A. PURPOSE

To provide excellent customer service and ensure the Civic and Community Center lease agreements are executed properly, the following guidelines have been established to regulate the rental of the facilities. This policy outlines the process staff will follow when completing a Civic and Community Center lease agreement.

B. ORGANIZATIONS AFFECTED

Civic Center Staff

C. DEFINITIONS

1. Civic Center Lease agreement – Lease Agreement between the City of Schertz and client outlining the terms of the agreement.
2. City – City of Schertz
3. Lessee – Person/Organization renting the facility.
4. Regular Rental - Lessee renting a facility at regular price.
5. Rental Space - Grand Ballroom, Bluebonnet Hall, Community Center, or North Center.
7. Celebration of Life – Gathering after a funeral. Maximum of 3 hours in the Bluebonnet Hall or Community Center only.
8. Damage Deposit – Sum of money paid in relation to a rented venue to insure it is returned in good condition.
9. Non-profit - All organizations that have a 501 (c) (3) status or a government agency. *Does not include private parties.
10. Expo – Showing and selling of goods open to the public.

11. Event Insurance – Public liability and property damage insurance issued by a reputable casualty insurance company naming the City of Schertz as a certificate holder or stakeholder under the policy in the following amounts: personal injury liability of not less than $500,000 for any one (1) injury; $1,000,000 for any one (1) accident; and property damage liability of not less than $100,000, unless otherwise stipulated in writing by the Civic Center. The City of Schertz shall be listed as a certificate holder. The insurance policy shall state that such insurance is primary, and the City’s existing coverage is noncontributory. Needed for ALL expos.

12. Certificate of Insurance – Public liability and property damage insurance issued by a reputable casualty insurance company naming the City of Schertz as a certificate holder or stakeholder under the policy in the following amounts: personal injury liability of not less than $500,000 for any one (1) injury; $1,000,000 for any one (1) accident; and property damage liability of not less than $100,000, unless otherwise stipulated in writing by the Civic Center. The City of Schertz shall be listed as a certificate holder.
holder. The insurance policy shall state that such insurance is primary, and the City’s existing coverage is noncontributory. Needed for all vendors.

13. Multi Day Discount – Must be 2 or more consecutive 12-hour days for a 25% discount off the room rate ONLY.

14. Self-Service Venues – Community Center and North Center; Lessee responsible for setup and restacking of chairs

15. Gym Use – Any recreational activity using the Community or North Center facility with limited, or no setup Monday – Thursday.
   a. Gym Hours: 12:00 p.m. – 10:00 p.m.
   b. Peak hours: 5:00 p.m. – 10:00 p.m.
   c. Non-peak hours: 12:00 p.m. - 5:00 p.m.

D. POLICY

1. Reservations for the Civic and Community Centers can be made up to 2 years in advance and MUST be no less than 14 days prior to the event. This does not apply to Gym Use.

2. To complete a reservation, a Lease Agreement and damage deposit must be signed and paid. Lessee must be at least 18 years old to sign a lease agreement.

   a) All rental fees and deposit must be paid in full per the terms of the agreement or the lease agreement will be terminated. No Refund.
   b) Any request for changes made less than forty-five (45) days prior to the event will be at the discretion of management and are not automatically approved.
   c) Following the event, if there is no damage to the venue or property and cleanup requirements are met, the damage deposit will be mailed back to the lessee approximately fifteen business (15) days after their event.

3. Fees are set and approved by the City Council. 501 (c) 3, multi-day users (must be a 12-hour rental) and frequent renters receive a 25% discount on the facility rental rates ONLY. Only one discount will apply per booking.

4. Non-Profit Comp’d requests from a renter must be emailed to civiccenter@schertz.com. A comp’d request form will then be routed to City Management for approval.

5. Evening functions occurring during the week (Mon-Thurs) must end no later than 10:00 p.m. and the building must be vacated no later than 11:00 p.m. Evening functions occurring on the weekends (Fri-Sun) in the Grand Ballroom must end no later than 12:00 a.m. (Midnight) and the building must be vacated no later than 1:00 a.m. Evening functions occurring on the weekends (Fri-Sun) in the other venues must end no later than 11pm and the building must be vacated not later than 12:00 a.m. (Midnight).
6. Day before setup - Only offered for the Grand Ballroom or the entire Civic Center for the hours of 8am-5pm. For decorating requirements, please see the Decoration Restrictions and Clean-up Requirements Outlined in the Civic Center Lease agreement. Only one discount will apply – 25% off or Day Before Setup.

7. Displays, activities, and guests are limited to the space listed in the Client’s Agreement. Any use of the common areas, including the sell or service of food or beverage in the lobbies and corridors is prohibited.

8. Private events with alcohol require a TABC permit and must be submitted 60 days prior to the event. A bartending service is strongly recommended. See also the Alcohol Policy outlined in the Civic Center Lease agreement.

9. Security will be provided through the Schertz Police Department and a $15.00 security coordination fee will be added to the rental fee. Police officers are $50.00 per hour per officer (higher rate on city holidays/observed) for a minimum of four (4) hours and are paid in cash the night of the event upon the officer(s) arrival. The officer(s) must stay until the end of your contracted time. See also Security Policy in the Civic Center Lease agreement.

10. Expos – ALL expos will be limited to two (2) events per calendar year. All reservation policies MUST be followed.

11. Gym Use - Community Center
   a) Reservations can be requested up to one month in advance and no less than 14 days prior to the desired start date.
   b) Lease agreements will be no longer than a one-month timeframe.
   c) Each lessee is limited to a maximum of one rental per week during peak hours for a minimum of 2 hours and a maximum of 3 hours.
   d) Each lessee will need to vacate the building promptly to ensure the next lessee can begin their activity on time. Late check-outs will result in a cancellation of the lease agreement.
   e) The gym is not available on City Holidays, Election days or during private events. Alternate venues will not be offered if dates are not available.
   f) Any cancellations will be subject to the City's cancellation policy.
   g) Gym Use fees will apply. Discounts will not apply to special rates.
   h) Any gym use involving sports activities will require proof of league insurance that reflects coverage for organized team practice activities or million-dollar liability insurance showing the City of Schertz as a Certificate Holder. Insurance verification can take up to 5 business days.
   i) Requests for reservations will be evaluated against room availability.

12. The use of any type of temporary sign is prohibited on or around the building.
13. Self – Serve Rooms
   - Only one (1) event permitted a day.
   - No layouts provided.
   - Tables and chairs are included.
   - Staff will set out tables and chairs. The client is responsible for arranging them to their liking.
   - HOA and Celebrations of Life are excluded.

14. Cancellation Policy
   All cancellations of contracted events must be submitted to the City in writing and will be subject to a $50.00 cancellation fee that will be deducted from any refunded deposits.
   - Deposits and any rental fees paid for any hall in the Grand Ballroom will be forfeited in full if an event is cancelled less than one hundred and eighty (180) days prior to the event.
   - Deposits and any rental fees paid for the Bluebonnet Hall will be forfeited in full if an event is cancelled less than sixty (60) days prior to the event.
   - Deposits and any rental fees paid for the Community Center and North Center will be forfeited in full if an event is cancelled less than sixty (60) days prior to the event.

15. Cancellation by City
   Violation by Lessee of any covenant, agreement, or condition contained herein shall be cause for termination hereof by the City, in which case Lessee shall be entitled only to refund of the unused portion of any payment made by it. In addition, City may likewise cancel this Agreement if Lessee should, prior to the date of occupancy hereunder, violate any covenant, agreement, or condition in any other agreement which Lessee might have for lease of any other City facilities. City reserves the right to cancel this Agreement at any time, e.g. before, during, or after any emergency situation deemed by City. At such time, notification will be made by telephone or most expedient method reasonably available. City shall not be liable or responsible to Lessee for any damage or inconvenience caused thereby, provided that Lessee shall be refunded the unused portion of payments made by it.

16. Deposit Refunds are processed approximately 15 business days after the event. A check will be mailed to the name and address on the lease agreement.
DECORATION RESTRICTIONS AND CLEAN-UP REQUIREMENTS

The damage deposit may be forfeited if the decoration restrictions and clean-up requirements are violated.

PROHIBITED ITEMS:

- Loose glitter, confetti, or rice – including inside balloons. Glitter on decorations/attire is acceptable.
- Food is not allowed in the Private Suite.
- Nails, thumb tacks, and push pins – any items that may be driven into walls or floors.
- Masking Tape, two-sided tape or any material that may hang on walls/air walls.
- Use of hot glue guns to attach decorations to walls/tables/chairs is strictly prohibited.
- Bird seed/grains or any materials that will not sweep up.
- Pyrotechnics, fog machines, sparklers, or open flame (without enclosure)
- The suspension of any materials from the ceiling – unless a licensed company provides the City with a certificate of insurance showing the City of Schertz as a shareholder.

CLEAN-UP REQUIREMENTS:

- Tables/Chairs must be wiped down of visible spills.
- Broom sweep trash/litter into one pile. If debris is big enough to pick up, you must place it in a receptacle.
- Remove all personal items from the Kitchen/Restrooms/Lobby/Room
- Place all trash in receptacles provided.
- Kitchen should be left in the same condition you found it – appliances/counter tops must be wiped down.
- Mop up any spills with the mop provided.
- Civic Center kitchens will be closed two hours prior to the end of the event – food can be moved to serving tables to snack on.
- Kitchen trash removal is the responsibility of the lessee/caterer.
- See Caterers Use Policy for additional guidance.

GENERAL GUIDELINES:

- Parking is for guests only. Overnight parking is prohibited.
- All ice chests/kegs are prohibited at the Civic Center.
- All vendors must have liability insurance showing the City of Schertz a stakeholder.
- All tables must be covered during events with food as well as Expo events.
- Cloud machines that use dry ice with water are permissible with liability insurance.
- Clean up requirements are for both inside and outside the building.
- No smoking allowed in the building – Designated smoking areas (two) are outside.
- Moving furniture in the lobby is prohibited.
- The last dance shall be no later than five minutes before the party ends.
- All lights will turn on one hour prior to the contracted check out time.
- The building must be left in the same condition in which it was found – inside and outside.
- Events cannot interfere with another event. Events must remain inside leased rental space.
- Doors must remain closed during party hours unless the entire Civic Center has been leased.
Displays, activities, and guests are limited to the space listed in the Client’s Agreement. Any use of the common areas, including the sale or service of food or beverage in the lobbies and corridors is prohibited.

Lessee is required to remove all personal effects and decorations from the facility.
SCHERTZ CIVIC CENTER CATERERS’ USE POLICY

Use of Premises:
Loading and unloading must take place at the dock doors nearest to the kitchen rented. Unloading in the lobby is strictly prohibited. All equipment must be transported through the service corridors. The loading dock is an unsecure area, no storage is allowed on or near the loading dock. Vehicles must be moved from the designated loading areas immediately after unloading or loading. The loading dock shall not be utilized for food service, preparation, or any other purpose.

Lessee/Caterer agrees to return the kitchen and serving areas to the same condition as they found them at least 2 hours prior to the event ending. Remaining food can be moved to serving tables if desired. All items must be removed within the reserved time as expressed in the client’s lease agreement. Items not removed are subject to collection and disposal, donation, or used for any purpose by the Civic Center without liability.

All tables for food or beverage service must be covered to protect tables from spills and/or stains. Do not tape, tack/staple, Velcro, or affix any material to the walls, chairs, tables, doors, or any part of the premises. No open flame, except for Chafer Sternos, shall be permitted in the rental facilities. Any flame must be contained in a fireproof container.

The Civic Center is a non-smoking building. Smoking is strictly prohibited in the facility or the loading areas.

Exits, halls, sidewalks, or entrances shall not be blocked. Service corridors, exits, and fire extinguishers, including signs, must be unobstructed and always visible. Caterer shall not permit any caterer-owned equipment or displays to remain in such areas.

Clean Up:
Lessee/Caterer is responsible for placing all food, trash, garbage, and debris generated by the caterer into outside dumpster(s) provided by the Civic Center. Warming or flame devices must be extinguished and disposed of properly. Sternos must be removed by the lessee/caterer and not disposed of at the Civic Center. Grease or other debris should not be poured into drains. Grease should be disposed outside the Civic Center in the grease bin. Lessee/Caterer is further responsible for turning off equipment, as well as cleaning the kitchen equipment, and service and loading areas used to facilitate events. Cleaning includes, but is not limited to sweeping, cleaning counters and tables, refrigerator emptied and cleaned. Cleaning supplies and trash liners will be provided by the Civic Center. Boxes must be flattened and stored in designated areas only. Failure to clean and dispose of all food and beverage in accordance with this policy or inadequate cleaning and disposal of food and beverage products requiring Civic Center staff to either correct the deficiencies or engage a third party to do so will result in the assessment of cleaning charges against the lessee’s damage deposit.
**Employees:**
Employees of vendors must be identifiable by a uniform, name tag or badge. Caterer is responsible for the conduct, action and damages of any personnel hired by, retained, or associated with Caterer. Identifiable employees of licensed caterers and vendors are restricted to kitchen facilities, service halls, and restrooms.

**Alcohol Service:**
Alcohol service may only be dispensed according to Texas Alcoholic Beverage Commission (TABC) rules and regulations. “Last Call” must be given (15) minutes prior to the event end to ensure guest safety while exiting the facility. No alcohol may be brought on the premises or taken out of the facility by any guests or invitees of client (NO BYOB). If alcohol is brought on the premises by a guest, the Civic Center reserves the right to discontinue all alcoholic beverage services or to close the event. NO refund will be given.

**Permits/Insurance:**
The caterer shall obtain and maintain all applicable permits and certificates required by the City and State and shall comply with all City and State laws. Caterer must furnish the Civic Center with a copy of required licenses and permits.

The following insurance requirements must be met and submitted to the Civic Center with signed contract: Public liability and property damage insurance issued by a reputable casualty insurance company acceptable to the Civic Center naming the City of Schertz as a certificate holder with the following amounts: Personal injury liability of not less than $500,000 for any one (1) injury: $1,000,000 for any one (1) accident: and property damage liability of not less than $100,000, unless otherwise stipulated in writing by the Civic Center. The insurance policy shall state that such insurance is primary insurance and the City’s existing general liability coverage shall be considered excess coverage. The certificate must provide coverage for all risks including workers' compensation.

**Additional Conditions:**
Additional terms and conditions apply to the use of the Civic Center. Lessee is responsible for providing Caterer and other vendors such terms.
It is City policy that renters of City facilities must provide security under certain circumstances when renting these facilities. Security will be required for all City rental facilities under the following circumstances unless waived in writing by the Police Chief or Parks Director:

- When alcohol is present.
- When the guest count exceeds 150
- When the Civic Center staff deems it is in the best interest of the City to ensure the safety of those using the facility or in the best interest of the City facilities.

Any renter may request security for their event for any reason and they will be subject to the Event Security Guidelines below.

**Event Security Guidelines:** It is the responsibility of the Schertz Police Department to provide security at all City facilities. The number of officers required at any facility will be determined using the following guidelines:

<table>
<thead>
<tr>
<th>Alcohol on Premises</th>
<th>Alcohol NOT on Premises</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Attendees</strong></td>
<td><strong>Officers Required</strong></td>
</tr>
<tr>
<td>1 – 150</td>
<td>1</td>
</tr>
<tr>
<td>151 – 350</td>
<td>2</td>
</tr>
<tr>
<td>Over 351</td>
<td>3</td>
</tr>
</tbody>
</table>

The City reserves the right to increase the number of officers required when it is in the best interest to ensure the safety of those using the facility or in the best interest of the safety of the community.

All events with alcohol will require a Texas Alcohol Beverage Commission licensed bartender to serve all alcohol. The bartender(s) must have their license/driver’s license with them at the time of the event. Lessee shall comply with any Texas Alcoholic Beverage Commission rules and utilize a third-party retailer to obtain any necessary TABC permits for the duration of the event. All TABC permits must be turned in to the Event Coordinator sixty (60) days prior to the event. The only person that may provide alcohol is the lessee or the third-party retailer. It is recommended to use a bartending company, however, a TABC permit will be permitted as that person will be the individual serving the alcohol. No alcohol may be brought on the premises or taken out of the facility by any guests or invitees of client (NO BYOB). If alcohol is brought on the premises by a guest, the Civic Center reserves the right to discontinue all alcoholic beverage services or to close the event. NO refund will be given.

If alcohol is present when it was stated on the contract alcohol would not be present, the event will be shut down. If an inaccurate headcount was provided and exceeds more than fifty (50) additional people than the
reported guest count, the event may be shut down. In addition to the facility deposit, the rental fee will not be refunded if the event is shut down for any reason.

**Security Cost:** The cost for security is a minimum of four (4) hours at fifty dollars ($50) per hour, per officer. If the event takes place on a City holiday (actual or observed), the cost for security is a minimum of four (4) hours at seventy-five dollars ($75) per hour, per officer. This hourly rate is subject to change. There is a $15 security coordination fee per event. The contract will be submitted to the Event Security Coordinator for review. Payment for the security will be made to the officer(s) upon their arrival at the event in cash. Should payment not be rendered at that time, the City reserves the right to immediately cancel the event resulting in the forfeiture of all deposit(s) and rental payments.