Rowlett
TEXAS

City of Rowlett

Official Copy

Resolution: RES-121-09

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
www.rowlett.com

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND ADOPTING REVISIONS OF THE FACILITY RENTAL AND USE POLICY, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT "A", AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Rowlett, Texas has determined that the revisions of the Facility Rental and Use Policy, a copy of said revised Policy Manual being attached hereto and incorporated herein by reference as Exhibit "A" be adopted; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS:

Section 1: That the Policy is adopted as shown in Exhibit A attached, and

Section 2: That this resolution shall take effect immediately from and after its passage, except that the aforementioned Policy may be amended from time to time as the City Council deems appropriate, and it is accordingly so resolved.

At a meeting of the City Council on 9/15/2009, a motion was made by Deputy Mayor Pro Tem Gottel, seconded by Councilmember Phillips, to approve this Resolution. The motion passed by the following vote:

Ayes: 7 Mayor Harper, Mayor Pro Tem Maggiotto, Deputy Mayor Pro Tem Gottel, Councilmember Phillips, Councilmember Rushing and Councilmember Jackson and Councilmember Kilgore

Approved by _____ **Date** September 15, 2009
Mayor

Approved to form by _____ **Date** September 15, 2009
City Attorney

CITY OF ROWLETT, TEXAS

Certified by _____ **Date** September 15, 2009
City Secretary

Facility Rental and Use Policy

Introduction

When public meeting areas in city facilities are not scheduled for City-related activities, designated meeting rooms and park pavilions may be rented by individuals or groups subject to the following usage conditions, restrictions, fees, and charges. All rental fees and deposits are approved by the Rowlett City Council as part of the Master Fee Schedule.

Rental Conditions

Events or programs sponsored or co-sponsored by a City of Rowlett department take precedent over all other programs. City sponsored or co-sponsored programs may charge fees for courses or classes that may be given to instructors or for admission charges that cover the direct costs of holding the meeting. However, programs sponsored or co-sponsored by the Library are exempt from admission charges or other fees in accordance with the Texas State Library and Archives Commission's accreditation standards for public libraries in Texas.

Organizations, groups, or individuals who fail to comply with all stipulated policies and procedures may be ineligible, at the City's discretion, for future use of public meeting rooms and pavilions.

All reservations, whether by residents or non-residents, are made on a first-come, first-served basis.

City facilities are public facilities intended for recreational, civic and social purposes and uses. The City reserves the right to request advance written clarification regarding the organization/group and/or its intended use of the room before acceptance of any reservation.

Access to the meeting rooms will not be permitted to groups that practice, profess or have as their policy (official or unofficial), discrimination against persons on the basis of sex, race, religion, color, disability, sexual orientation, or national origin; nor shall access be permitted to groups affiliated with organizations which practice, profess, or have such policies of discrimination.

Firearm displays or exhibits are not permitted in the building.

The City reserves the right to have a staff member in attendance at any program or event held within public meeting areas.

The Lessee is defined as the person whose name and signature appear on the rental contract. The Lessee must be at least 18 years of age and present a valid driver's license

before any reservations can be made. A group or individual cannot reserve a room on behalf of another group or individual. The Lessee will be the contact person for City staff and must be on-site or in attendance for the whole duration of the event or program. The Lessee assumes full responsibility for the conduct of all persons associated with the use of the room.

Rental Restrictions

Set-up, clean-up, and take-down of meeting rooms are the sole responsibilities of the individual(s)/group reserving the room, and rooms should be restored to pre-event condition.

Decorations are limited to tabletop and freestanding items only. Attachment of decorations of any kind to walls and windows is prohibited. No other changes to the rooms will be allowed with the exception of rearrangement of furniture and equipment.

Candles must be contained. Open flames are prohibited in City facilities.

Lessee and his/her guests, including children, should remain in the designated rented room(s), with the exception of public restrooms.

Refreshments and food are allowed in rented rooms but removal of surplus food and drink and clean-up of the room resulting from spillage is the sole responsibility of the Lessee.

The use of video recordings in programs or events conducted in public meeting rooms is limited solely to videos for which public performance rights are owned by, or assigned to, the Lessee. The City is not responsible for determining or obtaining public performance rights, which remain the Lessee's sole responsibility. Where music is allowed, the Lessee shall be responsible for all legally required music licenses.

The Lessee shall be responsible for any loss or damage to City property caused by any attendee of the event during the rental period, which will include set-up and take-down time. Damage or loss will result in loss of deposit. If the deposit does not cover the full cost of repairs or replacement, the Lessee will be assessed and shall pay the necessary costs and/or expenses to replace or repair any damaged items.

Smoking and the use of any tobacco products is prohibited inside City facilities, or on City-owned property adjacent to the facility, including deck area (where applicable), sidewalks, and parking lots.

The City and its staff are not responsible for unattended, missing, or damaged items left in the facility, and are not responsible for loss due to theft..

City staff should be notified of any damage of spillage in the rented area. Deposits will be refunded after the area has been inspected by a staff member and deemed clean and

returned to its pre-event state. Lessee must clean and vacuum rented room(s), remove all food and personal items in the room, and place all trash in provided containers prior to vacating the premises. If a kitchen is included in the rental, kitchen floor must be swept and mopped, and kitchen counters wiped down.

The City, at the discretion of staff on-premises, reserves the right to void or waive stipulations of the rental contract at any time prior to or during the rental period. This shall include the right to terminate a reservation during the activity if violation of policy or endangerment to the public warrants.

Reservation Procedures

Rentals are on a first come, first served basis, and reservations are required. Reservations may be accepted during regular business hours up to nine months in advance of event date. Fourteen-day advance notice is required for all rentals except as noted below in facility-specific conditions.

To reserve a meeting room, a rental agreement form must be completely filled out and the deposit fee paid in full at least 14 days in advance. Rental fees must be paid at least 10 days in advance. Lessee will be given a copy of the signed rental agreement. Any amendments to the executed rental agreement must be made at least 10 days prior to the rental period.

Room deposits are deposited by the City of Rowlett the next business day. Deposits will be refunded by the City within 3 - 4 weeks following the event. No interest will be paid on any deposit.

Changes of time and date of rental made 10 or more days prior to event will result in a 20% administrative charge that will be deducted from the total deposit.

Changes of time and date of rental made less than 10 days prior to event will result in a 20% administrative charge that will be deducted from total deposit.

Cancellation of rental less than fourteen (14) days prior to the event will result in forfeiture of rental fees and/or deposit Notice of cancellation must be received in writing and takes effect on the date received. Exceptions may be granted due to special considerations or extraordinary circumstances.

The Lessee will be the first person permitted access to the room. Other attendees will not be allowed in the rented room(s) until the Lessee has signed in with a City staff member present at the facility.

The use of City-owned equipment, including television, video player, video projector, screen, podium, and easel, may be subject to additional charges and availability varies by facility and intended time of use. Equipment must be requested in advance as part of the rental agreement.

Facility-Specific Conditions and Restrictions

Other restrictions and conditions vary by facility relative to the facility's core services and the rooms' intended use. Maximum capacities as set by the Fire Marshal will be strictly enforced. If exceeded, the entire group may be asked to leave by City staff, and the deposit forfeited.

Community Centre Rooms

The Rowlett Community Centre has five rooms available for public rental. The rooms are designed to accommodate meetings, weddings, bridal showers, baby showers, anniversary parties, family reunions and other events. Reservations are accepted up to nine months in advance of the event date.

Room Dimensions:

Room	Size	
A	1,086 sq ft	
B	1,475 sq ft	
C	1,194 sq ft	
D	915 sq ft	
Lower Level Room	960 sq ft	

Lessee, guests, caterer, party coordinator, florist, or any person associated with the Lessee will not be allowed in the room until entry time stated in the contract. It is Lessee's responsibility to notify their caterer, party coordinator, and guests of this policy. The Lessee will be the first person permitted access to the room. Other attendees will not be allowed in the rented room(s) until the Lessee has signed in with a City staff member present at the facility.

Lessee will be allowed to bring his or her own equipment (tables, chairs, etc) if previously written in the contract. However, any equipment brought in cannot be left in the facility before the time designated in the contract and must be removed after the event has occurred, within the rental contract time. City staff will not sign for any equipment deliveries.

Unless noted in rental contract, the gymnasium, racquetball courts, fitness room, game room, or other parts of the facility are not included in the rental agreement. However, a separate rental agreement may be executed for use of the same.

ALCOHOL
Sales of alcoholic beverages prohibited in City Facilities.

The possession and/or consumption of alcoholic beverages is prohibited unless a valid permit is obtained. An additional alcohol permit fee will be charged. If serving alcoholic beverages is intended to be a part of the event, Lessee is required, at their own expense, to secure the services of a licensed Texas Peace Officer. Such officer shall be on duty 30 minutes before the function and until 30 minutes after the function has ended. The name of such officer with the TECLOSE license number shall be provided to the Community Centre staff at least 10 days prior to the event. Lessee will not be allowed to bring any beverage into the building without the presence of the Peace Officer.

MUSIC
At the time reservation is being made, Lessee is to notify Community Centre staff if any music, live or recorded, will be used during the event. Unless otherwise noted on the contract, use of any kind of music will not be permitted. A dance floor fee will be assessed for a disc jockey and/or live band. Lessee shall be responsible for licensing public performance rights of live or pre-recorded music.

KITCHEN
Kitchen rental includes the use of the refrigerator, microwave ovens, stove/oven, and the ice machine. Rental of the kitchen is for warming/reheating purposes only; no cooking is allowed. Rental fee will be charged for duration of room rental when kitchen is part of reservation. Community Centre will not provide cooking utensils and party supplies. Supplies in kitchen cupboards and drawers are not available for use. Any obvious tampering of cupboards or drawers, with or without the intention of using its contents, will result in loss of full kitchen use and forfeiture of deposit.

OTHER
Confetti, sequins, birdseeds or rice (if not intended for consumption) within 25 feet of building entryway is prohibited. These items are not allowed indoors. Bubbles can be used outside the building only. Any evident use of confetti, sequins or birdseeds in the building may result in reduction or loss of deposit. Balloons must be secured. Please notify staff of any free-floating balloons as they may set off the facility's security alarm.

Additional Fees (if applicable):

- TV/VCR
- Overhead projector
- Overhead Screen
- Podium
- Easel

Library Meeting Room

The Library has one meeting room available for public rental. The room is designed to accommodate small meetings. Reservations must be made at least 14 days prior to the

proposed use date and no more than 45 days in advance. Standing reservations will be considered only if the group/meeting/activity is sponsored or co-sponsored by the City.

Room Capacity and Dimensions:

Room	Size	Capacity (furnished)
Meeting Room	898 sq ft	24 with tables 53 without tables 74 Standing

Because of the nature of the Library's core services, no alcohol is permitted in the building or the adjacent grounds. Music is allowed in the meeting room only for programs or events sponsored or co-sponsored by the City.

Due to the frequent, multipurpose use of the room, only Library chairs and tables may be used in the room.

Park/Wet Zone Pavilions

There are pavilions available for rental at Community Park, Herfurth Park, Pecan Grove Park, Shorewood Park, Springfield Park, and the Wet Zone (October-April).

Pavilion Capacity and Information:

Park Pavilion	Pavilion Capacity	Playground	Restrooms	Electricity
Community Park 8500 St. Andrews	50 – 75	Yes	Yes	Yes
Herfurth Park 4601 Centennial	30 – 45	Yes	Yes	No
Springfield Park 5501 Antioch	25 – 50	Yes	Yes	Yes
Shorewood Park 9101 Woodlake & Williams	10 – 15	Yes	No	No
Wet Zone Pavilion 5304 Main St (Oct – April Only)	50 – 75	Yes	Yes	Yes

Reservations are accepted up to nine months in advance of the event date. Please note the number of picnic tables vary at each pavilion. Pavilion capacity does not guarantee

picnic table seating for the full capacity. Full rental fees for pavilion use are due at time of reservation. No alcohol or music is allowed.