

**CALDWELL CIVIC/VISITORS CENTER
103 Presidential Corridor Hwy 21 West
Caldwell, TX 77836**

RULES – REGULATIONS – PROCEDURES

Contact Person for reservations or problems:

Jacque Bray 979-567-6854
Rosa Figueroa 979-567-6854 or email at: civiccenter@caldwelltx.gov

PROCEDURES FOR USE:

1. Contact one of the persons above to receive an application by mail, fax or stop by the center and fill out an application.
2. You must be at least 21 years old to rent the facility.
3. All payments may be made by Cash, Check or Money Order. Deposit and rental fee must be paid separately.
4. Deposit and Fees are set based on the area used, equipment and personnel needed and time of use. Any event lasting over (8) hours will be assessed an additional charge based on an hourly rate. A list of fees is attached. An extra clean-up charge may be assessed at management's discretion for functions requiring abnormal custodial services. The City reserves the right to waive fees for legitimate non-profit or charitable organization causes.
5. Reservations are not confirmed until the deposit is received, which should be paid within 48 hours from the time the request is approved. The rental fee must be paid 10 days prior to the date of the event. These arrangements are to be made Monday through Saturday, 10:00 A.M. to 7:00 P.M. Sunday from 1:00P.M.-6:00P.M.
6. Refunds: Long Term Reservations (over 30 days) – 50% refund if cancelled before 30 days prior to date of event. Short Term Reservations – No Refund.
7. The City reserves the right to cancel any event in which false information was given. The City also reserves the right to deny an application if the event is felt to be detrimental to the operation of the Center.
8. Clean Up: All personal property must be removed and all cleaning (inside and out) should be done the day of the function. The function must be over by 12:00 A.M., but you may clean up afterward. All trash must be placed into liners and placed in the outside trash bin.
9. Day Rates shall refer the hours between 8:00 A.M. and 7:00 P.M.. Night Rates refer to hours between 7:00 P.M. and 12:00 A.M.. All activities must conclude no later than 12:00 A.M.. In the event an activity starts during the day but concludes at night, the night rate will apply.

10. Move-in decorating and rehearsal time shall be \$100.00 per day if done on days other than actual event, if available.
11. The damage/security deposit shall be used by the facility to repair, replace or pay for any property of the Center, which is damaged or destroyed by Lessee or any participants at the event sponsored by the Lessee. The unused portion of such deposit will be refunded to the Lessee. However, the deposit may be held at the discretion of Civic Center management for any period of time necessary to determine the full extent of the damages and to make all repairs and/or secure replacement. The full damage/ security deposit or any portion thereof, may be retained to cover any excessive or unusual cleanup resulting from use of the Center by lessee.
12. Tables, chairs, sound/lighting equipment, normal custodial cleanup, heating or cooling will be provided with rental of the facility. Cost of additional and/or services required by Lessee shall be borne wholly by Lessee.
13. For events where tickets for attendance are sold as a profit-making venture, 10% of ticket sales will be remitted to the Civic Center. This requirement may be waived for non-profit events. Lessee must provide ticket takers.
14. Regular Civic Center usage hours are 8:00 A.M. to 12:00 A.M. All decorating must be done within these hours unless other arrangements have been made 48 hours prior to the event.
15. Dishes – The Civic Center has available dishes, flatware (knives, forks & spoons) for formal meals. If you elect to use them, the Center will make them available and handle all set-ups for \$4.50 per place setting.
16. Sound and Light Technician - When using the Special Events Room and Stage, a sound/light technician is required.
17. Security - \$30.00 per hour / per officer. Civic Center Security Personnel will be used for security. Security Personnel are required to be on duty 30 minutes prior to the event and are required to remain 30 minutes after the event is over. A minimum of (3) hours will be charged for security. (See the attached Security Policy)
18. Lattice - There will be (5) pairs of lattice available, if you wish to use. Lattice is 4'x8'and is framed and hinged so that it stands freely. Lessee may not use nails, staples etc. to adhere things to the lattice. All decorations must be removed from lattice before returning to storage.
20. Lessor assumes no responsibility whatsoever for any property placed in or on said premises, and said Lessor is hereby released and discharged from any and all liabilities for any loss, injury, or damage to person or property that may be sustained by reason of the occupancy of said premises under this agreement and all watchmen or other protective service desired by the Lessee must be arranged for by special agreement with the management of the Civic Center.
21. In case the premises covered by this agreement, or the building of which such premises are a part be destroyed by fire or any other cause, or if any other casualty or unforeseen occurrence or other causes herein specified shall

render the fulfillment of this contract by Lessor impossible, then the term of this contract shall end and Lessee shall be liable to pay for only up to the time of such termination and Lessee hereby waives and releases any claim for damages or compensation due to such termination.

22. Lessor shall not be liable or responsible for and Lessee shall save and hold harmless Lessor from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property arising out of or attributed directly or indirectly, to the operations of Lessees hereunder, Lessee shall likewise indemnify Lessor for any or all injury or damage to property belonging to Lessor, arising out of or in connection with or resulting from any and all acts or omissions of Lessee hereunder.
23. The Civic Center Management or its representatives shall have the sole rights to collect and have the custody of articles left on the premises herein above described by persons attending any performance, exhibition, or entertainment given or held on the premises, and the Lessee or any persons in the Lessee's employ shall not collect nor interfere with the collection or custody of such articles.
24. Lessee agrees to pay (10%) attorney's fees on any amount payable by it under any part of this entire agreement, which may be collected by suit.
25. If the Lessee, being entitled to possession hereunder, shall fail for any reason to take possession of or use the premises, without written consent of Lessor, no rent refund shall be made and any payment made to Lessor shall be taken by Lessor and the full rent called for by this agreement, including any disbursements or expenses incurred by Lessor in connection therewith, shall be payable by Lessee to the Lessor.
26. Lessor reserves the right after the termination of the time for which the said premises are rented by this agreement to remove from the building all effects remaining therein and to store the same wherever it sees fit in its name, or at its option in the name of the Lessee, but at the cost, expense and sole risk of the Lessee, and the Lessor shall not be liable in any way to Lessee by reason of removing and storing any such effects. Deliveries on behalf of the Lessee will be accepted at the Lessee's risk and the Lessor in no way shall assume any responsibility whatsoever for such effects.
27. Lessee shall file with the Civic Center Management, at least ten days prior to holding the performance or attraction authorized herein, a full and detailed outline of all facilities required, stage requirement, the corridor, public address system, spotlight requirement, estimated attendance and the chair and table set-up and such other information as may be required by the Civic Center Management.

RULES AND REGULATIONS

Park in designated areas only, the front is for loading and unloading only.

1. **No Smoking or use of tobacco products allowed in the Building.**
2. **Law prohibits possession of Firearms and other Dangerous Weapons on any City property whether carried openly or concealed on your person or in your vehicle. You may be fined or imprisoned or both.**
3. **Do not block fire exits.**
4. **No equipment from the Center may be rented, loaned, or removed.**
5. **When the application is filled out, it is the responsibility of the applicant to notify the City of any additional furniture, fixtures or equipment they will be using at the event and receive approval from the City Administrator or his designee. (snow cone and drink dispensers etc.)**
6. **Decorating – No nails, thumbtacks, adhesives or attachments of any kind allowed in walls, woodwork, ceilings, doors, windows or room dividers. Absolutely no glitter or confetti is allowed.**
7. **Caterers shall be allowed to furnish such items that are necessary for catering the function.**
8. **The City is not responsible for any property losses or personal injuries suffered by Lessee, Lessee's agents, guests or invitees that occur at the Center. Also lessee (person signing the rental contract) will be responsible for any losses and all accidents, injury or damages occurring at the Center or in route to and/ or from the Center.**
9. **Only authorized City trained personnel will be allowed to operate sound, lighting or projection equipment.**
10. **Any changing of the thermostat settings or lighting levels during the function is to be done by City personnel only.**
11. **Forfeiture of Deposit will result if: 1) Building is left unsecured (unlocked); 2) Use of any Tobacco products in Building; 3) Setting off fire alarms (which is illegal and may result in criminal charges being filed); 4) Music too loud and not corrected when notified; 5) Damage to any of the walls, floors, kitchen, acoustic panels, tables, doors, ceilings, windows, and/or chairs; 6) excessive trash left in building.**
12. **The City shall determine when Security is required for an event or function. Arrangements for security personnel shall be made through the Civic Center Management only but will be paid by the Lessee at the prevailing rate. (see attached fee schedule). Should the Lessee not accept this expense the reservation will be canceled.**
13. **No illegal activity shall be conducted on the Civic Center premises.**

14. Security personnel will be acting as agents of the Civic Center Management and will have the power to enforce all rules, regulations and policies set forth as stated in the terms of this lease to maintain order and enforce all laws.
15. Lessee shall comply with all Civic Center, State, and City laws and regulations concerning alcoholic beverages.
16. Lessee's ticket takers and Center's security personnel will enforce the Civic Center's food, drink and tobacco restrictions.
17. Neither the halls nor ramps of said building or premises, nor the sidewalks entrances or lobby thereof shall be obstructed by Lessee nor used for any other purpose than ingress or egress, and Lessee will not permit any chairs or moveable seats to be or remain in the passageways, and will keep such passageways clear at all times.
18. Lessee shall not assign this lease, nor suffer any use of said premises other than herein specified, nor sublet the said premises of any part thereof, without the written consent of the Lessor.
19. Lessee hereby agrees that no performance, exhibition or entertainment shall be given or held on the premises herein described which is illegal, indecent, obscene, immoral and should any such exhibition or performance or any part thereof be deemed by the management of the Civic Center to be illegal, or indecent, obscene, lewd, immoral or in any manner offensive to persons of ordinary sensibilities then the said Civic Center Management, on the part of the Lessor, shall have the right to demand of the Lessee that they immediately delete such portions of the production which have received such criticism, or rewrite, or have changed the said attractions so that it will not be publicly offensive and the Lessee agrees immediately upon receipt of such notice to make such changes.
20. Lessee shall not broadcast or televise any event or portion of an event without first securing the written consent of the Lessor. In the event the requisite consent is given, installation and removal of all equipment shall be at the expense of the Lessee and subject to supervision of Lessor.
21. Lessee shall not bring or permit anyone to bring in to said building or premises or keep therein anything that will increase the fire hazard or the rate of insurance on the building or any property herein. Lessee shall not bring or permit any person to bring into said building or premises any animal, or any other property of any kind, without the consent of the Civic Center Management and shall not place or put up any decorations without the consent of the Civic Center Management. Lessor reserves the right at any time to require Lessee to remove from the premises any animal, furniture, fixtures, wiring, exhibits or other things placed therein without consent of Lessor.
22. Assessing a fee for parking at the Civic Center Complex in conjunction with events is not permitted. Usage of the parking lot by patrons of events for the purpose of parking shall be free at all times.

- 23. The Lessee is responsible for the following clean up procedures. Failure to comply with requirements will result in an additional charge for clean up.**
- A. All tables and chairs must be cleaned off.**
 - B. All trash put in dumpsters. (Dumpsters are located outside kitchen/multipurpose area)**
 - C. Dishes will be scraped clean and put on dollies and rolled into in the kitchen.**
 - D. Sinks must be cleaned and scoured out.**
 - E. Wipe down all counters and work surfaces.**
 - F. Lessee must remove all decorations and props used by Lessee.**
 - G. No pets allowed unless it is for a specific pet show, which has been approved by the City.**
- 24. All minor children must be supervised at all times by the parent or responsible adult. Misbehavior that is called to the attention of the adult responsible for their actions by a city employee and not corrected may result in being asked to leave the premises.**
- 25. The Lessee is responsible for the behavior of all people attending their event.**

CITY OF CALDWELL
CIVIC/VISITOR CENTER
APPLICATION

1. Name of person, club or organization: _____
2. Type of event to be held: _____
3. Area or Areas needed for the event: _____
4. Date(s) of event: _____
5. Time of event: From _____ To _____
6. Name of person responsible for event: _____
7. Current address of responsible person: _____

8. Home/Business/Cell phone number of responsible person:

9. Email address if available: _____
10. Date of application: _____

I have read and understand the Procedures, Rules and Regulations and agree that I am responsible to follow all of them.

Signature: _____

For City Office use only

Deposit Paid _____ Amount _____

Rental Fee Paid _____ Amount _____

Signature of City Employee: _____

Date: _____

Civic Center Rates

Deposits: Individual Rooms: \$50.00
Special & Entire Facility: \$250.00

Deposit is a separate fee, will not be applied toward the rental cost of the facility

<u>Individual Rooms:</u>	<u>Standard Rate</u>	<u>**Non-Standard Rate</u>
Rooms A, B, C	\$50.00	\$25.00
Rooms D, E, F	\$80.00	\$40.00

Any event exceeding 7pm a \$15.00/hour charge will apply.

<u>Special Event Room:</u>	<u>Standard Rate</u>	<u>**Non-Standard Rate</u>
Day Rate (8am-7pm)	\$500.00	\$250.00
Night Rate (8am-Midnight)	\$550.00	\$300.00

<u>Entire Facility:</u>	<u>Standard Rate</u>	<u>**Non-Standard Rate</u>
Day Rate (8am-7pm)	\$800.00	\$400.00
Night Rate (8am-Midnight)	\$850.00	\$450.00

****Non-Standard Individual Hours up to 5 hours: \$20.00/hour**
Anything exceeding 5 hours the Non-Standard rate will apply.

Stage Removal Fee: \$100.00

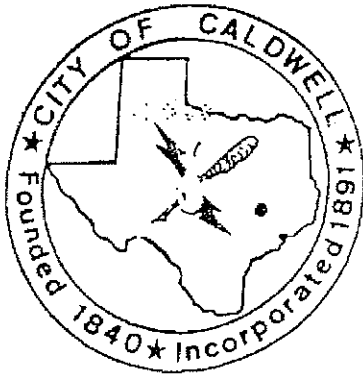
Dishware/Place Setting: ^{4.50}
~~\$2.00~~/place setting

Security Officer: \$30.00/hour – Minimum of 3 hours

Turn Around Fee: \$250.00

10% charge at the door for ticket sales for a profit-making venture will remain in effect.

****A copy of your 501(c) is required for Non-Standard rates to apply.**



CITY OF CALDWELL

107 S. Hill St., Caldwell, Texas 77836 (979) 567-3271

CALDWELL CIVIC/VISITOR CENTER

ALCOHOL REQUEST AGREEMENT

I _____, agree that by requesting to have alcohol present at my function to be held in the Caldwell Civic/Visitor Center on (date) _____ to be totally responsible for, including but not limited to, incidents, accidents or other occurrences resulting from the use of alcohol and to hold the City of Caldwell *harmless* should anything occur during the function or to and from the function.

I likewise agree to contact the Texas Alcoholic Beverage Commission at 260-8222 and obtain instructions on permit requirements for my function. I will then contact Melissa Luttrell or Don Chamberlain or William L. Broaddus at 567-3271 to advise that I have received my instructions from the Texas Alcoholic Beverage Commission and allow them the opportunity and time to follow up to be aware of permit requirements.

Signed: _____

Date: _____

Witness: _____

Date: _____

SECURITY POLICY

Lessee agrees to have on hand at all time sufficient Security Personnel as shall in the opinion of the Lessor (Civic Center Management), be required to maintain law and order and protect persons and property. Arrangements for security personnel shall be made through the Civic Center Management only but, will be paid by the Lessee at the prevailing wage. A separate check shall be made to the City of Caldwell for these wages. Should Lessee not accept this expense the reservation will be cancelled.

The Security requirements for each event will be determined by the Lessor, based upon need, including but not limited to the serving of alcohol, length of activity scheduled, nature of the activity, number of participants, and areas utilized. No longneck beer bottles, only kegs, cans, wine and liquor bottles!

Security Personnel will always be required any time alcohol is served. Depending on the nature of the group and the activity, additional security will be required as set forth above. Absolutely no alcohol is permitted outside the facility.

The Civic Center Management shall use the table below as a general guideline for the MINIMAL deployment of security staff.

Number of People	Number of Officers Required
1 – 200	1
200 – over	2

The Security Personnel, acting as agents of the Civic Center Management have the power to enforce all rules, regulations and policies set forth and stated in the Terms of Lease as well as any and all other verbiage set down in this document.

The Security Personnel, acting as agents of the Civic Center Management, have the authority to remove in a lawful manner any person who in their opinion are endangering the lives of the attendees of events, the safety and sanctity of the facility, or the life of the person causing an infraction in the laws, rules regulations and policies set down in this document.

The Security Personnel, acting as agents of the Civic Center Management, have the power to instruct, govern and protect, regardless of age, any and all persons in attendance of events, for their own personal safety as well as the sanctity and liability of the Civic Center facility.

I HAVE READ UNDERSTAND AND AGREE TO ABIDE BY THE CIVIC CENTER SECURITY POLICY.

LESSEE

DATE

