

Fort Bend County

Fairgrounds Bud O' Shieles Community Center

Policy & Procedures

Rosenberg, Texas 77471
832-471-2590

FORT BEND COUNTY FAIRGROUNDS & BUD O'SHIELES COMMUNITY CENTER
Policy & Procedures

Thank you for considering our facility for conducting your upcoming function. The Fort Bend County Fairgrounds and Bud O'Shieles (hereinafter referred to as "BOS") is available for private/public rentals in accordance with the following terms and conditions:

1. **RESERVATIONS:** All reservations *must* be made by applying at the Fort Bend County Fairgrounds office in Building "C" at 4310 Highway 36 S, Rosenberg, Texas. Reservations will be taken on a first-come, first-serve basis in accordance with the guidelines and policies of the County. It is the policy of the County to make the Fairgrounds & BOS facilities available for rental under the terms and conditions set forth herein, to as broad a spectrum of groups and individuals of the County as is feasible. The County reserves the right to adopt rules and fees schedules that promote this policy and to make changes to the rules and fee schedules at the County's discretion.

Reservations can be made by applying in person from 8:00 a.m. to 5:00 p.m., Monday through Friday, at the Fort Bend County Fairgrounds office, excluding holidays.

All fees associated with the rental, as set forth in this document, must be paid in full at the time of making the reservation. Please note that you may be charged for all the time you utilize the facility, including the time required for the setup and cleanup of your event.

2. **COMPLIANCE WITH APPLICABLE LAWS:** Renter is required to be present at all times at the facility and available to County personnel during the entire course of the rental period. Renters using the facilities shall comply with all federal, state and local laws. Furthermore, Renter assumes full responsibility and liability for the acts and omissions of all invitees, licensees, contractors, vendors, guests, relatives, friends and their respective invitees and licensees with respect to the rental.
3. **ALCOHOLIC BEVERAGES:** The sale, consumption or distribution of any alcoholic beverage(s) at the Fairgrounds & BOS is expressly prohibited unless duly authorized by the facility manager or his/her designee prior to the event. **The Fort Bend Sheriff's Office Parks and Recreation Division** will determine the number of Fort Bend County law enforcement officers required on an event-by-event basis. During the course of an event where alcohol is served, the County reserves the right to require additional law enforcement officers, limit the number of invitees, or to end the event at any time if the County determines continuation of the event will jeopardize public safety. If your event is ended before the scheduled time, no refund of any rental fees will be due to Renter.

Beer Sales in all buildings are subject to a Temporary Beer License to be paid by Renter. For information or questions concerning the sale of alcohol please contact the Texas Alcoholic Beverage Commission at (281)239-2607. If the Texas Alcoholic Beverage Commission denies such license, Fort Bend County will not be responsible. Fort Bend County must approve all concession stands. Glass bottles of any kind are prohibited.

4. **RENTAL FEES:** The facility is available for rental seven days a week. The facility may be reserved in advance with the payment of the appropriate deposit and rental fee as shown on the attached schedule. No facility rentals will be available for a period of time before, after or during the Fort Bend County Fair. Paid rental time begins at 7:00 a.m. and ends at 12:00 a.m. Failure to vacate the building by 12 a.m. will result in a charge of \$25 per quarter hour deducted from the deposit. The Bud O'Shieles is available for rental on Saturdays only from 7a.m. - 12a.m. There is no Friday setup at the Bud O'Shieles. Please note that these rental hours also apply to the set-up and clean up of Renter's event. Please be advised that a \$25.00 administrative fee may be charged to facilitate any changes made within seven (7) days of the scheduled rental. This does not include fees associated with additional hours, additional security, etc.

5. **CLEAN - UP:** At the end of any scheduled event, it is the responsibility of Renter to clean and return the facility, including restrooms, to the same condition as when Renter received access to the facility. This responsibility includes:
 - A. **Cleaning and neatly returning tables and chairs to their original location;**
 - B. **Sweeping floors;**
 - C. **Removing decorations and signage; and**
 - D. **Properly disposing all trash in supplied dumpsters. Events whose waste exceeds capacity of the provided dumpsters must make additional arrangements, at their own cost, for additional dumpsters.**
 1. Renters who fail to return the facility or grounds, to the same condition as when they received access will have all or a portion of their deposit forfeited. In addition, the expenses from any damage in excess of the deposit will be the responsibility of Renter. Renter understands that Renter shall be responsible for payment of any and all reasonable repairs where damages exceed the amount of the Security/Damage Deposit. County will provide a statement to Renter of any damages in excess of the deposit and Renter shall pay the invoice within ten (10) business days from the date of the statement.
6. **SECURITY:** Security fees are the responsibility of Renter and are payable separately to the Fort Bend County law enforcement officer(s). The type of activity will determine security requirements. The Law Enforcement Officers have the right to end an event at the discretion of the officer.
7. **COUNTY FUNCTIONS:** Programs conducted by the County will be given priority over any reservation requests. The County reserves the right to cancel any reservation that may conflict with a County sponsored event or activity. Every effort is made to minimize and/or eliminate the likelihood of such an occurrence.
8. **YOUTH GROUP RESTRICTIONS:** Events that are composed of youth seventeen (17) years of age and younger must have at least one (1) adult chaperone present at all times for each fifteen (15) youth in attendance. Failure to comply may result in ending the event early and deposit forfeiture. **No unchaperoned minor is permitted outside the building during an event unless there is an emergency, or some imminent danger inside or if exiting to leave the event and/or preises.**
9. **DECORATIONS:** All decorations attached to the physical structure (walls, ceilings, etc.) of the facilities must be pre-approved by the Facility Manager, nails, tacks and screws are prohibited. Tape, of any kind, is not allowed on tables, floors, walls or ceilings. Dance waxes, birdseed, rice, or similar items are prohibited at the facilities or on the grounds of the Fairgrounds. This is for user safety and the protection of the integrity of the Fairgrounds. Please be advised that if any such materials are used, you will forfeit your deposit, regardless of whether you took appropriate measures to clean the materials up. **NO SMOKE or FOG MACHINES ARE ALLOWED**
10. **SIGNAGE:** No banners, flags, temporary signs, or similar visual effects may be attached to buildings, canopy structures, fences, lights, sign posts, trees or secured by staples, nails, screws, tape or other means that may cause damage to structures or amenities.
11. **TABLE COVERINGS:** Table coverings are required on any table where food, beverage, paints or other liquids will be consumed or placed. Plastic, paper or cloth varieties are allowed. Table coverings must not be stapled or taped to tables. Any damage to table surface will result in replacement cost of table deducted from deposit.
12. **TABLES AND CHAIRS:** The use of tables and chairs are provided at no charge, for which Renter is responsible for set-up and takedown. Renters *are prohibited from removing tables and chairs from buildings.*
13. **INDEMNIFICATION:** Renter agrees to indemnify and hold harmless Fort Bend County, its officers, agents and employees harmless from any and all actions, claims, costs, damages and expenses, including but not limited to attorney's fees and court costs, arising out of the use of the Fairgrounds & BOS by Renter, Renter's invitees, licensees, relatives, friends, and their respective invitees or licensees associated with the rental use of the Fairgrounds facilities.
14. **PERSONAL LOSSES AND DAMAGES ARISING AT RENTAL:** Fort Bend County is not responsible for lost, damaged or misplaced property placed at any facility or grounds. Furthermore, Renter agrees that the County is released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use or occupancy of the BOS, Fairgrounds facilities or grounds.

- 15. FACILITY ACCESS:** Arrangements will be made with Renter to open and close the facility. In the event of an emergency, please contact the Sheriff's Office Dispatch at (281) 341-4666 for assistance.
- 16. PARKING:** Parking for guests and contractors is available on the Fairgrounds & at the BOS. All fire lanes and handicapped parking notices must be observed and compliance is required.
- 17. TENTS:** Tents may be brought in and set-up during arranged event set-up times. All tents must be secured via water barrels only. No stake style tents will be allowed on the grounds for safety reasons.
- 18. FIRE MARSHAL:** Fire code shall be enforced at all events by the Fire Marshal personnel.
- 19. ELECTRICAL CONDUITS:** Nothing shall be attached by Renter to electrical conduits. Any event needing electrical tie-in requires approval of management and a licensed electrician at Renter's own cost.
- 20. VEHICLES INSIDE BUILDINGS:** Vehicles, boats, and equipment are not allowed inside buildings without approval from Fairgrounds Manager and the Fire Marshal. All vehicles, boats, and equipment batteries must be disconnected per Fire Marshal instructions. Renter shall not store any motor fuel inside any building. Fuel tanks on vehicles, boats and equipment on display will be secured in accordance with instructions by the Fire Marshal.
- 21. FIREWORKS:** Absolutely no fireworks are allowed on Fairgrounds property.
- 22. OPEN FLAMES:** **Absolutely no open flames**, flame producing devices or any flammable and/or combustible materials are allowed inside the facilities. This includes, but is not limited to, the following: candles, torches, incense burners, charcoal grills, sterno burners, etc. Failure to comply with this requirement will cause forfeiture of deposits, regardless of whether Renter attempted to remedy and clean up any resulting mess or damage. For outdoor cooking see **ELECTRICAL CONDUITS, above.**
- 23. COOKING:** Cooking is allowed only in the designated and posted areas inside certain facilities. Upon approval of County, cooking may be conducted in certain areas other than the designated kitchens and Renter will be responsible for providing and paying for Fire Security. In addition to Fire Security, only approved portable cooking equipment may be used. The heating only of food will not require the attendance of Fire Security, but will require inspection by Fire Marshal personnel of equipment prior to use to ensure safe operation. Approved Cooking Equipment: LP-gas fueled cooking appliances must meet the requirements of NFPA 58
- General Cooking:**
- All food vendors shall have a current and passing inspection by the County and Cities Health District.
 - Cooking booths outdoors shall be separated by a minimum of 10'. This does not apply to warming devices with no open flame or heat.
 - Cooking and Heating is prohibited within 10' of an exit or combustible materials.
 - No storage of LP-gas is allowed in any tent or canopy and/or cabinet.
 - Commercial cooking done inside a trailer shall be required to have a Type I hood system that is UL300 or UL300A rated if using deep fat frying.
 - Must have an approved 2A:10BC fire extinguisher for each canopy or tent and within 30' of the cooking area.
 - If vegetable or animal fat is present, a Class K extinguisher is required and must be disposed in accordance with state law and county/city regulations.
 - All gas, solid, or liquid fuel burning inside a trailer must be vented to the outside with an approved venting system and spark arrestor.
 - Glass bottles are prohibited.
- 24. THERMOSTAT CONTROLS:** Thermostats can only be adjusted by the Fairgrounds employee. Any adjustments to thermostats by Renter or any of Renter's guests will result in Renter's financial responsibility for increased usage costs and/or any damage caused by tampering with thermostats.
- 25. RODEO ARENA/BARNS:**
Renter is responsible for complete clean up of the rodeo arena/barns and leaving rodeo arena/barns in good condition.

- No clean out of horse/livestock trailers in the parking area is allowed, please dispose of all manure in the appropriate areas provided.
- Please clean stalls/pens and dispose of all used feed or bedding products in appropriate areas.
- Please dispose of all garbage in the appropriate garbage cans or dumpsters.

Renter must properly dispose of all animal feces, manure and shavings in supplied dumpsters. Events whose waste exceeds capacity of the provided dumpsters must make additional arrangements, at their own cost, for additional dumpsters.

The rodeo arena will be groomed and watered, as needed, prior to use, but any additional tractor /driver times will be charged \$50 per day. Renter may provide at their own cost suitable arena preparation equipment, including drag, water truck, etc.

Equipment, including arena panels, fencing, water troughs, etc. may not be moved without prior authorization.

No additional material may be added or alterations made to the footing of the arena.

No horses are to be tied to fences, arena rails or chain link fence.

No overnight stabling unless otherwise requested or approved.

26. CANCELLATIONS: Any cancellation must be requested by Renter in writing to the Fairgrounds Manager, 4310 Highway 36 S, Gate 4 Bldg. C, Rosenberg, Texas 77471. Cancellation fees will be deducted from the rent paid at the time of reservation prior to any refund, if applicable, and will be made only to Renter, as provided on the application. The following refund schedule shall apply to all rentals:

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| A. 45 business days or more notice of cancellation: | Full Refund |
| B. 20 thru 44 business days notice of cancellation: | 50% Refund |
| C. 0 thru 19 business days notice of cancellation: | 0% Refund |

28. HOLIDAY RATES: Holiday Rates are applicable for all groups renting any facility at the Fairgrounds & BOS on County-observed holidays, including but not limited to the following days: *New Year's Eve, New Year's Day, Good Friday, Easter Sunday, Memorial Day, Juneteenth, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.* Rentals for holidays are at a premium rate of 125 % of the regular rate. Any cancellations made for on holiday reservations will not be refunded.

29. FACILITY MONITOR: Upon the conclusion of any rental, a Fairgrounds Representative will inspect the condition of the premises and verify that the premises have been left in the same condition as received. A final rental report form will be completed to acknowledge that all rental responsibilities have been met and that a deposit or a portion thereof, will be refunded.

30. INFLATABLE JUMP/BOUNCE HOUSES: Any inflatable jump/bounce houses will be used at Renter and guest risk. Fort Bend County will not be responsible in any manner for any injuries sustained from any use or installation of inflatable jump/bounce houses.

31. REFUNDS: Any applicable refunds will be in form of a check payable to Renter as provided on the application and sent by regular mail from the Fort Bend County Auditor's Office to the address provided on the rental application 4 to 6 weeks after the event.

32. INSURANCE: Liability insurance for events open to the public is required and the responsibility of Renter. A certificate of insurance must be presented to the Fort Bend County Fairgrounds Manager before a public function can be held. Requirements for liability insurance will be set by Fort Bend County, and must name Fort Bend County as additionally insured.

33. ANIMALS: Animals (except service animals) are prohibited from the Fairgrounds & BOS unless approved in advance, in writing by the Fairgrounds Manager. Approval will be given for animal events which would include livestock shows, rodeo, horse riding, dog shows etc.

*Fort Bend County
FAIRGROUNDS*

ALCOHOLIC BEVERAGE POLICIES

- The sale, consumption or distribution of any alcoholic beverage(s) at the Fairgrounds is expressly prohibited unless authorized by the Facility Manager or his/her designee prior to the event.
- The Fort Bend County Fire Marshal's Office will determine the number of law enforcement officers required on an event-by-event basis. During the course of an event where alcohol is served, the County reserves the right to require additional law enforcement officers, limit the number of invitees, and/or to end the event at any time if the County determines continuation of the event will jeopardize public safety. If an event is ended before the scheduled time due to unsafe conditions as determined by law enforcement, no refund of any rental fees will be due.
- Beer and liquor sales require a Temporary Permit, obtained by the renter:

TABC Code Sec. 11.01. PERMIT REQUIRED. (a) No person who has not first obtained a permit of the type required for the privilege exercised may, in a wet area, do any of the following:

- (1) manufacture, distill, brew, sell, possess for the purpose of sale, import into this state, export from this state, transport, distribute, warehouse, or store liquor;
- (2) solicit or take orders for liquor; or
- (3) for the purpose of sale, bottle, rectify, blend, treat, fortify, mix, or process liquor.

- Can I give away free alcoholic beverages without holding a TABC permit? It is legal to provide free alcoholic beverages without a permit. However, to be truly "free," it must be available to any adult who walks in the door and requests it. If alcoholic beverages are only available to paying customers, the assumption is that the cost of the alcohol is included in the price of the service. This constitutes a sale of alcoholic beverages, and a TABC permit would be required. When you provide the alcoholic beverage, there cannot be any expectation of receiving money. You cannot ask for a "donation" or "tip." If the drinks will only be available to paying guests, then you will need a permit. Some examples: A wedding reception with free drinks is really free. A boutique that serves free wine while you shop, even if you don't buy anything, is really free. A nail salon with a "free" drink when you pay for a manicure is not really free. If you buy tickets to attend a charity ball and they serve "free" drinks, those are not really free. If a tip jar sits next to a keg of beer expecting "donations," the beer would not be considered free.
- For information or questions concerning the sale of alcohol please contact the Texas Alcoholic Beverage Commission at (281)239-2607. If the Texas Alcoholic Beverage Commission denies such license, Fort Bend County will not be held responsible.
- The following sanctions and penalties may be assessed for violation of the Texas Alcoholic Beverage Code. For a complete list of sanctions and penalties, see <http://www.tabc.state.tx.us/faq/licensing.asp>

Sale or delivery of unauthorized alcoholic beverages to a non-licensed business in violation of manufacturing and wholesaler sections of the Alcoholic Beverage Code. §§11.01, 19.01, 61.01 or 62.01	6-8 days \$300 per day	12-16 days \$300 per day	Cancel
Sale of any unauthorized alcoholic beverage in violation of §11.01, Alcoholic Beverage Code.	8-13 days \$300 per day	16-26 days \$300 per day	Cancel

FORT BEND COUNTY FAIRGROUNDS & Bud O'Shieles Community Center
Policy & Procedures
Rental Policies & Procedures – Acknowledgment & Agreement

I (Renter) have been provided a copy of the Rental Policies and Procedures and the security agreement and agree to abide by them in their entirety. I further acknowledge and agree that I will be financially responsible for any and all damages that may occur during my use of the Fairgrounds & BOS, regardless of who actually caused the damage. Further, I agree as follows:

_____ I have been provided a copy of the Alcoholic Beverages Policy and will comply with the terms contained therein. I understand and agree that failure to comply with policies, laws and rules regarding alcohol will result in forfeiture of all deposits.

_____ I understand and agree that glass bottles of any kind are not allowed.

_____ I understand and agree to the security requirements and I will contact the Fort Bend law enforcement agency to obtain adequate security for my event.

_____ I understand and agree that my failure to obtain security as provided in the Rules & Regulations will result in forfeiture of my deposit.

_____ I understand and agree that my deposit will be forfeited if I do not leave the facility in the same condition as received.

_____ I understand and agree that tape, of any kind, may not be used on any tables, floors, walls or ceilings.

_____ I understand and agree that use of nails, tacks, and screws are strictly prohibited.

_____ I understand and agree that any my deposit will be deducted the replacement cost for any damages to table and/or chairs.

_____ I understand and agree that no open flames are allowed at any time, including but not limited to candles, torches, burners, grills, etc. I further understand and agree that no fireworks of any kind are permitted.

_____ I understand and agree that dance wax, bird seed, rice and smoke machines are prohibited.

_____ I understand and agree to the cancellation fees as specified in the Rental Policies & Procedures.

_____ I agree inflatable jump/bounce houses will be my responsibility and that Fort Bend County will not be responsible for any injuries sustained from any use or installation.

_____ I agree and understand that any concessions require a permit from the City of Rosenberg Health Department.

_____ I agree and understand the requirements for use of the Rodeo Arena and the Barns.

_____ I understand and agree that this Acknowledgment & Agreement sheet is not a substitute for reading the entire Rental Policies & Procedures. I know that I am responsible for all requirements contained in the Rental Policies & Procedures, regardless of whether those requirements appear on this sheet.

Printed Name of Renter

Date

Signature of Renter

Witnessed:

Fairgrounds Representative

Date