GENERAL STATEMENT OF UNDERSTANDING

City of Hutchins facilities are operated by the City of Hutchins, Texas, for the benefit of the general public. Permission for private use of City facilities is a privilege granted by the City of Hutchins. Because City facilities have been assembled, maintained and operated for the general public, it is necessary that certain rules and regulations be established to protect its best interest.

HOLD HARMLESS AGREEMENT

In consideration of the City of Hutchins, Texas, allowing me to rent room(s) in City facilities, I/we voluntarily assume all risk of loss, damage, or injury and agree to fully indemnify, release and hold harmless the City of Hutchins, Texas, and its officials, employees, and/or agents, jointly and/or severally, from every claim because of loss, damage, or injury of any kind because of such activity, resulting from the intentional or negligent act or omission of the undersigned, or any of the undersigned’s officers, agents, representatives, partners, shareholders, employees, contractors, invitees, or guests, regardless of whether such loss, damage, or injury is caused by the negligence of the City of Hutchins, its officers, employees, agents, and/or contractors.

Therefore, the following UNDERSTANDING must be agreed upon before permission to use the facility is granted.

In addition, I understand that the City of Hutchins is not responsible for any services not directly related to the City of Hutchins that may be used for my event (i.e.: business cards on site for event contacts).

Section 1. That there be, and are hereby, regulations established for use of the Hutchins Community Center and that any prior Resolution of the City Council of the City of Hutchins, Texas in conflict with the provisions contained in this Resolution are hereby repealed and revoked, to wit:

A. The Community Center belonging to the City of Hutchins will be made available for the use by members of the public upon payment of the appropriate fee and issuance of a rental agreement for such usage by the City of Hutchins.

B. No person renting the Community Center will be permitted to sublet or sub-rent the Community Center to any other person.

C. The renter of the Community Center shall be required to clean up all spills immediately with a dry or damp cloth. No wet mop may be used on the floor of the Community Center. Instead, sweeping is required upon completion of each event.
D. The renter will be required to remove all trash and garbage generated by his/her usage and to place such trash and garbage in the designated container outside the building.

E. Renters will pick up the Community Center key from Hutchins Community Center by 4:00 p.m. the Friday of or before their scheduled event. At that time, the rental agreement and agreed upon time frame will begin. Renters will return the key to Police Dispatch located at 205 W. Hickman Street upon completion of the event/clean-up. At that time, the rental agreement and agreed upon time frame will end.

F. Deposit refunds will be processed within 10 business days following the event and mailed to the rental applicants address provided on the rental agreement. A $25 rate will be deducted from the $300 deposit for every hour the key is kept by the renter past the closed time of the Community Center.

G. Use of the Community Center shall be discontinued and the premises closed on Fridays and Saturdays at 12:00 midnight and on Sundays at 11:00 p.m. except where the City Council has specifically granted prior consent to a later time for a specific event.

H. Rental of the Community Center will not be offered Monday through Thursday.

I. If the Community Center is rented in the name of a Hutchins resident, such resident must attend the function, pay the fees, and pick up and return the key.

Section 2. The Community Center shall not be rented without completion of a rental agreement and payment of the applicable fees in U.S. money order or cashier’s check. City will not hold reservations until full payment is received for room rental. All reservations must be booked at least 3 days prior to the rental date.

Section 3. Hutchins Community Center rental fees are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Hutchins Resident</th>
<th>Non-Resident</th>
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</thead>
<tbody>
<tr>
<td>Parties, reunions, family gatherings</td>
<td>$ 200.00</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>Deposit Required</td>
<td>$ 300.00</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>Inflatable Fee</td>
<td>$ 50.00</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>Cleaning Fee</td>
<td>$ 25.00</td>
<td>$ 25.00</td>
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</tbody>
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Section 4. The following are guidelines for use of the Community Center and/or Community Center property:

A. Alcoholic beverages are absolutely forbidden anywhere on the premises.
B. Excessive and loud noises will not be permitted.
C. The use of inflatables (bounce houses etc.) require the renter has:
   1. completed a “Hold Harmless Agreement”.
   2. paid an additional $50 nonrefundable fee. $50 will be deducted from the deposit if the deposit is not paid upfront and the renter utilizes an inflatable.
3. secured generators to provide for the electric needs of the equipment.
4. only two (2) inflatables are allowed if approved.
D. Grilling is prohibited on the premises.
E. Tables and chairs must not be removed from the Community Center. The cost of any missing items will be deducted from the renters’ deposit.
F. A cleaning fee of $25 will be deducted from the renters deposit for cleaning.
G. Any damages will be charged to the renter.

*Failure to adhere to these restrictions will result in a 100% loss of deposit.*

*I have read the Hutchins Community Center Facility Policy, General Statement of Understanding, and the Hold Harmless Agreement, and I agree to abide by these conditions. Non-compliance may result in forfeiture of portions or entire deposit. Renter will be held responsible for damage and non-adherence to regulations.*

______________________________
Print Name

______________________________     ________________
Renter’s Signature         Date