

**Community Building Rules and Regulations  
(updated 6/14/22)**

**Chambers County Facility Contract**

**RESIDENCY:**

For residency fees to apply, the renter must be living in Chambers County. Persons not living in Chambers County are not residents, even if they own property in Chambers County.

**CONTRACTUAL USER (USER OR RENTER) MUST BE PRESENT AT THE EVENT:**

The contractual user, the responsible renter, of any County facility must be present during the scheduled time of the event and must have a copy of this rental contract at the event. Facilities may be randomly checked on rental dates and if the user is not present and/or the rental contract cannot be provided, the parties will be subject to being asked to vacate the premises and the user will forfeit ALL fees; deposit, rental, inspection, cleaning, and security (if applicable).

**BUILDING HOURS:**

A rental day at any County facility is defined as beginning at 8:00 AM and ending at 12 midnight on the day of the rental. The facilities are ONLY rented by the DAY. The user is NOT allowed to enter the facility the day before or the day after the rental period; unless it's reserved and paid for. The user should consider this time frame if there's a need to set up for the event and also to allow time to clean the facility after the event. No overnight parking is allowed.

**RENTAL FEE:**

\*A rental fee is required for EACH DAY of use for each County facility.

\*The user is required to pay ALL fees prior to picking up the key to the facility. The key is picked up before the date of the event. If payment is by check, the payment must be made two weeks prior to the rental date.

\*Fees are set by Commissioners Court and may be modified by the court from time to time. The most recent rental rates are attached.

**DEPOSIT FEE:**

\*All fees paid to Chambers County for the use of any County facility will be deposited with the County Treasurer.

\*The deposit fee will be returned to the user within two to three weeks, as applicable.

\*Reservation is NOT binding until receipt of the deposit fee. Note: Chambers County reserves the right to cancel any reservation, at any time, should an occasion arise where Chambers County requires the use of the facility for official business, or at the discretion of the Precinct Commissioner.

## **CANCELLATION OF RESERVATION:**

Any reservation not cancelled by the renter within fourteen (14) days prior to the rental date will be charged a \$25.00 cancellation fee. This fourteen (14) day process allows time for cancellation of security officers (if required) and for other users to make reservations in a timely manner.

## **ALCOHOL:**

If alcohol of any type will be consumed or served on County premises, it is the responsibility of the user to provide security for the event. Security must consist of at least one or more TCOLE Certified Peace Officers dependent on the number of guests, see security request. The County will provide the user with the required "security form" to be completed by user. The County will forward the form to the Appropriate Department. At this point, all negotiations will be between the Appropriate Department (assigned security officer) and the user. See security form attached. **Chambers County does not accept liability for security, RENTER accepts ALL liability.** See "Security" section below

**NOTE:** If alcohol, of any type, is found at any County facility and the appropriate deposit fee was not paid nor was security obtained through the Appropriate Department, the user WILL lose the entire deposit fee and lose the right to rent any Chambers County facility in the future.

## **KEY:**

The key for the reserved County facility must be picked up on the business day just prior to the event or special arrangements may be considered for key pick up, during office hours of 8AM-noon/1 PM-5 PM Monday through Friday on the County's customary business. The key must be returned the next business day after the scheduled event. Keys are numbered. Keys not returned will result in a \$100.00 charge to cover the cost of replacements.

## **Chambers County Facility RULES:**

**Violations of any Rules may result in a forfeiture of all or part of the deposit. It is common to have multiple back to back events scheduled and it is important that each USER leave the facility in a clean state for the next USER. Any damage to the facility or contents, including but not limited to tables, chairs, and appliances, will be financial responsibility of the USER and may exceed the deposited amount.**

1. Decorations are NOT to be taped, nailed, stapled or attached to walls, tables or ceiling tiles, beams or pipes of ANY County facility, nor is anything to be taped, attached or hung to the walls and windows outside the facilities.
2. Trash MUST be removed from County facility (inside and outside) and hauled off.
3. Tables and chairs are not to be removed from the building for ANY reason. For safety reasons, please DO NOT block any exit doors or hallways with tables and chairs.
4. After the event is over, ALL tables and chairs must be returned to the designated areas. Do not stack more than 10 (ten) tables per rack. DO NOT BLOCK Return Air Vents.
5. BEFORE the user leaves, the facility MUST be cleaned which includes the main hall, kitchen and restroom areas. (Sweep & mop all floors and clean countertops, kitchen

appliances (inside and out), sinks, tables, chairs, toilets and any other fixtures that were used).

6. When using the air conditioner, return the unit to 78 degrees. When using the heat, return the unit to 60 degrees.
7. All the lights **MUST** be turned **OFF** as the user leaves the facility.
8. Do not overload the circuits by plugging too many items in to one outlet or it will possibly trip a breaker.
9. Items for entertainment or any other purpose may not be placed on County property during the event unless specific written permission is provided by the County Commissioner prior to the event. These may include but are not limited to trailers, BBQ pits, moonwalks, bouncing houses or other items. Water slides or other devices which require electricity and/or water are generally prohibited.
10. Use of smoke generators, fog machines or any similar device(s) in the County's Community Buildings is forbidden.
11. **IT IS THE RESPONSIBILITY OF THE USER TO BE PRESENT AT THE EVENT AT ALL TIMES!!**
12. If for any reason a user has a concern with a facility, the user is **REQUIRED TO** contact the office from which the facility was rented. If the concern occurs after regular business hours, the user should call the Chambers County Sheriff's Office @ 409-267-2500.

**\*NOTICE:** Chambers County reserves the right to cancel any reservation, at any time, should an occasion arise where Chambers County requires the use of the facility for official business, or at the discretion of the Precinct Commissioner.

**CHAMBERS COUNTY FACILITY CONTRACT ACCEPTANCE:** (To be on every contract)

**I, the undersigned, have read the above Chambers County Facility Contract and understand the terms of said agreement and that I am the responsible party to this agreement. I further understand that failure and/or disregard to this contract may result in the loss of all or part of my deposit fee. If the building, or its contents, is damaged; additional expenses may result and I may forfeit the right to future use of any Chambers County facility.**

**CHAMBERS COUNTY SHALL NOT BE HELD LIABLE FOR ANY ACT ARISING FROM THE CONDUCT OR MANAGEMENT OF RENTER'S ACTIVITIES ON THE PREMISES, FOR ACCIDENTS OF ANY NATURE OCCURRING ON COUNTY PROPERTY, FOR LOSS OF OR DAMAGE TO PROPERTY BELONGING TO ANY PERSON OR ORGANIZATION, OR ANY ACT OF NEGLIGENCE, GROSS NEGLIGENCE, OR PERSONAL INJURY.**

**Renter's signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**County Representative signature** \_\_\_\_\_

1. **User Fees:**
  - a. Chambers County will **NOT CHARGE** a user fee to a non-profit organization that is formerly established in the State of Texas by the Secretary of State (an organization formed under Chapter 501 (c) – 3 of IRS Code) **BUT** the deposit fees are expected to be paid. Non-profit organizations should be limited to the use of one **"NO CHARGE"**

rental day during each quarter. Certain exceptions may be permitted upon approval by the Precinct's Commissioner. Security fees, cleaning fees and other fees apply to 501 (c)-3 Corporations. Proof of Corporate status may be required. 501 (c) -3 organizations may include Homeowners Associations, Churches, council meetings, scouts and school functions.

- b. Chambers County employees may receive one (1) free rental day, per calendar year at eligible County facilities. The County employee **MUST** pay the required deposit fee (See Chambers County Rental sheet) for that particular County facility, **AND** any other charges incurred by the County. **(For example, floor mopping fee at New McLeod or New White's Park, security, inspection fees, etc.)** Employees will be responsible for fees and costs for any additional building rentals or days beyond what is prescribed above.
- c. All user fees are required to be paid when the key is picked up from a County office prior to the event. If a check is used to pay the deposit or rental fee, time should be allowed for the checks to clear, however this is not mandatory. The community buildings may be used by Chambers County residents for events related to funeral services, such as family gatherings or a meal after a funeral. Out of County residents may rent the building, but must pay the customary rental fee, deposit, and other fees that apply. The County Commissioner may waive the Chambers County resident rental fee, deposit, or other fees.

## **2. Deposit fees:**

- a. ALL Deposit fees are to be paid within two (2) business days of the reservation request.
- b. ALL building fees will be deposited with the Chambers County Treasurer within 7 days after receipt of the deposit.
- c. A reservation is not binding until the deposit fee has been receipted.
- d. Deposits fees may be waived by the Precinct Commissioner for 501 (c) – 3 organizations for meetings (examples: Homeowners Associations, scout meetings, school related functions). 501 (c)-3 organizations that serve food will be required to pay the deposit fee, inspection fee or other fees for use of the building. Also see 1D and 1E above deposits.

## **3. Reservations and fees:**

- a. Reservations may be booked in advance of one (1) calendar year. Reservations are not binding until receipt of the signed contract and receipt of the deposit.

## **4. Cancellation of reservation:**

- a. Any reservation not cancelled within fourteen (14) days of the event will be charged a \$25.00 cancellation fee in the form of a deduction from the deposit. The fourteen (14) days process allows time for cancellation of security officers (if required) and for other users to make reservations in a timely manner.

**5. Security:**

- a. If alcohol will be present at any County facility, security offices will need to be scheduled with the Appropriate Department. Fees are set by Commissioners Court and the current Fees are attached hereto.
- b. If for any reason an officer was not assigned to an event, the Commissioner's Office should notify the Sheriff's Office to notify the officer(s) on duty during that particular event to make a courtesy stop during the event if possible. The County requires that more than one TCLEOSE certified peace officer be present if the number of expected guests exceed 75. 1-75 guests require 1 officer, 76- 200 guests require 2 officers, 201-300 guests require 3 officers, 301-400 guests require 4 officers, 401-500 guests require 5 officers, and 500+ requires 6 officers.

**6. Facility check list:**

- a. Form attached
- b. The check list is a guideline for the user to insure the user completes all of their responsibilities under the facilities contract.
- c. The deposit fee, or partial deposit, when applicable, shall be returned to the user ONLY upon the County's receipt of facility key AND final inspection by the County of the County facility indicating all Chambers County Facility RULES were followed by the user.

**7. Request for Reimbursement of fees:**

- a. When applicable, after the initial deposit of fees, a "Request for Reimbursement" form will be completed by a County employee and sent to the Auditor's Office for processing. Attach a copy of the contract to the "Request for Reimbursement" for the return of deposit fees. This process may take up to 2 or 3 weeks.

**8. Withheld Deposits:**

Deposit monies withheld are used to deter individuals from leaving the building in an unclean condition after their event for the next renter, deter abuse of the building, furnishing and fixtures and to cover any damage caused by the renter/user or their invitees.

**CHAMBERS COUNTY RESERVES THE RIGHT TO CANCEL ANY RESERVATION, AT ANY TIME, SHOULD AN OCCASION ARISE WHERE CHAMBERS COUNTY REQUIRES THE USE OF A FACILITY FOR OFFICIAL COUNTY BUSINESS, OR AT THE DISCRETION OF THE PRECINCT COMMISSIONER.**

**General Information and Frequently Asked Questions:**

The County does not rent tables and chairs and does not allow removal of tables and chairs from its building and does not allow chair of table racks to be moved out of the building. There may be instances that the Commissioner would allow tables and chairs to be used outside of a

**County Building, but only on County property. That is at the discretion of the Commissioner and must be in writing**

**A Guideline with a schedule of fees that may be withheld from facility deposits is shown below. The Guidelines may be used to determine withholding facility deposits for violation of the rules of conduct or not properly cleaning the building.**

**Deposits, in-whole or in-part, may be withheld if the Chambers County Facility Rules enumerated in the Chambers County Facility Contract are not followed. Deposit monies withheld are used to deter individuals from abusing the building, furnishings and fixtures. The Chambers County Community Buildings are used frequently and the County relies on each contractual user to clean the building so that the facilities are ready and available for the next contractual user. The County tries to inspect each building before and after each rental and the inspector provides an inspection report that is used in determining the compliance of the contractual user to the terms of the contract.**

**Violation of any Rules may result in a forfeiture of all or part of the deposit. Any damage to the facility or contents, including but not limited to tables, chairs and appliance, is the financial responsibility of the Contractual USER and may exceed the deposited amount.**

**The Contractual User may be subject to additional fees or loss of deposits as outlined in the Chambers County Facility Contract. A sample letter is attached.**