



## Town of Westlake Facility Use Guidelines and Policies

### General Policy Requirements:

1. Compliance - Individuals and organizations utilizing the facility are required to abide by all applicable Town ordinances, state laws and reservation policies. If a group fails to comply with the requirements of the policy, forfeiture of the facility deposit may occur and future use of any facility may be denied.
2. Primary Purpose of Meeting Space - The meeting rooms and available space at any municipal location serve the primary purpose of holding meetings and discussions for the Town Council, Board of Trustees, Planning and Zoning Committee, affiliate groups of the Town Council, school classrooms, public administration, etc. In the event a resident has reserved space, every effort will be made to avoid a conflict. However, in certain circumstances, unforeseen use of a space may be required for municipal or school business and a reservation may be cancelled. Staff will notify the resident as soon as possible and offer additional availability according to the meeting calendar.
3. Outside Fees - The municipality shall not be responsible for any outside fees incurred by the resident should a rental reservation be cancelled.
4. Political Activity Campaigning, Endorsements & Logos - Town owned, and leased facilities are not available for use as a campaign location or for other political activity.

Any use of a Town owned, or leased facility does not constitute, nor should it be construed as supporting the discussions or views of the participants of any given meeting. Residents should refrain from publishing or advertising any material that states or implies an endorsement.

Use of any Town or Westlake Academy logo is prohibited unless the applicant is an officially recognized affiliate.

5. Audio/Visual Technology - is generally not available in Town rental space(s). An exception may be granted for those requesting a long-term rental on the Academy campus. Should staff be necessary to support audio/visual needs for long term commitments, additional fees may apply.

6. Non-public Areas of Buildings/Facilities - in the event a resident utilizes a portion of Town owned or leased facilities, access is limited to the space available and notated in the agreement. Non-public spaces such as offices, kitchens, storage closets, classrooms, etc., will not be available for use by the resident.
7. Sales and Fundraising - are prohibited on Town owned/leased property unless the event is Town sponsored or conducted by a Town or Academy affiliate group. This includes for-profit groups/businesses or advertisement of goods or services.
8. Damages and Cleaning - Individuals and organizations using any of the available rooms/facilities are responsible for the costs associated with repairing the building or replacing items that are damaged during the rental period. Failure to remit the required repair/replacement fees for the damages will result in the loss of future reservation privileges and any deposit.
9. Cleaning - The resident is responsible for cleaning the facility at the conclusion of the rental. The reservation must include the necessary time for these activities.
10. Insurance Requirements - Insurance shall be required per the conditions of our lease agreement with the facility owner. *Please refer to the Insurance Requirements section below for more information.*
11. Liability - When using any Town owned or leased space, the user agrees to hold harmless the Town and its employees/representatives from and against any claims for damages to persons or property arising out of any use of the facility and its premises by the user. Users are responsible for their guests' adherence to the policies herein described.
12. Losses - In addition, the Town shall not be responsible for damage or loss of property or materials during a rental period. This includes items left in common spaces of any facility.

## **Facility Availability**

1. The Performance Hall, Cafeteria area, Multi-Purpose Hall (MPH), Gym and Sports Fields of the Westlake Academy/Civic Campus is available for use Monday through Friday between 5:00 p.m. and 10:00 p.m. and Saturday and Sunday between the hours of 6:00 a.m. and 10:00 p.m. after which an additional, extended hours fee of \$15.00 per hour will apply. *NOTE:* The Sports Fields may be used during daylight hours only.

- 2 The Council Chambers/Courtroom is available for use Tuesday thru Thursday from 8:00 am to 10:00 pm based on availability. Any resident requesting this space should contact the Director of Public Works and Facilities (hereinafter known as Director) or his/her designee to determine if availability exists.
- 3 The Westlake Fire Department Administration Training Room and Mall are available for use Monday and Tuesday from 9:00 a.m. to 3:00 p.m. only based on availability. Any resident requesting this space should contact the Director or his/her designee to determine if availability exists. Additional guidelines for this location include the following:
  - a. Maximum number of participants is 25
  - b. Outside tables and chairs may not be brought in
  - c. This space may only be rented nine times in one calendar year (Jan -Dec) by the same organization.
  - d. May only be used for formal business meeting purposes (meetings that include activities such as games, arts & crafts, food preparation, etc. are not allowed)
- 4 Availability is determined upon submission of an application and deposit, which may be obtained online at [Facility Use Application](#) and remitted to the Town Hall offices at 1500 Solana Boulevard, Building 7, Suite 7200, Westlake, TX 76262 or via email at [dmcfarlane@westlake-tx.org](mailto:dmcfarlane@westlake-tx.org).

### **Application Process**

1. A Facility Use Application must be filled out and submitted at least 14 days prior to the requested reservation date. Application forms are available in the lobby of Town Hall or online at [Facility Use Application](#).
2. No verbal or tentative agreements will be accepted.
3. The applicant must be a resident of the Town of Westlake or a Town or School affiliate and is responsible for the adherence to the guidelines and policies of the Town for all individuals during the use of the facility.
4. The Facilities and Recreation Department reserves the right to terminate a reservation during the activity if the conditions so warrant (i.e., severe weather, etc.).

## **Deposits\***

1. To be assessed according to the request and duration of reservation:
  - a. \$500 – one day rental of Cafeteria, MPH, Gym, Performance Hall or Sport Fields
  - b. \$2000 – extended commitment rental for Cafeteria or Performance Hall
  - c. \$1000 – one day rental of the Town Council Chambers/Courtroom or Fire Department Administration Training Room and Mall
2. The deposit is refundable under the following conditions:
  - a. Provided that no damage has occurred to the facility or fixtures (reviewed by the applicant and Town representative at the conclusion of the use period).
  - b. Renter must have followed all facility use guidelines and policies and Town ordinances during the event.
3. The deposit will be returned within 14 days from the rental date and will be mailed to the applicant.

## **Reservation Time and Rental Fees\***

1. Facilities may be reserved for a minimum of three (3) hours and a maximum of six (6) hours.
2. The reservation period will include the time necessary to set up and clean the facility – no additional time will be allocated for these activities.
3. Fees to be assessed according to the request and duration of reservation:
  - a. \$350 – Three -hour rental of Cafeteria or Gym
  - b. \$100 – Each additional hour rental of Cafeteria or Gym
  - c. \$475 – Three-hour rental of Performance Hall or MPH
  - d. \$150 – Each additional hour rental of Performance Hall or MPH
  - e. \$150 – Three-hour rental of Sports Field
  - f. \$ 50 – Each additional hour rental Sports Field
  - g. \$100 – per hour for the Town Council Chambers/Courtroom
  - h. \$ 50 – per hour for the Fire Department Administration Training Room and Mall

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\*Town and School affiliate groups will not be charged deposits or rental fees

## **Reservation Requirements, Availability, and Limitations**

1. The Town does not provide eating utensils, tablecloths, office supplies, electronic equipment or any other type of products during the reservation period. The individual or organization reserving the facility must provide these types of items.
2. The room occupancy rate will be posted and explained to the applicant during the rental process. In accordance with fire codes, the occupancy rate may not exceed the maximum allowable number of individuals at any time during the rental period.
3. The Town and/or Westlake Academy reserves the right to alter the schedule or limit the use of the facility due to any Town or School related events or conditions which pose a conflict with the requested rental period.

## **Facility Access**

1. The rental agreement will include provisions for a Town of Westlake representative to be present during the use of the facility when necessary. The representative will provide building access and work with the applicant to ensure the facility is secured and cleaned at the conclusion of the rental.
2. In the event of an unforeseeable emergency, and the representative is detained or not available, the applicant may contact the Facilities and Recreation Assistant at (817) 490- 5768 or the Director at (817) 829-6974 to gain access to the building.
3. All lights must be turned off and facility doors must be secured at the conclusion of the reservation.
4. Please do not attempt to force open the doors or break a window to enter the facilities.

## **Cancellations**

1. In order to receive a full refund of all fees and deposits, the reservation must be cancelled at least 14 days prior to the reservation date. If cancellation occurs after the 14-day period, the Department reserves the right to assess a \$100 administrative fee to cover staffing costs.
2. No refunds of the rental fees will be given for notices within two (2) days of the reservation date or for a cancellation notice after the rental date.

## **Damages**

1. Individuals and organizations reserving the facility are responsible for the costs associated with repairing the building or replacing items that are damaged during the rental period.
2. Failure to remit the required repair/replacement fees for the damages will result in the loss of future reservation privileges and any deposit.

## **Chaperones**

1. The resident who submits the reservation application must remain on premises at all times during the use of the facility. Failure to remain on site may result in the loss of future reservation privileges and the deposit.
2. Reservations for a youth event require a minimum of two (2) adult chaperones for 1 - 30 youth participants. One adult chaperone must be provided for each additional 15 participants. Youths are defined as anyone less than 21 years of age.
3. The Town reserves the right to require the presence of a police officer during these types of events. The personnel cost for the off-duty assignment will be the responsibility of the applicant.

## **Cleaning**

1. The resident and/or organization is responsible for cleaning the facility at the conclusion of the rental. The reservation must include the necessary time for these activities.
2. The Town representative will provide access to the cleaning supplies and equipment for the resident or organization.
3. All furniture must be returned to the original configuration prior to vacating the premises.
4. All trash must be bagged and removed from the facility at the conclusion of the rental period. Outside trash receptacles (dumpster storage containers) are provided behind the Cafeteria area at the school and directions will be provided with rental of all other spaces.

5. A checklist will be provided to the applicant and reviewed with the Town representative to ensure all necessary tasks have been completed to clean and prepare the facility for further use.

### **Food/Drink**

1. Refreshments are allowed in the Performance Hall, Multipurpose Hall, Cafeteria and Fire Department Administration Training Room and Mall. Food and drink are **not** allowed in the Gym.
2. Tables and chairs will be provided (upon prior request) for those individuals who are hosting a catered event.

### **Decorations/Special Activities**

1. Decorations may be used that **do not cause damage** to the walls, ceilings or any other part of the room, furniture or fixtures and must be removed at the end of the reservation period.
2. Items such as nails, thumbtacks and permanent tape may **not** be used.
3. Painter's tape is the only approved method for decorating purposes and must be fully removed from the facility upon completion of the reservation.
4. Plans for special activities including, but not limited to: bounce houses, inflatables, dunking booths, amplified sound systems, etc. must be reviewed and approved by the Director or his/her designee prior to their use.

### **Tobacco and Alcohol Use and Pet Policy**

1. **No smoking, use of tobacco products or alcoholic beverages** are allowed on any Town owned or leased property. This includes the Westlake Town Hall, Fire-EMS Station and all Westlake Academy facilities.
2. **No pets are to be in the facility during the rental period.** The only exception would be service animals.

### **Insurance Requirements**

1. Proof of insurance that lists the Town as an additional insured entity is required for all organized programs of athletic competitions, including but not limited to basketball, soccer and little league groups.

2. Insurance is not needed for individuals or groups of residents who use the athletic fields for a one-time-use basis.
3. Proof of insurance may be required for other groups renting the facilities and will be addressed individually.

**Liability: When using any Town owned or leased space, the user agrees to hold harmless the Town and its employees/representatives from and against any claims for damages to persons or property arising out of any use of the facility and its premises by the user. Users are responsible for their guests' adherence to the policies herein described.**

***PLEASE NOTE:* The above information concerns general reservation policies and covers most reservation requirements. For specific concerns or those questions not answered above, it is the responsibility of the applicant to contact the Director or his/her designee to ensure compliance with all policies.**