## **<u>CITY OF BEEVILLE'S EVENT CENTER</u>** Applicable Rules & Regulations

The City of Beeville is pleased to make the Beeville Event Center available to the public for special events such as wedding receptions, anniversary parties, class and family reunions, baby and bridal showers, trade shows, business seminars, banquets, meetings, birthday parties, and quinceñeras, etc. The following rules and regulations have been adopted to facilitate its use, and insure that the Center is properly used and maintained for the benefit of all users. Thank you for choosing the Beeville Event Center for your function.

1. <u>RESERVATIONS</u>: All reservations must be made by applying at the City of Beeville, 400 N. Washington Street, Beeville, Texas 78102. The availability of reservation dates can be confirmed by calling (361)358-4641. Reservations will be taken on a first-come, first served basis in accordance with the guidelines and policies of the City. It is the policy of the City to make the Event Center available for rental use, as set forth in this document; to as broad a spectrum of groups and individuals as is feasible. The City reserves the right to adopt rules and fee schedules that promote this policy.

Reservations are available seven days a week, from 10:00 A.M. until Midnight. No activities can continue later than Midnight. The renter, their guests and any contractors must complete their post-event cleanup and vacate the premises no later than 12:30 AM.

Events scheduled over the weekend still have to comply with the post-event cleanup rule. Weekend renters CAN NOT leave their personal items/decorations overnight for cleanup the next morning. The reservation begins at 10:00 am and ends at midnight with the KEY due back on Monday morning. Failure to comply with this rule will result in forfeiture of your entire deposit. Failure to return the key in a timely manner will result in a \$25 deduction from your deposit.

Reservation deposits as shown on the attached Fee Schedule must be paid by check or cash in order to schedule a reservation. The balance of any and all other rental fees must be paid in full no less than four (4) calendar weeks prior to the reservation date, otherwise the reservation will be considered canceled and the reservation deposit is forfeited.

The purpose of this paragraph is to allow organizations that can produce an IRS Determination letter stating the organization has exempt status under Section 501(a) of Internal Revenue Code will be eligible for a reduction of the rent for whichever room they want or the entire building. There shall be no reduction in the Reservations Deposit (both categories), Custodial Fee and Special Set-Up Assistance. The 50% reduction will be in effect from Monday through Friday.

2. <u>Pre-Event, Post Event Set-Up and Decorating.</u> Renters are allowed time for "Pre-Event and Post Event Set-Up and Decorating" prior to their scheduled reservation at no additional charge provided that it does not conflict with another renter's use of the Center.

The Beeville Event Center cannot be used as storage for your scheduled event decors/catering items. Failure to comply with this rule will result in additional rental fees and automatic forfeiture of your entire deposit.

- 3. <u>ROOM 101 PARTITION</u>: The dividing partition for Room 101 will be opened or closed by the City prior to any event depending on the space reserved. The renter shall not attempt to adjust, open, or close the partition during their event.
- 4. <u>COMPLIANCE WITH APPLICABLE LAWS</u>: The person making the reservation is required to be present at the Event Center, during the entire course of the rental period. Under SPECIAL CIRCUMSTANCES, and with prior notice to City, the caterer, decorator or designated proxies may serve as the contact person during any portion of the rental. Renters using the Event Center must comply with all Federal, State and Local laws. Furthermore, the renter assumes full responsibility and liability for the acts and omissions of his/her invitees, licensees, guests, relatives, friends and their respective invitees and licensees, that may result in a violation of any terms and conditions set forth in this agreement.
- 5. <u>DEPOSITS</u>: Deposits are required to reserve the Center as provided on the Fee Schedule. If alcoholic beverages are to be served/ consumed, deposits are adjusted accordingly. Deposits are FULLY REFUNDABLE, provided no damages to the facility or equipment are incurred. Pre-event and post-event walk through inspections of the rented area will be conducted by the City. Renters are welcome to be present.

**ANY MISSING** Event Center items provided for your use by the Center will result in the automatic forfeiture of your entire deposit.

- 6. <u>DEPOSIT REFUNDS</u>: All refunds will be mailed to the renter within 30 business days after the event. Please note that any additional "day-of-event" charges may be deducted from your DEPOSIT. *Failure to return keys will result in the forfeiture of any deposit refund.*
- 7. <u>RENTAL FEES</u>: Please reference the attached Fee Schedule.
- 8. <u>JANITORIAL SERVICES</u>: The City requires that the renter pay for the Janitorial Services associated with the rental. This insures that the facility is cleaned to the standards established by the Parks and Recreation Department. The only clean-up responsibility the renter has is to remove any and all materials, trash from all receptacles, supplies, signage and decorations they brought into the facility for their function. *Please note that any items left in the facility upon the departure of the renter will be disposed of. The City does not provide pre or post event storage*.

 <u>KITCHEN FACILITIES</u>: The Event Center has a Kitchen facility designed to warm and serve pre-prepared foods which may be used by the rental customer and/or their caterer. Amended & Approved 11/15/2017
Section 3 part 2 has been moved to Section 12 on 3/9/18 Use of the Kitchen is included in the rental fee for Rooms 101, 101A, and 101B. The Kitchen is not a commercial type Kitchen designed to cook food. The renter is responsible for providing any and all serving utensils including pots, pans, etc.

- 10. <u>CHANGING TABLE</u>: a baby changing table is provided and located in the women's restroom by the west side entrance.
- 11. <u>SECURITY</u>: The City requires that a minimum of two licensed Police Officer be on the premises during all events that serve alcoholic beverages. The City reserves the right to increase the number of required officers depending on the type of function and estimated attendance. *WRITTEN confirmation of security officer assignment to the event must be presented to City before release of facility keys to renter. Hired Security must be obtained by contacting the City Police Department ONLY.*
- 12. <u>ALCOHOLIC BEVERAGES</u>: During the course of an event where alcohol is served, the City reserves the right to limit the number of invitees or to close down the event early if the City determines it to be in the best interest of public safety and necessity. Alcoholic Beverages may be consumed on the premises only, and open containers, cups, glasses, etc. containing alcoholic beverages may not be taken from the premises. Please note that in the event that your function is closed down early, there will be no refund of any fees and charges. (NO GLASS CONTAINERS ARE ALLOWED IN FACILITY.)

Beeville's Event Center regulations prohibit the use of glass soft drink and beer bottles in the Center. The vast majority of renters cooperate, and the City and other users appreciate it very much. Please be reminded that use of glass soft drink and beer bottles in the Center may result in loss of your entire deposit. Thank you for your cooperation and assistance.

If you select NO alcohol will be served on the reservation form and alcohol is brought in with or without your knowledge, this is cause for an automatic forfeiture of your entire deposit.

The sale of alcohol at the Beeville Event Center must be disclosed and approved prior to any event through the City of Beeville City Manager and through the Texas Alcoholic Beverage Commission. The request should be made with the City of Beeville a minimum of 3 weeks in advance to allow time to be placed on City Council Agenda for approval. All City Ordinances and Texas Alcoholic Beverage Commission laws should be adhered to.

- 13. <u>SMOKING</u>: The Beeville Event Center is a "Smoke Free Facility". Smoking is prohibited inside the entire complex. Please instruct your smoking guests to use the outdoor courtyard area, where smoking is permitted.
- 14. <u>YOUTH GROUP RESTRICTIONS</u>: Groups that are comprised of youth seventeen years of age and younger are required to have one adult chaperone for each twenty youth in attendance. The adult chaperones must be present at all times. Failure to provide sufficient adult chaperones can result in the event being terminated early.

- 15. <u>DECORATIONS</u>: Special tack strips are provided on the walls and columns of Room 101 to hang and/or tack decorations, signs or posters. **Decorations, etc. shall NOT be taped or tacked to any walls, ceilings, or furniture inside the Center**. Decorations may be taped to a table cover placed over tables. Use of dance wax, bird seed, rice, confetti, glitter or similar items is expressly prohibited from being used in the Event Center. Failure to comply with this policy will result in the forfeiture of your deposit.
- 16. <u>TABLE COVERINGS</u>: Table coverings must be used on all tables where food and beverages will be served/ consumed. Decorations may be taped to the table cover, but not to the tables.
- 17. **OPEN FLAMES**: Absolutely **NO** open flames, flame producing devices or any inflammable/combustible materials are allowed inside the Event Center. This includes but is not limited to the following: candles, torches, incense burners and charcoal grills. Failure to comply with this policy will result in forfeiture of your entire deposit.
- 18. <u>CATERING</u>: The City strongly encourages any renter using a caterer, to have their caterer schedule a site visit in advance of the rental function. Parks and Recreation Department staff will give them a tour of the kitchen facilities, and equipment available to caterers.
- 19. <u>CANCELLATIONS</u>: All cancellation requests must be made in writing or in person by the Renter at the City Manager's Office in City Hall. CANCELLATIONS WILL NOT BE ACCEPTED BY PHONE. Timely cancellations submitted no less than four (4) calendar weeks prior to the reservation date are eligible for a full refund of the deposit and any other fees already paid. Cancellations submitted with less than four (4) calendar weeks notice will result in forfeiture of the reservation deposit, except that unforeseen circumstances such as the death of a renter or immediate family member may be considered by the City Manager.
- 20. <u>PERSONAL LOSSES AND DAMAGES ARISING AT RENTAL FUNCTION</u>: The City of Beeville is NOT responsible for lost, damaged or misplaced property placed in or on its facilities or grounds. Furthermore the City of Beeville is released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use or occupancy of the Event Center and its grounds.
- 21. <u>OBJECTIONAL CONDUCT</u>: Any person at the Center including the exterior premises whose conduct is disorderly or disruptive in any of the following respects may be ejected from the premises by any peace officer, authorized City representative, or private security officer.
  - Intoxication
  - Use of abusive, indecent, profane or vulgar language
  - Making offensive gestures or displays
  - Abusing or threatening anyone in an offensive manner
  - Making unreasonably loud noise
  - Vandalism

Amended & Approved 11/15/2017 Section 3 part 2 has been moved to Section 12 on 3/9/18 The Permittee (Renter) for the event at which any such ejection occurs holds harmless, indemnifies and defends the City, its officers, agents and employees against any claim related to such ejection.

- 22. <u>ANIMALS PROHIBITED</u>: Animals are not allowed inside the Center except for the following:
  - Seeing eye dogs to aid the visually handicapped persons; and,
  - Animals that are participating in an event such as a "dog and kennel show" which has been authorized by the City.
- 23. <u>INDEMNIFICATION</u>: The Renter agrees to indemnify and hold harmless the City of Beeville, its officers, agents and employees from any and all actions, claims, costs, damages and expenses, including but not limited to attorney's fees and court costs, arising out of the use of the Event Center by the renter. Furthermore, such indemnification shall apply with respect to all acts of omissions of the renter, renter's invitees, licensees, relatives, friends, and their respective invitees or licensees associated with the rental use of the Event Center.

I the undersigned have read and understand the above rules and regulations which pertain to the rental of the Beeville Event Center.

Signature of Renter

Date