

**STATE OF TEXAS  
COUNTY OF GAINES**

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**IN THE COMMISSIONERS COURT  
OF GAINES COUNTY, TEXAS**

KNOW ALL MEN BY THESE PRESENTS:

THAT THE COMMISSIONERS COURT OF GAINES COUNTY, TEXAS has UPDATED AND RE-ENACT the following BUILDING RENTAL POLICY, in Open Session of the Commissioners Court on the 18<sup>th</sup> day of December, 2024; to wit: \_\_\_\_\_

### **BUILDING RENTAL POLICY**

#### **BUILDINGS SUBJECT TO POLICY**

This Building Rental Policy shall apply to the following County-owned facilities:

- GAINES COUNTY CIVIC BUILDING in Seminole
- GAINES COUNTY PARK COMMUNITY CENTER

#### **ELIGIBILITY TO RENT**

1. Rentals may be made by private and/or public business entities, civic organizations, schools, governmental bodies, churches, non-profit organizations, and individuals 21 years of age and older. All renters must satisfy the qualifications set forth herein to be eligible to rent.
2. Gaines County residents and/or other entities may rent the following facilities subject to this policy. Commissioner Court approval, or designee, is required if not a resident of Gaines County.
  - a) Gaines County Civic Building
  - b) Gaines County Park Building(s)
3. No County facilities subject to this policy will be rented to any person or other entity who is delinquent in the payment of any funds to Gaines County or any of its offices or departments.
4. No person or entity who has violated any of the terms of this Policy on prior rentals will be allowed to rent County facilities subject to this policy, unless and until they have their rental privileges restored by the Commissioners Court.

#### **POLICIES ON RENTAL PERIODS**

1. Governmental bodies, schools, churches, and civic organizations may rent County facilities subject to this policy up to 13 months in advance. All other persons and entities may rent County facilities up to 12 months in advance.
2. Governmental bodies, schools, churches, and civic organizations may rent each County facility for a maximum of up to seven days per rental period and may rent each County facility for no more than a total of 21 days in a calendar year.

3. All other persons and entities may rent each County facility for a maximum of four days per rental period and may rent each County facility for no more than 16 days in a calendar year.
4. Generally recognized civic organizations operating in Gaines County for a lawful purpose may reserve county facilities for regularly scheduled meetings under the following rules and provisions:
  - a) The civic organization's meeting must be on a regularly scheduled basis; weekly, bi-weekly, semi-monthly, or monthly.
  - b) The civic organization must schedule building use with the County Judge's Office, specifying the times as well as the days or dates of meetings.
  - c) Civic organizations shall not be required to pay Rental fees for regularly scheduled meetings; however, deposits shall be made before meeting reservations are made.
  - d) If the County becomes entitled to money from an organization's funds on deposit, the organization's use of County facilities will be suspended until all damages are paid and the deposits replenished.
  - e) Civic organizations using County facilities for regularly scheduled meeting under this Section shall abide by all terms and provisions of the entire Building Rental Policy, except where the terms of this Section provide a variance from those terms and provisions.
5. Normal rental time for all County facilities begins at 10:00 AM and ends at 10:00 PM. This applies to all County facilities. This allows time custodial staff to have adequate time and ensure the facility is ready for use. Requests for an exception may be made on a case-by-case basis by the County Judge.

#### **POLICIES ON USE OF FACILITIES**

1. No person shall be allowed in any County facility outside the designated rental times. There shall be no overnight sleeping in any of the county facilities. This policy applies even if the facility is rented for multiple consecutive days. County facilities may not be rented by individuals for any purpose or event between 10:00 PM. and 10:00 AM. Early entry may be granted at the Judge's discretion.
2. No rentals shall be made for an event which is unlawful, illegal, or offensive to community norms of decency and tastefulness. All renters shall specify the nature and purpose of the event for which they are renting. Rentals by civic groups and other entities must be reasonably related to the function and purpose of the entity.
3. Use of a County facility by a Renter for any part of a calendar day shall be considered a full rental day. The Renter will be assessed rental fees for all days and parts of days that the Renter uses the facility. If a Renter's use of a facility goes beyond the specified rental term (either before or after the rental term), the Renter will be assessed rental for each additional day of use. Any additional fees shall be taken from the deposit and/or prepaid fees, if any, for any future rentals. The Renter must pay any balance still due for additional fees after the deposit and/or prepaid fees for future rentals is exhausted. Failure by a Renter to pay additional fees will result in suspension of the Renter's rental privilege for future rentals.

#### **FEE AND DEPOSIT SCHEDULE**

##### **INDIVIDUAL or NON-PROFIT RENTALS**

**Gaines County Civic Building and Barn**

1. Rental Fee: \$600.00 per day
2. Deposit \$2,000.00 (Barn & Civic)

**Gaines County Civic Building**

1. Rental Fee: \$300.00 per day
2. Deposit: \$1,000.00

**STAGE RENTAL (additional) - \$50.00**

**Gaines County Barn**

1. Rental Fee: \$300.00 per day
2. Deposit: \$1,000.00

**Gaines County Park Community Center**

1. Rental Fee: \$200.00 per day per side
2. Deposit: \$1,000.00 per side

**FOR PROFIT RENTALS**

**Gaines County Civic Building and Barn**

1. Rental Fee: \$1,200.00 per day
2. Deposit \$2,000.00

**Gaines County Civic Building**

1. Rental Fee: \$600.00 per day
2. Deposit: \$1,000.00

**STAGE RENTAL (additional) - \$50.00**

**Gaines County Barn**

1. Rental Fee: \$300.00 per day
2. Deposit: \$1,000.00

**Gaines County Park Community Center**

1. Rental Fee: \$300.00 per day per side
2. Deposit: \$1,000.00 per side

Fees and deposits may be made by cash, money order, cashier's check, or check. ALL DEPOSIT FEES ARE DUE WHEN RENTAL IS RESERVED / RENTAL FEES ARE DUE BEFORE KEY IS PICKED UP.

Charitable non-profit organizations, 501(c)(3), hosting community events, without an admission charge, may have the option to waive rental fees with Commissioner Court or designee approval.

This policy prescribes the general responsibilities for the use of the Gaines County buildings and associated sites. It is a general guideline and is not intended to address every issue that may arise from day to day. The County Judge or their assistant may regulate any situation not covered in this policy until the next Commissioner Court meeting. The County reserves the right to exclude from further use of County facilities any group, organization, club, entity or individual in violation of this policy or attempting to circumvent this policy.

## POLICIES ON DEPOSITS, REFUNDS AND CANCELLATIONS

1. If the building keys are not returned within one business day, following the rental period, the key will be considered lost which will result in a rekeying fee, \$25.00, which will be retained from the damage deposit. Any residual of the deposit will be held until the work to rekey the locks is completed.
2. The deposit is to ensure that County property is properly cared for by the Renter. Each County facility will be inventoried before and after each rental and assessed for damages (or loss) to the building and its contents, including all furniture, furnishings, and fixtures.
  - a) The Renter will be responsible for the costs of all damage discovered after that Renter's rental term, and possibly the costs of replacing any missing items. Costs to repair damage or to replace missing items shall be deducted from the deposit.
  - b) If the deposit is sufficient to pay damage and replacement costs, the remaining deposit will be refunded to the Renter. If the deposit is not sufficient to pay damage and replacement costs, the Renter shall/may remain liable for the additional costs. The County will pursue all legal means to collect damages and loss.
  - c) Any Renter who owes damage or replacement costs SHALL NOT be allowed to make further building rentals, and any rentals previously booked will be automatically canceled. Fees paid for previously booked rentals may also be forfeited to the County to cover damage or replacement costs and any remainder will be refunded to the Renter.
  - d) The deposit will also be forfeited in the event of any disturbance at the rented facility requiring a response by a law enforcement agency.
  - e) The Deposit will also be forfeited if the County reviews camera footage and Renters are not abiding by the "General Policies" set forth in these guidelines.
3. Renters may cancel their rentals at any time prior to the beginning of the rental period, and obtain a full refund of prepaid fees, if any, and deposits.

## GENERAL POLICIES:

1. ALL Gaines County facilities are tobacco-free. There shall be no smoking or vaping within 100 feet of any entrance.
2. No person will be allowed to consume, possess, or be under the influence of any alcoholic beverage or illegal substance on the premises of any County facility subject to this policy.
3. No organized dances of any nature and/or kind will be allowed on the premises of any County Facility subject to this policy.
4. No decorations shall be hung from the walls, ceilings, windows, or doors. No rice, confetti, bubbles, silly string, glitter, or birdseed shall be allowed inside the building.
5. No animals except for service animals will be allowed inside the building.
6. An individual may rent County facilities to perform fundraisers for various causes. The individual fundraiser will be charged the rental rate at the "FOR PROFIT RENTALS" rate as listed above, with the three-day minimum charge. There is an exception to this policy if the individual is sponsored by a

Gaines County church, a 501 (c)3, or other legal not-for-profit entity located in Gaines County. This sponsorship should be consistent with the purpose(s) of both the fundraiser and the sponsor. If the individual is properly sponsored the rental fee will be the same as “NON-PROFIT RENTALS” listed above.

7. The locations where renters may cook are restricted as follows:
  - a. Civic Building – cooking is only authorized in the kitchen and, in those cases when the barn is rented, in the barn. When cooking in the barn the renter must put down a tarp under their cooker(s) and be prepared to completely remove grease and residual cooking spillage thoroughly to get their deposit back. Absolutely no BBQ grill pits indoors (outdoors only).
  - b. Gaines County Park Community Center – cooking is only authorized in self-contained crock pot and/or roaster ovens in the kitchen. No frying will be allowed in the kitchen. No cooking is authorized under the covered patio area. Appliances that require electrical outlets should be spaced out to avoid breaker and/or electrical issues.
8. If an incident requiring a response by a law enforcement agency occurs at an event, the event will be closed immediately, and the premises vacated. All rental fees and deposits will be automatically forfeited, and the Renter will be disqualified from further rentals unless and until the Renter’s rental privileges are reinstated by the Commissioners Court. Failure or refusal to vacate the facility under these circumstances will be considered Criminal Trespassing and will subject the Renter and all attendees at the event to arrest and prosecution.
9. If any Deputy Sheriff or a Custodian of a building subject to this policy, observes a violation of any term of this policy, such Custodian or Deputy Sheriff is authorized to act as the County’s agent for the purposes of terminating the event in progress, and issuing written or verbal criminal trespass notices to the attendees of the event.
10. Renters will be required to have the rented premises cleaned up, including sweeping and mopping as required, and put into an orderly condition at the end of the rental period. Trash will be bagged and placed in outdoor trash bins. Violation of this provision will result in the forfeiture of all deposits, and the Renter will be disqualified from further rentals unless and until the Renter’s rental privileges are reinstated by the Commissioners Court.
11. A checklist of tasks that must be done at the end of the rental, appropriate to the facility rented, will be provided with the key. When the key is returned the checklist must be filled out and signed stating all tasks were completed. Failure to turn in the checklist will delay the return of the deposit while County custodial staff verify the cleaning of the facility.
12. If Renters desire and/or are required by County to provide security services for their event, they will be required to abide by the County’s regulations related to event security.
13. All Renters assume responsibility for all damages, accidents, injuries, and deaths suffered by any person that may occur on the premises during the rental period. All Renters will hold harmless and indemnify Gaines County from all liability for such damages, accidents, injuries, or deaths.
14. All Renters will be required to agree to all terms and conditions of this Policy at the time the rental is made, as evidenced by their signature on a copy of this Policy, to be witnessed and dated by a duly authorized representative of Gaines County.
15. The County Judge is authorized to determine whether an event would violate any of the provisions of this policy and is further authorized to deny rentals to any person or entity for non-compliance with the terms or provisions of this policy.

EFFECTIVE DATE

This Policy shall go into effect on the 18 day of December, 2024.

ENTERED AND APPROVED in open session of the Gaines County Commissioners Court on the 18th day of December, 2024.

  
Cindy Therwhanger, Gaines County Judge

  
Brian Rosson  
Commissioner Precinct 1

  
Josh Elder  
Commissioner Precinct 2

  
David Murphree  
Commissioner Precinct 3

  
Biz Houston  
Commissioner Precinct 4

  
Terri Berry, Gaines County Clerk