**Douglass Youth Center Auditorium Reservation Form**

*\*\*\*Note: NO exceptions will be made\*\*\**

*\*\*\*Please READ guidelines carefully*

*You MUST fill out the ENTIRE form\*\*\**

Today’s Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Organization or Individual – “Responsible Party”):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purpose of Reservation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reservation Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Event Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time of event (include set up and clean up – set up begin through clean up end time may not exceed an eight (8) hour period). Special request for Set Up is only allowed day before if facility is available. All other set up must be done the day of event.

Date of Set Up \_\_\_\_\_\_\_\_\_\_ Set Up Time: \_\_\_\_\_\_\_\_ Set Up End Time: \_\_\_\_\_\_\_\_\_\_

 Event Begin: \_\_\_\_\_\_\_\_\_\_ End Time\_\_\_\_\_\_\_\_\_\_ Clean Up Will End: \_\_\_\_\_\_\_\_\_\_

(Note: tables and chairs are available, you are responsible for setting them up and taking them down.)

**GUIDELINES:**

1. Reservations and Fees: Reservations for use of the auditorium are subject to availability and the discretion of the Board of Directors of the Douglass Youth Center (“the Board”). The fee to reserve the auditorium is $275.00 (“reservation fee”) per day in the form of cash or check. The Board reserves the right to reject and/or alter the time of any reservation up to 48 hours prior to the start of the above-indicated set up time. The reservation fee must be paid at least seven (7) business days prior to the use of the auditorium. Payment shall be delivered to
Sabrina Mc Gilbra (361)355-0044. For Questions contact Ms. Michelle Putman
 (361)876-2503. Payments may be paid payable to Douglass Youth Center 902 S. Martin Luther King, Kingsville, TX 78363. Payments may be mailed and must received 7 days prior to event to P. O. Box 1443, Kingsville, Texas 78364.

(a). Access to the auditorium begins at the above-mentioned time of set up begin and ends at the above-mentioned time of clean up end. An additional reservation fee will be charged for each day used after the above-mentioned date and time.

(b). The Responsible Party is required to do their own set up, take down, and clean up. The Douglass Youth Center will provide tables and chairs.

(c). Reservations requested less than seventy-two (72) hours prior to the start of the event will not be accepted.

(d). The auditorium may be reserved between the hours of 9:00 am to 10:00 pm, Sunday through Saturday.

(e). The classrooms/computer labs may not be reserved or used for any purpose.

(f). The air conditioning will be turned on by the Board member no earlier than two (2) hours prior to set up begin time.

(g). Set up begin time must be the same day as the event and clean up. If additional time beyond the date of reservation is requested, the responsible party must pay the full fee of $275.00 for each additional day (eight (8) hour time period) requested.

(h). Please make all checks payable to Douglass Youth Center.

2. Deposit: A $125.00 refundable deposit (“deposit”) in the form of cash or check is required to be paid at the time of submission of this form for reservation. Payment shall be delivered Douglass Youth Center, 902 S. 2nd Street or mailed to P. O. Box 140 Kingsivlle, TX 78363. **If paying by check, the deposit fee must be included along with reservation fee and paid at the time of reservation.** The deposit will be refunded after inspection of the premises and facility has been conducted within seven (7) business days after conclusion of the reservation at the discretion of the Board.

3**. *Cancellations: All cancellations must be made at least twenty-four (24) hours prior to the set up begin time or deposit and fee will forfeited.***

4. Damages: Additional charges will be assessed to the responsible party if damages occur during the reservation period to the auditorium and/or premises.

5. Cleaning of facility: All trash in the auditorium and on the premises must be picked up and taken to the dumpster. All kitchen appliances, cabinets, and restrooms must be cleaned. All floors must be swept and mopped. Any additional scuff marks made on the floors must be removed from the floors.

6. Decorations: Decorations are allowed to be attached with only masking or painters tape. No scotch tape, packaging tape, nails, screws, push pins, glue, etc. are allowed. Douglass Youth Center is not responsible for decorations or items left after the event. Items left at the Douglass Youth Center after five (5) business days after the conclusion of the reservation will become the property of the Douglass Youth Center.

7. Food: All food brought in must already be prepared and served from the kitchen.

8. Food Utensils & Cookware: Roasters, crock pots, and electric cookers may only be plugged in the kitchen area. The above-mentioned cookware may not be utilized to serve food in the auditorium area. It is a violation of the Kingsville City Health Code and could result in a citation for Douglass Youth Center. **No cooking or food preparation of any kind is allowed at Douglass Youth Center per Kingsville Health Department Code.**

9. Beverages: Non-alcoholic beverages are only permitted during the use of the auditorium and on the premises. **No alcoholic beverages of any kind are allowed.**

10. **Douglass Youth Center is a Non-Smoking and Drug Free Facility:** No tobacco products or illegal drugs are permitted on the premises or in the auditorium at any time.

11. Electricity: All electricity must be turned off upon leaving the facility.

12. Keys/AC: Keys may be picked up at from Margie Houston (361) 228-0958 or at the Douglass Youth Center, 902 S. Martin Luther King St., Kingsville, TX 78363, the evening prior to the reservation before 5:00 pm or the morning of the reservation at 10:00 am. **Although the responsible party will pick up the keys prior to the start of the reservation, responsible party is not allowed access to the premises or auditorium until the above-mentioned set up begin time, due to liability**. AC Is always locked and set. **Reminder, the air conditioning will not be turned on until two (2) hours prior to the start of the above-mentioned set up begin time**. All keys must be returned the next day after conclusion of the reservation by 12:00 pm (noon) the following business day to Margie Houston at Douglass Youth Center, 902 S. Martin Luther King St., Kingsville, TX 78363. Responsible Party is responsible for the keys during the time of possession and access to the property. If any key is lost, the Responsible Party shall pay the re-keying fee.

13. Scheduling: Please contact Sabrina Mc Gilbra(361)355-0044, Michelle Putman (361) 876-2503 to confirm availability of the auditorium and make a reservation. This form must be completed delivered to DYC. Please a message if no answer.

14. **There will be no waiver or discount to any fee or deposit. No exceptions will be made except as noted in subsection (a) of this paragraph.**

(a). 501(c)(3) Nonprofits: 501(c)(3) nonprofit organizations will be allowed a complementary four (4) hour set up period the day before the reservation from 6:00 pm – 10:00 pm***. Please note, the air conditioner will not be turned on prior to 6:00 pm.***

15. Accident Waiver and Release of Liability: Responsible party must sign the attached Accident Waiver and Release of Liability Form and submit with this reservation form.

***If the responsible party or any of their guests violate any of these guidelines, it could result in loss of privilege to reserve the auditorium in the future, additional fees/charges assessed, civil liability, and/or criminal prosecution.***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Today’s Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of responsible party)

If you have any questions regarding the guidelines, please contact Michelle Putman at 361-876-2503. If there is no answer, please leave a message and she will call you back.

Thank you for choosing Douglass Youth Center to host your event!

**ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM**

I HEREBY ASSUME ALL OF THE RISKS OF THE USAGE OF THE DOUGLASS YOUTH CENTER FOR AN EVENT, including by way of example, and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the Douglass Youth Center and its Board of Directors in which I will utilize for an event. I may use the facilities for and event, and this will govern my actions and responsibilities, in addition to the reservation form.

In consideration of my application and reservation of the Douglass Youth Center for an event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

1. I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the Douglass Youth Center and/or its Board of Directors, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me during the use of Douglass Youth Center Facilities, THE FOLLOWING ENTITIES OR PERSONS: Douglass Youth Center Inc. and/or their directors, officers, employees, volunteers, representatives, and agents and other holders, and sponsors,
2. INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of the usage of the Douglass Youth Center facilities in case of accident or injury. I release from all liability Douglass Youth Center, Inc. and their directors, officers, volunteers, representatives, agents, and other holders, and sponsors.

The Accident Waiver, Release of Liability Form, and COVID-19 Protocol shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

IN CONSIDERATION of leasing the main auditorium at the Douglass Youth Center, Inc., the undersigned, on behalf of himself or herself, and guest (“responsible party”), heirs, and next of kin (hereinafter referred to as “the undersigned”) hereby acknowledges, agrees, and represents that he or she has read the following, and hereby agrees to abide by all COVID-19 protocols required by the Douglass Youth Center, Inc. The undersigned acknowledges that the novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including Texas.

Protocols.

Each LEASSE (“responsible party”) and their GUEST must wear a mask at all times during the use of the Douglass Youth Center. LEASSE (“Responsible Party”) and their GUEST agree to abide by social distancing guidelines of six (6) feet as recommended by the Center Disease Control and Prevention (CDC) at all times. (SAME FAMILIES are not required to socially distance from one another.) LEASSE and GUEST agree to sanitize their hands frequently.

LEASSE( “RESPONSIBLE PARTY”) agrees that the, GUEST are not allowed to appear in person if either:

1. Has returned from a highly impacted area subject to a CDC Level 3 Travel Health Notice within the previous 14 days (https://www.cdc.gov/coronavirus/2019-ncov/travelers/map-and-travel-notices.html);

2. Has been exposed to any person returning from areas subject to a CDC Level 3 Travel Health Notice within the previous 14 days;

3. Has been exposed to any person who has a suspected or confirmed case of COVID-19 within the previous 14 days;

4. Has been told to quarantine within the previous 14 days;

5. Are currently experiencing any symptoms of COVID-19, including, but not limited to: fever, cough, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea;

6. Has a suspected or diagnosed/confirmed case of COVID-19 within the previous 14 days.

Waiver and Release of Liability.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO LEASE THE MAIN AUDITORIUM, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH (“Responsible Party”), HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the Douglass Youth Center, Inc., its directors, officers, employees, volunteers and agents from all liability to the undersigned or contestant and all personal representatives, assigns, heirs, and next of kin to the undersigned of such contestant for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such contestant (or any person who may contract COVID-19, directly or indirectly, from the undersigned or contestant) whether caused by negligence, active of passive, of the Douglass Youth Center, Inc. or otherwise while the undersigned or such contestant are in, upon, or about the premises of the Douglass Youth Center, Inc.

The undersigned agrees and acknowledges that appearing at the Douglass Youth Center, Inc. facilities may involve inherent danger and risk, including, but not limited to, exposure to COVID-19. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participant due to negligence, active or passive, or otherwise while in, about or upon the premises of the Douglass Youth Center, Inc. The undersigned acknowledges that any illness or injuries that the undersigned or such contestant contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESNTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE DOUGLASS YOUTH CENTER, INC. IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT THE DOUGLASS YOUTH CENTER, INC. FACILITIES AND ANY ILLNESS, INJURY, OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD AND/OR LEGAL WARD AND I REPRESENT AND WARRANT TO DOUGLASS YOUTH CENTER, INC. THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR AND/OR LEGAL WARD.

***I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.***

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(Please print name legibly) Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Responsible Party) Date