



RESOLUTION NO. 2017-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ADOPTING REVISED RENTAL POLICY FOR THE FARMERS BRANCH HISTORICAL PARK; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, to address changes in program offerings and the types of events for which people desire to rent the facilities at the Farmers Branch Historical Park, City staff has proposed revisions to the rental policies for the Farmers Branch Historical Park;

WHEREAS, having considered the proposed revisions, the City Council of the City of Farmers Branch finds it to be in the public interest to adopt the proposed revisions to the rental policy for the Farmers Branch Historical Park:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS THAT:

SECTION 1. *The Rental Policy for the Farmers Branch Historical Park* set forth in Exhibit “A”, attached hereto and incorporated herein by reference, is hereby adopted as an official policy of the City of Farmers Branch.

SECTION 2. The City Manager is hereby authorized to implement and enforce the policy adopted pursuant to Section 1.

SECTION 3. This resolution shall become effective immediately upon its approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 21ST DAY OF MARCH, 2017.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:3/14/17:84405)

RENTAL POLICY

Revised and Farmers Branch City Council Approved:



FARMERS BRANCH
Historical Park

www.fbhistoricalpark.com

**City of Farmers Branch
Rental Agreement
Historical Park Use Agreement**

Introduction: The Farmers Branch Historical Park is an open air museum operated by the City of Farmers Branch as a division of the Parks and Recreation Department. We appreciate your consideration of our facility for your event. Please keep in mind that our primary function as a museum is to educate the general public about the history of Texas, Peters Colony, and Farmers Branch. In planning your function, we hope you will explore our rich history and have a most successful event.

We are pleased to offer the 1890s Church, 1937 Dodson House, Gazebo, Commercial Kitchen, and grounds for the use and pleasure of those renting these facilities. Rental of these buildings or grounds does not mean exclusive use of the entire Historical Park.

We encourage events that are consistent with the variety and beauty of the site. In recognition of the fragile and irreplaceable nature of the structures at the museum, we believe that sensible rules are appropriate to ensure the continued protection of the museum and its historic structures.

Reservations will be taken up to three (3) years in advance. While every step will be taken to ensure there will be no conflicts between City and private events; City events will take priority.

Hours:

Monday – Friday 8:00 a.m.-6:00 p.m.
Saturday & Sunday Noon-6:00 p.m.

Events will not be scheduled before 8:00 a.m. and will end no later than 11:00 p.m.

Park Closed:

New Year’s Day, Easter, Thanksgiving, Christmas Eve and Christmas Day

Please make an appointment to view structures or submit paperwork.

GENERAL REGULATIONS

**DEPOSIT(S)/
RENTAL FEES**
(see page 9)

Security deposit(s) and rental fees are due at the time of reservation. Reservations will be confirmed when security deposit(s) and rental fees have been paid and all rental paperwork, including proof of signed contract with a Farmers Branch hotel/motel usage, if applicable, is complete.

The security deposit(s) and rental fees are deposited. Security deposits are refundable seven (7) to fourteen (14) working days after the scheduled reservation and/or when all conditions of the contract are met—non-damage to museum property, cleaning, trash removal, decorating requirements, and rental equipment removal. All refunds are subject to the final discretion of the Historical Park Superintendent.

CANCELLATION

If the rental agreement is canceled in writing thirty (30) days or more in advance, the security deposit(s) and rental fees are refundable. If written notice is received less than thirty (30) days prior to the event, the security deposit(s) and all rental fees can be forfeited.

If paying by check and the check is returned (insufficient funds), reservations will automatically be canceled. The check writer will be held liable for non-sufficient fund charges in accordance with current City policy.

**HOTEL/MOTEL
CANCELLATION**

If hotel/motel rooms have been canceled, the reservation is automatically canceled and the above stated cancellation process becomes effective. It is the responsibility of the renter to notify Historical Park staff in writing if a change in hotel/motel selection has occurred.

LIABILITY

All renters agree to pay for any damage done to the museum, including grounds or furnishings, by themselves, their guests, caterers, or employees during or pertaining to their rentals. Should damage occur, notification will be given to the renter as soon as repair/replacement and/or cleanup costs have been determined. If replacement, repair and/or clean up by Historical Park staff is required, the renter will be financially responsible for the cost of the replacement, repair and/or clean up not covered by the deposit(s). The City of Farmers Branch is not responsible for anyone injured on the premises, personal property left on the site, or rental equipment. For the safety of your guests and visitors to the museum, aircraft such as helicopters, hot air balloons, etc. will not be allowed to land or take off from the property without the written approval of the Director of Parks and Recreation.

ALCOHOL

Alcohol may be consumed during Historical Park reservations and at designated special events with written approval of the Director of the Parks and Recreation Department (see Permit for Service of Alcoholic Beverages). The following guidelines must be adhered to:

- The deposit required by applicable rental policies shall be doubled for events for which the Director has issued a Permit for Service of Alcoholic Beverage.
- Alcoholic beverages shall be brought to the Historical Park and served ONLY by approved vendors.
- Alcoholic beverages cannot be brought to the Historical Park by an individual(s) or event sponsor for personal consumption, even for ceremonial purposes; provided, however, a single bottle of champagne, wine, or other alcoholic beverage may be brought by the wedding party to a wedding event for which a Historical Park reservation has been made solely for a toast between the bride and groom. This does require written permission of the Director, and intent to conduct such a ceremonial toast must be indicated on the rental information.
- The renter shall be responsible for ensuring that intoxicated individuals are not served additional alcohol beverages.
- Consumption/service of alcoholic beverages will only be allowed in a specified area defined in the permit issued by the Director.

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**ALCOHOL
CONTINUED**

• The Director shall have the authority to require one or more off duty Farmers Branch Police Officers (or, if insufficient number of Farmers Branch Police Officers are available, one or more law enforcement officers, as approved by the Farmers Branch Police Department, with a current TCLEOSE certificate), as determined by the Director based on anticipated attendance at the event. Attendance exceeding the anticipated amount may require additional Police Officers and will be at the discretion of the Police Officer working the event. The cost of such officers shall be solely the expense of the renter.

SMOKING

Smoking may take place outside and at least 20 feet from any structure or wooded area. Fireplaces may not be used.

**CLIMATE
CONTROL**

While our structures are climate controlled, there are limitations due to the age of each structure. Staff will attempt to make you as comfortable as possible within the acceptable range of temperature for that structure and in consideration of contributing factors. **Tampering with thermostats will forfeit the right to receive a security deposit(s) refund.**

DECORATIONS

Interior furnishings (including pews, equipment, displays, sofas, tables, chairs, pianos, organs, wall decorations) may not be re-arranged or used outside the rental structures. **The use of tacks, staples, tapes, or adhesives of any kind is prohibited.** Floral wire and/or ribbon are permitted as long as no nails or tacks are attached to structures or furnishings. The renter is responsible for leaving the museum in its original condition. If cleaning by Historical Park staff is needed after the rental, staff time will be deducted from the security deposit at the rate of \$30.00 per man hour.

Flames of any kind are not permitted. However, the use of battery or electric candles is permitted.

**REHEARSAL/
SETUP/
DELIVERIES**

A one and half hour rehearsal may be scheduled during Park hours at no charge if using the Park for a wedding; after hours and additional time can be scheduled in accordance with the rental rates (see page 9). Rehearsals that run over the allotted one and half hour period will have the hourly rental rate deducted from the security deposit(s).

**REHEARSAL/
SETUP/
DELIVERIES
CONTINUED**

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The renter or event representative for your party must be available to accept and inspect deliveries. Weekday deliveries can be made during Park hours. Weekend deliveries must be made during your scheduled reservation. Deliveries cannot interfere with scheduled Park events. **Any theft, loss or damage of rental items at the Farmers Branch Historical Park is the responsibility of the renter.** The City of Farmers Branch assumes no liability for loss or damage of rental items (tents, tables, chairs, serving equipment, etc.).

RENTER WILL PAY FOR STAFF TIME AT THE RATE OF \$30.00 AN HOUR, IF TIME OTHER THAN NORMAL PARK HOURS ARE USED.

Staff time will be deducted from the security deposit(s).

CATERERS

Limited (drop off service):

All caterers who are providing catering services at the Historical Park are required to provide the City of Farmers Branch with proof of General Liability Insurance in the amount of \$1,000,000 per occurrence, and Automobile Liability Insurance, \$1,000,000 Combined Single Limit and a signed catering agreement.

The City of Farmers Branch shall be named as an Additional Insured on each applicable policy. Such proof of Insurance shall be provided prior to the catered event.

Full-Service:

All requirements of limited catering and proof of Workers Compensation Insurance, per State of Texas Statutes.

Caterers must make an appointment to view and assess the museum and grounds prior to the event.

MUSIC

Music is allowed during your event (harpist, string quartets, and bands). Bands can number no more than five pieces. Music can be scheduled on the grounds no later than 10:00 p.m. and must not be disruptive to the residential neighborhood in which the Historical Park is located. (PLEASE NOTE: Amplified music may be allowed, but only with an approved Amplified Sound Request.)

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**CONFLICT/
EXCLUSION**

No rentals (private or otherwise) will be scheduled during a City event. City staff may cancel any scheduled reservation should the activities planned be in conflict with the stated rules or special activities of the City of Farmers Branch, or if they detract from the public image of the City. The Farmers Branch Historical Park will always attempt to accommodate the renter in such matters. However, the City of Farmers Branch reserves the right to exclude any group or individuals it deems unacceptable. No illegal activities of any kind will be tolerated on the premises. All rentals at the museum are of a non-exclusive nature—rental of structures or grounds does not mean exclusive use of the entire Historical Park.

AUTOMOBILES

During scheduled reservations only one (1) automobile at a time will be allowed on the main pathway without permission from the Historical Park Coordinator.

PARKING

Parking is free and is limited to a capacity of 59 cars in designated areas. Automobiles and parking are prohibited on the Park grounds and pathways without prior approval. Please inform the Historical Park Coordinator at the time of reservation if overflow parking is needed. Securing overflow/off-site parking is the renter's responsibility.

ANIMALS

No animals are allowed in the structures at any time (except service animals aiding the impaired).

**INCLEMENT
WEATHER**

The City is not responsible for weather and recommends having a backup plan in place. Refunds will not be given if any facilities are rented but not used.

CLEAN UP

Renter is responsible for all clean up. All activities including clean up are to be completed during the scheduled reservation time. All trash, including decorations, litter, etc. must be bagged and left in designated area.

Benches and picnic tables may be moved and used for reservations but must be returned to their original location. Failure to return will result in forfeiture of security deposit(s).

Historical Park staff will inspect the museum after the rental is complete. Failure to comply with any of the rules & regulations will result in forfeiture of security deposit(s). Failure to clean up or remove items, personal, rented, or otherwise, will result in staff time being deducted from the security deposit(s) at the rate of \$30.00 per man hour for clean up.

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LOGO

The name of the City of Farmers Branch, Farmers Branch Historical Park, logo, trademarks or other distinguishing marks may not be used by renters, except when denoting the address on invitations, maps, etc.

**FUNDRAISING/
GAMBLING**

No organization or individual may use the property for purely political activities, raising funds, or recruiting members for any organization except for approved City of Farmers Branch activities. No gambling for monetary gain shall be allowed.

**PHOTOGRAPHY
AS PART OF A
SCHEDULED
RESERVATION**

The Historical Park may be used as a location for photos/video prior to and during a rental at no additional charge. However, no images will be taken inside any structure other than the 1890s Church and 1937 Dodson House. Please contact the Historical Park Coordinator to schedule a photo shoot prior to your reservation.

**NON
COMMERCIAL
PHOTOGRAPHY**

The Historical Park may be used as a location for family portraits or professional photography shoots. Professional photographers shooting family portraits or non-commercial images will pay an annual fee of \$100 for the privilege of using the Historical Park as a backdrop for business for the ensuing 12 months. Professional photographers must schedule appointments with Historical Park Coordinator to ensure there is no conflict with other renters or pre-scheduled events or activities. After hour shoots are available at the hourly rate (see page 9).

**COMMERCIAL
USAGE**

The Historical Park may be used as a location for commercial photo/video shoots. Security deposit and hourly rates (see page 9) will apply. Additional permission must be obtained in advance if any image of the Historical Park is used for promotion of a project. Permission will not be granted for images to be used as a symbol or logo. The Historical Park will be presented with a gratis copy of the final work. No more than one vehicle will be allowed to park inside the main grounds of the Historical Park; and then only if the vehicle will be used to facilitate changing clothes for the project. If a vehicle will be needed inside the main grounds during a project, the Historical Park Coordinator must be notified at the time of reservation to ensure that there are no potential conflicts. All additional rules and regulations will apply.

The Historical Park has the right to refuse to permit/cancel any shoot that could reflect negatively on the museum's mission.

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RESERVATION POLICY & PROCEDURES

Wedding/Reception Rentals:

Renters will receive a 50% discount of wedding/reception rates if utilizing \$1,000 in Farmers Branch Hotel/Motel usage (room nights, room rental and/or catering). Visit discoverfarmersbranch.com for a complete listing of Farmers Branch hotels/motels.

Confirmation of reservation consists of payment of security deposit(s) and rental fees (see page 9), a signed rental agreement, and proof of signed hotel/motel contract showing \$1,000 worth of business at a Farmers Branch hotel/motel, if applicable.

Farmers Branch Businesses:

The business must be based within the Farmers Branch city limits. Payments made by check from the business must have the Farmers Branch address imprinted permanently on the face of the check. Businesses paying by cash or credit card must provide a copy of their Farmers Branch water bill. Farmers Branch businesses are subject to security deposit(s) and rental fees (see page 9).

Farmers Branch Non-Profit Rentals:

Farmers Branch non-profits are defined as Farmers Branch based groups with a 501(c)(3) status. During operating hours non-profit groups are not charged rental fees but are required to pay security deposit(s) (see page 9). Non-profit groups pay after hours fees (see page 9) after operating hours. Non-profit groups may reserve the 1890s Church and/or the 1937 Dodson House on a quarterly basis, with not more than one reservation per quarter. Non-profit groups other than Farmers Branch churches, schools (public and private) and scouting groups must present a roster with a 51% Farmers Branch residency. Payments made by check must have the non-profit's name and Farmers Branch address imprinted permanently on the face of the check. Proof of residency is required.

All reservations are subject to the General Regulations.