



# City Facility Rental Policy



## OVERVIEW

### Resident Rentals:

Proof of Farmers Branch residency is required to receive the resident rate (e.g. a current government-issued ID or utility bill with a Farmers Branch address). Renter is the responsible party and must be in attendance at the event. Non-residents must present a current government-issued ID. A person must be 21 years of age or older to rent a room in a City building, or 18 years of age to rent a City park facility.

### Farmers Branch Businesses:

The business must operate from a fixed location within the Farmers Branch city limits. Businesses paying by cash or credit card must provide a copy of their Farmers Branch water bill or IRS Form W9. Farmers Branch businesses may be required to pay a security deposit and rental fees.

### Farmers Branch Non-Profit Reservations:

Farmers Branch non-profits are defined as Farmers Branch based groups that have obtained status as a charitable organization pursuant to Section 501(c)3 of the Internal Revenue Code. During regular building operating hours, Farmers Branch non-profit groups are not charged an hourly fee but are required to pay a deposit. Farmers Branch nonprofit groups may reserve only one standard room per quarter across all City facilities and cannot move to different facilities to circumvent this limitation. Farmers Branch non-profit groups pay private renter fees after operating hours. Nonprofit groups other than Farmers Branch churches, schools (public and private), and scouting groups must present a current membership roster showing at least 51% of its current members are Farmers Branch residents. Payments made by check must have the nonprofit’s name and Farmers Branch address imprinted permanently on the face of the check. Proof of residency is required. Number of hours and number of rooms used is dependent on availability.

### Programs and Events Sponsored by the City of Farmers Branch:

Programs and events that are sponsored by the City of Farmers Branch are generally exempt from the hourly rate and deposit requirements during open hours, but are subject to the after-hour fee/deposit and do not take priority over City programming, events, or rentals.

### Value Statement:

The City of Farmers Branch conducts business according to our values: Respect, Excellence, Accountability, Care, and Trust. Any reservation in conflict with the foregoing values will not be accepted.

### Basic Fee Structure:

Fees are differentiated between residents and non-residents with standardized deposit rates. Larger, specialized rooms charge a higher rate than normal meeting rooms.

Room Style	Resident Hourly Rate	Non-Resident Hourly Rate	Deposit
Standard Room Open Hours	\$30	\$50	\$100
Standard Room After Hours*	\$75	\$100	\$200
Large/Specialty Room Open Hours	\$50	\$75	\$200
Large/Specialty Room After Hours*	\$75	\$100	\$200
Ballroom*	\$200	\$250	\$500

*\*Minimum of two hours is required for after-hour reservations*



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## GENERAL INFORMATION

*These are the general policies for renting a room in a City facility. Each reservation is unique and the City of Farmers Branch may require additional standards to be met based on the reservation.*

Fees	The rental fee(s) and all of the security deposit are due at the time of reservation.
Availability	Rooms are subject to availability with City functions that benefit the entire City taking priority. Not all rooms will be available after hours or during City holidays.
Recurring Rentals	Recurring, continuous rentals are subject to the approval of the facility manager.
Deposit	The rental fee and security deposit are deposited. Security deposits are refunded within seven (7) to fourteen (14) working days after the scheduled reservation and/or when all conditions of the contract are met – no damage to facility or property, cleaning, decorating requirements, rental equipment removal and rental time observed. Security deposits paid by credit card with all conditions of the rental agreement having been met will be credited with balance due to the original card within (3) three working days following the rental. All refunds are subject to the final discretion of the facility manager. Most major credit cards accepted.
Cancellation Policy	If rental agreement is canceled in writing at least fifteen (15) days in advance, renter will receive the security deposit and rental fees that have been paid. If written notice is received less than fifteen (15) days prior to the event, the security deposit and rental fees paid will be forfeited. If paying by check and the check is returned (insufficient funds), the renter’s reservation will automatically be canceled. The check writer will be held liable for insufficient fund charges in accordance with current City policy. Parties will not receive a refund for hours not used.
Set Up and Take Down	Renters are responsible for set up** and take down of all items used such as tables and chairs. Tables and chairs must be stacked as requested and placed in original storage area. **If scheduling allows the rented area (tables and chairs) may be set up ahead of time by City staff.
Clean Up	Renter is responsible for all clean up and related items to be completed during the scheduled reservation time. All decorations, litter and other debris must be disposed of properly. Trash must be bagged and left in a designated area. City staff will inspect the facility after rental is complete. Failure to comply with rules and regulations will result in forfeiture of the security deposit.
Food	Permission is required as part of the rental agreement to bring your own food and drink (non-alcoholic) on-site. Not all rooms allow food and drink, but all outdoor facilities generally allow for food.
Audio Visual Equipment	Audio/visual equipment is to be accessed only by City staff members. If you need to use any of the facility’s audio visual equipment, please see a staff member.
Climate Control	Please contact a staff member for assistance.
Smoking	Smoking is not allowed inside any City facility. Outside City facilities, please look for designated smoking areas.
Entertainment	Lyric-appropriate music is allowed during your event (harpist, string quartets, disc jockeys, and bands). Music is allowed if the noise level is kept to an appropriate level – see staff for more



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	information and all City ordinances remain in effect. Renter shall be solely responsible for obtaining required licenses for music performed during an event.
Fire Safety	<ul style="list-style-type: none"> <li>• Decorative candles are generally prohibited – quick use, birthday candles are allowed.</li> <li>• “Trick” candles are prohibited.</li> <li>• Sterno cans are allowed for food warming purposes.</li> <li>• Pyrotechnics are prohibited without a permit (including sparklers).</li> <li>• Fog machines are prohibited.</li> <li>• Entrances and exits may not be obstructed.</li> <li>• Parties are required to maintain occupancy capacities. Parties may be canceled with no refund if occupancy requirements are exceeded during the rental time.</li> </ul>
Decorations	<p>The use of “Tac’ N Stick” and painters tape is permitted on painted surfaces (this excludes sound-proof panels); the use of tacks, staples, tape, or adhesives of any kind is prohibited. Floral wire and/or ribbon are permitted as long as no nails or tacks are attached to walls or furnishings. The renter is responsible for leaving the facility in its original condition. If cleaning by City staff is needed after the reservation, charges for staff time will be deducted from the security deposit at the rate of \$25.00 per hour.</p> <p>Fresh flowers, plants, and balloons may be used. The renter is responsible to ensure that live plants have a dish under them to prevent water damage and/or incidents. While it is not permissible to throw rice or confetti; birdseed and dried flowers may be thrown outside but must be cleaned up.</p>
Set-up & Deliveries	The renter or event representative for your party must be available to accept and inspect deliveries. Deliveries can only be made during building operating hours during the time(s) your area is reserved. Any theft, damage or loss of rental items left at Farmers Branch facilities is the responsibility of the renter. The City of Farmers Branch assumes no liability for loss or damage of rental items (tables, chairs, serving equipment, etc.).
Conflict, Exclusion, & Noise	The facility manager may cancel any scheduled reservation should the activities planned be in conflict with the stated rules or special activities of the City of Farmers Branch. The City of Farmers Branch reserves the right to ask any guests or individuals exhibiting unacceptable behavior to leave the building. No illegal activities of any kind will be allowed on the premises. All rentals at City facilities are of a non-exclusive nature – <b>rental of areas does not mean exclusive use of the entire City facility or park</b> . There are no discounts for renting more than one area at a time. Noise levels may be limited/adjusted during your rental.
Animals	Except for service animals, animals are not allowed in City buildings.
Security	Security deemed necessary by the renter or City of Farmers Branch staff will require use of Farmers Branch Police personnel. The renter will be responsible to make this arrangement and paying all fees. Police Department personnel may be reached at 972-484-3620, please ask for the part-time work coordinator. Security is mandatory for any event involving the service of alcoholic beverages.
Supervision	Children under age 17 must be supervised by an adult. An adult to child ratio of 1:20 is required for an event involving children. The Aquatics Center utilizes a different ratio for children events.
Fundraising & Gambling	Gambling with money is prohibited. Renters may not sell goods or services at City facilities, nor are they allowed to charge admission or onsite registration to a function they are hosting as a rental at the facility.



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Computer Use	If you need access to the internet during your event, your computer must have Wi-Fi capability. Instructions for Wi-Fi access are available. It is highly recommended that you set up your equipment prior to use to confirm all equipment functions properly. If available, cords may be available to hook up your laptop to the projector and sound, but this is not a guarantee. Laptops are not available from the City for use.
Logo	The name of the City of Farmers Branch, Farmers Branch logo, trademarks or other distinguishing marks may not be used by renters, except when noting the address on invitations, maps, etc.
City Holidays	City Facilities may close or reduce hours for holidays and may not be available for rent. Holidays typically include: New Year’s Day, Martin Luther King Jr. Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve.
Alcoholic Beverage Policy	<p>Generally, possession/consumption of alcoholic beverages on any City property is PROHIBITED unless you have a permit from the City Manager’s Office. <b>Events serving alcoholic beverages require a minimum 4-hour reservation and separate insurance.</b> For more information, please reach out to City Administration at 972.919.2515. Generally speaking, we adhere to the following alcohol policies.</p> <ul style="list-style-type: none"> <li>• <b>Alcoholic beverages may only be served during the facility’s non-business hours.*</b></li> <li>• All alcoholic beverages must be served by a TABC certified bartender. We recommend (1) TABC bartender per 100 people.</li> <li>• Renter is responsible for providing all bar related equipment and supplies including but not limited to bar glasses, drink garnishes, cork screws, straws and napkins.</li> <li>• Renter is responsible for cleanup of all alcoholic beverage related trash.</li> <li>• Cash bars are only allowed through licensed businesses who have a permit from the TABC to sell alcoholic beverages.</li> <li>• No BYOB. All alcoholic beverages must be brought in prior to the event and open containers cannot leave the building.</li> <li>• Security is required when the even includes alcoholic beverage services. The Renter will arrange for an officer to be present during the event. The Renter shall be responsible for paying the officer when booking the reservation by calling the Farmers Branch Police Department part-time work coordinator at 972-484-3620. The officer will be scheduled from the time alcoholic beverage service commences and remain at the event until the last guest leaves.</li> <li>• Last call is 30 minutes prior to the event end time with the bar closing 15 minutes prior to the event end time.</li> <li>• Majority of participants must be over 21 to apply for an alcohol permit.</li> <li>• There must be a food component.</li> </ul> <p>*Certain special events in the Historical Park will be allowed to serve alcohol while the park is open.</p>



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## Liability

*Certain activities will require liability insurance in addition to the standard rental agreement; for example, bounce houses and alcohol service. The City of Farmers Branch retains the right to require additional liability insurance for any reservation.*

Liability	All Renters agree to pay for any damage done to the City's facilities, grounds or furnishings by themselves, their guests, caterers, or employees. A signed contract covering this aspect will be required at the time of rental application. If damage should occur, notification will be given to the Renter as soon as damages have been determined. If repairs or clean up by City staff is required, the Renter will be financially responsible for the cost of the repairs and clean up not covered by the deposit. The City of Farmers Branch is not responsible for anyone injured on the premises, personal property left on the site, or rental equipment.
Bounce Houses Liability	Persons renting a portion of a City facility may request use of a designated area (outside or inside) for a bounce house. A "Request for Use" and "Hold Harmless Agreement" must be submitted at least two weeks prior to the rental and, if permission is granted, documentation of general liability insurance (\$1,000,000.00 per occurrence) from the company supplying the bounce house must be provided listing the City of Farmers Branch as an additional insured. This information must be turned in prior to the date of the event. <b>Not all City facilities can support bounce houses.</b>
Insurance Requirements, Liquor Liability	Either the sponsor of the event or the caterer/contractor/vendor/concessionaire providing alcoholic beverages at the event must carry or obtain a Liquor Liability Addendum to their General Liability Policy and have such policy endorsed to name the City of Farmers Branch as additional insured on the policy. Insurance requirements are as follows: General Liability Coverage: \$1,000,000 per occurrence, \$2,000,000 annual aggregate G/L must include coverage for the following: Must be on a per occurrence basis Must include Medical Expense limits of not less than \$10,000 Personal and Advertising Injury limit of not less \$1,000,000 Products and Completed Operations limit of \$2,000,000 aggregate Fire Damage, any one fire limit of \$1,000,000



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## GENERAL STATEMENT OF UNDERSTANDING

City of Farmers Branch facilities are operated by the City of Farmers Branch, Texas, for the benefit of the general public. Permission for private use of City facilities is a privilege granted by the City of Farmers Branch. Because City facilities have been assembled, maintained and operated for the general public, it is necessary that certain rules and regulations be established to protect its best interest.

### HOLD HARMLESS AGREEMENT

**In consideration of the City of Farmers Branch, Texas, allowing me to rent room(s) in City facilities, I/we voluntarily assume all risk of loss, damage, or injury and agree to fully indemnify, release and hold harmless the City of Farmers Branch, Texas, and its officials, employees, and/or agents, jointly and/or severally, from every claim because of loss, damage, or injury of any kind because of such activity, resulting from the intentional or negligent act or omission of the undersigned, or any of the undersigned’s officers, agents, representatives, partners, shareholders, employees, contractors, invitees, or guests, regardless of whether such loss, damage, or injury is caused by the negligence of the City of Farmers Branch, its officers, employees, agents, and/or contractors.**

Therefore, the following UNDERSTANDING must be agreed upon before permission to use the facility is granted.

I have read the General Regulations, Reservation Policy & Procedures, General Statement of Understanding, and the Hold Harmless Agreement and I agree to abide by these conditions. Non-compliance may result in forfeiture of portions or entire deposit. Renter will be held responsible for damage and non-adherence to regulations.

In addition, I understand that the City of Farmers Branch is not responsible for any services not directly related to the City of Farmers Branch that may be used for my event (i.e.: business cards on site for event contacts).

Signature

Print Name

Date

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## CHAPTER 50 OF THE FARMERS BRANCH CODE OF ORDINANCES

Chapter 50 PROHIBITS Possession/Consumption of alcoholic beverages or tobacco products on City property (inside and outside of facility) without a permit. If you or a member of your party is found in violation of Chapter 50 as it relates to alcoholic beverage and/or tobacco products the following can occur:

- You and your party will be asked to leave the premises immediately.
- You and each member of your party in violation of Chapter 50 (as if pertains to alcohol and tobacco products) may be cited/fined.
- You will forfeit the right to receive a refund of your security deposit.

**I have read and am in agreement with the above-mentioned policy and agreement.**

Signature

Print Name

Date