

RESOLUTION NO. R-2025-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP CONVENTION AND EXHIBIT CENTER TERMS AND CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Bastrop Convention & Exhibit Center desires to adopt Terms & Conditions ("Policy") in order to provide guidance and clarification about the rules and regulations pertaining to Bastrop Convention & Exhibit Center

WHEREAS, The City Council of the City of Bastrop has reviewed the proposed Policy attached hereto as **Exhibit A**; and

WHEREAS, The City Council finds that adoption of the Policy is within the best interest of the City.


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

- Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2.** The Bastrop City Council hereby approves and authorizes the Bastrop Convention & Exhibit Center Terms and Conditions, a copy of the same being attached hereto as **Exhibit A** and incorporated herein for all purposes.
- Section 3. Severability:** Should any portion or part of this Resolution be held invalid for any reason or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.
- Section 4. Effective Date:** This Resolution shall be in full force and effect from and after its passage.
- Section 5. Proper Notice & Meeting:** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and

formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 10th day of June 2025.

APPROVED:

by: 
John Kirkland, Mayor Pro-Tem

ATTEST:


Michael Muscarello, City Secretary

APPROVED AS TO FORM:


City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.



EXHIBIT A



TERMS AND CONDITIONS

Thank you for utilizing the Bastrop Convention and Exhibit Center (BCEC) for your event. The Center is committed to serving our community and guests by focusing on exceptional customer service and true small-town Texas hospitality. **If paying by check please send the check to: City of Bastrop - Convention Center, 1311 Chestnut Street, Bastrop, TX 78602**

Below you will find our current policies and procedures to help guide your event planning process. Please do not hesitate to contact us if you have any questions.

Note: Beginning 12/1/23 all payments made by credit or debit card will incur a convenience fee. The fee is 3% of the total charged.

1. The Center is open by appointment only. Phone inquiries may be made Monday through Friday from 8:00 am to 5:00 pm. *The Center is closed Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.*
2. No animals other than service animals are permitted at the Center without prior written consent from the Executive Director.
3. Automobiles are not permitted inside the Center without prior written consent from the Executive Director.
4. Event hours and event days are subject to availability and the approval of the Executive Director.
5. Reservations are only considered complete with payment of agreed upon security deposit and executed rental agreement. Security Deposits are non-refundable if the event is cancelled.
6. RENTAL FEE IS DUE 60 Days prior to your event. SECURITY DEPOSIT DOES NOT APPLY TO RENTAL FEES.
7. The Center offers several rental packages. Please refer to your rental agreement for details regarding booked hours, set up, tear down, staffing and event layout. **Layouts are due 15 days before your event** to ensure accurate room set-up.
8. Center staff will set up your event based on the agreed upon setup in your rental agreement. **Changes are subject to additional charges.**
9. Staff will be present during your event but will not be available to assist in tasks such as event production, individual vendor set-up, decorating, or bussing tables. Client is responsible for employing a sufficient number of staff or volunteers to ensure a safe, successful event.



TERMS AND CONDITIONS

10. Clients must follow all applicable local, state and federal laws concerning the sale, distribution, and consumption of alcohol. BYOB is not allowed. Alcohol is not allowed at events that honor a minor.
11. The Executive Director/Bastrop Police Department may require you to pay for security or medical personnel at your expense depending on the nature and size of your event.
12. The Executive Director may require you to provide insurance listing the City of Bastrop as an additional insured depending on the nature and size of your event.
13. Decorations:
 - a. No banners, flyers, posters or signs may be distributed on BCEC property unless approved by the Executive Director.
 - b. No event materials, including banners, flyers, posters or signs may be nailed, stapled, tacked or driven into any portion of the BCEC, whether inside or out, or affixed to the Center in such a way that causes any changes, alterations, discoloration, staining, or need for repairs. In addition, tape and other adhesive materials may not be applied to walls or other surfaces in the Center without prior approval by the Director. Outdoor signs and banners must be pre-approved by BCEC before installation.
 - c. All decorative materials must be flame proof or enclosed in a flame proof container.
 - d. No glitter, confetti, fog machines or bubble machines are allowed indoors.
 - e. Fire exits, exit signs and fire system inlets/outlets must remain accessible and visible always.
14. Prohibited indoor preparation of food items and restricted food items:
 - a. Popcorn – Indoor use of popcorn machines and distribution of popcorn is prohibited.
 - b. Cotton Candy – Production of cotton candy is prohibited indoors. Cotton candy is prohibited indoors of the Convention Center.
 - c. Snow Cones – Snow cones are prohibited indoors of the Convention Center.
15. **NO OUTSIDE FOOD ALLOWED** (Ex. Potluck, Door Dash, Grubhub) Depending upon your rental agreement, outside catering is allowed. The Center does not have an approved list of caterers; however, all caterers must obtain Bastrop County Food Handling/Health permit. Caterers shall provide the Center with all required licenses, health permits, and insurance. The City of Bastrop and BCEC must be named as an additional insurer on the policy. Caterers must also have an applicable sales Tax ID Number. Caterers shall leave the catering kitchen, as well as any other area utilized by the caterer, in the same condition as it was prior to the catered event. This includes sweeping, mopping, breaking down cardboard



TERMS AND CONDITIONS

boxes, placing trash into dumpsters, disposing of ice sculptures, and cleaning any water on the floor to avoid damage. It is the client's responsibility to ensure all catering information is submitted to BCEC 15 days prior to the actual event.

16. Clients shall leave the Center and the parking lot in the same condition as when the Client began their rental agreement.

17. Center staff, including management, police officers, fire department and other City staff may enter the facility at any time during a client's rental period.

18. Special requests for electrical, AV, telephone or Internet service must be specified on the rental agreement. Additional charges may apply for larger events.

19. Public Safety is paramount; therefore, all clients must adhere to the City of Bastrop occupancy requirements and any applicable local, state and federal laws.

20. No activity, performance, exhibition, or entertainment shall occur on BCEC property, which is potentially dangerous to the public, is illegal or could be considered indecent, obscene, lewd, immoral or offensive to a person of ordinary sensibilities.

21. If your rental agreement requires set up not specified in the Center's options, a diagram or floor plan must be presented 15 days in advance of your event or meeting.

22. Since the Center is open by appointment only, Clients may not ship or store items at the facility without permission from the Executive Director.

23. The Center reserves the right to book more than one event at a time, unless otherwise specified in the rental agreement.

24. It is the Client's responsibility to ensure all applicable sales and or music license fees are collected by the client's vendors. The Center may ask the Client to provide sales tax ID Numbers or music licenses.

25. The Center is a tobacco and smoke-free facility. This includes cigarettes, cigars, vape devices and all other tobacco products.

26. Clients are responsible for their own ticket sales.

27. Clients may not sublease the facility for any duration of their rental agreement.

28. The Executive Director and the City of Bastrop reserve the right to deny a rental agreement based on previous rental history.

29. Client has the ability to appeal any restriction to the City Manager or City Council.

30. FORCE MAJEURE If (a) the BCEC or any portion thereof is destroyed or damaged by fire or other calamity so as to prevent the use of the leased premises for the purposes and during the periods specified in the rental agreement, or (b) if the use of the leased premises



TERMS AND CONDITIONS

by the Client is prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the Center, then the lease will terminate. Center shall not be liable or responsible to the Client for any damages caused thereby and Client waives any claim against Center and or City for damages by reason of such termination except that any unearned portion of the rent due shall abate, or if previously paid, shall be refunded by Center to Client.

31. INDEMINIFICATION To the fullest extent permitted under the Constitution and the laws of the State of Texas, Client shall indemnify, hold harmless, and defend the Center and the City, and their affiliates, agents, officers and employees, from and against all claims, demands, costs or expenses for loss, damage, or injury, including attorneys fees, whether incurred during the investigation or defense of a claim, or for bodily or personal injury, sickness, disease, death, or injury to or destruction of personal property, including the loss of use, in whole or in part, which arises out of or is related to the Client's use of the Center, the performance of the Client, or Clients' activities at the Center and Client's negligence, gross negligence, intentional acts, or omissions, or by anyone else's negligence, gross negligence, intentional acts, or omissions, who is directly or indirectly employed by or working at the direction of the Client, participating in an event of the Client or acting in concert with the Client. Such acts include, but are not limited to: (1) a failure of the Client, or any of its employees, participants, or agents, to perform in accord with this Agreement and the Policies and Procedures: (2) any injury, loss or damage, whether to person or property, occurring as a result of, or arising out of, the Client's event; (3) a failure of the Client, or its employees, participants, or agents to comply with any law(s) of any governmental authority; (4) any third party agreement(s) or contract(s) to provide goods or services for the direct or indirect benefit of the Client or a customer of the Client; or (5) any other circumstance or condition that does not arise out of or result from the gross negligence and/or willful misconduct of the City or the Center, or their agents, servants or employees.

Client Signature