



Facility Use Policy

1. GENERAL:

1.1 Facilities of the City of Sunset Valley are primarily designed to accommodate the programs, activities, and meetings of various City departments, the City Council, and City Boards, Committees, and Commissions. It is intended that these facilities be used to the fullest extent for these primary purposes. Accordingly, City government functions shall in all cases take precedence over all other activities at any City facility.

1.2 Specified meeting rooms in certain City facilities, when not being used by the City, shall be made available to **Sunset Valley residents, Sunset Valley employees**, non-profit or not-for-profit community organizations or groups as authorized by this policy, at no-charge, and on a first-come, first-served basis. By opening up certain specified City meeting rooms to public use, the City intends to create a limited public forum in which public uses are consistent with the [City's civic mission](#) (as amended from time to time) not prohibited as described in Section 5 herein, and does not interfere with the governmental functions of the City. The City may deny the use of City facilities where the indicated uses are not consistent with form or function of the City facilities.

The City reserves the right to close the meeting rooms to public use and terminate the limited public forum at any time for violations of this section.

2. INTERPRETATION AND IMPLEMENTATION:

2.1 The City Administrator shall have the authority to interpret the Facility Use Policy. The City Administrator and/or the City Administrator's designee shall have the responsibility to administer and enforce the Facility Use Policy and shall have the authority to deny or terminate the use of a facility if a determination is made that the use does not conform to the requirements of the Facility Use Policy. The City Administrator has the discretion to recommend changes to the Facility Use Policy to the City Council for approval. The City Council may restrict public access to any meeting rooms that the City Council determines not suitable for holding public events. At the discretion of the City Council, the City may waive any requirement of this

policy if the result of said waiver would be in the best interest of the City. Appeals of denial or termination of use may be presented to the City Council.

3. AVAILABLE FACILITIES:

3.1 The designated meeting rooms listed in Attachment A (“Available Facilities” *as may be amended in the future*), when not being used by the City, may be reserved for use by non-city government, non-profit or not-for-profit community organizations or groups, and City of Sunset Valley residents and employees, provided the requirements of this Facility Use Policy are met.

4. AUTHORIZED USERS:

4.1 City of Sunset Valley residents and employees are authorized users. Additionally, non-profit and not-for-profit organizations and groups, consisting primarily of Sunset Valley residents or benefiting the City of Sunset Valley and/or the community by educational, civic, and/or cultural means (hereinafter “Groups”), may reserve Available Facilities for meetings and events. Groups must have at least five (5) members. Groups may not charge admission fees to participants attending the meetings or events.

5. PROHIBITED USES FOR RENTAL:

5.1 City facilities **shall not** be used for the following:

- Any commercial business, fee-based or promotional activity;
- Any programs involving the sale, advertising, or promotion of products or services;
- Any business firms and other for-profit organizations soliciting or selling products or services, regardless of purpose;
- Any meeting or activity that solicits funds or donations or accepts such from attendees;
- Any political fundraisers, political advocacy, or other partisan political meetings, rallies, or campaign activities/events;
- Any meeting whose noise levels will interfere with activities in City offices or adjacent properties;
- Any groups that will have participants in excess of the occupancy limit;
- Any illegal activity;
- Any purposes contrary to federal, state, or local law;
- Any activity not consistent with the general business purpose of the building;

6. RESERVATION POLICIES AND PROCEDURES:

6.1 All Individuals or Groups desiring to utilize Available Facilities are required to complete a City of Sunset Valley Facility Use Application. The individual signing the Application (the “Applicant”) must be a City of Sunset Valley resident or employee, and must be twenty-one (21) years of age or older. The Applicant is responsible for the event and will be held responsible for all actions, behavior, and damages caused by his/her guests/attendees.

6.2 The completed application form (Attachment B: Facility Use Request Form) should be submitted to the applicable department within ten (10) business days prior to the event. An application must contain all requested information. Prior approval does not guarantee future approval. Failure to fully complete an application form will result in a denial.

6.3 When submitting the Facility Use Request Form, the Applicant also must submit the Facility Use Policy Compliance and Indemnification and Hold Harmless Agreement (Attachment C).

Application forms may be obtained at the Sunset Valley City Hall Building between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, or on the City's website at www.sunsetvalley.org/facilityuse

Applicants may be required to provide the following verification: For the Applicant:

- Proof of residency or employment by the City

For the **Individual**/Organizations/Groups:

- Proof of residency for sponsorship of organization/group; the resident "sponsor" will be the applicant for the organization/group, and must be a member of said group, and must be in attendance for the entire event or meeting
- Community benefit; and/or
- Non-profit status, if applicable.

6.4 Sunset Valley residents may sponsor the use of the Facilities by an Organization or Group, but the resident must be in attendance for the entire event or meeting. The attending resident sponsor shall be the Applicant and have all applicable responsibility and liability as the one sponsoring the activity.

6.5 Sunset Valley Facilities shall have a City meeting room(S) coordinator. The coordinator is responsible for the implementation and administration of this Policy, including the review and approval of applications for use of Available Facilities.

6.6 Approval of applications for events and meetings in Available Facilities will be considered in accordance with the following criteria:

- a) The requesting Group is a non-profit or a not-for-profit group or organization.
- b) The requesting Group is based in the City of Sunset Valley or has a resident sponsor who is a member of the Group, or the proposed use is deemed a community benefit.
- c) The event is requested in sufficient lead-time for staff to determine impact upon the facility and previously scheduled events.

d) The Applicant agrees to indemnify, defend, and hold harmless the City, and is capable of carrying sufficient liability insurance, if required. Insurance requirements shall be determined on a case-by-case basis and if required the Applicant will provide a certificate of insurance to the City indicating satisfaction of the insurance requirements that are determined.

e) City staffing and security needs.

f) The requested use of the City facility will not cause detrimental impact to City staff and available resources, or to the physical capacity of the requested facility, including but not limited to:

(i) The parking capacity at the requested location and the potential impact on other planned events;

(ii) The number of planned participants and the traffic impact upon the requested location; and

(iii) Other scheduled events and/or uses of the requested facility that increase the usage of the requested location above the recommended capacity.

6.7 If the application is denied, the Applicant or Group may appeal the decision to the City Council. The City Council's decision shall be final.

6.8 Sunset Valley Facilities may not be reserved for a date more than 180 days after the date the reservation is made. In order to make the Sunset Valley Facilities open for use for all residents recurring reservations for the same time and day are discouraged. All reservations are subject to review and approval by the City Administrator to make the Sunset Valley Facilities available for the purposes of all residents.

6.9 Due to the size and nature of an event, the City may require a Special Event Permit and/or general liability insurance for bodily injury and property damage be acquired by the Group with policy limits set by the City, and naming the City as an additional insured. **A Special Event Permit has separate deadlines that may require an earlier submittal of a Facility Use Request Form; the Applicant is responsible for being knowledgeable about all appropriate deadlines.**

6.10 The City reserves the right to cancel any and all reservations without providing any other accommodations in the event the facility is needed for municipal government purposes, or if the facility becomes unavailable due to unforeseen maintenance or safety issues.

6.11 A Group may not assign or transfer its reservation to another Group.

7. GENERAL RULES AND REGULATIONS:

For the facilities to be enjoyed by everyone, the following basic rules of good conduct must be observed at all City facilities:

- 7.1 When submitting the Facility Use Request Form, the Applicant also must submit the Facility Use Policy Compliance and Indemnification and Hold Harmless Agreement (Attachment C).
- 7.2 City staff will control all heating, air conditioning, lighting, and any other electrical or mechanical system(s) in the building. Applicant only shall make requests to the City staff for any adjustments.
- 7.3 Meeting room doors must be closed while conducting meetings during business hours. The conduct of the meeting will be respectable and well governed.
- 7.4 The noise level in the lobby area shall be kept to a minimum.
- 7.5 Use of the facility must not interfere with the conduct of official City business or be unduly disruptive to others present in the City facility or to adjacent properties.
- 7.6 Non-alcoholic beverages and light refreshments are allowed. Drinks with red or orange dye and/or food coloring are not allowed in the facility.
- 7.7 All trash, including food and beverage, created by the user or participants, shall be placed in proper receptacles. For larger events (rental of the entire building), trash receptacles should be emptied into the proper dumpsters (near the storage yard).
- 7.8 No pets shall be permitted inside the facilities, only service animals are allowed.
- 7.9 Smoking, including e-cigarettes and vaping, is not allowed in City facilities.
- 7.10 No liquor or illegal substances shall be served upon, consumed upon, or brought into the City facility.
- 7.11 If serving beer and wine at your event, you must notify the City and complete a Bar Service Agreement (Attachment E) that will be approved by the City Administrator. The applicant must use a TABC Licensed Vendor for beer and wine service.
- 7.12 No sparklers, open flames, or burning candles are permitted.
- 7.13 No pyrotechnic devices or fog machines are allowed inside the City facility.
- 7.14 Use of any glitter, confetti, or streamers is prohibited.

- 7.15 All City facilities shall be left in good, clean condition. All tables and chairs must be returned to the original arrangement when the use of the facility is complete.
- 7.16 The Applicant will be responsible for the provision of any specific non-facility Americans with Disabilities Act (ADA) required accommodations.
- 7.17 No Group may consider a City facility its permanent meeting place, use for storage, or use the City facility Building as its mailing address.
- 7.18 All minors, individuals younger than 18 years of age, must be accompanied by an adult, with no more than ten (10) minors per one (1) adult.
- 7.19 Security Deposit Required (versus cleaning fee)

8. EQUIPMENT:

- 8.1 The unauthorized use, alteration, removal, damage, or destruction of any City equipment is strictly prohibited, inclusive of technological devices and computers. The use of the City's audio equipment is not allowed. The Applicant will be held responsible for any damages to any City-owned property or equipment.
- 8.2 The use of screens and screen connectors in the Conference Room or Council Chambers is allowed; you must have HDMI capable device. The Applicant must indicate on the application if they wish to use the screens.
- 8.3 Tables and chairs may be used. The Applicant is responsible for placing tables and chairs back in their appropriate places or storage facilities.
- 8.4 Kitchen equipment and facilities may be used. Use of utensils, napkins, and other disposable items belonging to the City is not allowed. The Applicant is expected to provide their own disposable items. All non-disposable items (dishes, glasses, serving trays, etc.) brought by the Applicant must be removed.
- 8.5 As meeting rooms are located in City facilities where the business of the City is operated, amplification through the use of microphones and speakers is not allowed during business hours in order to minimize the disruption to those working adjacent to or in close proximity to the meeting rooms.

9. DISCLAIMER:

- 9.1 Use of City facilities does not constitute City endorsement of the viewpoints, beliefs, ideas, or policies expressed by organizations or individuals using the space and may not be advertised or implied as having such approval or endorsement.

10. USE OF CITY NAME OR LOGO:

10.1 The use of the City of Sunset Valley name is strictly prohibited by any organization or person for any purpose in connection with the use of the meeting rooms for publicity or otherwise, except to identify the location of the event. Unapproved use of the City of Sunset Valley name or logo may be grounds for termination of the use agreement and may be subject to other legal actions.

11. NON-DISCRIMINATION:

11.1 The City will not discriminate against any person or persons because of their age, sex, race, religion, color, or natural origin, nor will the City permit individuals or Groups making the reservation to engage in such discrimination.

12. RELEASES OF LIABILITY:

12.1 The City assumes no responsibility for personal injury or injury to or loss of property brought or placed in the facility in connection with the use of the facility.

By submitting the Facility Use Application, the Applicant agrees in writing (i) to comply with the Facility Use Policy and (ii) to indemnify and hold harmless the City of Sunset Valley, its officers, agents, servants, and employees from and against any and all claims or suits for bodily injury, illness, death, personal injury, or property damage (including, without limitation, reasonable fees and expenses of attorney, expert witnesses and other consultants) arising out of Applicant's use of the facility, or arising out of any act or omission committed by the Applicant, its officers, employees, agents, guest, and invitees, in connection with the activities conducted under this Agreement. **THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT SHALL SPECIFICALLY INCLUDE ANY CLAIMS ARISING FROM THE NEGLIGENCE OF THE CITY, ITS AGENTS, OFFICIALS, AND EMPLOYEES.**

ATTACHMENT A
List of Available Facilities

Facility	Available Rooms	Occupancy Limit
City Hall	Conference Room	25
City Hall	Lobby & Kitchen	100
City Hall	Entire Building, including Council Chambers	250 (125 in Council Chambers)

Attachment B: Facility Use Request Form – Return to Applicable Department

Please Note: All reservations are taken on a first-come, first-served basis. Fees and/or Deposits for Off-Duty Officer Reservations and City staffing (if necessary) **are due prior to reservation confirmation.**

Facility Requested:

___ City Hall Conference Room ___ City Hall Lobby & Kitchen ___ City Hall – Entire Building

CONTACT INFORMATION

Person Responsible (“Applicant”): _____

Phone Number: _____ Cell Phone Number: _____

E-mail Address: _____ Address: _____

City: _____ State ___ Zip _____

Alternate Contact Name: _____ Phone No.: _____

EVENT INFORMATION

Requested Event Date: _____ Requested Event Time: _____

From: ___ AM/PM To: ___ AM/PM Type of event/meeting/activity:

Detailed information about the event, including planned activities or any equipment/special needs:

Number of adult participants expected to attend: _____

Number of minor (under 18) participants: _____

Organization Represented: _____ Non-Profit: Yes ___ No ___

Is this event a fundraiser? Yes ___ No ___

Please explain:

Does your organization maintain a mailing address within the city limits of Sunset Valley?

Yes _____ No _____

Does your event provide a community benefit? Yes _____ No _____ If yes, explain below:

Will your event cause any impact on City staff or City resources?

Is the Applicant willing to indemnify and hold harmless the City of Sunset Valley?

Will you serve beer and/or wine at your event?

Yes _____ No _____

Note: If serving beer or wine at your event, you must complete the Bar Service Agreement (Attachment E), and utilize a TABC licensed alcohol service vendor. The Agreement must be approved by the City Administrator.

Does your organization carry liability insurance? Amount \$ _____

Estimated space requirements for this event: _____

Estimated parking requirements:

Note: A cleaning fee will be assessed if the room is not cleaned or returned to its original state. The fee will be based on the cost to restore the facility to the original condition with a minimum fee of \$100.00.

Attachment C

Facility Use Policy Compliance & Indemnification and Hold Harmless Agreement

(Attach with Request Form and Return to Applicable Department)

The Applicant acknowledges that the City assumes no responsibility for personal injury or injury to or loss of property brought or placed in the facility in connection with the use of the facility. **Applicant agrees to indemnify and hold harmless, and by executing this application and agreement, does indemnify and hold harmless the City of Sunset Valley, its officers, agents, servants, and employees from and against any and all claims or suits for bodily injury, illness, death, personal injury, or property damage (including, without limitation, reasonable fees and expenses of attorney, expert witnesses, and other consultants) arising out of Applicant's use of the facility, or arising out of any act or omission committed by the Applicant, its officers, employees, agents, guests, and invitees, in connection with the activities conducted under this agreement. THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT SHALL SPECIFICALLY INCLUDE ANY CLAIMS ARISING FROM THE NEGLIGENCE OF THE CITY, ITS AGENTS, OFFICIALS, AND EMPLOYEES.**

Please thoroughly read through the Facilities Use Policy attached to this form. By signing below, you are stating that you understand the rules and regulations pertaining to Sunset Valley facilities and their proper use. Furthermore, you fully agree to abide by and uphold these rules throughout your reservation and leave the facility in the same condition in which you found it. Failure to abide by these rules may result in forfeiture of security deposit and denial of future use of City of Sunset Valley facilities.

Signature of Applicant: _____

Printed Name of Applicant: _____

Date: _____

Attachment D Fee Schedule

Facility Rental Fee Schedule

Facility	Room	Occupancy Limit	Fee
City Hall	Conference Room	25	No fee- Up to 4 hours \$15 for each additional hour
City Hall	Lobby & Kitchen	100	\$25 per hour + security deposit
City Hall	Lobby, Kitchen, Conference Room and Council Chambers	250 (125 in Council Chambers)	\$50 per hour+ security deposit
Security Deposit			**Security Deposit: \$100 for one-hour events, and an additional security deposit, at the rate of the rental, for each additional hour