



ROSENBERG CIVIC CENTER Rental and Facility Use Policies

We strive to provide first class service to all of our users at the Rosenberg Civic Center "RCC", and to do so, there are a few rules that must be followed to ensure public safety, and an enjoyable experience for all. It is the responsibility of all renters and users of the facility to know and follow the Rosenberg Civic Center Rental and Facility Use Policies, and to ensure everyone involved in their event (attendees, guests, contractors such as caterer, deejay, decorators, etc.) follows them. Failure to comply with these policies may result in expulsion, loss of fees paid, and/or prohibition of future RCC use.

Please consult with Rosenberg Civic Center manager if there are any questions related to facility use.

FACILITY HOURS

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Business/ Regular Hours	7:30 a.m. – 5:30 p.m.	7:30 a.m. – 5:30 p.m.	7:30 a.m. – 5:30 p.m.	7:30 a.m. – 5:30 p.m.	8:00 a.m. – 5:00 p.m.	n/a	n/a
After Hours Rental Hours	5:30 p.m. – 9:00 p.m.	5:30 p.m. – 9:00 p.m.	5:30 p.m. – 9:00 p.m.	5:30 p.m. – 9:00 p.m.	5:00 p.m. – 1:00 a.m.	8:00 a.m. – 1:00 a.m.	8:00 p.m. – 6:00 p.m.

The Rosenberg Civic Center is closed for holidays in accordance with the City's Holiday Schedule.

GENERAL CONDITIONS

The individual listed on the Rental Contract must be present at the scheduled function for the entire duration (including set up and dismantle). Lessee may not use the RCC for any purpose other than that stated on the lease agreement.

At no time shall a reserving party sublease or assign its lease to another group or organization. Functions held at the RCC must comply with all applicable City, State and Federal laws and regulations.

RCC common areas (halls, sidewalks, entrances and exits, restrooms) may not be used for the exclusive purpose of any one group, unless the entire facility has been reserved on the rental contract. Minors shall be supervised at all times and are not allowed to run, play or loiter in spaces not listed in the rental contract, including exterior areas and playground. Event attendees should not roam or loiter in hallways or common areas as not to disrupt other events in progress.

Lessee shall not permit more persons in the facility than can safely and freely move about, as determined by the City of Rosenberg Fire Marshal.

The RCC is a **non-smoking facility**. Smoking is prohibited except in designated outdoor areas.

RESERVATIONS

Reservations can be made in person during business hours at the Rosenberg Civic Center (3825 Highway 36 South, Rosenberg, Texas 77471) or by calling 832-595-3520. Person's scheduling, booking or reserving the Rosenberg Civic Center for an event must complete the required application, pay the deposit and sign the reservation contract as the responsible party. Staff will only open the RCC for events at the time stated on the contract for those listed on the contract. A 50% booking deposit is required if booked more than 60 days prior to event (this will be applied toward total rental fees due), along with an executed contract, to reserve a particular room, date and time. Hours reserved must include the necessary time for set-up, dismantle, and clean-up activities.

Customers requesting a twelve (12) month agreement for weekly rentals are required to pay rental fees for one month at the time of booking if booking occurs more than 60 days in advance and to continue making monthly payments at least 60 days in advance. Two monthly payments will be required at the time of booking if booking occurs less than 60 days in advance. If at any time during the term of the agreement, a monthly payment is not received 60 days in advance, the customer will be notified, and the agreement may be terminated by the RCC.

Bookings for the entire facility allow the lessee to have exclusivity of the facility and the parking lot and ensures that no other rentals of the facility will be made to coincide with their event. Lessee understands that booking the entire facility does not give permission to exceed the facility room capacities.

FEES

RCC usage fees are established by the Rosenberg City Council and are attached to these policies as a separate exhibit – ***Rosenberg Civic Center Schedule of Fees***. In general, the fees are based on hourly use of the facility (business/regular hours and after-hours), and these fees include all necessary and available equipment required by the rental (tables, chairs, microphones, etc. – please consult with RCC staff for a list of available equipment for your event). The Saturday Rental Packages 1-4 are available for these days/rooms only, and include ten (10) hours of room use (on the same day), and any required equipment available at the RCC (tables, chairs, and dance floor). These package fees are based on daily use instead of hourly use. An additional 4-hour rental block is available for Saturday packages at a discounted rate.

DAMAGE DEPOSITS

A damage deposit (refundable) will be required to guarantee Lessee will leave the RCC equipment and grounds in as good or better condition than existed prior to Lessee's occupancy for event. The amount of the damage deposit is based upon the room rented. Please reference Rosenberg Civic Center Schedule of Fees for damage deposit amounts per room type.). Damage deposits must be paid at least thirty (30) days before event, and damage deposit refunds may be reduced for costs incurred from damages, replacement of missing equipment or for required clean-up. The City of Rosenberg "City" will refund any damage deposit due within thirty (30) days of the rental date. Any charges made against the deposit will be specified in writing at the time of the refund. In the event of reduction of the deposit, the decision of the City shall be deemed final and binding. If damage to the building or other leased equipment is incurred that exceeds the amount of the damage deposit paid, the City will retain the deposit and bill the Lessee for additional charges.

The Lessee, guests, and vendors MUST exit the RCC by the end time stated on contract. If Lessee does not leave the RCC by end time stated on contract, Lessee will lose entire damage deposit and \$50 will be charged to the account for every additional fifteen minutes past the contract end time. A bill will be mailed to lessee after event and must be paid within 30 days. Failure to do so will terminate the Lessee's ability to book the RCC until any outstanding bills are paid in full.

Pre and post event inspections of the event space specified in the Lessee's contract (includes common areas such as lobby, restrooms, front portico and parking lot) will be conducted by RCC event staff prior to set up and after clean-up of the contracted event. Lessee assumes all responsibility for damages incurred during contracted event by lessee, attendees/guests, third party vendors hired by lessee and/or any other participant of the contracted event time and space. The City reserves the right to increase the damage deposit amount or refuse a rental based on applicant's past rental history such as damaging City property, non-payment and not following City usage policies.

SECURITY AND SUPERVISION FEES

Security is required for any event involving the consumption of alcoholic beverages. Additionally, security is required from 5:00 p.m. through the end of any event held on Friday, Saturday and/or Sunday, regardless of the event start time. Security services shall be provided by the Rosenberg Police Department. No other agencies or outside services will be permitted to provide security for any event at the RCC. Lessees with weekend events, ending after 5:00 p.m. that do not serve alcohol may complete an Application to Waive Security Requirements. The Application to Waive Security Requirements must be approved by both the Director of the Center and the Police Chief in order for the security requirement to be waived.

When security is required, security fees shall be borne in full by the Lessee and shall be paid no less than thirty (30) days before the event. Failure to provide payment by thirty (30) days prior to the event could result in cancellation of security services, and the event reservation.

The number of officers required, and their hours shall be set by the Rosenberg Police Department, whose decision will be final. All certified peace officers will be in uniform and shall remain on duty until the facility and parking lots are vacated. If circumstances exist or develop that will likely require additional security, the City shall have the right to determine to what extent it is required, and any expenses incurred by the City for said security will be paid in full by Lessee.

Police Security fees are reviewed and adjusted periodically by the City to ensure costs are being covered by fees paid. Current rates are available from RCC staff upon request. The City reserves the right to change the security fees at any time, without notice.

To assure availability of Rosenberg Police Department certified peace officer services, it is recommended that security be arranged at the time of booking. Lessee is required to confirm the total number of expected guests no less than thirty (30) days prior to function to confirm certified peace officer services. These provisions cover all uses of the RCC – private, City, or community.

PAYMENT OF RENTAL FEES

Room rental fees must be paid in full no less than sixty (60) days prior to function. Required security fee and/or damage deposit must be paid in full no less than (30) thirty days prior to function. Room rental fees not paid in full sixty (60) days prior to function will result in automatic cancellation of the event and forfeiture of all rental fees paid to date. Fees may be paid in person at the RCC, via cash, check, or credit card (Visa or MasterCard) with photo identification. *Please note: the City assesses a 3% fee for credit card transactions.*

CANCELLATION POLICY

Lessees wishing to cancel their rental contracts with the RCC shall do so via the **Rental Cancellation Request Form**. Cancellations requests received more than ninety (90) days before rental date will result in the retention of fifty (50%) percent of all room rental fees paid. If the cancellation request is made ninety (90) days or less before the function, the City will retain all rental fees paid. Any security fees or damage deposits pre-paid (due at 30 days) will be refunded to lessee if event cancellation request is more than thirty (30) days from event.

Rental contracts cancelled for non-payment of fees per contract terms will forfeit all fees paid to date of cancellation.

From time to time, a function may have to be cancelled due to an emergency or an extreme situation beyond the control of the City. In the case of such an emergency or situation, the Lessee will have the option to reschedule the function or request a refund in full of deposits and fees paid to date.

APPLYING PAYMENTS TO DIFFERENT DATE

In the event Lessee requests a date change and rollover of payments to-date to a different function, Lessee will be required to pay current rental contract amount in full, regardless of due dates for old/new rental contracts. Once paid in full, rollover will be allowed ONE TIME if requested via **Rental Cancellation Request Form** more than 90 days prior to event. If request is 90 days or less before scheduled event, cancellation policy applies.

COMMUNITY USE PROVISIONS

Community use provision applies to entities which share the City's common goals of provision of services to enhance the quality of life of Rosenberg residents, who are located within the City Limits, and/or entities which hold and provide copies of active tax-exempt designations generally described under section 501(c)(3) of the Federal Tax Code, and which provide direct services to the Rosenberg community. , Those who meet such criteria shall enjoy use of rooms at the RCC for no fee during Business/Regular Hours, or for a discounted after hours rate of one-half the after-hours room rental fee, Monday through Thursdays with no minimum rental hours required. Community use can be applied up to a **maximum of one use per month**, with schedules subject to management approval, so long as: events are **booked at least 30 days out, and no**

more than 12 months out, do not interfere with other bookings (City or paid), can be accommodated with available equipment; and should significant set up be required that is unable to be facilitated due to other RCC staff constraints, the entity requiring use must provide the necessary assistance to set up the room for complimentary use. All reservations are based on availability. Requests for use of the RCC under the community use provision must be made via the **Complimentary Use Request Form** and copies of Federal tax-exempt 501(c)(3) designations must be provided with request. Staff will make every effort to notify applicant within five (5) business days of request, regarding decision about whether or not it can be honored. Alcohol security fees will apply if entity chooses to serve alcohol during event. A damage deposit will be required.

ALCOHOL

Any person desiring to lease the RCC and provide alcoholic beverages, shall indicate such on their rental contract, for review by the Chief of Police of the City of Rosenberg, and additionally, secure all permits/licenses required by law. Alcoholic beverages may be served, sold, or consumed only if approved and stated on executed rental contract by Lessee only. Attendees of the lessee's rental may not bring their own alcoholic beverages into the facility. Alcohol may not be served, sold, or consumed after 12:00 a.m. (midnight). Any alcohol served from a glass bottle or container such as liquor, beer in glass bottles, champagne or wine, must be transferred to non-glass drinkware and served from a centralized location. If alcohol is served, sold, or consumed at a non-alcoholic function, rental contract will be considered null and void, the function immediately cancelled, client and guests will be required to immediately vacate the RCC and the damage deposit will be forfeited.

Security will be required in all cases when alcoholic beverages are to be served, sold, or consumed and must be provided by the Rosenberg Police Department (see "Security and Supervision Fees" above). The Chief of Police or his/her designee shall determine the number of such officers. Security will be required from the start of the event, until the property is vacated. Should rentals exceed the stated rental time, the corresponding security costs will be billed to the Lessee.

Functions which include the sale of alcoholic beverages require a Tobacco and Alcoholic Beverage Commission (TABC) temporary permit. Lessee is required to obtain a permit from the TABC and file permit copy with the RCC no less than forty-eight (48) hours prior to function. Failure to provide TABC permit copy shall result in cancellation of the reservation and forfeiture of all rental fees and deposits. **TABC, Houston Outpost – (713) 426-7900.**

ATTENDANCE & EVENT LAYOUT DIAGRAMS

Lessee is required to provide final number of people in attendance, event layout diagrams and equipment (dance floor, staging, tables, A/V, etc.) requirements to RCC personnel two (2) weeks prior to function and any requested add-ons must be paid at that time. Attendance confirmation is required for **all events**. Event layout diagrams submitted for after-hours events are informational only. RCC personnel will use diagrams for placement of dance floor only and may submit to City of Rosenberg Fire Marshal for approval as necessary. Lessee is responsible for making sure all furniture and decorations do not block exits, doorways, and signage to ensure safety of attendees.

Event layout diagrams **not received within two (2) weeks of the event** will be assigned a standard event set up by the RCC. Dance floor will not be provided unless stated at time of booking and standard placements will be used unless otherwise stated by lessee.

PROPER USE OF FACILITY

Exits, fire extinguishers and signs must remain visible, unobstructed, and accessible at all times. Cylinders of compressed gases (ex: helium tanks for balloons) are subject to approval by the City of Rosenberg Fire Marshal. Cylinders must be secured in an upright position at all times with a standard carrier device.

Lessee shall not move or alter RCC audio/visual equipment. Lessee is liable for any equipment not returned or damaged. Furniture in common areas may not be moved by Lessee.

MINORS

Minors must be supervised during events and are restricted to the leased areas only. Minors should not be left unattended or allowed to roam hallways or vacant meeting/banquet rooms. Minors are not allowed in the kitchen at any time.

STAFFING

A City Representative will be assigned to supervise the building during all functions.

SET-UP ACTIVITIES

Reservations must include the hours required for function set-up, decorating and deliveries of any kind associated with the function or function set-up activities.

RCC staff will provide one (1) event set up per Lessee Event Layout Diagram for events scheduled during regular hours of operation. For after-hours events, this will only include set up of tables and chairs (taking off of racks and placing in room) and placement of the dance floor. Lessee will have to arrange tables and chairs according to event particulars. Dance floor may not be moved by lessee and cannot be moved once placed by RCC staff. Tables and chairs will not be added or removed from rented room once the final numbers have been submitted to RCC staff and room has been set up. Final numbers must be submitted two (2) weeks prior to event.

SIGNAGE

Signage is only allowed during the rental time stated on contract. Signs must be removed by rental end time. Failure to do so will result in a reduction to damage deposit. Signs should be free of writing, pictures, or any other signs which are crude, vulgar, profane, or sexually suggestive. Signs must not advocate racial, ethnic, or religious prejudice or the use of drugs or alcohol. Lessee will be given the opportunity to request function-specific language to be displayed on the digital marquee. Requests must be submitted in writing for approval at the time of booking or no less than 10 days prior to event. Management will determine length of time information will be displayed. In the case of multiple events booked concurrently at the RCC, the marquee may be shared by the various events.

ENTERTAINMENT

The RCC is not liable for malfunctions of equipment provided by outside vendors such as DJ or entertainment services. RCC audio systems may not be used or connected to by DJ or entertainment services. All equipment for "amplified" entertainment purposes must be provided by vendor contracted by Lessee.

Music and loud noise will be monitored by RCC staff and must be kept at a reasonable level at all times. Failure to abide by the City noise ordinance will result in the cessation of all music regardless of what time of day or night. The City event representative is authorized to take appropriate action to reduce or eliminate any excessive, disruptive or unusual noise.

CANDLES

The use of open flame candles of any kind for ceremonial or decorative purposes is prohibited on RCC property. Battery operated candles are permitted.

FOOD

Lessees may contract with whomever they desire to provide services for their function, provided they adhere to the terms of use, and the City's health regulations. Lessee is required to cover all tables when food or drink of any kind is served during the function. Lessee is required to obtain all necessary permits if serving or selling food to general public. If a health permit is required, Lessee is required to file a copy of said permit from the City of Rosenberg Health Department with the RCC no less than forty-eight (48) hours prior to the function; failure to present permit copy shall result in cancellation of the reservation and forfeiture of all rental fees and deposits. **City of Rosenberg Health Department - (832) 595-3500 Option 7.**

Lessee is responsible for caterers following the RCC's facility use policies and will be held liable for any damages to facility associated with catering activities during function. The use of catering candles for chafing dishes is permitted, with a protective mat under each heated chafing unit. Caterers are required to supervise the serving area at all times. Lessee will be held responsible for any damage to facility, facility equipment, including flooring and carpeting.

Cooking is not permitted in any of the event rooms. The RCC kitchen is a catering and/or food preparation kitchen only. Only lessees that book the Main Hall (Room A) or ½ of Main Hall (Room B or C + Kitchen) will have use of the kitchen equipment (including ice machine usage). Lessee is not permitted to cook or prepare food on the RCC grounds or parking lot with the exception of the following: Lessees wishing to use food truck vendors or catering companies that prepare in a food trailer set up on the RCC grounds or parking lot must have thirty (30) days prior written approval from the City of Rosenberg Fire Marshal and obtain the proper food permits if needed from the City of Rosenberg Health Department. Any violations may result in cancellation or interruption of event activities. If kitchen is not left clean, lessee will forfeit their entire damage deposit.

CONFETTI, ETC.

Confetti is not allowed at any time inside or outside the RCC. The throwing or pitching of any substances such as natural flower petals, silk or synthetic flower petals, rice, birdseed, silly-string, or small packaged items is prohibited on RCC property. Glitter, hay, fog/smoke machines and flammable gas/liquids are prohibited. The use of sparklers is prohibited on RCC property. The use of bubbles is prohibited on RCC property.

DECORATIONS

No decorations or other materials of any kind may be nailed, tacked, taped, screwed, or pinned to any part of the inside or outside of the RCC. Spray painting is prohibited on RCC property. Tabletop ice sculptures may be permitted with written approval by RCC Management and shall be presented in appropriate trays. Any other decorations aside from standard decor (balloons, flowers, vases, lights, pipe and drape) must be approved by RCC.

TABLE LINENS

The City offers table linen rentals. Please see Rosenberg Civic Center Schedule of Fees for more information.

DELIVERIES

Deliveries may only be made within the scheduled hours on the Rental contract, and with Lessee or designated representative present. There are no provisions at the RCC for storage of deliveries or supplies. RCC staff is not liable for deliveries made to the RCC. Loading and unloading will take place on a first-come, first-served basis, through the front porte-cochere. Larger deliveries must be coordinated with the RCC staff. .

BREACH OF THE PEACE

Any person at the RCC whose conduct is disorderly or disruptive may be ejected from the premises by the City representative or a certified peace officer. A representative of the City of Rosenberg Police Department or the RCC has the right to close a function or expel any individual or group if they are abusing the building, building policies, or if there exists any conditions or circumstances which are provoking or may tend to provoke a breach of the peace or circumstances which could endanger the health, safety, and well-being of any person or the destruction of property. The City's decision in this matter shall be final and binding.

The Lessee for the function at which any such ejection occurs shall hold harmless, indemnify, and defend the City, its officers, agents and employees against any claim related to such ejection.

DISMANTLE AND CLEAN-UP ACTIVITIES

Music/entertainment and event activities are required to cease one (1) hour before rental contract end time to ensure adequate time for dismantling and clean-up. Alcohol may not be sold, served or consumed after 12 a.m. (midnight). Lessee is required to return the facility, grounds (including parking lot), and the catering kitchen if rented, to its pre-function condition.

Lessee must remove everything from the RCC including all personal affects, rental equipment, and decorations, but will not be required to dismantle tables, chairs, or any RCC equipment. Lessee must remove all garbage and place in dumpster behind building.

If Lessee does not leave the RCC by end time stated on contract, Lessee will lose entire damage deposit and \$50 will be charged to account for every additional fifteen minutes. A bill will be mailed to lessee after event and must be paid within 30 days. Failure to do so will terminate the Lessee's ability to book the RCC until any outstanding bills are paid in full.

POLICY QUESTIONS OR CONCERNS

For any questions or comments regarding the Rosenberg Civic Center Rental and Facility Use policies, please contact the Rosenberg Civic Center Manager at 832-595-3520.