

TODAY'S DATE: \_\_\_\_\_

# OYSTER CREEK COMMUNITY CENTER

## APPLICATION

134 Linda Lane, Oyster Creek, TX 77541

PLEASE LIST THE PURPOSE FOR THIS RESERVATION - (I.E.: BIRTHDAY PARTY, FAMILY REUNION, COMPANY PICNIC, ETC.): \_\_\_\_\_

**DATE OF RESERVATION REQUESTED:** \_\_\_\_\_

TIME NEEDED:   \_\_\_ 8AM TO 3PM   \_\_\_ 5PM TO 1AM   \_\_\_ 8AM TO 1AM

WILL THERE BE ALCOHOLIC BEVERAGES \_\_\_\_\_ YES \_\_\_\_\_ NO

IF YES, THERE WILL BE A \$200.00 FEE DUE NOW. IF NO PLEASE INITIAL.

WILL THERE BE ANY AMUSEMENT EQUIPMENT? \_\_\_\_\_ YES \_\_\_\_\_ NO

IF YES, THERE WILL BE A \$50.00 FEE DUE NOW. IF NO PLEASE INITIAL.

PRINT NAME OF APPLICANT: \_\_\_\_\_

Are you a resident of Oyster Creek? \_\_\_\_\_ YES \_\_\_\_\_ NO

SIGNATURE OF APPLICANT: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NUMBER: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

### OFFICE USE ONLY

DRIVER LICENSE # \_\_\_\_\_ AMUSEMENT EQUIP FEE: \$ \_\_\_\_\_

DEPOSIT AMOUNT:\$ \_\_\_\_\_ FEE AMOUNT:\$ \_\_\_\_\_ ALCOHOL FEE:\$ \_\_\_\_\_ **TOTAL AMOUNT PAID: \$ \_\_\_\_\_**

RECEIPT# \_\_\_\_\_ CASH \_\_\_\_\_ CHECK# \_\_\_\_\_ CC \_\_\_\_\_

CITY AGENT: \_\_\_\_\_

INSPECTION BY: \_\_\_\_\_ CUSTOMER#: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

AMOUNT DEPOSIT REFUNDED: \$ \_\_\_\_\_ REFUND DATE: \_\_\_\_\_

CHECK MADE TO: \_\_\_\_\_

CITY AGENT: \_\_\_\_\_ INVOICE NUMBER: \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGEMENT  
OYSTER CREEK COMMUNITY CENTER RULES  
AND REGULATIONS**

**I, \_\_\_\_\_, HEREBY CERTIFY  
THAT I HAVE BEEN PROVIDED WITH A  
COPY OF THE OYSTER CREEK  
COMMUNITY CENTER RULES,  
REGULATIONS; AND TERMS HEREBY  
AGREE TO ABIDE BY THOSE RULES AND  
REGULATIONS.**

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SIGNATURE OF PERSON MAKING RESERVATION

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DATE

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SIGNATURE OF CITY AGENT

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DATE

**THANK YOU FOR YOUR RESERVATION!**

# RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

The Undersigned does hereby represent unto the CITY OF OYSTER CREEK, in Brazoria County, Texas, that he/she is twenty-one (21) years of age or older. As consideration for the Undersigned being permitted to use real property owned by said CITY, the Undersigned hereby RELEASES the said CITY and its officers, agents, employees, successors and assigns, from any and all claims for liabilities, damages, expenses, reasonable attorney's fees and costs of court which the Undersigned may have against them, or any of them, arising out of the Undersigned's use of such real property; or any agreement to use the property; the Undersigned hereby covenants not to file any action at law or in equity against the said CITY and its officers, agents, employees, successors and assigns or any of them, in connection with any such claim the Undersigned may hereafter have; and, the Undersigned hereby agrees to indemnify and save harmless the said CITY and its officers, agents, employees, successors and assigns, from all liabilities, damages, expenses, reasonable attorney's fees and costs of court which they or many of them may suffer or incur, jointly or severally, as a result of any claim made against them, or any of them, by the Undersigned, or any other persons, associations or corporations whomsoever, arising out of the Undersigned's use of such real property. THIS AGREEMENT INDEMNIFIES THE INDEMNITEES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE AND/OR GROSS NEGLIGENCE, ALONE OR IN COMBINATION WITH THE NEGLIGENCE/GROSS NEGLIGENCE OF OTHERS.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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SIGNATURE

# OYSTER CREEK COMMUNITY CENTER

## RULES, REGULATIONS, AND TERMS

134 Linda Lane, Oyster Creek, TX 77541

City Hall (979-233-0243)

Police Department (979-233-8481)

1. The Oyster Creek Community Center and/or Grounds may be used only by advance reservations. An agreement to abide by the rules, regulations, and terms listed below must be signed by the applicant(s). Only the agent(s) selected by the Oyster Creek City Council have the right to enter into any agreement with individuals/companies for the use of the Oyster Creek Community Center and/or Grounds.
2. The purpose of the use of the Oyster Creek Community Center and/or Grounds shall be stated on the agreement form.
3. Reservations may be accepted from persons twenty-one (21) years of age or older with proper identification.
4. A deposit is required before the reservation will be confirmed.
5. The deposit amount will be refunded provided the Community Center building, all fixtures, equipment and grounds are left clean and orderly, and in good repair (Refer to cleaning check list). All trash to be removed from the building/grounds and placed in the large trash receptacle provided outside. You must provide extra trash bags. Deposits may not be refunded if this rule is not followed. (Refer to #21 Clean-up and Closing Procedures; as a guideline).
6. *\*Each individual or group using the Community Center is responsible for any damage to equipment or the building. If damages exceed the amount of the deposit the responsible individual will be billed for the total amount of repairs.*
7. Community Center will be available at 8:00 a.m. and there shall be a 1:00 a.m. curfew for use of the Oyster Creek Community Center and/or Grounds.
8. Overnight use or any exceptions to these rules of the Community Center will not be permitted unless granted by special permission of the City Council.
9. The following are the rates for deposits and rental fees for the Community Center:

### HALF DAYS

THESE HOURS INCLUDE SET-UP AND CLEAN-UP

**TIMES: 8AM to 3PM OR 5PM to 1AM**

**Deposit: \$150.00 Rental: \$250.00**

## FULL DAYS

TIME: 8AM to 1AM

Deposit: \$200.00      Rental: \$450.00

## BUSINESS

Deposit: \$200.00      Rental: \$500.00

### **ALL FEES ARE DUE UPON RESERVATION OF THE COMMUNITY CENTER**

10. Any reservation must be cancelled ten(10) days prior to the event in order to qualify for a refund. All transfers of reservations will be handled in the same manner as a cancellation.
11. After the reservation agreement has been signed and all fees and deposits paid, a key will be furnished the day of the event. Other arrangements for admittance to the Oyster Creek Community Center may be made by the agent(s) selected by the Oyster Creek City Council. The key must be returned the same night of reservations to the Oyster Creek Police Department.
12. Any person(s) whose name(s) the reservation is made in shall be on the premises at all times and will be held liable for the protection of the oyster Creek Community Center property.
13. Community Center maximum "FIRE CODE" capacity is 200 persons inside building.
14. There is NO SMOKING, FIREWORKS, or PYOTOTECNICS allowed in the Community Center.
15. Any person(s) wishing to use alcoholic beverages will be required to pay an additional two hundred dollars (\$200.00) fee. All Alcoholic beverages must be consumed inside the Community Center.
16. NO PINATAS, indoors or outdoors, are allowed at the Community Center.
17. \*Decorations and Signs must be placed on the Colored Wall Boards Only. You must use push pins, straight pins, or thumb tacks ONLY. NO TAPE!
18. No excessive noises or unruly behavior will be allowed.
19. Any person(s) who reserve(s) the Oyster Creek Community Center and/or Grounds and who refuses to cooperate with the agent(s) selected by the City Council will be unable to reserve the Oyster Creek Community Center and/or Grounds for a period of one (1) year.
20. Violation of any of the above regulation will result in forfeiture of deposit.
21. **CLEAN-UP AND CLOSING PROCEDURES:**
  - A. Return all furniture to original location and in an orderly fashion.
  - B. Sweep and mop all floors, including restrooms and kitchen. Mop with \*HOT WATER ONLY!  
HANG MOPS AND EMPTY MOP BUCKET

- C. Place all trash in trash receptacle provided outside the building.
- D. If push pins, straight pins, or thumb tacks were used for decoration, please remove.
- E. Clean kitchen sinks and counter tops.
- F. Turn off and clean stove top, oven and microwave if used.
- G. Make sure all water taps are turned off.
- H. Turn off all lights and air conditioner/heater.
- I. Remove all food/beverages from refrigerator and freezer. Clean all interior/exterior surfaces.
- J. Fill out the checklist. (Leave with key when turned in to Police Dept.)
- K. Lock ALL doors and notify Police Department to reset alarm system when you return the key.
- L. Clean and flush all toilets. You must provide any extra toilet tissue needed.

**PLEASE REMEMBER THAT DEPOSITS ARE NOT REFUNDED IF COMMUNITY CENTER IS NOT CLEANED OR IS DAMAGED IN ANY WAY BY THE RENTING PARTY AT THE END OF SCHEDULED EVENT.**

**ALL FURNITURE AND FIXTURES WILL BE INVENTORIED BEFORE AND AFTER EACH RENTAL. COST OF ANY ITEMS FOUND MISSING OR DAMAGED WILL BE DEDUCTED FROM YOUR DEPOSIT.**

22. These rules and regulations are subject to change by the City Council without notice.

23. The City, acting through the Mayor, City Secretary, Acting City Secretary, or any person authorized to take reservations on behalf of the City, shall have the unrestricted right to cancel the reservation with or without cause at any time until the renter or any part of the renter's group occupies the Community Center pursuant to the reservation, and neither the City nor its officers, agents, employees, or representatives shall have any liability for such cancellation. If the City cancels the reservation without cause, then the deposit shall be refunded.

## **FURNITURE**

**Folding Tables: 5 RECTANGLE 72" & 11 ROUND 60"**

**Folding Chairs: 107 chairs**

**Storage Carts: 3 rectangle table carts & 2 round carts**

**Hanging chair caddy: 2 chair caddies'**

# COMMUNITY CENTER CHECK LIST

CHECK **BEFORE** THE COMMUNITY CENTER IS USED  
"MAKE NOTE OF ANY PROBLEM(S) OR ITEM(S) MISSING"

If the Community Center is dirty or damaged upon arrival, please make note on this sheet and give to the Police Dept. while returning the key.

## MAIN ROOM:

- FLOORS ARE SWEEPED & MOPPED
- TABLES NEED TO BE WIPED OFF
- TABLES AND CHAIRS ARE TO BE PLACED ON RACKS IN STORAGE LOCATION
- CHECK FOR DAMAGED CHAIRS
- CHECK FOR PUSH PINS AND THUMB TACKS ON COLORED WALLBOARDS
- TRASH CANS ARE EMPTY

## RESTROOMS:

- FLOORS ARE SWEEPED
- FLOORS ARE MOPPED
- TRASH CANS ARE EMPTY
- TOILETS AND SINKS ARE CLEAN
- WATER TAPS ARE TURNED OFF

## KITCHEN:

- FLOORS ARE SWEEPED
- FLOORS ARE MOPPED
- TRASH CANS ARE EMPTY
- STOVE TOP, OVEN AND MICROWAVE ARE CLEAN AND TURNED OFF
- REFRIGERATOR/FREEZER ARE BOTH CLEAN AND EMPTY
- SINK AND COUNTERS ARE CLEAN
- WATER TAPS TURNED OFF

## FINAL BEFORE LEAVING:

- REMOVE ALL DEBRIS FROM OUTSIDE PEREMETER
- EMPTY TRASH/ASHTRAY CAN ON FRONT PORCH
- LIGHTS AND AIR CONDITIONING/HEATING UNITS TURNED OFF
- ALL DOORS AND WINDOWS SHUT AND LOCKED
- RETURN KEY AND CHECKLIST TO POLICE DEPARTMENT
- NOTIFY POLICE DEPARTMENT TO RESET THE ALARM SYSTEM
- HANG ALL: 3 MOPS, 1 BROOM AND 2 DUST BROOMS ON THE WALL

SIGNATURE: \_\_\_\_\_

DATE/TIME: \_\_\_\_\_

# COMMUNITY CENTER CHECK LIST

CHECK **AFTER** THE COMMUNITY CENTER IS USED  
"MAKE NOTE OF ANY PROBLEM(S) OR ITEM(S) MISSING"

## MAIN ROOM:

- FLOORS ARE SWEEPED & MOPPED
- TABLES NEED TO BE WIPED OFF
- TABLES AND CHAIRS ARE TO BE PLACED ON RACKS IN STORAGE LOCATION
- CHECK FOR DAMAGED CHAIRS
- CHECK FOR PUSH PINS AND THUMB TACKS ON COLORED WALLBOARDS
- TRASH CANS ARE EMPTY (REPLACE TRASH BAG)

## REST ROOMS:

- FLOORS ARE SWEEPED
- FLOORS ARE MOPPED
- TRASH CANS ARE EMPTY (REPLACE TRASH BAGS)
- TOILETS AND SINKS ARE CLEAN
- WATER TAPS ARE TURNED OFF

## KITCHEN:

- FLOORS ARE SWEEPED
- FLOORS ARE MOPPED
- TRASH CANS ARE EMPTY (REPLACE TRASH BAGS)
- STOVE TOP, OVEN AND MICROWAVE ARE CLEAN AND TURNED OFF
- REFRIGERATOR/FREEZER ARE BOTH CLEAN AND EMPTY
- SINK AND COUNTERS ARE CLEAN
- WATER TAPS TURNED OFF

## FINAL BEFORE LEAVING:

- REMOVE ALL DEBRIS FROM OUTSIDE PEREMETER
- EMPTY TRASH/ASHTRAY CAN ON FRONT PORCH
- LIGHTS AND AIR CONDITIONING/HEATING UNITS TURNED OFF
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- **HANG ALL:** 3 MOPS, 1 BROOM AND 2 DUST BROOMS ON THE WALL

SIGNATURE: \_\_\_\_\_ DATE/TIME: \_\_\_\_\_