

## City of Madisonville Online Facility Rental Agreement

In order for an event to be guaranteed, The City of Madisonville Facilities Coordinator must receive a **refundable security deposit** at the time of booking. You can book your rental online or in person at The Visitors Bureau located at 113 W Trinity Street, Madisonville, TX 77864 / Phone: 936-348-9333 or City Hall at 210 W Cottonwood, Madisonville, TX 77864 / Phone: 936-348-2748.

**The remainder of the rental fee is required thirty (30) days prior to the event.** If the balance is not paid within 30 days of the event, the event is subject to cancellation and the security deposit is forfeited.

### **Security Deposit Refunds:**

1. Security Deposit will be refunded if cancellation occurs at least 30 days prior to the event.
2. All refunds will be processed within 45 days **after** the completion of the event.
3. No refunds will be made when the event is cancelled by City of Madisonville due to CLIENT's noncompliance with terms and conditions.

### **Cancellation Policy:**

1. If cancellation occurs at least 30 days prior to the scheduled event, the entire security deposit will be refunded, within 45 days of date cancelled.
2. If cancellation occurs less than 30 days prior to the scheduled event, the security deposit is forfeited and will not be returned.

### **Premises and Rates**

**The properties are available for use for cultural, educational, recreational and social events suitable to a neighborhood setting. In order to obtain a permit to use the rental facilities, Permittee must be 21 years or older.**

- **Truman Kimbro Center** 111 West Trinity Street, Madisonville, TX 77864 Maximum Capacity: 300 People  
**Refundable Security Deposit \$200.00**  
**Rental Rates & Hours:**  
Monday through Thursday      6 AM to Midnight      Rental: \$200/per day\*  
Friday through Sunday      6 AM to 1 AM      Rental: \$250/per day\*  
*\*501-C – Non Profits are eligible to receive 50% off the Rental Rate with appropriate documentation*
- **Truman Kimbro Center Small Room** 111 West Trinity Street, Madisonville, TX 77864 Maximum Capacity: 12 People  
**Refundable Security Deposit \$50.00**  
**Rental Rates & Hours:**  
Sunday through Saturday 7 AM to Midnight      Rental: \$100/per day\*  
*\*501-C – Non Profits are eligible to receive 50% off the Rental Rate with appropriate documentation*
- **Lake Madison Clubhouse (Lake House)** 1215 East Collard Street, Madisonville, TX 77864 Maximum Capacity: 75 People  
**Refundable Security Deposit \$100.00**  
**Rental Rates & Hours:**  
Sunday through Saturday 6 AM to 10 PM      Rental: \$125/per day\*  
*\*501-C – Non Profits are eligible to receive 50% off the Rental Rate with appropriate documentation*
- **Lake Madison Pavilion** 1215 East Collard Street, Madisonville, TX 77864      OR  
**Marion Anderson Park Pavilion** 213 Martin Luther King Drive, Madisonville, TX 77864  
**Refundable Security Deposit: \$50.00**  
*Use of Pavilion is restricted to two (2) consecutive weekdays (Monday – Thursday) and one (1) weekend day (Friday – Sunday)*  
**Rental Rates & Hours:**  
Sunday through Saturday 6 AM to 10 PM      Rental: \$25/per day
- **Lake Madison Baseball and Softball Fields** 1215 East Collard Street, Madisonville, TX 77864  
***Please contact Facilities Coordinator at 936-348-9333 for rates and availability***

### **Hours of Operation**

Events may not last beyond the time specified above for the rented facility. Arrangements must be made by the CLIENT to have all rental equipment picked up and removed from the Facility the same day as the Event. If any equipment is left behind, it will be discarded. ***The City of Madisonville is NOT responsible for any damage, theft or discarding of any items left by the CLIENT or any guest.***

**Kitchen Usage** is limited to preparation only as there are no resources in the kitchen or on the premises for cooking. ***Oven, refrigerator and freezer must be thoroughly cleaned after use.***

**Decorations** may not be fastened to the walls using thumb tacks, nails or staples. Pushpins and tape are permitted, but must be removed at the conclusion of the event. No rice, birdseed or similar items shall be thrown in or around the facility. ***All decorations, trash or other debris must be thrown away in the appropriate receptacles provided.***

**Closing Procedures** The building must be secured, all lights turned off, all doors closed and locked. A/C unit must be turned off. ***The City of Madisonville is NOT responsible for any damage, theft or discarding of any items left by the CLIENT or any guest.***

**Security** The City of Madisonville may require a security officer for events in which size, program and/or nature of the event indicate such needs. CLIENT is responsible for arranging and paying for security. Contact Madisonville Police Department at 936-348-3317 to make arrangements. When applicable, The City of Madisonville may require adult chaperones for youth activities.

## **Clean Up Responsibilities**

- ***Clean up is the CLIENT's responsibility.*** CLIENT is expected to provide sufficient supervision to minimize spillage of food and beverages on the Facility floors during the rental event.
- Any CLIENT leaving excessive trash in the facility, kitchen, restrooms, outside of facility is subject to additional charges. **All or a portion of the security deposit will be withheld if the Facility is not adequately cleaned or if damage occurs. If damages exceed the amount of the security deposit, CLIENT will be responsible to pay for all additional costs.**
- CLIENT must finish the clean-up no later than the time deadline, outlined above. The CLIENT is responsible for the following cleaning duties:
  - Tile floors swept and cleaned. Carpeted floors, large debris picked up.
  - Garbage emptied and taken to outside container. Parking lot cleaned of trash.
  - Tables and chairs must be cleaned and put back into storage.
  - Counters wiped and cleaned. Stove, refrigerator and freezer emptied and cleaned.
  - Restrooms swept and cleaned. All signs and decorations removed.
  - A/C unit turned off. Building secured, all lights shall be turned off and all doors closed and locked.
  - Outdoor facilities: All ashes to be removed from BBQ Grills and all food and trash removed.

**Smoking** The City Facilities are non-smoking facilities. No smoking is allowed inside the facilities. **If smoking occurs on premises, deposit will be forfeited.**

**Alcoholic Beverages** The City Facilities are non-alcoholic facilities. Alcohol is prohibited from anywhere on the property, including buildings, grounds and parking lot. **If drinking occurs on premises, deposit will be forfeited.**

**Weapons/Firearms:** Weapons and/or firearms are prohibited anywhere on the property.

### **Miscellaneous Policies:**

- Live animals, except for service animals, may not be brought onto the premises.
- Event Coordinator may enter ANY of the rented premises at any time on any occasion.
- The City of Madisonville reserves the right to take photographs of rental Events for its own records and for use in the future.
- Damage to the Facility. In cases where property has been damaged or abused beyond normal wear, CLIENT will be billed for all damage and additional clean up. There will be no Storage in or on the Premises.

### **Indemnification**

CLIENT agrees to defend, indemnify and hold harmless The City of Madisonville and its employees from and against any and all claims, demands, causes of action or liabilities, arising from CLIENT's acts or omissions under this Agreement, except as may arise from the negligence or willful misconduct of The City of Madisonville or its employees.

The City of Madisonville will not be held responsible for any losses, damages, or injuries. This refers to any loss, damage or injury to persons or possessions that may occur at any function held at the Facility, from any cause, whatsoever, prior to, during, or subsequent to the period covered by this contract.

CLIENT will be responsible for the control and supervision of the people in attendance during the use of the facility to ensure no harm is done to persons or property.

CLIENT agrees to abide by this Agreement and acknowledges having received a copy thereof.

CLIENT will be held financially responsible for any damage to the Facility or equipment, which occurs through the CLIENT's meeting or event at the Facility.

**CLIENT acknowledges that he/she has read and agrees to all above terms and conditions.**