



*1408 Chestnut Street. Bastrop, TX 78602
(512) 332-8981 - Fax (512) 332-8989*

BASTROP CONVENTION AND EXHIBIT CENTER

Policies & Procedures

The Bastrop Convention and Exhibit Center may be referred to herein as BCEC or the Center. Any Lessee who rents the BCEC, or any portion thereof, shall initial receipt of these Policies and Procedures at the bottom of each page.

ANIMALS

No animals other than service animals are permitted in the BCEC without prior written authorization from the Center Director. Service animals are defined by the American Disabilities Act ("ADA") as "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability." Please be advised that dogs whose

not considered service dogs under the ADA. Service animals must be harnessed, leashed, or tethered unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

AUTOMOBILES

Automobiles are not permitted inside of the Center without prior written authorization from the Center Director. In the event an automobile inside the Center is necessary for a display, all fire regulations pertaining to automobiles must be strictly adhered to.

RESERVATION POLICIES

All reservations for events to be held at the Center must be made during regular business hours Monday-Friday (8:00 am - 5:00 pm) by an individual 18 years or older. The Center is closed on Sundays unless the entire facility is rented for that day or the Center is booked for a three day event. In addition, the Center is closed on Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve and New Years Day. Event rental hours are 8:00 a.m. to 12 midnight.

1. Except under specific, limited circumstances, reservations for specific dates and times are made on a first - come, first- served basis. To hold a reservation for an event, the reservation must be accompanied by a signed contract executed by the responsible party and payment of the following fees: 0 (2) 1/2 of the Set-Up Fee and 3) Amenity Deposit (equal to 1/2 of the total of all amenities

required for the event). Amenities may include but are not limited to electricity and internet access. If the Security Deposit, 1/2 of the Set-Up Fee, Amenity Deposit and signed Contract are not provided to the Center Director at the time the reservation is

that under limited circumstances multi-day events may take precedence over single day events. All fees owed to the BCEC for an event based on the most current BCEC Fee Schedule, (except for those fees required to be paid at the time the reservation is made) must be paid, in full, a minimum of sixty (60) days prior to the date of the event. A copy of the BCEC Fee Schedule may be acquired from the Center Director.

2. If the Lessee requires that the Center open early (before 7:30 a.m.) to set up, the Lessee *will be charged an additional \$100.00 per/hour as an "early set-up fee"*. In addition, if the Lessee must access the Center before the contracted start date and time (e.g. the evening before an event), the Customer will be charged an additional \$150.0 per/hour. No pro-rating is permitted. For every portion of an hour used, the Lessee will be charged for a full hour. Please be advised that both an early opening and/or additional set-up time must be pre-approved by the Customer, discussed with the Director in advance, and are subject to room availability.

3. Rental of the Center does not entitle the Lessee to use of Center staff in connection with an event except for the basic set-up of the room rented by the Lessee, which includes the layout and placement of table and chairs (See section 6 below for additional information). In addition, Center staff will be available to stock and clean the bathrooms and attend to any emergency situation. Lessee shall be solely responsible for employing a sufficient number Staff, if necessary, for the event to safely and successfully occur. This includes, but is not limited to ticket operators, ushers, registration personnel, law enforcement officers, paramedics, spotlight operators, sound system technicians, plumbers, electricians, individuals necessary for the handling of freight, decorations, scenery, or other property of Lessee. Lessee agrees that each person employed by Lessee to provide services in the BCEC Center be approved and authorized by the Director and Center and shall, at all times, maintain an appropriate appearance and conduct himself/herself in a polite and professional manner. Lessee agrees to replace any employees failing to do so immediately upon notice by the Director.

4. Each room rental fee includes one room set-up, per event, which consist of the placement of tables and chairs. Each additional room set-up or change in a layout will be provided upon the payment of additional fees. Minor adjustments to a set-up will be judged on a case-by-case basis. In addition, a \$2.00 per/person Set-Up Fee will apply to the rental. (See Room Set-Up Fee Schedule or contact the Director for additional information).

SECURITY DEPOSIT

A Security 0.1 ' 1///(to reserve a room for an event. Security Deposits are required for each room rented and are not applied towards the rental fee. The Security Deposit will be refunded to the Lessee fifteen (15) days after an event if the Lessee, including the participants and his/her caterer, has complied with all rules and regulations of the BCEC. In the event a Lessee, caterer, or event participant fails to comply with BCEC rules, the Security Deposit may be used by the Center to clean, repair, replace, or pay for any property of the Center which is damaged or destroyed. The Security Deposit may be held at the discretion of the Center Director for as long as necessary to determine

the extent of damages and the cost of repairs and/or replacement of property. If the cost of cleaning, repairs and/or damage exceeds the amount of the Security Deposit, the Lessee will be billed the overage. **Security deposits are non-refundable if an event is cancelled.**

CANCELLATION/REFUND POLICY

The Security Deposit is non-refundable if an event is cancelled. If a reservation is cancelled 18 months or more before a scheduled event, the Lessee shall be entitled to a refund of the following payments: 1) the Set-Up Fee, and 2) the Amenity Deposit, if any. If a reservation is cancelled within 18 months of a scheduled event, the Customer shall forfeit any and all monies paid to the Center. **Any cancellation of a reservation must be received by the Center in writing.**

ALCOHOL POLICY

The BCEC permits the sale and service of alcohol during events. However, the BCEC does not hold a Texas Alcohol Beverage Commission (TABC) License. Accordingly, to sell alcohol in the Center, the Lessee must contract with a caterer that holds or obtains a TABC License/Special Event Permit. To serve alcohol, but not sell it, the Lessee must provide their own liquor and it must be served, free of charge, by a TABC licensed bartender. No sale of liquor by the Lessee without a TABC Licensed caterer is permitted. In addition, if you will be providing the liquor to your guests free of charge, and not through a licensed caterer, you may not advertise that there will be alcohol at the event. No BYOB is allowed. Alcohol is not allowed for any event that honors a minor. The Lessee or L
the TABC License or the name of the TABC licensed bartender no later than 15 days prior to the date of the event. Please review and initial in the space provided on pages 9 and 10, the Conven

will be providing alcohol to visitors at the Convention Center.

INSURANCE

The City of

The following insurance coverage must be obtained by the Lessee to use the BCEC without limitation or exception.

- a. Workers compensation insurance, as required by law;
- b. liability insurance in an aggregate amount of not less than;
 - i. \$100,000.00 each accident
 - ii. \$500,000.00 disease-policy limit
 - iii. \$100,000.00 disease-each employee
- c. :
- d. Comprehensive general liability insurance, including products and liquor liability with not less than the following limits:
 - i. \$1,000,000.00 General Aggregate
 - ii. \$1,000,000.00 Products/Completed Operations Aggregate
 - iii. \$ 500,000.00 Each Occurrence Limit
 - iv. \$ 50,000.00 Fire Legal Liability
 - v. \$ 5,000.00 Premises Medical Payments
- e. Automobile liability insurance with limits of not less than: \$500,000.00 combined single limit.

insurance.

For Lessee's that do not carry the above insurance, insurance is available through TML (Texas Municipal League) and the TULIP (TENANT USER LIABILITY INSURANCE PROTECTION) program. These entities assist the Lessee with acquiring the necessary insurance at affordable rates. For additional information please contact the Center Director.

HIGH-RISK ACTIVITIES

The City Manager, in his sole discretion, specifically reserves the right to increase the amount of policy for events at the Convention Center which may pose a heightened liability or increased risk for the City. These types of events include, but are not limited to:

1. Certain sporting events or athletic competitions.
2. Gun shows or other events involving weapons.
3. Any other activity the City Manager and the Convention Center Director determines may pose an increased danger to the public, attendees or the participants.

Additionally, the City Manager, in conjunction with the Convention Center Director, may increase the rent, require that the Lessee provide emergency medical services or paramedics at an event or otherwise alter the Lease in a manner that is consistent with these Policies and Procedures.

SECURITY

The BCEC prefers that the Lessee use City of Bastrop Police Department officers for event security. The Lessee is responsible for making arrangements directly with the Bastrop Police Department. Security must be present on Center property a minimum of thirty (30) minutes before an event starts until thirty (30) minutes after the event ends. The hourly fee for the police officers providing security is determined by the Bastrop Police Department. The number of officers required will be determined by the Director and the Chief of Police, in their sole discretion, based on the size and type of the event. Upon request, under limited circumstances, the Center will allow the use of County and State Police Officers with coordination with the Bastrop Police Department.

BUILDING CONDITIONS / DECORATIONS

1. No banners, flyers, posters or signs may be distributed on BCEC property.
2. No event materials, including banners, flyers, posters or signs may be nailed, stapled, tacked or driven into any portion of the BCEC, whether inside or out, or affixed to the Center in such a way that causes any changes, alterations, discoloration, staining, or need for repairs. In addition, tape and other adhesive materials may not be applied to walls or other surfaces in the Center without prior approval by the Director. Outdoor signs and banners must be preapproved by BCEC before installation.
3. All decorative materials must be flame proof or enclosed in a flame proof container (e.g. fish bowl, hurricane glass cover)
4. Fire exits, exit signs and air system inlets or outlets must remain accessible and visible at all times.

5. The following materials are prohibited inside the BCEC: straw, hay, glitter, confetti, birdseed, rose petals, rice, sequins, chemical light glow products including but not limited to bracelets, necklaces, and glow sticks, and artificial snow. Balloons cannot be filled with any of the above items. Rice, birdseed, confetti and rose petals are permitted in the parking lot and street areas of the Center only. Notwithstanding the above, the Director reserves the right to prohibit or remove from the Center any item not set forth herein if in his/her discretion the item may cause damage to the Center. **If a Lessee has any questions about whether a particular item is permitted in the Center, please speak with the Director prior to your scheduled event.** The Center is not liable for the cost of a prohibited item or decoration that was purchased for an event but may not be used.
6. No outside food is allowed.

CATERING

Please see the Caterer's Agreement for additional information

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included on the list. Caterers shall provide the Center with all required licenses, health permits and insurance in advance of any catered event. The Center will collect from the Caterer 5% of the total catering fee, to be paid a minimum of ten (10) days before the event. Please be advised

recommendation or endorsement by the Center. Please confirm directly with your selected caterer that he or she has sufficient qualifications and equipment to serve the anticipated number of guests and in conformity with your expected quality. In addition, please feel free to contact

CLEANING

Lessee shall leave the Center in the same condition as when the Lessee took possession. All trash shall be removed from the Center, whether during or immediately following the event, and placed in the appropriate dumpsters located behind the catering kitchen on the east side of the Center. Please be advised that the time it takes to clean the leased area is part of the event time. If additional time is required to clean the utilized area, the Lessee will be charged accordingly.

CONTROL OF BUILDING

The lease of the Center by a Lessee does not relinquish the right of Center staff to control the management and operation of the BCEC and to enforce all rules and regulations regarding same. The Director, his/her deputy, police officers, fire fighters, and employees of the BCEC may enter the facility, including any or all leased premises, at any time and for any purpose arising out of or related to the operation of the Center.

EQUIPMENT RENTALS

All electrical equipment used on BCEC property must be U.L. approved. Accessibility to equipment rooms and utility boxes is prohibited without authorization from a Center employee. Electrical service for events will be rented, supplied and serviced from the BCEC. (Special electrical requests, such as phone line(s) and Internet service must be given, in writing, forty-five (45) days in advance of an event; additional fees will apply.)

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FIRE ALARMS

A false alarm caused by the Lessee or an event attendee during an event is a felony and will result in the Lessee forfeiting their entire Security Deposit, as well as any other money paid to the Center, including but not limited to the Rental Fee, Set-Up Fee, and Amenity Deposit. In the event a fire alarm sounds, the Fire Department, Police Department and other emergency personal will be called to the Center and the Center will be evacuated until the Fire Department determines that it is safe to return into the building.

FIRE SAFETY

All events are subject to City of Bastrop occupancy requirements. The Director, Fire Chief, and City Manager reserve the right to determine the need for additional fire security at an event. Lessee will be solely responsible for any additional security expenses that are required. All exit doors must remain unlocked during all event hours. No fire lanes may be blocked at any time. A
0/ ' (be maintained at all times. Please contact the Director regarding additional fire restrictions related to automobiles inside of the Center.

FLAMMABLE LIQUIDS

Flammable Liquids such as, but not limited to, gasoline, kerosene, bottled flammable gas and oil are not permitted inside the BCEC. An exception will be made for catering sterno.

FLOOR PLANS (DIAGRAMS)

A diagram/floor plan demonstrating the aisle spacing required by the Bastrop Fire Marshal (5 feet minimum) must be submitted and approved by the Director, Fire Marshal, and Chief of Police at least forty-five (45) days prior to the first day of set-up for an event. Diagrams must be drawn as close to scale as possible and indicate service/ contractor equipment, aisle widths, primary entrance, concession area(s) and meeting areas(s). Failure to submit the required diagram forty-five (45) days in advance of an event absolves the Center of the responsibility to have adequate personnel scheduled for set-up. In addition, if necessary to fire and safety control and protection, the Center reserves the right to cancel an event, without reimbursement of fees paid, if a Lessee fails to submit an approved diagram forty-five (45) days before a scheduled event. Due to allocation of equipment and manpower, only minor changes can be made to a floor plan once a diagram/floor plan is received and approved by the Center. Requests for major changes to a floor plan may be subject to additional fees, as outlined in the rental contract.

FREIGHT/SHIPMENTS

BCEC staff will not accept, store or ship freight or packages for any party, including Lessee, exhibitors, delegates or vendors, at any time. The BCEC will not sign for and will decline receipt of any shipments sent to the Center. All freight must be shipped to the Lessee and the Lessee must be on site to sign for the delivery. All deliveries must be made during the lease period specified in the contract. Any items left in the BCEC must be picked up by the Lessee no later than three (3) days after the event, or such items may be disposed of by the Center Director. The Center is not responsible for items left at the facility or for damaged, lost or stolen items.

FORCE MAJEURE

If (a) the BCEC or any portion thereof is destroyed or damaged by fire or other calamity so as to prevent the use of the leased premises for the purposes and during the periods specified in the lease, or (b) if the use of the leased premises by Lessee is prevented by act of God, strike,

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lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the Center, then the lease will terminate. Center shall not be liable or responsible to Lessee for any damages caused thereby and Lessee waives any claim against Center and or City for damages by reason of such termination except that any unearned portion of the rent due shall abate, or if previously paid, shall be refunded by Center to Lessee.

INDEMNITY

To the fullest extent permitted under the Constitution and the laws of the State of Texas, Lessee shall indemnify, hold harmless, and defend the BCEC and the City, and their affiliates, agents, officers and employees, from and against all claims, demands, costs or expenses for loss, damage, or injury, including attorneys fees, whether incurred during the investigation or defense of a claim, or for bodily or personal injury, sickness, disease, death, or injury to or destruction of personal property, including the loss of use, in whole or in part, which arises out of or is related to the Lessee's use of the Center, the performance of the Lessee, or Lessee's activities at the Center and Lessee's negligence, gross negligence, intentional acts, or omissions, or by anyone else's negligence, gross negligence, intentional acts, or omissions, who is directly or indirectly employed by or working at the direction of the Lessee, participating in an event of the Lessee or acting in concert with the Lessee. Such acts include, but are not limited to: (1) a failure of the Lessee, or any of its employees, participants, or agents, to perform in accord with this Agreement and the Policies and Procedures; (2) any injury, loss or damage, whether to person or property, occurring as a result of, or arising out of, the Lessee's event; (3) a failure of the Lessee, or its employees, participants, or agents to comply with any law(s) of any governmental authority; (4) any third party agreement(s) or contract(s) to provide goods or services for the direct or indirect benefit of the Lessee or a customer of the Lessee; or (5) any other circumstance or condition that does not arise out of or result from the gross negligence and/or willful misconduct of the City or the BCEC, or their agents, servants or employees.

MULTIPLE BOOKINGS

The Center Director reserves the rights to book more than one event in the BCEC at a time. Consideration will be given to avoid conflicts due to noise or traffic concerns. The Lessee may possible.

SALES/ MUSIC FRANCHISE FEE

A 10% fee will be assessed by the Center for the sale of any item sold at the BCEC (e.g. tapes, books, tee-shirts or other specialty items). The collection of sales tax is the responsibility of the event. All ASCAP fees are the responsibility of the Lessee. **The Center reserves the right to audit the records of any vendor selling items at the BCEC to ensure compliance with this section.** Any vendor seeking to sell items at the BCEC shall provide to the Center their contact information, as well as any other identifying information deemed necessary by the Director.

OUTSIDE CONTRACTORS/VENDORS

The Lessee shall submit to the Director, a minimum of thirty (30) days prior to an event, a list of all contractors and employees the Lessee intends to use for the event. All contractors and employees must be properly licensed, permitted and insured before they may enter the Center.

WEAPON AND/OR GUN SHOWS, DISPLAYS, OR EXHIBITS

In addition to any safety policies or procedures of a gun show promoter, gun seller or auction in which guns are available, the following rules shall apply:

1. The display, auction or sale of firearms requires advance Center approval. **All firearms in the Center, whether for sale or on a person's body, must be deactivated by the removal of the firing pin, the bolt or otherwise altered so it is incapable of being fired (i.e. by a metal lock through the trigger mechanism, a plastic strap securing the trigger or hammer mechanism, a plastic strap securing the firearms' "action" mechanism in an "open" state or otherwise).** This policy does not apply to licensed peace officers or individuals licensed under Article 2.122 of the Texas Code of Criminal Procedure.
2. **NO LOADED GUNS. The promoter or lessee shall require that all firearms, other than those of law enforcement, be checked at the door to ensure that they are unloaded.** A zip tie must be used through the action of the weapon and no firearms are allowed in the building without this safety check. This policy does not apply to licensed peace officers or individuals licensed under Article 2.122 of the Texas Code of Criminal Procedure.
3. All gun promoters, vendors, auctioneers, and exhibitors shall comply with all federal, state and local laws governing the possession and/or sale of guns and other weapons.
4. The Promoter and the Lessee shall be responsible for implementing random checks of guests, dealers, and vendors to verify compliance with these Policies and Procedures, as well as State and local law.
5. The Lessee and the Chief of Police shall determine the number of officers required during a gun show and in the building for overnight security after the event. The hourly rate for these officers shall be as determined by the Chief of Police.
6. City of Bastrop officers shall have the right to immediately remove any person from Convention Center property who is believed to be a threat to public health or safety. **However, the Promoter and Lessee are strictly responsible for the oversight and security of the patrons, guests, customers, dealers and vendors at the event.**
7. **NO ALCOHOL OR DRUGS IS PERMITTED DURING A GUN SHOW OR OTHER EVENT WHERE GUNS OR OTHER WEAPONS ARE READILY AVAILABLE.**
8. **Firearms may not be loaded or fired in the interior or exterior of the Center, including parking areas.**

9. The Center Director and the City Manager have the right to increase insurance requirements mandated by these Convention Center Policies and Procedures when in the best interest of the City. Please speak to the City Manager or the Director in advance of booking an event if the Lessee has any questions or concerns regarding this section.

PERFORMANCE QUALITY

No activity, performance, exhibition, or entertainment shall occur on BCEC property which is potentially dangerous to the public, is illegal or could be considered indecent, obscene, lewd, immoral or offensive to a person of ordinary sensibilities. In the event it is determined by the Director, in her sole discretion, that this section is or will be violated, the Director shall have the right to demand that Lessee immediately omit such attractions. If the Lessee fails to comply with

Security Deposit.

PARKING LOT

The BCEC parking lot may not be used for commercial exhibits, displays, or promotions without the express written consent of the Director. If permission is granted, the Lessee may not drill, bore or punch any type of hole in the surface of the parking lot. At the conclusion of an event, Lessee shall leave the parking lot in the same condition it was provided with all trash removed to the appropriate dumpster(s). Any damage to landscaping on BCEC property caused during or arising out of an event sponsored by the Lessee shall be replaced at the sole cost of the Lessee. No vehicles are permitted to drive on the grass areas located around the Center, without the prior written permission from the Director.

PORTABLE WALLS / FREIGHT DOORS

Center personnel are the freight doors, turn on lights, change thermostat settings or unlock doors. Lessee must provide written notice in advance of the time these actions are required.

VEHICLE SECURITY

No vehicles are permitted on Center walkways or terrace areas. The loading and unloading of vehicles must be from the designated loading dock or parking lot areas. Vehicles left unattended - lock your vehicles after parking. The Center is not responsible for damaged, stolen or lost possessions. Some events may be subject to additional security, as determined by the Director.

CHILDREN

Children must be accompanied by a parent or responsible adult at all times.

SMOKING/TOBACCO USE

By City ordinance, the BCEC is a non-smoking facility. Smokers are required to use the designated outdoor areas and receptacles only. Additionally, the use of all tobacco products is prohibited in the facility including but not limited to chew, cigarette, cigars, cigarillos, little cigars, e-cigarettes, pipe, smokeless tobacco and dip. Smoking or using tobacco in the Center will result in a forfeiture of the Security Deposit.

TICKETED EVENTS

Ticket sales, if any, -
ticket booth and phone lines for tickets sales during normal business hours or as otherwise agreed to by the Center and the Lessee. Staffing of ticket sales activities is the sole responsibility of the Lessee.

SUBLEASING

Subleasing of the Center is strictly prohibited. The named Lessee must be the individual or entity holding or sponsoring the event.

**Responsible Alcohol Beverage Service
On-Premise**

' (is committed to the responsible service of alcoholic beverages. In accordance to this commitment, all City employees and Texas Alcohol Beverage Commission ' (are required to follow the procedures listed below:

1. No employee or TABC licensed server shall sell or serve an alcoholic beverage to anyone under the age of 21.
2. No one under the age of 21 may consume alcohol beverages on the premises.
3. All employees and TABC licensed servers shall carefully check Identification of anyone who appears to be under 30 years of age.
4. Acceptable documentation to purchase an alcoholic beverage license with a photo or a photo ID issued by the state of Texas.
5. The employee and TABC licensed server shall carefully check all identification to determine its authenticity. The manager of the Convention Center should be informed if there is any appearance of forgery or tampering.
6. In the absence of authentic identification, or in case of doubt, the employee or TABC licensed server shall refuse service of alcoholic beverages to the customer.
7. No employee or TABC licensed server shall serve an alcoholic beverage to anyone who is intoxicated or appears to be intoxicated.
8. No employee or TABC licensed server shall serve alcoholic beverages to anyone to the point of intoxication or the appearance of intoxication.
9. responsibility to notify a manager when a customer shows signs of intoxication or is requesting alcoholic beverages above the limits of responsible beverage service.

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10. Any customer appearing intoxicated wishing to leave the establishment will be urged to use alternative transportation rather than drive an automobile.
11. All employees and TABC licensed servers are obligated to immediately inform law enforcement authorities when intervention attempts of an apparently intoxicated individual fails and the individual intends to drive an automobile.
12. No employee and TABC licensed server shall drink alcoholic beverages while working.
13. All employees and TABC licensed servers who serve/sell alcoholic beverages shall successfully complete a Texas Alcoholic Beverage Commission certified Seller/Server training course prior to beginning employment and their service shall comply with the requirements provided in training.
14. Violations of these rules could be grounds for termination of the employee or TABC licensed server.

The sale/service of alcoholic beverages should not be a routine! It is one of the few legal products you can sell that could put you in jail.

THE MANAGEMENT FULLY SUPPORTS THESE POLICIES AND WILL STAND BEHIND OUR EMPLOYEES AND TABC LICENSED SERVERS IN THEIR DECISIONS TO PROMOTE RESPONSIBLE SERVICE