

# CALDWELL CIVIC CENTER

## RENTAL RULES & PROCEDURES

Thank you for utilizing the Caldwell Civic / Visitor Center for your event. The Center is committed to serving our community and guest by focusing on exceptional customer service and true small-town hospitality.

Below you will find our current rules and procedures to help guide your event planning process. Please do not hesitate to contact us if you have any questions. Communication is paramount to us and we will do our best to communicate the reasoning behind the rules, and adjust as necessary to ensure your continued usage of the Caldwell Civic / Visitor Center for future events.

### SECTION 1. GENERAL

#### *Application:*

- Download the application from the website or contact one of the hostesses to receive an application by e-mail, fax, or stop by the civic center during normal business hours.
- You must be at least 21 years old to rent the facility.

#### *Reservation:*

- Full deposit must be paid at the time of scheduling a reservation.
- These arrangements are to be made:
  - Monday through Saturday, 9:00 A.M. to 6:00 P.M.
  - Sunday from 1:00 P.M. to 6:00 P.M.

#### *Rates:*

- Day Rates shall refer the hours between 9:00 A.M. and 6:00 P.M.
- Night Rates refer to hours between 6:00 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.

#### *Deposit & Fee:*

- The rental fee must be paid ten (10) days prior to the date of the event.
- All payments may be made by Cash, Check or Money Order. **Deposit and rental fee must be paid separately.**
- 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

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- 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.
- Deposit and Fees are set based on the area used, equipment and personnel needed and time of use. *The City reserves the right to waive fees for legitimate non-profit or charitable organization causes.*
    - Any event lasting over (8) hours will be assessed an additional charge based on an hourly rate.
    - An extra clean-up charge may be assessed at management's discretion for functions requiring abnormal custodial services.
  - Forfeiture of Deposit will result if:
    - Building is left unsecured (unlocked);
    - Use of any Tobacco products in Building;
    - Setting off fire alarms (which is illegal and may result in criminal charges being filed);
    - Music too loud and not corrected when notified;
    - Damage to any of the walls, floors, kitchen, acoustic panels, tables, doors, ceilings, windows, and/or chairs;
    - Excessive trash left in building.

### SECTION 2. ADDITIONAL REQUIREMENTS

- Resources - 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.
- Profit Making - 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.

### SECTION 3. ALCOHOL

- Lessee shall comply with all Civic Center, State, and City laws and regulations concerning alcoholic beverages.
- Any and all use of alcoholic beverages must be in strict conformance with the Alcoholic Beverage Code of the State of Texas.
- No money or tickets may be exchanged for alcohol.
- B.Y.O.B is allowed with security.
- Alcohol shall not be taken outside of the building.
- Longneck glass beer bottles are prohibited.
- Cans, kegs, wine and liquor bottles are permitted.

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- Security will be required anytime alcohol is served. Security will be present from the time the first guest's is scheduled to arrive until the lease expires.
- With the presence of alcohol, the Civic Center Management shall use Table 15.1 as the general guideline for the minimal deployment of security staff.
- If there is any misrepresentation of the type of event being held, Lessor will immediately remove Lessee and guests from the premises and withhold all fees for violation of this policy. The withholding of such fees under such circumstances shall not be and is not intended as a penalty but is, instead, a reasonable forecast of probable damages resulting from Lessor's deprivation of such fees from an alternate lessee.

## **SECTION 4. CANCELLATIONS & REFUNDS**

- 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.
- Long Term Reservations (over 30 days) – 50% refund if cancelled before 30 days prior to date of event. Short Term Reservations – No Refund.

## **SECTION 5. CATERING**

- Caterers shall be allowed to furnish such items that are necessary for catering the function.

## **SECTION 6. CHILDREN**

- 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.

## **SECTION 7. CLEAN UP**

- The Lessee is responsible for the following clean up procedures. Failure to comply with requirements will result in an additional charge for clean-up.
  - All tables and chairs must be cleaned off.
  - All trash put in dumpsters. (Dumpsters are located outside kitchen/multipurpose area)
  - Sinks must be cleaned and scoured out.
  - Wipe down all counters and work surfaces.
  - Lessee must remove all decorations and props used by Lessee.
  - No pets allowed unless it is for a specific pet show, which has been approved by the City.

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- 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. All trash must be placed into liners and placed in the outside trash bin.

### SECTION 8. DECORATIONS

- Decorating – No nails, thumbtacks, adhesives or attachments of any kind allowed in walls, woodwork, ceilings, doors, windows or room dividers. Absolutely no glitter, confetti or bounce houses are allowed.
- 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.

### SECTION 9. EQUIPMENT

- No equipment from the Center may be rented, loaned, or removed.
- Only authorized City trained personnel will be allowed to operate sound, lighting or projection equipment.
- Any changing of the thermostat settings or lighting levels during the function is to be done by City personnel only.
- 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.)

### SECTION 10. FIRE ARMS

- 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.

### SECTION 11. FIRE REGULATIONS

- Do not block fire exits.
- 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.
- 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

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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.

### **SECTION 12. MISCELLANEOUS**

- No illegal activity shall be conducted on the Civic Center premises.
- Lessee's ticket takers and Center's security personnel will enforce the Civic Center's food, drink and tobacco restrictions.
- 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.
- 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.
- 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.
- 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.

### **SECTION 13. PARKING**

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

CITY OF CALDWELL CIVIC/VISITOR CENTER  
[Civiccenter@caldwelltx.gov](mailto:Civiccenter@caldwelltx.gov)

INITIALS: \_\_\_\_\_  
103 Highway 21, W. Caldwell, TX 77836

979-567-6854

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- 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.

## SECTION 14. RESPONSIBILITY

- The Lessee is responsible for the behavior of all people attending their event.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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

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disbursements or expenses incurred by Lessor in connection therewith, shall be payable by Lessee to the Lessor.

- 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.
- Lessee shall file with the Civic Center Management, at least ten (10) 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.

### SECTION 15. SECURITY

- The City shall determine when Security is required for an event or function.
- A separate check shall be made to the City of Caldwell for these wages.
- Arrangements for security personnel shall be made through the Civic Center Management only but will be paid by the Lessee at the prevailing rate. Should the Lessee not accept this expense the reservation will be cancelled.
- Security personnel will be acting as agents of the Civic Center Management and will have the power to:
  - remove any person in a lawful manner, who in their opinion are endangering the lives of the attendees, the safety and sanctity of the facility, or the life of the person causing an infraction in the laws, rules, policies and procedures herein.
  - enforce all rules, regulations and policies set forth as stated in the terms of this lease to maintain order and enforce all laws.
- 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.

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- The number of security officers is based on Table 15.1, depending on the nature of the group and the activity, additional security will be required.

Number of People	Number of Officers Required
1 - 200	1
More than 200	2

## SECTION 16. SET UP

- Regular Civic Center usage hours are 9:00 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.
- Set Up: Move-in decorating and rehearsal time shall be \$100.00 per day if done on days other than actual event, if available.

## SECTION 17. SMOKING

- No Smoking or use of tobacco products permitted in the Building. In accordance with Article 6.02 SMOKING of the Caldwell Code of Ordinances.