

**BROOKSHIRE CIVIC CENTER
RESERVATION AND USE POLICIES**

1. The Brookshire Civic Center may be reserved for public use when the City of Brookshire programming is not scheduled.
2. Reservations may be made up to twelve (12) months in advance.
3. Rental Cost of rental of Civic Center will be as set forth in the Schedule of Fees attached hereto which may from time to time be amended by City Council.
4. Except as set forth elsewhere for teenage events, a police officer must be present for events with 100 or more people in attendance plus an additional police officer for every additional 100 in attendance.
5. A cleaning deposit is required for any and all functions.
6. The applicant is responsible for the following list of items not included in the cleaning fee:
 - * All trash, decorations and garbage must be placed in plastic bags and carried out of the building and placed in the dumpster at the rear of the building. All debris around the outside of the building must be cleaned as well. Replace used plastic bags with new ones in trash containers.
 - * The tables and chairs are to be cleaned and placed in the original location.
 - * Refrigerator, kitchen counters, stove tops, ovens and sinks must be cleaned.
 - * All large debris on floors must be swept and removed.
 - * Full lot clean up.
7. The key must be returned to the police department immediately after the event is over and the required cleaning is complete.
8. The key must be picked up from and returned to the Brookshire Police Department, 5100 Highway 90, Brookshire, Texas 77423.
9. Deposit will be refunded only after an inspection by the rental coordinator and it is determined that all requirements of this agreement have been met and there is no damage. If any of the cleaning requirements of the agreement are not met the cleaning deposit will be forfeited.

10. Damage to the building, furniture, floors, etc. will result in a forfeit of the deposit for necessary repairs.
11. All deposits and fees are required at the time of reservation, if reservation is made less than three (3) weeks prior to the event. Reservations made at least one month prior to the event will only require the deposit to reserve the date. Remaining balance must be paid in full no later than two (2) weeks prior to the event.
12. Cancellations must be made in writing. Cancellations made three weeks prior to the event will be totally refunded. If reservations are cancelled less than three weeks before the scheduled event, only the deposits, security and cleaning fees are refundable.
13. All teenage functions shall have one (1) adult chaperon per twenty (20) students. Police officers will be required at the discretion of the City Secretary and Chief of Police.
14. All teenage dances (open to the public) shall be governed by the following regulations.
 - * Two police officers shall be present at all times during the dance and until the band or DJ has left the building or the applicant has finished cleaning the center, whichever is later.
 - * A minimum of eight adults (21 years of age or older) are required to sign the liability agreement guaranteeing against damage to the building.
15. No profanity or fighting is allowed in the building or on the premises. Your event will be shut down if either of these infractions occurs.
16. Any individual, group or organization may have no more than two (2) reservations on the books at any given time without the Mayor's approval.
17. Fire safety to be observed:
 - * Use of open flame is prohibited. Candles with globes attached may be used.
 - * Electrical extension cords and decorations must be UL approved.
 - * Exits, corridors and hallways must be free of obstructions. Exit doors cannot be locked or blocked.
 - * Smoking is not permitted inside the building.
18. When using the outside area of the civic center, this only includes civic center

property. Use of the alleyway and roadways are strictly prohibited.

19. Throwing rice, confetti, birdseed, etc. is prohibited on the premises with the exception of birdseed only may be thrown outdoors.
20. All persons are restricted to the rental area. Supervision of children is the responsibility of the person renting the facility.
21. The City of Brookshire assumes no responsibility, financially or otherwise for any commitments, accidents or injuries sustained by individuals or groups while using the building. Sub-leasing of the facility or any portion of the facility is not permitted.
22. The City of Brookshire shall have the authority to bring in priority functions from time to time, which may necessitate the cancellation of activities previously scheduled. This will only be done, however, on special occasions of extreme importance.
23. All designated parking areas shall be observed. It is the responsibility of the applicant to make sure all parking is in the designated parking areas only.
24. Rental of the civic center can begin as early as 8:00 a.m. on the day of the rental. All rentals consist of 10 hours with the latest time of ending an event being 12:00 a.m. (midnight). The ten (10) hours includes set-up time. There are to be no activities at the civic center between the hours of 12:00 a.m. and 8:00 a.m.; provided, however, the applicant will be allowed to clean the center for one hour after the end of an event, not to exceed 1:00 a.m.
25. Reservations must be made at least 72 hours in advance. The civic center cannot be rented with less than 72 hours request.
26. A reserve or regular police officer of the Brookshire police department may be present at any event as deemed necessary.
27. Food preparation and service must be restricted to the tiled areas. No food or drinks are allowed on the dance floor. No glass bottles allowed.
28. Nothing will be placed on the walls, floor, windows, etc. that could cause

damage. All tape, ticky-tack and any other items used to decorate must be removed. A minimum of \$75.00 of the damage deposit will be charged for non-compliance.

29. For events involving admission fees or vendors or booth rentals, Applicant shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of \$500,000.00 (five hundred thousand dollars), naming the City as additional insured, which shall protect City of Brookshire, its officials, officers and employees against all liability or claims due to injury to person or damage to property occurring in or about the premises.
30. Applicants who will be selling food on the premises must obtain a certificate from the city health inspector prior to the beginning of the event. All food and beverages served or possessed on city property must be adequately protected from flies, dust, vermin, and spoilage; and kept in a sanitary condition, pursuant to Texas Health and Safety Code.
31. Noise that under the circumstances of time, place, and manner in which it is produced is audible or perceptible, unreasonably loud, disturbing and unnecessary and reasonably calculated to cause material distress, discomfort or injury, or be detrimental to the life or health, to a reasonable person of normal sensitivities are prohibited.
32. No person may create a nuisance or other condition prejudicial to the public health and safety. A person's failure to adhere to any policy provision or any local, state, or federal law may result in forfeiture of event registration and future events. Each person on City premises shall comply with all other local, state, and federal laws. All events are subject to inspection by Brookshire Police Department.
33. No alcohol beverages are allowed on the premises.

**BROOKSHIRE CIVIC CENTER
FACILITY USE APPLICATION**

Instructions: Please read the Reservation and Use Policy and this application carefully. By submitting a Facility Use Application, you understand and agree to its terms. Applicants must submit this form in person to Brookshire City Hall, 4029 Fifth St., Brookshire, Texas 77423.

DATE OF APPLICATION: _____

NAME OF APPLICANT/ORGANIZATION:

Note: (Applicants acting as an agent for an organization must provide the capacity in which applicant serves the organization).

ADDRESS:

PHONE (WORK): _____ **PHONE (OTHER):** _____

EMAIL ADDRESS: _____

Below, please provide the following information about the reservation requested

1. Date(s): _____

2. Hours of Event (must include all necessary set up and clean up)

Start time: _____ a.m./p.m. Finish time: _____ a.m./p.m.

Note: For reservations lasting more than one day in duration, please provide the relevant hours of event for each day:

Start time: _____ a.m./p.m. Finish time: _____ a.m./p.m.

3. Residency: Are you a resident of the City of Brookshire?

(Check one) _____ YES _____ NO

4. Type/Purpose of Reservation: Please check relevant types/purposes:

_____ Individual

_____ Noncommercial organization (ex: 501(c) (3) corporation)

_____ A for profit corporation or other business

Note: this includes events sponsored by businesses or other organizations that require participants to "pay to play," including, but not limited to athletic training sessions or other memberships for which entrance or dues are a prerequisite to participation.

If you checked this box, you must provide proof of liability insurance with this form.

5. Will there be any vendors, booth rentals, etc.?

(Check one) _____ YES _____ NO

If yes, please provide number and types of vendors that will be present:

6. Will there be a charge or fee for admission? (Check one) _____ YES _____ NO

If no, please describe the basis upon which persons may or may not be admitted:

7. Will you have any equipment (i.e., tents, tables, cooking grills or pits, athletic equipment, etc.)?

(Check one) _____ YES _____ NO

If yes, provide general descriptions of such equipment:

APPLICANT'S AGREEMENT TO POLICY TERMS & CONDITIONS; SIGNATURE:

1. I, Applicant, am 18 years or older and have read and received a copy of the City Of BROOKSHIRE CIVIC CENTER RESERVATION AND USE POLICIES, have completed the FACILITY USE APPLICATION, and agree to abide by each provision stated therein.
2. I understand and certify that if I am an agent of an organization seeking a reservation that I am authorized to act as a representative of the applicant organization in this capacity.
3. I understand that failure to abide by each of the provisions herein may result in a cancellation of a future or existing reservation, as well as the City prohibiting me from requesting reservations in the future. I understand these statements are also valid for any minors that I allow to participate in the activities while on City premises.
4. I understand that I will be held responsible for any damage to said Civic Center Facility or for the loss or damage to any fixture or other equipment therein or to the adjacent lot.
5. I understand that I shall assume all responsibility to supervise and control the behavior of all participants and/or spectator at the indicated activity.
6. I shall agree that no alcohol is to be in or on the premises.
7. I understand and agree that cancellations must be made in writing and that cancellations made three weeks prior to the scheduled event will be totally refunded. I further understand and agree that if reservations are cancelled less than three weeks before the reservation begins, only the damage, key, and cleaning deposits are refunded.
8. I understand that all events are subject to inspection by Brookshire Police Department. I give permission for the City of Brookshire to photograph me for future use in future publicity without compensation. This form shall be considered valid until canceled or changed in writing by the undersigned participant/guardian.
9. In case of an emergency, I give permission for medical treatment.

10. I SHALL AGREE TO HOLD HARMLESS THE CITY OF BROOKSHIRE, ITS OFFICERS, AGENTS, EMPLOYEES, AND STAFF, FROM ANY AND ALL COSTS, FEES, EXPENSES (INCLUDING ATTORNEY FEES, MEDICAL, AND AMBULANCE COSTS) AND CLAIMS OF LIABILITY, LOSS, OR DAMAGE TO ANY PERSON OR PERSONS WHICH MAY ARISE WHILE PRESENT ON OF SAID FACILITIES.

My signature acknowledges that I understand and agree to the above conditions.

Applicant Signature

Date

Printed Name

OFFICE USE ONLY

APPROVED BY:

Signature

Date

Additional Signature (if required)

Date