

TEXAS CITY DEPARTMENT OF RECREATION AND TOURISM
RESERVATION AND RENTAL POLICIES
2010 5th Avenue North ▪ Texas City, TX 77590 ▪ 409-643-5990

Permittee is required to sign and date at the bottom of the Reservation Form stating that they have read and received a copy of this Reservation and Rental Policies for the Facilities of the City of Texas City.

RESERVATIONS:

- All reservations must be made through the Recreation & Tourism Department Reservation Office during the hours of 8:00 a.m. - 5:00 p.m. Monday through Friday, exclusive of holidays.
- Facilities will not be available for rentals on the following holidays: New Year's Day, Martin Luther King Day, Good Friday, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day. If the holiday falls on a Saturday or Sunday, the facility may not be available the Friday prior or Monday after the holiday in accordance with the City's Holiday schedule.
- Permittee must be 21 years of age to reserve the facilities. Permittee must be present at all times during the function or activity and will be held responsible for complying with all City laws and policies.
- Reservations are on a first-come, first-served basis. Reservations will not be accepted that are less than five (5) working days before the date of the event. **No oral agreements for the use of Facilities are valid.** The Recreation and Tourism Office will reserve a room up to one year in advance
- A room can be reserved more than one year in advance under the following conditions:
 - If permittee is renting the Charles T. Doyle Convention Center, it can be rented up to two years in advance
 - If a permittee is renting the Wings of Heritage Room for a wedding or a wedding reception (only), it can be rented up to two years in advance
 - If permittee is reserving the facility for an event, such as, a trade show or an any extended-days function, which lasts two or more consecutive days, the permittee may reserve one, or two-*according to above list*-years out for all consecutive days beginning on the first date of the event.
- If two or more persons are at the Nessler Reservation's Office window at 8:00 a.m. on any given day to rent a room one year (or two) in advance, there will be a drawing (with each name written on a piece of paper) to determine who will be selected to rent the room. There will be no racing to the window to see who gets there first – at 8:00 a.m. one person from each interested party will be eligible for the drawing.
- At the time the reservation is made, permittee must complete and sign the Reservation Form and must pay, in full, the Base Rate Room Rental Fee(s). All remaining fees must be paid by 30 days prior to event. Reservations made less than 30 days prior to event must pay all fees in full at the time the reservation is made.
- Additional fees such as damage deposit, overtime, security, audio visual, etc. **will be due no less than 30 days prior to event.** Failure to secure fees within 30 days prior to the event could result in cancellation of event.
- Payments for reservations can be cash, checks made payable to City of Texas City, and credit cards-MasterCard or Visa. All monies received will be promptly deposited – the City will not hold money, delay in depositing checks, or accept any postdated checks.
- Reservation time periods shall include decorating and clean up within the time frame rented. The Permittee is required to submit a diagram of the seating arrangement at least two weeks prior to the event. If the Permittee does not submit a diagram, then the Department will choose a seating arrangement appropriate to the event.
- On Saturdays, the Doyle Convention Center can only be rented as a whole (Texas Heroes Room) or in two halves (the Stephen F. Austin/William Goyens Rooms or the Sam Houston/Lorenzo de Zavala Rooms).
- Kitchen facilities must be shared, exclusive privileges are not permitted. The Convention Center kitchen is for approved caterers only and caterer must provide copy of liability insurance policy. Maximum limit of 2 caterers in kitchen. Caterers are allowed to set up outdoor cookers/fryers/bbq pits in a designated outside area. Nessler kitchen may be used by permittee and its guests in the Wings of Heritage and Captain's Rooms.
- Buffet serving for events in the Convention Center will be located in the hallways adjacent to room(s) rented. Food tables for horsd'oeuvres, desserts, drinks, finger foods, snacks, etc. may be set up in the room(s).
- A half-day (1:00p.m. - 10:00 p.m.) before the date of the event can be scheduled no more than two weeks in advance for decorating purposes only. The fee for this service would be one half the base rate of the room.
- The dance floor in the Doyle Convention Center is on a first come, first serve basis. Every opportunity will be made to split the dance floor evenly between rentals however the rentals booked first will have priority.
- All teen dances held in City Facilities must end no later than 11:00 p.m. **NO EXCEPTIONS**

GENERAL INFORMATION:

- Confetti and/or glitter are prohibited. No decorative or other materials shall be taped, nailed, tacked, screwed or otherwise physically attached to any walls, tables, or floors. No fog machines, rice, sand, or sawdust is permitted on the premises.
- Permittee, by the acceptance of the room reservation, assumes all liability and responsibility for injuries, claims or suits for damages to person or property of whatever kind or character, whether real or asserted, occurring throughout the term of the reservation, commencing from the reservation of the room arising out of or by reason of the reservation and use of the room.
- A Recreation & Tourism Department employee will be on duty during the entire event to assist with any problems or concerns and serve to protect the property of the City of Texas City during the event.
- Smoking is not permitted in any City facility.
- Animals of any kind are not permitted in Facilities with the exception of assist dogs trained and in service to a physically impaired or challenged person and police dogs that are part of the City of Texas City's K-9 unit.
- Individuals or groups renting need to be aware that Facilities are a multi-use where several events can be scheduled concurrently in different parts of the building. Permittees and their guests can only use the room(s) that the Permittee has rented.
- The City of Texas City shall assume no responsibility for any property placed on or in its Center and/or grounds and is released from any and all liability for loss, injury or damage to persons or property that may be sustained by the use or occupancy of Facilities.
- The City is not responsible for any property left on the premises. All property of the Permittee needs to be removed by the end of the lease period. Any property remaining on Facilities premises is deemed abandoned by the Permittee and will be disposed of.
- No single activity of special interest shall be permitted to monopolize any room or facilities. The frequency and usage of rooms will be at the approval of the Director in order to best serve the interests of the community.
- All groups or individuals using Facilities shall comply with all laws including federal, state, and local laws. These laws shall include all City ordinances and all regulations of the City and its departments, which may in any way, affect the rental or use of Facilities.
- Discrimination against any person(s) with regard to race, color, religion, sex, national origin, age, or disability by any group or individual renting the facilities is prohibited.
- No groups or individuals shall schedule an event having larger attendance than the established occupancy limit of the area rented.
- City employees shall set-up and break down all tables and chairs. No set-up of any Recreation & Tourism Department equipment may be done by the Permittee. Recreation equipment shall not be removed from any facility at any time without prior written approval from the Director. No changes in the setup may be done less than two weeks prior to the event date.
- No portion of the sidewalk, entities, plaza walkway, passages, doors, aisles, vestibules or other ways of access to the public utilities on Facilities premises is permitted to be obstructed, nor can any windows, ventilators or lighting fixtures be obstructed.
- No Permittee may solicit or collect donations at Facilities without approval of the City.
- The Permittee indemnifies the city and holds it harmless from any neglect or misconduct on the part of the Permittee, its agents, servants and employees.
- Any Permittee who rents Facilities for profit must maintain approved General Liability Insurance with assault and battery coverage in the minimum amount of \$250,000 for each person and \$500,000 for each occurrence for bodily injury or death, and \$100,000 for each occurrence for injury or destruction of property, to indemnify the City against all claims resulting from the use and operation of the premises by the Permittee. The City of Texas City shall be named as the Certificate Holder/Additional Insured on the required Public Liability Insurance.
- The Permittee agrees that all the sales of concessions are in accordance with all the laws of the United States and the State of Texas, the City and health and sanitation rules and regulations promulgated by the Galveston County Health Department.
- Unless expressly stated to the contrary in this policy, a violation of this policy shall result in the forfeiture of any deposit or fee paid for a facility reservation and jeopardize the Permittee's ability to reserve any of the City's facilities in the future. Furthermore, nothing contained in this policy shall be construed to limit the City's remedies to recover damages for violations of the policy.

CLEAN UP POLICIES:

- Clean up shall be defined by the Recreation & Tourism Department as cleaned and left in the same condition as it was prior to the event, as determined at the sole discretion of the Director or designee. Any items not cleaned or any damage will result in some or all of the reservation and damage deposit being forfeited.

- Permittee is required to perform a walk through after the event with the staff person on duty to identify any damage or areas in need of clean up. Any additional clean up required must be done within the time frame rented. Additional time required for clean up by the permittee will forfeit the Reservation and Damage Deposit on file.
- Permittee is responsible for general clean up through out event including but not limited to spills and trash. A Recreation & Tourism Department employee will assist and provide necessary materials for clean up as well as appropriate signage.
- Permittees who decorate with balloons will be responsible for removing them from the room(s) being rented.

FIRE SECURITY:

- The City of Texas City Fire Prevention Code is enforced at all events.
- The Permittee cannot store any motor fuel in Facilities. The Fire Marshall secures fuel tanks, boats, vehicles or other equipment on display in accordance with instructions.
- Regular exit doors, emergency doors, corridors, walkways and fire extinguishers cannot be blocked. Emergency exit doors are used for emergencies only. An accessible fire lane needs to be maintained to all fireplugs. All marked fire lanes are kept open at all times.
- Permittee cannot attach anything to electrical conduits.
- A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation or similar purpose. All flames must be properly contained. Candelabras or unity candles with flame-lighted candles are not allowed.

CANCELLATIONS AND REFUNDS:

Cancellations for facilities must be made in writing and refunds will be issued as follows:

- **6 months or more notice:** Permittee is refunded 100% of fees paid
- **3 months (90 days) notice:** Permittee is refunded 50% of fees paid
- **1 month (30 days) or less notice:** Permittee receives no refund

**The Director of Recreation and Tourism has the full authority review each cancellation and to determine to his discretion the amount of refund to be issued.*

- Deposit refunds will be issued if the room is cleaned and left in the same condition as it was in prior to the event, as determined at the discretion of the Director.
- Deposit refund checks take approximately 3 weeks to process and mail. Checks will be made “payable to” and “mailed to” the name and address as listed on the deposit form.
- Deposit refunds may be withheld for failure to follow reservation rental policies.
- The Permittee assumes all responsibility for all damages to Facilities, property, furniture and/or equipment as determined at the sole discretion of the Director. The Permittee must notify the building attendant on duty immediately if the room was damaged prior to the Permittee’s entry. Failure to do so shall result in the presumption that any damage found at the end of the rental period resulted from the Permittee’s use of Facility.
- Damage/theft incurred during an event will result in the loss of all or part of the Permittee’s deposit and Permittee could be billed for additional charges depending on amount of damage/theft. The amount deducted or charged will be equal to the cost to the City to repair/replace the damage. Damage/theft to city property may jeopardize the Permittee’s ability to reserve any City facilities in the future.

CHANGING A RESERVATION

- If a reservation needs to be changed to a different date, a different room, or a different facility, permittee can make a one time change, at no fee, providing all fees have been paid in full (and based on availability). To change the event for a second time, the event would have to be cancelled, cancellation fees paid, and a new reservation form submitted.
- At no time shall a Permittee sub-lease or assign its reservation to another person, group or organization. No Permittee shall change or rotate the Permittee’s designated hours with another renting party without doing so through the Recreation & Tourism Department.

From time to time, and possibly without advance notice, it may be necessary for the City to cancel, postpone or reschedule reservations. Also, it may be necessary to move, sometimes without advance notice, reservations to a different room or facility. However should, for any reason, the City of Texas City be unable to relocate an event, the City and the Permittee understand and agree that the event shall be cancelled or rescheduled without any liability to the City. If the City cancels an event, the City shall give a full refund to the Permittee. The City will, nevertheless, endeavor to honor reservations made in compliance with this policy.

In the event of any such change or cancellation, the Permittee, by the acceptance of the terms and conditions of this policy agrees to release, hold harmless and discharge the City of Texas City, its officers, agents and employees from and against all claims, demands, causes of actions of every kind and character, including the cost of defense thereof for any damages or loss that is caused or alleged to be caused by, arising out of or in connection with such change or cancellation, regardless of the negligence of the City. It is the expressed intention of the parties hereto, both the Permittee and the City, that the indemnity provided for in this paragraph is indemnity by Permittee to indemnify and protect the City from the consequences of the City's

own negligence, whether that negligence is the sole or a concurring cause of the injury, death or damage. In the event that any action or proceeding is brought against the City by reason of any of the above, Permittee further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City. The indemnity provision contained in this paragraph shall survive expiration or earlier termination of the Permittee's reservation agreement.

SECURITY:

The Recreation & Tourism Director and/or the Texas City Chief of Police shall determine the security services needed per event, including, the number of security officers required for each event. **Permittee must sign and complete Security Request Form at the Reservation Office and pay all security fees must be paid in full no less than one month (30 days) prior to the event. Failure to do so may result in cancellation of event.** **(Exception Teen Dances must pay security fees at the time the reservation is made)*

The above paragraph shall not prohibit the Permittee from hiring security officers or additional security officers when the Director does not require the same. Permittee understands and agrees that the Permittee shall be solely responsible for the event and the safety of the Permittee and all Permittee's guests.

COMPLIANCE WITH APPLICABLE LAWS:

- If security personnel deem any person's conduct is illegal, illicit or immoral, that person may be subject to removal from the premises. The Permittee of 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.
- Permittee must comply with all Federal, State, and Local laws. Furthermore, permittee assumes full responsibility and liability for the acts and omissions of all guests and their respective invitees, and licensees that may result in a violation of any terms and conditions set forth in this agreement.

ALCOHOLIC BEVERAGES:

- Events that include the service of alcohol are to be conducted under the laws of the state of Texas and regulations of the Texas Alcoholic Beverage Commission. The City cannot be held liable for any damage suits filed in connection with alcoholic beverages served to an intoxicated guest. The Permittee is responsible for providing transportation for intoxicated guests.
- Alcoholic beverages can be sold at Facilities with a State TABC Permit (Galveston Outpost – Dickinson, Texas 281-337-5611 – Approximately \$200 - \$225) which must be obtained by permittee. Once the permit is approved, the permittee is required to present an approved original to the Department of Recreation and Tourism. Failure to do so may result in the cancellation of the permittee's event.
- Alcoholic beverages can be brought to Facilities by the Permittee or by the Permittee's guests. All alcohol must be consumed inside the rooms and in the specific area of Facilities that the Permittee rents.

CURFEWS, DANCES AND DANCE HALLS:

- The City of Texas City Police Department will enforce the curfew ordinance for all minors in the city limits. Curfew hours are 9:00am – 2:00pm on any school day and seven days a week from 11:30pm until 5:00am the following day. A minor commits an offense if the minor remains in a public place or on any premises during curfew hours without a proper defense including but not limited to: accompanied by a parent or guardian; engaged in employment activity; or attending an official school, religious or other recreational activity supervised by adults and sponsored by the city.
- Any person wishing to host a public dance in a city facility shall be required to obtain a temporary dancehall permit from the Texas City Police Department. A public dance shall be defined as a dance in which admission can be had by payment of a fee or by the purchase, possession or presentation of a ticket or token. Exceptions are dances sponsored by the city, an official school event or religious event.
- Permittees are encouraged to obtain a temporary permit six months in advance of the event date. Failure to obtain the temporary dance hall permit will follow the cancellation policy set forth in this document.
- All teen dances held in City Facilities must end no later than 11:00 p.m. The standard security form must be submitted with the rental. A large number of adult volunteers are required to be present in the Facilities in order to man the restrooms, public areas, and inside the dance itself. Invitations/fliers advertising the dance need to include a statement that youth attending it should not be dropped off at the facility more than 15 minutes prior to the start of the dance nor picked up no later than 15 minutes after the ending time. Prior to the rental, the maximum number of teens allowed into the dance will be established. Once that maximum is reached, other teens trying to attend the dance will be turned away at the door.

The Director of the Texas City Department of Recreation & Tourism has full authority to change and/or adjust any and all policies as stated in the Reservation and Rental Policies with little or no notice to the public.