

## TOWN HALL RESERVATION POLICY

1. **The Director of Public Works will be the contact person for events planned in and on the premises of Town Hall.** Reservations may be made Monday – Friday between the hours of 9 a.m. – 4 p.m. Facilities may be viewed during the same hours by appointment with the Director of Public Works.
2. **All use of the facilities is by reservation only.** Facilities will be available during the week between the hours of 9 a.m. and 4 p.m. but only scheduled so as not to interfere with normal Town business. Events can be scheduled in the evening during the week however; use is subject to cancellation due to Town business. Facilities will be available on Saturday between the hours of 7 a.m. and 11 p.m. and on Sunday between the hours of 12 noon and 6 p.m. Any use of the facilities for extended periods or series of events must be approved by the Town Manager after recommendation by the Director of Public Works.
3. The facilities are available for use by residents of Sunnyvale and by educational, civic, cultural and governmental groups based in Sunnyvale. Religious groups from Sunnyvale churches may use the facilities for business or fellowship meetings but not religious services. **All persons (individually or as representative of a group) must provide proof of residency at the time reservation is made; this individual must be present for entire event and will have direct supervision of the event and will be responsible for compliance with all applicable facility rules and regulations as well as Town, County, State, and Federal laws, ordinances and policies.**
4. **A security deposit of \$350.00 for each event is required at the time of reservation.** This amount may be increased to **\$2500.00** for any event serving food and/or beverage. This decision is at the discretion of the Director of Public Works.
5. **On Saturday, Sunday and any day which Town Hall is not open, a payment of \$120.00 for use of the facility is required.** This payment must be made at least three business days before the event begins and covers the opening and closing of the facility by Town Staff and three hours of scheduled use. **An additional \$40.00 per hour of scheduled use in excess of three hours is also required to be paid at this time.** If this payment is not made as required, it will be assumed that the event is cancelled and another reservation can be made for use of the facilities. **This payment is very important since a review of the reservation and a walk-through of the facilities will be made with the Director of Public Works at this time.** No payment for use is required if event is held during normal business hours of Town Hall (i.e. Monday – Friday between 9 a.m. and 4 p.m.); a review of the reservation and walk-through with the Director of Public Works is required. There shall be no charge for a Qualified Homeowner's Association meeting or any organization that carries an IRS approved tax-exempt status and is based in Sunnyvale, Texas. A Qualified Homeowner's Association shall mean a homeowner's association governing property that is located in the Town of Sunnyvale and that: (1) has had its articles of incorporation, by laws and restrictive covenants approved by the Town of Sunnyvale and contains provisions required by Town Codes, Ordinances, Resolutions, Rules

and regulations and (2) is in compliance with its open space and amenity maintenance obligations and is otherwise in good standing with the Town, as determined by the Director of Public Works.

6. General Liability Insurance may be required due to the number of participants or the activity of the event. This will be determined by the Director of Public Works at the time of the reservation. If insurance is required, a certificate of insurance listing the Town of Sunnyvale as insured must be provided to the Director of Public Works at least one week prior to the event.
7. **All reservations are scheduled.** The facilities will be opened by the time of the reservation and will be closed 30 minutes after the ending time of the reservation. **All reservations must end on time.** Appropriate time must be allowed in the reservation for set-up and take down. If a reservation exceeds the allotted time frame, a portion of the security deposit will be forfeited at the rate of \$40.00 per hour or any part thereof. **It is most important that reservations end on time since another event may be scheduled to follow.**
8. Alcoholic beverages are prohibited.
9. Smoking or the use of tobacco within Town Hall is prohibited.
10. Overnight lock-ins is prohibited.
11. No animals (other than guide or seeing-eye dogs) are allowed within Town Hall.
12. Gambling is generally prohibited. Exceptions: IRS designated non-profit organizations may have Casino Night event for charitable causes only. Raffles may be held in accordance with the Charitable Raffles Enabling Act.
13. Dances will not be scheduled. Dinner or reception music is allowed. Loud music, whether live or recorded, is prohibited.
14. **Maximum occupancy of the facilities is designated at 200 persons and will be enforced.**
15. Children are welcome in the facilities but responsible adults must provide supervision at all times. It is expected that through age 18, the ratio of one adult per 10 children will be followed.
16. Chairs and tables (property of the Town of Sunnyvale) will be provided as needed but must be arranged at time of reservation. All tables used for serving or dining must be appropriately covered. No furnishings may be removed from the facilities.
17. All food must be prepared prior to the event. There are no cooking facilities. Catering is permitted and is subject to approval by the Director of Public Works. An ice machine, refrigerator and

microwave are available for use as needed and must be arranged for at time of reservation. Sterno flames may be used on table top. All food must be removed or disposed of at the end of the event.

18. The facilities may be decorated; however, no tacks, nails, staples, tape or any other device may be attached to the walls, ceilings or other permanent fixtures of the facilities. All decorative materials must be flameproof. Crepe paper must be water-soluble. No "silly-string", straw or hay is allowed inside the facilities. Rice and fireworks are prohibited. Bubbles, confetti, birdseed, rose petals and similar materials are restricted to parking areas only. Balloons may be filled with air or helium only and must be removed at the end of the reservation.
19. Parking is provided for eighty-five vehicles of which four are handicap. Parking on Collins Road or within fire lanes is prohibited. Parking may be provided in Town Center Park but must be noted at the time of reservation.
20. All set-up and takedown is the responsibility of the user. No Town Staff will be involved in this process. Trash must be gathered and placed at the location specified by the Town Staff. Any cleanup or excessive cleaning at the end of a reservation by Town Staff will cause forfeiture of the security deposit at the rate of \$40.00 per hour or any part thereof. As necessary, any future use of the facilities will be at the discretion of the Director of Public Works.
21. The Town of Sunnyvale reserves the right to cancel use of the facilities in the case of a Town emergency or any other compromise of the facilities. Should this become necessary, all monies paid for the reservation will be refunded.
22. A reservation may be cancelled with full return of the security deposit if done at a time greater than one-week notice to the Director of Public Works. A reservation cancelled within the last week will be subject to a fee of \$40.00.
23. After completion of the event and inspection by Town Staff of the facilities (which will occur within 72 hours of the reservation), the security deposit will be returned within seven days. An accounting of any adjustment to the security deposit will be made at the time security deposit is returned.
24. **The facilities Reservation form shall contain a release and indemnity agreement in favor of the Town of Sunnyvale.**
25. **All decisions with regard to this reservation policy are the responsibility and at the discretion of the Director of Public Works or his designate.**

26. Access to Town Hall will be granted no earlier than 15 minutes prior to start time.

27. All set up and take down of the tables and chairs are the sole responsibility of the reserving party.

28. Trash will be bagged, removed from Town Hall and placed in dumpster in the rear of the building by those reserving Town Hall **(NOT IN GREEN RECYCLING BIN)**.

29. A vacuum will be provided for floor cleaning before departure.

30. Your departure time should be that which is listed on your reservation form

**TOWN HALL RESERVATION APPLICATION**

\*Date \_\_\_\_\_

\*Applicant: \_\_\_\_\_

\*Mailing Address: \_\_\_\_\_

\*Daytime Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

\*Alternate Contact # \_\_\_\_\_ ( ) CELL ( ) HOME ( ) OTHER

Email Address: (Optional) \_\_\_\_\_

\*Date for which Town Hall is to be reserved: \_\_\_\_\_

\*Purpose of Reservation \_\_\_\_\_

\*Time: From \_\_\_\_\_ to \_\_\_\_\_ Total Number of Hours: \_\_\_\_\_

\*Reservation Fee of \$ \_\_\_\_\_ collected on \_\_\_\_\_. Deposit of \$ \_\_\_\_\_ collected on \_\_\_\_\_

\*Type of Residency identification provided: \_\_\_\_\_. Copy Made ( ) Yes ( ) No

Is the Applicant an Approved Homeowner's Association conducting a Regular meeting as described in the Town Hall Reservation Policy?

Name of Homeowner's Association \_\_\_\_\_

Name of Insurance Carrier, if applicable \_\_\_\_\_

Has an endorsement of the liability policy listing Town of Sunnyvale as additional insured and loss payee, with prior written notice of cancellation been provided to the Sunnyvale Director of Public Works? \_\_\_\_\_

\*By signing this application Applicant agrees to the following:

1. Applicant shall at all times comply with the Town Hall Reservation Policy as set forth below. Applicant acknowledges having read the policy.
2. Applicant shall forfeit the security deposit, in whole or part, to the Town of Sunnyvale as determined by the Sunnyvale Director of Public Works that policies for room use were not followed.

**EVENT RELEASE AND INDEMNITY AGREEMENT**

In consideration of the Town of Sunnyvale's acceptance of this reservation application, Applicant and Applicant's heirs, executors, administrators and assigns, forever release and discharge the Town of Sunnyvale and any and all public officials, directors, officers, employees and agents of the Town of Sunnyvale (the "Town of Sunnyvale, et al"), from any and all liability, claims, demands or causes of action that Applicant and/or attendees of Applicant's event may hereafter have for injuries, death, or damage resulting from participating in the meeting and/or event at Town Hall for which this reservation is made. Applicant attests and verifies that Applicant assumes the risk of death or injury and that Applicant assumes and will pay medical and emergency expenses in the event of an accident, illness or other incapacity, regardless of whether Applicant has authorized such expenses. Applicant further agrees that Applicant **WILL NOT SUE OR MAKE CLAIM AGAINST** the Town of Sunnyvale, et al for damage of losses sustained as a result of activities directly or indirectly related to the use of Town Hall. Applicant also **AGREES TO PROTECT, DEFEND, INDEMNIFY AND SAVE AND FOREVER HOLD HARMLESS** the Town of Sunnyvale, et al from all claims, lawsuits, judgments and costs, including but not limited to, attorney's fees, to reimburse them for any expenses whatsoever incurred in connection with any action resulting from the use of the Town Hall, **EVEN IF SUCH DAMAGES AND LOSSES ARE CAUSE BY THE NEGLIGENCE, STRICTLY LIABLE ACT OR OMISSION OR OTHER FAULT OF THE TOWN OF SUNNYVALE, ET AL OR THE PUBLIC OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS OF SUCH TOWN OF SUNNYVALE, ET AL.** The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person entity.

**Applicant:**

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