**Event Information**

Date of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Event Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*For office use only:*

*Deposit Amount Paid: \_\_\_\_\_\_\_\_\_ date \_\_\_\_\_\_\_\_\_ initials: \_\_\_\_\_\_*

*Remaining balance due: \_\_\_\_\_\_\_\_\_ date \_\_\_\_\_\_\_\_\_initials: \_\_\_\_\_\_*

*Paid in full: \_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_initials: \_\_\_\_\_\_*

**Room Rental Agreement**

This Room Rental agreement (hereinafter “Agreement”) is entered into this date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, made by and between The Cain Center YMCA in Athens, 214 Loyola Dr. Athens, TX 75751, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as Renter. (Business Name/Contact Name)

By signing this agreement, Renter has read, agrees, and will abide by the “Terms and Conditions of The Cain Center YMCA Rental Agreement”. Renter hereby certifies that all information contained in this agreement, the application and acknowledgement forms relating to said agreement is true and correct, and Renter further agrees and acknowledges that all activities connected with this agreement shall be conducted in accordance with the terms and conditions set out herein, and all applicable federal, state, and local laws.

Any addendum approved by The Cain Center YMCA Representative shall have precedence over any conflicting provisions of this agreement.

This agreement including any application or acknowledgement made a part of hereof contains the entire agreement of the parties and supersedes all other agreements or understandings, oral or written, whether before the execution hereof or contemporaneous herewith.

The undersigned has read and agrees to abide by the above rental policies and hereby agrees to rent The Cain Center YMCA room chosen below.

**CAIN CENTER YMCA REPRESENTATIVE**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RENTER**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_

**Event Information**

Date of Event: \_\_\_\_\_\_\_\_\_\_\_\_ Event Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Area(s) Rented:

Gym\_\_\_\_\_ Meeting Rooms \_\_\_\_ Civic Hall\_\_\_\_ Pool & Party Room\_\_\_\_ Conference Room\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
|  | **Start Time** | **End Time** |
| Set-Up Hours: | \_\_\_\_\_**\_\_\_\_\_\_\_**AM/**PM** | \_\_\_**\_\_\_\_**\_\_\_\_\_AM/**PM** |
| Event Hours: | **\_\_\_\_\_\_\_\_\_\_\_\_**AM/**PM** | \_\_\_\_\_\_**\_**\_\_\_\_\_AM/**PM** |

Number of People: \_\_\_\_\_\_\_\_\_\_\_\_\_ Band/DJ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rental Fee: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cleaning Fee: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Damage Deposit: (refundable with no facility damage) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Black Tablecloths $5 each: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional LG Fee: 50+ swimmers $20+ per hour $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stage Set-Up: $100 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total Due**: **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

50% Deposit Due at booking or 100% if within 30 days: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Remaining balance due: \_\_\_\_\_\_\_\_\_ date \_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Security Fee due at beginning of Event directly to the officers: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(not to be given to anyone but the uniformed officers)

**Rental Fees & Payment**

* 50% of the total rental fee is due when your reservation is booked.
* 100% of the total rental fee is due 30 calendar days before your event date.

We accept cash, checks, money orders or credit cards for rental fees. Requests received less than 14 days prior to the event must pay in the form of cash, check or credit card. Credit card payments are subject to an Infrastructure Fee of 3%.

Facility Rental Guidelines



#### Cain Center YMCA, 214 Loyola Drive Athens, TX 75751

#### Phone: 903.677.4430

**Reservations**

1. Identify room(s) to be rented.
	1. Online – View more information on our website at:

<https://corsicanaymca.org/facility-rental/>

* 1. By Telephone – Call 903-677-4430
	2. In Person – Stop by the front desk for information
	3. By Email – Send an email to marisa@caincenterymca.com
1. Complete the paperwork, submit your request with payment.
	1. Complete the forms listed below and mail, email or deliver them in person along with payment.
	2. Facility Use Agreement
	3. Credit Card Authorization Form (if applicable)
2. Finalize your reservation.
	1. Once we receive your paperwork and payment, we will contact you by phone or email within five business days to confirm your reservation, review any special requests, and finalize your reservation by providing a copy of your Rental Confirmation.

Facilities may be reserved up to 12 months in advance. Please reserve a minimum of 14 days in advance to ensure proper staffing. Applicants must be at least 21 years of age or older and present throughout the entire rental. The person signing the reservation form is the responsible party in case of damage, theft, or disturbance. Minors must have adequate adult supervision. Only those rooms specified in the rental agreement will be available for your use on the day or time of your event.

Consider time needed for any deliveries, to set-up and decorate, and for clean-up when determining start and end times for your rental. Overtime charges for staff and facility use are billed at twice the regular hourly rate. All rentals at the Y are available until 12 midnight, with an allowance of up to 30 minutes for cleanup.

**Rental Fees & Payment**

* 50% of the total rental fee is due when your reservation is booked.
* 100% of the total rental fee is due 30 calendar days before your event date.

We accept cash, checks, money orders or credit cards for rental fees. Requests received less than 14 days prior to the event must pay in the form of cash, check or credit card. Credit card payments are subject to an Infrastructure Fee of 3%.

**Damage Deposits**

In addition to the rental fees, all facility rentals are charged a damage deposit fee. The damage deposit amount varies based on the room and type of use. Refer to the facility rental fees for more information.

Damage deposits are 100% refundable provided the following conditions are met:

* + The room and facility (including outside) are left in a clean and orderly condition per the “Facility Inspection Checklist”
	+ Use of the area does not exceed the scheduled time, and no additional staff time is required.
	+ The area and its contents, including equipment and keys, are accounted for and undamaged.
	+ All rules and procedures governing alcohol consumption and smoking/vaping are met.

If the above conditions are not met to the satisfaction of the Cain Center YMCA staff, an appropriate fee will be deducted from the security deposit. If cleaning and/or repair costs exceed the amount of the security deposit, the rental group will be billed. Repairs will be billed at the full replacement cost incurred, including labor.

Security deposits paid by credit card will be refunded back to the card within 10 business days. Security deposits paid by cash, money order or check will be refunded by check within 30 days. A credit card must be on file to reserve the facility.

**Cancellation and Rescheduling Policy**

All reservation cancellations must be made in writing (email is acceptable).

* Cancellations made up to 14 days after booking, shall be refunded all deposit fees in full.
* Cancellations made 31 or more days prior to the event will result in a full refund of the rental fees paid, less cleaning and damage deposit fee.
* Cancellations made 30 or fewer days prior to the event date shall forfeit all rental fees.

Requests to change the time or date of an event will be accepted in writing. Approval is subject to facility and staff availability. If necessary, additional rental fees must be paid in full at the time of the change.

The Cain Center YMCA may cancel this agreement upon written notice to renter in the event renter defaults on its obligation of payment, or renter fails to perform any term, conditions, or violates any term of this agreement. The Cain Center YMCA may also cancel this agreement if the applicant fails to provide any requested information or has provided false or misleading information within this agreement.

The Cain Center YMCA, acting in good faith, may cancel your event in circumstances where the facility you requested becomes unsafe for your intended use. Such circumstances include but are not limited to, natural disasters, environmental hazards, civil disturbances, or other events affecting public health and safety. In such circumstances, a full refund will be issued. The Cain Center YMCA will attempt to give you reasonable notice of the cancellation.

**Set-Up & Take Down**

All rental time periods include vendor set-up and clean up time. For example, if the renter rents an area for 4 hours, the renter needs to plan a portion of that for set-up and clean up within that time slot. If the renter goes over the allotted time, the renter will be charged the hourly rate and taken out of the damage deposit.

The Cain Center YMCA will set up and take down tables and chairs for your event. The renter is responsible for decorating, moving furnishings as desired and cleaning up. Use caution so that floors and walls are not damaged. Table coverings may be required.

The Cain Center YMCA will not be liable for any personal injuries or damage to personal property. Please see the agreement section of the Facility Use Request Form.

All items brought into the facility by the renter must be removed by the end of the rental. Renters must remove all food, materials, non-YMCA equipment, decorations, and garbage.

Refer to the “Facility Inspection Checklist” for a list of tasks you are required to complete at the conclusion of your event. It is your responsibility to properly dispose of trash and leave the facility clean and intact. Staff will assist you in locating cleaning supplies and the dumpster. Tables stained because of your use will be assessed a cleaning fee. At the conclusion of your event, you must complete a “Facility Inspection Checklist” and submit it to facility staff.

**Security Policy**

Security shall be required on **all events** where alcohol is served or sold.

Security will be arranged by the Cain Center YMCA. Uniformed officers will be present at any event serving alcohol. The ratio of policemen to people is 1:100. Officers require a 2-hour minimum @$51.66/hour per officer, 4 or more officers will require one of them to be a supervisor @ $68.88/hour. Holiday Rates apply.

**Cancellation:** A Renter cancelling or reducing an assignment within 4 hours of the start of the assignment shall pay the greater of officer hours worked or the agency minimum hours plus ODM administrative fees for the first 24 hours of the original assignment.

Officers do not enforce private rules or guidelines. Officers are for the safety and security of the event and the enforcement of laws and ordinances

Uniformed officers will arrive 15 mins prior to the start of the event, during the event, and until everyone vacates the building or at the discretion of the Cain Center YMCA Representative. If renter exceeds scheduled time paid to the officers, additional payment for those services is required.

**Loading & Delivery**

Deliveries and pickups, if any, must be scheduled during your rental hours. Do not block building entrances. Facility staff is not authorized to sign for your deliveries. Due to space and security concerns, items cannot be stored prior to or following your event.

**Food & Beverages**

The Cain Center YMCA reserves the right to approve a caterer for any event held on the Cain Center property. Renters of The Cain Center shall not provide any concessions nor rent or lease any concession space or booth space to any other vendor on the property for the purpose of selling food or concession items on the property without express written consent of the Cain Center YMCA.

Renters may bring in their own food or have the event catered. No access to the kitchen is provided as it’s occupied by, Treehouse Cupcakes & Frozen Treats that provides first-class catering and TABC licensed staff for your event if you desire these services, please contact them @ 903.670.3449.

**Alcohol**

Alcohol is allowed during the rental of the Cain Center YMCA. Alcohol is not allowed in the YMCA parking lot, weight room, child watch or pool area.

Please be advised of the following policies regarding alcohol at your event:

* + The use of alcohol by the renters and their guests is done solely at your own risk. The Cain Center YMCA will not assume responsibility for any adverse reactions to alcohol consumption.
	+ You are responsible for the conduct and behavior of your drinking guests. Underage drinking (under 21 years of age) is strictly prohibited.
	+ **It is required** that if any individuals will be consuming alcohol, the renter will pay in cash at the beginning of the event the security officer(s) for the event that the Cain Center YMCA will secure.
	+ **It is required** that the renter supply all the required permits and licenses that will have to be obtained through the appropriate authority, i.e. Texas Alcoholic Beverage Commission. (TABC)
	+ Host-provided alcohol is NOT BYOB, guests cannot bring alcohol onto the property.
	+ Host-provided alcohol is to be served, not sold, at private functions.
	+ Renters serving host-provided alcohol **MUST** hire a TABC certified bartender and provide The Cain Center YMCA with a copy of the bartender’s current TABC bartender certificate prior to the event. A list of approved TABC bartenders can be provided for you from The Cain Center YMCA.
	+ The Cain Center YMCA reserves the right to end alcohol service and/or the event at any time, for any reason, if The Cain Center YMCA staff or security determines that behavior and/or alcohol consumption threatens the safety of event goers and/or The Cain Center YMCA.

**Decorations**

You may bring freestanding decorations into the facility and are responsible for removing them at the conclusion of your event. Please be advised of the following:

* The use of staples, nails, tacks or duct tape is prohibited when affixing decorations to walls. The use of masking/painter’s tape is acceptable. All tape must be removed when taking down decorations. Hanging decorations from light fixtures is prohibited.
* Fog/smoke machines, dry ice, confetti, dance wax, glitter, hay, or rice etc. are **not allowed.** Unless approved by the Events Director. Additional cleaning fees may occur.
* The Cain Center YMCA is not responsible for any broken or missing decorative items brought by the renter
* Additional furnishing must be rented at the renter’s expense and is not the responsibility of The Cain Center YMCA.
* Tables, chairs, etc. layout must be discussed and approved by the YMCA 2 weeks prior to the event.

**Flammable Materials**

The use of flammable materials is not permitted at any indoor facility. Fuel canisters for warming food, and votive and tea light candles that are contained and will not tip over, are allowed. Additionally, fireworks are prohibited and cannot be used at our facilities.

**Smoking**

The Cain Center YMCA is smoke/vape and tobacco free, this includes the use of electronic cigarettes. If any of your guests smoke or vape please do so at least 25 feet away from building entrances/exits and windows/vents that open to the inside of a building. You are responsible for ensuring that outdoor areas are clear of all smoking debris at the conclusion of your event, and a failure to do so may result in a deduction from your security deposit.

**Codes, Policies and Ordinances**

During the rental of YMCA facilities, renters agree to comply with all local, state, and federal non-discrimination laws, regulations and policies.

The Cain Center YMCA reserves the right to terminate your event if the YMCA staff, in good faith, perceives that you or your guests pose a risk to the safety of persons or property on the premises or that you or your guests are violating local, state, or federal laws. Upon verbal notice from YMCA staff or the police that your event is being terminated, you and your guests must leave the premises immediately, and you will not receive a refund of your rental fee. You will be responsible for the prompt removal of any personal items brought to your event.

Noise volume must be contained within the boundaries of the facility, room, or grounds in which you rent. The rule will be strictly enforced by the Rental Monitor. If you fail to comply with this rule, the police may be called and you may be issued a Civil Noise Infraction. Items not included will be determined on a case-by-case scenario.

**On Site Staff**

The Cain Center YMCA staff is responsible for assisting you for the following:

* Unlock the building/room at your scheduled time.
* Work closely with the primary contact to answer questions.
* Ensure that noise is at an acceptable level.
* Ensure that the event ends promptly as scheduled on the Rental Confirmation.
* Ensure the facility and equipment is clean and ready for the next scheduled use.
* Ensure the building/room is locked and secured.
* When necessary, call appropriate security to enforce control.
* Activate 911 Emergency Services, if necessary.

The on-site staff is **not** responsible for the following:

* Act as guardian or security for any personal belongings.
* Supervise minors.
* Pick up trash at the conclusion of the event
* Load items into trailers or vehicles
* Conclusion of the rental agreement.