

ORDINANCE NO. 13-10

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS,
SETTING FEES, POLICIES AND PROCEDURES REGARDING THE
RENTAL AND USE OF TOWN HALL FOR SOCIAL OCCASIONS AND
MEETINGS; PROVIDING DEFINITIONS; PROVIDING A
SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town of Lakewood Village shall charge and collect fees for the use of Town Hall (“Building”) located at 100 Highridge Drive, Lakewood Village, Texas, and

WHEREAS, the Town Council shall set forth policies and procedures regarding the rental of the Building for social occasions or meeting (“Events”).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS :

Section 1. Definitions. When used in this Ordinance, the following words shall mean as follows :

- (a) *Town Hall* shall be referred to as the “Building”
- (b) *Responsible party* for the rental of the building shall be referred to as the “Applicant”
- (c) The *social occasion or meeting* shall be referred to as the “Event”
- (d) The Town of Lakewood Village shall be referred to as “the Town”

Section 2. Reservations.

- a. Reservations may be made with the Town Secretary on a first-come, first-serve basis.
- b. Meetings which are required for the general administration of the Town shall have priority.
- c. An application form which includes purpose, time, date and number of people must be completed, in its entirety, at least two weeks prior to the date of the Event.
- d. The deposit and rental fee must be paid when the reservation is made. Prior to receiving the key, the applicant must sign the Building Use Agreement form. (Exhibit ‘A’).

Section 3. Cancellations.

- a. If the reservation is canceled at least one week prior to the date of the Event, the

- deposit and rental fee will be refunded.
- b. If the reservation is canceled less than one week prior to the date of the Event, the deposit will be refunded.
- c. Refunds may be picked up at Town Hall during regular business hours three (3) working days after the notice of cancellation is received by the Town Secretary.

Section 4. Deposits.

- a. A deposit fee of \$100.00, \$150.00 if alcoholic beverages will be consumed, is required. The deposit is refundable after an inspection is completed and approved by the Town.

Section 5. Rental Fees.

- a. Only current residents of Lakewood Village, Texas shall be allowed to rent the Building.
- b. Fees are \$50.00 per day.
- c. Town Council Members may sponsor community events to be held at the Building without payment of a deposit or rental fee.

Section 6. General.

- a. Noise must be maintained at an acceptable level.
- b. Cooking is strictly prohibited inside the Building or on the “grounds”.
- c. Smoking is strictly prohibited inside the Building.
- d. All laws in and for the State of Texas, the County of Denton, and the Town of Lakewood Village shall be observed by the applicant and all persons attending the Event at all times.
- e. The applicant is responsible for all damages to the premises.
- f. Key pick-up date shall be the last working day, during business hours, prior to the Event. Key return date shall be the first working day, during business hours, after the Event. A late fee of \$10.00 per day shall be deducted from the deposit. Applicant agrees to pay all costs for a lost key.
- g. Applicant must be at least 21 years of age and a current resident of Lakewood Village.
- h. The Town reserves the rights to exclude any groups or individuals it deems unacceptable based on previous experience.
- i. The maximum capacity inside the building is 45 persons. Activities for minors shall require one (1) adult for every ten (10) children.
- j. Prior approval must be obtained to attach decorations to the walls or ceilings. No confetti of any form may be used in connection with Events on these premises. The throwing of rose petals or birdseed is permitted on the “grounds” only. Throwing of rice is strictly prohibited.
- k. It is the responsibility of the applicant to properly clean the facility immediately after it is used. The “Guidelines for Clean-up” should be followed closely to

assure refund of deposit.

Guidelines for Cleanup - All litter should be bagged and removed from the premises (Applicant shall be responsible for providing trash bags). Floor shall be vacuumed. All countertops, and, refrigerator shall be wiped down.

- l. The applicant agrees to pay for all damage done beyond normal wear and tear to the facility, grounds, or furnishings. If damage should occur, notification shall be given to the applicant. The applicant shall be responsible for the cost of repair of damages even if that cost exceeds the deposit. The final decision on charges shall be made by the Town. Town staff will inspect the facility and grounds after use to determine if the security deposit should be returned.
- m. No articles or furnishings in Town Hall shall be removed from the premises without the express written permission of the Town.
- n. If a designated representative of the Town determines that further cleaning is necessary, a fee of \$25.00 shall be assessed for the cleaning.
- o. The Town shall not be responsible for items left in the buildings by the applicant or any person or persons attending the Event.

Section 7. Severability clause. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 8. Effective Date. This Ordinance shall become effective from and after its date of passage as provided by law.

PASSED AND APPROVED by the Town Council of the Town of Lakewood Village, Texas this the 1st day of July, 2013.

Mike Schnittker
Mayor

ATTEST :

Linda Asbell
Town Secretary



TOWN HALL BUILDING USE AGREEMENT

Name of Applicant _____
 Mailing Address of Applicant _____
 Residence Address of Applicant _____
 Telephone Number _____ (o) _____ (h)
 Drivers License No. _____ State _____
 Place of Employment _____
 Address _____

RENTAL INFORMATION

Date for rental _____
 Type of Event _____ No. of people _____
 Purpose of Event _____
 Serving food yes no
 Serving beverages yes no Alcoholic yes no

FEES

Deposit amount \$ \$100 cash / check no. _____
 Rental amount \$ \$ 50 cash / check no. _____

Date key to be picked up _____
 Date key to be returned _____

I, the undersigned, have received and read a copy of the Town Hall Rental Ordinance, regarding Policies and Procedures for the rental of the Town Hall Building. I agree to the terms outlined in the ordinance and understand that I am responsible for any and all damage that may occur during my rental. I, the undersigned, agree to indemnify the Town of Lakewood Village for any and all injuries, liabilities or harm incurred while in control of or on the premises.

 Date Signature of Applicant

...
FOR OFFICE USE ONLY

Date key checked out: _____
 Date key returned: _____
 Building Inspected: _____

 Linda Asbell, Town Secretary