

Effective Date: 03/29/17

Approval: 

ADMINISTRATIVE DIRECTIVE

SECTION: CITY FACILITIES/FLEET SERVICES
TOPIC: CITY FACILITIES/EVENTS
REFERENCE: 4.1.1
POLICY: 4.0 – SECTION I

I. DIRECTIVE

- A. Designated facilities are available to the public for usage or rental purposes. The City will lease facilities without consideration of group affiliation or meeting content. Admission and money-making activities are not permitted without approval from the City Council.
- B. Department Directors may develop and distribute specific operational rules for facilities assigned to that department (see attached operational rules). The City Manager must approve all such rules prior to their distribution or implementation.
- C. All participants shall adhere to facility operational rules with failure to comply resulting in the loss of reservation privileges and rental fees. New facility-specific operational rules will be developed and approved by the City Manager as new facilities come on-line.
- D. Smoking in City facilities is governed by City Policy 4.0.
- E. No City facility should be booked or rented in violation of Administrative Policy 2.9.7 Conflict of Interest.
- F. Alcohol directive:
 - 1. Insurance requirements: Renters of facilities in which alcohol is served must sign an indemnification and hold harmless agreement before renting the facility (see attached Indemnification Agreement).
 - a. Commercial General Liability: At the time an application to rent a facility is submitted, organizations (not individuals) wishing to rent a City facility must also provide a copy of their Commercial General Liability policy, which must include coverage for Host Liquor Liability.

- (1) Minimum limits for Commercial General Liability:
\$500,000 limit per occurrence for bodily injury, personal injury and property damage, \$1,000,000 Aggregate.

- G. The City of Lewisville accepts no liability or responsibility for any theft or damage to persons or property arising from the use of any City facility, and any person or organization using said premise must agree herewith.
- H. All fees established for rental or use of City facilities, deposits, and facility damage fees are established in the City of Lewisville Code of Ordinances (Section 2-201. Fee Schedule).
- I. Except where designated in specific facility operational rules, security deposits will be due no later than two (2) weeks in advance of the use of the facility. The remaining balance will be due a minimum of 14 days in advance of the use of the facility. If the renter cancels the reservation more than 14 days prior to the use of the facility, all rental and deposit monies will be returned, less a cancellation fee. If the reservation is canceled less than 14 days in advance of the use of the facility, only the deposit will be returned. If the facility is rented less than two weeks from the date of its use, only a cash or credit/debit card deposit will be accepted.
- J. Credit/debit cards, cash and checks are accepted for payment of rental fees, deposits and any fines incurred. All payments within one week of event will be paid by cash or debit/credit card only.
- K. The renter making the reservation must be 18 years of age or older (or 21 years of age if alcohol is permitted) and shall be responsible for the actions and any damages incurred by the group.
- L. The City of Lewisville reserves the right to exclude any groups or individuals it deems unacceptable, based on past experiences. This may include, but is not limited to, groups who have damaged city property, groups who have exceeded city noise ordinances or groups who have used a city facility during hours which they had not rented.
- M. City departments and co-sponsored programs will not be charged any fees associated with the use of City facilities.

II. PROCEDURE

General Rules for Renters of City Facilities

- A. The renter shall pay for all damage to the facility, grounds, or furnishings caused by any person during or in connection with the use of the facility. If damage should occur, notification will be given to the renter. Costs to repair damage

caused by the renter will be deducted from the deposit. The renter will also be responsible for the cost of repairs or replacement that exceeds the deposit amount.

- B. After normal City operating hours, the renter is responsible for assuring the public use area of the facility is empty prior to locking up the facility after the conclusion of the event.
- C. All set up of tables and chairs will be done by the renter except for City Hall 3rd floor Reception Room. All tables and chairs must be stored properly at the conclusion of activity. Failure to return tables and chairs to the proper places will result in appropriate staff charges being deducted from the deposit as specified in the Fee Ordinance. City staff will be responsible for setting up tables and chairs for the 3rd floor Reception Room at the staff rate specified in the Fee Ordinance.
- D. Equipment may not be removed from any facility. Prior approval must be obtained to attach decorations to the ceilings or walls.
- E. Requests for DJ setups, sound equipment, or live entertainment must be submitted in writing to the appropriate City staff personnel no less than seven (7) days prior to the use of the facility. Noise levels must be within limits set by City ordinance or state law. Rental groups must follow rules of vehicle access for delivery.
- F. Renters are responsible for providing onsite traffic control and security if needed by the renter or when deemed necessary by the City.
- G. Activities for individuals under age 18 will require one (1) adult for every ten (10) children.
- H. No confetti of any form may be used in conjunction with ceremonies or social occasions held inside any facility. The throwing of rose petals or birdseed is permitted on facility outdoor grounds only. The throwing of rice is prohibited.
- I. The use of City telephones will be restricted to local calls only. Long distance calls will be allowed only with the use of a credit card or as collect calls.
- J. It is the responsibility of the renter to properly clean the facility immediately after it is used. City staff will inspect the facility and grounds after each use to determine if the deposit should be returned. Deductions will be made for failure to clean properly. For applicable facilities, renters will be required to sign a pre-rental facility condition checklist verifying their understanding of the condition of the facility prior to rental.
- K. Reservation times must include set-up and clean up.

III. GENERAL PROVISIONS

The City of Lewisville reserves the right to change, modify, amend, revoke or rescind all or part of this directive in the future.

FACILITY USE and INDEMNIFICATION AGREEMENT

The City of Lewisville, Texas, (hereinafter "the City") agrees to rent _____ (name of the facility) to _____ (name of renter). The Undersigned Renter has received a copy of Administrative Policy 4.1.1, Rental and Use Policies for City Facilities, and the specific operational rules for the above described facility, if any, and agrees to abide by the rules, regulations, requirements and procedures set forth therein.

In consideration with the City entering into this Agreement with the Undersigned Renter, and as a condition of this Agreement, the Undersigned Renter agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, demands, lawsuits, judgments, costs, fees, and expenses incurred for, but not limited to, personal injury (including death), property damage or any other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of, or be occasioned by, or in connection with, or in any way incidental to the use of the above described facility by the Undersigned Renter; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Undersigned Renter and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City, under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

In addition, if the Undersigned Renter is not an individual, it represents and warrants that it has a commercial general liability insurance policy with an available limit of \$500,000 per occurrence for bodily injury, personal injury, and property damage with a \$1,000,000 aggregate and that said policy will be in force and in effect on the date(s) of the use of the above described facility. Said policy must include coverage for Host Liquor Liability. A copy of said policy must be submitted to the City with the application to rent the above described facility.

ABOVE TERMS ACCEPTED:

SIGNATURE OF RENTER

DATE

PRINTED NAME OF RENTER