



City of New Braunfels Texas Civic/ Convention Center

# **POLICIES AND PROCEDURES MANUAL**

**Purpose of Policies and Procedures:**

To provide a consistent guideline for the City of New Braunfels Civic/Convention Center Clients and guests.

**Forms:**

Exhibit A:	Food / Beverage Agreement	Page 13
Exhibit B:	Audio Visual & Equipment	Page 15
Exhibit C:	New Braunfels Police Department Rates	Page 18
Exhibit D:	Rental Agreement	Page 20

**Fee Schedule: Standard Rate**

Standard Rates	Monday - Thursday	Friday & Sunday	Saturday
Courtyard	\$206	\$240	\$275
Garden Room 102-105	\$206	\$240	\$275
Garden Room 102-105	\$250	\$280	\$310
Garden Room 102-105	\$875	\$960	\$1,100
Ballroom	\$1,375	\$1,857	\$2,610
Exhibit Hall	\$1,650	\$2,200	\$3,025
Entire Facility	\$2,750	\$3,437	\$4,810

**Fee Schedule: Non-Profit Rate**

Non-Profit Rates	Monday - Thursday	Friday & Sunday	Saturday
Courtyard	\$165	\$214.50	\$247.50
Garden Room 102-105	\$165	\$214.50	\$214.50
Garden Room 102-105	\$200	\$250	\$280
Garden Room 102-105	\$660	\$863.50	\$990
Ballroom	\$1,100	\$1,670	\$2,350
Exhibit Hall	\$1,320	\$1,980	\$2,722.50
Entire Facility	\$2,200	\$3,093	\$4,330

## Food/Beverage Fees

Food/Beverage Fees	
Garden Rooms (all five)	\$300
Garden Rooms (one)	\$25
Ballroom	\$300
Exhibit Hall	\$450
Entire Facility	\$600

## Reservation Deposits

Reservation Deposits	
Garden Rooms (all five)	\$250
Garden Rooms (one)	\$50
Ballroom	\$500
Exhibit Hall	\$500
Entire Facility	\$1,000

## **General Use Policies:**

### **Access Times:**

- Defined as the groups scheduled access to the New Braunfels Civic/Convention Center. General access times may live within 7:00am -1:00am. Early access may be granted as early as 6:00am at managements discretion and will include a \$100 fee.
- Access from 12:00am-1:00am is only for vendors and client representatives to allow for event tear down, removal of decorations, and overall move out.

### **Alcohol Policies:**

- Any alcohol must be served by a Texas Alcoholic Beverage Commission (TABC) certified bartender and may only be dispensed in compliance with TABC rules and regulations.
- All TABC Certifications must be submitted to the Center ten (10) days prior to the event. In the event of the TABC Certifications not being provided the Center reserves the right to refuse alcohol service for the reservation.
- “Last Call” must be given thirty (30) minutes prior to the event end.
- No alcohol may be brought to the Facility, whether on premises or inside, or taken out of the Facility by any guest or invitees of the Client. If alcohol is brought onto the premises by a guest, the Center reserves the right to discontinue all alcoholic beverage services or to close the event.
- Kegs are allowed at the Civic/Convention Center. Kegs must be placed in a designated container to prevent leaks.

### **Alcohol Security Policies:**

- Security is required for all events with alcohol service
- The minimum number of security personnel required will be determined by the New Braunfels Police Department and the New Braunfels Civic/Convention Center based on the type of event and number of attendees.
- Security must be present from the time alcohol service begins until thirty (30) minutes after the event ending time.

### **Animal Policy:**

- Live animals are prohibited from entering the New Braunfels Civic/Convention Center unless Center Management has consented in writing
- Client must sign an Animal Addendum for each event animals will be present
- Client must obtain all necessary permits from the City of New Braunfels for animals to enter
- Service animals and animals protected under the ADA are always welcome at the New Braunfels Civic/Convention Center

### **Cancellation Policy:**

- Cancellations and reductions in reservation must be made in writing and acknowledged by the Center
- Cancellations made fewer than six (6) months before the reservation date:
  - Client is responsible for the entire rental fee due at the time of cancellation or reduction
  - The deposit will be forfeited
- Cancellations made more than six (6) months before the reservation date:
  - Client will be refunded initial payment made
  - Client will be refunded deposit

**Cleaning/Damaging Policies:**

- Damages are assessed the day of the event by New Braunfels Civic/Convention Center Staff. Staff will take photo evidence of all damages and submit the photos to management
- Damage: Building damage will consist of charges for any labor, materials+ 20%
- Cleaning: Client is responsible for removing decor and other items. Caterer and client are responsible for removal and disposal of food/beverage, including busing during the event
  - Cleaning Fee: \$50 per staff per hour if above listed is not completed
- Refer to the Food/ Beverage Agreement for additional policies/ procedures

**Data Protection:**

- A protection clause may be granted by Center Management to a recurring client or trade show with a proven record of success in the region and that have produced significant local economic benefit
- When granted, competing shows will not take place at the New Braunfels Civic/Convention Center for a period of twenty- one (21) days before and twenty-one (21) days after like events
- A competing show is defined as an event which has twenty-five (25) percent or more of the show's net square footage of exhibit space showing or selling product lines or businesses the same or substantially similar to those in the Client's show

Note: a show that is open to the public shall not be deemed a competing show with a show that is open only to trade

**Decorations:**

- Floorplans, list of catering, entertainment, decorator, or other vendors is due to the center thirty (30) days prior to the event.
- Prohibited Decor: both inside/ outside the Civic/Convention Center includes:
  - Glitter, confetti, and other small like items
  - Small hard plastic "gem" stones
  - Rice, birdseed, sparklers, and floral petals
  - No open flame, taper candles, pyrotechnics, smoke/fog, or flammable materials
  - Any flame approved by management must be contained in a fireproof container where the flame is lower than the surrounding class.
  - No duct tape of any kind
- Helium Balloons:
  - Are to not be distributed or sold inside the Facility
  - Helium Balloons may be used for decoration when permanently attached to a display, chair, table, etc.
  - If helium balloons are released into the facility for any reason, a fee will be charged to the client. Amount will be dependent the time, staff, etc. taken to clean up all balloons.
- Tape, tacks, staples, Velcro, or similar material is prohibited from being placed on walls, chairs, tables, doors, or any part of the premises.
- All beam structures or other painted surfaces must be covered with protective material before wire, rope, or the like is attached or touching to prevent damaging the surface.
- oltems are not allowed to be attached to electrical lighting, conduits, air ducts, utility pipes, or sprinkler systems

**Deliveries:**

- The Civic/Convention Center does not accept deliveries on behalf of clients or clients' vendors
- In the event deliveries are made a storage fee will be assessed in the amount of \$100 per hour from the time the delivery is made until the access time of the event, or the delivery is picked up

**Event Times:**

- Events may occur between the hours of 7:00am -12:00am
- Events that go past the designated time will be subject to a late fee

**Firearms:**

- The display or sale of firearms requires advanced Civic/Convention Center Management approval
- Firearms may not be loaded or fired anywhere in the Civic/Convention Center, including exterior and parking areas
- All firearms at the Facility, including exterior and parking areas, 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 firearm's "action" mechanism in an "open" state or otherwise).
- Firearm powder and primer are prohibited at the Facility. Sample live ammunition may be displayed in exhibits that are kept separate from the firearm exhibit or by exhibitors who do not display firearms.
- Firearms and ammunition must be inspected by an authorized safety inspector approved by the Center during move-in, show and move-out. Violations must be corrected before an exhibit is allowed to open. Client is assessed any fees associated with such inspection.

**Floor Plan:**

- Finalized floor plans are due to the Civic/Convention Center no more than thirty (30) days prior to the event
- Finalized floor plans not received by the Civic/Convention Center within fifteen (15) days prior to the event will be assigned a standard floorplan.
- Any floor plan changes made within ten (10) days of the event are subject to additional fees.
- Any floor plan changes made within ten (10) days of the event absolve the Civic/Convention Center of the responsibility to have adequate personnel or equipment scheduled for set-up or day of the event.
- Client requested alterations on the day of the event are subject to additional fees.

**Deliveries:**

- Food/Beverage fee is due no later than thirty (30) days prior to the Reservation date.
- Food/Beverage fee is per space:
  - Ballroom: \$300
  - Exhibit Hall: \$450
  - Entire Facility: \$600
  - Garden Rooms (all five): \$300
  - Garden Room (per room): \$25
- Food/Beverage fee is waived if the overall room fee is over \$5,000 per event

**Food Sampling & Concessions:**

- Private Events:
  - Current Health Department policy states there are no food policies for private events serving food to its guests
- Public Events: an event in which guests are not targeted or a general audience is invited
  - Caterer must be a licensed establishment with the City of New Braunfels
  - Caterer must have a current food handler's permit
  - Events must obtain a Temporary Food Service Establishment or Special Event Permit from the City of New Braunfels Environmental Health Department.
  - Caterer/ Client must comply with all local rules and regulations

**Fog/Sparklers/Smoke Machines:**

- Open flame, pyrotechnics, smoke, or fog, flammable materials are prohibited by the Civic/Convention Center
- Flame is prohibited in all cases unless the flame is contained in a fireproof container and has been approved by Civic/Convention Center Management

**General Use of Premises:**

- Displays, activities and guests are limited to the space listed in the Rental Agreement
- Registration or ticket sales may take place in the lobby and or concourse areas, except as prohibited by the City Fire Marshal.
- Any other use of common areas including the sale or service of food or beverage is prohibited without rental of the Entire Facility or without prior Civic/Convention Center Management approval
- The Client must return the facility back in the condition in which it was received.
- All items must be removed by the reservation end time as expressed in the Rental Agreement. This includes but is not limited to; DJ and or Band equipment, center pieces, decorations, cakes, gifts, signs, rigging, etc.
- Failure to vacate the Civic/Convention Center by the ending access time will result in additional fees and or forfeiture of the Reservation Deposit.
- Additional fees may be expensed to the Client related to removal or property, debris, or excess trash.
- Food, beverage and alcohol may not be served from the loading dock

**Holiday Hours/Holiday Fees:**

- City of New Braunfels Designated Holidays:
  - New Years Day
  - Martin Luther King, Jr. Day
  - New Braunfels Founder's Day
  - Memorial Day
  - Juneteenth
  - Independence Day
  - Labor Day
  - Comal County Fair Day
  - Veterans Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Eve
  - Christmas Day
- City of New Braunfels Holidays Fee's:
  - \$30 per access hour will be charged for any event occurring on a City or National Holiday



**Insurance:**

- All Clients are required to provide public liability and property damage insurance
- The Civic/Convention Center must receive proof of insurance at least twenty (20) days prior to the event date.
- Public liability and property damage insurance issued by a reputable casualty insurance company acceptable to Center, naming the City of New Braunfels insured under the policy in the following minimum amounts: personal injury liability of not less than \$500,000 for any one injury; \$1,000,000 for anyone (1) occurrence; and property damage liability of not less than \$100,000, unless otherwise stipulated in writing by the Center. When such a policy is issued naming the City of New Braunfels as coinsured, it is required that such insurance policy state that such insurance is primary insurance and the City's existing general liability coverage is excess coverage. The certificate must provide coverage for all risks including workers compensation as required by law. The Certificate Holder to read: City of New Braunfels- Civic/Convention Center, P.O. Box 311747, New Braunfels, TX 78131-1747. b) Contractor must provide a Certificate of Insurance from a company with an A.M. Best rating of no less than a B+ and in good standing with the State Board of Insurance. c) Vendors must comply with these Terms and Conditions.

**Internet:**

- Public wi-fi is provided throughout the building free of charge
- Password protected wi-fi is available upon request.

**Deliveries:**

- Kitchen use is included in the room rental of the Ballroom, Exhibit Hall, Garden Room 101, or All Garden Rooms (5).
- Shared equipment by all clients:
  - 110-pound Ice Machine                      Emergency Eye Wash Station
- Ballroom: Included in rental
  - 1 Heated Holding Cabinet                      1 Large Rolling Rack                      3 Small Rolling Racks
  - 2 Convection Ovens                      1 Commercial Microwave                      2 Garbage Disposals
  - 1 Hand Washing Sink                      2 Cambra Food Carts                      2 Preparation Tables
  - ½ Walk-in Cooler                      ½ Reach-in Freezer
  - 1 Six Burner Range with 2 Conventional Ovens
- Exhibit Hall: included in rental
  - 1 Heated Holding Cabinet                      1 Large Rolling Rack                      3 Small Rolling Racks
  - 2 Convection Ovens                      1 Commercial Microwave                      2 Garbage Disposals
  - 1 Hand Washing Sink                      2 Cambra Food Carts                      2 Preparation Tables
  - ½ Walk-in Cooler                      ½ Reach-in Freezer
  - 1 Six Burner Range with 2 Conventional Ovens
- Garden Room 101:
  - Single Pot Coffee Maker                      Commercial Microwave                      Reach in Cooler
  - Preparation Surface                      Motorized Window

**Key Distribution:**

- Dressing rooms: when Dressing Rooms are rented by a Client the Client will check out the keys to the Dressing Room rented at the beginning of their access time from Civic/Convention Center Staff.
- The key will be the Clients responsibility for the duration of the event, and it will be the Client's responsibility to return the key to Civic/Convention Center staff at the end of their event/access time.
- Failure to return the key will result in additional fee's being assessed to the Client.

**Loading Dock:**

- The Loading Dock is an unsecure area and storage is not allowed.
- The loading dock is primarily designated for use of deliveries, loading/unloading, and storage of Civic/Convention Center Equipment, including trash cans.
- Loading/unloading will take place on a first come first serve basis through the Loading Dock during times expressed in the Rental Agreement
- The Civic/Convention Center has an “open dock” policy to allow exhibitors and vendors easy access for loading and unloading.
- No parking is allowed in the loading area. No vehicles are allowed inside the loading dock without Center approval and appropriate security measures being in place as determined by the Civic/Convention Center.
- Loading Dock may not be used for food prep, plating, or service.
- Loading Dock may not be used for event over-flow.
- Loading Dock may not be used to serve food, beverages, or alcohol

**Lost and Found:**

- If an item has been lost at the Civic/Convention Center during a reservation, it is the responsibility of the Client to notify the Civic/Convention Center of the lost item(s).
- Any property not removed and that has not been claimed is considered abandoned by the Client, its vendors, or exhibitors.
- Items left are subject to collection, disposal, donation, or used for any purpose by Center without liability.

**Marquee:**

- The Marquees used for information purposes only
- The Marquee is programmable as time permits for events that are open to the public events or upon Client request
- Event information will be displayed on the marquee on the day of the event only

**Minors/ Events honoring minors:**

- Minors shall be supervised at all times
- Minors are not allowed in spaces not expressly reserved in the Rental Agreement
- Minors may not be in the exterior areas of the Facility other than for the purpose of entering or leaving the Civic/Convention Center.
- For events where minors are honored or a majority of guests are under the age of 18, only those persons with an invitation or ticket will be allowed into the building
- Client shall provide a person or persons to collect invitations or tickets at the event entrance.
- Guests without an invitation or ticket will not be allowed to enter the Civic/Convention Center and will be required to vacate the building and grounds.

**Music/ Noise Levels:**

- Music and noise levels must be maintained so as to not disrupt other events, the outside public or violate City noise ordinance.

**Overnight Facility Access:**

- Only Licensed Texas Peace Officers/ Civic/Convention Center Staff are allowed in the Civic/Convention Center overnight.
- Access hours to the facility must be between 7:00am -1:00am.

**Overnight Parking:**

- Parking areas are free and available on a first come first serve basis unless otherwise approved by Civic/Convention Center Management.
- Overnight parking of vehicles is prohibited without prior Civic/Convention Center Management

**Photos:**

- Civic/Convention Center reserves the right to take photographs before or during Client's event(s).
- Photos may include Client and Client's guests

**Prohibited Events:**

- Violent or dangerous sporting events are prohibited when the safety of the public or the facility are a concern.
- No gambling, lottery or bingo will be allowed in the Center. Notwithstanding the foregoing, Clients with 501 (c)(3) status with the Internal Revenue Service may have a casino Night for charitable purposes only. Raffles may be held only in accordance with Occupations Code §2002 (Texas Charitable Raffle Enabling Act).

**Smoking:**

- Smoking, including vaping, is prohibited at Facility and within twenty feet of Facility doors and ventilation system.

**Table Coverings:**

- Tables are required to be covered for food and or beverage service
- Plastic or linen coverings are allowed

**Tents or Covered Displays:**

- Covered displays or tents must not exceed 4 feet in any direction
- Display covers must be flame resistant and must have an appropriate label affixed
- Booths with an open grate style ceiling do not have to meet this requirement

**Times of Events:**

- Defined as the groups designated time for guests, the public, etc. will be utilizing the center.
- Event access can be between 7:00am - 12:00am

**Vehicles:**

- Vehicles that are displayed are to have the lesser of no more than five gallons of fuel or no more than ¼ the capacity of the fuel tank filled
- Fuel tanks must be locked, and all portable tanks removed. Locking the vehicle will be sufficient for vehicles in which the gas cap cover can only be unlatched from inside the vehicle
- Vehicle battery cables are to be disconnected. Batteries used to power auxiliary equipment shall be permitted to be kept in service providing an appropriate disconnect is furnished
- Vehicle ignition keys must be removed after placement of vehicle
- Vehicles, boats, and similar exhibited products having over 100 square feet of roofed area are to have a smoke detector

**Vendors:**

- Client may use any vendor they choose, however any equipment or services (entertainers, amplifiers, decorations, and rented equipment) provided must have prior approval by Civic/Convention Center Management
- A list of catering, entertainment, decorator, or other vendors is due thirty (30) days prior to the event
- Client is responsible for hiring an appropriate number of qualified personnel
- Vendors are responsible for providing the Civic/Convention Center with proper proof of insurance naming the City of New Braunfels as additionally insured. Insurance requirements are:

Public liability and property damage insurance issued by a reputable casualty insurance company acceptable to Center, naming the City of New Braunfels insured under the policy in the following minimum amounts: personal injury liability of not less than \$500,000 for any one injury; \$1,000,000 for anyone (1) occurrence; and property damage liability of not less than \$100,000, unless otherwise stipulated in writing by the Center. When such a policy is issued naming the City of New Braunfels as coinsured, it is required that such insurance policy state that such insurance is primary insurance and the City's existing general liability coverage is excess coverage. The certificate must provide coverage for all risks including workers compensation as required by law. The Certificate Holder to read: City of New Braunfels- Civic/Convention Center, P.O. Box 311747, New Braunfels, TX 78131-1747. b) Contractor must provide a Certificate of Insurance from a company with an A.M. Best rating of no less than a B+ and in good standing with the State Board of Insurance. c) Vendors must comply with these Terms and Conditions.
- The Civic/Convention Center reserves the right to reject vendors where quality of service and reputation are concerned, i.e. if the vendor has violated policies in the past, if they have not delivered promised services, if they have been negligent to their client or the Civic/Convention Center.
- Vendors will comply with all laws of the United States, State of Texas, ordinances of the City of New Braunfels Police and Fire Departments, or other municipal authorities.

**Video Walls:**

- Clients are allowed up to four (4) slides in the events calendar section
- Clients must submit slides no less than fourteen (14) days prior to the event
- TIF, JPEG, or GIF landscape view slides no larger than 3MB with resolution not to exceed 1024x768.
- Slides must be delivered on a flash drive or sent via email.
- Additional fees may be assessed for display more than two (2) days prior to an event.

**Wheelchair Lift:**

- Wheelchair lift located in the Exhibit Hall is restricted to individuals requiring assistance and may not be used for freight.



New Braunfels Civic/Convention Center  
375 South Castell Avenue  
New Braunfels, TX 78130  
Phone: 830-221-4011

## Food & Beverage Agreement

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**Group Client:** \_\_\_\_\_

This Contract is entered into by and between the New Braunfels Civic/Convention Center on behalf of the City of New Braunfels (Center) and Group (Client), collectively "Parties", under the conditions described herein.

Client agrees to perform everything required and to provide any and all labor, materials, tools, supplies, and expendable equipment necessary to provide food and beverage services in a safe, healthy, sanitary, and efficient manner, in accordance with the Rental Agreement and this Agreement.

### IT IS AGREED AS FOLLOWS

#### **I. Use of Premises:**

1. Loading and unloading must occur through the loading dock during the times expressed in the signed Rental Agreement.
2. The Facility loading dock may be used solely for loading or unloading purposes. As this is an unsecure area, no storage is allowed on or near the loading dock without Center Management approval.
3. All equipment must be transported through service corridors when available.
4. Vehicles must be moved from designated loading areas immediately after unloading or loading.
5. The loading dock shall not be used for food service, preparation, or any other purpose without prior Center Management approval.
6. Client agrees to return the kitchen and serving areas to the same condition to which they were found.
7. All items must be removed from the Facility by the end of Client's reservation period.
8. Any property remaining at Facility after reservation will be considered abandoned and disposed of as Center sees fit. In the discretion of Center Management, a charge of \$250 per hour that items are left in Facility beyond reservation may be charged to Client or deducted from Client's deposit.
9. Items not removed and that have not been claimed are subject to collection, disposal, donation, or for any purpose by Center without liability.
10. All tables for food or beverage service and guest seating must be covered.
11. Do not tape, tack, staple, or otherwise attach any material to the walls, chairs, tables, doors, or any part of the premises. The use of "duct tape" is prohibited on any surface in the Facility.
12. Helium-filled balloons that are not weighted, sparklers, floral petals, rice, birdseed, glitter, confetti, and other similar small items are prohibited anywhere on Facility premises. All decorations must be removed from the Facility by the end of Client's reservation period.
13. Open flame, pyrotechnics, smoke or fog, flammable materials are prohibited at Facility. Flame is prohibited in all cases unless the flame is contained in a fireproof container and has been approved by Center Management.
14. Any use of the common areas, including the sale or service of food or beverage in the lobbies, concourse, is prohibited without rental of the Entire Facility or without prior Center Management approval.
15. Exits, halls, sidewalks, or entrances shall not be used for any other purpose than ingress or egress.
16. Smoking, including vaping, is prohibited at Facility and within twenty feet of Facility doors and ventilation system.
17. Client shall not obstruct any exit, entrance, fire hose cabinet, fire extinguisher or related signage, or idewalk.

#### **II. Clean Up:**

18. Client is responsible for daily bussing tables and placing all food, trash, garbage, and debris generated by the event into outside dumpster(s) provided by Center.
19. Client is responsible for the daily maintenance, cleaning, and disposal of all food and beverage served and placed into dumpsters outside. Caterers are further responsible for turning off all equipment when equipment is not in use and the cleaning of kitchen, equipment, service and loading areas used to facilitate events. Chafing dishes and other warming or flame devices must be extinguished and disposed of properly. Cleaning supplies and trash liners will be provided by Center.

20. Cleaning of kitchen spaces include but are not limited to:

Empty, Clean, Wipe, Mop, or sweep the following:

Sinks  
Shelves  
Drawers  
Counter Tops  
Microwave Oven  
Coffee Pots/ Maker  
Rolling Carts and Racks  
Floors  
Cooler

Garbage disposal: run and be sure it is not clogged with food or utensils

Ice Scoop: hang on side of ice machine, please do not leave scoop inside machine

Cooler: empty of all Client's items

Remove all Client's personal kitchen equipment

Flatten and place cardboard in designated location on the loading dock

Turn off all equipment

### III. Alcohol Service:

21. Any alcohol provided must be served by a Texas Alcoholic Beverage Commission (TABC) certified bartender and may only be dispensed in compliance with TABC rules and regulations.

22. "Last Call" must be given thirty (30) minutes prior to the event end.

23. No alcohol may be brought to the Facility, whether on premises or inside, or taken out of the Facility by any guests or invitees of Client. If alcohol is brought onto the premises by a guest, Center reserves the right to discontinue all alcoholic beverage services or to close the event without providing a refund to Client.

### IV. Permits, Insurance, and Hold Harmless Condition:

24. The Client shall obtain and provide all required licenses and permits and must comply with all applicable federal, state and local law.

25. The following insurance requirements must be met and submitted to the Center thirty (30) days prior to the event:

Public liability and property damage insurance issued by a reputable casualty insurance company acceptable to Center, naming the City of New Braunfels insured under the policy in the following minimum amounts: personal injury liability of not less than \$500,000 for any one injury; \$1,000,000 for any one (1) occurrence; and property damage liability of not less than \$100,000, unless otherwise stipulated in writing by the Center. When such a policy is issued naming the City of New Braunfels as coinsured, it is required that such insurance policy state that such insurance is primary insurance and the City's existing general liability coverage is excess coverage. The certificate must provide coverage for all risks including workers compensation as required by law. The Certificate Holder to read: City of New Braunfels Civic/Convention Center, P.O. Box 311747, New Braunfels, TX 78131-1747. b) Contractor must provide a Certificate of Insurance from a company with an A.M. Best rating of no less than a B+ and in good standing with the State Board of Insurance. c) Vendors must comply with these Terms and Conditions.

24. Client agrees to defend, indemnify, and hold harmless Center, the City of New Braunfels, its agents, representatives and employees ("indemnitees"), jointly and severally, from and against any and all liabilities, demands, claims, damages, losses, costs and expense of any kind or nature whatsoever, including without limitation any and all costs of defense, made against or incurred or suffered by indemnities as a direct or indirect result of injury, sickness, illness, or harm, any other cause of action whatsoever arising out of, resulting from, or which would not have occurred but for this Agreement or Client's use of the premises, facilities or equipment of Center. Client further agrees to release and acquit indemnitees from any and all liabilities, demands, claims, damages, losses, costs and expense of any kind or nature whatsoever, including those enumerated herein above.

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Client Representative (Please Print)

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Client Signature

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Title

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Date

---

New Braunfels Civic/Convention Center

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Signature

---

Title

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Date

## Audio/Visual, Electrical and Service Fees

(All fees are per unit, per day, and per room)

### Audio/Visual:

Internet: Wireless (500Mb / 95 MBPS upload/download)	\$0
Microphone, Wired (23)	\$25
Microphone, Wireless - handheld (6)	\$50
Microphone, Wireless - lapel (6)	\$50
Microphone, wireless - headset (2)	\$50
Mobile Microphone kit w/ speaker	\$50
Audio Mixing Console (2)	\$50
Add 2 large speakers	\$50
Add 2 small speakers	\$25
Camera, tripod, and streaming dongle	\$200
4 HDMI input video switcher	\$50
SDI to HDMI converter (4)	\$20
Ethernet to HDMI extender	\$20
SDI Cable 100 linear feet (2)	\$20
Ballroom Projector & Screen (14.5'x 8') (2)	\$200
Ballroom Projectors and Screens stage left & stage right (dual)	\$300
Garden Room 105 Projector and Screen (8'x4.5') (1)	\$100
Garden Room TV (52') (5)	\$0
Exhibit Hall Projector & Screen (20'x11') (3) stage left, stage center, stage right	\$450
Exhibit Hall Center Stage	\$150
Exhibit Hall Stage Left	\$200
Exhibit Hall Stage Right	\$200
Exhibit Hall stage left and right	\$300
Color selectable up lights (2 large/ 8 small)	\$20
Spotlight Color Change/per light	\$5
Spotlight Setting/per light	\$5
Spotlight Setting for Gobo	\$25
Presentation Remote/Laser Pointer (3)	\$10
LTI Converter	\$10

### Special Event Set-Up:

Exhibit Hall floor box power package (per event)	\$200
Exhibit Hall floor box power (120V 20A circuit) 36 total boxes available	\$20 / box
Building exterior banner hanging (per hour)	\$50
Building exterior banner removal (per hour)	\$50
Genie Lift with client provided operator (per hour)	\$30
Genie lift with staff operator (per hour)	\$50
Power Cam lock or distribution panel	\$45



## Audio/Visual, Electrical and Service Fees (All fees are per unit, per day, and per room)

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### Event Equipment:

Banquet Chairs (2200 total)	\$0
6' Round tables (123 total)	\$0
6' x 30" tables (316)	\$0
6' x 18" tables (190)	\$0
Registration tables 6' x 30" (10)	\$20
Cocktail tables (20)	\$10
30" Bronze round tables (3 total)	\$25
6' Bar-Top (4)	\$10
Coat rack	\$10
Courtyard Fun N' Games	\$140
Dry Erase Board (2)	\$25
Easel (aluminum) (15)	\$5
Easel (metal) (2)	\$10
Beige Pipe and Drape (12' height) up to 100 linear feet available	\$3 / foot
White Pipe and Drape (12' height) up to 30 linear feet available	\$3 / foot
Black Pipe and Drape (12' height) up to 160 linear feet available	\$3 / foot
Royal Blue Pipe and Drape (8' height) up to 100 linear feet available	\$3 / foot
White Pipe and Drape (8' height) up to 100 linear feet available	\$10
Pipe only, no drape (12' height)	\$1.50 / foot
Pipe only, no drape (8' height)	\$1.50 / foot
Podium (wood) (3)	\$20
Podium (wood) with wired microphone (3)	\$30
Podium (wood) with wireless microphone (3)	\$55
Riser w/ skirting (blue) (16)	\$15
Stanchion with 7' retractable belt (8 black/ 4 stainless)	\$10
White chairs (92)	\$5 / chair
Traffic Cone (10)	\$0
U.S. and Texas flag (2)	\$0

### Other Additional Fees:

Dressing Rooms: not included in entire facility rental agreements   additional fee for usage per day	
Monday- Thursday:	Standard/Non-Profit \$40/\$32
Friday-Sunday:	Standard/Non-Profit \$50/\$45
Cleaning fee (per hour/ per staff member)	\$50
Client is responsible for removing decor and other items. Caterer, and Client are responsible for removal and disposal of food/beverage, including busing.	
Damage	(Labor, materials +20%)
Room Reset Fee (per hour/ per staff)	\$100
Building use outside pre-arranged access times during business hours 8a-5p per hour	\$100
Building use outside pre-arranged access times outside business hours 7a-1a per hour	\$200
Storage fees for items left at facility outside of pre-arranged access times {Per hour starting at 8am next business day}	\$100/hour

Equipment and services are available on a first-come first-serve basis, only as available. Charges are in accordance with the rates as established by the City of New Braunfels as of May 1, 2024, and are in effect at the time of the event (subject to change without notice).





Request received by:

Name: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Submitted by:

☐ Phone ☐ In-Person ☐ Mail ☐ Other \_\_\_\_\_

**For NBPD Use Only**

## **Request for Off-Duty Officers**

### **Intake Information**

Name: \_\_\_\_\_

Email and Phone: \_\_\_\_\_

Home/Business Address: \_\_\_\_\_

### **Intake Information**

Event Contact Person: \_\_\_\_\_

Contact Phone Number (Cell if possible): \_\_\_\_\_

Event Date: \_\_\_\_\_

Event Start Date: \_\_\_\_\_

Event Location: \_\_\_\_\_

Type of Event: \_\_\_\_\_

### **Officer Information**

Two {2} officers for the 1st 250 guests. One additional officer per every 100 additional guests. Two {2} officers minimum when alcohol is present.

Number of guests anticipated: \_\_\_\_\_

Number of officers needed: \_\_\_\_\_

Security shall arrive at the beginning of alcohol service and remain thirty (30) minutes after the event or the conclusion of alcohol service.

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Will alcohol be served: ☐ Yes ☐ No

Miscellaneous Information we may need to know:



## Off-Duty Officer Policy and Hourly Rate Schedule

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**Notice** NBPD cannot guarantee officer availability. We strive to do our best to fill requests; however, these requests are voluntary in nature. We will work with our partners in the local area to help fill these requests when NBPD cannot.

**Officer Rate of Pay for General Security** \$55 per hour with a 4-hour minimum. This will include (but not limited to) jobs such as weddings, parties, parking lot/ business security and events where the primary function is crowd/person control.

Jobs requested on a recognized city holiday will be billed at \$65 per hour with a 4- hour minimum. Any event scheduled for security on a Major Holiday, Black Friday or New Year's Eve will be billed at \$85 per hour with a 4- hour minimum.

**Officer Rate for Traffic Control/Lane Closure/Construction** \$65 per hour with a 4- hour minimum.

This would include (but not limited to) jobs such as bike races, foot races, and events where Officers must maintain a traffic control barricade and/or post.

Jobs requested on recognized city holiday will be billed at \$75 per hour with a 4-hour minimum. Any event scheduled on a Major Holiday, Black Friday or New Year's Eve will be billed at \$85 per hour with a 4- hour minimum.

**Late Notices for events** Jobs requested on short notice (within 1 calendar day prior to the event) will billed at an additional charge of \$10 dollars to the normal rate for that day.

**Cancellations** If any job is booked and then cancelled, it is the responsibility of the event coordinator to notify the New Braunfels Police Department and cancel with our department no later than 24hrs from the start of the job or the 4-hour minimum still applies to all officers that had signed up to work the event.

By signing below, I acknowledge my understanding and acceptance of the New Braunfels Police Department's hiring policy and hourly rate schedule as stated above. If payment is not made according to this contract, criminal charges will be filed on the applicant pursuant to Texas Penal Code 31.04

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

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<b>Regular Jobs</b>	\$55/hour
<b>Recognized City Holiday</b>	\$65/hour
<b>Major Holidays</b> (Christmas Day, Christmas Eve, Thanksgiving, Black Friday, New Year's Eve)	\$85/hour
<b>Traffic Control</b>	\$65/hour

**New Braunfels Civic/Convention Center Security Policies**

- All events with alcohol service are required to have security.
- Alcohol service may not begin until required security is present.
- Security will arrive at the beginning of alcohol service and remain thirty (30) minutes after the event.
- The following formula will be used to estimate the number of officers required to be present: Two (2) officers for the first 250 guests, one (1) additional officer is required for up to 100 additional guests.
- Security arrangements must be approved and made through the New Braunfels Police Department (NBPD) Off-Duty Officers' Work Group no later than fifteen (15) days prior to the event.
- ONLY check or cash will be accepted from the form of payment. NBPD will NOT accept cash app, Venmo, or Invoices.
- Officers may be asked to patrol various areas of the Civic/Convention Center including kitchen/alcohol storage areas.

**NBPD Off Duty Officer's Work Group Contact**

330 W. San Antonio Street New Braunfels, TX 78130  
 nbpd@newbraunfels.gov  
 830.221.4169



New Braunfels Civic/Convention Center  
375 South Castell Avenue  
New Braunfels, TX 78130  
Phone: 830-221-4011

## Rental Agreement

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**Group:** \_\_\_\_\_ **Reservation:** \_\_\_\_\_

This Rental Agreement (“Agreement”) is entered into by and between the New Braunfels Civic/Convention Center on behalf of the City of New Braunfels (Center) and Group (Client), collectively “Parties”, under the conditions described herein.

### IT IS AGREED AS FOLLOWS:

Client is renting the following areas of the New Braunfels Civic/Convention Center premises (“Facility”) for the purpose, approximate number of guests, times, and room rental fee listed above.

Room Charge	\$(½ due with Rental Agreement; ½ due 30 days prior)
Food and/or Beverage Fee	\$ (due 30 days prior)
Equipment/Services	\$ (due 30 days prior)
Reservation Deposit	\$ {due with Rental Agreement}

Please note: Center may schedule multiple events at Facility at concurrent times.

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### I. Payment & Charges:

A reservation is not confirmed until this Agreement is executed and the Reservation Deposit and initial payment of one-half Room Rental payment has been received by the Center. Payment of one-half of the Room Rental must be received within seventy-two hours of the issuance of initial invoice. The event balance, including room rental, and any equipment, food and beverage and service fees shall be paid no later than thirty (30) days prior to the reservation date for use of the premises. Failure to pay the event balance at the time due will result in cancellation of your reservation and forfeiture of all payments made.

Payments may be made with cash, approved credit card, cashier’s check, money order, personal or business check.

Minimum Reservation Deposits are required as follows:	\$50 per room
Garden Rooms 101-105	any combination
Ballroom or Exhibit Hall	\$500
Entire Facility	\$1,000

The Reservation Deposit will be refunded to the Client within thirty (30) days after the reservation less any additional charges incurred on behalf of the Client as determined the Center. Any damage caused by vendors, guests of the Client, or persons hired by Client, such as caterers, is responsibility of the Client.

Room rental fees include standard house lighting, ventilation, heat and air conditioning during reservation hours, and one (1) set up including tables and chairs in an approved layout on a first-come first-served basis.

Events occurring more than three (3) years, but less than five (5) years in advance are subject to an adjustment in equipment and service fees that exist when the event occurs. Room Rental Rates are subject to a maximum of ten percent (10%) increase

### II. Client Duties and Responsibilities

1. Food and beverage must be self-catered or provided through a licensed caterer. See (#2) for food/beverage fees. When using a licensed caterer, the Client must sign the Center’s Catering Contract. The licensed caterer must furnish required licenses and insurance documentation and must comply with all Terms and Conditions of the Catering Contract. Licensed caterers shall have full access to the kitchen facilities including cooking and refrigeration equipment. To have full access to the kitchen facilities, including cooking and refrigeration equipment, a Client who is self-catering must provide insurance as outlined in #21 and must comply with all terms in this Agreement that pertain to vendors.

2. A Food/Beverage fee is due no later than thirty (30) days prior to the Reservation Date if your event will provide food or beverage. The Food/Beverage fee is cumulative of each room that is reserved and is as follows: each Garden Room at \$25, Ballroom at \$300, Exhibit Hall at \$450, or the Entire Facility at \$600. Events with greater than \$5,000 in room rental fees do not incur any Food/Beverage fee.
3. If food or beverage is being distributed at an event open to the public, Client must obtain proper permitting from the City of New Braunfels Environmental Health Department.
4. Floorplans and a list of catering, entertainment, decorator, or other vendor services are due thirty (30) days prior to the event. Center reserves the right to reject vendors where quality of service and reputation are concerned.
5. Floorplans not received within fifteen (15) days of the event will be assigned a standard floorplan determined by the Center.
6. Any floorplan or equipment changes made within ten (10) days of the event are subject to additional fees and will further absolve the Center of the responsibility to have adequate personnel or equipment scheduled for set-up or the day of the event. Requests to add or remove equipment or a request for a change to the room layout is subject to a \$100 fee per layout adjustment.
7. All floorplans are subject to disapproval by the City Fire Marshal.
8. Client is responsible for hiring an adequate number of qualified personnel to set-up, operate, and remove equipment. Client is responsible for the action or inaction of any personnel retained by Client or under the supervision of Client.
9. Client is responsible for the daily maintenance, cleaning, and disposal of all food and beverage served and placed into dumpsters outside. Caterers are further responsible for turning off all equipment when equipment is not in use and the cleaning of kitchen, equipment, service and loading areas used to facilitate events. Chafing dishes and other warming or flame devices must be extinguished and disposed of properly. Cleaning supplies and trash liners will be provided by Center.
10. Failure to adequately clean and dispose of all food and beverage in accordance with this provision will result in the assessment of additional cleaning fees charged to the Client at a rate of \$250 per hour.
11. Table coverings must be provided by Client for any event serving food or beverage.
12. Any alcohol provided must be served by a Texas Alcoholic Beverage Commission (TABC) certified bartender and may only be dispensed in compliance with TABC rules and regulations.
13. All TABC Certifications must be submitted to the Center ten (10) days prior to the event. In the event of TABC Certifications not being provided the Center reserves the right to refuse alcohol service for the reservation.
14. "Last Call" must be given thirty (30) minutes prior to the event end.
15. No alcohol may be brought to the Facility, whether on premises or inside, or taken out of the Facility by any guests or invitees of Client. If alcohol is brought onto the premises by a guest, Center reserves the right to discontinue all alcoholic beverage services or to close the event without providing a refund to Client.
16. Any connection to Facility's utility sources and sound system must be approved by Center personnel and any charges for connection or usage is the responsibility of the Client.
17. Audiovisual equipment and services are available for rental by the Center on a first-come first-serve basis. Charges will not be reduced or refunded for services or equipment reserved and not used. Center makes no warranty with regard to the functionality or adequacy of equipment and assumes no liability whatsoever for injury resulting from the use or operation of said equipment.
18. Client shall not move or alter Center audio/visual or other equipment without Center approval. Client is responsible for all equipment rented from the Center and is liable for equipment not returned or damaged.
19. All equipment and services provided by Client must have prior written approval of Center Management. Any material handling or set-up equipment used (including forklifts, ladders, etc.) must be supplied by Client. All equipment provided by Client must be in safe and working order and all persons operating equipment must do so in a safe and appropriate manner.
20. Wireless internet access is available at no charge. Hardwired internet access is available at an additional fee. While every effort will be made to ensure continuous internet access, a connection may not be available. The Center is not responsible for incompatible equipment or software that might be used.
21. Decorator, caterer, production and audio/visual companies must provide proof of the following no later than twenty (20) days prior to the event: Public liability and property damage insurance issued by a reputable casualty insurance company acceptable to Center, naming the City of New Braunfels insured under the policy in the following minimum amounts: personal injury liability of not less than \$500,000 for any one injury; \$1,000,000 for any one (1) occurrence; and property damage liability of not less than \$100,000, unless otherwise stipulated in writing by the Center. When such a policy is issued naming the City of New Braunfels as coinsured, it is required that such insurance policy state that such insurance is primary insurance and the City's existing general liability coverage is excess coverage. The certificate must provide coverage for all risks including workers compensation as required by law. The Certificate Holder to read: City of New Braunfels- Civic/Convention Center, P.O. Box 311747, New Braunfels, TX 78131-1747. b) Contractor must provide a Certificate of Insurance from a company with an A.M. Best rating of no less than a B+ and in good standing with the State Board of Insurance. c) Vendors must comply with these Terms and Conditions.

22. Security is required for all events with alcohol service and any other event where the New Braunfels Police Department determines that security may be required. The minimum number of security personnel required will be determined by the New Braunfels Police Department based on the type of event and number of attendees. Security must be present from the time alcohol service begins until thirty (30) minutes after the event ending time.
23. Center may require police, fire or paramedic personnel for sport or athletic events, public assemblies, or events in which Center expects high attendance. Client shall retain qualified personnel as required and approved by the Center for event.
24. The Facility loading dock may be used solely for loading or unloading purposes. As this is an unsecure area, no storage is allowed on or near the loading dock without Center Management Approval.
25. The loading dock shall not be utilized for food service, preparation, or any other purpose without prior City of New Braunfels Health and Safety and Center approval.
26. Loading and unloading is allowed on a first-come, first-served basis, and must occur through the loading dock during the times expressed in this Agreement.
27. Any use of the common areas, including lobbies and concourse, is prohibited without rental of the Entire Facility or without prior Center Management Approval.
28. Restricted areas of the Facility labeled "Authorized Personnel Only" are off limits to all persons except vendors and Facility staff for delivery and maintenance of the event or Facility equipment.
29. Wheelchair lift located in the Exhibit Hall is restricted to individuals requiring assistance and may not be used for freight.
30. Client is responsible for all costs incurred to replace sprinkler heads or smoke detectors damaged during Client's reservation.
31. Parking areas are free and available on a first-come first-served basis unless otherwise approved by Center. Overnight parking of vehicles is prohibited without prior written approval from Center Management.
32. Center staff, law enforcement officers or other designated representatives, shall have the right at any time to enter any portion of the reserved space for any purpose.

### **III. Trade Shows, Public, Ticketed, or Recurring Events:**

33. A Protection Clause may be granted by Center Management in Center Management's sole discretion to recurring consumer or trade shows that have a proven record of success in the region and that have produced significant local economic benefit. If granted, competing shows will not take place at Facility for a period of twenty-one (21) days before and twenty-one (21) days after like events (protection period). A competing show is defined as an event which has twenty-five percent (25%) or more of its net square footage of exhibit space showing or selling product lines or businesses the same or substantially similar to those in the Client's show. However, a show that is open to the public shall not be deemed a competing show with a show open only to the trade. The determination as to whether or not an event is a competing show is solely within the judgement of Center Management. If a show's audience, product lines or businesses change and is then deemed to be a competing show, that show's reservation will be in violation of the Protection Period and will result in cancellation of the show's reservation and forfeiture of all payments made for that reservation. The Client is responsible for all future balances due regarding their event.
34. Client is responsible for its exhibitors and vendors complying with the terms of this Agreement, as applicable, and Center policies.
35. Client must remove bulk trash from reserved areas by the end of Client's reservation. Bulk trash is defined as boxes, crates, lumber, pallets, packing materials, and any other excessive trash not easily removed by standard cleaning equipment. Failure to comply with this policy may result in excess cleaning fees being assessed to the Client.
36. Client shall not exhibit or allow to be exhibited anything that has a total distributed weight that is in excess of 100 pounds per square foot on the Exhibit Hall floor.

### **IV. Firearm Display or Sale:**

37. The display or sale of firearms requires advance Center Management approval.
38. Firearms may not be loaded or fired anywhere in the Facility, including exterior and parking areas.
39. All firearms at the Facility, including exterior and parking areas, 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 firearm's "action" mechanism in an "open" state or otherwise).
40. Firearm powder and primer are prohibited at the Facility. Sample live ammunition may be displayed in exhibits that are kept separate from the firearm exhibit or by exhibitors who do not display firearms.
41. Firearms and ammunition must be inspected by an authorized safety inspector approved by the Center during move-in, show and move-out. Violations must be corrected before an exhibit is allowed to open. Client is assessed any fees associated with such inspection.

## **V. Automotive Vehicle/ Equipment/ Covered Displays:**

42. Each vehicle, boat, etc. weight and dimensions must be submitted to the Center for prior approval thirty (30) days prior to the event.
43. Vehicles that are displayed are to have the lesser of no more than five gallons of fuel or no more than ¼ the capacity of the fuel tank filled.
44. Fuel tanks must be locked and all portable tanks removed. Locking the vehicle will be sufficient for vehicles in which the gas cap cover can only be unlatched from inside the vehicle.
45. Vehicle battery cables are to be disconnected. Batteries used to power auxiliary equipment shall be permitted to be kept in service providing an appropriate disconnect is furnished.
46. Vehicle ignition keys must be removed after placement of vehicle.
47. Vehicles, boats, and similar exhibited products having over 100 square feet of roofed area are to have a smoke detector.
48. Covered displays or tents must not exceed 4 feet in any direction. Display covers must be flame resistant and must have an appropriate label affixed. Booths with an open grate style ceiling do not have to meet this requirement.

## **VI. Cancellation:**

49. Cancellations and reductions in reservation must be made in writing. If Client cancels or reduces a reservation fewer than six (6) months before the reservation date, Client is responsible for the entire rental fee due at the time of the cancellation or reduction and the deposit is forfeited.
50. In the event of cancellation by the Center for any reason other than the default of the Client, the deposit and rental payment amounts received by the Center shall be refunded to the Client within thirty (30) days of such cancellation and such refund shall serve as the Client's exclusive remedy for any claims of Client arising out of such cancellation.
51. Performance of this contract is subject to Force Majeure. Force Majeure means any contingency or cause beyond the reasonable control of either party that causes the closure or inaccessibility of parts of the Facility that significantly impacts the use of the Center as reserved by Client. Examples of Force Majeure events include acts of God, epidemic, war, terrorism, civil unrest, governmental action. The party asserting Force Majeure shall notify the other party within three days of the Force Majeure Event. If a Force Majeure Event occurs, the parties' respective obligations will be excused fully, without any additional obligations, and each party shall bear its own costs incurred in connection with this Agreement. Due to matters outside the control of the Center, occupancy restrictions may be enacted that impact Client's use of Center as reserved. If governmental actions, including governmental orders limiting occupancy levels, limit Client's use of the Center by decreasing the useable occupancy to less than what was reserved by Client, Client may cancel the reservation with no penalty. The Client's use of the Center shall not be considered to have decreased in useable occupancy to less than what was reserved if Center is able to accommodate Client by providing a larger space for Client's reservation so that total occupancy is not less than what Client reserved.
52. In the event that the Center is to be used as an evacuation shelter or emergency center, Center will notify Client and Client will receive a full refund or may reschedule reservation for another available date.

## **VII. Facility Use:**

53. Client's use of Facility is limited to the areas so stated in the Schedule of Events of this Agreement. Registration or ticket sales may take place in the lobby and concourse areas except as prohibited by the City Fire Marshal's Office.
54. Client and those under the direction or control of the Client are allowed to occupy reserved areas of the Facility for twelve (12) hours if the Client's reservation is for a Sunday, Monday, Tuesday, Wednesday, Thursday, or Friday and the reservation is for the Exhibit Hall, Ballroom, all five (5) Garden Rooms 101-105, or the Entire Facility. Client and those under the direction or control of the Client are allowed to occupy reserved areas of the Facility for fifteen (15) hours on Saturday if the Client's reservation is for the Exhibit Hall, Ballroom, all five (5) Garden Rooms 101-105, of the Entire Facility. Client and those under the direction or control of the Client are allowed to occupy up to four (4) Garden rooms for seven (7) hours when the rental is on a Sunday-Saturday. Rental periods include the time necessary for the purposes of preparing the room and equipment for use, conducting the event, and packing and removing any equipment and decor. Additional hours within the hours of operation, 7:00 a.m. - 1:00 a.m., is charged at a rate of 20% of the room rental rate per hour.
55. For the terms defined in this Agreement the spaces below are considered rentable spaces covered under the room rental fee. Ballroom, Exhibit Hall, Garden Rooms 101-105, and Entire Facility. The Courtyard may be secured for an additional fee when reserved in conjunction with reservation of all five (5) Garden Rooms. Entire Facility means the following spaces in the Facility: Ballroom, Exhibit Hall, Garden Rooms 101-105, and Courtyard.
56. Facility standard hours of operation are Sunday-Saturday, 7:00 a.m.-1:00 a.m. Event hours of operation, Sunday-Saturday, 7:00 a.m.-12:00 a.m. Events may not be conducted after 12:00 a.m. All guests of Client must exit the premises at or before 12:00 a.m. Only Client and Client's vendors may have access to the Center from 12:00 a.m.-1:00 a.m. Client and Client's Vendors must exit the premises on or before 1:00am. Subject to approval by Center Management, an event may begin at 6:00 a.m. for an additional fee of \$200.



57. An additional fee of \$250 per hour will be charged for each room occupied by guests or vendors outside standard hours. The Center reserves the right to deduct such fees from the reservation deposit.
58. No signage may be placed on the interior or exterior of Facility without written approval of Center Management. Sign size, material composition, manner of affixing, and length of signage use is in sole discretion of Center Management.
59. Use of Facility digital signage is subject to availability. The interior video walls may display up to 4 slides in the events calendar section when submitted to Center fourteen (14) days prior to the Reservation Date within the following guidelines: TIF, JPEG, or GIF landscape view slides no larger than 3MB with resolution not to exceed 1024x768. Slides must be delivered on a flash drive or sent via email. The exterior marquee is for informational purposes only and is programmable as time permits for events open to the public and for those events upon Client request. Additional fees may be assessed for display more than two (2) days prior to an event.
60. For events where majority of the guests are under the age of 18, only those persons with an invitation or ticket will be allowed into the building. Client shall provide a person or persons to collect invitations or tickets at the event entrance. Guests without an invitation or ticket will not be allowed to enter the premises and must vacate the building and grounds.
61. Minors shall be supervised at all times and are not allowed in spaces not expressly reserved in this Agreement and may not be in exterior areas of the Facility other than for the purpose of entering or leaving the Facility.
62. For events where minors are honored or a majority of guests are under the age of 18, only those persons with an invitation or ticket will be allowed into the building.

### **VIII. Prohibitions:**

63. The Center has the exclusive right to cancel a reservation at any time for the failure of Client or Client's guests to adhere to the provisions of this Agreement, Center policies, instructions from Center staff, or for any event which may be offensive, inappropriate, unsafe, unsuitable, or violates the expressed nature of event as reserved. In such case, Center may immediately cancel this Agreement without advance notice and without refunding Client's payment(s). If Center cancels reservation pursuant to this provision, Client forfeits reservation deposit and all payments made for the reservation.
64. Smoking, including vaping, is prohibited at Facility and within twenty feet of Facility doors and ventilation system.
65. Music and noise levels must be maintained so as to not disrupt other events, the outside public, or violate city or state law.
66. Center may, in its sole discretion, require Client to decrease the volume of music or noise levels made by Client or Client's guests.
67. Client shall not allow more persons into Facility than that permitted by the City of New Braunfels Fire Marshal.
68. Client shall not obstruct any exit, entrance, fire hose cabinet, fire extinguisher or related signage, or sidewalk.
69. Deliveries will not be accepted or stored prior to access time without prior Center Management approval.
70. Do not tape, tack, staple, or otherwise attach any material to the walls, chairs, tables, doors or any part of the premises. The use of "duct tape" is prohibited on any surface in the Facility. All beam structures or other painted surfaces must be covered with protective material before wire, rope or the like is attached or touching to prevent damaging the surface. Items are not allowed to be attached to electrical lighting conduits, air ducts, utility pipes or sprinkler systems.
71. Client may hang signage or decor from existing ceiling clips but must not exceed 100 pounds per item without prior Center Management approval. Center reserves the right to approve or deny rigging or hanging of equipment in the facility.
72. Live animals are prohibited from entering Facility interior unless Center Management has consented in writing and Client has obtained all necessary permits from City, or the live animal is allowed entry under state or federal law.
73. Helium-filled balloons that are not weighted, sparklers, floral petals, rice, birdseed, glitter, confetti, and other similar small items are prohibited anywhere on Facility premises. All decorations must be removed from the Facility by the end of Client's reservation period.
74. Open flame, pyrotechnics, smoke or fog, flammable materials are prohibited at Facility. Flame is prohibited in all cases unless the flame is contained in a fireproof container and has been approved by Center Management.
75. Cylinders of compressed gases are prohibited unless approved by the City of New Braunfels Fire Marshal. If approved, Cylinders must be secured at all times in an upright position with a standard carrier device or wall mount located on loading dock.



## **IX. Clean Up:**

76. Client must leave Facility in the condition in which it was received.

77. Client must remove or have thrown away all items brought by Client and Client's guests by the end of the reservation.

78. Any property remaining at Facility after reservation will be considered abandoned and disposed of as Center sees fit. In the discretion of Center Management, a charge of \$250 per hour that items are left in Facility beyond reservation may be charged to Client or deducted from Client's deposit.

79. If an item has been lost at the Facility during a reservation, it is the responsibility of the Client to notify Center of the lost item(s) in writing and no later than one hour after the end of the reservation.

## **X. Indemnification, Waiver, Release:**

80. Client agrees to defend, indemnify, and hold harmless Center, the City of New Braunfels, its agents, representatives and employees, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expense of any kind or nature whatsoever, including without limitation any and all costs of defense, made against or incurred or suffered by the City of New Braunfels, its agents, representatives and employees, and such indemnities as a direct or indirect result of injury, sickness, illness, or harm, any other cause of action whatsoever arising out of, resulting from, or which would not have occurred but for this Agreement or Client's use of the premises, facilities or equipment of Center. Client further agrees to release and acquit Center, the City of New Braunfels, its agents, representatives, and employees, from any and all liabilities, demands, claims, damages, losses, costs and expense of any kind or nature whatsoever, including those enumerated herein above.

81. Center may, at its sole discretion, require Client to provide insurance as outlined in #21. If so required, the Client shall provide Center with evidence of required insurance at least twenty (20) days prior to the event at Client's sole expense.

82. Client and vendors shall comply with all federal, state, and local laws and must comply with any direction given by the City, including the New Braunfels Police and Fire Departments.

83. No gambling, lottery or bingo will be allowed in the Center. Notwithstanding the foregoing, Clients with 501 (c)(3) status with the Internal Revenue Service may have a Casino Night for charitable purposes only. Raffles may be held only in accordance with Occupations Code §2002 (Texas Charitable Raffle Enabling Act).

84. Property of Client that is brought to the Facility is done so at the Client's sole risk. Center does not warrant that Facility or any particular areas within the Facility are secure. Client agrees that Center is not responsible for the theft, loss, or damage of any property of the Client that is brought to the Facility

## **XI. Protection Clause:**

85. A Protection Clause may be granted in the sole discretion of Center Management to a Client who has recurring consumer or trade shows that have a proven record of success and have produced significant local economic benefit. If granted, Center Management will notify you of the terms of the protection clause.

## **XI. Publicity:**

86. Client hereby grants Center permission to take photographs before or during Client's event(s), which may include Client and Client's guests, and agrees that such photographs may be used to promote Center as City deems appropriate.

Center Management has authority to interpret the provisions of this Agreement and to decide any matters not expressly covered by this Agreement

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Client Representative (Please Print)

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Client Signature

---

Title

---

Date

---

New Braunfels Civic/Convention Center

---

Signature

---

Title

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Date



## City of New Braunfels Texas Civic/ Convention Center

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