

## GUIDE FOR COMMUNITY RENTAL OF FACILITIES

### **Q: Who is BakerRipley?**

BakerRipley is a non-profit, tax-exempt social services agency whose purpose is to keep Houston a place of opportunity for all those working for a better life. For over 100 years, we have provided Houston residents with resources, education and connection, which we accomplish through several BakerRipley service locations, as well as services provided through our partnerships with other organizations. Making the use of specific areas of our BakerRipley locations available to the community for family gatherings and community events is just one of the many ways we help families and neighbors connect.

BakerRipley strives to be a good neighbor and takes steps to ensure that our facilities and operations respect and not disturb our neighbors. We expect all guests who use our facilities to do the same by ensuring their vehicles do not block access to others' property or create a safety hazard, by collecting and disposing of trash, and by keeping music and other noise to a reasonable level.

### **Q: I want to rent a large room to host my parents' 50<sup>th</sup> wedding anniversary for 200 guests. What community space do you have to offer?**

We provide a wide variety of programs and services throughout the week for students, families, seniors, and others in BakerRipley locations across Houston. As space permits, we are able to provide both large and small event spaces for short-term rental, such as your parents' wedding anniversary party. Contact the **Logistics Team: Sara Lerma at 281-386-9603 or Adriana Villarreal at 346-267-0487**, for more information on locations and dates of available short-term rental space. They can also speak with you about longer-term leased space options.

### **Q: What does short-term space cost?**

We determine space rental costs according to Facility Use Groups (see below) and the *Facilities Rental Fee Schedule*.

#### **Facility Use Groups**

<b>Group 1: Private Gatherings</b>	<p>This group includes private events such as parties, family gatherings, receptions, and other social events.</p> <p>This classification includes all commercial rentals by any individual or outside organization, whether member or non-member, where an admission fee may or may not be charged to make a profit for the sponsor and/or performers. A request to use space for purely commercial purposes will be denied unless the public welfare is significantly served by such use because of the educational or cultural value of the event.</p> <p>Such groups using the Agency's facilities for activities to which admission fees are charged or contributions are solicited, but the total net receipts are expended for the welfare of the citizens of the Agency or for charitable purposes, will be reviewed independently and may qualify for an AT COST or NO FEE status.</p>
<b>Group 2: Member Functions</b>	<p>A 365+ member of any BakerRipley location qualifies for a discounted rental rate of Group 1 activities.</p>
<b>Group 3: Volunteer Associations</b>	<p>Individuals or outside organizations, whether members or non-members, consisting of unpaid volunteers that are organized for general civic improvement or social services may rent the Agency's facilities at a rate equal to the Agency's cost in providing the facility. You may not charge admission to the event. At-Cost rates will be determined by the Logistics Team.</p>
<b>Group 4: Agency Affiliation</b>	<p>Under certain circumstances, individuals or organizations – whether members or non-members – may be approved to use our space at no cost to that individual or organization (payment for at-cost expenses for additional and substantial costs not normally incurred by the Agency, i.e. utilities, security, janitorial, etc.). All three of the following criteria must apply for Group 4 status:</p> <ol style="list-style-type: none"><li>1. BakerRipley is a named sponsor;</li><li>2. The Agency controls the timing and planning of the event; and</li><li>3. Members of the community center (if applicable) benefit from the event.</li></ol>
<b>Group 5: VIP Group</b>	<p>This group or organization may host an event at one of our locations with the approval of the Sr. Director of Community Based Initiatives.</p>

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### **Q: What is your cancellation policy?**

All requests for cancellation or rescheduling must be submitted to the Logistics Manager or designee **30 calendar days** prior to the scheduled date of the event. **25% of the total rental fee is non-refundable.** We reserve the right to cancel an agreement to provide rental space in favor of an Agency activity. In this unlikely event, **at least 30 calendar days' notice** will be provided. The Logistics Team will make a reasonable attempt to accommodate a different location, date, or time; but if unable to do so, will be provide a full refund. Should an unexpected and significant risk be identified that threatens the safety and welfare of staff, community users, and the facility, we reserve the right to cancel an agreement with **less than 30 calendar days' notice** and will attempt to locate an alternate location or date for you. Examples of this include severe weather, civil disturbances, and acts of terrorism. If we determine that your event is being conducted in a manner that is unsafe; disturbs or interferes with our programs, events, or activities; or is contrary to the permitted use of the space, then we may immediately terminate your event in progress without written notice. Failure to immediately end the event and surrender the space may result in forfeiture of the deposit, additional fees, and/or other remedial measures by civil authorities.

### **Q: Can I serve alcoholic beverages?**

Yes, under certain conditions, you may serve alcoholic beverages at your event, and we reserve the right to limit the use of alcoholic beverages at any time. You must receive our written consent in advance of the event. Note the following restrictions:

- **The sale of alcoholic beverages is strictly prohibited.**
- We will schedule, and you must pay for, a minimum of two (2) commissioned police officers.
- You are responsible for ensuring that alcohol is not served to minors and anyone suspected of intoxication.
- We strongly recommend that you provide a properly-trained bartender to serve alcoholic beverages.

### **Q: Can I serve food?**

Serving food will require use of the kitchen, which is an additional charge that will be applied to your rental invoice (consult the *Facilities Rental Fee Schedule* for prices per site). **Kitchens can only be used for serving food;** all food served at your event must be prepared off the premises. However, catering services are available.

### **Q: Is smoking allowed on your property?**

All of BakerRipley's buildings and facilities are smoke-free. **Smoking is prohibited anywhere within the property line of Agency building(s).** Additionally, the use of any illegal drugs or controlled substances in the Agency's facilities or on the Agency's property is strictly prohibited. Violations of the Agency's smoking and drug policies may result in fines, termination of the event, forfeiture of deposit, additional fees, and criminal prosecution.

### **Q: Do you provide security?**

The safety and security of event attendees is important to us. We require commissioned police officers to be present for most events held in our centers. The chart below sets forth the minimum-required commissioned officers per number of attendees. We will determine whether additional officers are required and when officers will arrive to and depart from the events. We will arrange for commissioned officers in advance of the event and the Renter (as determined by the "Facility Use Groups" table) is responsible for payment to the commissioned officers at the start of the event. In limited situations and at our discretion, we may waive or modify this requirement.

**Minimum Required Commissioned Police Officers (4-hour minimum)**

Number of Attendees	Hourly Rate	No Alcohol Served	Minimum Cost / hour	Alcohol Served	Minimum Cost / hour
1 - 49	\$45/ hr /officer	N/A	\$ 0	2 officers	\$ 90
50 - 99	\$45/ hr officer	1 officer	\$ 45	2 officers	\$ 90
100 - 199	\$45/ hr /officer	2 officers	\$ 90	2 officers	\$ 90
200 - 500	\$45/ hr /officer	2 officers	\$ 90	3 officers	\$ 135

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### **Q: Do I have to provide insurance?**

At our discretion, we may require proof of adequate liability insurance and inclusion of BakerRipley as a named insured on the policy. Adequate liability insurance may include, but is not limited to, coverage for personal injury, death, damage to property, and other items the Agency may consider necessary for the attendees. All insurance carriers used must be licensed and permitted to do business in the State of Texas.

### **Q: Can I invite the media to cover my event?**

Requests for media coverage must be submitted to the Logistics Team for Agency approval **at least two (2) calendar weeks** before the event and must include names and contact information of all media personnel attending the event. All press release or media communications must be submitted to the Logistics Team for Agency approval **at least two (2) calendar weeks** before the event. Failure to obtain these approvals may result in cancellation of the event and forfeiture of any payments already made.

### **Q: Do you allow Lobbying, Political Campaigning, or Candidate Forums?**

We encourage everyone to be involved as an active participant in the political process. As BakerRipley is recognized as a non-profit tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, we must maintain a non-partisan (neutral and objective) atmosphere for all activities that occur on our properties. That means *we cannot allow any activity that directly or indirectly participates or intervenes in any political campaign in support of (or in opposition to) a candidate for public office.* Lobbying, which includes direct lobbying and grassroots lobbying, is not permitted under any circumstances. *Direct lobbying* includes any attempts to influence legislation by publicly stating a position on specific legislation to legislators or other government employees or urging others to do so. *Grassroots lobbying* includes any attempts to influence legislation by publicly stating a position on specific legislation and asking the public to contact legislators or other government employees regarding the legislation. Solely at our discretion, candidate forums may be permitted with sufficient advanced notice and only if we have sufficient cause to believe the candidate forum will be organized, advertised, and presented in a non-partisan manner.

### **Q: Can I hold a Peaceful Public Assembly?**

We may allow designated space to be provided to individuals and outside organizations for public discussion or peaceful public assembly. You must submit your request **two (2) calendar weeks** in advance of the event and you must obtain written permission prior to the event. We reserve the right to allow or deny access to these designated spaces based on the type of the assembly planned; any potential negative effect on the programs and services we provide; and/or the perceived safety of students, staff, and community residents that routinely access our programs and services. At no time may a public assembly interfere with or disturb community center operations and activities. The Agency reserves the right to refuse the use of its facilities to any person for any permissible reason.

### **Q: What else do I need to know?**

1. **AVAILABILITY** – Check your preferred location for availability. The Agency does not rent on Agency-observed holidays.
  - a) New Year's Day
  - b) Memorial Day
  - c) Independence Day
  - d) Labor Day
  - e) Thanksgiving Day
  - f) Day after Thanksgiving Day
  - g) Christmas Eve
  - h) Christmas Day
2. **WHO CAN RENT** – We do not discriminate against any person or group on the basis of age, disability, genetic information, national origin, pregnancy, race, color, religion, sex (including sexual orientation and gender identity), marital status, political affiliation or belief, military status, or any basis prohibited by law. The Renter must be at least 18 years of age to reserve the building and must be present during the function. Rental may be denied based on a Renter's past use of Agency facilities.
3. **HOW TO RENT** –
  - a. Contact the front desk at the center of your choice.
  - b. Check on date availability.
  - c. Sign off on the quote you receive. Space will be tentatively reserved.
  - d. You will receive a call from a Logistics Team member within two business days to visit the space and process the final contract and cost. **50% of the rental fee** is required to confirm your reservation.
  - e. All payments must be made in person. We accept credit cards, money orders and cash.
4. **RENTAL INCLUDES** –
  - a. Access to and use of space, tables and chairs.
  - b. Logistics Team on hand or on call to answer any questions concerning the facility during rental time.
  - c. Additional fees apply for additional spaces and for use of the facility after the contracted time (in 15 minute increments).
5. **DEPOSITS AND PAYMENTS** –
  - a. Damage Deposits are due **30 calendar days** before the function date. Damage Deposit amount depends on the space.

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- b. Damage Deposits are refundable if there are no damages or expenses incurred by the Agency due to the function and if the event ended on time. BakerRipley WILL NOT issue a refund. (Examples of damages/expenses are damage to the building, landscape, or furniture; payment for additional security if the event is cancelled late; and payment for security or other expenses needed before/after the contracted time).
  - b. **50% of the rental fee** is required to confirm your reservation at time of contract completion.
  - c. Remaining rental fee balance is due **30 calendar days** before the function date or contract may be terminated.
  - d. We accept credit cards, money orders and cash.
  - e. **25% of the total rental fee is non-refundable** in the event of cancellation regardless of the time frame.
6. **CLEAN UP** – The Renter, its identified clean-up crew, Agency staff and officers will be the only individuals remaining in the building during clean-up. Clean-up begins **one hour before the end time of the event**. All items brought into the facility must be removed during clean-up – including decorations, food, plates, and other debris. All trash must be placed into trash receptacles. A night crew will remove tables, chairs, and mop and buff floors.
7. **SECURITY** – Commissioned officers are required for most events from the time the guests arrive through clean-up and vacating the premises. Agency staff will schedule security officers for your event through Harris County Constable's Office. We reserve the right to adjust the number of commissioned officers we require for your event. Renter is responsible for payment to commissioned officers at the start time of the event. Officers and Agency representative(s) will be the last ones out.
8. **DAY OF THE EVENT** –
  - a. The rental time in your contract includes set up and clean-up. If you require additional set up time, it will result in an additional charge to the Renter.
  - b. Prior to the setup of the event, Agency staff will provide Renter a pre-use walk-through of the space whereas the user accepts the conditions of the spaces.
  - c. The Renter understand that the Renter and its guests will only use the space rented and access to other parts of the building are not allowable.
  - d. Kitchens are not included in the rental contract of your space; should you require use of the kitchen, an additional charge will be applied to the rental invoice. **NOTE: kitchens can only be used for serving food**; all food served at the rental must be prepared off the premises.
  - e. When decorating, do not use tacks, nails, staples or tape on walls. Painters tape is allowed.
  - f. Food and drink spills must be cleaned immediately. Ice chests should be working properly to avoid water spilling onto the floor.
  - g. This is a smoke free campus, smoking is not allowed anywhere on the premise, including the parking lot.
  - h. Alcoholic beverages are allowed during the event if permission to serve alcoholic beverages is requested at the time the contracted is signed, and only if **2 commissioned officers** are on duty. Under no circumstances are minors (anyone under 21) allowed to consume alcoholic beverages while on premises. **Alcoholic beverages are prohibited for youth oriented events at BakerRipley Leonel Castillo Community Center.**
  - i. Officers and Agency staff **do not have authorization** to extend the time stated on the contract.
  - j. All trash, including paper goods, decorations, food and other debris must be placed in trash. Tables and counters used during the event must be wiped cleaned at the end of your event.
  - k. The following items /actions are not allowed on the premises:
    1. Glass bottles (beer bottles and sodas)
    2. Open flames (candles)
    3. Decorations hanging from the ceiling
    4. Altering the property (light fixtures, art work, furniture etc.)
    5. Propping doors open
    6. Loitering outside (parking lot) or in the hallways of the building
  - l. The event closes down one hour prior to contract end time. (Example: rental period is from 6 PM to 12 midnight – event ends at 11 PM and Renter begins clean-up at 11 PM). Janitorial staff will start breaking down event chairs and tables at that time.
  - m. Moon walks (inflatable bounce houses) are allowed with a copy of a certificate of liability insurance with BakerRipley as the Certificate Holder.
  - n. Agency staff will do a post-event walk-through that will determine damage deposit refunds.
9. Any violations will result in immediate termination of the event and contract and the **damage deposit will not be returned**. **SMOKE/FOG Machine**- The use of smoke/fog machines are prohibited. Violation of the use may result in fines, termination of event, forfeiture of deposit and additional fees.
10. **IN CASE OF AN EMERGENCY**-
  - a. **Fire Alarm**-Should the fire alarm all persons must be evacuated to the designated AREA (parking lot), renter must contact Logistics team to communicate that the fire alarm sounded. Everyone will remain outside until the fire department arrives and gives an all clear.
11. **DAMAGES**- You are responsible for any damage, whether accidental or intentional, caused by you and any of your invited and uninvited guests. You must agree to hold BakerRipley and its Board and staff harmless for any damages or claims that might result to your person or property and that of your invited and uninvited guests.
10. **CORE VALUES**- Your activity cannot be contrary to BakerRipley's Core Values of Respect & Responsiveness; Leadership & Excellence; Accountability & Integrity; Growth & Innovation; and Diversity & Inclusiveness.
11. **WRITTEN AGREEMENT**- Verbal and "handshake" agreements are never valid agreements for use of the facilities. Electronic communications must be followed up with a written contract.

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12. **REFUSAL OF SERVICE** - We reserve the right to deny, refuse, and cancel any agreement to provide short-term rental of space if:
- a. The facility requested is unavailable, inadequate, or inappropriate for the proposed use of the facility at the time requested or at any time leading up to the day of the event.
  - b. The proposed use of the facility includes impermissible solicitation or sale of goods/services.
  - c. The applicant owes a past-due monetary debt to BakerRipley.
  - d. The proposed activity would disrupt or disturb regular Agency programs and events, or could result in damage to or defacement of the property.
  - e. The proposed activity would constitute an unauthorized joint sponsorship with an outside organization.
  - f. The applicant is an employee under disciplinary action.