

**CITY OF SUGAR LAND**  
**INTER-DEPARTMENTAL POLICY AND PROCEDURE**

**POLICY NUMBER: DE - 102**

**Effective Date: 06/14/17**

**Sunset Date: 06/14/22**

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**TIRZ No. 4 Plaza Policy - Rules and Regulations**

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**PURPOSE**

Since the TIRZ No. 4 Plaza (Plaza) is a public space that is intended to be used for various purposes, including a gathering place for citizens, a place to hold public and private festivals, activities, events and celebrations, and a place to provide access to entertainment venues, this policy is enacted to allocate the space in the Plaza among potential competing users to ensure that there will be sufficient access to the Plaza for police, fire, and medical personnel in emergency situations, to provide for the orderly flow of pedestrian traffic in the Plaza, to protect and preserve property dedicated for public use, and to protect the public health, safety, and welfare of persons using the Plaza.

**BACKGROUND**

The Plaza was developed by the City of Sugar Land with funding from the Sugar Land Development Corporation, Hotel Occupancy Tax and the Sugar Land 4B Corporation to serve as a center for community, entertainment, and commercial activities within the area surrounding the Smart Financial Centre at Sugar Land. Serving as a City Destination Venue, this document is in place to ensure that the Plaza and its amenities provide a safe, healthy, and aesthetically pleasing environment.

The City Council has adopted the TIRZ No. 4 Plaza Ordinance No. 2084 to provide regulations for the use of the Plaza, and to ensure that the Plaza remains a safe, clean, and inviting area for public use.

**DEFINITIONS**

**Blackout Periods** – means those periods of time during which the tenant of the Smart Financial Centre of Sugar Land has exclusive use of the plaza as provided in its lease agreement with the City.

**City Produced Event** - means a Special Event in which the City is a participant in organizing, planning, or implementing.

**City Services** – means additional services (fire, police, EMS, traffic, etc.) required to protect the health, safety, and welfare of the public and arising as a direct result of a General Rental or Special Event.

**Commercial Purposes** - means an activity intended to promote or that results in a commercial transaction, other than a Solicitation.

**Confirmed Plaza Reservation** – means the Plaza Administrator has given the applicant definite confirmation for the date of interest and the applicant has adhered to any and all reservation requirements set by the Plaza Administrator.

**General Rental** - means the utilization of the plaza for the purpose of hosting an event which does not impact public property by exceeding the plaza's capacity or requiring additional City Services. By definition, General Rentals are not Special Events.

**Plaza Administrator** - means the person designated by the City Manager to administer and supervise operations, use, and maintenance of the Plaza as provided in this policy.

**Renter** - means the person or group in charge of a Special Event or General Rental and is responsible for all reservations, application submittals, and fee payments.

**Solicitation**- means to:

- (a) Request a donation of money or other thing of value from another person by the spoken, written, or printed word, or by other means of communication, for a commercial purpose, and includes providing a nominal or token gift in return for the donation; or
- (b) Sell or attempt to sell any item to another person for money or other thing of value, for commercial purposes.

**Special Event** – as defined in Ordinance No. 2065 means a unique activity, occurring for a limited or fixed duration, and having an impact to public property that impedes, obstructs, impairs, interferes or disrupts normal or usual use of City property, facilities, or right-of-way. Special Event includes activities originating outside of the City limits and entering into the City resulting in an impact to public property exceeding the established capacity of such property. The term does not include the rental of a park building or other city facilities that are available to the general public for rental on a regular basis unless that rental impacts a public property by exceeding its stated capacity or requiring additional City Services.

**Special Event Administrator** - means the person or department designated by the City Manager to administer the Special Event Ordinance No. 2065.

**Special Events Permit (or Permit)** – means the City's written authorization to hold a Special Event or Street Event.

**Street Performer** - means a person who engages in acting, singing, playing musical instruments, pantomime, mime, magic, dancing, artistry, or similar presentation.

**TIRZ 4 Plaza or Plaza** - is a City Destination Venue, which is property owned, leased or under control of the City, that is composed of real property consisting of approximately 2.552 acres of land and described as Reserve "B" in the City of Sugar Land 38 Acre Tract Plat recorded in the Real Property Records of Fort Bend County under Clerk's File No. 2012139990. Located adjacent to the City's performing arts venue – the Smart Financial Centre at Sugar Land.

**POLICY**

As the City continues to grow its reputation as a premier destination City, this policy aims to protect, preserve & promote the safety and welfare of the general public for all activities occurring on the Plaza.

**PROCEDURE****PLAZA ADMINISTRATOR DUTIES AND LIMITATIONS**

The Plaza Administrator has general management and operational duties relating to the use of the Plaza as outlined in TIRZ No. 4 Plaza Ordinance No. 2084.

**Right of Entry.** The Plaza Administrator and appropriate City of Sugar Land employees may enter into and inspect any portion of any building, structure, or enclosure that is placed or used within the Plaza at any time.

**Closing the Plaza.** The Plaza Administrator may temporarily close or limit access to all or part of the Plaza based on weather, repairs, construction, safety concerns, malfunctions, maintenance or similar natural or manmade conditions that could endanger Plaza users by posting written notice of the closing at the location of the closing, and informing the Special Event Administrator, who will have the right to override the closure if necessary.

**Restrictions on Plaza Administrator.** In exercising the powers and duties granted to the Plaza Administrator under TIRZ No. 4 Plaza Ordinance No. 2084, the Plaza Administrator may not impose any condition or take any administrative action:

- (1) That takes into account the message, speech or viewpoint of a Renter, person, or group using or wishing to use the Plaza for the exercise of constitutionally protected speech. However, the Plaza Administrator may impose conditions on activities, including the time, manner, and place that protected speech may be expressed, if the conditions are: (a) content neutral; (b) narrowly tailored to serve a significant governmental interest; and (c) leave open ample alternative channels of communication for the information sought to be disseminated. (Example: The Plaza Administrator cannot prohibit messages that may be "unpopular", but may restrict all "speakers" to part of the Plaza that will not significantly impede pedestrian traffic).
- (2) That the Plaza Administrator determines, based on the advice of legal counsel, would violate the establishment clause of the United States Constitution or the comparable provision of the Texas Constitution.
- (3) That favors the exercise of activity for purely Commercial Purposes over the exercise of constitutionally protected free speech that is not for purely Commercial Purposes. (Example: Plaza Administrator allows a company to temporarily set up a table in the Plaza to sell cell phones, but refuses to allow a person to temporarily set up a table to distribute or sell religious materials).

**GENERAL REGULATIONS**

**Noise Regulations.** Noise amplification for the Plaza are outlined in the Special Event Ordinance No. 2065.

**Public Art Displays.** The TIRZ No. 4 Plaza contains several public art displays. No food or beverages may be served within 10 feet of the displays. Those using the Plaza, via Special Event or General Rental, are prohibited from touching or hanging anything on the displays. The Plaza Administrator and the Special Event Administrator must report any damages of the public art displays to the City's Cultural Arts Manager immediately.

**Motor Vehicles.** It is unlawful for any person to knowingly drive or operate a motor vehicle in the Plaza unless it is a City vehicle, emergency vehicle, repair or maintenance vehicle, or other vehicle authorized by the Plaza Administrator, or as permitted through the Special Event Permitting process.

Motor vehicles are allowed in the Plaza for display purposes only. Vehicles need to be parked with blocks and absent of keys. Security of the vehicle(s) is the user's responsibility. Appropriate vehicle mats must be placed under engine area to protect from leak(s) of vehicle fluids. Motor vehicles are prohibited from being displayed on or near the fountain area and/or within 10 feet of planted trees.

**Use of Non-Motorized Equipment.** The use of skateboards, scooters, roller blades, roller skates or other such non-motorized equipment, devices or vehicles designed or used for recreation or locomotion are prohibited within the Plaza unless otherwise allowed under a Special Event Permit or General Rental Confirmed Plaza Reservation. This restriction shall not apply to strollers and carriages for use by infants and young children and wheelchairs for use by elderly or injured individuals or handicapped persons.

**Camping.** Camping in the Plaza is prohibited except as authorized under a Special Events permit.

**Structures and Displays.** It is unlawful for any person to place or maintain an unattended display in the Plaza. For purposes of this provision, an unattended display means any item, including a picture, statue, symbol, or similar item, that is intended to serve or be seen as a visual depiction or expression of an idea where the person responsible for the placement or maintenance of the display is not in attendance or in close proximity to the item displayed. The Plaza Administrator, or any City employee serving in their official capacity may remove any display that violates this provision and is not financially responsible for the disposal. The prohibition of this paragraph does not apply to an unattended display that is required by or placed by the City or other governmental entity for a governmental purpose.

The Plaza Administrator or Special Event Administrator must be notified about the placement of tables, chairs, booths, easels, or any other moveable structures located in the Plaza. If necessary, the Plaza Administrator will determine appropriate placement of such structures to provide for the safety of the public.

**Signage Requirements.** All signs must comply with the City of Sugar Land's ordinances regulating signs. A person may not affix any poster, sign, or anything to the Plaza pavers, trees, shrubs, fountain, light posts, fixtures, furniture, steps, fence, street signs, or

monuments in the Plaza except as authorized by the Plaza Administrator.

**Food and Beverages.** It is unlawful for any person to sell food or beverages in the plaza with the exception of events under a Special Events permit, a General Rental Reservation, a Blackout Period, or a City Produced Event, or as allowed by rules adopted pursuant to the Special Events Ordinance or this policy.

Food and drinks may not be distributed in glass (plates, cups, bowls, etc.), unless there has been prior approval by the Plaza Administrator or Special Event Administrator.

**Sale or Distribution of Alcoholic Beverages.** The Plaza Administrator may authorize the sale of alcoholic beverages at an authorized Special Event if the Special Event Administrator is satisfied that the necessary security and other services arranged for the Special Event are sufficient to protect the public and complies with State law.

**Smoking.** Smoking is allowed in the TIRZ 4 Plaza during Blackout Periods, a Special Event, or a General Rental, as defined in Section 5-526 in the TIRZ No. 4 Plaza Ordinance No. 2084, only if the city council has adopted a resolution allowing smoking during the event or activity.

**Commercial Vendors and Activities.** A person may not use the Plaza for purely Commercial Purposes except where approved in conjunction with activities authorized under a Special Events Permit or General Rental reservation or to support an authorized activity that is not for Commercial Purposes, or when conducted under City authority. The Plaza Administrator will require a list of all vendors prior to the designated event.

**Solicitation.** In general, Solicitation is not allowed unless approved in advance by the Plaza Administrator or is being conducted in relation to an approved Special Event. The Plaza Administrator will regulate Solicitation in the Plaza to provide for the free flow of pedestrian traffic, provide access by emergency personnel or vehicles, or provide for the public health, safety and welfare of the users of the Plaza.

**Speakers and Expressive Activities.** The Plaza Administrator may designate a fixed location within the Plaza where speakers and persons engaged in expressive activities may locate during a Special Event, General Rental, or Blackout Period. If the Plaza Administrator determines that there is no appropriate place within the Plaza for speakers and persons engaged in expressive activities to remain during a Special Event, General Rental, or Blackout Period, the Plaza Administrator will request that speakers and persons engaged in expressive activities remain outside of the Plaza, on the sidewalks and other public areas surrounding the Plaza.

**Street Performers.** Street Performers shall not be allowed unless approved in advance by the Plaza Administrator or is being conducted in relation to an approved Special Event, General Rental, or City Produced Event.

**Open Fires.** Open fires of any type are prohibited unless Renter has received prior written approval from the Plaza Administrator and has obtained a Special Event Permit, in addition to any other type of permit. The Renter will be solely responsible for securing any

additional City Permits at the Renter's expense. The Renter is responsible for damage caused by open flames including but not limited to turf.

**Pets in the Fountain.** It is prohibited for any person to knowingly allow an animal, belonging to them or otherwise under their care, custody, or control, to bathe in, drink from, or pollute any fountain on the Plaza.

### RESERVING AND SCHEDULING

**Available Hours for Reservations.** The Plaza is available to be reserved from 7 a.m. to 10 p.m. Sunday through Thursday and 7 a.m. to 11 p.m. Friday through Saturday except during City of Sugar Land holidays (unless Plaza Administrator grants prior approval), or the Blackout Period. The Blackout Period is currently scheduled beginning four (4) hours before the starting time of a scheduled event at the Smart Financial Centre at Sugar Land and ending four (4) hours after the conclusion of a scheduled event at the Smart Financial Centre at Sugar Land.

**Booking Priority.** Plaza Administrator will follow the following booking priority when securing the Plaza:

- (1) City sponsored events may be reserved at any time.
- (2) The operator of the Smart Financial Centre can begin reserving the Plaza at any time fulfill the stipulations of the lease agreement, or 18 months in advance to conduct a Special Event or General Rental.
  - a. Pursuant to the lease agreement for the Smart Financial Centre at Sugar Land, the operator of the Smart Financial Centre shall not charge for their use of the Plaza.
  - b. The operator of the Smart Financial Centre shall follow the specified ordinances, policies, fees mandates and permitting needs for use of the Plaza for Special Events and General Rental
- (3) All other Special Events and General Rentals can be reserved no more than three (3) months in advance.
  - a. Latest reservation opportunity for a Special Event is forty-five (45) days prior to the event date.
  - b. Latest reservation opportunity for a General Rental is 15 business days.

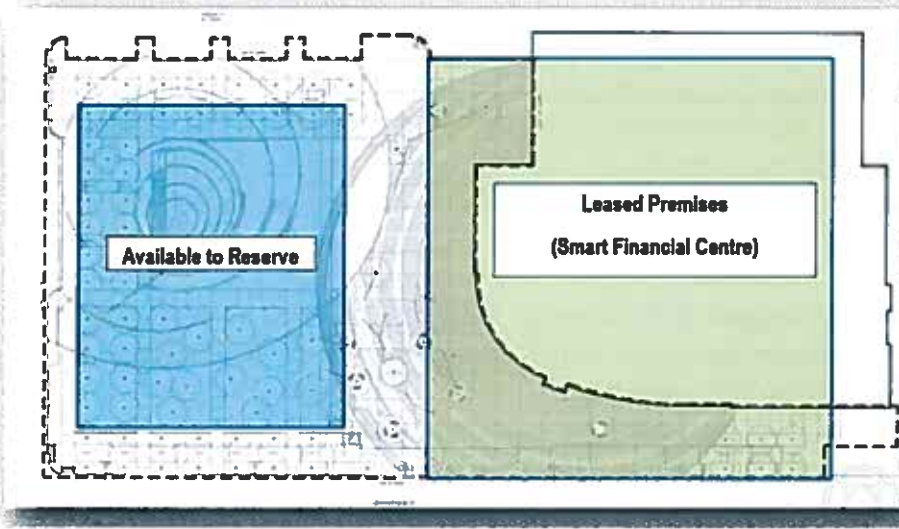
### **Other Reservations and Scheduling Rules.**

- Renter must contact the Plaza Administrator to confirm dates of availability for the Plaza. The Plaza reservations are handled on a first-come, first-served basis within booking priority.
- Renter must be 21 years of age or older.
- The person signing the Special Event permit application or reservation request form must handle all transactions, inquiries, and changes.
- With the exception of the City and the operator of the Smart Financial Centre, a person or organization may not reserve the plaza for a Special Event or General Rental for more than 2 times per calendar year and no more than a total of 14 days.

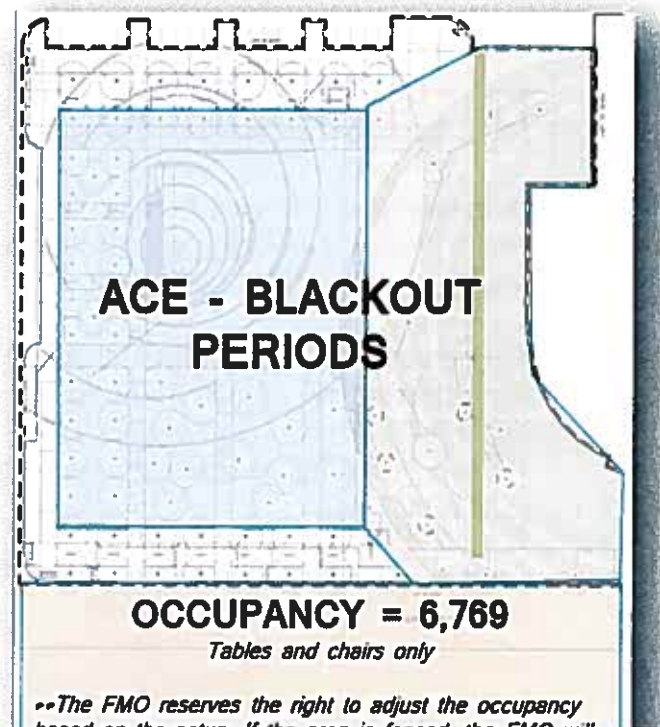
**Rentable Space.** For non-City Produced events or events not programed by the Smart Financial Centre operator, the Plaza will be reserved on a first come, first served basis). The image below depicts the available area to be reserved. Plaza restrooms and fountain will



remain open during Special Events and General Rentals not programmed by the City of Sugar Land nor the Smart Financial Centre's operator. Additionally, the perimeter sidewalks are to remain open so that patrons of the Smart Financial Centre can access the building.



**Plaza Capacity.** For events not programmed within the Blackout Period, the Plaza capacity is capped at 2,786 for event setup that does not require more than tables and chairs. For events within the Blackout Periods, where setup does not exceed tables and chairs, the capacity is capped at 6,400. The difference is due to the availability of additional property at the Smart Financial Centre that exists during the Blackout Period (see image below; green line denotes leased premises from public plaza space).



**USE OF THE PLAZA FOR A SPECIAL EVENT**

**Site.** Prior to a Special Event or the issuance of the Special Event permit, the Plaza Administrator must review and approve site set up. No changes may be made to the site without review and prior approval of the Plaza Administrator.

No portions of the sidewalks, entries, passage, or ways of access to public utilities of the premises will be obstructed, or caused to be obstructed by user, or caused or permitted to be used for any purpose other than ingress or egress to and from the Plaza. The Fountain will be utilized and no litter, rubbish, rags, papers or other substances will be thrown therein. User will pay for any damage resulting on account of any misuse of any portion, facility or equipment owned or rented by the Plaza Administrator.

**Confirmed Plaza Reservation Required.** Pursuant to TIRZ No. 4 Plaza Ordinance No. 2084, it is unlawful for any person to knowingly conduct a Special Event, other than a City Produced Event, in the Plaza without first receiving a Confirmed Plaza Reservation.

**Special Events Permit Required.** Pursuant to Special Events Ordinance No. 2065, it is unlawful for any person to knowingly conduct a Special Event, other than a City Produced Event, in the Plaza without first receiving a permit.

**Special Events Permit Conditions.** The Special Event Administrator, in conjunction with the Plaza Administrator, may impose reasonable conditions on a Special Events Permit to ensure compliance with Special Events Ordinance No. 2065, this policy and the safety of attendees and the public. The permit issued shall contain in writing all the conditions and requirements that apply to the Special Event as outlined in the Special Event Ordinance No. 2065.

**Special Events Permit Procedures.** Pursuant to Special Event Ordinance No. 2065, the Renter must complete and submit to the Special Event Administrator the application for the Special Event Permit. The application must be signed by the person or persons responsible for the Special Event and must follow the steps stipulated in the Special Event Ordinance No. 2065.

**Special Events Permit Decision.** Decisions on Special Events Permits are outlined in the Special Event Ordinance No. 2065. If approved, the Renter must pay full damage deposit, rental fees and City Services fees at least ten (10) business days prior to event start date.

**Denying Special Events Permit.** The Special Event Administrator reserves the right to grant a permit unless one of the provisions identified in the Special Event Ordinance No. 2065 is found.

**Notice of Denial of Permit.** If the Special Event Administrator refuses to issue a permit for a Special Event, the Special Event Administrator will give written notice of the denial to the Renter as soon as is reasonably possible after the decision is made to deny the permit. The notice will specify the reasons for the denial and what steps must be taken, if applicable, to receive a permit.

**Appeals from Denial or Revocation.** A Renter may appeal a permit denial as outlined in the Special Event Ordinance No. 2065.



**USE OF THE PLAZA FOR A GENERAL RENTALS**

**Site.** Prior to a General Rental, the Plaza Administrator must review and approve site set up. No changes may be made to the site without review and prior approval of the Plaza Administrator.

No portions of the sidewalks, entries, passage, or ways of access to public utilities of the premises will be obstructed, or caused to be obstructed by user, or caused or permitted to be used for any purpose other than ingress or egress to and from the Plaza. The Fountain will be utilized and no litter, rubbish, rags, papers or other substances will be thrown therein. User will pay for any damage resulting on account of any misuse of any portion, facility or equipment owned or rented by the Plaza Administrator.

It is unlawful for any person to knowingly conduct a General Rental, other than a City Produced Event, in the Plaza without first receiving a reservation confirmation.

**Reservation Process.** A person seeking a reservation for a General Rental in the Plaza must file a reservation request with the Plaza Administrator on the form provided for that purpose. The form must be signed by the person or persons responsible for the General Rental reservation and must include the following information:

- (1) A description of the General Rental and the number and types of activities planned;
- (2) The date and time of the General Rental;
- (3) The number and types of vendors that will be present;
- (4) The number of people expected to attend;
- (5) Whether a sound system will be used, and if so, the period of time and maximum volume at which it will be operated;
- (6) Whether a stage will be erected in the Plaza;
- (7) The arrangements that will be made for restroom facilities, and other services or facilities to support the General Rental;
- (8) Whether there will be a charge for the General Rental and the basis upon which persons may or may not be admitted to the General Rental if other than a charge;
- (9) Any other information the Plaza Administrator determines will be necessary to evaluate the form and determine whether it meets the requirements of this article or whether it is classified as a Special Event, and if so adherence to the Special Events Ordinance No. 2065.

**Reservation Confirmation.** The Plaza Administrator will confirm reservations requests as promptly as possible after the Renter has provided all the information required by the form and in and manner required, but in no case, later than ten business days after the date a complete form is submitted. The Plaza Administrator will grant a written, Confirmed Plaza Reservation unless the Plaza Administrator finds one or more of the following exists:

- (1) The form submitted is not sufficient or complete, provides false information, does not comply with this division or a rule adopted thereunder, or was not submitted with any required documents, fees or deposits;

- (2) The Renter has failed to arrange or provide for adequate parking, trash cleanup, or other arrangements to ensure that the General Rental will be safe, secure and healthful for the participants thereof;
- (3) The Plaza Administrator previously received a fully completed form for a Special Event, General Rental or a request for a City Produced Event, or other event for the same date for which a reservation request has been or will be granted and there is insufficient Plaza space to accommodate both events;
- (4) The Renter has requested a reservation during a Blackout Period;
- (5) The Renter has held a prior Special Event or General Rental for which the Renter failed to comply with a requirement, failed to pay any required fees, charges, or deposits, failed to comply with all the conditions of the reservation or special event, failed to pay for or remedy damage incurred to public property, created a dangerous condition or situation, failed to comply with reasonable requests of the Plaza Administrator or his agents, or otherwise violated the purpose or intent of this article;
- (6) The General Rental will not comply with this policy, City ordinances, rules adopted hereunder, state or federal laws or regulations, or a reasonable condition imposed by the Plaza Administrator for issuance of a reservation confirmation;
- (7) There is insufficient space within the Plaza to accommodate the General Rental. (Example: A corporate event that could be expected to attract more people than the Plaza could safely accommodate);
- (8) The proposed use would present an unreasonable danger to the health or safety of the Renter, General Rental attendees, or other users of the Plaza. (Example: A Renter wants to hold go-cart races in the Plaza);

**Fees Due.** If reservation request is approved, the Plaza Administrator will advise the Applicant about Plaza usage fees due. Within seven (7) business days, the Renter must sign the reservation confirmation and pay the deposit 50% of the Plaza Usage fees and 100% of the refundable security/damage deposit. The remaining balance is due no less than thirty (30) business days prior to the event.

**Receipt of Reservation Confirmation.** Unless the reservation confirmation is returned (without modification) to the Plaza Administrator within the seven (7) business day period along with deposits as set forth herein, there is no binding obligation on the Plaza Administrator and no confirmation of the General Rental.

**Conditions.** The Plaza Administrator may impose reasonable conditions on a General Rental to ensure compliance with this policy and the safety of attendees and the public. The reservation confirmation issued will contain in writing all the conditions and requirements that apply to the General Rental.

**Notice of Denial or Revocation of Reservation.** If the Plaza Administrator refuses to issue a reservation confirmation for a General Rental or revokes a reservation for a General Rental after it is issued, the Plaza Administrator will give written notice of the denial to the Renter or notice of revocation to Renter as soon as is reasonably possible after the decision is made to deny or revoke the reservation. The notice will specify the reasons for the denial or revocation and what steps must be taken, if applicable, to receive a reservation confirmation or reinstate the revoked reservation.

**Other Reservation Criteria.**

- (1) Approved General Rentals may not be transferred, assigned or renewed.
- (2) Renters are responsible for obtaining all necessary permits, licenses and approvals required under any federal, state or city laws, ordinances, rules or regulations, and to produce evidence of such approvals and permits.
- (3) The Renter is required to be present at the Plaza and available to the Plaza Administrator or designee during the rental.

**CONDITIONS FOR USE OF PLAZA FOR SPECIAL EVENTS OR GENERAL RENTALS**

Any person authorized to use the Plaza under a Special Events Permit, General Rental, or other authorization must comply with the following conditions:

**Electrical and Water Services.** Renter wishing to use electrical and/or water services must make arrangements with the Plaza Administrator at least thirty (30) business days in advance. The Plaza Administrator has the sole right to arrange or approve all installations and hook-ups for electrical and water service.

**Removal of Property.** Renter must remove all equipment, glasses, dishes, food, and any other items from the Plaza promptly after the conclusion of the Special Event or General Rental or in the time agreed to with the Plaza Administrator.

**Trash Removal and Cleaning.** Renter must promptly remove and properly dispose of all trash from the Plaza at the end of the use, and if required by the Plaza Administrator, wash or clean the Plaza to remove residue of any food or beverage resulting from the Special Event or General Rental. If the Renter fails or refuses to comply with the cleaning requirements to the satisfaction of the Plaza Administrator, the Plaza Administrator may arrange for removal of trash and cleaning of the Plaza and deduct the cost thereof from the user's deposit, if any. If the deposit fails to cover all the cost of trash removal or cleaning, the user must pay the additional costs to the Plaza Administrator upon demand.

**Fencing/Barricades.** Any placement of fencing or barricades on the Plaza must be approved by the Plaza Administrator to assure it meets safety and aesthetic parameters.

**Security.** Sugar Land Police (SLPD) will be the initial provider of security services for the Plaza if resources are available. If SLPD resources are not available at the time of the Special Event or General Rental, SLPD will approve the security agency or seek to outsource the security services needed.

**Violations of Special Events Ordinance.** Pursuant to City Ordinance No. 2065 (Special Events), any person found guilty of violating the ordinance and the corresponding permit conditions can be fined not less than \$200.00 and no more than \$500.00 for each offense.

**Weather.** If in the opinion of the Plaza Administrator or Special Event Administrator, weather conditions will jeopardize the safety of participants, vehicles or the general condition of the Plaza, the Plaza Administrator may cancel a Special Event or General Rental no more than 72 hours before the event date and the user will notify appropriate

parties immediately. All cancellations of a scheduled Special Event or General Rental done by the Plaza Administrator must be submitted in writing to the event producer, return receipt requested. In the instance there are no available dates to reschedule the event, the Plaza Usage Fees will be refunded in full, along with the Refundable Cleanup Deposit, within thirty (30) business days. The Plaza Administrator or City is not liable for any costs, loss, or damages because of the cancellation of a Special Event or General Rental due to weather.

**Insurance and Indemnity.** For any Special Event or General Rental, the Renter must furnish the City with a certificate of insurance complying with standards established by the City's Risk Manager. The City retains the right to lower, waive, or increase the public liability insurance limits based on various standard risk elements.

Pursuant to City Ordinance, insurance must include property, bodily injury, and municipal liability coverage. The City and the operator of the Smart Financial Centre must be named as an additional insured on all policies, except Workers' Compensation and all policies shall provide a Waiver of Subrogation in favor of the City of Sugar Land. Insurance shall be written by a company licensed in Texas and written by a company with AM Best Rating of B+ VII or better. Insurance policies shall not be cancelled or modified without written notice to the City. Certificates of insurance for all of the above insurance policies shall be furnished to the City of Sugar Land on an "occurrence" form only.

Renter has the right to show cause why the insurance requirement should be reduced or waived, and to present such request in writing to the Plaza Administrator. Upon receipt of the request, the Plaza Administrator and Risk Manager will review the request and respond to the applicant within ten business days from the date the request was received. If a mutually agreeable insurance limit cannot be agreed upon, the reservation request or Special Event permit will be considered denied.

**Indemnification.** Renter and any other persons on whose behalf the application is made must agree in writing that they will, indemnify and hold the City and its employees, vendors and contractors, harmless against liability for any and all claims, judgments and associated legal expenses and costs and for claims and litigation arising out of the Special Event or General Rental including, but not limited to, those for damage to property or injury to or death of persons. The agreement shall be in a form approved by the City attorney.

**Americans Disabilities Act.** Special Events or General Rentals conducted on public property must comply with the Americans with Disabilities Act (42 USCA Sec. 12101 Et. Seq.). All public events must be physically and programmatically accessible to persons with disabilities.

**Compliance with Laws.** Renter will comply with all laws and regulations of the United States, the State of Texas, all ordinances of the City of Sugar Land, and these regulations.

**Food Trucks.** Food trucks that have obtained an annual food truck license are permitted to sell food in a designated location identified by the Plaza Administrator. Food trucks are not permitted during a City Produced Event, Special Event, General Rental, or during a Blackout Period, unless the City, Renter or the operator of the Smart Financial Centre has intentionally designated specific food trucks participation for a Special Event, General Rental or use of the Plaza by the operator of the Smart Financial Centre.

Food truck vendors will be able to contact the Parks & Recreation Department to reserve slots to park and serve at the following days at the designated time frame:

- Weekdays, 5:00pm-9:00pm\*
- Weekends, 11:00am-3:00pm\*
- \*Exception for any time and day of the week, during a Blackout Period.

**Parking.** The Plaza Administrator will secure signage outlining parking protocols including but not limited to the clarification that the parking lot adjacent to the Plaza is available for public use at all times except during a Blackout Period.

The operator of the Smart Financial Centre will allow a minimum of 100 parking spots to be utilized at every Special Event, City Produced Event, and General Rental.

**Fountain.** The Fountain will serve two functions:

- (1) A splash-pad water feature will be programmed on a daily basis operating between April 15 to October 15 from 8 a.m. to 4 p.m. with the exception of non-holiday Mondays until 12 p.m. the Fountain will be closed for maintenance and during a Blackout Period.
- (2) Four (4) water shows will be programmed that will incorporate lighting elements and will run throughout the year during the evenings as described below.

**Water Shows.** The Plaza Administrator will pre-set four (4) water-shows that will incorporate the lighting elements of the Fountain synchronized with water display. The water shows will be programmed nightly to occur, beginning at 5:30pm, 6:30pm, 7:30pm and 8:30pm, unless it conflicts during a Blackout Period, a Special Event or General Rental. The operator of the Smart Financial Centre reserves the right to determine the display of the water shows during a Blackout Period.

#### FEES, CHARGES AND DEPOSITS

**Fees and Deposits.** Pursuant to TIRZ No. 4 Ordinance No. 2084 and Fee Ordinance, the Plaza fees are as follows:

- (1) **Plaza Usage Fee.** \$100 per hour for Special Events and General Rentals that are free and open to the public (including, but not limited, to concerts and other entertainment gatherings, public functions, etc.); \$200 per hour for Special Events and General Reservations that have an admission charge and/or are not open to the public. No usage fees are required for events existing within the Blackout Period.



- (2) **Refundable Cleanup Deposits.** For Special Events or General Rentals deposit rates will be:

<u>Attendance</u>	<u>Setup</u>	<u>Deposit Rate</u>
0-100 people	No more than Tables and Chairs	\$0
0-500 people		\$500
500 – 6,400 people		\$1,000

The applicable deposit is due no later than seven (7) business days before the use of the Plaza. The deposit may be used to clean up, or repair damage caused to, the Plaza during a Special Event or General Rental if the renter fails to clean up or repair any damage to the Plaza. Any partial deposit refunds shall be returned within thirty (30) business days following the completion of the clean-up or damage repair. The full deposit shall be returned within thirty (30) business days following the Special Event or General Rental if the renter has cleaned up the plaza as required and no damages are incurred.

The refundable cleanup deposit, paid by the Smart Financial Centre operator, will continue to roll over to the next event(s) should there be no damages following the event(s) taking place in the Plaza during the Blackout Period. Any funds left over at the end of the fiscal year will be refunded to the Smart Financial Centre operator within thirty (30) business days.

- (3) **Multi-Day Usage Fee & Deposit.** The Plaza may be reserved for multiple days for a Special Event or a General Rental. The maximum hours the Plaza can be utilized within the multi-day rental are the operational hours for the specific day(s). The Plaza Usage fee would be calculated by the operational hours multiplied by the necessary hourly usage fee. The deposit would be required for each day the Plaza is reserved for the Special Event or General Rental.

**Cancellations.** All cancellations of a scheduled Special Event or General Rental must be submitted in writing with certified mail / return receipt requested. The cleanup deposit will be refunded in full. The Plaza Usage Fee will be refunded based upon the following schedule:

- At any time if cancelation is due to a lease allowed event or usage of parking: 100% of Plaza Usage Fees
- At least 45 days prior: 100% of Plaza Usage Fees
- 44 - 7 days prior: 50% of Plaza Usage Fees
- Less than 7 days: No refunds

Rain dates must be reserved and paid for as an additional day. In case of rain on the scheduled Special Event or General Rental date, refunds will not be issued.

Cancellations determined by the Plaza Administrator or Special Event Administrator are exempt from this section.

**PLAZA AND FOUNTAIN MAINTENANCE AND REPAIRS**

The Plaza Administrator will assure maintenance and repairs for the Plaza on an ongoing basis as follows:

- a) *General Maintenance and Repairs.* Through the Parks and Recreation Department, the Plaza Administrator will perform any necessary maintenance of the Plaza during the day or overnight as needed. Additionally, Plaza Administrator is responsible for the general upkeep and all necessary repairs to maintain the Plaza in a safe and aesthetically pleasing condition.
- b) *Restrooms.* Plaza bathrooms will be cleaned seven (7) days a week by a third-party contractor after Plaza closing. Spot checks will be completed by Parks and Recreation Department.
- c) *Clean Up.* Trash pick-up will be performed by a third-party contractor and spot checked by Parks and Recreation Department.
- d) *Pressure Washing.* Pressure washing will occur eight (8) times per year by a third-party contractor, as established by the Parks and Recreation Department. Spot pressure washing will be completed by Parks and Recreation Department on an as-needed basis.
- e) *Landscaping.* Landscaping and mowing will be completed on a 48 cycle per year basis (48 out of 52 weeks per year), as established by the Parks and Recreation Department.
- f) *Pest Control.* Any pest control service needs will occur on a monthly basis as established by the Parks and Recreation Department.
- g) *Fountain Maintenance and Repairs.* Through the Parks and Recreation Department, the Plaza Administrator will perform any necessary maintenance of the Fountain as needed. Additionally, Parks and Recreation Department is responsible for the general upkeep and all necessary repairs to maintain the Fountain in a safe and aesthetically pleasing condition. During the Fountain's daily operating season (between April 15 and October 15), the Fountain will be closed on any non-holiday Mondays until Noon for general maintenance. The Fountain will be closed for an entire week in either October or November to perform thorough end of season maintenance. The Fountains will be closed for an entire week in early April for seasonal startup maintenance and operation checks.
- h) *Fountain Water Testing.* The Parks and Recreation Department will test the Fountain water seven (7) days a week during the Fountain Operational Season, as mandated by the State.

**FINES**

Any person found guilty of violating TIRZ No. 4 Ordinance No. 2084 will be fined not less than \$200.00 and no more than \$500.00 for each offense.

