#### VISITOR CENTER ROOM USE POLICY

This policy establishes the guidelines and procedures for Visitor Center room use. The City Manager may amend these guidelines and procedures as necessary.

## A. Eligibility

- 1. Use. Rooms may be used by users who are non-profit, civic, homeowner or neighborhood associations gathered for internal meetings that are aligned with the mission, values and historical use of City facilities and also for non-city sponsored or co-sponsored events for the purpose of special events or leisure activities that have socially acceptable and recreational value for the enjoyment of the citizens and visitors of the City and of the Brazos Valley community.
- 2. Right to Refuse. The City reserves the right to refuse room use for any activity that may not align or may violate the City's mission and values, historical use of the facility, federal, state, or City Ordinances or for demonstrated past failure of the user or any member of a group to comply with any applicable rules and regulations.
- **3. Priority Use.** Users with reservations are subject to cancellation or changes to room assignments if the rooms are needed for official City business. Every effort will be made to locate another room and to notify User of a cancellation or room change as soon as possible.

#### **B.** Reservation Procedures

- 1. Request Form and Agreement. All reservations require submitting a reservation request form and user agreement. Forms and agreements can be obtained by emailing 1207Reservations@cstx.gov. Applicants must be 18 years of age or older.
- 2. Reservations. Booking and reservations may be done by contacting the Visitor Center or emailing the designated email address. The Visitor Center manages the room reservations and calendars. Groups are allowed to reserve rooms up to twelve (12) months in advance.
- **3.** Multiple Meetings or Events. Multiple meetings or events may be granted for only three (3) consecutive months. Additional reservations may be requested after the date of the last reserved date. A User may only use the room for eight (8) hours per use. Users have no right to consecutive dates or certain rooms as a priority. This allows for uses by other users.
- **4. Notification.** The applicant will be notified within ten (10) days from the date of the valid submittal of the request form for the approval or denial of the application. Any

event with an anticipated attendance of 354 people or more will be notified within sixty (60) days from the date of the valid submittal of the request form for the approval or denial of the application.

- **5.** Reservation Time. Room reservations may be made up to twelve (12) months in advance and no later than thirty (30) days before the meeting or event date.
- **6.** Cancellation refunds more than 10 days: If the meeting or event is cancelled, in writing, at least ten (10) days in advance of the originally scheduled date, a full refund of fees and deposits, including security deposit, will be returned to User, less any administrative costs or services or goods procured by the City.
- **7.** Cancellation refunds less than 10 days: If the meeting or event is cancelled, in writing, less than ten (10) days but more than 48 hours in advance of the originally scheduled date, deposits, including security deposits, will be forfeited by the User in favor of the City.
- **8.** Cancellation refunds less than 48 hours: If the meeting or event is cancelled, in writing, less than 48 hours in advance of the originally scheduled date, all fees and deposits, including security deposits, will be forfeited by the User in favor of the City.
- **9.** Cancellation Due to Inclement Weather: At the sole discretion of the City, if the event cannot be held or rescheduled due to inclement weather, fees and deposits, including security deposit shall be refunded to User.

## C. Security Deposit, Fees and Refunds

- 1. Reservation Times and Curfew. Users may reserve the facility during the week (Mondays-Fridays), if the room is available. All activities at the facility that begin on Friday or Saturday must end by 1:00 a.m. the following morning. All activities that begin on Sunday through Thursday must end by 10:00 p.m. the same day.
- 2. Security Deposit. Any User may be required to post a refundable security deposit for room damage, clean up or any other reason the City Manager determines. Upon inspection by the City and approval of the condition of the room, the deposit may be refunded minus any additional cleaning or administrative costs. The City Manager may reduce or suspend collection of the deposit if the user has a history of using the rooms and has consistently left the areas in good condition. Any User may be charged a cleaning and damage fee.

3. Fees. Full payment of any fees must be made no later than thirty (30) business days prior to event or within thirty (30) business days of being invoiced for those costs not assessed until during or after usage of the facility. Reservations are not confirmed until full payment is made. A receipt for payment is the confirmation of booking.

#### **D.** Conditions of Use

- 1. Set Up and Clean Up. Users may only use rooms for approved hours. All set-up and clean-up must be completed within the reserved time.
- **2. Food and Drinks.** The User must provide supplies and equipment for serving food and refreshments. The room must be cleaned and cleared of all items brought in before vacating.
- **3. Room Furniture.** Each room has a standard furniture configuration set by the City. The configuration must be made with the room request. On site changes may be accommodated with advance notice.
- **4.** City Services. Requests for additional City services and equipment must be agreed to in writing and made five (5) business days in advance of the meeting or event and may incur change fees.
- 5. Room Restrictions. After Visitor Center is closed to the public, users and their guests are restricted to the Open Assembly, Furniture Storage Room 154, Catering Kitchen, Plaza, Visitor Center Lobby, Public Restrooms, and the designated corridors entering and exiting the building.
- **6. Room Technology.** A/V equipment is available for event use in the Open Assembly. Computers or laptops are not furnished by the City and must be furnished by the Users. If there are issues with the equipment, users must contact on-site City staff to assist with troubleshooting. User may not alter any room technology.
- **7. Parking.** Parking is provided for all meetings and events. Three public parking lots are available first come first serve. If meeting or event parking needs exceed the parking capacity at City Hall and or the Visitor Center, it is recommended that guests are encouraged to carpool.
- **8.** Occupancy. Room occupancy limits must be followed.
- **9. Conduct.** At no time shall the conduct of any User or guests become unprofessional, unruly, loud or combative. In the sole discretion of the City, if a user, guest or the meetings/events show those kinds of behaviors the reservation and meeting or event

may be cancelled with no refunds of any fees, and future reservations may be terminated, and future uses may not be allowed.

- **10. Right to Enter.** City staff including security have the right to enter all meetings or events at any time for any reason.
- 11. Age Restrictions. Users of the facilities younger than 18 years of age must be supervised by an adult 18 years of age or older. The City reserves the right to restrict minors' use of facilities.

### E. Prohibitions

- 1. **Disruptions.** Room use must not interfere with City business or be disruptive to others present in the building.
- 2. Fire. Smoking, open flames or burning of items (incense, candles, etc.) is prohibited.
- **3. Signs.** No signs, posters, displays, or decorations may be put up without City permission. Use of nails, screws, tape, staples, etc. on walls or any surface is prohibited.
- 4. Alcohol. Alcohol may be sold or served on the facility premises only if all policies and laws of the City of College Station, Brazos County, and the State of Texas are observed, including the regulations of the Texas Alcoholic Beverage Commission (TABC).
- **5. Non-Transferable.** Reservations are not transferable from one user to another. The User signing the application will be held responsible for proper use of the room.
- **6.** Compliance. Failure to comply with any rules, regulations, ordinances, or laws will result in the immediate cancellation of the reservation, disbanding of the meeting or event and may lead to suspension of room privileges and reservations.
- 7. No Pets Allowed (Except Service Animals). Except for service animals, no pets are allowed anywhere in or about the Facility without prior written authorization from the City. If an animal has been in the Facility at any time during usage of the Facility, User shall be charged for all costs pertaining to damage to the Facility and City may treat such violation as a breach of this Agreement. Emotional support animals do not meet the definition of a service animal as defined by the Americans with Disabilities Act and do not have the same rights to access.
- **8.** Any activity in the room that may be deemed in violation of federal, state, or local laws, codes, or ordinances is prohibited.

# F. Liability

- 1. Indemnity and Release. All Users must agree to indemnify, defend, release, and hold harmless the City of College Station, City Council, Boards, Commissions and their respective officers, agents, volunteers and employees from and against any and all claims, losses, injuries, suits, or judgments arising from, or in connection with their use.
- **2. Repairs.** Users are solely responsible for any cost of repairing damage to equipment, furniture, or the building caused by guests.
- **3. Insurance and Security.** Insurance, a bond, or security may be required as determined by the City.

# G. Food & Beverage

- 1. Trash. All trash must be removed from the room and taken to the dumpster at the end of each meeting or event.
- 2. Stains. Users are responsible for any damages or stains associated with food or beverages. Damages will result in the loss of deposit and may incur an additional clean-up fee.

#### H. Rooms:

- 1. Visitor Center Open Assembly, with or without:
  - a. Visitor Center Lobby
  - **b.** Furniture Storage Room 154
  - c. Catering Kitchen
  - **d.** Plaza
  - e. Public Restrooms