

~~Dickinson~~ Historic Railroad Center  
218 FM 517 West  
Dickinson, Texas 77539  
(281) 337-~~04666251~~

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## Reservation and Rental Policies

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### 1. FACILITIES:

a. The ~~Dickinson~~ Historic Railroad Center, hereafter referred to as "Facilities," is owned by the City of Dickinson, Texas. It is comprised of the Dickinson Railroad Depot, the League City Railroad Depot, and the grounds surrounding those depots. It includes any artifacts, objects, displays, benches, or other physical devices or equipment associated with the grounds.

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b. The Facilities were restored to their historic condition through the efforts of the City of Dickinson, many citizens and businesses within the Dickinson community, and members of the Dickinson Historical Society. The Facilities are to be considered historical buildings, to be treated accordingly and in no way to be abused or damaged. Any person or group desiring to rent all or a part of the Facilities must be aware that the preservation and safety of the Facilities is of paramount concern to the City of Dickinson, and no use will be tolerated of the Facilities which in any way threatens harm or damage to the Facilities.

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c. **Any person or group desiring to rent the Facilities who cannot do so without accepting those restrictions and limitations should consider an alternate facility.**

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d. Facilities will be available for rentals Monday through Friday 8 a.m. to 10 p.m., Saturday from 8 a.m. to 12 midnight, and Sunday from noon to 8 p.m. EXCLUDING the following holidays: New Year's Day, Martin Luther King Day, Good Friday, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, and Christmas Day. If the holiday falls on a Saturday or Sunday, the Facilities may not be available the Friday prior to or the

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Monday after the holiday in accordance with the City of Dickinson's holiday schedule.

c. Tentative reservations are on a first-come, first-serve basis and may be made in person or by phone. The Tourism & Museum Director will reserve a room up to one year in advance.

- |                           |                            |
|---------------------------|----------------------------|
| ii. Four months' notice:  | —60% refund of rental fees |
| iii. Two months' notice:  | —30% refund of rental fees |
| iv. Less than two months: | No refund                  |

b. The ~~Museum & Tourism Department~~ Tourism & Museum Department will promptly deposit all monies received from Permittees. The ~~Museum & Tourism Department~~ Tourism & Museum Department will not hold money, delay in depositing checks, or accept any postdated checks.

d. Deposit refunds will be issued after the event if the Facilities are cleaned and left in the same or better condition as it was in prior to the event, as determined at the sole discretion of the Director. Refunds take approximately four weeks to process and mail. All refunds will be made payable to- and mailed to the Permittee at the address noted on the Rental Permit.

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e. At no time shall a Permittee sublease or assign its reservation to another person, group, or organization. No Permittee shall change or rotate the Permittee's designated hours with another renting party without doing so through the ~~Museum & Tourism Department~~ Tourism & Museum Department.

f. No single activity or group shall be permitted to monopolize any portion of the Facilities. The frequency and usage of rooms will be at the approval of the Director in order to best serve the interests of the community.

g. From time to time, and possibly without advance notice, it may be necessary to cancel or postpone and reschedule reservations. The City and the Permittee understand and agree that the event shall be cancelled or rescheduled without any liability to the City. If the City cancels an event, the City shall give a full refund to the Permittee. The City will, nevertheless, endeavor to honor reservations made in compliance with this policy.

h. In the event of any such change or cancellation, the Permittee, by the acceptance of the terms and conditions of this policy, agrees to release, hold harmless, and discharge the City of Dickinson, its officers, agents, and employees (collectively referred to in this paragraph as the "City") from and against all claims, demands, causes of actions of every kind and character, including the cost of defense thereof for any damages or loss that is caused or alleged to be caused by, arising out of, or in connection with such change or cancellation, regardless of the negligence of the City. It is the expressed intention of the parties hereto, both the Permittee and the City, that the indemnity provided for in this paragraph is indemnity by Permittee to indemnify and protect the City from the consequences of the City's own negligence, whether that negligence is the sole or a concurring cause of the injury, death, or damage. In the event that any action or proceeding is brought against the City by reason of any of the above, Permittee further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City. The indemnity provision contained in this paragraph shall survive expiration or earlier termination of the Permittee's reservation agreement.

~~Confetti and/or glitter are prohibited. No decorative or other materials shall be taped, nailed, tacked, screwed, or otherwise physically attached to any walls, tables, ceilings, or floors. No fog machines, rice, sand, or sawdust are permitted on the premises.~~

#### 5. CATERING AND FOOD SERVICE:

District and must be an approved caterer by the City of Dickinson. Each caterer must also have General Commercial Liability Insurance, providing coverage of at least \$1,000,000.00.

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b. An approved caterer is one who has provided the Tourism & Museum Department with copies of its license from the Galveston County Health District and copies of insurance policies showing at least \$1,000,000.00 in coverage. Prior to being approved by the Department, representatives of the caterer must complete a familiarization tour of the Facilities with a representative of the Tourism & Museum Department.

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d. Permittees who decorate with balloons shall be responsible for removing them from the Facilities.

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With alcohol	<u>1</u>	2	3+
Without alcohol	0	<u>1</u>	2+

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may be subject to removal from the premises:

- i. Intoxication or any liquor violations (minor consumption, minor possession, etc.)
- ii. Use of abusive, indecent, profane, or vulgar language
- iii. Making offensive gestures or displays
- iv. Abusing or threatening another person in an obviously offensive manner
- v. Making unreasonably loud noise
- vi. Fighting with another person
- vii. Vandalism

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12.

a. The Dickinson Railroad Depot will house a Museum concerning the history of the Dickinson community. It will be open on dates and hours established by the Tourism & Museum Department.

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- b. If any other part of the Facilities is rented during the time the Museum is open, the Museum will be available to attendees of any such event for the standard admission price, which will also be set by the Tourism & Museum Department.
- c. The Museum may be rented along with any other portion of the Facilities on days and at times when the Museum is not normally open. Such rental will require a separate Rental Fee and Reservation and Damage Deposit. Additional security will be required for any event which utilizes the Museum, including the presence at all times of at least two representatives of the Tourism & Museum Department in the Museum. Those representatives may be members of the Dickinson Historical Society. Any security utilized in the Museum must be engaged and compensated by the Permittee and approved by the City.
- d. In the event adequate representatives to be present at all times during the event in the Museum cannot be provided, it may be necessary to cancel the Permit to use the Museum for the event, and the City and the Permittee understand and agree that the cancellation of the use of the Museum shall be without any liability to the City. If such cancellation occurs, the City shall give a full refund for the rental of the Museum to the Permittee.

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- b. Tourism & Museum Department employee or representative will be on duty during the entire event to assist with any problems or concerns and serve to protect the property of the City of Dickinson during the event.
- c. Smoking is not permitted in any City Facilities.
- d. Animals of any kind are not permitted in Facilities with the exception of assist dogs trained and in service to a physically impaired or challenged person and police dogs that are part of the City of Dickinson's K-9 Unit.
- e. Individuals or groups renting Facilities need to be aware that Facilities is a multi-use facility where several events could be scheduled concurrently in different parts of the Facilities. Permittees and their guests can only use the room(s) that the Permittee has rented.
- f. The City of Dickinson shall assume no responsibility for any property placed on or in its Center and/or grounds and is released from any and all liability for loss, injury, or damage to persons or property that may be sustained by the use or occupancy of Facilities.
- g. The City is not responsible for any property left on the premises. All property of the Permittee needs to be removed by the end of the rental period. Any property remaining on Facilities premises is deemed abandoned by the Permittee and will be disposed of.

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- h. The Permittee assumes all responsibility for all damages to Facilities, property, furniture, and/or equipment provided by the City to the Permittee, as determined at the sole discretion of the Director. Damage incurred during an event will result in the loss of all or part of the Permittee's Reservation and Damage Deposit, and could result in additional charges depending on amount of damage. The amount deducted or charged will be equal to the cost to the City to repair the damage. Damage may jeopardize the Permittee's ability to reserve any of the City's Facilities in the future. The Permittee must notify the Tourism & Museum Director or representative on duty immediately if the room was damaged prior to the Permittee's entry. Failure to do so shall result in the presumption that any damage found at the end of the rental period resulted from the Permittee's use of Facilities.
- i. All groups or individuals using Facilities shall comply with all laws, including federal, state, and local laws. These laws shall include all City ordinances and all regulations of the city and its departments, which may in any way affect the rental or use of Facilities.
- j. Discrimination against any person(s) with regard to race, color, religion, sex, national origin, age, or disability by any group or individual renting the Facilities is prohibited.
- k. No groups or individuals shall schedule an event having larger attendance than the established occupancy limit of the area rented.
- l. Permittee shall be responsible for setting up and taking down all tables and chairs. Any other Facilities' equipment must be set up by Tourism & Museum Department employees or representatives. No equipment shall be removed from the Facilities at any time without prior written approval from the Tourism & Museum Director.
- m. Any person entering the Facilities improperly attired shall be asked to leave by staff.
- n. No portion of the sidewalk, entries, plaza walkway, passages, doors, aisles, vestibules, or other ways of access to the public utilities on Facilities premises is permitted to be obstructed, nor can any windows, ventilators, or lighting fixtures be obscured.
- o. No Permittee may solicit or collect donations at Facilities without approval of the City.
- p. The Permittee indemnifies the City and holds it harmless from any neglect or misconduct on the part of the Permittee, its agents, servants, and employees.
- q. The Permittee agrees that all sales of concessions are in accordance with all the laws of the United States and the State of Texas, the City, and health and sanitation rules and regulations promulgated by the Galveston County Health Department.

Furthermore, nothing contained in these Policies shall be construed to limit the City's remedies to recover damages for violations of the policy.

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