

Private Social Events Rental Packet





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Basic Rental Information:

Stafford Centre Base Rental fees include:

- 1) A 12 hours contracted access per space / per day INLUDING tables and chairs. The contracted period includes the move-in and move-out times for Your Vendors per Day.
- 2) Facility Cleans rented spaces after move out

Additional hours (OVERTIME) Per Day may be Added to your rental time frame for an ADDITIONAL FEE PER HOUR.

Equipment (NOT INCLUDED) - May Be Available at an ADDITIONAL COST: (per day)

- Riser Stage = \$35.00 per piece, over 4 pieces Use of Stage is NOT GUARANTEED UNTIL 30 DAYS PRIOR TO EVENT, as determined by facility.
- Wood Dance Floor = \$.50 per sf
- Kitchen = \$500.00 (per day)

Minimum security officer requirements (may be revised at facility discretion), NOT included in Rental Fees. Client to PAY IN CASH on the event date. (per day)

- Security officers* = \$40.00 per hour, per officer
- Schedule is determined by the Event Schedule (Guests ARRIVAL through Guests DEPARTURE)
- Minimum requirements (may be increased by facility per event as needed): 0-490 people = 1 officer minimum, add a minimum of 1 officer for every 500 persons. Events serving alcohol are required an additional officer to above minimums. (Example = 0-490 people w/ alcohol = 2 officers, etc.)

Catering:

Stafford Centre policies allow clients to choose a caterer of their choice who meet our minimum insurance and health permit requirements. (See attached insurance and catering requirements information sheet)

We recommend clients determine their caterer, the menu, maximum capacity of the event, floor plan, event day schedule and bar service needs approximately 6 weeks before the event day, with full confirmation permit and insurance requirements no later than two weeks before the event date.

Stafford Centre rates do NOT include:

Linens, table cloths, Décor, Dishes, Wait staff or event staff, Bartenders or equipment, Projectors or screens, Specialty lighting, Dj services or equipment, Changing areas for Bride or Wedding party, Any other event specific items.

To reserve a date:

Once you have selected an available event date occurring within One Calendar Year (365 days) and attended a Facility Consultation), you may reserve our venue by:

- 1) Scheduling an appointment to fill out and sign contract paperwork and place your deposit or
- 2) Mail or Bring your FILLED OUT AND SIGNED "Consent for Non-Refundable Deposit Form" Page 8, and the "Fire Policy Form" on Page 9 of this packet.
- Payment in the form of CHECK, Money Order or Certified Check payable to 'City of Stafford' for the minimum amount required for non-refundable deposit listed on your "ESTIMATE OF FEES" to Stafford Centre Administrative Office.



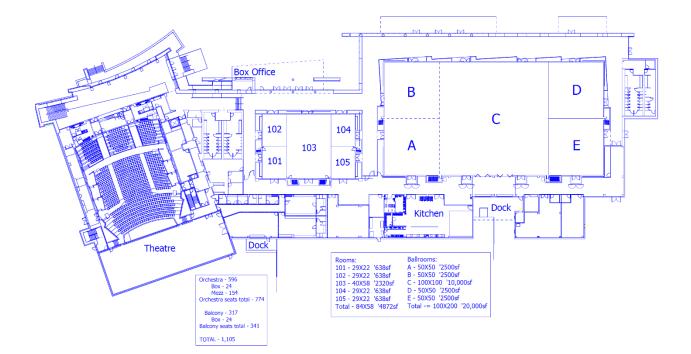
Schedule Of Due Dates:

- 45 days to event, event details are due.
 - Confirm rental times and potential overtime request
 - Confirm guest arrival and departure times
 - o Submit selected floorplan/s and any change request
 - Confirm Dance Floor and Stage Sizes
 - o Name and contact information for Event Vendors, Decorator, Catering Etc.
 - Name and contact information for your Designated Point of Contact or Event Coordinator for your day of event. See attached form
- 30 Days to event:
 - Insurance requirements must be met and approved, <u>submit items below to Teri Spiney -</u> <u>Teri@staffordcentre.com</u>_____
 - Caterer Certificate of Insurance with Additional Insured Endorsement in favor of City of Stafford
 - Caterer approved Health Department Permit from City of Stafford to City of Stafford Health Department
 - If Serving Alcohol Event Insurance Certificate with Additional Insured Endorsement in favor of City of Stafford – Teri Spiney
 - Final Payment for BASE RENTAL FEES Due Last day to submit any payment by Personal Check. Payments after this date will be required by CASHIER's CHECK, MONEY ORDER OR ONLINE PAYMENT
- 15 Days to event:
 - Confirm # of Guests Last date to submit REDUCED capacity
 - Confirm and Finalize pre-submitted floor plan, final floor plan confirmed and turned into Operations for scheduling. **Caterer, and Decorator must sign off on final floor-plan.**
 - Final date for Late Payments CASHIER's CHECK, MONEY ORDER OR ONLINE PAYMENT ONLY
 - **CANCELLATION WARNING Events that have not submitted/finalized the above Items WILL BE CANCELLED 15 days prior to Event Date
- DUE at MOVE-IN on event date PAY AT MOVE IN:
 - CASH for Security officer payment

PROHIBITED AT STAFFORD CENTRE: (Please see Policies and Procedures or Fire Policy Form for complete information)

- 1) No Live Flame Candles
- 2) No client or Vendor may move, take out, or add tables, chair or equipment.
- 3) Nothing may be hung from Ceilings or attached to walls
- 4) No Drones flying inside or outside the facility
- 5) *Sparklers, "Flameless" Sparklers, Fire Lanterns, any other firework (inside and outside)
- 6) *Glitter, Rice, Confetti, Confetti cannons/poppers, any small particle items that may require additional detailed cleaning (inside and outside)
- 7) *CO2 Cannons or any other gasses *SUBJECT TO POTENTIAL FINES OR EVENT SHUT -DOWN





Rates for Ballrooms and Meeting Room Facilities

BALLROOM AND SEMINAR SUITES RENTAL RATES

Ballrooms A, B, D, or E – (2,500 sf) – 1 day (12 hours)	\$1,350.00
Ballrooms A&B or D&E – (5,000 sf) – 1 day (12 hours)	\$2,700.00
Ballroom C – (10,000 sf) – 1 day (12 hours)	\$4,300.00
Ballrooms A-C or C-E – (15,000 sf) – 1 day (12 hours)	\$5,500.00
Ballrooms A-E – (20,000 sf) – 1 day (12 hours)	\$6,000.00
Suite 101, 102, 104 or 105 – 638 sf) – 1 day (8 hours)	\$750.00
Suite 103 – (2,320 sf) – 1 day (12 hours)	\$1,350.00
Suites 101 & 102 or 104 & 105 (1,276 sf) – 1 day (8 hours)	\$1,200.00
Suites 101-103 or 103-105 (3,596 sf) – 1 day (12 hours)	\$2,250.00
Suites 101-105 (4,872 sf) – 1 day (12 hours)	\$2,700.00
Fees include set-up of tables and chairs and cleaning fees. Dance floor available at additional cost per square foot.	

ADDITIONAL FEES AND INFORMATION

Kitchen cleaning fee (applies if kitchen is used by licensee)	\$ 600.00

*Holiday rates apply for certain holidays



Meeting Rooms	-	84' x 58' (4,872 square feet)
*Seating Capacity	-	260 Banquet, 325 Theatre Style
*Exhibit Capacity	-	35 booths
Ceiling Height	-	13'

Divides into five rooms:		
Meeting Room 101	-	29' x 22' (638 square feet)
Meeting Room 102	-	29' x 22' (638 square feet)

Meeting Room 103	-	58' x 40' (2,320 square feet)
Meeting Room 104	-	29' x 22' (638 square feet)
Meeting Room 105	-	29' x 22' (638 square feet)

<u>Ballrooms</u>	-	200' x 100' (20,000 square feet)
*Seating Capacity	-	1,000 Banquet, 2,500 theater style
*Exhibit Capacity	-	100 booths
Ceiling Height	-	17'

Divides into five rooms:

Ballroom A	-	50' x 50' (2,500 square feet)
Ballroom B	-	50' x 50' (2,500 square feet)
Ballroom C	-	100' x 100' (10,000 square feet)
Ballroom D	-	50' x 50' (2,500 square feet)
Ballroom E	-	50' x 50' (2,500 square feet)

Loading Docks	-	Three truck bays and one ramp
		Two drive-in doors
Utilities	-	Connections located in walls and in floor boxes
Flooring	-	Carpet
Catering Kitchen	-	3,040 square feet

*Overall capacity may be impacted additional equipment in room such as additional tables, staging and dancefloor.





Consent of Non-Refundable Deposit Agreement for Ballrooms and **Meeting Room Suites**

Contrac	ct #	Rented Space:
Event d	late:	
1.	Base	e Fee
		Covers Room w/ One Set-up (Including Tables, Chairs, Riser Stage -up to 4 pieces upon
		availability, Podium, & Microphone), Cleaning Fees and Refundable Deposit.
	b.	Maximum Ballrooms A-E Capacity: 850 banquet with stage and dance floor. (Capacities may be
		impacted by required Health Safety Protocols)
	с.	We Do NOT provide Linens, table covers or easels. We do provide skirting for tables in Lobby.
	d.	Decorations are not included in the rental
		-NO glitter, confetti, rice or seed (Inside Building)
		-NO Live Flame Candles
		-Nothing may be attached to walls or ceilings, including tape
	e.	All Events must provide a Commercial General Liability insurance policy as outlined in the
		policies and procedures and the License Agreement.
2.		fundable Deposit:
		Reserves agreed upon spaces for one date
		Non-Refundable – Non-Transferable
3.	Security	//Damage Deposit
	а.	
	b.	Covers the cost of any necessary repairs, as well as any additional cleaning such as steam
		cleaning carpets to remove ground in food or stains.
4.		atering Policy
		The Centre does not require licensee to use any specific caterer.
		ALL FOOD must be prepared in a LICENSED PUBLIC FOOD KITCHEN.
	с.	ALL CATERERS must have a CITY OF STAFFORD CATERING PERMIT and meet the Stafford Centre
		Insurance Requirements as outlined in the Policies and Procedures.
5.	<u>Cleanin</u>	
-	а.	Includes general cleaning of rented space and public areas.
6.		<u>Cleaning Fee – if used</u>
	a.	All food must be fully prepared off site or in the kitchen. NO food preparation may be done in the
_		service hall / beverage station areas.
7.		<u>/ Officers</u>
	а.	Minimum rate of \$40.00 per hour w/4 hour (minimum hours), per officer.
	b.	2 officers (minimum) required for banquet of 500+capacity, 3 officers (min) if alcohol is served
	<mark>C.</mark>	Stafford Centre Director reserves the right to determine the number of needed security
		personnel, as well as, any additional t-shirted, non-armed personnel required for an event.
	d.	Officers must be on site 30 min. prior to event until 30 min. after event.
	e.	Paid by CASH, the day of the event, to the officers.
8.	Overtin	ne Rates
	a.	Rooms are rented for a set number of hours. Hourly overtime fees apply for any use over 12
		hours per day. Unexpected late move out occurring after contracted times will be charged
		\$250.00 plus the overtime at full hour, non-prorated rates. Latest allowable move out is 2am,
		and MUST be prescheduled with venue. This includes clean up time.
		Date:
Printed	Name:	

(By signing, Licensee confirms that they have received a copy of the Policies and Procedures for Stafford Centre and have been informed of all of the above information.)





IMPORTANT NOTICE TO CLIENTS REGARDING USE OF FIRE PRODUCING ITEMS

(INCLUDING SPARKLERS, SKY LANTERNS, CANDLES AND COOKING EQUIPMENT) **ALL USE** OF SPARKLERS, SKY LANTERNS OR OTHER FIREWORKS

IS STRICTLY PROHIBITED.

Please READ the BELOW INFORMATION, SIGN and RETURN THIS FORM along with your CONSENT FOR NON-<u>REFUNDABLE DEPOSIT FORM.</u> You will be responsible for ensuring that all vendors, coordinators and guests obey this policy.

It has come to our attention that recent events held at Stafford Centre have unlawfully used sparklers and sky lanterns. This is prohibited by facility policy and procedures (section 18.01), a violation of City of Stafford Ordinance (section 9-151 et. seq.), Texas State Law (section 2154.001 of the Texas Occupations Code) and your Contract for License Agreement (section 8 – Law Observance).

Please be aware that future violations will be enforced. Enforcement may result in unwanted interruptions to your event, possible citations and fees for anyone (including you and your guests) possessing a sparkler, sky lantern, or other item deemed a "Firework" according to the section 2154.001 of the Texas Occupations Code.

ACKNOWLEDGEMENT

I have been advised of and ACKNOWLEDGE Stafford Centre STRICTLY PROHIBITS THE USE of:

- Live Flame Candles
- Sparklers
- Sky lanterns or (also referred to as sky/fire balloons)
- Confetti cannons/guns
- ANY OTHER item which would be defined as, or considered to be, "Fireworks" by City of Stafford Ordinance, Stafford Centre Policies and Procedures, or determined by Stafford Centre Director

STAFFORD CENTRE RESTRICTS the use of the following items without express approval from the DIRECTOR, per the Policies & Procedures.

- COOKING DEVICES (pg 8, sec 15.05)
- OPEN FLAME CANDLES (pg 9, sec 19.01)
- ANY OTHER FLAME PRODUCING ITEM. (pg 8, sec 19.01)

I, _.	(client name) , have reviewed the policies and procedures, as well as, the
	restricted/prohibited items information sheet and agree to abide by them according to the terms of my
	license agreement for rental on (date of event).

Client Printed Name:

Client Signature: _____ Date: _____

THIS FORM MUST BE RETURNED IN ORDER FOR YOUR EVENT TO BE CONFIRMED.



Designated day of event contact duties

The role of your day of event contact is a very important role. Please advise your **designated day of event contact** that they **MUST** be **ONSITE** the entire **12-hour** rental day. In order to avoid issues with outside vendors during both set up and move out, overseeing your event day needs, is the responsibility of your designated contact, not the responsibility of the Stafford Centre Event Manager.

Your **designated contact**, is in effect, the coordinator for your event day and must be prepared to oversee the following:

- 1) Be informed of the event day schedule including move in and move out times of the facility
- 2) Introduce themselves to the Stafford Centre Event Manager upon move in
- 3) Know who all the vendor contacts are
- 4) Be informed of the plan you have approved with Stafford Centre
- 5) Be informed of any equipment being provided by other vendors
- 6) Be available for the Stafford Centre Event Manager to direct vendors to should any issues arise during move in
- 7) Be empowered to make decisions on your behalf on the event day should they arise
- Be prepared to submit the <u>cash officer payment</u> at move in to the Stafford Centre Event Manager for receipt and disbursement to officers as well as the charge for <u>Wi-Fi connection</u>
- 9) Stay onsite until all vendors are moved out of the building and check out with the Stafford Centre Event Manager to ensure timely move out.
- 10) If any vendor is late moving out, be aware of which vendor is late and why they are late, as Stafford Centre will only note the time the move out is complete and will charge you a minimum of 1-hour overtime if move out is completed 10 minutes or more late.
- 11) If your contact designates someone else to take his place for any period throughout the day, he MUST introduce that person to the Stafford Centre Event Manager onsite as his designated contact AND he MUST remain available by cell phone. Stafford Centre will not be responsible for keeping in contact with multiple persons on an event day but will defer ALL matters to your **designated contact**.

The Stafford Centre Event Manager assistance line that will be enabled on your event day is: 832-798-1987. Please make sure the **designated contact** has this number.



Equipment provided by Stafford Centre:

- 1) Tables: (Included within rental fees)
 - ➢ 6'ft (or 72"inch diam) rounds − seat maximum of 10 guests
 - > 8' ft x 30" inch rectangle
 - ➢ 6'ft x 18"inch rectangle



 Riser Stage: (Additional fee item = \$35.00 per piece, if over 4 pieces provided) (Use of ANY Riser Stage is not guaranteed until 30 days prior to event date)

Dimensions per piece: 8'ft x 6'ft, May be set at 1'ft or 2'ft height





 3) Dance Floor Type: Wood (Additional Fee item = \$0.50 per sq. ft.) No equipment or tables may be placed on dance floor. No Glue or Tape may be used on wood dance floor.



4) Portable Bars: (Included within rental fees) (Use of portable bars is not guaranteed until 30 days prior to event date)





Policy concerning the Stafford Centre Wooden Dance Floor

- No tape or "sticky" products are allowed to be directly put down or applied onto the dance floor itself.
- No tapes, chemicals or solvents are to be used on the wooden dance floor.
- The above or similar products needing to be adhered to a floor should ONLY be applied to a protective Masonite surface, which has been laid down first, and CANNOT be applied directly to Stafford Centre's wood floor.





- Only sheets of Masonite (with the white top) will be permitted to be laid on top of the wood floor, which can then taped together, however the tape cannot be applied directly onto the dance floor.
- If the event manger on duty finds a client/vendor applying this or any other similar product without protecting the floor, they will be asked to remove it immediately and the venue's wood floor surface will be used for the event.
- Masonite boards and Vinyl wraps must be disposed of off-site after event teardown. Due to the size of these items, we are not able to dispose of it without scheduling a special pick up by our trash company.
 - Should we have to Schedule an additional pickup, expect an amount between \$500-\$600 to be deducted from your refund.



Floor plan services

<u>Standard Floor plan Service</u>– Standard Floor plans are available at no additional fee and may be modified by Stafford Centre, if able, to accommodate your event's capacity (either by removing or adding tables as space allows). All plans are subject to facility approval

<u>Custom Floor plan Service</u>* – Custom floor plan services are available at an additional cost of \$250.00 per plan request submitted. All plans are subject to facility approval.

*A Custom Floor plan is considered to be any New or Combination of two or more preexisting plans or elements of plans.

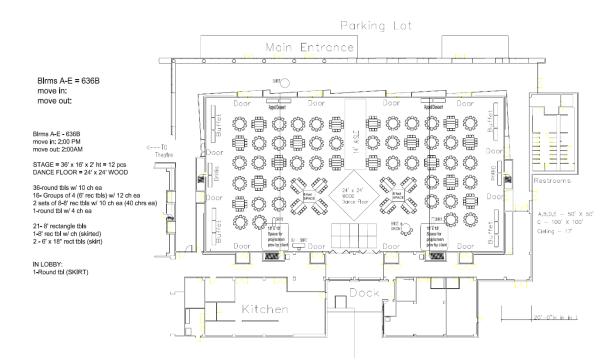
*Custom Floor plan fees apply for each plan or re-design of a plan submitted.

Time allowances for custom designs – please submit a custom design 7 to 10 business days before you need to receive it for planning purposes.

All Floor Plans Must Be Submitted, Confirmed & Approved By Stafford Centre Not Less Than 30 Days Prior To An Event Date. Reductions to Seating Capacity May Be Submitted up to 17 Days Prior To An Event Date, at this time, Floor plans would be considered FINAL and submitted to Operations for set up scheduling.

Floor plans submitted within 2 weeks of an event date are subject to a \$250.00 "Late Floor Plan Fee" (This includes Technical Information for theatre events).

NOTE: Please consult your caterer to determine the appropriate needed quantity and length of buffet, drink, appetizer and desert stations for your event prior to submitting your floor plan request to Stafford Centre.





Electrical Needs:

- 1) Stafford Centre has Standard Household Electrical availability in the Ballrooms. If a DJ or other vendor has needs that would exceed standard household electrical, Stafford Centre can provide access to Hi-Voltage Electricity for a fee of \$250.00 which is charged to the client on the contract and therefore must be approved by them.
- 2) Stafford Centre DOES NOT PROVIDE the **Distro Box** with cables (approx. 150 feet from elect connection to stage area in center of Blrm C) with cam lock tie in connectors. <u>This must be arranged for and provided by the client or their requesting vendor</u>. *"High Voltage is primarily used for extra power in case the standard power provided is not enough. Using a distro-box to provides more 20 amp 120 volt circuits this gives you an extra 200 amp 208 3 phase tie in. Prior to any tie in the Stafford Centre must approve all equipment and hookups."*
- 3) If the DJ or client chooses to ignore our recommendation or not advise us of their electrical needs and make proper arrangements prior to the event, use of certain equipment/connections may not be available at their event and Stafford Centre is NOT responsible for any delays, issues, costs or damages which result of incorrect connecting and use of electricity in the space.
- 4) Any additional electrical requests, equipment questions, or are requesting a specific amount of amps, please forward all needs to your sales representative so that we may address this directly with our operations department.





Restricted/Prohibited Items at the Stafford Centre

Please be aware this list is not COMPLETE as preparations vary per event. For the safety and enjoyment of all clients, patrons and attendees of events at Stafford Centre, the facility does not relinquish control of the facility at any time, and as such, personnel may RESTRICT ANY ACTIVITY, AT ANY TIME, as deemed necessary. For a further review of facility policies, please refer to the attached policies and procedures, as well as, your license agreement contract. We are happy to address a specific concern or inquiry upon request.

The following are **NOT ALLOWED**:

- The use of sparklers or other fireworks (violators may receive a citation as fireworks are prohibited within City limits) Please be aware that because it is a City Ordinance, punishable by law, violators, including guests or attendees at an event at Stafford Centre, may receive a citation if found with fireworks of any kind on premises.
- 2) Use of compressed air items, CO2 Cannon, or any other item that may change the chemical composition of the A/C system.
- 3) The use of **drones** or **drone cameras** (including BOTH indoors and outdoors)
- 4) The use of **loose small particle items** such as **glitter**, **rice**, **seed or confetti (including confetti pops)**
- 5) Helium balloons inside the building
- 6) Exposed flames
- 7) No items can be attached to walls, hung from ceiling, stapled, taped, nailed or otherwise attached to any other piece of facility structure or equipment
- 8) Does not permit tables and chairs or any facility owned equipment to be moved, removed or added on the day of the event by participants, clients, vendors or their employees, nor does Stafford Centre provide staff to do so. Clients are responsible to confirm to Stafford Centre 30 days prior to the event date that their event floor plan set up has been approved by all vendors and provide signed copies of each to Stafford Centre by email.
- 9) If cooking onsite, food must be cooked inside the kitchen. (No outside fire pits or equipment may be used, unless approved in advance by City of Stafford and Director of Stafford Centre).
- 10) For Caterer's 'Live Action' Stations inside ballroom areas Sterno Heat Source ONLY is allowed. (No Butane or Electric griddle or hot plate is allowed. No Raw food may be cooked inside the ballroom area. Only heating of pre-cooked food is allowed.)

IMPORTANT NOTICE REGARDING HAZER OR DRY ICE

Per Facility Operations Department – The DJ may use a WATER BASED HAZER ONLY in the Ballrooms and/or Dry Ice, HOWEVER, whoever is controlling the output of either (especially the Hazer) must be careful about HOW MUCH "haze, fog or smoke" they are outputting as it will get into the vents and set off the FIRE ALARM causing the ENTIRE FACILITY, INCLUDING THE THEATRE EVENT YOU ARE SHARING THE BUILDING WITH TO BE EVACUATED until the Fire Department can arrive and check the ENTIRE Building and confirm there is not a fire. While this is less likely to happen with Dry Ice, EXTREME CARE must still be taken.

Please inform your account Executive of you or your vendors will be using any type of Hazer or Fogger for your Event.



Catering Requirements

Caterers must meet <u>2 requirements</u> to receive approval to cater an event at Stafford Centre.

- 1) Approval by the City of Stafford Health Department
- 2) Approval by Stafford Centre for submitted Insurance Certificate with Additional



Insured Endorsement in favor of the City of Stafford for the event.

Approval of both the caterer's permit and insurance can take 5-10 business days from receipt.

To avoid unnecessary delays of approval and / or potential cancellation of a planned event, I recommend all clients DO the following steps:

1) Supply your caterer with the provided "Caterer Requirements" information and sample forms at least 6 weeks BEFORE your event date. (This is IMPORTANT Even if your caterer has catered previous events at Stafford Centre. Permits and Insurance policies and forms have varying EXPIRATION dates)

ALL DOCUMENTS MUST be RECEIVED AND APPROVED to avoid any delays in your event approval.

- 2) Send an E-MAIL OR FAX (6 weeks before your event) to Sandy Logan with your SELECTED CATERER'S :
 - 1) Business Name
 - 2) Contact Name
 - 3) Phone number
 - 4) Email
 - 5) Business address

TO: Teri Spinney with Stafford Centre at: Email: Teri@staffordcentre.com

Include on YOUR Email Subject Line "Caterer information for <u>(Your Contract Licensee Name) and (Your Event</u> <u>Date)</u>"

If you have any questions on this information or <u>your obligations</u> regarding your selected caterer, please see your policies and procedures and/or contract or contact your account executive for clarification.



Catering Food Establishment Requirements for a Permit

1. Catering Permit required annually. Permit fee \$200.00

2. A catering permit application must be received in the **Stafford Health Dept.** (which is within the Building Department on the south side of City Hall) located at 2610 South Main, with all of the required paper work a minimum of 30 working days prior to an event.

Any NEW caterer who does not submit the application and paperwork 30 working days prior to the event, risks the denial of the permit due to time restraints. A caterer that does not provide paperwork within the allotted time frame may be subject to a \$50 late fee.

Paperwork required to apply for a Catering License consists of:

- a. A copy of the Base Food Establishment permit (Food License). Base food establishment must be owned or rented by the Caterer making application. Agreement and/or rental agreement must accompany paperwork.
- b. A copy of the last two inspection reports from applicant's regulatory authority. (Last inspection must be within the last year.)
- c. A copy of the Food manager certification for the Caterer and person in charge of event (if different)
- d. d. Menu

It is the responsibility of the caterer to keep the health department current of the following paperwork. Cater is subject to late fee if paperwork is not updated.

- a. Base regulatory permit
- b. Inspections and/or complaints (Last two inspections)
- c. Food Manager Certifications

All paperwork for a new catering permit must be submitted by the owner of the catering company or accompanied by a company check.

All forms listed above may be accessed through the website at http://www.staffordtx.gov/departments/police/consumer-health.html

For any questions and final approval, please contact Marcia Fouts, Health Inspector for the City of Stafford, at (281) 261-3941.



Insurance Certificate with Additional Insured Endorsement in favor of the City of Stafford

1) Caterers must provide to Stafford Centre a Certificate of Insurance with accompanying Additional Insured Endorsement IN FAVOR OF THE CITY OF STAFFORD and meet the Minimum General Liability requirements as listed below:

<u>Commercial General Liability Insurance, issued by a company or companies qualified to do</u> <u>business within the State of Texas, in the amount of \$1,000,000 general aggregate and</u> <u>\$500,000 for each occurrence.</u>

City of Stafford MUST BE LISTED AS ADDITIONAL INSURED/OR AN INSURED AS IT'S INTEREST MAY APPEAR (On both the Certificate and Endorsement) AS FOLLOWS:

City of Stafford Stafford Centre 10505 Cash Road Stafford, TX 77477

- 2) Provided with a Waiver of Subrogation as follows:A Waiver of Subrogation is provided in favor of the City of Stafford, Stafford Centre.
- 3) Events serving alcohol must provide liquor liability.

Proof of above stated insurance must be provided by: Certificate of Liability Insurance stating above requirements with the following:

- Dated within 30 days of event date
- Policy # (reflected on both the certificate and the endorsement)
- Dates of effective policy period
- Authorized representative signature (type written or initials are not acceptable)
- Endorsement page of additional insured
- Certain policies may require that the first page of insured's policy be provided

Certificate of Liability insurance with documentation may be scanned & emailed to <u>Teri@staffordcentre.com</u>



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THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMATI BLLOW. THIS CERTIFICATE OF INSU REPRESENTATIVE OR PRODUCER, AN IMPORTANT: If the certificate holder	VELY OR NEGATIVELY URANCE DOES NOT CO ND THE CERTIFICATE HO Is an ADDITIONAL INSU	AMEND, EXTER ONSTITUTE A C OLDER. IRED, the policy(ND OR ALT	ER THE CO BETWEEN T	VERAGE AFFORDED HE ISSUING INSURE	BY THE PORT	DLICIES ORIZED
the terms and conditions of the policy, certificate holder in lieu of such endors		quire an endorse	ement. A stat	ement on th	ls certificate does not	confer right	s to the
PRODUCER Producer's Name		CONTAC NAME:	^{c1} Agent's Na	ne			
Producer's Address		PHONE (A/C, No	, Extl: Agent's	Phone Numb	ET FAX (A/C, No)	Fax Number	
City, ST Zip		ADDRES	ss: E-mail Add	lress			
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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD 1001486 132849.9 02-04-2014

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POLICY NUMBER: REQUIRED

COMMERCIAL GENERAL LIABILITY ISSUE DATE: DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

CITY OF STAFFORD STAFFORD CENTRE

10505 CASH ROAD

STAFFORD

TX 77477

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

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Page 1 of 1



POLICY NUMBER: REQUIRED

COMMERCIAL GENERAL LIABILITY ISSUE DATE: DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: CITY OF STAFFORD STAFFORD CENTRE

10505 CASH ROAD STAFFORD

TX 77477

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We walve any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

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Page 1 of 1



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 inquires to the Director about use of a facility.

Approved applicant shall mean an applicant whose inquiry 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 have the same meaning as that term is defined in Section 2154.001 of the Texas Occupations Code, as it may be amended from time to time.

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 not-for-profit purposes that holds a determination letter from the Internal Revenue Service that it is exempt from taxes under the Internal Revenue Code of 1986; 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. inquiries may be filed with the Director not more than 365 days prior to the date of the event; provided, however, inquiries 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 inquiries for use of the Stafford Centre shall be filed with the Director. The Director shall establish the form of the inquiry 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 inquiry, 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 inquiry, along with a non-refundable rental deposit, are received and approved by the Director. The amount of the rental deposit shall be a flat per room, per day rate as established by the City.
- 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 City of Stafford recognized holidays shall be determined by the Director.

V. FEES

- 5.01 Rental Fees: Rental fess 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. Rental fees may be paid in the form of check, cashier's check, money order, or bank transfer. Additionally as a matter of convenience for Lessee, Lessor hereby accepts Visa, Master Card, or Discover Card for monies owed to the City of Stafford in connection with leasing the facility. An additional 3% (three) convenience fee will be assessed when an approved credit card is used. Cash payments over \$250.00 will not be accepted.
- 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 credit card, bank transfer, 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.

VI. SECURITY

- 6.01 At least one (1) uniformed police officer, approved 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 and Stafford Police Department. 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 less than eighteen (18) years of age, and "adult chaperon" shall mean any person over twenty-five (25) years of age.
- 6.03 Emergencies: In the event of an emergency, the Licensee or the Licensee's representative shall be responsible for stopping the Licensed Event and evacuating the premises, along with all participants of the Licensed Event, when instructed to do so by a representative of the Director, a peace officer or a firefighter. The Licensee's Representative may not reenter the building until instructed to do so by a representative of the Director, a peace officer or a firefighter.



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.
- 10.02 The City reserves the right to require that Licensee provide proof of the number of tickets, passes, invitations, badges, etc. available for distribution to any given event.

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 Stafford Centre. 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.

XIX. 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 or on 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. <u>Licensees.</u> Prior to the time Licensee is entitled to any right of access to or use of the Stafford Centre, Licensee shall procure, pay for, and maintain, with respect to the use of the Stafford Centre, 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. <u>Concessionaires/Caterers</u>. 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;
 - Comprehensive General Liability Insurance in an amount of not less that \$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. These Policies and Procedures were amended by City Council to be effective November 5, 2015.
- 23.02 These Policies and Procedures may be amended, revised, or replaced from time to time by resolution of City Council.