

POLICIES, PROCEDURES AND GUIDELINES  
OF THE



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OF THE WELLBORN COMMUNITY CENTER

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**POLICIES, PROCEDURES, and GUIDELINES**  
**for the Wellborn Community Center Property**

**Section 1: Definitions**

1. “**Board**” - the Wellborn Community Center Board of Directors.
2. “**Center**” - Wellborn Community Center and the adjacent grounds owned by the center.
3. “**Supervisor**” - any of the members of the Board of Directors or appointed person(s).
4. “**TABC**” - Texas Alcoholic Beverage Commission
5. “**Caterer**” - any person or group that sells or serves food or beverage to users in the Center.
6. “**Facilitator**” - any person, firm or organization that signs and submits a rental agreement for use of the Center.
7. “**Contract**” - the signed agreement made between the Facilitator and the Center.
8. “**Student groups**” - any person, firm or organization using the facility with participants of minor age.
9. “**Fee**” – a monetary amount required to reserve and use any portion of the Center.
10. “**Damage Deposit**” – a sum of money remitted by Facilitator with any signed rental agreement to ensure Center property is returned in good condition. May or may not be refunded (see 4.2).

**Section 2: Booking Procedures**

- 2.1 Rental agreements must be **in writing** and accompanied by the **Damage Deposit** to be placed on the calendar. No verbal agreements will be honored.
- 2.2 Facilitator may not sublease or assign its reservation to another individual, group, or organization.
- 2.3 Facilitators may use only the area(s) specified in the rental agreement.
- 2.4 Reservations are approved at the sole discretion of the Board
- 2.5 Per the Fire Code, attendance is limited to no more than 300.
- 2.6 If rental is needed for **more than 12 hours or on multiple days**, Facilitator is encouraged to execute the agreement **30 days in advance** to ensure availability of the Center. Otherwise, **rental fee** is due at least **14 days in advance** of the scheduled use.
- 2.7 Wedding and/or wedding receptions are based on **full day rental** to allow for deliveries, decorating, cleanup, etc.

**Section 3: Usage Fee and Damage Deposit**

- 3.1 All fees and deposits for use of the Center and its facilities are set by the Board and are subject to change.
- 3.2 In the event of an increase in fees/deposits by the Board, all contracts **executed prior to the** adoption of such increase will be honored.
- 3.3 **Rental fee is non-refundable** and will be paid at least **14 days prior** to the scheduled event.
- 3.4 **Damage Deposit is refundable upon compliance** with all rules and regulations. **Damage Deposit does NOT apply toward rental fees.** Damage deposit will be returned, if applicable, within 30 days of rental.

#### **Section 4: Possible Additional Charges**

4.1 There will be a \$35.00 charge for all returned checks. If a check is returned, all future rentals must be paid by money order or certified check.

4.2 **All or part of the Damage Deposit** may be retained to cover:

- damages to the Center and personal property thereon
- excessive cleanup costs
- usage of additional property or space not in the original rental agreement.

4.3 A charge of \$95.00 per hour will be added to **ANY** unstipulated occupancy time (as per written agreement) accrued through **early arrival or late departure**. Any part of an hour shall constitute a whole hour.

4.4 Sworn Security Officers are to be paid on site at the event as directed by the Constable.

4.5 Facilitator agrees to obtain and pay for any and all necessary permits and licenses.

4.6 Replacement cost for damaged tables and chairs is \$125 and \$50, respectively.

#### **Section 5: Cancellation Refund**

5.1 Cancellation of an event **30 or more days** prior to said event results in a full refund of Damage Deposit.

5.2 Cancellation of **15 to 29 days** prior thereto, one-half of the Security Deposit shall be refunded.

5.3 Cancellation of an event **less than 15 days** prior to the beginning of such event shall not be entitled to a Damage Deposit refund.

5.4 All cancellations must be given through **written notice** and received during normal business hours prior to the event.

#### **Section 6: General Rules**

6.1 The Center and the premises shall be under the sole control of the Board or its Supervisor; they shall have the right to enter all rented areas at any and all times during the contracted rental period.

6.2 No firearms permitted.

6.3 Music will be kept at a reasonable level and is allowed until **10:00 p.m.**

6.4 The building and premises must be vacated **by 11:00 p.m.**, no exceptions.

6.5 Smoke (including vaping) and tobacco products are not to be used in the Center. Smoke and tobacco products are allowed outside the Center on the pavilion or porches, provided trash is disposed of in sand-filled receptacles provided.

6.6. Do **NOT** sit on tables, as they are designed for limited weight capacity.

#### **Section 7: Alcoholic Beverages**

7.1 Events which include alcoholic beverages shall be conducted under the laws of the State of Texas and rules and regulations of the Texas Alcoholic Beverage Commission. Facilitators are required to contact the TABC for information regarding such rules and regulations.

#### **Section 8: Sworn Security Officers**

8.1 Sworn Security Officers are required at ALL events involving alcohol consumption (**NOT private security**). The number of Officers will be based on attendance – 1 officer per 100 people. To arrange for this, **Facilitator** must contact Constable Jeff Reeves with the Brazos County Precinct 1 Constables Office at 979-979-324-0036.

8.2 The Constable will provide additional details to the Facilitator on requirements, arrival, and departure.

8.3 At the discretion of the board, the number of Sworn Security Officers required at any event may be changed, including non-alcoholic events.

8.4 Failure to comply with this requirement of hiring a Sworn Security Officer will terminate the rental agreement and cancellation procedures will apply.

### **Section 9: Amenities**

9.1 Tables, chairs and certain other personal property owned by the Center are available to the Facilitator as part of the Center rental for **on-site use only**.

9.2 If more amenities are required, Facilitator will be responsible to bring in or rent additional property at their own expense. The Board shall not be in any manner responsible for such personal property as may be brought in by the Facilitator. Any Facilitator's personal property left at the Center becomes property of the Center 48 hours after said event.

9.3 The Center has a kitchen with refrigerators, electric range, sinks, and some cleaning supplies.

9.4 Men's and Women's restrooms are available inside the Center.

9.5 Broom, mop, and buckets are in the broom closet in the kitchen, along with some trash can liners.

9.6 Vehicles can be parked on west-side ramp for loading and unloading only and must be moved as soon as possible, as this ramp serves as the emergency entrance to the building.

9.7 Wi-Fi is available inside the Center. See sign in kitchen for link.

**NOTE:** The Center does not provide table place settings (plates, cups, knives, forks, spoons, and napkins) or table coverings.

### **Section 10: Decorating guidelines**

10.1 Painter's tape may be used to secure any decorations. The use of nails, staples, tacks, duct tape, scotch tape or masking tape is NOT permitted. All decorative materials must be flameproof and crepe paper must be water-soluble as well.

10.2 Open-flame candles are **NOT** permitted. Only flame-contained candleholders are permitted.

10.3 **Decorations attached to the ceiling are NOT permitted.**

10.4 Rice, confetti, loose glitter or rose petals are **prohibited** anywhere on the Center premises.

10.5 At wedding receptions, throwing birdseed is allowed, but is restricted to the parking lot.

10.6 All the Facilitator's equipment and decorations must be removed at the conclusion of the event.

## **Section 11: Insurance**

11.1 **Facilitators** agree to and shall indemnify and hold harmless the Center, its officers, and agents from and against any and all claims, losses, damages, causes of action, suits of liability of every kind, attorney's fees for injury to or death of any person or for damages to any property, arising out of or in connection with the use of the premises by the Center, its agents, representatives, assigns, invitees, and participants under this contract. Such indemnity shall apply where claims, losses, damages, cause of action, suit or liability arise in whole or in part from the negligence of the Center.

11.2 **Facilitators** hereby assume full responsibility for the character, acts or conduct of all persons admitted to the premises or to any portion of the premises by the Facilitator, its agents, officers, or other representatives.

## **Section 12: Facilitator as Agent or Sponsor**

12.1 In cases where Facilitator is acting as agent or sponsor for another organization or individual which will be occupying and/or using the Center, **Facilitator 1 shall have full responsibility** for communicating provisions of this policy to the actual occupant or Facilitator 2. Facilitator 1 will be fully responsible for any damage, destruction or injury to the Center premises, furnishings, fixtures, or equipment by attendees.

12.2 Facilitator agrees to comply with the laws of the United States, the State of Texas and Brazos County.