



Fulton Convention Center

Reservations Policy

402 N. Fulton Beach Rd.

P.O. Box 1130

Fulton, Texas 78358

For Appointments Call

Office: 361-729-2388

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coordinator@fultontexas.org

Rental Fees

The Town of Fulton and the Fulton Convention Center (collectively “Lessor”) hereby reserves and retains the right to amend, alter, change, delete, or modify any of the provisions of this Reservation Policy (the “Policy” or “Reservation Policy”) at any time and from time to time, without notice, in any manner that whatsoever. A person or entity (the “Lessee”) permitted to rent the Fulton Convention Center shall abide by all terms and conditions as outlined herein.

Lessor reserves the right to refuse service or to rent to anyone for any reason other than race, religion, national origin, gender or other prohibited reasons. Lessor will not rent to any person (or their family members), organization or entity that previously has not followed the policy and procedures established by the Lessor for use of the Fulton Convention Center (the “Facility”). Policy violations that shall be a basis for future denial of the opportunity to rent the Facility will include but not be limited to the following: failure to leave the Facility clean, not having proper Security personnel in place, **allowing the use of illegal substances, abuse of alcohol**, allowing smoking in the Facility or causing or permitting damage to Facility.

Rental of the Facility for an event (the “Event”) includes exclusive use of the Fulton Convention Center main building and attached patio(s). The grounds beside and behind the Convention Center along the water’s edge are a public park and are not included in any rental agreement. **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 Facility parking is public parking and is therefore shared with any park activities or events. Lessor’s employees have the ability to access the Facility at any time deemed necessary, including during the Event.

- **There will be no partial rentals on Friday, Saturday, or Sunday**
- **Hours listed for each rental time frame are for consecutive hours only (14 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.**
- **Lessee will be billed if damages exceed Reservation /Damages deposit**

NO UNDERAGE DRINKING WILL BE ALLOWED DURING THE EVENT AT THE FACILITY UNDER ANY CIRCUMSTANCES. LESSEE SHALL BE RESPONSIBLE FOR ALL FACILITY DAMAGES THAT OCCUR DURING THE EVENT. LESSEE’S FAILURE TO PAY FOR SUCH DAMAGES WILL RESULT IN LESSOR TURNING ANY & ALL ISSUES OVER TO OUR LEGAL DEPARTMENT.

Reservation Deposit:

A reservation/damage deposit (the "Security Deposit") of **\$500.00** must be deposited with Lessor to secure a date (the "Event Date") for the Event. The Security Deposit may be paid with credit card, money order, or cashier's check. A date is not reserved until a Security Deposit is paid and the Rental Agreement is signed by Lessee.

- * Lessee's violation of this Reservation Policy is sufficient cause for forfeiture of the Security Deposit.
- * In the event the Rental Fee is waived for any reason, the Security Deposit of \$500.00 must still be paid by Lessee. Lessee is required to clean the Facility after the Event; Facility cleaning will include all items listed under clean-up. Outside porch area(s) and immediate grounds (including parking lot) will need to be cleaned by Lessee and any trash, taken to dumpsters. All decorations clips or attachments, etc. must also all be removed by Lessee.

Capacity:

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

Reservations:

Contact information:

Lessee is responsible for providing Lessor with current contact information. Lessor is not responsible or liable for incidental and consequential damages as a result of Lessor's inability to contact Lessee due to inaccurate Lessee contact information.

Payment Deadlines

The Security Deposit will hold the designated Event Date. The Security Deposit must be received by Lessor no later than 24 hours following Lessee's first request to reserve the Event Date. If the Security Deposit 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 to the public. An Event date is considered reserved only after receipt of the Security Deposit. **The Rental Fee must be paid in full within 30 days prior to the Event. It is Lessee's responsibility to remember this date.** Lessor is not required to remind Lessee of the due date. Lessee's failure to pay the Rental Fee with the stated timeframe may result in Lessee's loss of the Event date.

For reservations made less than six months in advance of the Event, the Rental Fee is due within one month of paying the Security Deposit.

For reservations made less than one month in advance of the Event, full payment of the Rental Fee must be made within 2 days of request for the Event Date, by cashier's check or money order.

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'.**

For Payments made less than one month prior to the Event Date, only cashier's checks or money orders will be accepted as method of payment.

All payment will be promptly deposited. Lessor 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 (14) days** of notification by Lessor. Failure to do so will result in cancellation of Lessee's Event Date and forfeiture of Lessee's Security Deposit.

Refunds:

Cancellation Refund:

Due to the high volume of Facility rentals that Lessor provides, the Security Deposit is non-refundable if Lessee terminates the reservation for any reason. It is Lessee's duty to reserve the correct date. Any amounts paid by Lessee except for the Security Deposit may be refunded if Lessee cancels a reservation in writing on or before the 60th day prior to the Event Date.

No Show Refund:

If Lessee fails to cancel an event on or before the 60th day before the Event Date Lessee will forfeit the entire Rental Fee. In the event of a remaining balance owed, the balance will be deducted from the Security Deposit. Lessee will remain responsible for any Rental Fee balance not covered by the Security Deposit.

Security Deposit-Refund:

The Security Deposit will be returned in full by mail within 6 weeks after the date of the Event **if the terms of this Reservation Policy and the Rental Agreement are fulfilled**. All Rules and Regulations set forth in this Policy should be followed completely. In the event Lessee fails to

comply with the terms of this Policy the Lessee will be responsible for any charges or fees that apply, and such will be deducted from the Security 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 Security Deposit, Lessee will be billed for the remaining balance.** Lessor is 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 Event Date:

An Event Date can only be transferred without penalty if the transfer is done over ninety 90 days from the original scheduled Event Date.

In the event a transfer of an Event Date is less than ninety (90) days prior to the Event, the transfer will be treated as a cancellation and the Cancellation Refund Policy will be enforced.

Emergency Cancellation Refund:

For cancellations made by the Lessor due to impending weather, forces of nature or any other reasons beyond Lessor's control, Lessee will be issued a full refund. Also, a total refund of paid fees is issued if an Event is cancelled due to a declared emergency. Lessor 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 Lessee. **For a weekend Event Date, Lessee must pick up the key the day before or on the day of the Event.** (The key may not be used to enter the Facility before the time designated by Lessor. Use of the Facility at a time other than listed on the Rental Agreement is cause for forfeiture of the Security Deposit.) (Key pick-up time may differ for a Holiday weekend rental and Lessee will need to check with the Coordinator.) The key provided will unlock all glass doors entering the main Facility building. All entry doors must remain unlocked during the entirety of the Event (this includes both sides of the double entry doors.) Lessee must ensure that all glass doors have been locked with the key when exiting the Facility building. Failure to properly secure the Facility will result in a **loss of Lessee's entire Security Deposit.** There will be a **\$100 replacement fee** for any key lost or not returned at the end of the Event Date.

Lessee may pick-up a key in the office of the Coordinator the day before the Event Date or on the Event Date unless Lessee has made other pick-up arrangements with the Coordinator. Lessor is not liable for incidental and consequential damages as a result of Lessee not picking up the key before the stated deadline. It is Lessee's responsibility to provide Lessor with Lessee's updated contact information in the event the Coordinator needs to contact Lessee. Any changes to Lessee's contact information such as phone number or address should be reported to the Coordinator. At the end of the Event, Lessee shall place **the key inside the black mailbox 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 then the public may use the parking lot. Rental of the Facility 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 Facility 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 Facility building. Lessee is solely responsible for informing caterers, deliveries, entertainment and guests of these parking regulations. Vehicles found to be in violation will be towed at vehicle owner's expense.

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

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

Food Truck(s) Parking:

Food Truck(s) are allowed the following two (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 are 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 controlled exclusively by the Coordinator.

Lessee shall NOT prop open emergency doors to allow guest access to the rear deck, these doors are for **EMERGENCY USE ONLY**. Lessee shall 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: Lessee is solely **RESPONSIBLE for hiring Security personnel for the Event.**

At events where alcoholic beverages are present or consumed, it is MANDATORY that Lessee provide CERTIFIED TEXAS PEACE OFFICER(S) as SECURITY for the entirety of the Event. (From

the time the alcohol is allowed until the end of the Event). For any event with **100 guests or less, one (1) CERTIFIED TEXAS PEACE OFFICER per hundred people is MANDATORY.**

Lessee may contact the local Rockport PD at (361) 729-1111 or the Rockport Sheriff's Office at (361) 729-2222 to arrange for Security.

If Security is not to be provided, Lessee must sign off that no alcoholic beverages will be present or consumed at the Event and must provide a sign stating **"alcoholic beverages are prohibited" that shall** be posted at **all entrances**. Any Event found to have alcohol present without the presence of Security officers is sufficient reasons for the Event to be shut down, in violation of this Reservation Policy. Any Event shut down for Lessee's violation of this Reservation Policy or the Rental Agreement, is sufficient cause for forfeiture of the Security Deposit.

Lessee must provide Lessor's Coordinator with Security personnel contact information prior to the Event Date.

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

Water hog mats are to be used and placed under ALL ICE CHESTS/COOLERS, tables and/or machines where beverages/liquids are being served and/or dispensed. The use of ice chests/coolers, beverage machines without a water hog mat underneath is a violation of the Reservations Policy and will be cause for forfeiture of the Security 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 by Lessee for each day the Event is held and visibly displayed at the bar area. A copy of the permit must be submitted to Lessor's Coordinator to be placed on file.

Any Event with a cash bar must provide Lessor's Coordinator with the **TABC license** certification for each bartender working that Event.

Fire Code:

Fire Code regulates a Facility maximum capacity of 575.

Smoking is not allowed anywhere inside the Facility building. Smoking is only allowed outside the Facility. It is Lessee's responsibility 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 the 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. Lessee's failure to comply with this policy will result in forfeiture of the Security Deposit, as well as a possible fine and shutdown of your 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:

Lessee must **inform any event planner, decorator or any person assisting with decorating**, of all Lessor policies regarding allowable decorations. **Lessee is responsible for any damage fee for non-compliance by decorators, of any and all Lessor policies.** **LESSEE SHALL ENSURE THAT ALL TABLES HAVE SOME TYPE OF TABLECLOTH COVERING ON THEM DURING THE EVENT.**

Lessee may use any free-standing decorations. Rice, bubbles, flowers, and birdseed may only be used **outside** the Facility 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 Lessor's prior written permission 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 Security Deposit.

Wish Lanterns:

Lessee may not use 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 may only be tacked/hung from existing runner MID WALL only. NO pinning, tacking, pushpins, tape, nails, screws, thumbtacks, brads, staples, poster compound, duct tape, or any other items, may be used on the Facility walls or floors for decorations or any other reason. CONFETTI, STRAW, HAY are not allowed in the Facility for any reason. The Security 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 Facility building at the end of the 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 damage fee of \$50 to be deducted from the Security Deposit. Any decorations left behind will be disposed of. **It is Lessee's 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 these certain tables on the stage is a violation of the Reservations Policy and will be cause for forfeiture of the Security Deposit.

Children's Tables - Any Event:

Any items used at a children's (activity) table must be of a washable nature. A fee will be imposed for any markings found on wall, tables, chairs, etc. 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 Lessee. **If any damage is sustained to any sound system equipment or, projector/projector screen, Lessee will be billed for any repair or replacement costs. The projection screen is a drop-down screen, so Lessee must obtain the remote from the Coordinator if is to be used.**

*** Bluetooth information will be provided when key is picked up from Coordinator's office.**

Wi-Fi:

Wi-Fi is available for vendor use, business meetings and conventions only. Wi-Fi info will be given to Lessee the day of key pick up. Lessor is **not** responsible for any consequences caused

by unavailability due to Wi-Fi server. Lessee is advised to visit the Facility prior to Event to check Wi-Fi connection and answer any related questions.

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

Kitchen:

The Facility kitchen is a Cater/Prep kitchen, not a full-service kitchen. Lessee may use the warmer only with advance notice to the Coordinator. Lessee WILL **BE RESPONSIBLE** for all kitchen equipment used during the Event. Lessee's failure to return everything in an acceptable manner will result in the total cost of the damages to be deducted from the Security Deposit. If such damages to exceed the Security Deposit total, Lessee will be billed for the remainder.

Catering:

Lessee may use a professional caterer or cater the Event him/herself. Lessees are encouraged to have the caterer schedule a visit in advance to view the Facility 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 Agreement.

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

Lessee 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. Lessee 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.

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

Fire Security:

Several fire extinguishers are available throughout the Facility 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 Facility building or on any covered area/patio/walkways connected to the Facility building. Violation will be cause for forfeiture of the Security 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 any Facility 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 prior written permission from the Coordinator.

All coals, ashes, oils, etc. used for these cooking devices **must be removed from the Facility grounds at the end of the Event.** Dumping of any of the aforementioned items on the Facility grounds will result in a damage fee (depending on extent of damages) that will be deducted from the Security Deposit.

Set Up & Breakdown:

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

Lessor's tables and chairs are **NOT** to be used outside the Facility. A damage **fee of \$50** per item will be assessed if it is found that Lessor's 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 Security Deposit.

Set-Up:

Set-up of Event is the responsibility of the Lessee. 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 Lessee. 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 damage 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 DAMAGE FEE OF \$100.**

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

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

Facility Flooring:

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

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

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

Building Security and Exit Checklist:

Prior to leaving, Lessee must complete the following procedures along with cleaning requirements to ensure receipt of full refund of the Security Deposit:

1. If sound system is used, turn off **Microphone(s)**. Return any equipment used to its appropriate place in the sound room. Failure to turn off sound system will result in a **\$50 damage** fee to be deducted from the Security Deposit.
2. Check equipment in kitchen (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:

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 door entrances on park side of Facility 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 Lessee's ENTIRE Security 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:

Lessor is not responsible for any items left in the Facility building or grounds after the end of the Event.

Any property that remains in the Facility building or on the Facility premises will be considered abandoned by the Lessee and kept for a period of 7 days. **Any items not claimed at the end of**

7 days becomes the property of Lessor. Any large items left in the Facility 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 Facility 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:

Lessee's party is welcome to visit the park and pier. Lessee shall request its guest to be respectful to others around them, and to respect the equipment/people on the pier.

Vendors:

Ask Convention Center Coordinator for a list of local vendors.

Town of Fulton employees shall unrestricted access to the Facility building any time it is deemed necessary.

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

Indemnification:

Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from Lessee's use of the Facility or from any activity permitted by Lessee in or about the Facility unless caused by the gross negligence or willful misconduct of Lessor. Lessee shall further indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from any breach or default in the terms of this Rental Agreement or arising from any act, negligence, fault, or omission of Lessee and from and against any and all costs, reasonable attorney's fees, expenses, and liabilities incurred due to such claim or any action or proceeding brought on such claim. In case any litigation, action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, shall defend it at Lessee's expense by counsel approved in writing by Lessor.



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