

ORDINANCE NO. 148-22A

AN ORDINANCE OF THE TOWN OF ANDERSON, TEXAS, AMENDING ORDINANCE NO 148-22 ADOPTED TO PROVIDE RENTAL REQUIREMENTS FOR THE ANDERSON COMMUNITY CENTER; AMENDING RENTAL REQUIREMENTS AND RULES AND REGULATIONS FOR THE USE OF THE ANDERSON COMMUNITY CENTER; AMENDING THE FEES FOR THE USE AND RENTAL OF THE ANDERSON COMMUNITY CENTER; PROVIDING FOR THE AMENDMENT OF CONFLICTING ORDINANCES; PROVIDING OPEN MEETINGS, SEVERABILITY, AND EFFECTIVE DATE CLAUSES.

WHEREAS, the Town of Anderson, Texas (herein the "Town") desires to rent the Anderson Community Center to members of the general public and by and through this Ordinance the Town Council for the Town of Anderson desires to prescribe and adopt rules and regulations for the use and rental of the Anderson Community Center as provided in this Ordinance; and

WHEREAS, the Town Council for the Town of Anderson had adopted Ordinance No. 148-22 adopting rules and regulations for the use and rental of the Anderson Community Center, the Town Council for the Town of Anderson desires and intends to amend Ordinance No 148-22 as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ANDERSON, TEXAS, THAT:

Section 1. Terms of Agreement. The Anderson Community Center shall be available for rental subject to and under the terms and conditions, which includes the approved rules and regulations for the use of the Anderson Community Center, as set forth in **Exhibit "A"** to this Ordinance, which is incorporated herein as though fully transcribed herein (the "Agreement").

Section 2. Authorized Renter. Any group, persons, or organization wishing to rent and use the Anderson Community Center must designate an individual representative, who is 21 years of age or older, to be personally responsible under the terms of the Agreement who will be considered as the Authorized Renter. Other users of the Anderson Community Center under an Agreement will be considered as the Authorized Renter's guests. An Authorized Renter is responsible for the conduct of the Authorized Renter's guests. Any Authorized Renter not satisfactorily executing an Agreement and paying the costs and fees required by this Ordinance shall be automatically disqualified from reserving or renting the Anderson Community Center. The Town reserves the right to reject any Authorized Renter.

Section 3. Agreement. To reserve or rent the Anderson Community Center, an Authorized Renter must execute the Agreement as set forth in **Exhibit "A"** to this Ordinance and pay the required fees and costs. The Town Clerk and the Mayor are each authorized to execute the Agreement as set forth in **Exhibit "A"** to this Ordinance on behalf of the Town of Anderson.

Section 4. Rental Fees and Fees for Rental of the Anderson Community Center.

a. The Rental and use fees for the rental and use of the Anderson Community Center are set forth as follows:

- | | |
|-------------------------|--|
| 1. Full day: | \$125.00 deposit + \$150.00 rental fee |
| 2. Decorating / Set-up: | \$35.00 (if hall is not rented the day before event) |

b. All fees and costs shall be paid before the door code is coded for entry into the Anderson Community Center for the Authorized Renter.

Section 5. No Landlord/Tenant Relationship; Right to Terminate Use.

a. The rental of the Anderson Community Center is for the temporary use of the Anderson Community Center for a specified purpose and specified period. Notwithstanding any agreement or any implied agreement, no landlord/tenant relationship is created or implied between the Town of Anderson and any Authorized Renter or any other person using the Anderson Community Center.

- b. The Town of Anderson reserves the right to require any Authorized Renter, or any other person using the Anderson Community Center to immediately cease use and leave the Anderson Community Center due to a violation of any rule or regulation or failure to pay required costs or fees.

Section 6. Deposit

- a. **Deposit.** A deposit shall be required to be paid at the time reservation for the use of the Anderson Community Center is made. The deposit shall be fully refundable after the Renter uses the Anderson Community Center and subsequent to the inspection of the Anderson Community Center by a designated representative for the Town of Anderson. Deductions shall be made from the deposit and retained by the Town of Anderson for the following:
 - 1. Damages to the Anderson Community Center caused by the Authorized Renter or any individuals using the Anderson Community Center during the rental term of use of the Anderson Community Center.
 - 2. Expenses to clean the Anderson Community Center which shall include expenses incurred by the Town to clean trash, clean floors, remove garbage, and remove other property left behind by the Authorized Renter or any persons using the Anderson Community Center during the applicable rental term of use by an Authorized Renter. Nothing contained in this Section prohibits the Town from charging an additional Cleaning Fee as authorized by this Ordinance to cover the potential costs of cleaning the Anderson Community Center after the applicable rental term of use by an Authorized Renter.
 - 3. Failure to cancel the rental at least 14 days prior to a scheduled event.

Section 7. Cancellation Fee. Cancellations must be in writing at least 14 days in advance of the scheduled event. Failure to properly notify City of cancellations will result in forfeiture of the deposit.

Section 8. Use of Certified Security Personnel.

- a. **Certified Security Personnel Required.** Any scheduled event where alcoholic beverages will be served or consumed will require the use of certified security personnel. The Authorized Renter is solely responsible for providing certified security personnel.
- b. **Costs of Certified Security Personnel.** The Authorized Renter is solely responsible for the costs and expenses of required certified security personnel. Under no circumstances shall the Town of Anderson be obligated or responsible for providing certified security personnel for an Authorized Renter or an Authorized User's scheduled event.
- c. **Enforcement.** A failure to provide the required Certified Security Personnel will be a violation of this Ordinance and of the Agreement. In such case, the Town of Anderson is authorized to terminate the Agreement and is authorized to require the Authorized User and any individuals using the Anderson Community Center, to immediately cease use of the Anderson Community Center.

Section 9. Amendment of Conflicting Ordinances. All parts of ordinances in conflict herewith are hereby amended to the extent of such conflict only. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance the terms and provisions of this Ordinance shall govern.

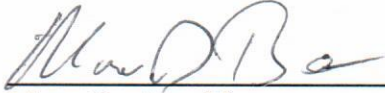
Section 10. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 11. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

Section 12. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.


PASSED AND APPROVED on this 10th day of August 2023.

Signed:



Marc Benton, Mayor

Attest:



Pam Johnson, Town Clerk

Rental Date: / /

Name: _____

Phone #: [REDACTED] - [REDACTED] - [REDACTED]

Mailing Address: _____

City: _____

State: Zip:

Email: [REDACTED]

1. The Authorized Renter hereby agrees to rent the Anderson Community Center ("Hall") for the applicable rental period set forth above and to pay the below fees and charges as set forth below:

- a. A deposit is required to reserve the date. This will be refunded after building and grounds have been inspected and deemed to be in satisfactory condition by the Town of Anderson.

- i. Full day - \$125

- b. Rental fee for hall use, to be paid in full before the date of rental. Cash, check or money orders are accepted, payments with credit card shall include a \$3.00 administrative fee.

- i. Full Day - \$150.00

- c. If the Authorized Renter cancels the rental of the Hall under this Agreement with less than 14 days before the rental date, the deposit will be forfeited.

- d. Provided that the Hall is not rented the day before the intended event, the Authorized Renter may set up for event on the previous day for a charge of \$35.00.

2. This Agreement shall be subject to the Town's Ordinance applicable to the use of the Anderson Community Center and the attached Rules and Use Regulations.

3. I acknowledge receiving a copy of the Town Ordinance applicable to the use of the Anderson Community Center and the attached Rules and Use Regulations.

4. I agree and acknowledge that a violation of the Town Ordinance or the attached Rules and Use Regulations by the Authorized Renter or any of the Authorized Renter's guests shall authorize the Town of Anderson to immediately terminate this Agreement and retain the deposit.

5. I agree and acknowledge that I may enter the building at 8:00 a.m. on the day of the rental and that the building must be cleaned and vacated no later than 1:00 a.m.

Authorized Renter Signature: _____

Date: / /

Town Representative Signature:

Date: / /

Deposit Received: / /

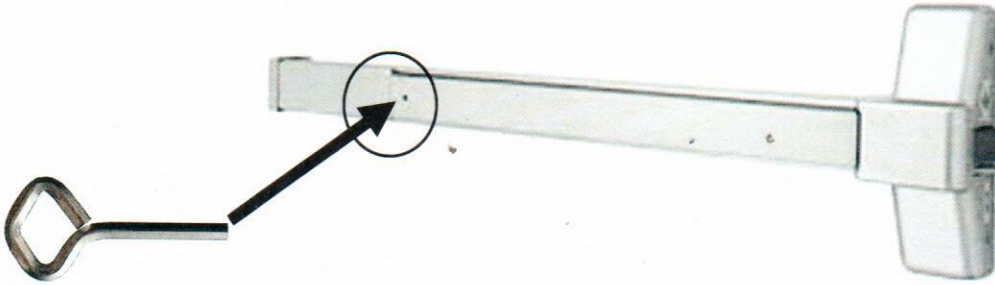
Balance Received: / /

Exhibit A
RULES AND USE REGULATIONS FOR THE RENTAL AND
USE OF THE ANDERSON COMMUNITY CENTER

1. The Authorized Renter shall perform the following:
 - a. Clean, sweep, and mop the entire building, including, but not limited to restrooms, inside the stove, refrigerator, and microwave and trash picked up on the outside grounds.
 - b. Remove all trash from the premises, to include trash in restrooms, replacing all trash bags. Trash bags can go in the dumpster catty-corner across the street.
 - c. Remove all decorations, to include anything used to install decorations.
 - d. If the air conditioner or heater is running, do not prop doors open. (Follow directions on how to unlock doors to open from the outside.)
 - e. Make note of ANY building issues or unclean building conditions upon arrival for your rental and immediately send detailed email, including photos, if possible, to townoffice@andersontx.gov
 - f. Reset **both** thermostats upon leaving the premises. (One thermostat is in main hall by women's restroom, another is behind the kitchen door.) If warm weather, reset to 75 degrees, if cold weather, reset to 65 degrees.
 - g. Leave the porch light on.
2. If upon arrival the Authorized Renter does not notify the Town of any issues with the conditions of the Anderson Community Center such as unclean conditions or damaged items, then the building shall be considered in a clean condition and free from damages.
- 3. The use of tacks, staples, nails, or other objects that may damage the ceiling, walls, etc., is prohibited.**
4. NO alcoholic beverages may be SOLD on the premises. The use of alcoholic beverages is restricted to the private use of the Authorized Renter and guests and the use of alcoholic beverages which shall be confined to the building. No inside or outside Public Intoxication or unruliness will be permitted. Lessee and all guests shall comply with all applicable laws, ordinances and regulations including those relating to the service and consumption of alcoholic beverages.
5. The Authorized User accepts the Anderson Community Center ("Premises") as-is. The Town of Anderson makes no warranties, either express or implied, as to the use or suitability of the Premises for any specific intended use. The Authorized User has inspected and investigated whether the Premises are suitable for Authorized User's and their guests' intended use.
6. Town of Anderson shall not be liable to the Authorized User or any guests and users of the premises for any personal injury or property damage in or about the leased facility. Authorized User and all guests and users of the premises shall indemnify and hold the Town of Anderson, it's officers, members and agents harmless from and against all liabilities, claims, and judgments including costs and attorney's fees and related expenses for personal injury to and death of any person, and for loss of or damage to any property which arises out of leased facilities, including any personal injury or death, or loss of or damage to any property which arises out of concurrent or sole negligence of Town of Anderson.
7. No smoking is permitted inside the Anderson Community Center or within 15 feet of the doorways to the Anderson Community Center. Receptacles for cigarette butts are located on the front porch of the building. Cigarette butts found on ground after your rental could result in retention of the deposit for the costs of cleaning and removal of cigarette butts from the grounds.
8. No contract exists until this Agreement is signed, returned to the Town of Anderson and required deposits and costs are paid in full.

To unlock the door to allow people to enter from the outside:

- Push the bar in and turn the hex key hanging from chain while holding the bar.



To lock the door when you leave:

- Turn the hex key back, releasing the bar.

You are also responsible for the following:

- Cleaning kitchen area, to include countertops, stove, refrigerator, and microwave.
- Sweeping and mopping the building, to include kitchen and restrooms (mops, brooms & and cleaners are in the supply closet to the right of the sink).
- Removing trash, to include restrooms (you may use dumpster catty cornered across the street) and **replacing bags** (found in the supply closet). Bags for restrooms will be underneath the sink in the restrooms.
- Removing all decorations, including tape.
- Removing all items that you placed in refrigerator/freezer (cleaning if needed).
- **Cleaning all tables and chairs before restacking them.**
- Restack chairs **straight & no more than 10 to a dolly.**
- Picking up any trash on the outside of the building (if applicable)
- Chairs and tables do not belong in the kitchen, please restack them in the corner by the front office.
- **The office by the back door is a private office and is not to be entered or used as a storage closet.**

For issues or problems that arise with the use of the building, call 936-727-4839.