

BOVINA XIT RECREATIONAL CENTER

MEMBERSHIP AGREEMENT

Information of the Person Applying:

Name: _____

Mailing and Physical Address: _____

Phone Number: _____



Fees:

Membership Fee \$50.00 every 6 months
More than 3 Family Members maximum due for Household is \$ 150.00
(No Charge for Additional Memberships if the Family has spent over \$150.00 in Membership Fees.)
Card Purchase \$10.00
Replacement Card \$10.00
Daily Fee \$ 1.00
Children under the age of 4 have Free Admission

Membership Card allow access to:

- Colts room (kids room)
- Mustang room (teen room)
- L/L Grissom loft
- Corral (gym)

Membership Card does not allow access to:

- Kitchen
- Workout Room

Additional Terms and Conditions

All participants must scan their Membership card before entering the facility. The membership card also allows the Patron access to the entire building. However, if the Patron allows anyone to use their membership card or allows them to follow them in, the Patron will be subject to prosecution of theft of service and will have their membership revoked.

The following items are not allowed:

1. No smoking
2. No alcoholic beverages: Use of alcoholic beverages will result in immediate termination of event and forfeiture of deposit and fees, as well as criminal charges.
3. No illegal substances
4. No bottles or glass containers of any kind
5. No open flames such as candles or burners
6. Do not attach anything to the walls or ceiling
7. No use of glitter or confetti of any kind

Inappropriate Behavior and Conduct:

1st incident result in 30 day suspension from the facility plus payment of repair or replacement costs for any damaged items
2nd incident result in 60 day suspension from the facility, meeting with the Center Review

3rd incident Committee, plus payment of repair or replacement costs for any damaged items result in life time suspension from the facility plus payment of repair or replacement costs for any damaged items

The use of illegal substances or alcohol in the facility will result in a lifetime suspension from the facility.

Policies/Code of Conduct/ Multi-Use

- Multi-use: The Center is a public facility, with simultaneous users. Members should assume there is a group before and after them, and concurrent events. Members are required to ensure that attendees minimize noise, remain in the rooms rented, clean up space after use, and are courteous to other members.
- Children: Children under the age of 11 must be accompanied by a guardian or family member over the age of 18 and remain supervised at all times in the rented and un-rented rooms throughout the event.
- Storage: No furniture in any of the rooms is to be removed from the facility.
- Noise: Do not leave doors open during loud events.
- Clean up and Damage: Clean the facility and grounds at the end of each visit. This includes: sweeping and wet moping all floors, cleaning all walls, tables, chairs and appliances; clearing the tables of all disposable contents and cleaning all spills. Remove all trash and litter from inside room and place the trash or litter into the appropriate trash receptacles. Incidental damage to the center, parking lot, grounds, and/or equipment may result in additional monies to be paid to the City of Bovina to cover the cost of repairs. User will be held responsible for payment of any and all damages to the building, furnishings, fixtures and/or equipment.
- Basketball goals: There will be NO SLAM DUNKING on the basketball goals/ equipment. If so the patron will be subject to penalties.
- The Bovina XIT Recreational Center assumes no liability for loss, theft, property damage or personal injury related to the use of the center's property by user.

The Bovina XIT Recreational Center has the right to refuse service to anyone with previous altercations.

Indemnification Agreement:

In return for use of facilities, the Patron agrees to indemnify, hold harmless and defend the City of Bovina, its officers, agents, and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to person (including death), property damage (including loss of use), and expenses (including court cost, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from any liability, arising out of or resulting from intentional acts or negligence of the City, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of the Patron, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees and other persons. It is the express intention of the parties hereto, both the City and the Patron, that the indemnity provided for in this agreement indemnifies and protects the City from the consequences of the City's own negligence.

Total Amount Owed:

Membership Fee: _____
Card Fee: _____

Total Amount Paid: _____

Application approved: Yes No

I understand the above rules, regulations, and indemnification agreement and agree to abide them, and understand that if I do not abide by the above my right to use the facility can be revoked.

Applicant Signature _____ Date _____

Authorized City Employee _____ Date _____
