



## ROSE COMPLEX CENTER

### OPERATIONAL POLICIES AND PROCEDURES

The following list represents a summary of City policies and requirements for events. This list is a summary and is not inclusive of all City policies and regulations. We strongly advise the Lessee to contact the Parks and Recreation Department (PARD) staff thirty (30) days prior to the event to review the details of the plans for the event. The PARD staff shall determine the classification of a particular event, whose decision shall be final, as it relates to determining such factors as insurance, non-profit status, security, catering/concessionaire and/or first aid requirements.

**Advertisements** - Lessee shall not circulate advertisements, tickets, or any other written material in or on the RCF grounds, including the parking lot area, without written permission from the PARD Director.

**Alcohol Policy** - No alcohol may be served or consumed at City facilities, including the RCF, unless stipulated in the Lessee's contract. Anyone using the facility and receiving a fee of any kind must have a catering/liquor license from the Texas Alcoholic Beverage Commission in order to sell or serve alcoholic beverages on premises. The amount of alcohol consumed by any guest will be the responsibility of the lessee and not the responsibility of the RCF. For all questions about TABC compliance call 903-939-0481. The Lessee will be responsible for any liability arising as a result of allowing alcohol consumption. (See Security and Insurance Requirements).

BYOB events are not permitted. Only one (1) designated person is allowed to bring in alcohol before any guests have arrived. Once guests start arriving, no more alcohol is allowed in the building.

No glass bottles of any kind are allowed. There are to be no beer bottles, no liquor bottles, no wine/champagne bottles, etc., unless being served by a bartender. These bottles must remain behind one table and the alcohol be poured into cups. No alcoholic glass bottles are ever allowed to be set on guest tables.

Service and consumption of any alcohol may take place only within the interior of any RCF building unless a patio or outside areas has been rented. Alcohol shall only be consumed in the area rented.

All Lessees serving or allowing alcohol are required to complete a waiver.

**American with Disabilities Act (ADA) Compliance** – RCF's are ADA compliant. As new standards are introduced, it is our goal to implement those changes or upgrades in a timely manner. In accordance with the ADA, we are responsible for permanent premises access accommodations, such as, but not limited to, wheelchair lifts, elevator standards, door width standards and restroom accessibility. It is the Lessee's responsibility to provide non-permanent accessibility requirements, such as, but not limited to, hearing-assisted or visually assisted devices and temporary seating accessibility and/or interpreters.

**Animals** - No animals will be brought into the facility, other than as required by disabled persons or for an event designated as an animal show, circus, rodeo, etc. without written permission from the PARD Director.

If the Lessee intends to include or display animals as part of the proposed activity, the Lessee shall immediately notify both the City. Depending on the type of animal and/or nature of the event involving the animal, City may refuse such animal activity or may place additional restrictions thereon. Proper permits will be required for any proposed activity.

**Automobiles** – Automobile, ATV's, and/or any motorized vehicle will not be permitted inside any building.

**Balloons** – Balloons may be used for decorative purposes when they are permanently affixed to displays or objects. Balloons are not to be released or let go inside of any RCF. If helium balloons are released on purpose or by accident within the facility, labor costs associated with removal of the balloons will be charged to the Lessee. The Lessee should make every effort to prevent balloons from escaping decorations and alert staff immediate if a balloon has reached the ceiling.

**Banners, Posters, Signs** - These items are prohibited for distribution either inside or outside the facility. No signs, flyers or banners may be hung with adhesives or adhesive tape on inside or outside walls. Outdoor signs and banners must be authorized by PARD Director before installation.

**Building Disfiguration** - No holes may be drilled, cored, or punched in the building. Painting is prohibited anywhere on premises. In an instance where there is risk of damage to carpeting, a protective coating, such as plastic, must be used. Lessee is responsible for the repair or replacement of any damage or disfiguration to the facility.

**Candles** – No open flame candles. Votive candles in a hurricane lamp and floating candles may be approved. All candle use requires pre- approval from the PARD Director.

**Catering/Food** - Lessee shall advise the RCF staff of caterer/concessionaire and setup time needed. If a caterer is used, the Lessee and caterer will be required satisfy all NET Health Department provisions for permit, as well as liability insurance.

**Children** – Children MUST be supervised at all times. Children are not allowed in the kitchen area. No exceptions.

**Cleaning** - Lessee shall leave the facility in the same clean condition in which it took possession. All trash shall be removed immediately to the outside dumpster after the event is over. The time it takes to clean the leased area is part of the event time and if more time is needed, an additional fee will be charged.

**Confetti** - Throwing rice, confetti, birdseed, or rose petals is prohibited anywhere on the RCF premises. No glitter. No small and/or sticky candy.

**Connecting to Any System** - You must have written permission from the PARD Director to connect to any of the facilities' electrical or communication systems. Lessee will be responsible for having a licensed technician to make connection and disconnection. Accessibility to equipment rooms and utility boxes is prohibited without authorization from facility official. Use of splitters on plugs is prohibited.

**Contractor Requirements** - It shall be the responsibility of the Lessee to submit to the PARD Director, in writing and no later than 30 days prior to the first move-in day, a list of the service contractors the Lessee intends to use. All contractors must be properly licensed and permitted before they can enter the Complex facilities. A contractor's certificate of liability insurance may be required to be on file in the PARD office.

**Corridors, Lobby and Hallways** - Corridors, lobby and hallways are common space and are not part of any leased area. Unless the entire facility is rented, corridors, lobby, and hallways may be used only with written permission from the PARD Director. Furniture and furnishings are permanent fixtures. They may not be moved and may be leased for individual events only with permission from PARD Director. It will be the responsibility of RCF staff to place the furniture, etc., in appropriate storage until after the event.

**Damage Deposit (Refundable)** - Lessee must furnish the City at least thirty (30) days prior to the event, a cashier's check, credit card, or bank draft in the amount specified in the contract as a damage deposit. This deposit will be refunded after the event should the facilities be returned in satisfactory condition and no additional charges accrue during the event.

**Decorating** - No decorations will be attached in or on the building or equipment without the approval of the Lessor. Decorations or signs may not be attached by nails tacks, staples, screws, or pressure sensitive tape. No duct tape or carpet tape. No hot tubs, decorative fountains, or other aerosolizing devices are to be displayed and/or used at any RCF. All decorations must be of non-flammable materials. No draping on the ceilings to cover sprinklers or exit signs at any RCF facility.

All equipment, decorations and personal items must be removed by the end of the contract period unless prior arrangements have been made with PARD Director.

**Dumpster** - Extra pickup after event may require an additional fee.

**Electrical Equipment** - All electrical equipment must be U.L. and City of Tyler approved. Accessibility to equipment rooms and utility boxes is prohibited without authorization from a facility official.

**Equipment** - Lessee must be prudent when stacking items or equipment on tables, stages, or chairs. Lessee must use good judgment in weight distribution. Tables, chairs, and stages are designed for minimum amount of weight and items, or equipment should be distributed evenly over them to prevent overloading.

**Exit Doors/Aisle Space** - A 10' clearance on both sides (egress and ingress) with no physical obstruction must be maintained at all times. All Exit doors must remain unlocked during all show hours. Aisle space must be 5' minimum.

**Event Accessibility** - The RCF staff must have complete accessibility to all meeting areas, kitchen areas, corridors, and hallways before, during and after all events. The RCF Manager must authorize in writing any exclusivity to an area.

**Fees** - Full payment is required at least ninety (90) days prior to event. MasterCard, Visa, or Discover credit cards, bank draft, money order or cashier's check will be accepted for payment.

**Flammable Liquids** - Flammable liquids such as, but not limited to, gasoline, kerosene, bottled gas, and oil are not permitted inside the facilities of the RCF.

**Flammable and Volatile Materials** - All such materials, including materials under high pressure, are prohibited unless approved in writing by the Tyler Fire Department and the PARD Director.

**Floor Plans/Diagrams** - A diagram/floor plan must be submitted and approved, allowing adequate aisle space required by the Tyler Fire Marshall (5' minimum), at least fourteen (14) days prior to the first day of setup. Floor plans must be drawn as close to scale as possible with service contractor equipment, aisle widths, primary entrance, concession area(s), and meeting area(s) on show floor or activity rooms indicated.

All RCF equipment not secured by contract is available on a first-served basis contingent upon the date of receipt of the setup diagram. Failure to have the setup diagram/floor plan available as required absolves the Lessor of the responsibility to have adequate personnel scheduled for setup. Due to allocation of equipment and manpower, only minor changes can be made regarding the original diagram/floor plan once it is received by the Lessor. Requests for major changes in the setup may be subject to additional fees as outlined in the rental contract.

**Freight** - The City of Tyler will not be held liable for any pre or post event freight. All pre-event freight must be signed for by the Lessee or designated person. Lessee or designated person is responsible for sending all post event freight out of any RCF building. Any freight left on premises after the specified lease time will be stored by the RCF staff and Lessee may be charged a storage fee of \$100.00 per day.

**Glass Containers** - No glass bottles of any kind will be allowed inside the RCF facilities.

**Hanging or Ceiling Rigging** - Nothing may be hung, attached to, or suspended from any part of the facility without the express written consent of the PARD Director.

**Insurance Requirements** - Lessee must furnish the City, at least thirty (30) days prior to the event, a Certificate of Insurance proving that a public liability insurance policy is in effect in which the Lessee is named as insured. The City of Tyler, PARD, must also be named as additional or co-insured party. Host liquor or liquor liability coverage must be included in the policy coverage if alcoholic beverages are going to be present at the event.

**Lost/Damaged Articles** - All items that are left after an event will be kept in the RCF office area for a period of thirty (30) days. The City of Tyler will not be held responsible for these items in any way. The City of Tyler is not responsible for vehicle damage or theft.

**Outdoor Signage** - Outdoor signage is only allowed upon rental of an RCF building. These signs may be installed prior to event and must be removed twenty-four (24) hours after the event, based upon the approval of the PARD Director.

Signs are allowed in the right-of-way, which is property between the back of the curb and the property line. Signs are also not allowed on the telephone poles. Any signs found in the right-of-way or on telephone poles are subject to immediate removal by the City of Tyler.

The maximum fine for a violation is \$2,000 for each violation. Each day a violation exist shall constitute a separate offense. A violation of the City of Tyler Sign Ordinance may result in a criminal prosecution in the City of Tyler Municipal Court.

**Parking Lots** - The RCF parking lots may not be used for commercial exhibits, displays, promotions, etc. without the express written consent of the PARD Director. If permission is granted, the Lessee must not drill, bore and/or punch any type of hole in the surface of the parking lot. Lessee will also leave the parking lot area clean, and all trash removed. Any damage to the landscaping in and around the parking lot will be replaced at the cost of the Lessee. Lessee may not charge for parking.

**Permits/Permission** - It is the ultimate responsibility of the Lessee to obtain the necessary permits/permission for their event. This includes, but is not limited to, health permits, pyrotechnics, music licensing, etc.

**Recreational Vehicle Parking** – No overnight RV parking will be permitted.

**Room Setup Fee** – To the extent of our inventory, a one-time set up within each of your leased meeting space is provided. Changes to the onetime set up and additional room sets, or changeovers will be charged to Client accordingly. Instructions for room setup are the responsibility of the Client and should be given to PARD employees at thirty (30) days prior to the event. Minor adjustments to a set up will be judged on a case-by-case basis.

**Security** - A minimum of 2 uniformed security guards must be present when your guests arrive (regardless if alcohol will be served/consumed or not). You are required to have 1 guard per 125 guests. ALL security must be present before alcohol is served. All security must have a copy of the rules during event. Security is required to stay until the last person has left the building. The Lessee is responsible for this expense. The Lessee is required to complete the attached Security Contract.

**Smoking** - The buildings that comprise the RCF are smoke-free facilities. Outside smoking is permitted in designated areas only.

**Storage** - Lessee may not store equipment of any kind in or on the grounds without written permission of the PARD Director. (See Freight).

**Tickets** - Lessee is responsible for furnishing all tickets and for advance and performance date sale of tickets. Lessee shall not, under any circumstances, print more tickets for any one performance than there are seats available. Tickets at the event may be sold from the leased ticket office(s). PARD Director may require, for commercial events, that tickets be numbered. If so, beginning and ending numbers must be reported prior to commencement of sales. Ticket stubs will then be presented to the PARD Director prior to the release of the security (damage) deposit for verification. All tickets, including Class I and Class II

events, may be subject to sales tax. Questions may be directed to the Texas State Comptroller at 1-800-252-5555.

**Use Restrictions** - City of Tyler PARD Director may refuse, modify, or terminate 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. PARD Director may refuse event bookings when it is their opinion that requested event conflicts with a similar event previously scheduled on the premises. PARD Director reserves the right to refuse, modify, or terminate any individual or group the privilege of using the facilities due to abuse of any facility policy, including but not limited to:

- a. Past violations of the facility rental contract and/or policies at this or similar facilities.
- b. Past disregard for persons or property while using the facility or similar facilities.
- c. Past conduct in violation of local, state, or federal law, rules, or regulations.
- d. Failure to make full payment for any and all charges connected with renter's use of facility or similar facilities.

**Note: The PARD Director shall have the final discretion over disputes regarding all rates, rules, and regulations.**

**THE LESSEE AGREES TO COMPLY WITH ALL OF THE ABOVE OPERATIONAL POLICIES.**

CITY OF TYLER

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Date

LESSEE

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Date