

# 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 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

1. Reservation requests will be considered on a first-come, first-served basis, and can only be made in person at the Kennedale Public Library, 316 W 3<sup>rd</sup> Street, Kennedale – [www.kennedalelibrary.org](http://www.kennedalelibrary.org). Reservations will not be taken over the phone or online.
2. The Renter must be at least 21 years of age. This will be verified by an unexpired official form of personal photo-identification indicating the renter's birthdate, such as a valid driver's license.
3. 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 Public Library.
4. Reservation times must include any time needed for setup and cleanup. City staff will not set up or take down tables or chairs.
5. Current rental rates and deposits for all facilities can be viewed online on the City's web site.
6. Only renters who live within the corporate boundaries of the City of Kennedale 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:
  - a. City of Kennedale water bill in their name for the indicated address; or
  - b. Their valid Texas driver's license reflecting the indicated address.
7. Reservations cannot be made for events more than ninety (90) days in advance.
8. A maximum of three (3) reservations within any ninety (90) day period can be on the schedule per organization.
9. Reservations cannot be made for recurring events beyond the maximum allowed of three (3) in any three (3) month period.

10. Reservations cannot be made less than two (2) business days in advance.
11. IRS recognized 501c3 organizations can request to use a City facility without charge up to three (3) times per calendar year January 1 to December 31, unless hosting a fundraising event. Organizations must provide documentation of 501c3 status.

### **Policies of use for all city of Kennedale facilities**

1. The renter must conduct 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 Library Director. The Library Director'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 Library Director prior to the submission of the 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 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 including spills or anything left on floors and tables (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 damages. If the damage cost is less than the deposit amount, the difference will be refunded back to the renter. If the damages 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 Library Director to deny future rentals from an individual or group that is responsible for previous damages to any facility.
3. Allow at least 30 days after the event date to receive the refunded deposit, or portion thereof.

**Cancellation/Change Policy for all City of Kennedale Facilities**

1. All cancellations must be made **at least two (2) days prior to the date of the rental** in order to get a full refund. Deposit will be forfeited if cancellation is not made within the designated 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**

Rates are current as of January 2023 but are subject to change. Please visit [www.cityofkennedale.com/fees](http://www.cityofkennedale.com/fees) to view the currently adopted fee schedule for all city facilities.

**Senior Citizens Center** Available Monday through Friday, 5:00pm to 11:59pm; Saturday and Sunday, 8:00am to 11:59pm

	<b>Rental fee</b>
Member/Resident Deposit*	\$75, which may be refunded upon satisfactory inspection by staff
Non-Member/Non-Resident Deposit	\$150, which may be refunded upon satisfactory inspection by staff
All Renters	\$25/hour; Three (3) hour minimum

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

**Community Center** Available every day from 10:00am to 11:59pm

	<b>Per hour fee – Minimum three (3) hours</b>
Residents*	\$50/hour, Three (3) hour minimum
Non-Residents	\$60/hour, Three (3) hour minimum

\*Residents who live within the corporate boundaries of the City of Kennedale.

- All renters must pay a deposit of \$150.00, which may be refunded upon successful inspection.**
- All keycards must be picked up 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.
- 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 6:00am to 10:00pm

	<b>Rental Fee – Minimum two (2) hours</b>
Residents*	\$45/hour, two (2) hour minimum
Non-Residents	\$90/hour, two (2) hour minimum

\*Renters who live within the corporate boundaries of the City of Kennedale.

- All renters must pay a deposit of \$50, which may be refunded upon successful inspection.**
- Parking is permitted in designated parking areas only.
- The Splash Pad is not available to reserve, however, if your reservation occurs during a time when it is operating, please feel free to use the facility along with the public. The Splash Pad is typically open May through September. Hours (during operation):  
Weekdays: 8:00am to noon and 5:00 to 8:00 pm. Weekends 8:00am to 8:00pm.

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

All Renters – Resident and Nonresident	<b>Rental Fee per field/per hour</b>
Ballfield	\$25 per hour per field

1. **All renters must pay a deposit of \$50 per field, which may be refunded upon successful inspection.**
2. Ballfield lights are not available at this time.
3. Parking is permitted in designated parking areas only.
4. Renter may perform maintenance (such as dragging or striping) in preparation of use.
5. 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
- Town Center 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: \_\_\_\_\_

I have received a copy of the clean-up checklist for rental deposit reimbursement requirements and will ensure all requirements are met to receive my deposit reimbursement.

Initial here: \_\_\_\_\_