

# Welcome to the Palacios Pavilion!

## Palacios Pavilion Policies & Procedures

### **RESERVATIONS:**

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Reservations are booked on a first come-first served basis and can be made up to 2 years in advance of the rental date. Reservations are considered confirmed when rental deposit fees are received, a rental agreement is signed by both the renter and the Pavilion Coordinator and a credit card number is provided to be kept on file until the closing of the event. No verbal agreements will be honored.

Payments for deposits and rental fees may be made only in the form of money orders, checks and credit card payments. MasterCard and Visa are accepted. Checks and money orders should be made payable to "City of Palacios – Pavilion" and mailed to P. O. Box 845, Palacios, TX 77465 or paid in person at City Hall, 311 Henderson St. Returned checks will be charged a \$50.00 fee and the rental may be subject to cancellation. A valid credit card must remain on file with the City during the event and until the event is successfully closed out.

Partial payments for a minimum of 50% of the rental fee are accepted when the full deposit is paid no less than sixty (60) days prior to the event and the remaining balance is due, paid in full, no less than thirty (30) days prior to the event. The Pavilion exercises the right to create a wait list for the date of your event. If full payment is not paid in full at least 30 days prior to the event, the rental will be moved to the next person on the wait list and your deposit forfeited.

If the event is cancelled less than 24 hours prior to the scheduled event, no deposit or payment will be refunded. If the event is cancelled less than thirty (30) days prior to the event, no deposit will be refunded; however, 50% of the rental fee will be refunded. If the event is cancelled more than 30 days prior to the event, no deposit will be refunded; however, 75% of the rental fee will be refunded.

A \$75.00 charge will be assessed and paid in full prior to renter changing any rental date to another day, which must be agreed upon by the Pavilion Coordinator.

Repeat renters may roll over a deposit from one year to another date provided the date is available, and the rental fee is paid in full at least 60 days prior to subsequent events. If the rental fee is not paid in full at least 60 days prior to the event, the date will be opened for rental and the deposit fee will be forfeited.

### **USE OF SPACE:**

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The MAXIMUM number of persons allowed on the upper floor of the Pavilion at any one time is 200 including the exterior deck. Rental of the Pavilion includes the use of the upper and lower floor areas including: the main room, catering kitchen, restrooms/dressing areas and upper outside deck, lower deck restrooms and open space. Renters have no access to the storage area on the upper floor. No animals are allowed on the upper floor of the Pavilion. The Pavilion is a smoke-free/tobacco-free ADA facility. E-cigarettes or vape devices are not allowed for use on Pavilion property.

Kitchen is CATERING ONLY and includes: serving window to main room, ice machine, food warmer, refrigerator, stainless prep tables/ sinks and dumb waiter for transporting items from below. Coolers are allowed in the kitchen area only. Fire extinguishers are available throughout the Pavilion, including the kitchen. No glass containers on Pavilion property.

Renters must participate in a pre-event walk-through of the premises with the Pavilion Coordinator at least 48 hours prior to the event AND within 12 hours after the event.

**The facility must be left clean and in the same condition as it was prior to the event.** A refund of the deposit fee, less any deductions for cleaning or damage, will be mailed to the renter within 30 business days.  
Form R-2 P&P 2-1-18

days after the event. Misuse of the Pavilion, including any non-compliance with the Pavilion rules included in this document, could result in forfeiture of your deposit and denial of any future use.

**TRASH DISPOSAL:**

**Initial\_\_\_\_\_**

Large trash cans are available for use. Renter is required to provide 32-gallon trash bags for their use in these cans. A dumpster is available for renter’s use only and all trash generated by the event should be taken out of the Pavilion and placed in the dumpster. Any large decorative items to be disposed of should be removed from the premises by the renter and NOT placed in the dumpster.

**SECURITY:**

**Initial\_\_\_\_\_**

If alcohol is served, one (1) security guard must be present at the event at all times. The bar should be confined to one specific spot, pre-arranged with the Pavilion Coordinator. If more than 200 persons attend any event, whether alcohol is served or not, two (2) security guards are required to be present at all times during the event. The security agreement or contract with an approved security company or law enforcement officers providing security must be provided to the Pavilion Coordinator at least five (5) business days before the event. If at any time the required security guard(s) is not present, the event will be cancelled immediately and all guests will be asked to immediately vacate the Pavilion and the security deposit and rental fee will be forfeited. A Security Contract is available for renter’s use.

**LIABILITY:**

**Initial\_\_\_\_\_**

The Pavilion is not responsible for any personal property left in the Pavilion, or on Pavilion property, before, during or after an event. The Pavilion is not responsible for any lost or stolen items. We reserve the right to remove all personal property from the building at the end of the rental event period. Should property or trash be left behind for Pavilion staff to remove or dispose of, the security deposit will be forfeited.

The renter agrees to defend, indemnify and hold harmless the City, its employees and agents from any and all claims, causes of action, costs and liabilities of every kind and nature whatsoever, directly or indirectly resulting from or caused by the use of occupying of the Pavilion by the renter, renter’s guests, invitees, vendors or licensees.

Should a situation arise that results in the Pavilion Coordinator or other assigned employee to be present at the Pavilion before or after the agreed hours of the event, a \$50/hour fee will be assessed to the renter.

**2018 RATES FOR PAVILION USE**

| <b>Usage Period</b>                    | <b>Rental Fee</b> | <b>Refundable<br/>Cleaning/Damage/Security<br/>Deposit</b> |
|--|-------------------|--|
| Friday (12 hours)                      | \$650.00          | \$250.00   |
| Friday & Saturday (12 hours/day)       | \$1,000.00        | \$250.00/day   |
| Friday (6 hours) & Saturday (12 hours) | \$800.00          | \$250.00/day   |
| Saturday only (12 hours)               | \$650.00          | \$250.00/day   |
| Sunday only (12 hours)                 | \$500.00          | \$250.00   |
| Saturday & Sunday (12 hours/day)       | \$1,000.00        | \$250.00/day   |
| Friday, Sat & Sunday (12 hours/day)    | \$1,400.00        | \$250.00/day   |
| Monday thru Thursday (6 hours)         | \$200.00          | \$250.00/day   |

IRS-designated non-profit organizations may be eligible for \$100.00 discount on weekend rates and \$50.00 discount on weekday rates (must provide a copy of IRS designation letter).

NOTE: Rental rates are subject to change.

**EVENT PLANNING:**

Initial \_\_\_\_\_

Renter will set up all tables and chairs provided by the Pavilion. per the renter's instructions. Tables and chairs are for inside use only. A \$25.00 penalty will be assessed for each chair or table removed from the Pavilion's upper floor interior.

Decorations may not be placed on any exit sign marked "Emergency." Specific "Command@" products are the only acceptable method of placing decorations on doors/walls. No decorations may be hung from the ceilings of the Pavilion. If another method of placing decorations on doors/walls is used, the security deposit will be forfeited. TAPE OF ANY KIND, TACKS, PUSH PINS OR NAILS ARE NOT ALLOWED FOR USE IN THE PAVILION. No burning candles or fireworks are allowed. Use of candles/fireworks will result in the forfeiture of the security deposit and will prohibit future use of the Pavilion. The Pavilion encourages the use of battery operated candles.

**CATERING KITCHEN, VENDORS AND DELIVERIES:**

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The Pavilion Coordinator will not provide keys to vendors/caterers or delivery personnel, nor will the coordinator accept or sign for any deliveries. The renter must be present for all deliveries/vendors/caterers to be admitted to the site. The renter may cater their own event or hire a caterer. Renters who use caterers are encouraged to arrange for a site visit for the renter, caterer and Pavilion Coordinator prior to the event. If the renter or caterer leaves the kitchen or lower level area unclean, including loose debris, the security deposit will be forfeited. No open flame cooking is allowed on the upper floor of the Pavilion. An approved warmer with "sterno" cans may be used.

Deliveries from vendors may only be made during the time period of the rental. Vendors must adhere to all parking regulations and may not drive on any surface except a driveway or marked parking space. Any misuse of the property or Pavilion will result in the vendor being permanently barred from serving at the Pavilion on the day of the event or in the future.

**SALES AND CONCESSIONS:**

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Renters must have written permission from the Pavilion Coordinator to provide sales or concessions during an event. All vendors must comply with the rules in this document or they will not be permitted on Pavilion property in the future.

**ALCOHOLIC BEVERAGES:**

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Alcoholic beverages are allowed on the Pavilion property in non-glass containers ONLY. Kegs and frozen drink machines must remain in the catering kitchen or on the lower deck and are not permitted outside the catering kitchen on the upper floor of the Pavilion.

If the renter is providing alcoholic beverages to be sold at a cash bar, the renter is responsible for obtaining a Temporary Alcoholic Beverage Permit from the Texas Alcoholic Beverage Commission for however many days the event is held. A copy is required to be furnished to the Pavilion Coordinator prior to the beginning of the event. Failure to provide the copy of the permit will result in the renter being UNABLE to sell alcoholic beverages at the event.

Minors attending events where alcoholic beverages are being sold must be accompanied by their parent, guardian or adult spouse or they will be asked to leave the premises. The Pavilion Coordinator

has the right and authority to ask anyone in attendance to show proof of identity and, additionally, has the right and authority to search all bags/purses/totes/containers of any kind.

**ADVERTISING, MARKETING & SIGNAGE:**

**Initial** \_\_\_\_\_

The Pavilion reserves the right to photograph events and decorations for marketing purposes unless renter declines, in writing, to the City. The Pavilion may feature an event marked "private" or "public" on signage located on the Pavilion property. No signs, banners or other advertising may be posted by the renter without written permission from the Pavilion Coordinator.

**CONDUCT:**

**Initial** \_\_\_\_\_

Any and all persons whose conduct is disorderly or disruptive in any manner, including, without limitation of any of the following inappropriate behaviors, may be escorted from the Pavilion property by the Pavilion Coordinator or their authorized representative, including law enforcement and/or security:

- Offensive gestures, displays, abusive/indecent or profane language
- Excessive noise
- Fighting, assault, threats against another person
- Vandalism
- Intoxication
- Nudity/indecent exposure

**HOLD HARMLESS:**

**Initial** \_\_\_\_\_

The City of Palacios shall not be liable or responsible for, and shall be saved and held harmless by \_\_\_\_\_ (Renter) and \_\_\_\_\_ (Organization) from and against any and all claims and damages of every kind, injury to or death of any person or persons and for damages to or loss of property, arising out of or attributed, directly or indirectly, to the operations or performance under this Contract.

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I, \_\_\_\_\_, (Renter), on behalf of \_\_\_\_\_ (Organization) fully understand the requirements of the Pavilion Policies & Procedures and agree to adhere to them as a condition of my rental of the Palacios Pavilion. On the Application for Rental, I agree to not misrepresent the purposes for which I am renting the Pavilion or the maximum number of persons who I have stated will be in attendance.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Witness: \_\_\_\_\_

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