

KERR COUNTY FACILITIES
BOOKING & RENTAL POLICY

The Hill Country Youth Exhibit Center and the Union Church are public event facilities owned and managed by Kerr County. These facilities are made available on a first requested basis for any lawful event that meets acceptable community standards.

Rules affecting rental of county property are herein stated.

1. A rental contract between Kerr County and lessee is a legal document issued on a **“first request basis.”** It is valid only when signed by the lessee and the Kerr County Reservation Agent or authorized designee. **A contract will not be validated by Kerr County without proper deposit or payment in full within 5 working days of reserving a facility, as noted in the contract.**
2. Contracts will be issued on an “as needed” basis. Contracts for local events or events requiring short term notice to participants may be issued up to one year in advance. Consecutive multiple-day events requiring long-term notice, such as conventions, livestock shows, horse, or cattle shows, trade shows, rodeos, or other events that may be sponsored by a national organization, may receive contracts up to three years in advance.
3. No date may be held without a contract and deposit. “Tenured” events, those events that have used the facilities for two or more years, are allowed to have first option on the same dates for the next year. Any conflict of dates caused by request of the lessee or by calendar will be resolved and / or mediated by the Reservation Agent taking into account the varying circumstances, and the Reservation Agent’s decision will be final.
4. A lessee utilizing the facility **for more than two (2) events per year** may be offered a “multiple date contract.” All dates that are reserved within the same calendar year can be held with one deposit. The deposit will be applied to the last event of the calendar year. However, if the lessee drops one of the dates, Kerr County will apply the deposit to the cancelled date, and request deposits for any or all future dates.
5. Except for “multiple-date” users, deposits are due with the reservation. The amount due is an amount equal to one-half the total rental for the facilities and property to be used. All other fees are collected within the dates of the event as specified within the contract. The balance due for rental is payable not less than twenty-one (21) working days before the event. Governmental entities may secure their reservations with a Purchase Order for payment and pay within their normal payment cycle. All other organizations must pay other fees due by the conclusion of their event, or as otherwise might be specified in the contract.
6. Refunds, less a 20% administrative fee, will be given without question if the cancellation is six or more months prior to the scheduled event. No refund will be made for any cancellation made later than 6 months before the event.
7. Annual dates for events of the following organizations are hereby established as “protected dates” by order of Kerr County Commissioners’ Court:

- Hill Country District Junior Livestock Show in January and fundraiser in the month of September.
 - Texas State Arts and Crafts Fair during the Memorial Day weekend.
 - Extension and 4-H events as scheduled by the Kerr County Extension Office. These dates must be established each year in January by the Kerr County Extension Office.
 - Kerr County Fair Association in the month of October.
8. To qualify for the “Not-for-Profit” rental rate, organizations must present, or have on file with the Reservation Agent a current Internal Revenue Service (IRS) 501c(3) or (6) designation. Qualifying as a “Not-for-Profit” organization does not automatically mean the organization is exempt from charges; it merely means the organization qualifies to be placed on the “Not-for-Profit” list to be considered by the Commissioners’ Court for a reduced rate. A current list of organizations that have been approved for a reduced rate can be found on the Kerr County website at www.co.kerr.tx.us. Reduced rates will apply only to the base rental rate for the Indoor Arena, Outdoor Arena, Exhibit Hall, Polo Field and the use of the Grounds.
 9. Rental rates may, from time to time, be adjusted by order of Kerr County Commissioners’ Court. The current rate schedule is listed on the Kerr County website at www.co.kerr.tx.us .
 10. Proof of current Comprehensive Commercial General Liability Insurance coverage for bodily injury, death, and property damage with limits of at least \$500,000 Per Occurrence / \$1,000,000 General Aggregate is required for all events scheduled at Kerr County facilities, naming Lessor and Lessee as insured parties under said policy. At least 10 working days before an event, a copy of such proof of insurance including a copy of a paid receipt for premium showing the effective dates of coverage must be on file with the Reservation Agent.
 11. For free use of a Kerr County Facility, the event must be:
 - An event(s) sponsored by the Hill Country District Livestock Show in the months of January and September;
 - Extension and 4-H events scheduled in January of each year by the Kerr County Extension Office;
 - Kerr County Fair Association annual County Fair;
 - A legally specified County duty, i.e., voting, condemnation, etc.;
 - Official Kerr County business as ordered by Commissioners’ Court;
 - Other events held by County Elected Officials or Departments requesting free use requires advance approval of Commissioners’ Court, and may not be scheduled more than 45 days before the event with the exception of a lawfully scheduled election.

If an event has more than one sponsor, the facility rental shall be determined by a calculation based upon the status of each sponsor and the percentage of benefits to be received by each sponsor from the event.

Examples:

- A “free user” and a recognized non-profit organization jointly sponsor an event with proceeds derived to be equally split between them. The rental is determined by having ½ of the rental charges being imposed under a “free user” status and the other ½ of the rental charges being imposed under a “non-profit” status.
- A commercial user, a “free user” and a recognized non-profit user combine to sponsor an event with proceeds from the event to be allocated as follows: ½ to the commercial user; ¼ to the non-profit user; and ¼ to the “free user”. The rental is determined by having ¼ of the rental charges being imposed on a “free user” status, ¼ of the rental charges being imposed on a “non-profit” status and the remaining ½ of the rental charges being imposed at the regular commercial rate.

Exceptions to this policy will be allowed only if Commissioners’ Court grants prior approval.

12. Prohibited Events are as follows:

- Stand-alone dances billed as “open to the public.”
- Dances, parties, “mixers” and initiations held by social fraternity or sorority organizations.
- Events not conforming to accepted community standards or any event that is scheduled that uses untrue or misleading information provided by the Lessee.

13. Alcohol Policy is as follows: Alcohol may be sold and/or served providing all Texas Alcohol and Beverage Control (TABC) laws and policies are adhered to, and the permit conspicuously posted. Additionally, the following rules also apply to the service of alcohol:

- Bottled beer and/or wine coolers must be served in plastic or styrofoam cups.
- The service of alcohol requires the presence of peace officers and this expense shall be borne by the Lessee.
- Liquor liability insurance must be obtained, at an additional cost to the Lessee, if alcohol is being sold at the event.

14. Catering Deposits. All caterers (food and beverage) doing business at the HCYEC shall be required to have a \$100 deposit on file with the Reservation Agent not less than ten (10) days prior to the event which will be used to cover any required clean-up which the caterer fails to perform, or as partial satisfaction for any damages occurring. Any HCYEC space and/or property used by caterers and bartenders must be left in the condition it was found on arrival. Cooking on the premises is allowed only with prior approval of the Reservation Agent.

15. Equipment Rental. Tables, chairs, electrical hook-ups, and horse stalls are available for rental only for on-premises use, unless otherwise authorized by Commissioners’ Court. This includes River Star Arts and Events Park. The rental rates are included in the current rental fee schedule. In the event Kerr County does not have adequate equipment suitable to the proposed use or to meet the needs of the Lessee, such equipment will be provided by the Lessee at their expense. Kerr County shall not be responsible in any manner for the care and keeping of Lessee’s equipment.

16. **Set up and Take down fees.** A fee of \$300.00 will be charged the Lessee for setting up or taking down the facility after the scheduled event. Major changes, after the initial set up, will incur an additional charge of \$150.00.
17. **Decorations.** The Lessee is responsible for their own safety and the safety of others associated with their event during the installation, display and removal of all decorations. Other rules that apply are:
- Decorations causing damage to floors, walls or other surfaces or structures are not permitted. This includes the application of tape, tacks, nails staples, etc. The Reservation Agent will advise the type of tape that may be used. A decoration plan must be pre-approved by the Reservation Agent before decorating can begin.
 - Use of ceiling structures requires prior approval of the Reservation Agent.
 - Use of water in decorations is allowed only by special arrangement and requires an additional \$100 deposit.
 - Candles may be used for decoration, but must be secured in an appropriate container.
 - Glitter and/or confetti are not permitted for use at an event.

18. **Security.** For any event that will utilize the facility after 9:00 PM or where alcohol is being served, Lessee shall provide at least one peace officer for security for each 100 persons in attendance, but in no event shall Lessee provide fewer than two (2) peace officers.

19. **Access to the facility.** Keys to the facility will not be given out to parties renting the facility. In the event that access is needed, prior to the rental date, the following rules will apply:

- Access will not be granted if it conflicts with any previously scheduled event.
- The Lessee shall reimburse Kerr County for any incurred costs due to labor or over-time paid to employees. The minimum fee will be \$25.00.

20. **Available Hours for events.**

- Hill Country Youth Exhibit Center and Arena: 7 a.m. to 11 p.m., Sunday through Thursday; 7 a.m. to midnight, Friday and Saturday.
- The Union Church: 8 a.m. to 11 p.m. Sunday through Saturday.
- Any event that exceeds the established hours of rental for a single day will be charged at the hourly rate for such additional time used.

NOTE: OTHER PROVISIONS GOVERN THE USE OF COUNTY FACILITIES. PLEASE READ CAREFULLY THE LEASE AGREEMENT, AS LESSEE WILL BE RESPONSIBLE FOR ADHERENCE TO THESE PROVISIONS.

ADOPTED BY KERR COUNTY COMMISSIONERS' COURT ON THIS 13th DAY OF OCTOBER, 2008