



City of Diboll  
Facilities Management  
Policies and Procedures

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# Introduction

## Purpose of Policies and Procedures

Provide a consistent guideline for Event Holders and users and to provide a safe and quality experience while using a City of Diboll Facility.

## Purpose of Fees

Generate revenues to offset the operational costs of the facilities and to provide funds for future capital improvements.

## Establishment of Fees

Rental fees for City of Diboll Facilities will be reviewed on an annual basis with consideration given to the service needs of the community, the facility target user market, competitive and reasonable rental rates, operational costs and the need for future capital improvements

# Definitions

**Event** - Any activity that takes place on a scheduled date on City of Diboll property

**Event Holder** - Any individual, organization, company or entity using and/or renting a City of Diboll Facility

**Facilities Management** - City of Diboll Civic Center Director

**Rental Agreement** - Written agreement between City of Diboll and Event Holder acknowledging use and fee arrangement for any Event held on City of Diboll property.

# Payment Policies

Unless otherwise noted, rates are set forth in the City of Diboll Facilities Management Fee Schedule, attached hereto and incorporated by this reference as Exhibit A.

## Rental Policy

All Event Holders shall be subject to a rental fee and pay a non-refundable security deposit at the time of booking an Event. The security deposit shall be due and payable at the time of booking an Event in order to preserve the requested date. The balance of the rental fee must be paid in full at least thirty (30) days prior to any event. If full payment is not received thirty (30) days prior to event, event will automatically be cancelled and any moneys paid will be forfeited. Money order, cashier's check, personal or corporate check, credit card, or cash will be accepted.

## Credit Card Policy

The City of Diboll accepts payment by Visa, MasterCard, Discover, and American Express. Per Local Government Code 130.0046 we assess a 3% fee to each transaction

## **Bad Check Policy**

Any checks returned by the bank for any reason will be subject to a thirty-five (\$35.00) returned check fee and will be turned over the County Attorney's office for prosecution.

## **Cancellation Policy**

All cancellations by Event Holder shall be in writing sixty (60) days prior to the Event and effective upon receipt by City of Diboll Facilities Management. City of Diboll shall not be responsible for any consequences monetary or otherwise due to cancellation by Event Holder. The maximum liability of the City to an Event Holder due to cancellation of an Event by the City, regardless of the reason for cancellation, is limited to the fees paid by the Event Holder. Cancellation outside of sixty (60) days of event are subject to a processing fee. Cancellation within sixty (60) days of event are subject to the total forfeiture of the security deposit.

## **Security Deposit**

The Event Holder shall be held responsible for all damages to and any necessary clean-up of the City of Diboll Facilities and property. The Event Holder may be required to post a booking deposit to defray the cost of repairs and clean up at the sole discretion of the City of Diboll. The final invoice will be reduced by the amount of the booking deposit if the facility and property are left in a clean state, key fob is returned, times not exceeded as specified for the event, all rules and regulations were followed during use of the facility, and there are no damages.

## **Fee Schedule Categories**

### *Standard Rate*

Applies to any for profit individual, organization, company or entity.

### *Non-Profit Rate*

Applies to any organization registered with the State of Texas as a non-profit (501(c)(3)) or similar qualifying non-profit entity. These events are charged a reduced base rental rate, subject to applicable surcharges.

### *Government Rate*

Applies to Angelina County/City Government departments (i.e., Law Enforcement, Elections, etc.). Use of the facility will be free of charge, if available.

## **General Usage Policies**

The City of Diboll retains control and management of City of Diboll Facilities at all times, and shall have the right at all times to enforce all rules and regulations described hereto, and shall have the right to eject all persons who fail or refuse to comply with the rules and regulations.

### **Access during Events**

City of Diboll Facilities Management employees responsible for management and maintenance of the facilities shall have the right to access the facilities at any time during any event.

## **Advertising**

Event holders shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of City of Diboll Facilities Management. The City of Diboll does recognize the need for event holders to display sponsor advertising, therefore advertising materials and locations will be determined on an event by event basis.

## **Alcoholic Beverages**

Alcohol is strictly prohibited at all City of Diboll Facilities unless the following criteria are met:

1. Alcohol consumption must be outlined in the Rental Agreement and details determined (such as: location, time, security plan) during planning meetings with Facilities Management. If alcohol is to be consumed on the premises of a City of Diboll facility, Event Holder is required to obtain a current liquor license holder for the facility being used. Event Holders will need to schedule at least 30 days in advance with the Facilities Management.
2. If alcohol is to be SERVED, or otherwise made available in any City of Diboll Facility the following requirements must be met:
  - a. Provide a Texas Alcoholic Beverage Commission (TABC) certified bartender of Event Holder choice to distribute alcohol. Copy of all licenses and ID's must be provided to Facilities Management thirty (30) days prior to the Event.
  - b. Provide certificate of insurance including host liquor liability as described in the insurance section herein. (See Insurance Requirements)
  - c. Provide security plan to Facilities Management for final approval a minimum of 30 days prior to scheduled event. (See Security Policy)
  - d. If the Event Holder fails to disclose that alcohol is to be served or otherwise made available as described in numbers 1 through 2 above, the Event Holder, participants, spectators and anyone else involved with the event are subject to removal, citation or arrest at the discretion of the City of Diboll Police Department.
3. CIVIC CENTER
  - a. Alcohol SALES will be not be permitted.
  - b. BYOB events will be permitted, but will follow the rules and limitations set by the Facilities Management. Cooler size will be limited to 48 quart maximum. Coolers will be limited to personal vehicles, or designated booth space for the event.
  - c. Alcohol SERVICE will be permitted with limitations. Only the Event Holder may provide this service and will abide by the same security rules stated above.
  - d. No alcohol may leave the building the Event Holder has retained.
  - e. Alcohol consumption will be permitted during the hours approved and regulated by the Texas Alcoholic Beverage Commission (TABC) which include:
    - Monday - Friday 7:00 am to 12:15 am
    - Saturday 7:00 am to 1:15 am
    - Sunday 12:00 pm to 12:15 am
4. Any event, where a ticket must be purchased to enter the event, and includes the serving of alcohol (at no additional cost to those attending), must make provision for alcohol to also be available outside the room of the event (at no additional charge). This indicates that a purchase of the event ticket is not required for the consumption of alcohol.

## **Animals**

Event Holders utilizing a City of Diboll Facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Event Holder assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the Event Holder's care and control.

Event Holder is responsible for removing all animal debris including hay and manure from the premises. Failure to meet this requirement may result in an additional clean-up. All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called. As required by Texas Animal Health Commission, negative Coggins certificate must be required for all equines brought into the facility. All other animals must comply with state mandated regulations from the Texas Animal Health Commission.

## **Animals in the Civic Center Building**

No animals will be allowed in the Civic Center building, except service animals, without written permission from Facilities Management.

## **Candles & Open Flames**

Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and enclosed tea light candles on table tops. Any other open flame will be allowed at the discretion of the Facilities Management and must comply with Section 308.3. No pyrotechnics inside.

## **Clean-up Guidelines**

Each event differs in clean-up requirements; refer to your contract for details.

Failure to meet the clean-up requirements may result in a clean-up fee or total forfeiture of the security deposit.

## **Decorations**

All decorating plans must be submitted and approved by Facilities Management a minimum of 30 days prior to an event. Regardless of the facility or the type of decorations, the Event Holder must remove all decorating materials immediately following the event. Banners, posters, signs are prohibited for distribution either inside or outside of the facility. No decorations may be hung with nails, thumbtacks, adhesives, or any form of adhesive material on inside walls, woodwork, ceiling, doors, or windows. Nothing may be hung, attached or suspended from any part of the building without express written consent of the Facility Management. Absolutely no glitter or confetti allowed.

## **Deliveries**

Deliveries for Event Holders may not be accepted by City of Diboll employees without prior written approval by Facilities Management.

## **Event Marketing**

City of Diboll Facility Management employees shall not be responsible for event promotion. The City of Diboll Government logo may not be used on any promotional material without the express written consent of City of Diboll.

## **Event Staffing**

Event Holders shall provide all security, ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the Rental Agreement. City of Diboll may be able to provide personnel for limited activities. A City of Diboll Facilities Management employee may be on site or on call while facilities are occupied. This will be determined on an event by event basis and finalized during planning meetings.

## **Facility Alterations**

Event Holders may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any facilities or facility equipment.

## **Fire Safety Standards**

All fire regulations in the Uniform Fire Code as amended and approved by the local jurisdiction shall be strictly observed. The UFC regulates the placement of tables and chairs, decorations, dimensions of all aisles and exits, etc. Facilities Management will work with Event Holder during planning meetings to ensure compliance with the UFC. However, the Event Holder is ultimately responsible for compliance.

## **Floor / Area Plans**

Event Holders shall submit floor / area plans to Facilities Management at least 30 days in advance of event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, parking areas, loading and unloading areas, etc. Facilities Management will work with each Event Holder on specific needs and requirements to ensure compliance with fire safety standards and facility requirements.

## **Fog & Smoke Machines**

Use of fog or smoke machines is restricted to outside only. Inside use is prohibited.

## **Food Service / Event Catering**

The City of Diboll Facilities Management must be advised of any event which plans to serve food. All food brought into the Civic Center (with the exception of cake) must be catered unless there is prior written approval by Facilities Management. A Cater is defined as an individual or business which has a health certificate and a tax I. D. for serving food. Refer to your contract for details for complete list of kitchen rules and responsibilities. Failure to comply may be subject to the total forfeiture of the security deposit.

## **General Compliance**

Event Holder agrees to comply with all applicable governmental agencies, ordinances and statutes. Event Holder assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with City of Diboll and the State of Texas.



## **Glass Containers**

Glass drinking containers are not permitted in any City of Diboll Facility or parking lots, with the exception of individual beverage glasses confined to the building the Event Holder has retained

## **Guns & Gun Show Policy**

Firearms and handguns are prohibited in all areas of the civic center except by specific permission from the Civic Center Director. Exhibitors displaying approved firearms must comply with all federal, state and local laws governing the possession and/or sale of such. Firearms may not be loaded or fired in the interior or exterior of the center, including parking areas.

Individuals possessing a firearm or handgun must leave the premises immediately upon exiting the gun show. Trigger mechanisms must be secured with tie wraps or similar devices. All weapons must be checked at the door before entering and again when exiting the building. This policy does not apply to licensed peace officers or individual licensed under article 2.122 of the Texas Code of Criminal Procedure.

## **Hazardous Waste**

The Event Holder agrees, at all material times Event Holder is on City of Diboll property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by City of Diboll and/ or any applicable laws. In the event the Event Holder shall be in possession of such hazardous or toxic waste, the Event Holder shall immediately notify Facilities Management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials.

Additionally, Event Holder agrees not to dispose of any refuse or empty any fluids on City of Diboll property. In the event the Event Holder, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by Facilities Management, or shall otherwise violate the provisions of this paragraph, City of Diboll Facilities Management will look to the Event Holder and shall subject the Event Holder to possible fine or penalties, plus any costs incurred by City. Such fine or penalties shall be imposed by Facilities Management for each infraction and Event Holder shall be deemed in material breach of the Rental Agreement and subject to immediate termination of the Rental Agreement and removal from the property.

## **Health Permit Requirements**

When an event involves a temporary food service operation or food demonstration, the Event Holder is responsible for complying with all State Health Department guidelines. The County Health Officer can issue a temporary food service certificate for such events.

## **Helium Balloons**

Helium balloons may not be distributed or sold inside the facility. With prior approval of the Facility Management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in the facility, a charge for the removal of the balloons will be assessed to the lessee.

## **Holiday Restrictions**

City of Diboll Facilities are officially closed on the following holidays: Thanksgiving Day and Christmas Day. Additional costs will be incurred for use during City of Diboll scheduled holiday.

## **Indemnification**

To the fullest extent permitted by law, the Event Holder shall indemnify and hold harmless the City of Diboll, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Events Holder's event, pursuant to the Rental Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Event Holder, any officer, employee, representative or agent of the Event Holder, anyone directly or indirectly employed by the Event Holder, or anyone for whose acts the Event Holder may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify the City of Diboll hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the City of Diboll, or its officers, agents or employees.

Event Holder's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

With respect to any and all claims against the City of Diboll or any of their officers, employees or agents by any employee of Events Holder or anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Event Holder, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

## **Insurance Requirements**

Certificate of Insurance: The Event Holder, depending on the nature of the event, may be required to procure and maintain, at its own expense, insurance with insurers with an A- or better rating as determined by Best's Key Rating Guide, the following policy of insurance: Commercial General Liability Insurance/General Liability Insurance. Said insurance will provide limits as indicated in the contractual agreement for the specific building facility and event.

## **Intellectual Property**

Event Holder will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Event. Event Holder agrees to indemnify, defend and hold City of Diboll, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material. The City of Diboll Government logo may not be used on any promotional material without the express written consent of City of Diboll.

### **Key Fob Distribution**

Facility keys distribution will be arranged during event planning meetings. Loss of keys may result in the expense on the Event Holders part to re-key the facility.

### **Liability Limitations of Parking**

City of Diboll shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on City of Diboll property. Event Holders are responsible for requesting designated parking. Guests of a City of Diboll Facility who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

### **Lost or Stolen Articles**

City of Diboll shall not be responsible, under any circumstances, for property of the Event Holder while on a City of Diboll Facility premises. City of Diboll Facility Management will accept lost and found articles for distribution during normal business hours.

In addition, City of Diboll Facility Management is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County Facility shall be the responsibility of the Event Holder. All articles, equipment, exhibits, displays or materials shall be brought into the facilities only at such hours as designated by the Rental Agreement. Event Holder assumes all responsibility for any goods or material, which may be placed in County's storage before, during, or after an Event.

### **No Smoking**

Smoking and vaping are prohibited in all enclosed areas without exception. Smoking refers to the use of traditional tobacco products. Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices. Persons must maintain a distance of 20 feet from all entrances.

### **Open Carrying of Firearms**

The carrying of firearms is pursuant to current Texas Statute.

### **Parking Lots and Roadways**

Multiple Events may be conducted simultaneously at City of Diboll Facilities. It is the Event Holder's responsibility to coordinate with Facilities Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for City maintenance workers. Parking lots are subject to availability.

### **Photos**

City of Diboll Facilities Management may take photos of public events held at City of Diboll Facilities. These photos shall be the property of City of Diboll and may be used by City of Diboll Facilities Management for educational or promotional materials.

### **Planning Meeting**

As deemed necessary by Facilities Management, planning meetings will be conducted for certain events. These meetings shall be scheduled on an agreed upon date and time. All planning meetings must take place no later than thirty (30) days prior to Event Holder's scheduled Event.

## **Reservations**

Event Holders must contact City of Diboll Facilities Management to determine date availability and complete a Rental Agreement. There is no guarantee of availability until a signed Rental Agreement is completed and a security deposit paid.

## **Sales Tax Collection**

Event Holders and Event Holder vendors are responsible for payment of all sales, use, assessments and/or fees in compliance with City of Diboll, the State of Texas. It is the Event Holders and/or the Event Holder vendors, responsibility to collect and submit payment.

## **Security Policy**

City of Diboll Facilities Management has the right to require security at any Event. Facilities Management determine Event security needs. Security is required at all events with alcohol. The Event Holder will be responsible for contracting and paying security. All Event security plans must be submitted and approved by Facilities Management a minimum of thirty (30) days prior to an Event. Security plan must meet the following criteria:

1. Security Officer(s) must be scheduled to arrive thirty (30) minutes prior to the event.
2. One (1) Security Officer is required per one-hundred (100) guests.
3. Security Officer(s) will remain onsite until the event is complete and all guests have left the property. It is up to the discretion of Security as to the number of officers needed as the event ends and cleanup begins.
4. Security officer(s) must be TCLEOSE certified and have a commission held by a credited agency on a full time basis to work security for any City of Diboll facility. Copy of all licenses and ID's must be provided to Facilities Management thirty (30) days prior to the Event.

## **Sub-Leasing**

Sub-Leasing is not available. If sub-leasing is reported, Event Holder contract will be immediately terminated.

## **Time of Events - Operating Hours**

The City of Diboll reserves the right to regulate the time, place and manner of proposed activities in its facilities after considering all applicable factors and interests. No event can last longer than 1:15 am and all persons including Event Holder must leave the Facility property at 1:15 am unless otherwise approved by a majority vote of the City of Diboll City Council.

## **Use of or Loss of City Equipment**

Without prior coordination and agreement of Facilities Management, Event Holders shall not operate City-owned equipment including sound, lighting, or projection equipment without the express written consent of City of Diboll Facilities Management. No equipment from a City of Diboll facility may be rented, loaned or removed. Additionally, Event Holder shall not dispose of in any manner equipment or materials owned by City of Diboll Government.

## **Use Restrictions**

City of Diboll Government and/or City of Diboll Facilities Management may refuse Event bookings when it is their opinion that the Event may cause undue or unusual damage to the facilities or that may violate local, state or federal laws, rules or regulations. City of Diboll Government and/or City of Diboll

Facilities Management may refuse Event bookings when it is their opinion that a requested Event conflicts with a similar Event previously scheduled on the premises. Once a Rental Agreement has been signed and executed and deposit has been paid in full to the City of Diboll, the City may, in its sole discretion, agree not to schedule a like Event on any part of the grounds during the same period of time as that scheduled by the Event Holder.

The Facility Management reserves the right to refuse any individual or group the privilege of using the facilities due to abuse of any facility policy, including but not limited to:

1. Past violations of the facility rental contract and/or policies
2. Past disregard for persons or property while using the facility
3. Past conduct which is deemed to be of an inappropriate manner
4. Failure to make full payment for any and all charges connected with renters use of facility

**City of Diboll Facilities Management rental policies and procedures are subject to periodic review. The policies and procedures in place at the time of the signing of the Rental Agreement will govern.**

## **Limitation of Liabilities**

Notwithstanding anything herein to the contrary, City of Diboll will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the City of Diboll facilities, however arising, including failure of voice or data lines, even if City of Diboll has been advised of the possibility of such damages. City of Diboll liability will in no Event exceed the amount received under this agreement for damages arising out of, relating to, or in any way connected with the Rental Agreement. Users of City of Diboll facilities are advised to procure Event cancellation insurance.

City of Diboll will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid under the Rental Agreement.

# Exhibit "A"

## City of Diboll Facilities Management Fee Schedule

Security Deposit		\$400.00
<b>Standard Rental Rates</b>		
Monday - Thursday	8:00 am - 1:15am	\$300.00
Friday	8:00 am - 1:15am	\$400.00
Saturday	8:00 am - 1:15am	\$1100.00
Sunday	12:00 pm -10:00 pm	\$300.00
<b>Non-Profit Rental Rates</b>		
Monday - Thursday	8:00 am - 1:15am	\$300.00
Friday	8:00 am - 1:15am	\$300.00
Saturday	8:00 am - 1:15am	\$500.00
Sunday	12:00 pm -10:00 pm	\$300.00
<b>Government Rental Rate</b>		
Monday - Thursday	8:00 am - 1:15am	\$150.00
Friday	8:00 am - 1:15am	\$150.00
Saturday	8:00 am - 1:15am	\$500.00
Sunday	12:00 pm -10:00 pm	\$150.00
Clean up Fee		\$400.00
Returned Check Fee		\$35.00
Processing Fee		\$50.00
<b>Equipment</b>		
Bleachers		\$100.00
Stage		\$100.00
Sound Equipment		\$100.00
LCD Projector w/ retractable screen		
Lighting Equipment		
Tables, Chairs		\$0.00