



## Civic Center Rental and Facility Use Policies

We strive to provide first class service to all of our users at the Civic Center, 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 follows them as well (attendees, guests, contractors such as caterer, deejay, decorators, etc.). Failure to comply with these policies may result in expulsion, loss of fees paid, and/or prohibition of future Center use. Please consult with Center management if there are any questions related to facility use.

### FACILITY HOURS

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

### 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 Center 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 Civic Center must comply with all applicable City, State and Federal regulations.

Center 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 Fire Marshal of the City of Rosenberg.

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

### RESERVATIONS

Reservations must be made in person during business hours at the Rosenberg Civic Center (3825 Highway 36 South, Rosenberg, Texas 77471). Persons 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. Civic Center staff will only open the center 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 rental 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**

Civic Center usage fees are established by the Rosenberg City Council, and are attached to these policies as a separate exhibit – ***Rosenberg Civic Center Fee Schedule***. In general, the fees are based on hourly use of the facility (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 Center staff for a list of available equipment for your event). The Saturday Rental Packages for the Entire Facility, Main Hall, or ½ Main Hall are available for these days/rooms only, and include ten (10) hours of room use (booked on the same day), and any required equipment available at the Center (tables, chairs, dance floor, stage, microphones, etc.). These package fees are based on daily use vs. hourly.

## **DAMAGE DEPOSITS**

A damage deposit (refundable) will be required to guarantee Lessee will leave the Center, equipment and grounds in a good or better condition than existed prior to Lessee's occupancy for event. Amount of damage deposit will be determined by staff dependent on risk level of event, not to exceed fifty (50) percent of total rental costs (exclusive of any security costs). Damage deposits must be paid at least thirty (30) days before event, and may be reduced for costs incurred from damages, replacement of missing equipment or for required clean-up. The City of Rosenberg will refund any damage deposit due within thirty (30) days of the rental date. Any charges made against the deposit will be specified at the time of the refund. In the event of reduction of the deposit, the decision of the City of Rosenberg 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.

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 Civic Center 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 of Rosenberg reserves the right to increase the damage deposit amount or deny a contract 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, or as deemed necessary by management for other high risk events. Security/supervision shall be provided by the Rosenberg Police Department. No other agencies or outside services will be permitted to provide security of any event at the Rosenberg Civic Center.

If security is required due to event risk, 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 shall result in cancellation of security, and any related activities (alcohol service, high-risk activities) at the event (see "Alcohol" section below).

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 Center 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.

If a circumstance develops or exists that, in the opinion of the City Manager or any other representative of the City, requires additional security or will likely require additional security, the City representative shall have the right to determine to what extent additional security is required. If additional security is deemed necessary by the City's representative, all expenses incurred by the City for security will be paid in full by the Lessee.

These provisions cover all uses of the Civic Center – 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 Center, via cash, check, or credit card (Visa or MasterCard) with photo identification. *Please note: the City assesses a 5% fee for credit card transactions.*

#### **CANCELLATION POLICY**

Lessees wishing to cancel their rental contracts with the Center 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 of Rosenberg. 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, roll-over 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**

Entities which share the City's common goals of provision of services to enhance the quality of life of Rosenberg residents, including Lamar Consolidated Independent School District (LCISD), the Central Fort Bend Chamber Alliance (CFBCA), Fort Bend County, and/or other 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, subject to final approval by the City Manager, shall enjoy use of rooms at the Civic Center for no fee, up to a **maximum of one use per month**, during **regular rental hours**, schedules subject to management approval, so long as: events are **booked at least 30 days out, and no more than 12 months out**, and do not interfere with other bookings (City, or paid), and can be accommodated with available equipment; and should significant set up be required that is unable to be facilitated due to other Civic Center 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 Center 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 notify applicant within five (5) business days of request, regarding decision about whether or not it can be honored. A non-discounted damage deposit and special equipment usage fees will be assessed at the time of booking. Alcohol security fees will apply if entity chooses to serve alcohol during event. **Requests that fall outside of regular weekly business hours will not be considered for complimentary use.**

## **ALCOHOL**

Any person desiring to lease the Center 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. Alcohol may not be served, sold, or consumed after 12:00 a.m. (midnight), and glass beer bottles are not allowed at the Center. If alcohol is served, sold, or consumed at a non-alcoholic function, rental contract will be considered null and void, the function immediately cancelled, and client and guests will be required to immediately vacate the Center.

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 Fees" above). The Chief of Police or his/her designee shall determine whether certified peace officers are required and if so, 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 charged against the Lessee's damage deposit.

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 Center 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, Richmond Outpost – (281) 239-2607.**

## **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 Civic Center personnel no later than thirty (30) days prior to function. Attendance confirmation is required for **all events**. Event layout diagrams submitted for after-hours events are informational only. Civic Center personnel will use diagrams for placement of dance floor and staging only and may submit to 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 Center. Dance floor or staging 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 (e.g. helium tanks for balloons) are subject to approval by Fire Marshal. Cylinders must be secured in an upright position at all times with a standard carrier device.

Lessee shall not move or alter Center audio/visual equipment. Lessee is liable for any equipment not returned or damaged.

Furniture in common areas may not to be moved by Lessee.

## **CHILDREN**

Children (age 12 and under) must be supervised during events and are restricted to the leased areas only. Children should not be left unattended or allowed to roam hallways or vacant meeting/banquet rooms. Children are not allowed in the kitchen at any time.

## **STAFFING**

An authorized Center/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.

Center 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 or staging. Lessee will have to arrange tables and chairs according to event particulars. Staging and dance floor may not be moved by lessee and cannot be moved once placed by Civic Center staff.

Requests which require significant changes in set up may incur additional fees to be determined by management.

### **SIGNAGE**

Signage of any sort is not allowed on Center property. 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 center the marquee may be shared by the various events.

### **ENTERTAINMENT**

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

Music and loud noise will be monitored by Center staff and must be kept at a reasonable level at all times. Failure to abide by the City of Rosenberg 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.

Lessee is responsible for paying any fees directly to the American Society of Composers, Authors and Publishers/Broadcast Music, Inc., if applicable.

### **CANDLES**

The use of candles of any kind for ceremonial or decorative purposes is prohibited on Center property.

### **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 Center 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- 3550.***

Lessee is responsible for caterer/s following the Center’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 Civic Center kitchen is a catering and /or food preparation kitchen only. No cooking is allowed without prior approval of management and the City of Rosenberg Health officials. Only lessees that book the Main Hall (Room A) or ½ of Main Hall (Room B or C) will have use of the kitchen equipment (including ice machine usage). Lessee is not permitted to cook or prepare food on the Civic Center 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 Civic Center 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.

***City of Rosenberg Health Department - (832) 595- 3550.***

### **CONFETTI, ETC.**

**Confetti is not allowed at any time inside or outside the Center.** 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 Center property. Glitter, hay, fog/smoke machines and flammable gas/liquids are prohibited. The use of sparklers is prohibited on Center property. The use of bubbles is prohibited on Center 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 Center. Spray painting is prohibited on Center property. Decorative water fountains may not be operated inside the Center. Table top ice sculptures may be permitted with written approval by Center Management, and shall be presented in appropriate trays.

### **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 Center for storage of deliveries or supplies. Civic Center staff is not liable for deliveries made to the Center. Loading and unloading will take place on a first-come, first-served basis, through loading dock door.

### **BREACH OF THE PEACE**

Any person at the Center 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 Center 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 function 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 Center including all personal affects, rental equipment, and decorations, but will not be required to dismantle tables, chairs, or any Center equipment. Lessee should remove all garbage and place in dumpster behind building.