City of Kennedale Facility Rental Policy

The following policies pertain to all City of Kennedale facilities. Policies specific to a particular facility will be described at the end of this document. **The City of Kennedale reserves the right to change the rental rates, deposit amounts, rules, regulations, and/or any verbiage within this policy at any time and without notice.** The City of Kennedale also reserves the right to schedule events, programs, and/or activities at any time, which will have priority over any and all private reservations.

Policies for Reserving a Facility

Kennedale Public Library
316 W 3rd St.
Kennedale, TX 76060
http://kennedalelibrary.org

Hours
Tue-Thu: 10am-8pm
Fri-Sat: 10am-5pm
Sun-Mon: Closed

1. Reservation requests will be considered on a first-come, first-served basis, and can be made online or in person at the Kennedale Library. Reservations cannot be taken over the phone.

2. **Reservations must be paid in full no later than two (2) business days after a request is made**. Requests that have not been paid for by the end of operating hours on the second business day will be denied at that time. Reservations will not be confirmed until full payment has been received. Payments must include any deposit fee and can be made by **cash, check, or credit card** at the Kennedale Library. Current rental rates and deposit fees for all facilities can be viewed in PDF or online.

3. Requests that will not be accepted:
    - Reservations for a date more than ninety (90) calendar days in advance
    - Reservations for recurring events, unless specifically approved by the City Manager
    - Reservations made less than two (2) business days in advance

4. Reservation times must include any time needed for setup and cleanup.

5. **The renter must be at least 21 years of age**. This will be verified by a form of official personal photo-identification containing the renter's birthdate, such as a valid driver's license.

6. Renters who live within the corporate boundaries of the City of Kennedale and/or Kennedale ISD will receive a discounted 'Resident' rate if available for the desired facility. In order to receive the discounted resident rate, proof of residency must be provided at the time of payment. The renter will be required to supply one of the following documents:
    - *City of Kennedale water bill in their name for the indicated address; or*
    - *Their valid Texas driver's license reflecting the indicated address*

Policies of Use for all City of Kennedale Facilities

1. The renter must conduct all activities in a safe manner. Any activity that creates a nuisance (including loud noise) or could promote unrest, cause civil strife, mob violence, and/or property damage is strictly prohibited. Any request that would, in reasonable probability, cause any of the aforementioned situations will not be accepted. Any requestor whose reservation has been denied based on this policy shall have three (3) days to bring an appeal to the City Manager. The City Manager's decision will be final.

2. Under no circumstances can anything be hung from or attached to ceilings, walls, doors, sprinklers, or light fixtures.

3. All individuals under the age of 21 years must be supervised at all times or the renter and all guests will be asked to leave the premises, and the event will be cancelled without a refund.

4. No renter will be allowed to conduct financial transactions as part of the use of the facility. Therefore, no lotteries, auctions, games of chance drawings, raffles or any sale of merchandise, unless specifically authorized by the City Manager prior to the submission of a request for reservation.

5. Any forms of alcoholic beverages are strictly prohibited, as in accordance with City Ordinance. Any renter found to be in violation of this policy will be asked to leave the premises and the event will be cancelled without a refund.

6. Any and all emergencies that occur during a reservation should be reported to 9-1-1 immediately.

7. Any renter found to be in violation of these policies will forfeit their refund.

Cleanup and Damage Deposit Policies for all City of Kennedale Facilities

1. Cleanup of the facility is the responsibility of the renter. The facility will be inspected by designated staff following the event and must be found in the same condition, or better, than before the rental took place. If cleanup is not completed to an appropriate standard (to be determined by the inspector) the rental deposit will be forfeited.

2. The renter assumes all responsibility for any and all damage done to the facility. Any cost of repair or replacement related to damage of the property will be the responsibility of the renter. The renter will be charged for the total cost of the repair and/or replacement based on the assessment of any damages or violations of any rules. The deposit will be forfeited to pay for the repair of any and all damages. If the damage cost is *less* than the deposit amount, the difference will be refunded back to the applicant. If the damage cost is *greater* than the deposit amount, the applicant will be responsible for paying the difference and will be subject to prevention of future rentals. It will be at the discretion of the City Manager to deny future rentals from an individual or group that is responsible for previous damages to any facility.

3. Allow 15 days after the event date to receive the refunded deposit, or a portion thereof.

Cancellation/Change Policy for all City of Kennedale Facilities

1. All cancellations must be made at least two days prior to the date of the rental in order to get a full refund. Fees will be forfeited if cancellation is not made within the allotted time.

2. Outdoor activities/facilities are subject to inclement weather. The City of Kennedale cannot take responsibility for the weather with regard to this type of facility. It is the renter's responsibility to contact the city **the next business day** after a rain out to reschedule within one week. Full refunds may be issued due to poor weather conditions if notification is provided in the above manner.

Facility-Specific Policies

Senior Citizen Center **Available Sat. and Sun., 8:00 a.m. to 8:00 p.m.**

	Rental
Members*/Residents	$75.00/day
Non-Members/Non-Residents	$125.00/day

** Renters with a current Senior Center membership on file or who live within the corporate boundaries of the City of Kennedale and/or Kennedale ISD.*

1. **All renters must pay a deposit of $75.00, which may be refunded upon successful inspection.**

Community Center **Available Tues. – Thurs. 10:00 a.m. – 10:00 p.m.; Fri. and Sat. 10:00 a.m. – 11:50 p.m.**

	During Library Hours	After Hours
Residents*	$30.00/hour**	$40.00/hour**
Non-Residents	$40.00/hour**	$50.00/hour**

** Renters who live within the corporate boundaries of the City of Kennedale and/or Kennedale ISD*
*** Minimum charge of $100 per rental*

1. **All renters must pay a deposit of $150.00, which may be refunded upon successful inspection.**
2. All reservations must begin at a time during normal library hours when library staff is available. If a reservation is scheduled to end after the library is closed, library staff will instruct renters on the procedure to close up the building. No keys will be given to the public.
3. The renter can gain access to the building no more than 10 minutes prior to the scheduled reservation and must vacate the building promptly at the end of the reservation time. Please ensure that you allow for setup and cleanup time when making your reservation.

Park Pavilions (Sonora and TownCenter) **Available daily 6:00 a.m. – 10:00 p.m.**

	2 Hours	4 Hours	6 Hours	8 Hours
*Residents**	$60.00	$90.00	$115.00	$140.00
Non-Residents	$120.00	$180.00	$230.00	$280.00

** Renters who live within the corporate boundaries of the City of Kennedale and/or Kennedale ISD*

1. **All renters must pay a deposit of $50.00, which may be refunded upon successful inspection.**
2. Parking is permitted in designated parking areas only.
3. The Splash Pad is not available to reserve, however, if your reservation occurs during a time when the Splash Pad is operating, please feel free to use the facility with the public.

Ballfields **Available daily 6:00 a.m. – 10:00 p.m.**

Hours	Cost
2	$25.00
4	$50.00
6	$75.00
8	$100.00

1. Ballfield lights are not available at this time.
2. Parking is permitted in designated parking areas only.
3. Renter may perform maintenance (such as dragging or striping) in preparation of use.
4. Renter is responsible for providing their own equipment. Bases and other equipment are not provided or available.

Release of Liability

I acknowledge that I am at least twenty-one (21) years of age. I understand that for and in consideration of being allowed to use the City of Kennedale *(check one of the following)* ☐ Community Center ☐ Senior Center ☐ Ballfields ☐ Sonora Park Pavilion ☐ TownCenter Park Pavilion ☐ Other _____,
I am assuming all responsibility for the use of the facilities during the period of time I am authorized to use them.

I assume all risk of personal injury to myself or others who I invite/allow to attend any functions at the facility named above, and for damage to any property caused during the use thereof.

I acknowledge that I have inspected or will inspect the facility named above and all property and appurtenances surrounding it (the "premises") and I will make no use of the premises until I have determined that they are safe for the intended purposes of my use. I agree to inform the City of Kennedale in writing of any items that I deem unsafe or in need of repair before allowing any use or occupancy of the premises.

I HEREBY ASSUME ALL RESPONSIBILITY AND RISK AND AGREE TO INDEMNIFY, HOLD HARMLESS AND RELEASE THE CITY OF KENNEDALE, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL COSTS AND EXPENSES FOR PROPERTY DAMAGE OR LOSS, OR PERSONAL INJURY, INCLUDING DEATH, SUSTAINED BY ME OR OTHER PERSONS IN CONNECTION WITH THE USE OF THE PREMISES DURING THE PERIOD OF TIME I AM AUTHORIZED TO USE THEM, WHETHER OR NOT SUCH DAMAGES OR INJURIES ARE CAUSED, DIRECTLY OR INDIRECTLY, BY THE NEGLIGENCE OF OFFICERS, AGENTS OR EMPLOYEES OF THE CITY OF KENNEDALE OR BY A PREMISES DEFECT THAT MAY EXIST ON THE PREMISES. I AGREE THAT MY RESPONSIBILITY UNDER THIS PARAGRAPH SHALL INCLUDE ALL COSTS AND EXPENSES THAT MAY BE INCURRED BY THE CITY OF KENNEDALE IN CONNECTION WITH ANY CLAIM OR LAWSUIT THAT MAY BE BROUGHT IN CONNECTION WITH THE USE OF THE PREMISES, INCLUDING BUT NOT LIMITED TO FEES FOR ATTORNEYS AND WITNESSES. FURTHERMORE, I HEREBY ASSUME ALL RESPONSIBILITY AND AGREE TO REIMBURSE THE CITY OF KENNEDALE FOR ALL COSTS AND EXPENSES INCURRED FOR LOSS OR DAMAGE TO THE PREMISES OR CITY PROPERTY DURING MY USE OF THE PREMISES.

I certify that I have read this release thoroughly and that I understand its terms and conditions and that I make this release and waiver voluntarily and have not relied upon any representations made by the City of Kennedale, its officers, agents, or employees. I further certify that I understand that in making this waiver of liability I am making a decision of substantial significance and I am willing to assume such risks.

Signature: _____

Printed Name: _____

Date: _____