



Town of Sunnyvale

Town Hall Use Application

127 N. COLLINS RD., SUNNYVALE, TX 75182

Date received: _____

Received by: _____

Applicant Name(s): _____

Applicant Address: _____

City: _____ ST: _____ Zip: _____ Telephone: _____

Fax: _____ Email Address: _____

Organization Name: _____

Address: _____ City: _____ ST: _____ Zip: _____

Time and Date Desired: All reservations must end by 9 p.m.

Event Date: _____, 20____. Time: _____ am pm to _____ am pm

Type of meeting or activity: _____

Maximum occupancy is 200 people

Number of adults: _____ Number of children: _____ Total number of attendees: _____

Liability Insurance Required? Yes / No Is there a charge? Yes / No Catered event? Yes / No

Are food and/or beverages being served? Yes / No Is kitchen access needed? Yes / No

Cleaning Fee = \$150 (non-refundable)

Name of Caterer: _____ Telephone: _____

Tables and chairs available (to be set up by agreement holder)

(15) 8' rectangular tables, (3) 6' rectangular tables, 90 red chairs, and 66 black chairs

Your reservation is NOT guaranteed until confirmed and full payment is received.
Failure to thoroughly clean facilities including teardown of tables and chairs
will result in forfeiture of agreement deposit.

Signature

Date

OFFICE USE ONLY

Manager approval: _____ Date confirmation sent: _____

Rental amount received: \$ _____ Receipt #: _____ Deposit: \$ _____

Deposit amount refunded: \$ _____ Refund date: _____ By: _____

After Hours Fee Required? Yes _____ No _____ \$ _____

AGREEMENT: The signatory hereby makes application to the Town of Sunnyvale for the use of town facilities described on the reverse side of this form and certifies that the information given is correct. The signatory further states that he/she has the authority to make this application and agrees to all of the rules and regulations of the Town of Sunnyvale. The applicant agrees to exercise the utmost care in the use of town premises and property.

EVENT RELEASE AND INDEMNITY AGREEMENT: In consideration of the Town of Sunnyvale's acceptance of this reservation application, Applicant and Applicant's heirs, executors, administrators and assigns, forever release and discharge the Town of Sunnyvale and any and all public officials, directors, officers, employees and agents of the Town of Sunnyvale (the "Town of Sunnyvale, et al"), from any and all liability, claims, demands or causes of action that Applicant and/or attendees of the Applicant's event may hereafter have for injuries, death, or damage resulting from participating in the meeting and/or event at Town Hall for which this reservation is made. Applicant attests and verifies that Applicant assumes the risk of death or injury and that Applicant assumes and will pay medical and emergency expenses in the event of an accident, illness or other incapacity, regardless of whether Applicant has authorized such expense. Applicant further agrees that Applicant WILL NOT SUE OR MAKE CLAIM AGAINST the Town of Sunnyvale, et al for damage of losses sustained as a result of activities directly or indirectly related to the use of Town Hall. Applicant also AGREES TO PROTECT, DEFEND, INDEMNIFY AND SAVE AND FOREVER HOLD HARMLESS the Town of Sunnyvale, et al from all claims, lawsuits, judgements and costs, including but not limited to, attorney's fees, to reimburse them for any expenses whatsoever incurred in connection with any action resulting from the use of the Town Hall, EVEN IF SUCH DAMAGES AND LOSSES ARE CAUSED BY THE NEGLIGENCE, STRICTLY LIABLE ACT OR OMISSION OR OTHER FAULT OF THE TOWN OF SUNNYVALE, ET AL OR THE PUBLIC OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS OF SUCH TOWN OF SUNNYVALE, ET AL. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person entity.

CERTIFICATE OF INSURANCE: All facility users that are required to provide event insurance shall provide evidence of General Liability Insurance for not less than \$1,000,000 combined single limit bodily injury and property damage coverage or \$500,000 per person/\$1,000,000 per occurrence property damage. The Town of Sunnyvale will be named as an additional insured by endorsement.

Smoking is prohibited in all town facilities. Alcoholic beverages are prohibited in all town facilities.

Lessee or their agents or employees shall at all times strictly comply and abide by all laws and ordinances (including federal, state, county and city) applying to or affecting the use and occupancy of town facilities.

Lessee shall be responsible for securing and costs of any personnel needed for the operation and security within the facility and it's premises as deemed necessary by the town.

A security deposit may be assessed at the discretion of the town and part or all of the deposit may be retained for failure to comply with policies of the facility.

Lessee shall not sublease or assign the permit or any portion thereof without the written permission of the town.

Occupancy capacity of this facility leased shall not be exceeded. It is the responsibility of the Lessee to ensure that the capacity posted is not exceeded. The Lessee is legally responsible for any violations of the stated capacities. The occupant load at Town Hall is based on square footage combined with the set-up of tables and chairs. **The maximum occupancy is no more than 200 persons.** Utilizing a full complement of tables and chairs, the occupancy rate is no more than 200 persons. **These numbers are established by the Sunnyvale Fire Department for your safety and approved by the Town Council.**

The Town of Sunnyvale has the right to cancel an approved request or revoke the right of the use of any town facility to any group or individual when:

- Said group or individual has shown sufficient disregard for the policies of the town,
- It is deemed necessary for the concern of the health, safety, and welfare of the user, guest, or the general public,
- Is in the best interest of the Town of Sunnyvale,
- Necessary maintenance and/or repairs must be made.

I (We) have read and understand the rules and regulations for the leasing of town facilities. I (We) understand that I (we) are responsible for any damage(s) that may occur during our lease period, and that the security deposit, in whole or part, may be forfeited to the Town of Sunnyvale if it is determined that the rules and regulations were not followed.

Lessee

Date

Lessee

Date

GENERAL RULES AND REGULATIONS FOR TOWN HALL

- (a) The facilities are available for use by residents and staff of the Town of Sunnyvale, and by educational, civic, cultural, religious, and governmental groups based in Sunnyvale. Religious groups may use the facility for business or fellowship meetings, but **not** for repetitive religious services. A valid Texas driver's license must be presented at the time the reservation is made, and the person making the reservation must be present at all times during the reservation. The security deposit for groups listed above may be waived at the discretion of the Town Manager. Future usage of the facility without fees may depend on the condition in which the facility is left in, and may result in users paying a security deposit, cleaning fee, or both
- (b) There shall be no charge for a Qualified Homeowner's Association meeting. A Qualified Homeowner's Association is defined as a homeowner's association governing property that is located in the Town of Sunnyvale and that (1) has had its articles of incorporation, bylaws, and restrictive covenants approved by the Town of Sunnyvale and contains provisions required by Town codes, ordinances, resolutions, rules and regulations. Any meeting of more than ten (10) persons must pay the one hundred fifty dollar (\$150) cleaning fee
- (c) The facility's audio and visual (A/V) system is not available for usage
- (d) Dances will not be scheduled. Dinner or reception music is allowed; however, loud recorded or live music is prohibited. The party making the reservation is responsible for obtaining all applicable and required licensing related to playing music. Overnight lock-ins are prohibited
- (e) Gambling is generally prohibited. Exceptions to this rule are IRS designated non-profit organizations may host a Casino Night event for charitable causes. Raffles may be held in accordance with the Charitable Raffles Enabling Act
- (f) All reservations must end on time. Rental time is defined to include all set-up and take down time. Events that do not end at their scheduled time will be stopped. If an event continues, despite being asked to leave due to exceeding the scheduled timeframe, law enforcement will be contacted, and the security deposit will be forfeited in its entirety
- (g) All reservations or events must be scheduled. The facilities will be opened and closed fifteen (15) minutes prior to and after the times listed in the rental agreement

- (h) Maximum occupancy of Town Hall is 200 persons, and will be enforced
- (i) All payments and deposits must be made at the time the reservation is made
- (j) A security deposit will be assessed, and part or all of the deposit may be retained for failure to comply with policies of the facility. An accounting of any adjustment to the security deposit will be made at the time the security deposit is refunded. The security deposit for groups listed in section (a.), may be waived at the discretion of the Town Manager
- (k) General liability insurance of one million dollars (\$1,000,000) may be required due to the number of participants, or the activity of the event. This will be determined by the Director of Parks at the time the reservation is being made. If insurance is required, a certificate of insurance listing the Town of Sunnyvale as an additional insured, must be presented to the Utility Clerk at least one (1) week prior to the scheduled event
- (l) The Utility Clerk will be the point of contact for events planned in and on the premises of Town Hall. Reservations may be made Monday – Friday from 8 a.m. – 5 p.m., and the facilities may be viewed by appointment with Town staff Monday – Friday from 9 a.m. – 4 p.m.
- (m) The Town of Sunnyvale reserves the right to cancel use of the facilities in the event of a Town emergency, or any other compromise of the facility. Should this occur, all monies collected for the reservation will be refunded
- (n) (15) 8’ rectangular tables, (3) 6’ rectangular tables, 90 red chairs, and 66 black chairs (property of the Town of Sunnyvale) will be provided as needed, but must be arranged at the time of the reservation
- (o) All set-up and takedown is the responsibility of the user. No Town staff will be involved in this process. All tables used for serving food or dining must be appropriately covered, and no furnishings may be removed from the facility
- (p) The facility may be decorated, however, no nails, push pins, tacks, staples, tape, adhesives or objects may be attached to walls, ceilings, windows, or any other permanent fixtures of the facility. Crepe paper must be water soluble. No “silly string”, straw, or hay is allowed inside the facility. Balloons may be filled with air or helium, but must be removed at the end of the reservation. Bubbles, birdseed, rose petals, and other similar materials are restricted to parking areas only. Rice and/or fireworks are prohibited

- (q) All decorative materials must be flameproof. With permission, Sterno canisters may be used to keep food warm
- (r) Please do not drag objects or furniture on floors so as to damage the flooring in any way
- (s) Do not remove any equipment, decorations or furniture from the facility
- (t) Do not use the kitchen for cooking or preparing food items. Microwave and refrigeration appliances are intended for keeping foods at proper temperatures. All food should be prepared off-site in accordance with rules and regulations for caterers (See Caterers and Kitchen Use Rules)
- (u) In case of weather that may generate muddy conditions, facility users should take precautions to restrict the tracking in of mud, moisture or associated materials that will damage floors
- (v) Children should be supervised at all times, at a ratio of one (1) adult per ten (10) children under the age of eighteen (18)
- (w) The use of alcohol or tobacco products is prohibited on Town property. If evidence of alcohol or tobacco products are found on the premises, the security deposit will not be refunded, and future rentals will not be allowed
- (x) No animals are allowed within Town Hall, other than certified service animals and/or guide seeing-eye dogs
- (y) Parking areas provide for eighty-five (85) vehicles, of which four (4) are handicap accessible. Parking on or along Collins Road, in fire lanes, or grass areas is prohibited. Additional parking may be available at Town Center Park, but must be requested at the time of the reservation
- (z) All decisions with regard to the Town Hall reservation policy are the responsibility, and at the discretion of the Town Manager and his or her designee

RULES AND REGULATIONS FOR CATERERS AND KITCHEN USE

- All food must be prepared prior to the event. There are no cooking facilities. An ice machine, refrigerator, microwave, sink, and counter space is available for use. The use of Town supplies such as coffee, creamer, sugar, plates, silverware, cups, and paper goods is strictly prohibited. Usage of prohibited items will result in the loss of the security deposit
- (15) 8' rectangular tables, (3) 6' rectangular tables, 90 red chairs, and 66 black chairs (property of the Town of Sunnyvale) will be provided as needed, but must be arranged at the time of the reservation. All set-up and takedown is the responsibility of the user. No Town staff will be involved in this process. All tables used for serving food or dining must be appropriately covered, and no furnishings may be removed from the facility
- You must bring your own cleaning supplies and equipment in addition to paying the non-refundable cleaning fee
- All spillage of beverages and/or food must be mopped and cleared immediately to avoid injuries to staff, guests, or Town finishes
- Caterers are responsible for removing all trash used to serve food. All trash is to be deposited in the dumpster provided in the rear of the building by the reserving party
- **NO** food, drinks, or condiments are to be left in the refrigerator. Refrigerator is to be left clean. All food must be removed or disposed of at the end of the event
- A vacuum cleaner will be provided for floor cleaning before departure
- The catering area shall be left clean with floors swept/mopped and all trash removed. The facility must be left clean, and in the same condition it was found
- Food or food by products shall not be disposed of in the sink
- Failure to abide to the rules and regulations may result in a forfeiture of the security deposit, and being barred from future events for one year from the date of the violation

Hours for Rental:

- (a) The hours for rental of Town Hall shall be 9 a.m. to 9 p.m. Monday through Friday, on Saturday from 8 a.m. to 9 p.m., and on Sunday from 12 p.m. to 5 p.m.
- (b) Reservations must be scheduled in advance so as not to interfere with Town business or meetings. Payment of all fees is required at the time the reservation is being made. The facility will be inspected for any damages after the completion of the reservation. If no damages or additional charges exist, the security deposit will be refunded within thirty (30) days. If a reservation is cancelled prior to a week before the scheduled reservation, a full refund of the security deposit will be granted. If the cancellation occurs less than a week prior to the scheduled reservation, a forty (\$40) dollar fee will be assessed.

Fee Schedule:

- (a) The fee schedule is as follows:

<i>Town Hall Rental Fee Schedule</i>	
Time	Fees (Town of Sunnyvale Residents Only)
Monday – Friday (9 a.m. - 9 p.m.)	\$350 Security Deposit (refundable) \$150 Cleaning Fee (non-refundable) \$140 Facility Rental Fee (up to 3 hours) \$40 Facility Rental Fee (for each additional hour)
Saturday (8 a.m. - 9 p.m.)	\$350 Security Deposit (refundable) \$150 Cleaning Fee (non-refundable) \$140 Facility Rental Fee (up to 3 hours) \$40 Facility Rental Fee (for each additional hour)
Sunday (12 p.m. - 5 p.m.)	\$350 Security Deposit (refundable) \$150 Cleaning Fee (non-refundable) \$140 Facility Rental Fee (up to 3 hours)

	\$40 Facility Rental Fee (for each additional hour)
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(c) Exceptions:

No usage fees are required if the event is held during normal Town Hall business hours (Monday through Friday from 8 a.m. – 5 p.m.) by a business located in Sunnyvale;

No usage fees are required for a qualified homeowner’s association or any other tax-exempt organization that is based within the Town of Sunnyvale. If one of these groups reserves the facility, and does not show up or cancel the reservation in advance, a forty (\$40) dollar fee will be assessed for opening and closing the facility;

If the facility is not returned to a clean condition, a cleaning fee of one hundred and fifty dollars (\$150) may be charged;

Any use of the facility for extended periods of time or reoccurring events, must be approved by the Town Manager upon recommendation by the Director of Parks;

The Town Manager shall be authorized to set or negotiate rates for groups and special events and to set other fees that are yet to be determined