

**POLICIES and PROCEDURES
FOR USE OF CITY OF STAFFORD, TEXAS
STAFFORD CENTRE**

I. POLICY

- 1.01 The City Council of the City of Stafford, Texas, shall make the Stafford Centre available, on a nondiscriminatory basis, to all groups of citizens, not-for-profit organizations, for-profit organizations, and visitors for the purposes and uses that are in keeping with the nature and stature of the facilities. The requirements contained herein are intended to implement such policy while providing necessary safeguards to protect the facility and its furnishings.
- 1.02 The Director may impose such additional conditions for use of the Stafford Centre as may be necessary to ensure compliance with the purposes of these Policies.

II. DEFINITIONS

- 2.01 The following words, terms, and phrases, when used in these Policies, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Applicant shall mean a person who applies to the Director for occupancy of a facility.

Approved applicant shall mean an applicant whose application for use of a facility has been considered and approved by the Director, but who is not yet a licensee as herein defined.

Caterer shall mean any person, firm, or organization, approved by the Director, who sells or serves or intends to sell or serve food and/or beverages at the Stafford Centre.

Director shall mean the Director of the Stafford Centre of the City of Stafford, or his or her designee.

Event shall mean any type of function or activity for which a facility may be occupied.

Facility or *Facilities* shall mean the Stafford Centre Convention Center, the Stafford Centre Performing Arts Theatre, or a parking facility, event field, or open space on the grounds of the Stafford Centre, or any part or parts thereof.

Fireworks shall mean any composition or device designed to produce a visible or audible effect by combustion, explosion, deflagration, or detonation, such as

firecrackers, cannon crackers, skyrockets, torpedoes, Roman candles, sparklers, squibs, fire balloons, star shells, gerbs, or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display, and such term shall include all articles of substances within the commonly accepted meaning of fireworks, whether specifically designated and defined herein or not.

For-profit event shall mean an event at the Stafford Centre sponsored by an individual, group, or entity for any purpose other than a social or a not-for-profit event.

For-profit licensee shall mean an organization or company legally structured as a profit-making entity or an individual producing an event for the purpose of profit-making.

Licensee shall mean an approved applicant who has entered into a license agreement and has submitted any required deposit(s) or paid the rental fee; provided, however, the term shall not include any person whose license agreement has been terminated or cancelled.

Not-for-profit event shall mean an event at the Stafford Centre sponsored by an entity organized for religious or not-for-profit purposes that holds a determination letter from the Internal Revenue Service that it is exempt from taxes under section 501(a) of the Internal Revenue Code of 1986, as amended, by virtue of section 501(c)(3); a church or a convention or association of churches within the meaning of section 170(b)(1)(A)(ii) of the Internal Revenue Code of 1986, as amended; or an entity listed in Internal Revenue Service Publication No. 72, *Cumulative List of Organizations Described in Section 170 (c) of the Internal Revenue Code of 1986, as amended*. The term also includes the State of Texas and the United States of America and their agencies and political subdivisions. Current and legal documentation identifying the status of any such organization will be required.

Occupy or *Occupancy* shall mean that the licensee, his agent, employee, contractor, subcontractor, or any patron of the licensee's event, is physically present within the Facility.

Parking facility shall mean any of the Stafford Centre surface parking lots.

Rental fee shall mean the total of all charges prescribed in this Policy for the use or occupancy of a Facility.

Social event shall mean an event at the Stafford Centre sponsored by an individual or group of individuals for the purpose of conducting a party, wedding, personal celebration, or similar social event that does not charge a fee for admission and is not open to the public.

Stafford Centre shall mean the City of Stafford, Stafford Centre, located at 10505 Cash Road, Stafford, Texas 77477, and its Facilities, including the Convention Center, Performing Arts Theatre, and associated parking areas, event fields, and open spaces.

TABC shall mean the Texas Alcoholic Beverage Commission.

User shall mean any person, firm, or organization that makes use of the Stafford Centre.

III. LICENSE AGREEMENT

- 3.01 No person, firm, or organization shall use or occupy any portion of the Facility prior to and without having executed a License Agreement approved by the Director.

IV. PROCEDURE FOR RESERVING THE STAFFORD CENTRE

- 4.01 The Stafford Centre shall be available to all users, on a first-come, first-served basis. Applications may be filed with the Director not more than 365 days prior to the date of the event; provided, however, applications for large-scale events, recurring events, and events of multiple-day duration may be accepted and approved by the Director more than 365 days prior to the date of the event.
- 4.02 All applications for use of the Stafford Centre shall be filed with the Director. The Director shall establish the form of the application and the necessary information required therein. Such information shall include the disclosure of any nudity, profanity, excessive violence, or other conduct that may be viewed in the community as offensive, in the event, performance, activity, or exhibit. The Director shall notify an applicant, within ten (10) working days of the receipt of an application, of the availability of the Stafford Centre for the date(s) requested.
- 4.03 The date or dates of the event applied for will not be reserved until the application, along with a non-refundable rental deposit, are received and approved by the Director. The amount of the rental deposit shall be one-half (1/2) of the base rental fee. .
- 4.04 Applicants shall be required to execute a License Agreement and to pay the balance of the rental fee and security deposit, in full, not less than **THIRTY (30)** days prior to the date of occupancy of the scheduled event. The content and scope of the License Agreement shall depend on the type, size, duration, and nature of the event to be scheduled. The minimal requirements for the most limited and unsophisticated events shall be as set forth in the short form of the License Agreement attached hereto. Applicants for sophisticated, large-scale events, or events posing particular risks to the Facilities or patrons, and all events scheduled at the Performing Arts Theatre, shall be required to execute and comply with the

requirements set forth in the long form of the License Agreement attached hereto. For those events between the most simple and the most comprehensive, the Director, with the assistance of the City Attorney, shall add to the short form License Agreement such relevant provisions from the long form as shall be necessary to reasonably protect the City, the Facilities, the Licensee, and the patrons of the event, and properly regulate and/or limit the activities for which the Facility is occupied.

4.05 Reservations for use on recognized holidays, shall be determined by the Director.

V. FEES

5.01 Rental Fees: Rental fees for the use of the Stafford Centre shall be in such amounts as shall be established from time to time by the City Council. Rental fees may vary, depending upon the physical set up of the Stafford Centre. Any change in fees by the City Council shall not affect events previously reserved.

5.02 If the event is scheduled within the thirty (30) days prior to the event date, the payment of any fee, charge, or deposit must be in the form of cashier's check or money order.

5.03 Forfeiture of deposits: If Licensee shall cancel the scheduled event or change an event date, the non-refundable rental deposit and that portion of any security deposit or additional fees deposit necessary to offset any expense incurred by City on behalf of the Licensee or for any damage to the location caused by Licensee, shall be forfeited, unless a refund is approved by City Council.

5.05 Additional Fees: Fees for additional services may be imposed by the Director as outlined herein. All ticketed events or events charging an admission fee shall include a surcharge on each ticket or admission fee for parking. Equipment Fees shall be charged for certain equipment requested by and to be utilized for the Licensee's event (as stated in the License Agreement). A Staffing Fee shall be charged to reimburse the City for use of its personnel over and above the use included within the rental fee. These additional fees shall be in such amounts as shall be established from time to time by the City Council and may vary, depending upon the physical set up of the Stafford Centre.

5.06 The City reserves the right to require that a percentage of gate receipts be paid to the City as a rental fee for an event for which an admission fee is charged. The amount of such fee (percentage of gate receipts) shall be as established by the City Council and, further, shall be as set forth in the License Agreement. (Eric: Is this in lieu of the rental fee? Is it included in the fee schedule?)

VI. SECURITY

- 6.01 At least one (1) uniformed police officer, employed by the Stafford Police Department, shall be in attendance at the Facility at all times that there is an event or events occurring at the Stafford Centre after 5:00 p.m. on weekdays, on weekends, on holidays, and at any time that alcoholic beverages are served. Provided, however, this requirement may be waived by the Director for uses by governmental entities and for events that occur during regular City business hours, if the Director determines that such security is unnecessary. The Director may require Licensee to employ additional police officers or security personnel for a particular event. All security personnel used at the Stafford Centre shall be approved by the Director. All costs and payments for police officers and security personnel shall be the responsibility of the Licensee.
- 6.02 Chaperons for Youth Events: Events planned for youth participation shall be accompanied by not less than one (1) adult chaperon for every twenty-five (25) children. For the purposes of this section, “children” shall mean any person under eighteen (18) years of age, and “adult chaperon” shall mean any person over twenty-five (25) years of age.

VII. SECURITY DEPOSIT

- 7.01 A security deposit shall be required for all events other than events sponsored by a governmental entity. The amount of such security deposit shall be established in accordance with the schedule of fees and deposits adopted by the City Council. Provided, however, in the event the proposed event is to include activities which, in the opinion of the Director, create risks to the Facility or furnishings, or necessitate additional custodial services, the Director shall be authorized to require such additional amounts for the security deposit as the Director deems commensurate with such risks or anticipated additional services.
- 7.02 The security deposit shall be used to repair, replace, or pay for any property that is damaged or destroyed by the Licensee or any participant, patron, or invitee at the event. The Director may hold such deposit for such period of time as is necessary to determine the full extent of damages and to make all repairs and/or secure replacement of damaged property.
- 7.03 The security deposit, or a portion thereof, may be retained by the City as compensation for use of the Stafford Centre facility, property, personnel, or for usage fees incurred by the Licensee after the license term has expired. The security deposit will be held until the Director determines that all security officers and other fees have been paid.

VIII. SIGNS

- 8.01 Licensee shall not post, exhibit, or allow to be posted or exhibited, any sign, advertisement, show bills, lithograph, poster, or card of any description, inside or outside any building or structure, or at any other location on the Facility, without

the prior written authorization of the Director. Licensee agrees to immediately remove all unauthorized signs, advertisements, show bills, or other similar materials. In the event Licensee shall fail to remove such unauthorized material, the City shall be authorized to remove and dispose of same.

IX. ALTERATIONS

9.01 Licensee shall not cause or allow any nails or any other hardware to be driven into any portion of the Stafford Centre, or cause or allow any changes, alterations, repairs, painting, or staining of any part of the Stafford Centre, its furnishings, or the equipment thereof, or do, or allow to be done, anything that will damage or change the finish or appearance of the Stafford Centre or the furnishings thereof. **Tape and other adhesive materials shall not be applied to walls or other surfaces without the prior written approval of the Director. All products or balloons that could rise to the ceiling because of the product's physical properties are prohibited, without express written consent of the Director.**

X. SEATING CAPACITY

10.01 In no event shall the number of persons in attendance at a meeting, dinner, concert, show, exhibition, or other event be in excess of the designated area capacity as determined by the City's Building Official and/or Fire Marshal.

XI. AISLES AND ALL ACCESS CLEAR

11.01 Licensee shall not allow chairs, movable seats, or other obstructions to be or remain in the entrances, exits, or passageways of the Stafford Centre, and will keep same clear at all times. No portion of the sidewalk, entries, passage, vestibules, halls, elevators, or ways of access to public utilities of said Stafford Centre shall be obstructed by Licensee or used for any purpose other than for ingress and egress to and from the Licensed Premises. The doors, stairways, or openings that reflect or admit light into any place within the Stafford Centre, including hallways, corridors, and passageways shall not be obstructed by Licensee without the prior written approval of the Director.

XII. CLEAN UP

12.01 All users shall return the Stafford Centre and its furnishings to the same condition as when received, ordinary wear and tear excepted. Before leaving the premises, the user must remove all decorations, personal belongings, and equipment not owned by the City.

XIII. NONCONFORMING EVENTS

13.01 An event, performance, activity, or exhibit, which is likely to create an unreasonable risk of injury or damage to the Facility, the Licensee, or patrons

thereof, or any event that has been scheduled due to false or misleading information provided by the user shall be rejected or cancelled.

- 13.02 The Director shall cancel any License Agreement if an event, performance, activity, or exhibit being promoted or sponsored by the License has been declared obscene by a court of competent jurisdiction.
- 13.03 Use of the Stafford Centre to accommodate child-care groups for day care or nursery uses will not be permitted.
- 13.04 No regularly scheduled or recurring not-for-profit event shall be permitted at the Stafford Centre that would result in recurring occupancy of the Facility over a period in excess of four (4) consecutive months, unless otherwise authorized by City Council.

XIV. CONCESSIONS

- 14.01 The City reserves the right to regulate or prohibit the sale of any beverage, food, souvenir, or other merchandise on the Stafford Centre premises. Concession rights may be granted in a Licensee Agreement with the user.
- 14.02 A flat fee, in consideration of permitting the sale of merchandise, food, or beverages, or a fee based on a percentage of sales therefrom, may be imposed by the City. The amount of any such fee shall be as from time to time established by the City Council and, further, shall be set forth in the License Agreement.

XV. CATERERS

- 15.01 A Licensee may select caterers to provide food and non-alcoholic beverages for an event. However, all caterers must be approved through standard criteria and must execute an agreement committing to uphold the rules, regulations and policies of the Stafford Centre. To maintain the right to provide food and non-alcoholic beverages at the Stafford Centre, caterers must remain in good standing with the City, as evidenced by the Director's reports.
- 15.02 No caterer shall be permitted to use the Stafford Centre if such caterer has failed in the past to comply with the terms and provisions of any agreement with the City, or any rule, regulations, or policy applicable to the Stafford Centre.
- 15.03 All tables must be covered with tablecloths when food or drink of any kind is served.
- 15.04 Caterers shall be obligated to provide the Director with the proper financial documents/records that accurately specify the costs of the food and beverages provided to Licensee and that may be susceptible to the catering fee provided in the agreement between the City and caterer, as set forth in the schedule of fees

adopted by City Council. Caterers, along with the Licensee, shall be responsible for paying the catering fee to the City as it relates to the event and the Licensee they are serving.

15.05 NO EXTRA COOKING DEVICES, (OVENS, ETC.) SHALL BE BROUGHT INTO OR UPON THE PREMISES OF THE STAFFORD CENTRE WITHOUT THE WRITTEN PERMISSION OF THE DIRECTOR.

15.06 COOKING OUTSIDE THE FACILITY (PARKING LOT, EVENT FIELDS, DOCKS, ETC.) IS PROHIBITED WITHOUT THE PRIOR WRITTEN PERMISSION OF THE DIRECTOR.

XVI. FOOD AND BEVERAGES

16.01. Licensee shall submit, or cause to be submitted, to the Director, for his/her review and approval, a Food and Beverage Plan, which describes in detail any and all food and beverages that will be served or made available at an event. Food and beverages that, in the opinion of the Director, may result in stains or damage to the Facilities, or its furniture or fixtures, shall be prohibited.

XVII. ALCOHOLIC BEVERAGES

17.01 Events that include the SALE or DISTRIBUTION of alcoholic beverages shall be conducted under the laws of the State of Texas and the rules and regulations of the TABC. The Stafford Centre retains the exclusive right for all sales and distribution of alcoholic beverages within and upon the Facilities.

17.02 Observance by any police or security officer on duty, at an event at which alcoholic beverages are served or consumed, of the continued serving thereof to an intoxicated person shall entitle such officer to immediately prohibit the further serving of alcohol to any person.

XVIII. FIREWORKS

18.01 A fireworks display permitted under Section 9-151, *et seq.* of the Code of Ordinances of the City may be allowed, with the prior written approval of the Director, in the parking areas, event fields, or open spaces of the Stafford Centre. Fireworks shall be prohibited within any building or structure of the Facility.

I. DECORATING

19.01 No decoration of any type shall be attached to the ceiling, covered walls, or furnishings within the Stafford Centre, or to fixtures therein. NO GLITTER or DECORATIONS CONTAINING GLITTER shall be permitted within the

Stafford Centre. NO TYPE OF CONFETTI shall be used in decorating the Stafford Centre. No throwing of CONFETTI, RICE, OR BIRDSEED shall be allowed within the Stafford Centre or upon the grounds thereof. NO OPEN FLAME CANDLES shall be permitted; however, candles may be used for ceremonial purposes with prior consent of the Director, and subject to such safeguards as deemed appropriate by the Director.

19.02 The Stafford Centre reserves the right to exclude certain exhibit and/or decorating material that, in the opinion of the Director, creates an unreasonable or unnecessary risk of injury or damage to persons or property.

XX. INSURANCE

20.01 A Licensee, concessionaire, and/or caterer shall be required to maintain and provide proof of liability insurance with such coverages, limits, terms, and conditions as follows:

A. Licensees. Prior to the time Licensee is entitled to any right of access to or use of the Licensed Premises, Licensee shall procure, pay for, and maintain, with respect to the use of the Licensed Premises, for the duration of the License or any extension thereof, General Liability Insurance, issued by a company or companies qualified to do business within the State of Texas, showing the City as an additional insured, in the minimum amount of \$500,000.00.

The Director may waive the foregoing requirement that the Licensee procure and maintain General Liability Insurance, if the scheduled event is so limited in size, scope, and duration, that the potential risk of injury and/or damage is minimal. Such insurance requirement may only be waived for small, simple, and unsophisticated (no alcoholic beverages available) social events.

B. Concessionaires/Caterers. Licensee will provide or cause to be provided to the Director, insurance policies or a Certificate of Insurance providing that the Concessionaire/Caterer has in force and effect insurance as follows (all of which shall show the City as an additional insured):

1. Workers' Compensation Insurance as required by law;
2. Employer's Liability Insurance in an aggregate amount of not less than 100,000.00;
3. Comprehensive General Liability Insurance in an amount of not less than \$500,000.00 per person for bodily injury and not less than \$100,000.00 for each occurrence of property damage with not less than a combined single limit of \$500,000.00;
4. Product Liability Insurance, Liquor Liability Insurance, and Vehicle Liability Insurance, each in an amount not less than

\$500,000.00 per person for bodily injury and not less than \$100,000.00 for each occurrence of property damage with not less than a combined single limit of \$500,000.00; and

5. An Umbrella Liability Insurance Policy furnishing coverage of not less than \$1,000,000.00.

XXI. APPEAL

21.01 Any interested person who is aggrieved by a decision of the Director made under these Policies, regarding the rental or use of the Facilities, may request a hearing before City Council by filing a written request, addressed to the attention of the City Secretary of the City, within ten (10) days of receipt of notice of the decision upon which the hearing is requested. Said hearing shall be conducted informally by the City Council within thirty (30) days of receipt of such request. The City Council may reverse, affirm, or modify the decision of the Director. The decision of the City Council shall be final.

XXII. DAMAGES

22.01 Each Licensee shall agree to reimburse the City for all costs in excess of the security deposit that may be incurred by the City for the repair to, replacement of, or payment for any property of the Stafford Centre damaged or destroyed by the Licensee or the patrons, participants, or invitees of the licensed event.

XXIII. ADOPTION/AMENDMENTS

23.01 These Policies and Procedures were adopted by City Council to be effective September 17, 2003.

23.02 These Policies and Procedures may be amended, revised, or replaced from time to time by resolution of City Council.