

**Sherman R. Smith Community Center**  
**LEASE AGREEMENT/RULE/REGULATIONS**  
**Community Member Contract**  
**231 N. Hood Street**  
**Tatum, Texas 75691**

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the city of Tatum, hereinafter called Lessor, acting by and through the Sherman R. Smith Community Center, and \_\_\_\_\_.

That, upon the terms & conditions herein expressed and in consideration of the covenants and agreement herein expressed. Lessor does hereby, grant unto Lessee the right to use & occupy the following described space and premises located in the Sherman R. Smith Community Center, to wit: \_\_\_\_\_, to be used for the purpose of and no other purpose without the written consent of Lessor for a term to commence at \_\_\_\_ A.M. the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, herein after called "leasing date", and terminating \_\_\_\_ P.M. on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**DEPOSIT**                                 **\$400 / Check or Money Order**

**RENTAL FEE**                            **\$600/ Check or Money Order**

**ADDITIONAL FEES \$ \_\_\_\_\_ /tables and chairs included \_\_\_\_\_**

**MY SIGNATURE VERIFIES THAT I HAVE FULLY READ THIS RENTAL AGREEMENT AS WELL AS THE CONDITIONS OF RENTAL AGREEMENT, AND I AGREE TO AND DO ACCEPT FULL RESPONSIBILITY TO ABIDE BY THESE CONDITIONS AS WELL AS ALL OTHER APPLICABLE LAWS AND REGULATIONS.**

Print Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home Phone \_\_\_\_\_

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

**For Office Use Only**

Deposit Received         \$ \_\_\_\_\_                                 Date \_\_\_\_\_                                 Receipt # \_\_\_\_\_

Total Amount Charged   \$ \_\_\_\_\_                                 Date \_\_\_\_\_                                 Receipt # \_\_\_\_\_

\_\_\_\_\_  
City Official

Amount of Deposit Returned \$ \_\_\_\_\_                                 Date Returned \_\_\_\_\_

Deposit Returned:    By Mail                                  In Person

To \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
City Official

## **RULES AND REGULATIONS**

Lessee hereby covenants and agrees to pay the Lessor, at Tatum City Hall in Tatum, Texas, Rusk County, Texas for the use of said premises. Lessee agrees that all amounts are due and payable by **CASH, CASHIER'S CHECK OR MONEY ORDER, OR COMPANY CHECK** in Tatum, Rusk County, Texas. **ALL RENTAL FEES ARE DUE NO LATER THAN ONE WEEK PRIOR TO EVENT.**

**CONFIRMATION:** A lease date is confirmed with a signed lease agreement, and a **\$300** security deposit.

**CANCELLATIONS:** All cancellations of contracted events must be submitted in writing to the City of Tatum, P.O. Box 1105, 680 Crystal Farms Road, Tatum, Texas 75691. Cancellations made more than 30 days before use will receive a full refund of deposit and advanced payment. Cancellations made 15-30 days before use will forfeit deposit. Cancellations made less than 15 days before use will forfeit deposit and advanced payments.

**TICKETS:** Lessee is responsible for furnishing all tickets, and for advance and performance date sale of tickets. Lessee shall not, under any circumstances, print more tickets for any one performance than there are seats available.

**TABLE COVERS:** Table covers are required at all times. NO EXCEPTIONS.

**CLEAN UP:** Lessee must remove everything brought into the facility immediately after the event. Items remaining after 72 hours become property of the Sherman R. Smith Community Center (unless prior arrangements are made with Sherman R. Smith Community Center). No food items or trash will be left anywhere in the building or on the grounds. Lessee is responsible for removing all trash to the outside dumpster immediately after the event is over (in bags provided by the facility). Lessee is also responsible for caterer compliance also. The Sherman R. Smith Community Center reserves the right to retain security deposit if property is not removed. Lessee shall leave the facility in the same condition in which it took possession. If facility is found not to be in the same clean condition as when Lessee took possession. Lessee will forfeit Lessee's security deposit of \$300.00.

**DECORATING:** Decorating on Saturday and Sunday must be done within leased time. **Decorating at a time other than leased time can only be done if it does not interfere with another event.**

**IMPORTANT** – The City of Tatum does not provide accessories such as tape, extension cords, scissors, utensils, staplers, etc. **ABSOLUTELY NO STAPLES, SCOTCH TAPE, NAILS, TACKS PUSH PINS, ETC. MAY BE USED IN THE WALLS TO SET UP OR DECORATE. ALL DECORATIONS SHOULD BE FREE STANDING.** There shall be no pyrotechnics or mist machines used in the Community Center. Only votive candles or tea light candles can be used in the Community Center. No spray painting is allowed inside the building. No direct painting or spray painting on the grass or any hard surfaces is allowed on the outside area of the building or parking lots. Any decorating prep using power tools or other un-affixed items on the outside premises must first have the approval of the City of Tatum Personnel. Throwing rice, confetti, birdseed or rose petals is prohibited anywhere on or in the Community Center premises without prior approval of the City Personnel.

**SIGNAGE:** Must be approved by City of Tatum Personnel

**BOOTH SET UP:** Lessee must provide booths and set up securely.

**(Initial) ALCOHOL – PRIVATE EVENTS ONLY: See the attached alcohol policy of the City of Tatum for the Sherman R. Smith Community Center.**

### **SPECIAL CONDITIONS:**

1. Absolutely no sitting or standing on tables for any reason. If a table is broken the Lessee is responsible for replacement costs.
2. Absolutely **NO SMOKING** in the Sherman R. Smith Community Center. It is the responsibility of the Lessee to enforce this rule.
3. Absolutely no pets or other animals allowed in any part of the Sherman R. Smith Community Center except those assisting the handicapped. Lessee will be responsible for compliance by anyone attending the event.

4. Absolutely no inflatable bounce houses, water slides, etc. are allowed in any part of the Sherman R. Smith Community Center.
5. Under no circumstances may the Lessee sub-lease any part of the Sherman R. Smith Community Center.
6. Children under the age of 12 are not allowed in restrooms without the supervision of an adult.
7. Children are not allowed to kick the walls, color, paint, or damage the walls of the community center.
8. You are responsible to clean up after your event. This includes: wiping down tables, chairs, floors windows and doors.
9. Please do not leave cigarette butts all over the outside area.

**This agreement is made and entered into upon the above rules and the following express covenants and conditions:**

- A. Lessee agrees to deposit with Lessor as a Security Deposit for above premises the sum of **\$300.00**. The security deposit will be refunded within ten (10) business days after the event, once the premises have been checked for damages. In the event of damages, the Sherman R. Smith Community Center will present a list of damages to the Tatum City Hall for cost assessment. If more than the security deposit of **\$300.00** is necessary to cover the damages, Lessee will be responsible for making full restitution.
- B. The balance of the base rent is due one week prior to occupancy. It is agreed that Lessor may cancel this agreement at any time prior to (90) ninety days before the leasing date. Lessor will make every effort to transfer any meeting to another available public facility at no extra charge to Lessee. Transfer of events may be appeals to the Tatum City Council.
- C. Lessor shall furnish, at Lessor's expense, all heat, water and lights necessary for Lessee's use.
- D. A lease utilizing facility via a series of regular events may have any and/or all future contracted events cancelled by Lessor should Lessee cancel any one scheduled event. Cancellation will be determined at the Sherman R. Smith Center's discretion.
- E. Unless otherwise specified in writing, the Sherman R. Smith Community Center shall be privileged to schedule other similar events both before and after dates of this contract without notice to Lessee. In all cases the Sherman R. Smith Community Center's discretion will be in the best interest of Lessor.
- F. Lessor reserves the right at all times to eject any objectionable person or persons from the building and premises. In the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against the City of Tatum, Sherman R. Smith Community Center, its officers and employees on account thereof.
- G. In case the premises or the building of which such premises are a part shall be destroyed or damaged by fire or other cause, or if any other casualty or unforeseen occurrence or other causes shall render the fulfillment of this agreement by Lessor impossible, the term of this agreement shall end and Lessee shall be liable to pay rent only up to the time of such termination, and Lessee hereby waives and releases any claim for damages or compensation on the account of such termination.
- H. Lessor reserves the right after the termination of the time for which the premises are rented to remove from the building all effects remaining therein. Lessor shall not be liable in any way to Lessee on account of removing said effects.
- I. **LESSEE SHALL AGREE TO RELEASE AND HOLD LESSOR FREE AND HARMLESS FROM ALL CLAIMS AND LIABILITY FOR DAMAGES TO ANY PERSON OR PERSONS FOR INJURIES TO ANY PERSON OR PROPERTY OCCASSIONED BY OR IN CONNECTION WITH THE USE OF THE PREMISES CAUSED BY ANY SOURCE WHATSOEVER. LESSEE HEREBY ASSUMES FULL RESPONSIBILITY FOR THE**

**CHARACTER, ACTS, OR CONDUCT OF ALL PERSONS ADMITTED TO THE PREMISES OR TO ANY PORTION OF THE PREMISES BY LESSEE, IT AGENTS, EMPLOYEES, OR OTHER REPRESENTATIVES. LESSEE AGREES, AT ITS EXPENSE, TO HAVE ON HAND AT ALL TIMES SUFFICIENT POLICE, STAGEHANDS, AND OTHER PERSONNEL TO MAINTAIN ORDER AND PROTECT THE PERSONS AND PROPERTY ON THE PREMISES. THE SUFFICIENCY AND TYPE OF POLICE PRESENT SHALL BE SUBJECT TO THE APPROVAL OF THE SHERMAN R. SMITH COMMUNITY CENTER.**

- J. Lessee thereof shall obstruct neither the halls or ramps of said building, or premises, or the sidewalks, entrances or lobby. Lessee shall not permit any chairs or moveable seats to be or remain in the passageways, such passageways shall be kept clear at all times.
- K. Lessee shall not bring or permit anyone to bring into said building or premises or keep therein anything, which will increase the fire hazard or the rate of insurance on the building or any property therein. No decorations shall be put up without the consent of the Sherman R. Smith Community Center. Lessor reserves the right at any time to require Lessee to remove from the premises any animals, furniture, fixtures, wiring exhibits or other items placed therein without the consent of the Sherman R. Smith Community Center.
- L. Lessee shall not cause or permit any nails or other things to be driven into any portion of the building, or shall any signs be affixed to the exterior thereof. There shall be no changes, alterations, repairs, painting or staining of any part of the building or the furnishings thereof. Lessee shall pay the cost of repairing all damages which is done to the building, fixtures, furniture or furnishings thereof by Lessee, its agents, servants, employees or anyone present on the premises upon the invitation of Lessee including the patrons of the event or function taking place therein. It is expressly agreed that the Sherman R. Smith Community Center shall determine whether any such damage has been done, the amount thereof and the responsibility of the Lessee.
- M. Lessee shall not admit to the premises larger number of persons than the seating capacity thereof or a larger number that can safely move about in said areas.
- N. Lessee shall comply with all laws of the United States of America and the State of Texas, all ordinances of the City of Tatum and all rules and requirements of the Police and Fire Department or other municipal authorities of the City of Tatum.
- O. At all times the laws of the State of Texas will govern this contract and the courts of Rusk County, Texas will have sole jurisdiction in all matters relating to this contract.

**LESSEE, BY HIS/HER SIGNATURE ACKNOWLEDGES RECEIPT OF A COPY OF THE SHERMAN R. SMITH COMMUNITY CENTER RENTAL RATES, GENERAL RULES AND REGULATIONS, WHICH BY REFERENCE ARE HEREIN MADE A PART OF THIS LEASE AGREEMENT.**

Witness our hands in triplicate on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

By: \_\_\_\_\_  
Sherman R. Smith Community Center Representative

By: \_\_\_\_\_  
Lessee Signature

\_\_\_\_\_ Print Name

\_\_\_\_\_ Address

\_\_\_\_\_ Phone

\_\_\_\_\_ Email

**ALCOHOL POLICY OF THE CITY OF TATUM**  
**FOR THE SHERMAN R. SMITH COMMUNITY CENTER**

The City of Tatum shall allow the serving and consumption of alcoholic beverages under the following terms and conditions.

1. During any private event, alcoholic beverages may be made available by the sponsor of the event to the attendees of the event, upon prior approval by the Sherman R. Smith Community Center. There shall be complimentary alcoholic beverages only, to be made available only by the sponsor of the event, with no sale of alcoholic beverages to be permitted at the event, and no "BYOB" to be permitted at the event.
2. During any public event, sponsored by a charitable, religious, or civic organization, alcoholic beverages may be made available by the sponsor of the event to the attendees of the event, upon prior approval by the Sherman R. Smith Community Center. There shall be complimentary alcoholic beverages only, to be made available only by the sponsor of the event, with no sale of alcoholic beverages to be permitted at the event, and no "BYOB" to be permitted at the event.
3. During any music concert event, alcoholic beverages shall not be permitted to be made available to the attendees of the event.
4. During any public or private event, in which alcohol has been made available by the sponsor of the event, alcoholic beverage consumption shall be permitted within the building of the Community Center only. There will be no alcohol consumption by any person upon the Sherman R. Smith Community Center property other than within the Community Center building.
5. During any public or private event, in which alcohol has been made available by the sponsor of the event, said sponsor shall not be permitted to serve alcoholic beverages to persons under the age of twenty-one (21).
6. During any public or private event, in which alcoholic beverages have been made available by the sponsor of the event, the sponsor shall be required to retain, and have present at all times during the event, a certified peace officer(full-time). There shall be a requirement that there shall be at least two certified peace officers(full-time) present during the event over one hundred fifty (150) people in attendance at the event. Any officer working such an event must be approved by the ***Chief of Police of the City of Tatum, Chief James Smith.*** **The rate for this service is \$45.00 per hour for each officer, with a four hour minimum (\$180.00) for each officer, to be paid directly to the officer(s). Contact Tatum PD at 903-803-3581.** Initial
7. In addition to these rules and regulations set by the City of Tatum, all events sponsors must abide by any and all regulations as set out by the Texas Alcoholic Beverage Commission.

Texas Alcoholic Beverages Commission  
2800 Tatum Road, Suite 4, Longview, TX 75604, 903-759-7828.  
**<http://www.tabc.state.tx.us>**

**Mail all checks and correspondence to:**

**City of Tatum  
P.O. Box 1105  
Tatum, Texas 75691**

**Tatum Police Department \* Chief James Smith \* 903-803-3581**

# Sherman R Smith Community Center Cleaning Checklist

Applicate Name \_\_\_\_\_ Event Date \_\_\_\_\_

- All decorations are removed
- Tabletops wiped down and returned to original location
- Chairs wiped down and returned to original location
- All floors have been swept and mopped as needed (main room, men's and women's bathrooms)
- All tents removed
- Men's and women's bathrooms wiped down (countertops, toilets, mirrors)
- All trash cans emptied, trash deposited in dumpsters outside in parking lot
- Wipe down and clean all the windows and doors (both indoors and outdoors)
- The building is in the same condition as it was prior to the event
- All lights are turned off
- Pick up all trash in the parking lot

Please remember that there is no smoking in building, no painting or glitter, all candles need to be in containers, no open flames. Renters are required to call Tatum PD at 903-803-3581 when leaving building at the end of event for walk through inspection by officer. You must sign the checklist in order to be eligible to receive a refund of your deposit.

**I have read and agree to complete the items on the cleaning checklist with the understanding that part or all of my deposit can be forfeited according to the rental agreement if these items are not completed satisfactorily.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date