not less than 30 days in advance of a scheduled event.

INDEMNITY

BY EXECUTION OF A RENTAL AGREEMENT, RENTER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS KINGSLAND MUNICIPAL UTILITY DISTRICT AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LIABILITY, COSTS AND EXPENSES, AND ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS, INCLUDING CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THE RESERVATION OR USE OF THE COMMUNITY CENTER BY RENTER, ITS REPRESENTATIVES, EMPLOYEES, MEMBERS, VISITORS, GUESTS, AND INVITEES.

RESERVATION GUIDELINES AND CANCELLATION PROCEDURES

Reservations

1. Reservations for the facilities shall be made by submitting an application and the signed Rules, Regulations, and Policies forms, in the approved District format, and paying the applicable deposits and user fees, as noted below. All reservations must be accompanied by the full deposit amount to hold the date. Reservations will be accepted not more than 12 months in advance of an event.
2. All fees and proof of insurance must be turned in 30 days prior to the event. KMUD office personnel will confirm the reservation requirements have been met.
3. Any event that involves the consumption of alcohol, MUST comply with the Community Center Alcohol Policy (attached hereto). No exceptions.
4. There is no additional charge for the use of tables and chairs (unless a specific set up is requested), over-head projector screens, and internet access
5. Access codes will be issued a few days prior to the event.
6. Upon arrival for the event, Renter must perform a walkthrough with a KMUD representative to do a pre-event condition report which will be signed by both Renter and KMUD representative. The KMUD representative will go over general procedures and answer questions at that time.
7. Clean up must be completed promptly upon completion of the event. The Renter must notify the KMUD representative when clean up is complete and they are ready for the post-event walkthrough and condition report. The completed report must be signed by both the Renter and the KMUD representative. Failure to complete the post-event condition report may result in loss of some or all of the deposit.

8. Up to 100% of the deposit will be returned depending on condition of rooms and on compliance with these Rules. Refunds may take up to 30 business days for processing.

Cancellations and Date Changes

1. If Renter cancels an event within thirty (30) days of the event date, the rental fee will be forfeited in full; however, the deposit will be refunded if it has been paid.
2. In the event of acts of God or similar uncontrollable events that prevent usage of the Community Center by a renter, reasonable efforts will be made to reschedule an event, but KMUD makes no representations or guarantees with respect thereto.
3. Event dates will be allowed to change one time providing the change is made not less than 30 days prior to the originally scheduled event date. Changing the event date will result in a fee of \$50.00. Canceling the event after the event has been rescheduled will result in forfeiting 100% of the entire rental fee.

Facility and Meeting Room Use Policies

1. **Smoking is not permitted inside the building or within 15 feet of any door of the Community Center.**
2. Exterior doors in meeting rooms may not be propped open or blocked.
3. Facility use is limited to reserved space and restrooms. Rental charges will be assessed for use of non-rented space.

GENERAL RULES

1. Renters are responsible for general cleanup of the facility (placement of all left over food, garbage and unrecoverable decorations into trash bags and placed in the outside bins.) Cleanup is done on the day/night of the event. Floors must be swept & mopped, kitchen and restrooms must be cleaned, trash must be picked up, and all indoor and outdoor areas must be left in good order. Renters should leave the facility as clean as when they entered the facility on the day of their rental.
2. **Music must be turned off by 12:00 midnight.**
3. All personal property must be removed at the time of clean-up.
4. Damage to the floors due to setup by the renter may result in forfeiture of the deposit and liability for additional damages.
5. Renters are responsible for set up and takedown of tables and chairs. KMUD maintenance staff will set up and takedown the stage if rental includes that item.
6. Decorating must be done within the rented time, and ALL decorations must be removed upon the end of the event.
7. DO NOT attach anything to the ceiling, walls or railings.
8. KMUD is not responsible for any items or personal property left in the Facilities.
9. **Renter is responsible for the behavior of all attendees.**
10. No candles or open flames will be allowed.

11. Any violation of any of the above conditions will result in forfeiture of the deposits and/or additional fees incurred to Renter.

PROHIBITED ITEMS/ACTIONS

In addition to the provisions above, automatic forfeiture of the deposit will occur under the following conditions:

- Building is left unsecured (doors left unlocked/propped open, etc.).
- Smoking in the building.
- Open flames of any kind at any time in the Community Center
- Use of fog/smoke machines.
- Use of rice, birdseeds, glitter, confetti, dance wax, corn meal or other substances.
- Alcohol being present in the building without proper security present, or consumed after 12:00 a.m.
- Setting of false fire alarms (which is illegal and criminal charges may be filed).
- Disturbance of the peace (playing music too loud, honking horns, unruly behavior which disturbs neighbors, etc.)
- Damage to the facility itself, equipment, furnishings, or decorations including damage from the attachment of banners, posters, streamers, signs, etc.
- Any missing KMUD property from the facility (tables, chairs, etc.)
- Excess trash left in the building or on the property.
- Failure to clean up the facility by the designated time.
- Required summoning of additional officers due to the behavior of the participants (additional fees may be assessed).

ALCOHOL

If alcohol will be SOLD at your event:

1. Proof of liability insurance and a TABC permit and license are required for the sale of alcohol. This includes cash bars, catered events where alcohol is sold and entrance fees to events where alcohol is served.
2. A copy of all permits, licenses, and proof of insurance must be received by the District not less than two weeks prior to the event.
3. The District requires a security officer be present when alcohol is on the premises. The number of officers is determined by the size of the event as follows: 1-50 attendees = 1 officer; 51-99 attendees = 2 officers; 100+ attendees = 3 officers. The District will contract for off-duty Sheriff's Department (or other qualified agency) deputies to be present at the event, but the person or group conducting the event must pay all costs incurred by the District. This fee will be due at the same time as the rental fee for the room(s). Fee schedule will be determined by the Sheriff's Department at the time of the event.
4. All hosts and vendors shall ensure that no person who consumes excess amounts of alcohol shall drive a motor vehicle while under the influence of alcohol.

If you are providing your own alcohol WITHOUT A CHARGE:

1. Proof of liability insurance is required for the private service of alcohol (i.e., copy of homeowners' policy). The District must be named as additionally insured.
2. The District requires a security officer to be present when alcohol is on the premises. The number of officers is determined by the size of the event as follows: 1-50 attendees = 1 officer; 51-99 attendees

= 2 officers; 100+ attendees = 3 officers. The District will contract for off-duty Sheriff's Department (or other qualified agency) deputies to be present at the event, but the person or group conducting the event must pay all costs incurred by the District. This fee will be due at the same time as the rental fee for the room(s). Fee schedule will be determined by the Sheriff's Department at the time of the event.

3. All renters and vendors shall ensure that no person who consumes excess amounts of alcohol shall drive a motor vehicle while under the influence of alcohol.

IF ALCOHOL IS PRESENT WITHOUT PRIOR DISTRICT APPROVAL:

1. The District and/or Security reserves the right to shut down the event at any time.
2. Security has authority to end the Event and remove all occupants from the Facility.
3. All deposits will be kept by the District. No monies will be refunded to the renter.
4. The renter shall be banned from renting any District facility for a time period to be set by the District.

Acknowledged and Agreed:

DATE: _____

By _____ **(signature)**

Names: _____ **(Please Print)**

RENTAL FACILITIES FEE SCHEDULE

All fees are established by the KMUD Board of Directors and are subject to change at any time, including for pending reservations.

		Standard/In District Rental Fee	Out of District Rental Fee	Non-Profit* & Employee Rental Fee	Deposit
NO ALCOHOL	Small Room	\$100	\$125	\$50	\$200
	Large Room	\$200	\$250	\$100	\$300
	All Facility (includes Kitchen)	\$300	\$375	\$150	\$500
WITH ALCOHOL	Small Room	\$200	\$250	\$100	\$500
	Large Room	\$400	\$500	\$200	\$1000
	All Facility (includes Kitchen)	\$600	\$750	\$300	\$1000
ADD ON	Kitchen	Additional \$50	Additional \$62.50	Additional \$25	

*Proof of **current** 501c3 nonprofit status must be provided to receive discounted rate