DeSoto Civic Center
Policies and Procedures
Handbook

Revised March 2012

Indemnification Clause

The City shall assume no responsibility for any property placed on or in its facility or grounds. Facility lessee shall indemnify, save and hold harmless the City, its officers, agents, and employees from any and all claims for losses, injuries, damages, and liabilities to persons or property, caused wholly or in part by the acts or omission of users, its agents, officers, employees, guests, patrons, or any other person or persons admitted to the premises by the facility user. The facility lessee assumes full responsibility for character, acts, and conduct of all persons admitted to the premises by the consent of the facility user, its officers, employees, or agents.

The facility lessee and their group shall indemnify and save harmless the City from all suits brought against the City on account of any injuries or damages received or sustained by any party or parties by and from the facility user, its officers, agents, employees, members, or any person admitted to the premises by the facility lessee in the exercise or right and privileges granted here or on account of any admission of the facility lessee.

I. Leasing Regulations

Operational Hours

Administrative Hours – 8:00 a.m. – 5:00 p.m.

Reservations

General reservations must be made at the DeSoto Recreation Center during the following hours:

Monday – Thursday	8:00 a.m. – 7:00 p.m.
Friday	8:00 a.m. - 6:00 p.m.
Saturday	8:00 a.m. – 6:00 p.m.

Reservations are accepted up to one year in advance. Reservations cannot be accepted over the phone.

Reservations where alcohol is permitted must be made at the DeSoto Recreation Center during the following hours:

Monday through Friday	8:00 a.m. – 5:00 p.m.

Pecan Rooms: Each room holds 40 people with tables and chairs, 50 people with chairs only.

Bluebonnet Rooms: Each room holds 70 people with tables and chairs, 100 people with chairs only.

ROUND TABLES ARE 60" IN DIAMETER AND WILL SEAT 7 PEOPLE COMFORTABLY.
RECTANGLE TABLES ARE 6' x 2 ½' AND WILL SEAT 3 PEOPLE ON EACH SIDE.

1). Reservations are accepted on a first-come, first-serve basis. Any rentals reserved less than 2 weeks in advance, the lessee is responsible for their own set up of tables and chairs and linens will not be provided.

2). Reservations must be made in person, by an adult at least 21 years of age. All persons signing the facility rental contract shall be liable and responsible for any damages and injuries that occur during the rental period.

3.) No person, firm, or corporation shall use any space or facilities at the DeSoto Civic Center without completing a Facility Contract. The type of agreement required shall be at the discretion of the Facility Manager or designated representative.

4.) In the event of scheduling conflicts or upon occasions when a more extensive use of the facilities must be scheduled, the Facility Manager reserves the right to give the renting party thirty (30) days notification and to fully refund any fees and deposits paid by the renting party for the cancelled event. This applies to City of DeSoto sponsored activities, and only if other accommodations are unavailable.

5.) Groups having reservations at the facilities shall be permitted to use only the area(s) designated to them at the time the reservation was confirmed. There shall be no tables/chairs/signs/equipment/etc. placed in the hallway/foyer area of the facility. Lessee shall not circulate advertisement, tickets, or any other written material in or on the Civic Center grounds, including the parking lot area, without permission from the Facility Manger or designated representative.

6.) No lessee shall schedule an event, which will have an attendance larger than the posted maximum occupancy of the area they have rented.

7.) A Facility Rental Check-In/Check-Out Sheet must be filled out by a Facility Attendant prior to and following each reservation and must be signed by the reserving party. The reserving party is required to notify the Facility Attendants when they have completed use of the reserved area in order to commence the

Check-In/Check-Out procedure. FAILURE TO CHECKOUT WITH RECREATION STAFF WILL RESULT IN FORFEITURE OF THE DAMAGE DEPOSIT.

Rental Fees and Deposits

All fees (facility rental and damage deposit) must be paid at the time of the booking for the reservation. All funds are deposited on a daily basis. The City of DeSoto accepts the following methods of payment:

- Checks made payable to the City of DeSoto (second party checks are not accepted)
- Money Order
- Cash
- Visa
- Master Card

Damage deposits are $100.00 per contract. Damage deposits will be refunded to the signer of the contract and the address that is listed on the contract by mail within four (4) weeks after the event, provided all the policies were followed.

IF THE SIGNER OF THE CONTRACT MOVES AND DOES NOT NOTIFY THE FACILITY MANAGER OR DESIGNATED REPRESENTATIVE PRIOR TO THE RENTAL, THERE MAY BE A DELAY FOR THE RE-ISSUING OF ANOTHER REFUND CHECK.

All fees for the DeSoto Civic Center are set by the DeSoto City Council and are subject to change.

Cancellations, Rescheduling and Refunds

Any lessee who wishes to cancel and/or reschedule an event must do so in writing. Written statements must be provided to the Facility Manager or designated representative and can be accepted in person, fax or mail. The DeSoto Recreation Center fax number is (972) 230-5796 and the address is 211 E. Pleasant Run Road, DeSoto, Texas 75115.

Any lessee who cancels their rental at least fifteen (15) or more business days prior to the event will receive a full refund of the rental fee and damage deposit paid.

Any lessee who cancels less than fourteen (14) or less business days of the scheduled event will receive the damage deposit refund only. The rental fee will be retained.

Subleasing
At no time shall a lessee sublease or assign its reservation to another individual, group, or organization. The facility lessee is not allowed to change rooms with other lessees.

Security Requirements
All patrons renting the facilities that wish to serve alcohol must purchase a $50 permit to serve alcohol. Patrons must contact the DeSoto Police department to have officers present at the rental. There must be a minimum of two officers per 100 guest.

By making a reservation for use of the DeSoto Civic Center for an event involving youth/teens, you will be required to provide police security. The officer MUST be an off-duty DeSoto Police Officer and must be present during the time that the guests will be at the function and must remain until all guests have left the building. The cost for police security will be determined by the DeSoto Police Department.

The lessee can contact Lt. Windham at the DeSoto Police Department at 469-658-3012 and verification must be returned to the Facility Manager or designated representative a minimum of fifteen (15) business days prior to the scheduled event or the function WILL BE CANCELLED and NO REFUND will be given.

Amphitheater Rental
The DeSoto Amphitheater is available for rental during the following time periods:

Monday through Saturday	7:00 a.m. - 4:00 p.m.
Sunday	1:00 p.m. - 6:00 p.m.

The cost to reserve the DeSoto Amphitheater is $175.00 per time period.

Inclement Weather
In the event of inclement weather conditions, updated facility information can be obtained by calling the DeSoto Recreation Center at 972) 230-9655.

III. Recurring Rentals

Recurring Rentals are groups, organizations, or individuals who rent at the DeSoto Civic Center on a regular and consistent basis.

1.) Recurring rental contracts will be valid for a full year from the original contract date. After the contract year has passed, the $100.00 damage deposit is refunded. Should the recurring rental lessee wishes to continue their rental, they are required to fill out a new contract and pay another damage deposit.

2.) Any recurring rental lessee who wishes to add dates or make other changes to their existing contract must do so in writing. Written statements must be provided to the Facility Manager or designated representative and can be accepted in person, fax or mail only by the main person on the contract (No reservations will be taken over the phone). The DeSoto Recreation Center fax number is (972) 230-5796 and the address is 211 E. Pleasant Run Road, DeSoto, Texas 75115.

3.) The person on the contract must do cancellations and/or rescheduling in writing. Written statements for cancellations and/or rescheduling must be received at least 3 weeks (15 working days) prior to the rental date during regular reservations hours. If a written cancellation and/or rescheduling request is not received at least 3 weeks (15 business days prior to the scheduled event, the person/group is still required to pay for the cancelled/rescheduled reservation. If payment is not made for the cancelled/rescheduled rental(s), all further reservations will be cancelled.

4.) Recurring rentals must be paid a minimum of 2 weeks (10 working days) in advance. If no payment is received by this time period, the reservation will be cancelled and the recurring rental lessee is still required to pay for the reserved space. If non-payment or late payments occur more than TWICE within a year, all remaining reservations will be cancelled and the person/group will be denied "recurring rental privileges".

5). The Floor Plan must be turned in 2 weeks (10 working days) prior to the scheduled rental in order to ensure a proper room set-up and linen accommodations. If the floor plan is not received by this time period, the set up will be the responsibility of the lessee and no linens will be provided. The Floor Plan can be sent in person, mail or fax. The DeSoto Recreation Center fax number is (972) 230-5796 and the address is 211 E. Pleasant Run Road, DeSoto, Texas 75115. It is the lessee's responsibility to confirm that a Floor Plan was received.

6.) In the event of scheduling conflicts or upon occasions when a more extensive use of the facilities must be scheduled, the Facility Manager reserves the right to give the renting party thirty (30) days notification and to fully refund any fees and deposits paid by the facility lessee for the cancelled event. This applies to City of DeSoto sponsored activities, and only if other accommodations are unavailable.

7.) Groups having reservations at the facilities shall be permitted to use only the area(s) designated to them at the time the reservation was confirmed.

8.) No group shall schedule an event, which will have an attendance larger than the posted maximum occupancy of the area they have rented.

IV. Facility and Grounds Usage

General Use Stipulations

1.) Any group using the facility agrees to assume all responsibility for any injuries or damages beyond normal wear (as determined by the City of DeSoto) which incurred as a result of their usage.

2.) NO personal or rented property shall be left, before rental time frame, after rented time frame or overnight.

3.) NO personal or rented property shall be delivered to the Civic Center outside of the rented time frame. The lessee must be present for all deliveries.

4.) Everyone entering the facility shall wear proper attire. Improper attire consists of, but is not limited to, swimsuits, lack of shirt and lack of shoes. Anyone entering the facility improperly attired shall be asked to leave by the Facility Manager or designated representative.

5.) Gambling and loitering are NOT PERMITTED within the facilities. This includes the parking lot and park areas surrounding the Civic Center and Recreation Center.

6.) Smoking or any other type of tobacco products is NOT PERMITTED inside the Civic Center and Recreation Center. There are designated smoking areas outside of the building.

Decorations

To avoid damage to walls or ceilings, the following decorating guidelines MUST be followed.

1.) Tacky/Sticky Putty is the ONLY adhesive allowed for securing decorations on walls, table, doors, etc.
2.) DO NOT use nails, staples, tacks, or any type of tape.
3.) Contained candles can be used; however the top of the flame must be within the container. Unconfined flame candles are in violation of City fire codes.
4.) DO NOT hang any decorations from the ceilings.
5.) Wedding parties are PROHIBITED from throwing rice, birdseed, or confetti. Birdseed may thrown be OUTSIDE the Civic Center.
6.) Failure to adhere to the above will result in the loss of the renter's damage deposit.

Kitchen Use

The kitchen must be reserved as part of a rental contract only when the Bluebonnet 3 Room is also reserved. An additional rental fee is required for the kitchen. Sharing the kitchen between renting parties IS NOT allowed. NO food or

beverages should be left in the kitchen area after your event is complete (this includes the refrigerator, stove and cabinets). The kitchen area should be cleaned prior to checkout. Failure to do so results in loss of the damage deposit.

Animals and Pets

Animals and pets are not permitted into the facility except in cases of the physically impaired or other special activities. The Facility Manager MUST approve special activities involving animals and pets.

Time Frames

Your time starts at the specified time of your rental. Your time frame includes your set up time, event time and clean up/break down time. You may not enter the facility or check out past the time stated on your rental contract
Failure to do so will result in loss of damage deposit.

Clean-Up

The lessee is required to clean their rented area and check out BEFORE the end of the rented time frame. In order to protect your damage deposit, the room should be left as it was found. All food, beverages, and decorations should be thrown away in trash receptacles. The trash bags must be tied up and taken to the dumpster BEFORE the end of the time frame rented. The renter, BEFORE the end of the time frame rented, must remove all personal or rented equipment. The facility attendants will provide all cleaning materials. Clean up may be monitored by the Facility Attendants prior to check-out.

Entertainment

DJ's and any other live entertainment (this INCLUDES BUT IS NOT LIMITED TO: any type of microphones, musical instruments and/or amplified sound) requires the renter to reserve all three (3) of the banquet rooms or all three (3) of the meeting rooms. Noise that is disturbing to other reservations WILL NOT be tolerated-- --the reservation will be asked to leave with NO REFUND.

V. Special Services and Equipment

Additional services which are not normally provided by the facility, such as sound and lighting equipment, extra electrical and utility services, etc., must be furnished by the facility lessee, who must also assume all necessary expenses.

Equipment

All of the facility's equipment (tables, chairs, linens, etc.) must remain in the building at all times. The facility lessee and their group MUST NOT sit or stand on tables, as they are designed for limited weight capacity. Special services like DJs are only allowed if all three (3) Bluebonnet or Pecan Rooms are rented.

Amplified Sound

Amplified sound is only allowed when all three (3) Bluebonnet or Pecan Rooms have been reserved. Under NO circumstances will there be an exception to this policy. Amplified sound includes, but is not limited to, microphones, DJ's, bands, musical instruments, etc.

Table Linens

A charge of $3/linen per table will be charged to the lessee. The Facility Attendants will remove the linens. THE AVAILABILITY OF LINENS ARE NOT GUARANTEED IF THE FLOOR PLAN SHEET IS NOT RECEIVED BY DESIGNATED DATE OR IF RESERVATION IS MADE LESS THAN TEN (10) BUSINESS DAYS (TWO WEEKS) IN ADVANCE.

Facility Attendants

During scheduled events, the Facility Attendants shall be available in the Recreation Center area to oversee all activities in the building. The facility attendants shall have unlimited and unrestricted access to any room in the facility. At no time shall the Facility Attendants be asked to perform any personal services in conjunction with the scheduled event.

VI. Food and Concessions

Catering

1). All caterers are required to have either a permanent or temporary Food Handler Permit issued by the City of DeSoto. This includes all commercial and non-commercial caterers. The fee for a Temporary Food Handler Permit can be obtained from the City of DeSoto Health Department at (972) 230-9606. A copy of the Food Handler Permit must be submitted to the Facility Manager or designated representative no less than ten (10) business days prior to the scheduled event in person, fax or mail. The DeSoto Recreation Center fax number is: (972) 230-5796 and the address is 211 E. Pleasant Run Road, DeSoto, Texas 75115.

2.) No lessee or his/her caterer will be allowed to use the kitchen unless a prior reservation has been made and the rental fees have been paid.

3.) Food providers are allowed to bring hot plates, coffee/tea pots, etc. Lessees who are unsure if an appliance is permitted in the facility should call the DeSoto Recreation Center at (972) 230-9655 for confirmation.

Alcohol Policy

1.) You may serve alcohol at an event in the Civic Center through a caterer. The caterer must have the required license to serve alcohol through the Texas Alcoholic Beverage Commission.

2.) Cash bars are not allowed, nor may money or tickets be exchanged for alcohol. B.Y.O.B is not allowed.
3.) Alcohol may be served at any event as long as it is not an event honoring a minor.
4.) Any and all use of alcoholic beverages must be in strict conformance with the Alcoholic Beverage Code of the State of Texas.
5.) Additional Security in the form of off-duty DeSoto Police Officers will be required anytime alcohol is served. Security will be present from the time the first guest is scheduled to arrive until the conclusion of the contracted time for the event (including cleanup). There shall be a minimum of 2 uniformed police officers/first 100 guests and 1 uniform police officer for each 100 guests thereafter. *Staff reserves the right to require additional law enforcement personnel when necessary for any event.
6.) At no time shall alcohol be served to individuals younger than twenty-one (21) years of age.
7.) Patrons must rent the facility two weeks or more in advance to use their own TABC certified liquor license. Any patron renting the facility must complete the rental process within two weeks of the event.

VII. Advertising

The lessee may not distribute brochures, fliers, or other printed materials except within the confines of their rented area. The lessee shall not circulate advertisement, tickets, or any other written material in or on the Civic Center grounds, including the parking lot area, without written permission from the Facility Manager.

Use of the City Logo

The DeSoto Civic Center falls under the jurisdiction of the Parks and Leisure Services Department of the City of DeSoto. Requests to use the City Logo must be approved by the DeSoto City Council.

VIIi. Violations of the DeSoto Civic Center Policies

1.) The Facility Manager reserves the right to refuse any individual or group the privilege of using the facilities due to abuse of any facility policies.

2.) Lessees who abuse facility policies will be subject to losing their damage deposit. The lessee may also be subject to paying other assessed fees associated with the damage incurred to the City of DeSoto property and may be denied further use of the facility.

3.) Groups failing to vacate the building by the end of their rental period will forfeit their damage deposit.

4.) The lessee shall comply with all laws: federal, state, and local. This includes the City of DeSoto Police and Fire Departments. Failure to comply with any and all policies will result in loss of damage deposit and/or cancellation of contract.

5.) Returned Check Policy - Any returned checks on a damage deposit or rental fee will result in a $20 service fee (this fee is subject to change without notice). Upon receipt of a returned check, any and all reservations will be immediately cancelled. If no payment is received within 7 working days, the check will be filed with the Municipal Service Bureau and the customer is responsible for paying all fees incurred.

Facility Rental Fees

The Rental Fee rates for the DeSoto Civic Center are as follows:

Deposit for each rental: $100.00
Alcohol permit $50
Linens $3/linens per table
Full payment of deposit and room charges are due at the time of reservation.

Venue	Mon-Sat 7am-4pm	Mon-Thurs 6pm-10pm	Fri-Sat 6pm-12am	Sunday 1pm-6pm
1 Pecan	$95	$120	$180	$140
2 Pecan	$190	$240	$360	$280
3 Pecan	$285	$360	$540	$420
1 Bluebonnet	$150	$200	$230	$150
2 Bluebonnet	$300	$400	$460	$300
3 Bluebonnet	$450	$600	$690	$450
Kitchen	$40	$50	$75	$45
	Mon-Sat 7am-4pm	**Sunday 1pm-6pm**		
Amphitheater	$175	$175		

Facility Rental

Terms and Agreements:

No amplified sound is allowed without the rental of all three banquet rooms
Initials-_____

Applicant/Client will be charged a $3/linen charge effective October 01, 2010.
Initials-_____

Applicant/Client must be present during the entire facility rental time or full deposit will be forfeited.
Initials-_____

Applicant/Client must park north of the bluebonnet and civic center rooms for loading and unloading purposes only. This is the only designated area for loading and unloading. After client has loaded and unloaded, they must move to the parking garage.
Initials- _____

0-14 days before rental- Loss of all fees and deposits.
No phone cancellations will be accepted
Initials-_____

Cancellation due to non payment of rental fees by the designated due date will result in forfeiture of the entire deposit and any rental fees paid towards that rental.
Initials-_____

Any and all damages will be charged to depositor's account.
Initials-_____

Any changes to rentals must be made at least 14 days before the rental date.
Initials-_____

Any rental that exceeds the time frame that has been noted on the contract will result in forfeiture of the deposit. (Set up and take down time included.)
Initials-_____

Any law enforcement called will be charged **$100** to the depositor's account.
Initials-_____

All Deposits shall be refunded back to the contract signee at the address listed on the rental contract 30 days after your event.
Initials-_____

You must provide security for any youth/teen event. Contact Lt. Windham of the DeSoto Police Department at (469)658-3012. Return verification at least 15 days prior to event date.
Initials-_____

1.) Decorations you can use: Tacky/Sticky Putty is the ONLY adhesive allowed for securing decorations on walls, table, doors, etc.
Initials-_____

2.) Decorations you can't use: DO NOT use nails, staples, tacks, or any type of tape.
Initials-_____

** I have received and will read the Facility Handbook and agree to all terms and agreements.
Print Name_____ Signature_____
Date_____