

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 10-21-2024
Meeting Date: 10-28-2024
Submitted By: Joy Adams
Department: Elections
Signature of Elected Official/Department Head:
Joy Adams

Court Decision: <small>This section to be completed by County Judge's Office</small>

10-28-2024

Description:

Consideration for the approval of the rental agreement for Pct. 10 Election Day Polling Location, Pioneers Old Settlers Reunion Facility.

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) Election Board

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

JCPSR EVENT SPACE RENTAL AGREEMENT, 111 Reunion Dr, Alvarado TX 76009
Mailing address: PO Box 217, Alvarado TX 76009
Ph # 817-980-0813

THIS AGREEMENT ("the Agreement"), made as of this May 22, 2024, by and between Johnson County Pioneers and Old Settlers Reunion Association, 111 Reunion Drive, Alvarado, TX 76009, (the Owner) and Johnson Co. Election Office (Phone) 817-556-6197 (Address) 103 S. Walnut St., Cleburne, TX 76031 (email) vote@johnsoncountytexas.org (the "Renter") collectively, the "Parties".

The parties agree as follows:

Space(s) Rental:

Owner hereby grants a limited and revocable license (the "License") to the Renter to use the following facility and/or grounds on the Event Date & during the hours specified under this agreement:

Pavilion	YES	Grounds	NO
Pioneer Room	YES		
Kitchen			
Tables #	<input checked="" type="checkbox"/> 7		
Chairs #	<input checked="" type="checkbox"/> 23		

Event:

The Renter shall hold the following Event: **2024 Elections Voting Location** (the "Event") on **November 5, 2024**. (Date), between 5:30 AM and 11:00 PM. Renter is authorized to use the agreed upon Space(s) to hold the Event. (Rental fee may be paid by mailing a check to the PO Box listed above or by bringing a check when you pick up the keys to the facility) Set up on November 4, 2024 if needed.

Fees:

Renter shall pay to Owner a total fee of \$100.00 (the " Fee"), for the use of the Space(s). Fees are determined according to the type of event and/or the number of guests attending.***See Right of Entry Clause**** Rental fee is separate from the deposit and is due when keys are received by the renter.

Fee Received: 11/25/24 (date)

Security Deposit:

Renter shall pay to Owner a security deposit of N/A (the "Deposit"), upon the execution of this Agreement. Deposit Received and will roll over at renter's request. (date) N/A Deposit will secure rental date and will be refunded after event upon satisfactory inspection for cleaning and/or damages.

Any deposit that will be returned to the Renter will be in the form of a check, which will be mailed to the address on this agreement. There will be no cash given back, regardless of form of payment received to Owner.

Disclaimers:

The Space(s) shall be provided by the Owner as-is and Owner make no warranty regarding the suitability of the Space for Renter's Event.

IMPORTANT: No tape of any kind shall be used on tables, chairs or any part of the facility. No string, ribbon, confetti or glitter shall be used on tables, chairs or any part of the facility. Toilet paper, paper towels, and hand soap will be provided initially by "owner". Any additional toilet paper, paper towels, and hand soap necessary will be provided and installed by "renter". 55 gallon trash bags will be provided by "renter" to replace any trash bags as trash as emptied by "renter".

Condition:

After the completion of the Event, the Renter shall leave the Space in the same or similar condition as received from Owner (refer to the Checklist).

Damages:

Beyond ordinary wear and tear, Renter shall be responsible for any damage caused by Renter's use of the Space. Renter shall arrange for the repair of any such damage. In the event the Renter does not make any necessary repairs, Owner shall arrange for the same at Renter's expense.

Cleanup:

Renter will be responsible for cleaning facilities as indicated by the attached checklist. *****Please review updated clean up list.**

Right of Entry

Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Owner's property, or injury to any person in or near the Space. Owner also has the right to enter in order to determine that the type of event and/or number of guests are in accordance with the agreement. *****Please note: if the type of event and/or number of guests is not in compliance with the agreement, the entire deposit will be retained by the Owner.**

Indemnification

Renter hereby indemnifies and holds harmless Owner from any damages, actions, suits, claims, or other costs, (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of the Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to, or near the space, regardless of the cause of such damage or injury.

Revocation

Owner shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that the Owner revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

Cancellation

Renter may cancel the Event by notifying Owner by providing notice thirty (30) days or more before the Event Date. In such an event, Owner shall refund the full amount of the Rental Fee. In the event the Event is cancelled within thirty (30) days of the Event Date, Owner shall have the right to retain the full Deposit.

Assignment:

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

Governing Law:

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Texas, without regard to conflicts of law principles.

****If the Event will have alcohol served, it is the Renter's responsibility to make sure that all rules, regulations, and laws applicable are followed. The Owner shall not be liable for any damages incurred involving alcohol served at the Event. Renter is responsible for contacting the Alvarado Police Department, or the Johnson County Sheriff's Department and adhering to rules set forth by them, as well as obtaining security through one of the aforementioned departments. Written proof that security is being provided will be provided to "owner" prior to event. In the event that it is discovered that security is not on premises during the "event", the "renter"**

will vacate the property immediately and security deposit will be forfeited in its entirety. **NO GLASS CONTAINERS ALLOWED ON PROPERTY.**

Entire Agreement:

This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

RENTER'S NAME: Johnson County Elections

Renter's Mailing Address: P.O. 895, Cleburne, Texas 76033

Renter's Phone Number 817-550-6197 #7

RENTER'S SIGNATURE 

OWNER (or REPRESENTATIVE) Jackie Stephenson 817-980-0813

IF RENTER BECOMES AWARE OF ANY DAMAGES OR NON WORKING EQUIPMENT, SUCH AS TABLES OR CHAIRS THAT ARE DAMAGED, OR NOT WORKING PROPERLY, THE RENTER SHALL NOTIFY THE OWNER PRIOR TO THE START OF THE EVENT. RENTER MAY BE HELD LIABLE FOR DAMAGES OR NON WORKING EQUIPMENT IF OWNER IS NOT NOTIFIED AS LISTED ABOVE.

JOHNSON COUNTY PIONEERS AND OLD SETTLERS REUNION FACILITY CLEAN-UP CHECKLIST (APPLICABLE ITEMS)

The janitor closet is located to the left of the Ladies' restroom. You will find brooms, mops, mop buckets and other cleaning supplies in the janitor closet. Please initial each task below when complete.

 Clean all tables that you use. Do not put tables back in the carrier. Place all tables side by side in one location close to the carrier so that they can be checked for cleanliness.

 All chairs need to be stacked neatly. (safety issue) The bottom of the chair seat should be facing up and the chairs should be nested neatly with the feet toward the cart handle. TAKE A SCREENSHOT OF THE PROPER WAY TO STACK CHAIRS BEFORE YOUR EVENT IF NEEDED

 Check floor & stage for trash & food. Sweep as necessary.

 Check floor & stage for spills that were not cleaned up. Mop as necessary.

 Do not drag trash bags across the floor. It leaves a trail of trash liquid. You must mop trash trails up if this happens.

_____ Replace all trash bags that you used.

_____ If your guests or their children use sidewalk type chalk in the building, it must be cleaned up.

_____ Ladies' restroom. Raise the toilet seat and clean if necessary as well as use the toilet brush if the inside of the toilet is soiled. Check the rim of the toilet also. Check and empty the small trash cans if needed. Simply remove the plastic bag along with its contents. The owner will replace the small trash bags. Make sure that sinks are clean. Empty trash can.

_____ Men's restroom. Raise the toilet seat and clean if necessary as well as use the toilet brush if the inside of the toilet is soiled. Check the rim of the toilet also. Clean if necessary. Check the urinals and clean as needed. If there is no urinal mat, you will need to clean the floor in front of the urinals as well as clean any urine from the urinals. Make sure that sinks are clean. Empty trash can.

_____ All trash must be taken to dumpster.

_____ Check parking lot for trash & place in dumpster.

_____ Check for cigarette butts. You might want to remind your guests that there are two cigarette butt receptacles located outside of each door.

All cleaning supplies needed are located in the janitorial closet located to the left of the Ladies' restroom.

Feel free to get volunteers from your group to assist you with clean up. Ultimately, the renter is responsible to make sure the list above is complete.

Make sure the Pioneer Room is locked, all air conditioners, heaters, & fans are off. Turn off all lights including the entry light. Lock the entry doors. Put keys in the drop box. Close gate.

JOHNSON COUNTY



PATTY BOURGEOIS
ELECTIONS ADMINISTRATOR

JOHNSON COUNTY ELECTIONS

JOY ADAMS
ASSISTANT ELECTIONS ADMINISTRATOR

Date: May 22, 2024

Re: November 5, 2024
General Election
Precinct # 24

Pioneers & Old Settlers Reunion Facility
111 Reunion Dr.
Alvarado, TX 76009

To Whom It May Concern:

I am writing this letter to request the use of your facility for the November 5, 2024 Election. The hours will be from 7:00 am to 7:00 pm on Tuesday. The Election Judge will be calling your contact person before Election Day.

You may fax your response to (817) 556-6048; email vote@johnsoncountytexas.org or return by mail, also please retain the copy for your records. I have provided a return envelope for your convenience. If there will be a charge for the use of the facility, please email or fax to the Elections office for any rental cost to be paid in a timely manner.

PLEASE RESPOND WITHIN 5 DAYS as this list of polling places must be presented to the Johnson County Commissioner's Court.

- A). agree to use the facility Nov. 5, 2024 (yes) (no) _____
B). cost for the use of facility (yes) (\$100-) (no) _____
C). phone # 817-980-0813
D). after hours Emergency Contact Number & Name (Print) Jackie Stephenson (above)
E). email relyonsps@gmail.com
F). contact person (Print) Jackie Stephenson 817-980-0813
G). Signature Nancy Owen
H). Special Instruction for your facility contact Jackie for keys + entry

Let me take this opportunity to say thank you for working with Johnson County to make this a successful election.

Sincerely,

Patty Bourgeois
Patty Bourgeois
Johnson County-Elections Administrator