

City of Seguin



Seguin-Guadalupe County Coliseum

Terms and Conditions

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1. Alcoholic Beverages

Alcoholic Beverages may be served within the Coliseum during certain appropriate functions such as dances, receptions and banquets. The City's contracted concessionaire must provide alcoholic beverages including keg beer and wine. Customers and participants are not allowed to bring their own alcohol into the Coliseum. If the customer is a not-for-profit 501(c)(3) organization, that customer may request liquor to include full bar service. If full bar service is desired arrangements must be made with the Concessionaire and a one-day permit will be provided at cost. The service or sale of alcohol to minors is prohibited by law. During events held concurrently at the Coliseum and Fairgrounds where only beer and wine are sold, customers may carry beer and wine back and forth from the Fairgrounds into the Coliseum. At least one off-duty Seguin Police officer must be present at any function where alcohol is served or sold. The exact number of officers will be determined by the Coliseum Manager in conjunction with the Seguin Police Department.

2. Animals

Animals are not permitted in the Coliseum without prior written approval from the Coliseum Manager, with the exception of assistance dogs and animals participating in contracted events such as small dog or cat shows.

When an approved display includes pens or enclosures containing live animals, the following minimal provisions must be made:

- A protective coating (such as plastic) must be used to protect floors, columns and any Coliseum equipment. The Coliseum Manager must approve the coating in advance.
- Absorbent material (such as saw dust or fire retardant wood shaving) must be placed within the pens and around columns.
- Animals must be supervised at all times.
- Clean up and proper disposal of absorbents and waste must be provided by the customer.

3. Anti-Discrimination

It is understood that the premises are owned and operated by the City of Seguin. Any discrimination by the customer, his/her agents or employees on account of race, color, sex, religion or national origin in the use of admission to the premises is prohibited.

4. Attorney's Fees

If the City of Seguin is required to file suit to collect any amount owed it under this lease for use of the premises, including rental fees as well as damages and labor costs, the City of Seguin will be entitled to collect attorney's fees from the customer.

5. Audio

Coliseum rental includes the use of wired microphones (4), podium (tabletop or freestanding), audiovisual cart (1), TV/VCR (1), portable screens (2), and easels (4) that are owned by the Coliseum. Any additional audio visual equipment (laptop computers, projectors, etc.) should be obtained through an outside audio visual contractor and is the responsibility of the customer

6. Automobiles

Automobiles may not be driven into the Coliseum at any time. Vehicle parking inside the Coliseum is prohibited.

7. Balloons

Helium balloons are allowed in the Coliseum for decorating purposes only and must be securely fastened. Free-floating balloons are not allowed.

8. Banners

Event-related banners may be displayed in various locations inside the Coliseum, during the event, but prior approval from the Coliseum Manager must be obtained at least 30 days before the event. The Customer may hang banner(s) by providing the proper equipment such as a ladder and under the supervision of the Coliseum staff. The material of the banner(s) must be flame retardant. Larger banner(s) will be considered on a case-by-case basis. The City of Seguin is not responsible for accidents related to the hanging or use of banners.

9. Birdseed/Confetti/Glitter/Rice

The use, display or throwing of birdseed, confetti, glitter or rice is prohibited inside any building and on the Coliseum grounds. The customer will be billed for the labor and materials required for clean up resulting from non-adherence to this policy. The Coliseum Manager and Facilities and Grounds Superintendent will determine the amount billed.

10. Candles

Candles used as decoration are permitted inside the Coliseum. Lighted candles must be enclosed in a non-flammable covering.

11. Capacity (Seating)

No event will sell or disperse tickets to a meeting, dinner, concert, exhibition or other event in excess of the seating capacity of 1,200 persons for lectures and 1,000 persons for banquets. Exceeding the set maximum capacity is a violation of the City of Seguin Fire Code.

12. Casino Functions

Casino functions require the written authorization of the Coliseum Manager.

13. Catering

With the exception of alcoholic beverages, which are governed by Section One of these Terms and Conditions, the Coliseum allows the customer the choice of catering companies. The Coliseum does not provide an exclusive caterer but does have a list of caterers if desired.

14. Concerts

Requests to have concerts will be reviewed on a case by case basis by the Coliseum Manager. At no time will explicit lyrics or vulgar language be allowed. Failure to adhere to the policy will result in the immediate suspension of the event.

15. Concession

All concession rights are reserved by the City of Seguin except for food catering and admission ticket sales. The city's contracted concessionaire must provide concession

services, including the provision of alcoholic beverages, which is governed by Section One of the Terms and Conditions. The contracted concessionaire is:

Robert Stange
RRL Concessions
3613 Prairie Park
New Braunfels, Texas 78130
(830) 609-3080

16. Contract

The Coliseum has no commitment to the customer whatsoever until a signed contract and deposit is returned to the Coliseum Manager by the customer. Without a signed contract, reservations of days or space are merely for the convenience of the customer. No commitment for dates or space on behalf of the Coliseum shall be final until the customer signs a contract and submits the required deposit. No oral agreement for the rental of the Coliseum is valid under any circumstance.

17. Contractors

It is the responsibility of the customer to inform any contractors (including decorators, planners and the like,) of these Terms and Conditions of the Seguin-Guadalupe County Coliseum.

18. Damages/Indemnity

The Customer agrees to return any and all used portions of the Coliseum (including the Kitchen) and Coliseum grounds in the order in which received. The Coliseum will not be responsible for any damage or injury that the customer or its agents, employees or property sustain from any cause prior to, during or subsequent to, the period covered by the contract; and the customer expressly releases the Coliseum and the City of Seguin from any and all claims for such loss, damage or injury. The customer will indemnify, save and hold harmless the Seguin-Guadalupe County Coliseum and the City of Seguin from all actions or proceedings to recover damages for injuries to persons or property arising from the customer's occupancy of the contracted premises or the customer's actions therein.

The customer agrees to pay for any damages to the leased premises resulting from the customer's use or occupancy thereof; or resulting from any acts or omissions, intentional, negligent or accidental, whether said acts or omissions are those of the customer, its agents or employees or persons participating in or attending the function contemplated by this contract.

Customer has the option to contact the Coliseum Manager to schedule a pre-event and post-event walk through of all contracted space in order to establish the condition of the contracted space prior to and after the event. At the customer's request, a checklist will be provided to the customer.

The City of Seguin shall not be liable to the customer for any damage, loss or expense of any kind sustained by the customer as a result of vandalism or malicious mischief.

19. Decorating/Set-up/Tear Down Times and Charges

The customer has the following options:

- a) The customer may use the day of the event for set up and tear down during regular contracted hours at no additional charge. Regular rental rates and times apply.
- b) If the Coliseum is not already in use, the customer may use the day before the event for set up and the day after the event for tear down but must pay regular rental rates for those days.
- c) If the Coliseum is not already in use, the customer may use the Coliseum the day before the event, during regular business hours for \$50.00 per hour.
- d) If the Coliseum is not already in use, the customer may use the day before the event beyond regular business hours for \$70.00 per hour with a minimum of 2 hours.

One month prior to the event, it is the responsibility of the customer to provide a list of decorations that are to be used. This list must be submitted to the Coliseum Manager for review. The Coliseum Manager reserves the right to accept or reject items as needed.

Event staff will be available for any general services assistance such as maintenance of restrooms, trash and cleaning of the floors.

20. Deposits

Upon reaching an agreement, the Coliseum will issue a contract for the customer’s signature. The customer must sign, return the contract and submit two different types of deposits, a Reservation Deposit and a Security Deposit. **The Security Deposit is only required for private events where the general public is not invited to attend.**

- a. Reservation Deposit
The Reservation Deposit is to secure the rental date of the Coliseum. The customer must submit fifty percent of the rental fee by the due date as specified on the contract. The due date of the rental fee is ten business days from the date that is stated on the customer signature page. The remaining balance of the Coliseum rental is due one month before rental date.
- b. Security Deposit
The Security Deposit will be refundable and returned to the customer by mail if there is no damage to the inside of the Coliseum, Coliseum property and Coliseum grounds. Damage includes excessive amounts of trash inside the Coliseum and on Coliseum grounds. The Security Deposit is due two months before the rental date.

<u>Number of Guests</u>	<u>Deposit Amount</u>
1-100	\$200
101-200	\$300
201+	\$400

Contracts are not considered legally binding until signed by all parties AND required deposits are timely received. Checks should be made payable to the City of Seguin. Customers may be charged additional amounts if damages exceed the deposit amount.

21. Draping

No decorative or structural items may be hung from overhead beams, columns, utility pipes or exterior walls without prior approval in writing from the Coliseum Manager. Only items weighing 5 pounds or less will be considered.

Drapes, decorations, buntings and other decorative materials must be fire retardant materials properly treated to meet the requirements of the National Fire Protection Association, (NFPA,) and approved by the City Fire Marshal. A Certificate of Flame Resistance for Flame Retardant Treated Materials must be on file with the Coliseum Manager at least 60 days before the event.

Only general services contractors/decorators who have the proper liability insurance will be allowed to drape items from the overhead beams and then only upon the approval of the Coliseum Manager.

22. Drayage (Package Delivery)

The Coliseum will not accept freight shipments for the customer or its exhibitors. Freight must be consigned prepaid or billed to the customer's general services contractor or delivered direct to the service contractor during the event. Shipments may not be made prior to the customer's contracted dates. Any attempts to deliver shipments will result in the shipment being turned away.

23. Electricity

The Coliseum does not provide any additional electrical outlets or fixtures for the customer inside the Coliseum without a written request. The Coliseum Manager, Facilities and Grounds Superintendent and Electrical Foreman will review these requests. These requests must be submitted 60 days before the event and will be charged on a case-by-case basis. The customer can use the standard outlets and or pull-down extension cords that are provided. If this is not sufficient, it is the responsibility of the customer to procure electrical services through a licensed electrical contractor upon the Coliseum Manager's approval.

If additional outlets are needed outdoors, the City of Seguin will charge the customer the following fees for the use of utility crews to connect the additional outlets and to provide electricity for these outlets:

- a) 1 day - \$50
- b) 2 days - \$75
- c) 3 days - \$87.50

A written request to install additional outlets must be received by the Coliseum Manager at least 60 days prior to the scheduled event.

24. Equipment

For no purpose will any Coliseum equipment be used outdoors. This includes tables and chairs.

25. Event Cancellation

Should the customer choose to cancel an event, the notification must be submitted in writing to the Coliseum Manager. Cancellation fees are determined by the number of days remaining before the scheduled rental date that the cancellation notice is received. Contract cancellation will result in the following charges:

<u>Days Prior to the Event:</u>	181 days or more	10% of total rental fee
	91-180 days	25% of total rental fee
	0-90 days	100% of total rental fee

26. Event Staff

For the purpose of distinguishing between security personnel, the Coliseum has chosen the term “Event Staff” to describe personnel who may provide non-security related services. These services are primarily janitorial. (See General Services)
 These services do not include assisting the customer or the caterer with food, drinks, or music. General cleanup will be provided during the event. Excessive amounts of trash may result in additional charges.

27. Exhibit Booth Furnishings

The Coliseum does not provide equipment or furniture (pipe & drape, carpet, tablecloths or wastebaskets) for exhibitors’ booth displays. The customer must make arrangements with a general services contractor/decorator for these items. The Coliseum Manager can provide a list of decorators.

28. Exhibit Booth Cleaning

The Coliseum does not provide exhibit booth cleaning services. The customer must make arrangements with a general services contractor/decorator for these items.

29. Fire Marshal

The City of Seguin Fire Marshal reserves the right to shut down an event summarily for safety purposes if the customer violates the 2003 Life Safety Code. If the customer has any concerns about the event layout, the customer must contact the Coliseum Manager prior to the event. The Coliseum Manager, at his/her discretion, may contact the City of Seguin Fire Marshal if he/she feels the customer is in violation of the 2003 Life Safety Code.

30. Floors

Drip pans and scrap buckets should be provided by the customer for any type of operating machinery or materials being displayed, demonstrated or sampled to prevent lubricants, paint, liquids, etc., from staining or damaging the floor, or causing a slip hazard. Customer will be billed for any damages incurred. Prior to the rental of the Coliseum, the customer shall provide a list of all equipment to be used before, during and after the event for the approval of the Coliseum Manager.

31. Floor Plans

Customer will deliver by mail or person plans indicating seating arrangements at least 30 days before the scheduled rental date. Plans submitted less than 30 days before the scheduled rental date will be assessed the following fees:

2-13 days	\$75
1 day or less	\$100

Floor plans must provide adequate aisle space and must not prevent access to fire exits, fire hose cabinets, fire alarm pull stations or concession stand. Displays should not reduce the passageway to the main entrance. Drapes or displays must not obstruct the

exit signs. Customer is strongly encouraged to meet with the Coliseum Manager to discuss the desired floor plan. Only one seating arrangement is allowed per day. Multiple seating arrangements on the same day are not allowed. If an event is scheduled for consecutive days and requires multiple seating arrangements, the customer must submit the seating arrangements to the Coliseum Manager at least 30 days prior to the event for consideration. The customer will be notified in a timely manner of the decision.

32. Food Shows

Customer is responsible for arranging to provide exhibitors with food waste containers. A grease bucket must be provided for all grease disposal and exhibitor cleaning.

33. General Services

The Coliseum provides at no additional cost to the customer public announcement system, general room lighting, air conditioning or heating during event hours, once-daily cleaning of corridors and foyer, maintenance of restrooms and facility trash cans (catering and decorator waste baskets are not included), with all the necessary equipment, materials, supplies, and labor. The event staff will clean the building after the event is over. All items remaining will be discarded. If excessive amounts of trash are remaining inside the Coliseum or on Coliseum grounds, the customer may incur additional charges.

The customer is responsible for any extra labor, such as lighting or sound technicians.

The Coliseum does not provide items such as office supplies, extension cords, dishes, utensils, tablecloths, condiments, tape, coffee, etc.

Not included in the basic rental are charges for special labor required to assist the customer with event set-up needs or operation of such items as special staging, supplemental lighting and sound and audio/visual equipment. The customer must provide the Coliseum Manager with specific details of all set-up requirements well in advance so that the set-up may be accomplished as efficiently as possible.

34. Give-Aways

Exhibitors may offer “free” giveaways at any time excluding alcohol. Food and drink items must be sample-sized.

35. Handicapped Access

The customer shall have the responsibility of complying with the Americans with Disabilities Act (ADA) of 1990 and shall ensure that all activities do comply with said Act during the term of the contract.

The Coliseum is fully accessible to individuals with disabilities. The customer shall notify the Coliseum 7 days prior to the event if special services are required.

36. Insurance

When the Coliseum is contracted for a public event, with attendance expected over 300 or where alcohol will be served at a public event of any size, a certificate of insurance is required at least 60 days before the event. The customer agrees to provide a policy of public liability and property damage insurance issued by a reputable insurance company, naming the City of Seguin as the co-insured with personal injury liability limits of no less than \$1,000,000 for any one injury, \$300,000 for any one accident and property damage liability of not less than \$25,000.

37. Keys

The Coliseum prohibits the customer from requesting and/or obtaining keys to the Coliseum for any reason. Event staff is required to open and close the Coliseum and to be onsite at all times when the customer is in the facility.

38. Kitchen

Use of the Kitchen is included in the rental fee. Customer is responsible for providing all serving items such as utensils, plates, glasses, silverware as needed during the course of the event. Customer is responsible for cleaning the Kitchen after the event is over. This includes, but is not limited to; cleaning grease spills on countertops and floors, excessive food spills and removing all items from the food warmer and refrigerator.

39. Licenses/Permits/Taxes

The customer is responsible for acquiring and paying the costs of any and all licenses, permits and taxes required by authorities having jurisdiction over the Coliseum that are particular to that event.

40. Lighting

Other than general lighting as covered in General Services, the Coliseum does not provide most special lighting requirements. The customer, after approval from the Coliseum Manager, should contact an outside lighting contractor with related costs to be paid by the customer. Operation of all lighting equipment must be by qualified personnel.

41. Literature/Handouts/Leaflets

Distribution of any printed materials must have prior approval by the Coliseum Manager. A fee to clean up litter created by such distribution may be imposed. Any brochures, papers, or manuals left beyond the move-out date will be discarded. .

42. Loading Docks

The Coliseum loading docks are primarily for the use of exhibitors, decorators and show contractors, during move-in and move-out. All vehicles left on docks without authorization will be towed.

43. Marquee

Only scheduled events are displayed on the marquee. Move-in dates are not included as display dates. The number and duration of such announcements will be subject to the availability of time and space based on the Coliseum's overall schedule of events as determined by the Coliseum Manager.

44. Nails (See Staples/Stickers/Nails/Tacks/Tape)

45. Natural Gas

Natural gas is not available.

46. Novelties

The customer may elect to sell event-related souvenirs, programs, novelties or merchandise during an event. All such sales shall have prior approval of the Coliseum Manager.

47. Operable Partitions

No decorative items may be hung or attached to the partitions. It is prohibited to use Velcro, adhesive (all forms of tape) or any other material to attach items to the operable partitions. The customer will be subject to a loss of his or her security deposit and may incur additional repair charges if damage to the operable partitions occurs.

48. Painting

All painting is prohibited in any portion of the Coliseum.

49. Parking

The Coliseum provides approximately 300 free parking spaces. Handicap parking is also available and is located on the south side of the Coliseum. The Coliseum shares parking with other facilities and therefore, the City cannot guarantee an exact number of parking spaces available. If an event is held on the Coliseum parking lot, tents may be used but may not be staked. Customer may not charge for parking but may collect a valet charge if customer offers valet services.

50. Piñatas

Piñatas are allowed only as decorations. The customer is not allowed to break a piñata inside the Coliseum or on Coliseum grounds.

51. Plants

Plants for an event are not provided by the Coliseum. The Coliseum does have its own plants that are located in the lobby and should remain in the lobby unless otherwise specified by the Coliseum Manager. The customer may make arrangements for additional plants at his or her own expense through an outside decorator or other contractor.

52. Posters/Signage

Posters are to be mounted on easels or individual holders. All signage must meet the approval of the Coliseum Manager. This policy is also applicable to the posting of signs in exhibit booths. No signage may be affixed to walls or doors. At move-out, the customer and/or decorator must remove all posted signage.

53. Rental Rates

The City of Seguin in accordance with the State of Texas has established Ordinance No. 1063 entitled “Ordinance Establishing a Fee Schedule To Be Charged by the City of Seguin for the Rental of the Seguin-Guadalupe County Coliseum.”

The rental rates for the entire Coliseum are as follows:

Sunday	\$500
Monday, Tuesday, Wednesday	\$300
Thursday	\$400
Friday	\$800
Saturday	\$900

Rental of Coliseum in its entirety by a local civic organization on a Wednesday shall be \$150.00.

The Coliseum is divided into 5 meeting rooms. The rate for each meeting room shall be as follows:

Weekdays 8:00 AM to 5:00 PM Monday through Thursday	\$50 per room
Evening rates 5:00 PM to 10:00 PM Monday through Thursday	\$75 per room
Weekend rates Friday through Saturday 7:00 AM to 1:00 AM	\$400 for four (4) contiguous meeting rooms
Civic Luncheon 12 noon to 1:00 PM	\$50 per date

Event Staff has the right to enter all rented rooms at any time during the contracted period.

When any booked portion of the Coliseum is rendered useless, customer is still required to pay rental on that unused portion.

54. Rental Times

Coliseum rental times will be as follows:

- Monday through Friday, 7:00 AM to 12:00 midnight
- Saturday, 7:00 AM to 1:00 AM
- Sunday, 7:00 AM to 12:00 midnight

Requests for alternate times must be made in advance with the Coliseum Manager. The customer must have all decorations and other items out of the Coliseum by closing time. If the customer goes over the rental time, the customer will be charged \$70.00 per hour, which will be deducted from the security deposit.

55. Smoking

City Ordinance #1057 prohibits smoking inside the Coliseum facility.

56. Sparklers

Sparklers are not permitted inside the Coliseum or on Coliseum grounds.

57. Security

Customer agrees to have on hand at all times sufficient police security to maintain law and order and protect all persons and property. Such personnel will be Seguin Police Officers arranged for by the Coliseum Manager. If the Seguin Police Officers are not available, the Coliseum Manager will schedule Officers from the Guadalupe County Sheriff's Department. All officers are paid for by the customer at the department's prevailing rate for off duty officers and for which there is a two (2) hour minimum. Exception is given to New Year's Eve when security will be paid double time.

Payments may be made by cash or money order and is due upon the officer(s) arrival. Upon the officer's arrival, the Customer who signed the contract must meet with the officer(s) for a briefing. The officer(s) will explain the rules and procedures. Failure to make payment will result in immediate function suspension with no refund to customer.

The following are the requirements for security:

Security officers are required at the start of sale of alcoholic beverages.

If the event continues to midnight, the customer is responsible for hiring the officer(s) until 1:00 AM.

If the customer does not want to pay the officer(s) until 1:00 AM, the event must end no later than 11:30 PM.

RENTALS WITH ALCOHOL:

<u>Number of Guests</u>	<u>Number of Officers</u>
1-200	2
201-400	3
401+	4

RENTALS WITHOUT ALCOHOL:

<u>Number of Guests</u>	<u>Number of Officers</u>
100 or less	0
101-200	1
201-400	2
401+	3

58. Simultaneous Events

The Coliseum Manager may schedule simultaneous or overlapping events in separate unbooked portions of the Coliseum. If so decided, the Manager will first contact the party who first made a reservation, who will then have the option to contract the entire facility in order to prevent simultaneous events from taking place.

59. Stage

The Coliseum provides the use of the stage to the customer as part of the entire facility rental fee. The stage consists of 27 individual sections (plus 2 for a runway) that are dimensions of 8' x 6' each. This gives the stage a great deal of flexibility in accommodating the customer. The stage is fully assembled at all times unless otherwise requested by the customer. These arrangements must be made 30 days in advance with the Coliseum Manager.

60. Staples/Stickers/Nails/Tacks/Tape

The driving of nails, tacks, staples or screws into floors, walls, columns, partitions ceilings, tables, chairs, or stage is prohibited. The use of stickers, tape, fabric glue, or other adhesives is also prohibited. A fee will be imposed on the customer to remove any such materials from Coliseum property.

61. Sublease

At no time will the customer sublease or assign his/her reservation to another individual, group or organization.

62. Tables

All tables to be used during the contracted event including those owned by the Coliseum or the customer and its contractors, are required to be covered with either plastic or linen tablecloths for health and sanitary purposes. Tables may not be used outdoors.

63. Tape

Only clear tape or decorator tape may be used on floor surfaces. Clear tape is required when extension cords are in use or any type of cords, such as microphone cords, that pose trip-hazards. It is the responsibility of the customer to make sure that the proper tape is used. Any concerns should be brought to the attention of the Coliseum Manager. It is also ultimately the responsibility of the customer to ensure that all tape is removed from the floor surfaces during move-out of the event. Should tape be left over from an event, the customer will be billed for the labor required to remove the tape.

64. Texas Disaster Shelter

In the event of a natural or man-made disaster, the Seguin-Guadalupe County Coliseum may be used as an evacuation shelter or emergency center. The City of Seguin along with the Seguin Emergency Management Services have the right to the use of the facility if necessary. In such event, as the customer's sole and exclusive remedy for cancellation of the event, the rental contract will be voided and the rental fee will be returned to the customer. The Coliseum Manager will notify the customer as quickly as possible if the Coliseum becomes unavailable for their scheduled event.

65. Trash Removal

A disposal fee will be charged to the customer if there is a requirement for open-top container dumping during the event. This includes move-in and move-out dates and excessive debris such as cardboard boxes, etc. Trash pick-up during the event will be performed as necessary from the Coliseum containers only. Any trash clean up that requires extra labor will incur an additional charge at the determination of the Coliseum Manager.

66. Youth Parties

Youth parties include quinceañeras, sweet sixteens, birthday parties and graduations for persons under the age of 18.

The following items are required when a youth party is held at the Coliseum:

- a) Wristbands are required to be worn by each guest age 18 and younger during the event. Wristbands are provided by the City of Seguin and are available from the Coliseum Manager prior to the event at no extra charge. Anyone who is age 18 and younger that does not have a wristband will not be permitted into the Coliseum. A City of Seguin police officer(s) or Guadalupe County Sheriff(s) will be present if assistance is needed.
- b) If a guest leaves the party, they will not be allowed to re-enter the building.
- c) The customer is responsible for the distribution of the wristbands.