

For office use only:

Deposit Paid: _____ on _____ initials: _____
Remaining balance of _____ due _____ initials: _____
Remaining Balance Paid: _____ on _____ initials: _____

Cain Center YMCA Room Rental Agreement

This Venue Rental agreement (hereinafter "Agreement") is entered into this ____ day of _____ made by and between The Cain Center YMCA in Athens, Texas acting by and through its representative at the Cain Center YMCA, 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.

CAIN CENTER YMCA REPRESENTATIVE

Signature: _____

Printed Name: _____

RENTER

Signature: _____

Printed Name: _____

Event Information Page

Date of Event: _____ Event Name: _____

Gym _____ Meeting Room 1 _____ Meeting Room 2 _____

Civic Hall _____ Lounge _____ Pool Party Room _____

	Start	End
Set-Up Hours:	AM/PM	AM/PM
Event Hours:	AM/PM	AM/PM

Number of People: _____

Band/DJ Name: _____

Rental Fee: Total \$ _____

Utility Fee: Total \$ _____

Damage Deposit: (refundable) Total \$ _____

Additional Event Hours: Total \$ _____

Additional Pre-Event Hours: Total \$ _____

Cleaning Fee: Total \$ _____

Stage Set-Up: Total \$ _____

Linen Rentals: Total \$ _____

Total Due: \$ _____

50% Rental Deposit Due at booking: \$ _____

Remaining Amount Due 30 day prior to event: \$ _____

DUE DATE: _____

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

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

Event Contact: _____ Phone: _____

Address: _____

Email: _____

Secondary Contact: _____ Phone: _____

Facility Rental Guidelines



Cain Center YMCA

214 Loyola Drive

Athens, TX 75751

(903) 677-4430

www.corsicanaymca.org

info@caincenerymca.org

Reservations

1. Determine which location or area suits your needs.
 - a. Online – View more information on our website at: <https://corsicanaymca.org/facility-rental/>
 - b. By Telephone – Call 903-677-4430 ext. 4435
 - c. In Person – Stop by the front desk for information
 - d. By Email – Send an email to troy@caincenterymca.com
2. Complete the paperwork, submit your request with payment.
 - a. Complete the forms listed below and mail, fax, email or deliver them in person along with payment.
 - i. Facility Use Agreement
 - ii. Lifeguard Request (if applicable)
 - iii. Credit Card Authorization Form (if applicable)
3. Finalize your reservation.
 - a. 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 up to 30 minutes for cleanup.

Rental Fees & Payment

Room	Occupancy	Rate	Cleaning Fee	*Damage Deposit
Gymnasium (9,282 sq ft)	1,856 (Standing) 618 (w/tables & chairs)	\$220/hour \$2,750 daily Rate	\$250	\$500
Meeting Room 1 &2 (1,685 sq ft)	113 (w/tables & chairs) 200 (just chairs)	\$100/hour	\$50	\$50
Civic Hall (1,549 sq ft)	104 (w/tables & chairs)	\$100/hour	\$50	\$50
Poolside Party Room w/pool use (300 sq ft)	20 (w/table & chairs)	\$120/hour	\$50	\$50
VIP Pool Party (300 sq ft)	20 (w/table & chairs)	\$170/hour	\$50	\$50
Conference Room	10 (w/table & chairs)	\$50/hour	\$50	\$50

*refundable deposit

50% of the rental fee is due when your reservation is booked. This includes the Cleaning Fee & Damage Deposit. Pool capacity is a maximum of 88 swimmers.

100% of the rental fee is due 30 calendar days before your event date.

Rental rates for hours The Cain Center YMCA are not open is \$50 more per hour.

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 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 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 clean-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 as a result 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. There will be a cash fee of \$40 per hour with a four (4) hour minimum per officer. The renter is responsible for paying cash to the officers directly and up front before the start of alcohol being served. Failure to provide full payment to the officers on duty shall result in the event being canceled and shut down immediately.

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 the renter exceeds scheduled time paid to the officers, additional payment will be paid to the officers before the renter leaves the building.

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 in The Cain Center without express written consent of the Cain Center YMCA.

Renters may bring in their own food, have food delivered to the facility or have the event catered. Use of the kitchen at the facility is included with the rental. Kitchen equipment includes refrigerator, ice machine, stove top, oven and microwave. Renters are responsible for the care and condition of any equipment being used and must clean all equipment used.

Alcohol

Alcohol is allowed during the rental of the Cain Center YMCA. Alcohol is not allowed in the YMCA parking lot, gym, play area 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 hire a security officer for the event through the Cain Center YMCA.
- **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/painters 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. is **not allowed**. Unless approved by the Event Coordinator. 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 renters expense and is not the responsibility of The Cain Center YMCA.

- Tables, chairs, ect layout must be discussed and approved by the Event Coordinator 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 and tobacco free, this includes the use of electronic cigarettes. If any of your guests smoke 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, renter agrees 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 to assist you for the following:

- Unlock the building/room at your scheduled time.
- Work closely with the primary contact to answer questions or provide assistance.
- 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** expected to do the following:

- Act as guardian or security for any personal belongings.
- Supervise minors.

YMCA of Corsicana (Cain Center YMCA)

Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Credit Card Information
Card Type: ___ MasterCard ___ VISA ___ Discover ___ AMEX ___ Other _____
Cardholder Name (as shown on card): _____
Card Number: _____
Expiration Date (mm/yy): _____
Cardholder ZIP Code (from credit card billing address): _____

I, _____, authorize the YMCA of Corsicana to charge my credit card for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

Customer Signature

Date