



## **Facility Use Policy (Updated October 2025)**

### **1. GENERAL**

1.1 Facilities of the City of Sunset Valley are primarily designed to accommodate the programs, activities, and meetings of various City departments, the City Council, and City Boards, Committees, and Commissions. City government functions shall always take precedence over other activities.

1.2 Certain City facilities, when not being used by the City, shall be made available to Sunset Valley residents, employees, and approved non-profit or community organizations. City government may close access at any time if deemed necessary for operational or policy reasons.

**The City reserves the right to close the meeting rooms to public use and terminate the limited public forum at any time for violations of this section.**

### **2. INTERPRETATION AND IMPLEMENTATION**

2.1 The City Administrator shall have the authority to interpret the Facility Use Policy. The City Administrator and/or the City Administrator's designee shall have the responsibility to administer and enforce the Facility Use Policy and shall have the authority to deny or terminate the use of a facility if a determination is made that the use does not conform to the requirements of the Facility Use Policy. The City Administrator has the discretion to recommend changes to the Facility Use Policy to the City Council for approval. The City Council may restrict public access to any meeting rooms that the City Council determines not suitable for holding public events. At the discretion of the City Council, the City may waive any requirement of this policy if the result of said waiver would be in the best interest of the City. Appeals of denial or termination of use may be presented to the City Council.

### **3. AVAILABLE FACILITIES**

3.1 The designated meeting rooms and outdoor facilities listed in Attachment A ("List of Available Facilities and Fee Schedule"), when not being used by the City, may be reserved for use by non-city government, non-profit or not-for-profit community organizations or groups, and City of Sunset Valley residents and employees, provided the requirements of this Facility Use Policy are met.

#### **4. AUTHORIZED USERS**

4.1 City of Sunset Valley residents and employees are authorized users. Additionally, non-profit and not-for-profit organizations and groups, consisting primarily of Sunset Valley residents or benefiting the City of Sunset Valley and/or the community by educational, civic, and/or cultural means (hereinafter “Groups”), may reserve Available Facilities for meetings and events. Groups must have at least five (5) members. Groups may not charge admission fees to participants attending the meetings or events

#### **5. PROHIBITED USES FOR RENTAL**

City facilities may not be used for commercial business, political fundraisers, or for-profit sales. Noise, illegal activities, or uses inconsistent with the City’s purpose are prohibited.

- Any commercial business, fee- based or promotional activity.
- Any programs involving the sale, advertising, or promotion of products or services.
- Any business firms and other for-profit organizations soliciting or selling products or services, regardless of purpose.
- Any meeting or activity that solicits funds or donations or accepts such from attendees.
- Any political fundraisers, political advocacy, or other partisan political meetings, rallies, or campaign activities/events.
- Any meeting whose noise levels interfere with activities in City offices or adjacent properties.
- Any groups that will have participants in excess of the occupancy limit.
- Any illegal activity.
- Any purposes contrary to federal, state, or local law.
- Any activity not consistent with the general business purpose of the building.

#### **6. RESERVATION POLICIES AND PROCEDURES**

All Individuals or Groups desiring to utilize Available Facilities are required to complete a City of Sunset Valley Facility Use Application. The individual signing the Application (the “Applicant”) must be a City of Sunset Valley resident or employee and must be twenty-one (21) years of age or older. The Applicant is responsible for the event and will be held responsible for all actions, behavior, and damage caused by his/her guests/attendees.

6.2 The completed application form (Attachment B: Facility Use Request Form) should be submitted to the applicable department within ten (10) business days prior to the event. An application must contain all requested information. Prior approval does not guarantee future approval. Failure to fully complete an application form will result in denial.

6.3 When submitting the Facility Use Request Form, the Applicant also must submit the Facility Use Policy Compliance and Indemnification and Hold Harmless Agreement (Attachment C). Application forms may be obtained at the Sunset Valley City Hall Building between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, or on the City’s

website at [www.sunsetvalley.org/facilityuse](http://www.sunsetvalley.org/facilityuse) Applicants may be required to provide the following verification:

**For the Applicant:**

- Proof of residency or employment by the City For the Individual/Organizations/Groups;
- Proof of residency for sponsorship of organization/group; the resident “sponsor” will be the applicant for the organization/group, and must be a member of said group, and must be in attendance for the entire event or meeting
- Community benefit; and/or
- Non-profit status, if applicable.

6.4 Sunset Valley residents may sponsor the use of the Facilities by an Organization or Group, but the resident must be in attendance for the entire event or meeting. The attending resident sponsor shall be the Applicant and have all applicable responsibility and liability as the one sponsoring the activity.

6.5 Sunset Valley Facilities shall have a City meeting room(S) coordinator. The coordinator is responsible for the implementation and administration of this Policy, including the review and approval of applications for use of Available Facilities.

6.6 Approval of applications for events and meetings in Available Facilities will be considered in accordance with the following criteria:

- a) The requesting Group is a non-profit or a not-for-profit group or organization.
- b) The requesting Group is based in the City of Sunset Valley or has a resident sponsor who is a member of the Group, or the proposed use is deemed a community benefit.
- c) The event is requested in sufficient lead-time for staff to determine impact upon the facility and previously scheduled events.
- d) The Applicant agrees to indemnify, defend, and hold harmless the City, and is capable of carrying sufficient liability insurance, if required. Insurance requirements shall be determined on a case-by-case basis and if required the Applicant will provide a certificate of insurance to the City indicating satisfaction of the insurance requirements that are determined.
- e) City staffing and security needs.
- f) The requested use of the City facility will not cause detrimental impact to City staff and available resources, or to the physical capacity of the requested facility, including but not limited to: (i) The parking capacity at the requested location and the potential impact on other planned events; (ii) The number of planned participants and the traffic impact upon the requested location; and (iii) Other scheduled events and/or uses of the requested facility that increase the usage of the requested location above the recommended capacity.

6.7 If the application is denied, the Applicant or Group may appeal the decision to the City Council. The City Council's decision shall be final.

6.8 Sunset Valley Facilities may not be reserved for a date more than 180 days after the date the reservation is made. In order to make the Sunset Valley Facilities open for use for all residents recurring reservations for the same time and day are discouraged. All reservations are subject to review and approval by the City Administrator to make the Sunset Valley Facilities available for the purposes of all residents.

6.9 Due to the size and nature of an event, the City may require a Special Event Permit and/or general liability insurance for bodily injury and property damage be acquired by the Group with policy limits set by the City, and naming the City as an additional insured. A Special Event Permit has separate deadlines that may require an earlier submittal of a Facility Use Request Form; the Applicant is responsible for being knowledgeable about all appropriate deadlines.

6.10 The City reserves the right to cancel any and all reservations without providing any other accommodations in the event the facility is needed for municipal government purposes, or if the facility becomes unavailable due to unforeseen maintenance or safety issues. The City Administrator, or their designated staff member, reserves the right to block the facility calendar for City events, national holidays, internal programming, or any period when the building is closed for maintenance, repairs, or holiday observances.

6.11 A Group may not assign or transfer its reservation to another Group.

6.12 Yard Games Access: The Backyard rental includes access to yard games stored on-site. A separate access code and usage instructions will be emailed once the rental is confirmed and payment is received.

6.13 Cleaning Fee: All building rentals that include the entire building space require a non-refundable \$100 cleaning fee.

6.14 Audio/Visual Equipment: The City does not provide A/V assistance. Renters must provide their own A/V support. Available A/V includes a small portable sound system and an HDMI-compatible monitor in the Conference Room.

## **7. GENERAL RULES AND REGULATIONS**

For the facilities to be enjoyed by everyone, the following basic rules of good conduct must be observed at all City facilities:

7.1 When submitting the Facility Use Request Form, the Applicant also must submit the Facility Use Policy Compliance and Indemnification and Hold Harmless Agreement (Attachment C).

7.2 City staff will control all heating, air conditioning, lighting, and any other electrical or mechanical system(s) in the building. Applicant only shall make requests to the City staff for any adjustments.

7.3 Meeting room doors must be closed while conducting meetings during business hours. The conduct of the meeting will be respectable and well governed.

7.4 The noise level in the lobby area shall be kept to a minimum.

7.5 Use of the facility must not interfere with the conduct of official City business or be unduly disruptive to others present in the City facility or to adjacent properties. the City facility.

7.6 Non-alcoholic beverages and light refreshments are allowed. Drinks with red or orange dye and/or food coloring are not allowed in the facility.

7.7 All trash, including food and beverage, created by the user or participants, shall be placed in proper receptacles. For larger events (rental of the entire building), trash receptacles should be emptied into the proper dumpsters (near the storage yard).

7.8 No pets shall be permitted inside the facilities, only service animals are allowed.

7.9 Smoking, including e-cigarettes and vaping, is not allowed in City facilities the City facility.

7.10 No liquor or illegal substances shall be served upon, consumed upon, or brought into

7.11 If serving beer and wine at your event, you must notify the City and complete a Bar Service Agreement (Attachment E) that will be approved by the City Administrator. The applicant must use a TABC Licensed Vendor for beer and wine service.

7.12 No sparklers, open flames, or burning candles are permitted.

7.13 No pyrotechnic devices or fog machines are allowed inside the City facility.

7.14 Use of any glitter, confetti, or streamers is prohibited.

7.15 All City facilities shall be left in good, clean condition. All tables and chairs must be returned to the original arrangement when the use of the facility is complete.

7.16 The Applicant will be responsible for the provision of any specific non - facility Americans with Disabilities Act (ADA) required accommodations.

7.17 No Group may consider a City facility its permanent meeting place, use for storage, or use the City facility Building as its mailing address.

7.18 All minors, individuals younger than 18 years of age, must be accompanied by an adult, with no more than ten (10) minors per one (1) adult.

7.19 A non-refundable cleaning fee will be required for all rentals that include the use of the entire building.

7.20 Inflatables, petting zoos, or similar attractions require City pre-approval and insurance.

- 7.21. The Backyard space, which includes the pergola and picnic table area, may be rented only during **dawn to dusk** hours. Evening events are not permitted after dusk.
- 7.22. Reservations are valid only for the time stated in the approved application. Any additional time needed for setting up or breakdown must be arranged in advance with City staff and will require payment for the extra hours.
- 7.23. When renting the entire building, a resident may reserve the facility no more than four (4) times per calendar year.

## **8. EQUIPMENT**

8.1 The unauthorized use, alteration, removal, damage, or destruction of any City equipment is strictly prohibited, inclusive of technological devices and computers. The use of the City's audio equipment is not allowed. The Applicant will be held responsible for any damages to any City-owned property or equipment.

8.2 The use of screens and screen connectors in the Conference Room or Council Chambers is allowed; you must have HDMI capable device. The Applicant must indicate on the application if they wish to use the screens.

8.3 Tables and chairs may be used. The Applicant is responsible for placing tables and chairs back in their appropriate places or storage facilities.

8.4 Kitchen equipment and facilities may be used. Use of utensils, napkins, and other disposable items belonging to the City is not allowed. The Applicant is expected to provide their own disposable items. All non-disposable items (dishes, glasses, serving trays, etc.) brought by the Applicant must be removed.

8.5 As meeting rooms are located in City facilities where the business of the City is operated, amplification through the use of microphones and speakers is not allowed during business hours in order to minimize the disruption to those working adjacent to or in close proximity to the meeting rooms.

8.6 Renters are responsible for any damage to City property, facilities, or equipment during their event. If damage occurs, the **City will assess a damage fee** based on the cost of repair or replacement. The amount will be determined by staff and invoiced to the renter.

## **9. DISCLAIMER**

9.1 Use of City facilities does not constitute City endorsement of the viewpoints, beliefs, ideas, or policies expressed by organizations or individuals using the space and may not be advertised or implied as having such approval or endorsement.

## **10. USE OF CITY NAME OR LOGO**

10.1 The use of the City of Sunset Valley name is strictly prohibited by any organization or person for any purpose in connection with the use of the meeting rooms for publicity or otherwise, except to identify the location of the event. Unapproved use of the City of Sunset

Valley name or logo may be grounds for termination of the use agreement and may be subject to other legal actions.

## 11. FACILITY RENTAL OPTIONS, HOURS, AND INVENTORY

### Rental Hours

- **City Hall Building Rentals:**  
The City Hall building (including the Conference Room, Council Chambers, Lobby, and Patio) may be rented between 8:00 a.m. and 12:00 a.m. (midnight).
- **City Hall Backyard Rentals:**  
The Backyard space, which includes the pergola and picnic table area, may be rented only during dawn to dusk hours. Evening events are not permitted after dusk.

### Rental Options & Fees

Facility	Room / Area	Occupancy Limit	Fee
<b>City Hall</b>	Conference Room & Kitchen	25	No fee for first 4 hours; \$15/hour thereafter
	Entire Building (Kitchen, Council Chambers, Lobby, Patio)	250 (125 in Council Chambers)	\$100/hour + \$100 cleaning fee. Optional all-day flat rate: \$2,000 (includes cleaning).
<b>City Hall Backyard</b>	Pergola & Picnic Table Area Only	50	\$15/hour
	Backyard + Building Access (Restrooms, Lobby, Kitchen)	50	\$50/hour

### All-Day Building Rental Option

An **all-day rental** option is available for the entire City Hall building for \$2,000, which includes the cleaning fee.

- The rental includes access from 8:00 a.m. to 12:00 a.m. on the day of the event.
- If the building is available the day prior, renters may opt to use 6:00–10:00 p.m. for setup and 12:00 p.m.–12:00 a.m. on the event day for the same \$2,000 rate.

### Available Equipment & Inventory

The following equipment is available for renter use and must be returned to its original location after the event:

#### Audio/Visual Equipment

- (2) Large Speakers with Stands
- (1) Microphone
- (1) TV in the Small Conference Room (available for select rentals)

### **Tables & Chairs**

- (8) 8 ft Folding Tables – White
- (8) 6 ft Folding Tables – White
- (9) 6 ft Folding Tables – Tan (Conference Room)
- (8) 60 in Round Tables – White
- (5) Tall Cocktail Tables
- (20) Rolling Black Chairs – Conference Room
- (44) Green Plastic Chairs – Closet

Renters must provide their own linens and any additional tables or chairs if needed.

### **12. NON-DISCRIMINATION**

12.1 The City will not discriminate against any person or persons because of their age, sex, race, religion, color, or natural origin, nor will the City permit individuals or Groups making the reservation to engage in such discrimination.

### **13. RELEASE OF LIABILITY**

13.1 The City assumes no responsibility for personal injury or injury to or loss of property brought or placed in the facility in connection with the use of the facility. By submitting the Facility Use Application, the Applicant agrees in writing (i) to comply with the Facility Use Policy and (ii) to indemnify and hold harmless the City of Sunset Valley, its officers, agents, servants, and employees from and against any and all claims or suits for bodily injury, illness, death, personal injury, or property damage (including, without limitation, reasonable fees and expenses of attorney, expert witnesses and other consultants) arising out of Applicant's use of the facility, or arising out of any act or omission committed by the Applicant, its officers, employees, agents, guest, and invitees, in connection with the activities conducted under this Agreement. THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT SHALL SPECIFICALLY INCLUDE ANY CLAIMS ARISING FROM THE NEGLIGENCE OF THE CITY, ITS AGENTS, OFFICIALS, AND EMPLOYEE.

## Attachment A – List of Available Facilities and Fee Schedule

Facility	Available Areas / Rooms	Occupancy Limit	Rental Fee
City Hall	Conference Room & Kitchen	25	First 4 hours free; \$15 per hour thereafter
	Entire Building (Kitchen, Council Chambers, Lobby, Patio)	250 (125 in Council Chambers)	\$100/hour + \$100 cleaning fee. Optional all-day flat rate: \$2,000 (includes cleaning).
City Hall Backyard	Pergola & Picnic Table Area Only	50	\$15 per hour
	Backyard + Building Access (restrooms, lobby, kitchen)	50	\$50 per hour
Cleaning Fee	Applies to all entire building rentals	—	\$100 (non-refundable)