

CITY OF TAHLEQUAH, OKLAHOMA

BROOKSIDE CENTER

124 North Brookside Avenue, Tahlequah, Oklahoma
(918) 456-0651 Extension 1603 - (918) 456-8935 Fax
recreationsec@cityoftahlequah.com

RENTAL & OPERATING POLICY

All users of the Center shall agree to the following rules

RENTAL PROCEDURE

1. The Center is available for rental Sunday through Saturday, 8:00 A.M. to 11:00 P.M.
2. Reservations for use of the Center shall be by application only and shall be granted on a first-come, first-served basis. No reservation will be accepted for a period longer than 12 months in advance of the rental date.
3. Applications must be submitted to the Armory Municipal Center, located at 201 East Delaware Street, Tahlequah, between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, holidays excepted. Applications will not be accepted without a valid signature; original and facsimile signatures will be deemed effective and binding for the purpose of establishing a rental contract.
4. No application will be accepted unless submitted with a refundable cleaning / damage deposit payable to the City of Tahlequah.
5. The minimum rental period is four (4) hours. Refunds are not issued for unused hours.
6. All reserving parties must sign the Rental Contract. However, no space will be held as a confirmed reservation unless the deposit plus a minimum of 50 percent of the rental fee, as shown on the contract, is paid upon application and submission of the contract.
7. Any unpaid balance must be paid in full not less than two (2) weeks prior to the date of the event. Payments not received by this deadline may result in cancellation of the rental and forfeiture of all fees and deposits.
8. Cancellation of reservations must be made at least three (3) working days prior to the date of the scheduled event. Cancellations after this deadline are subject to forfeiture of the initial deposit. When no cancellation at all is made, the full rental fee is applied.
9. Access to the Center for the purposes of early setup, rehearsals, or other pre-event preparations, or departure after the designated ending time of the event, unless otherwise approved by authorized Center staff, are subject to additional fees.
10. No candle burning allowed, unless otherwise approved.
11. Approval for Center use and authority to cancel a scheduled event shall be at the sole discretion of the City as administratively determined by the Mayor or other Center staff authorized by and acting under the direction of the Mayor.

GENERAL RULES

12. Smoking is prohibited within the interior of the Center and within 25 feet of any facility entrance (Okla. Statutes - Title 21, Sec. 1247).
13. Users of the Center shall confine their activities to only those spaces approved for use.
14. Every individual renting the facility assumes liability for any and all damage to the building and/or equipment during the period of use.
15. No tables, chairs, or other equipment provided by the Center may be removed from the facility at any time. No furniture may be brought in to the Center by any renter unless otherwise approved.
16. Furniture and equipment are not to be moved except with the permission of the Center staff.
17. All exit doors must remain operable and no part of any hallway, corridor or exit may be used in a way that obstructs its use as an exit.
18. The maximum occupancy of the building at any time is limited to 34 people. Overcrowding is forbidden and may result in cancellation of the event and forfeiture of all fees paid.
19. It is understood that the City of Tahlequah reserves the right to have any of its staff attend any event held in the Brookside Center.
20. Groups are responsible to see that all activities are properly controlled and supervised. Adequate adult chaperons must be provided if group members are under 21 years of age.
21. Renters of the facility are responsible for leaving the rented premises in a condition that is clean, orderly, and free of trash, debris or other unwanted materials. Failure to do so may result in forfeiture of any refundable deposit and an assessment of additional charges.
22. All trash and other disposables shall be gathered in heavy duty garbage bags to be supplied by the Center and placed in the Center dumpster located on the exterior east side of the building.
23. Renters of the facility shall assume responsibility for noise levels of their participants.
24. Any behavior deemed by authorized staff to be disruptive in any way shall be cause for eviction of participants from the building and may be cause for possible legal action. In such cases, all fees and deposits paid will be forfeited.
25. The City of Tahlequah, its officials and employees assume no responsibility for any personal property, equipment, or furniture brought into the building.
26. Use of the Center does not in any way imply endorsement or sponsorship of the event by the City of Tahlequah. Publicity shall be designed to identify clearly and accurately the name of the sponsoring group.
27. No additional lighting or electrical modifications will be permitted unless approved by the Center staff.
28. All room or building decorations and fasteners must be approved by the Center staff.
29. **NO GLITTER, SPARKLES, SEQUINS, OR CANDLES MAY BE USED FOR DECORATIONS.** No bird seed, rice, or other loose material may be thrown inside the building.
30. The use of masking tape, cellophane tape, thumb tacks or other forms of pointed fasteners to hang decorations by direct attachment to painted surfaces, wood, walls, or ceilings is prohibited unless approved by the Center staff. Additionally, renters will be responsible for the removal of any decorations and debris immediately after the conclusion of the event.

31. Kitchen access and use privileges shall be granted to renters, upon request, at no additional cost provided; however, that such use shall be subject to any scheduling restrictions deemed necessary by authorized staff. The kitchen is to be used solely as a serving facility and no major food preparation is allowed. Dishes of any kind, serving ware, cups, towels and the like are not available in this kitchen.
32. All food and drink served in the Center shall be restricted to the Kitchen and other designated areas provided.
33. Security may be required for certain events and uses of the Center. The determination of security need shall be made at the sole discretion of the City in consideration of the type of event, user group, and other factors relevant to the proposed rental. When security is deemed necessary, the renter shall contract the same with the City for the duration of the event; a four (4) hour minimum shall apply.
34. Alcoholic beverage consumption is permitted on the premises under the following conditions only:
 - A. The renter agrees to accept full responsibility for ensuring compliance with all laws and regulations of the City, County, and State of Oklahoma regarding the licensing and serving of alcoholic beverages.
 - B. The renter must be over 21 years of age, whether acting as an individual or representing an organization, and must be physically present on site at all times during the event.
 - C. Alcoholic beverages may not be sold or given for any consideration on the premises unless in accordance with license requirements of the State. No individual attending events may bring in their own alcohol. No alcohol will be allowed outside of the building.
 - D. The renter must abide by all laws of the State of Oklahoma and the City of Tahlequah, including but not limited to: 1) restricting consumption of alcoholic beverages to persons 21 years of age or older, and 2) refusing alcoholic beverages to any intoxicated persons. Violation of either of these stipulations may be grounds for possible fine and/or imprisonment.
 - E. In the event that the reserving party or any of his/her guests either (a) violate any of the conditions set forth above or below or (b) exhibit behavior deemed to be disruptive by a Tahlequah City official, authorized Center staff, or any law enforcement officer, such behavior shall constitute a breach of the Rental Contract and the renter and his/her guests will be required to vacate the premises. The City of Tahlequah shall be entitled to retain all rental fees and deposits paid under the Rental Contract as liquidated damages.
36. Any renter or group that fails to comply with the rules set forth herein will be subject to denial of future use of the Center.

FEE SCHEDULE

	<u>1-4 hrs.</u>	<u>4+ hrs.</u>
Brookside Center (maximum seating – 34)	\$ 40	\$ 65

Additional Charges:

Clean Up / Damage Deposit (refundable):

Standard Event	\$150.00
Alcohol Service Event	\$ 500.00

Posted to Calendar	_____
Floor Plan Received	_____
Door Code	_____
Partial Pmt	_____
Paid in Full	_____
Refund Request to Finance	_____
Refund Denied	_____

RENTAL CONTRACT – City of Tahlequah
BROOKSIDE CENTER
 124 North Brookside Avenue
 Tahlequah, OK 74464
 (918) 456-0651, Ext. 1603 - (918) 456-8935 Fax
recreationsec@cityoftahlequah.com

Applicant Information:

Last Name: _____	First Name: _____
Organization and/or Name of Event (if applicable): _____	
Address: _____	City: _____ Zip: _____
Home Phone: () _____	Work Phone: () _____
Alt. Phone: () _____	Email: _____

Rental Function Information:

Group Type / Use:	
Type of Function: ___ Meeting ___ Fundraiser ___ Reception ___ Other (describe) _____	
Date Requested: ____ - ____ - ____	Day of Week (circle): Sat Sun Mon Tues Wed Thurs Fri
Anticipated Attendance : _____	
Hours of Use (includes setup & clean up): ____:____ a.m./p.m. to ____:____ a.m./p.m.	TOTAL HRS = ____
Will alcohol be served? ___ No ___ Yes <i>(If Yes, renter responsible for applicable permits and licenses)</i>	

Rental Fees:

Estimated Room Cost (see fee schedule):	\$ _____	<i>(Note: 1/2 of room cost to be paid upon application)</i>
Deposit :	\$ _____	
Additional Charges:	\$ _____	<i>(describe type and quantity)</i> _____
TOTAL DUE	\$ _____	
TOTAL RECEIVED	\$ _____	
BALANCE DUE	\$ _____	

The undersigned Applicant does hereby acknowledge to have received a copy of, and agrees to comply with, all rules and procedures set forth in the Brookside Center Rental and Operating Policies. Applicant does further agree to be responsible for any damage to the facility occurring during and by this use, and agrees to be responsible for the conduct of all persons attending this function. Applicant further agrees that the City of Tahlequah, its officers and employees, shall not be responsible for any injury or loss incurred by persons or to personal property during or by this use, except as may arise from the sole willful act, omission or sole negligence of the City of Tahlequah, its officers or employees.

Signature of Applicant

Organization (if applicable)

Date

(Original and facsimile signatures shall be legally binding)

Revised 8/1/14