

City of Richland Hills Facility Rental Policy

The City of Richland Hills offers its public facilities available for public use by residents and non-residents, as well as private organizations when regularly scheduled activities are not in session. The buildings will be schedule on a first come basis for single reservations. The following is a schedule of fees and policies governing the rental and/or use the buildings or pavilions.

1. The renter's execution of the rental application constitutes the renters agreement with the terms and conditions of this Facility Rental Policy which shall be incorporated into such application be reference. For renters to be able to reserve a facility for an event, the renter will need to show a valid government issued photo ID.
2. The buildings may be reserved for public use when departmental programming is not scheduled and the request in within the times allowed for rentals. Monday – Thursday rentals can last until 10pm; Friday – Sunday rentals can be scheduled until midnight.
3. Rental: Indoor rentals have specific rental time slots. A set rental fee will be charged for each of each or any part of that specific time slot. The rental times and rates are listed online at www.thelinkrec.com. Payment for all rentals will be due 30 days from the rental date. If a rental is confirmed inside of 30 days, the deposit and full rental payment will be due at the time of confirmation.
4. Deposit. A deposit is required for most indoor rentals. The purpose of the deposit is to reserve a facility for the date of the event and to cover the cost of any potential damages, minor cleaning expenses, and/or time overages. The deposit shall be refunded after the conclusion of the event less any deductions.
5. Rental discounts. City Officials, Link Members, and Non-Profit groups will be offered a discount on most rentals. City Officials reserving facilities for official city business will be able to rent, with the city manager's approval, for free. Link Members will be offered a 10% discount on most rental fees. Non-profits will be offered a 20% discount on most rental fees. Any particular event can only receive one discount, as organizations are not people and therefore not members. After hours staff fees and deposits will not be discounted. Any discounted group will be required to comply with all other terms and conditions of this policy. A member discount will only be offered if the renter has a valid membership at the time of reservation and at the date of the rental.
6. Forfeiture of Deposit – Early Cancellation: All reservations must be made in person at The Link, 6750 Baker Blvd. The payment of the deposit will confirm the reservation and officially get the event on our facility calendar. Cancellations must be emailed to the staff contact and date stamped for confirmation of refund percent.
 - a. Any cancellation must be made no less than 30 days for the reservation for a full refund.
 - b. Cancellations between 30 days and 14 days prior to the event date will allow for 80% deposit refund.
 - c. Between 14 days and 7 days prior to the event, 50% refund will be available.
 - d. Inside of 7 days, no refund will be available.
7. Liability for Cleaning Charges and Damages to Facilities. Should a renter fail to adequately clean the facility in accordance with the terms of this policy or should the facility be damaged by renter's negligence beyond normal wear and tear, and the cost to repair the damage is beyond the amount of the deposit, the renter shall be liable to the City for such cleaning and/or repair costs. In such circumstance, the renter shall reimburse the City for such demanded costs, the renter shall be liable to the City for all costs expended to enforce the terms of this policy, including, but not limited to, the costs of reasonable attorney's fees and court costs. The City's right to recover

attorney's fees under these circumstances is specifically permitted by sections 271.159 of the Texas Local Government Code.

8. Set-up and Clean-Up. Rentals will include 30 minutes of time added to the beginning of the paid rental time and 30 minutes on the end as well. The extra time offered to assist with setting up and cleaning up may not be enough depending on how big the function is or how much assistance the renter has helping. Please plan accordingly. If a rental exceeds the amount of time designated on the permit, the security deposit may be used to cover this additional expense. The charge for the time overage will be at a rate of twice the hourly rate stated on the contract. Expenses not covered by the deposit will be billed to the renter.
9. Cleaning Responsibility. All renters must leave the facility in an orderly, clean, and undamaged condition by the condition by the end of the rental time (including the additional 30 minutes labeled as clean-up time). All renters shall comply in all respects with the Rental Policy described hereinbelow. All renters (and their references) whose deposit is forfeited for one or more policy violations could be banned from future rentals and Link usage.
10. If the City or Link Management increases a rental rate, that increase will not impact in rental that was approved prior to the approval date.
11. All renters must have their Rental Permit with them during the rental. This will help to identify the renter as the valid occupant of the facility during the stated time.
12. Fundraising or selling products or services is not permitted during the rental times. Individuals and groups can gather potential customer information as leads for their future business practices. All activities planned during the rental will need to be approved by the Link Manager or City Manager. Any third part vendors brought to the City's facilities for services need to be stated during the rental and might need to be approved prior to the rental. Regulation for the use of City parks. **City Ordinance 70-162**. (a) (b). The City reserves the right to refuse facility use as described in Ordinance 70-162 (a) (b).
13. No profanity or obscenity is allowed in the building or on the premises.
14. Per Ordinance **No. 695-93**: Alcohol is allowed in the building with the presence of a uniformed peace officer. The peace officer will need to email Link staff to verify that he/she is scheduled to be on site for the duration of the rental. The peace officer will be paid by the renter at the rates established by the peace officer. Alcohol cannot be sold on property, but can be served or offered to guests. Previous Ordinance suggest that the renter could be charged an additional \$228 fee if this policy is not followed.
15. Per Ordinance **No. 664-92**: Smoking is not permitted on City property or in City facilities.
16. Teenage functions shall follow the below policies:
 - a. For all gatherings with children and teens 17 and younger, the renter will have a ratio of 1 to 10 adult (25 and older) to minors. A smaller ratio could invalidate the permit and possibly end the rental without a refund.
 - b. For events that have more than 25 youth (and for every 75 individuals total) the renter will need to schedule a peace officer in the same manner listed on section 14.

17. The City reserves the right to cancel any event in which untrue information was given and/or if the event is thought to be detrimental to health, safety and/or the welfare of the citizens or the integrity of the facilities and/or is contrary to the rules and regulations governing the use of the facilities.
18. Decorating. Some decorating is permitted but must first be approved by the Link Manager or staff designee. Please see the below rules when considering your event décor.
 - a. No decorations may be used on the walls or ceilings. Any décor that leaves a mark or residue will not be permitted.
 - b. Permanent tape, staples, nails, push pins, or thumb tacks may not be used.
 - c. All decoration shall be removed from the premises at the end of the contract rental time
 - d. Prohibited decorations include, but are not limited to:
 - i. Confetti
 - ii. Burning candles or incense, any open flame (without staff in the room – this must be approved)
 - iii. Decorations that include glitter
 - iv. Decorations that include aromas or odors
 - v. Fog or smoke machines
19. All activities taking place in the Link or in outdoor parks shall be down in accordance with all City ordinances.
20. The renter must be on-site throughout the entire duration of the scheduled rental, while guests are in the facility for the event.
21. Renters are only permitted to use the areas designated on the written permit. All children will be directly supervised at all times and shall not be allowed to roam unsupervised through the facility.
22. Renters are responsible for the complete setup and take down of the tables and chairs. Tables and chairs must be cleaned and inspected before they are stacked and returned to the storage areas. If this is not done, the renter could be charged with additional fees for damage and cleaning.
23. The renter agrees to assume all responsibility for any damages done to the facility, furniture, or equipment as a result of their usage or abuse. The renter will be charged for repairs or damages or replacement based on an assessment of any damages or violations of the contract terms. Stains from food or beverages that require professional cleaning will result in a fee charged to the renter in the same amount.
24. If fire or police are summoned and it is determined that the renter or their guests were the cause of the issue, the full cost of the associated damage or departmental services will be charged to the renter.
25. Renters cannot drag equipment or furniture across the floors.
26. Renters must limit the number of guests to the amount specified on the permit. The number of guests includes everyone attending, invited, serving or otherwise. Attendance larger than that stated on the permit may result in the event being terminated early if the Fire Chief determines that the number of guests exceeds the maximum allowed occupancy for the facility being used. Minimally, guest will need to leave to get down to the occupancy number.

27. The city of Richland Hills will not be responsible for items left by guests, workers, or representatives of the rental event.
28. Failure to adhere to any portion of this policy may result in the immediate cancellation of the existing agreement and forfeiture of any deposit without refund.