



Fulton Convention Center

Policy Manual

402 N. Fulton Beach Rd.

P.O. Box 1130

Fulton, Texas 78358

For Appointments Call

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coordinator@fultontexas.org

NO UNDERAGE DRINKING WILL BE ALLOWED UNDER ANY CIRCUMSTANCES. ANY DAMAGES THAT HAVE INCURRED WHILE YOU ARE RENTING THE FULTON CONVENTION CENTER YOU WILL BE RESPONSIBLE FOR ALL DAMAGES. FAILURE TO PAY FOR SUCH DAMAGES WILL RESULT IN TURNING ANY & ALL ISSUES OVER TO OUR LEGAL DEPARTMENT.

Rental Fees

Fulton Convention Center and the Town of Fulton hereby reserves and retains the right to amend, alter, change, delete, or modify any of the provisions of this Policy at any time and from time to time, without notice, in any manner that the Coordinator or the Town of Fulton deems to be in the best interest of the Fulton Convention Center.

“The Fulton Convention Center reserves the right to refuse service or to rent to anyone for any reason. The Convention Center is an equal opportunity entity and will not refuse rental based on race, religion, national origin, gender or other prohibited reasons. The Convention Center particularly will not rent to any person (or family members), organization or entity that previously has not followed the policy and procedures established by the Convention Center. Included in these reasons, but not limited to are: failure to leave the facility clean, not having proper security in place, **use of illegal substances, abuse of alcohol**, allowing smoking in facility or damages to facility.”

The rental of the Fulton Convention Center includes exclusive use of the building and attached patio(s). The grounds beside and behind the Convention Center along the water’s edge are public park and are not included. **Plases keep in mind that the Convention Center is located at Fulton Park and activities (small or large events) may go on at any time in any of the park areas.** All parking around facility is public parking and is therefore shared with any park activities or events. Town of Fulton employees have the ability to access the building at any and all times deemed necessary.

- **There will be no partial rentals on Friday, Saturday, or Sunday**
- **Hours listed for each rental time frame are for consecutive hours only (12 HRS)**
- **Additional hours are available for \$100.00 p/hr. for day of rental only**
- **Set up & take down for the event and the event itself must be performed within the rental time period**
- **Renter will be billed if damages exceed Reservation /Damages deposit**

Deposit:

The reservation/damage deposit is **\$500.00**. The deposits may be paid with credit card, money order, or cashier's check. A date is not reserved until a deposit is paid and the contract signed.

- * Any event shut down for violation of reservations policy is sufficient cause for forfeiture of the rental deposit.
- * In the event the rental fee is waived for any reason, the reservation/damages deposit will be \$500.00 must still be paid. The cleaning will include all items listed under clean-up. Outside porch area(s) and immediate grounds (including parking lot) will need to be picked up and any trash, taken to dumpsters. All decorations clips or attachments, etc. must also all be removed.

Capacity:

Maximum capacity according to Fire Marshall Code is 575. (This number is to include caterer, servers, band, etc.).

Reservations:

Contact information:

The renter is responsible for keeping contact information current. Neither Fulton Convention Center nor the Town of Fulton will be responsible or liable for incidental and consequential damages as a result of inability to contact the renter due to non-updated or non-working information.

Payment Deadlines

The deposit will hold the designated rental date. This deposit must be received in the office no later than 24 hours following the first date of request for the rental date. If payment is not received by the end of the next day after the first date of contact, the request will be cancelled and that date will be released and made available again.

A date is considered reserved only after receipt of the deposit fee. **The rental fee must be paid in full within 30 days of your event. It is your responsibility to remember this date. The Coordinator is not required to remind you of this due date.**

For reservations made less than six months in advance, rental fees are due within one month of paying the Reservation/Damages deposit.

For reservations made less than one month in advance, full payment must be made within 2 days of request for the rental date, by cashier's check, money order, or credit card payment.

Method of payment:

Payments will be accepted in the form of **personal checks (with driver's license and telephone number), cashier's check, money order, or cash.** All checks must be made payable to **'PAWS & TAWS' or 'THE TOWN OF FULTON'**.

For Payments made less than one month from rental date, only cashier's checks or money orders will be accepted as method of payment.

All payment will be promptly deposited. Fulton Convention Center will not hold postdated checks.

Returned Checks:

There will be a **fee of \$30** assessed for all returned checks. Payments made for returned check and NSF charges must be made by cashier's check or money order **ONLY**. All remaining payments made after receipt of a returned check must also be paid by cashier's check or money order **ONLY**.

All returned checks must be paid within **fourteen days (14)** of notification by Fulton Convention Center. Failure to do so will result in cancellation of your rental date and forfeiture of your Reservation/Damages deposit.

Refunds:

Cancellation Refund:

Due to the high volume of rentals that we provide, we ask all renters at the time of signing the contract to be sure of the date as the deposit is non-refundable if cancelled. All money put down towards the event except the deposit can and will be refundable if cancellation has been made in writing 60 days from the rental date.

No Show Refund:

Any lessee who fails to cancel an event 60 days before the date of rental date will forfeit the entire rental fee. In the event of a remaining balance owed, balance will be deducted from the Reservation/Damages deposit. Renter is still responsible for any rental fee balance not covered by the Reservation/Damages deposit.

Reservation/Damages Deposit-Refund:

The Reservation/Damages deposit will be returned in full by mail within 6 weeks after the date of your event **if the terms of the contract are fulfilled**. All Rules and Regulations set forth in this policy manual should be followed completely. In the event they are not met, any charges or fees that apply will be deducted from the Reservation/Damages deposit and the balance, if any, will be returned with an explanation of deducted charges. **If damages and /or cleaning or penalty charges exceed the Reservation/Damages deposit, the renter will be billed for the remaining balance.** Fulton Convention Center and/or the Town of Fulton are not responsible for refunds lost in the mail. Any refund check that is re-written due to loss will be for the amount less any bank charges.

Transfer of Rental Date:

A rental date can only be transferred without penalty if the transfer is done over 90 days from the original scheduled date of rental.

In the event of transfer of a rental date is less than ninety days prior to the event, the transfer will be treated as a cancellation and the Cancellation Refund Policy will be enforced.

Emergency Cancellation Refund:

Only cancellations made by the Town of Fulton due to impending weather, force of nature or any other reasons beyond our control will be issued a full refund. A total refund of paid fees is issued if an event is cancelled due to a declared emergency. The Town of Fulton will not be liable for incidental and consequential damages as a result of a cancellation due to the aforementioned reasons.

Key Control:

One key will be provided to the renter. **For a weekend rental, the renter must pick up the key the day before or on the day of the rental date.** (The key is not to be used to enter the building before the time on your contract. Use of the building at a time other than listed on the contract is cause for forfeiture of the Reservation/Damage Deposit.)

(Key pick up time may differ for a Holiday weekend rental and you will need to check with the Coordinator.) The key provided will unlock all glass doors entering the main building. All entry doors must remain unlocked during the entirety of your event (This includes both sides of the double entry doors.) Please make sure all glass doors

have been locked with the key when exiting the building. Failure to properly secure facility will result in a **loss of your entire Reservation/Damages Deposit**. There will be a **\$100 replacement fee** for any key lost or not returned at the end of the rental event.

The key may be picked up in the office of the Coordinator the day before your event or the day of your event unless you have made other pick up arrangements with the Coordinator. The Fulton Convention Center and the Town of Fulton will not be liable for incidental and consequential damages as a result of the renter not picking up the key before the stated deadline. It is the responsibility of the renter to keep contact information updated in the event the Coordinator needs to contact you. Any changes to contact information such as phone number or address should be reported to the Coordinator. At the end of your rental event, **put the key inside the black mail box drop slot on the wall beside the Coordinator's office door (front of building)**

Parking:

The parking lot is public; if there are other events in the park they may use the parking. Rental of the building does not include exclusive use of the parking lot.

All cars parked in the Fire Lane will be towed away at the owner's expense. The Fire Lane runs across the front of the building. Designated Handicap Parking is in the front, off to the right of the Fulton Convention Center with a handicap accessible sidewalk for easy access to the building. Renter is responsible for informing caterer, deliveries, entertainment and or guests of the parking. Vehicles found to be in violation will be towed at vehicle owner's expense.

At no time should the emergency access entrance to the building be blocked.

At no time should there be any vehicles parked on either side of the Facility (grass areas) that is not parking lot.

Food Truck(s) Parking:

Food Truck(s) are allowed (2) parking options.

1. Parking in the **FRONT** of the Fulton Convention Center making sure to leave the covered drop off/pick up U-Drive unblocked. There is a sidewalk leading up to the Facility off to the right between the U-Drive and Handicap parking. (Handicap friendly as there are NO STEPS)
2. Parking in the main parking lot to the **LEFT** of the Fulton Convention Center. (ONLY STEPS, NO RAMP)

Food Truck(s) Catering Information:

Food Truck(s) are not allowed to serve as a 'Vendor' BUT allowed to serve as a 'Caterer' ONLY unless the event is Hosted and/or Sponsored by the Town of Fulton. Serving only as a caterer means there is **NO** selling of food from the Food Truck. Food can be prepared inside the Truck and then brought inside to distribute as a Caterer would.

Air Conditioning:

The A/C is a prescheduled system only controlled by the Coordinator.

DO NOT prop open emergency doors to allow guest access to the rear deck, these doors are for **EMERGENCY USE ONLY**. Do not prop open any of the main entry doors in order to make it easier to bring items in. Propping the doors open will release all the cool air and the air conditioning system will not be able to operate properly.

Security: YOU ARE RESPONSIBLE of hiring your own Security for your event.

Events where alcoholic beverages are present or consumed, it is **MANDATORY** renter **MUST** provide **CERTIFIED TEXAS PEACE OFFICER(S)** as **SECURITY** for the entirety of the event. For any event with **100** guests or less, **one (1) CERTIFIED TEXAS PEACE OFFICER per hundred people** is **MANDATORY**.

(From the time the alcohol is allowed until the end of the event)

Please call the local Rockport PD at (361) 729-1111 or the Rockport Sheriff's Office at (361) 729-2222.

If security is not to be provided, Renter must sign off that no alcoholic beverages will be present or consumed and a sign stating "**alcoholic beverages are prohibited**" must be posted at **all entrances**. Any event found to have alcohol present without the presence of Security Officers is sufficient reasons for event to be shut down, in violation of Convention Center Policy. Any event shut down for violation or found to be in violation, is sufficient cause for forfeiture of the Reservation/Damage Deposit.

The Coordinator will need Security Guard contact information prior to event date.

The renter agrees that Fulton Convention Center and/or the Town of Fulton cannot be held liable for any damages in connection with or resulting from alcoholic beverages being served to or consumed by any guests or intoxicated guests.

Beverages:

Alcoholic Beverages:

To prevent damages to the floor, **margarita machines and beer kegs must not be placed on the bare floor of the building in the kitchen**. Failure to comply with this policy could result in a **penalty fee of \$50 or more** depending on damages sustained to floor. **DO NOT** use the Fulton Convention Center trash cans to ice-down your kegs. Failure to comply will also result in a **penalty fee of \$50**.

Water hog mats are to be used and placed under tables and/or machines where beverages/liquids are being served and/or dispensed. **ALL ICE CHESTS AND COOLERS ARE TO BE PLACED OUTSIDE ON BACK DECK. NO ICE CHESTS OR COOLERS ARE ALLOWED INSIDE THE BUILDING**. The use of ice chests or coolers indoors is a violation of the Reservations Policy and will be cause for forfeiture of the Reservation/Damage Deposit.

If alcoholic beverages will be sold at a cash bar a "**Temporary Alcoholic Beverage Permit**" from the Texas Alcoholic Beverage Commission must be obtained for each day the event is held and visibly displayed at the bar area. A copy of the permit must be submitted to the Convention Center Coordinator to be placed on file.

Any event with a cash bar must provide Coordinator with **TABC license** certification for each bartender working that event.

Fire Code:

Fire Code regulates a maximum capacity of 575.

Smoking is not allowed anywhere inside the building. Smoking is only allowed outside the facility. It is the responsibility of the renter to enforce this policy during the event. Violation of this policy will result in a fine depending on extent of damages.

All entry doors must remain unlocked during the entirety of your event. This includes both doors of each double door entry, and vendors loading/unloading entrance off the kitchen hallway. Access to exit doors and fire extinguishers cannot be blocked by tables, chairs or decorations. Fire extinguishers are not to be removed from their location for any reason (except in the event of fire.)

Fire extinguishers and signs stating location of fire extinguishers cannot be covered. Failure to comply with this policy will result in forfeiture of your Reservation/Damage Deposit, as well as a possible fine and shutdown of your rental event by the Fire Marshall.

Noise Ordinance:

According to the Town of Fulton Noise and Sound Ordinance No. 185 C, Section 2.

Maximum Permissible Sound Levels:

- A. No person shall conduct, permit or allow any activity or sound source to produce a sound that is discernible beyond the property lines of the property on which the sound is being received when measured as provided in Section B of this Section, exceeds the applicable dB (A) level listed below for the property on which the sound is received:

Seventy (70) dB(A) at any time during daytime hours:

Sixty (60) dB(A) at any time during nighttime hours:

- B. The dB(A) levels set forth in this Section apply to the property where the sound is being received. Any sound that when measured at the property where the sound is being received exceeds the dB(A) levels set forth in this Section is a violation of this Ordinance.

Allowable Decorating:

Please **inform any event planner, decorator or any person assisting you with decorating**, of all our policies regarding allowable decorations. **Renter is responsible for any penalty fee for non-compliance by decorators, of any and all of our policies. ALL TABLES MUST HAVE SOME TYPE OF TABLE CLOTH COVERING ON THEM.**

You are welcome to use any free-standing decorations.

Rice, bubbles, flowers, and birdseed may only be used **outside** the building.

Non-Allowable Decorations:

Candles:

The use of real candles is PROHIBITED. All candles must be L.E.D. or battery operated. Unity candles for a wedding ceremony may only be used with written permission for the Coordinator and only during the wedding ceremony itself. The use of real candles is a violation of the Reservations Policy and will be cause for forfeiture of the Reservation/Damage Deposit.

Wish Lanterns:

No wish lanterns of any kind due to:

1. Being within 5 miles of an airport
2. Within the flight path of same airport
3. Wind direction could take lantern into populated residential area
4. Wind velocity according to recommended manufacturer's instructions.

Décor must be tacked/hung from existing runner MID WALL. There is NO pinning, tacking, pushpins, tape, nails, screws, thumbtacks, brads, staples, poster compound, duct tape, or any other items, may NOT be used on the walls or floors for decorations or any other reason. GLITTER, CONFETTI, HAY OR BURLAP are not allowed to be used on decorations or in any other way. The Reservation/Damages Deposit will be forfeited, if any of these or other similar items are found to have been used.

All decorations are required to be removed from the building at the end of your rental event. **No rental items may be left for pick-up by rental center on the following day.** Failure to remove rental items will result in a minimum penalty **fee of \$50** to be deducted from the Reservation/Damages Deposit. Any decorations left behind will be disposed of. **It is your responsibility to make sure all decorations are removed. This includes removal of all strips, clips, string, monofilament, etc. used in the decorating.**

Stage:

Food serving tables and sit-down dinner tables are **NOT** allowed on the stage. The placement of tables on the stage is a violation of the Reservations Policy and will be cause for forfeiture of the Reservation/Damage Deposit.

Children's Tables - Any Event:

Any items used at a children's (activity) table must be of a washable nature. No pens, permanent markers or regular crayons may be used. A fee will be imposed for any markings found on wall, tables, chairs or carpet, depending on the extent of such damage.

Sound System:

Advance notice should be given to the Convention Center Coordinator if the sound system is to be used by renter. **If any damage is sustained to any sound system equipment or projector screen, you will be billed for any repair replacement costs. Projection screen is a drop-down screen, so remote needed from Coordinator if to be used.**
*** Bluetooth will be given when key is picked up from Coordinator's office.**

Wi-Fi:

Wi-Fi is available for business meeting and conventions only. Wi-Fi info will be given to renter the day of key pick up. Neither the Convention Center nor the Town of Fulton are responsible for any consequences caused by unavailability due to Wi-Fi server. A visit is recommended prior to your event to check connection and answer any questions.

*** Wi-Fi will be given when key is picked up from Coordinator's office.**

Kitchen:

Our kitchen is a Cater/Prep kitchen, not a full-service kitchen. If you are using the warmer, you must let the Coordinator know in advanced. You **WILL BE RESPONSIBLE** for all kitchen equipment used during your event. Failure to return everything in an acceptable manner will result in the total cost of the damages to be deducted from the Reservation/Damages Deposit. If so to exceed the damage deposit total, you will be billed for the remainder.

Catering:

The renter may use any professional caterer or cater the event him/herself. Renters are encouraged to have the caterer schedule a visit in advance to view the facilities and equipment available to them. Caterers must be advised that their set-up and clean-up must be during the contracted hours stated on the rental contract.

Any items used by the caterer must be removed from the building by the end of the contract period. Failure to remove rental items will result in a minimum penalty **fee of \$50** to be deducted from the Reservation/Damages Deposit.

The renter must be present to open the doors for the caterer as only one key will be assigned. The Coordinator or Town of Fulton employees are not responsible for unlocking the facility or receiving deliveries. The renter is responsible for advising the caterer of all cleaning requirements for the kitchen area and will be responsible for the kitchen if not cleaned by the caterer.

Renter is responsible for informing caterer of designated outdoor cooking area for any onsite cooking.

Fire Security:

Several fire extinguishers are available throughout the building. Their location is listed on the diagram in the serving kitchen. **Doorways, fire exits, walkways and fire extinguishers cannot be blocked off or covered at any time.** Please refer to Fire Code on page 6.

Cooking:

There is no open flame cooking allowed inside the building or on any covered area/patio/walkways connected to the building. Violation will be cause for forfeiture of the Reservation/Damages Deposit.

BBQ pits, gas grills, deep fryers, smokers or any kind of cooking device or equipment must be placed outside, at least **12 feet** away from the building. (Please see Coordinator for grounds layout of designated outdoor cooking area.) Attention should be given to wind direction when determining an area for any of the aforementioned items to be placed. Placement in any area other than that designated will only be with written permission from the Coordinator.

All coals, ashes, oils, etc. used for these cooking devices **must be removed from the property at the end of the rental events.** Dumping of any of the aforementioned items on the Convention Center grounds will result in a penalty fee (depending on extent of damages) that will be deducted from the Reservation/Damages Deposit.

Set Up & Breakdown:

All set-up, breakdown, and clean-up of decorations and personal belongings is the sole responsibility of the renter.

Tables and chairs are **NOT** to be used outside the facility. A penalty **fee of \$50** p/item will be assessed if it is found that tables and or chairs were used outside of the building. Damages to any tables or chairs will be deducted from and could result in the forfeiture of the Reservation/Damages Deposit.

Set-Up:

Set-up of event is the responsibility of the renter. Tables cannot be placed in front of doors marked with exit lights. Tables cannot be placed in front of fire extinguishers. Easy access must be available to all exits and all fire extinguishers at all times.

Break-Down:

Break-Down of all tables/chairs is the responsibility of the renter. Tables/Chairs are to be placed back into the designated storage room(s) that they initially came out of.

Any tables and chairs used should be cleaned before being placed back and returned to the storage area.

The men's and women's restrooms have extra trash liners located on each trash receptacle. Large trash receptacles will be lined and equipped with one (1) extra liner over the side. A penalty fee will be imposed if trash receptacles are improperly used. **ALL CARDBOARD BOXES MUST BE BROKEN DOWN AND PLACED IN DUMPSTER. FAILURE TO DO THIS WILL RESULT IN A PENALTY FEE OF \$100.**

Removal of **ALL** food, trash, and decorations is the responsibility of the renter. All trash should be taken out and put in the dumpsters on the North side of building.

A penalty **fee of \$50** will be assessed for stains to tables, on walls, floors, doors, etc. that require extra/special cleaning.

Flooring:

NO TAP SHOES. All shoes, boots or sandals with any type metal on the heels, toes, or soles are prohibited on our floors. Some examples are shoes with any type of tap or metal attachments, cleats, etc. These scar and mark our floors and destroy the finish on it.

No type of dancers wax, saw dust, sand, or any other abrasive may be used on the wood floor for any purpose. No Exceptions.

Floor should be spot cleaned of any spills before leaving so not to stain or cause any kind of damage. **Damage to floor will result in a penalty fee, depending on extent of damage and cost of repair.** This fee will be deducted from the Reservation/Damages Deposit. Renter will be billed if damages exceed Reservation/Damages Deposit.

Building Security and Exit Checklist:

Prior to leaving, the following procedures must be completed along with cleaning requirements to ensure receipt of full refund of the Reservation/Damages Deposit:

1. If sound system is used, turn off **Main Power Switch** only. This switch is located at the top right hand corner of the system. Turn off **Microphone**. Return any equipment used to its appropriate place in the sound room. Failure to turn off sound system will result in a **\$50 penalty** to be deducted from the Reservation/Damages Deposit.
2. Check equipment in kitchen (convention oven and warmer) to ensure they have been properly turned off.
3. Check both Men's & Women's restrooms for running water in sinks and or toilets and turn off if needed. Check sinks in kitchen area for running water and turn off if needed.
4. Take out all trash to dumpsters.

Check all exits:

Check all glass doors & emergency exit doors (on water side) leading to outside deck should be checked to ensure they have been properly closed.

Secure and lock both double door entrances on park side of building.

Check metal Vendor loading door has been locked and all trash has been taken to dumpsters.

Failure to secure facility will result in a total loss of your ENTIRE Security/Damages Deposit.

Return key in the mail slot at the front of Coordinator's office.

Please report any problems to the Convention Center Coordinator.

Lost & Found:

The Paws & Taws Fulton Convention Center and or the Town of Fulton are not responsible for any items left in the building or on the premises after the end of the rental event.

Any property that remains in the building or on the premises will be considered abandoned by the renter and kept for a period of 7 days. **Any items not claimed at the end of 7 days becomes the property of the Paws & Taws Fulton Convention Center and may be disposed of.** Any large items left in the building that would require storage or would interfere with the next rental are not subject to these rules and will immediately be disposed of.

Any food items left in the building will be disposed of.

Emergency Phone located in the hall off the kitchen is Emergency use only, as it is only a dial out phone to the local Police Department.

Public Park & Pier:

Your party is welcome to visit the park and public pier (when completed). Please ask your guest to be respectful to others around them, and to respect the equipment on the pier. The patrons on the pier have paid money to fish there.

Vendors:

Ask Convention Center Coordinator for a list of local vendors.

Town of Fulton employees must have entry to the building any time it is deemed necessary.

Should you have any complaints or issues, please call Town Hall at 361-729-5533.

