



TOWN COUNCIL REGULAR MEETING

Wednesday, June 07, 2023 at 6:00 PM

Fulton Council Chambers, 201 N. 7th Street

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE – U.S. Flag and Texas Flag

OBSERVE A MOMENT OF SILENCE/PRAYER

CITIZENS TO BE HEARD (PUBLIC FORUM)

Public participation is valued and at this time, comments limited to three (3) minutes will be taken from persons who have signed the Speaker's Card located on the table inside the Council Chambers and delivered to the City Secretary before the meeting begins. Written comments received by submission to the City Secretary in person or emailed to citysec@fultontexas.org by 3:00 p.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Speaker's Card will have up to three (3) minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.

SWEARING IN ELECTED/APPOINTED COUNCIL MEMBERS

- 1.** Swear in Elected/Appointed Officials: Christopher Garis, Place 2; MaryAnn Pahmiyer, Place 3; Margo Nielsen, Place 4; and Laura McCorkle, Place 5.

CONSENT AGENDA

All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- 2.** Discuss/Approve/Disapprove minutes of the Regular Meeting held on May 17, 2023.
- 3.** Discuss/Approve/Disapprove March and April 2023 financial report

ITEMS FOR CONSIDERATION

- 4.** Discuss/Approve/Disapprove Resolution No. R-05-2023 A Canvassing the Returns of Election held May 6, 2023 for Place 3.
- 5.** Discuss, Approve, Disapprove the Construction Contract for Prairie Road Storm Sewer Replacement Project (FAIN Project #4332DRTP0000001) with Lester Contracting in the amount of \$468,790.00.
- 6.** Discuss, Approve, Disapprove approve Change Order No. 1 for Prairie Road Storm Sewer Replacement Project (FAIN Project #4332DRTP0000001) in the amount of \$60,165.00.

7. Discuss, Approve, Disapprove the updated Fulton Convention Center Contract Agreement.

8. Discuss, Approve, Disapprove the updated Fulton Convention Center Reservation Policy.

CLOSED SESSION

The Town Council may elect to go into closed session pursuant to Chapter 551, Government Code on any Agenda item where appropriate and particularly Sections 551.071 (consultation with attorney) and 551.074 (personnel matters), Government Code.

OPEN SESSION

Discuss/Approve/Disapprove any and all action necessary with regard to the preceding matter(s).

ANNOUNCEMENTS

9. Mayor's Update.

10. The next Regular Fulton Town Council Meeting will be held Wednesday, June 21, 2023, beginning at 6:00 pm.

EXECUTIVE SESSION - PUBLIC NOTICE is given that the Town Council may elect to go into executive session at any time during the meeting in order to discuss any matters listed on the agenda when authorized by the Open Meetings Act, Chapter 551, Texas Government Code. If the Council elects to go into executive session regarding an agenda item, the section or sections of the Open Meetings Act authorizing the executive session will be publicly announced by the Mayor. The Council may deliberate and take action in open session on any issue that may be discussed in executive session.

ADJOURNMENT

NOTICE

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/729-5533 or by email at citysec@fultontexas.org for further information. Braille Is Not Available. The Town of Fulton reserves the right to convene into Closed Session under Government Code 551.071-551.074 and 551-086.

CERTIFICATION

I certify that the above notice of meeting was posted at Town Hall, 201 N. Seventh Street, Fulton, Texas, on Friday, June 2, 2023, at 4:00 p.m., and at the U.S. Post Office located at 301 Cactus Street, Fulton, Texas. I further certify that the following News Media were properly notified of this meeting as stated above: The Rockport Pilot.

/S/ Stephanie Garcia, City Secretary

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Chris Garis, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Alderman, Place 2 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Aransas

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Stephanie Garcia

Printed or Typed Name

Form #2204 Rev 9/2017

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Austin, TX 78711-2887
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FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, MaryAnn Pahmiyer, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Alderman, Place 3 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Aransas

Sworn to and subscribed before me on this _____ day of _____, 20_____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Stephanie Garcia

Printed or Typed Name

Form #2204 Rev 9/2017

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FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Margo Nielsen, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Alderman, Place 4 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Aransas

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Stephanie Garcia
Printed or Typed Name

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P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Laura McCorkle, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Alderman, Place 5 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Aransas

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Stephanie Garcia
Printed or Typed Name



TOWN COUNCIL REGULAR MEETING

Wednesday, May 17, 2023 at 6:00 PM
Fulton Council Chambers, 201 N. 7th Street

MINUTES

CALL TO ORDER

PRESENT

Mayor Kelli Cole
Mayor Pro Tem Robert Loflin
Place 2 Chris Garis
Place 3 MaryAnn Pahmiyer
Place 4 Carl Biesenbach

STAFF PRESENT

Stephanie Garcia, City Secretary
Hal George, Town Attorney
John Harrell, Chief of Police
Matt Olenick, Director of Operations
Steven Robertson, Comptroller

Mayor Cole called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE – U.S. Flag and Texas Flag

Mayor Cole led everyone in the pledges.

OBSERVE A MOMENT OF SILENCE/PRAAYER

Mayor Cole led everyone in a moment of silence.

CITIZENS TO BE HEARD (PUBLIC FORUM)

Public participation is valued and at this time, comments limited to three (3) minutes will be taken from persons who have signed the Speaker's Card located on the table inside the Council Chambers and delivered to the City Secretary before the meeting begins. Written comments received by submission to the City Secretary in person or emailed to citysec@fultontexas.org by 3:00 p.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Speaker's Card will have up to three (3) minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.

Toby Kernan: Mr. Kernan witnessed our Chief of Police pulling trash off of Highway 35 and thanked him for his efforts. Mr. Kernan provided a worksheet to the Council and discussed a tax ceiling for the

Town of Fulton residents. He mentioned the City of Rockport has a tax ceiling; however, the Town did not enact a tax ceiling when they passed the ordinance for the homestead. Mr. Kernan noted that he had spoken to the Aransas County Appraisal District and so had Mayor Cole.

Mary Clare Kane: Mrs. Kane also discussed the tax ceiling for their residents, the latest raise in the Town of Fulton’s taxes, and expressed her concerns. She is also asking for a tax ceiling to be put in place. Mrs. Kane thanked Matt Olenick for cleaning off the road in front 7 palms after the last storm and indicated she felt the Town of Fulton should bill the developer for the clean up. Matt Olenick informed Mrs. Kane that the Town of Fulton did not perform that clean up. The developer did clean up the debris on the road after the storm without issue. Mrs. Kane indicated she was told it was the Town of Fulton and the Fulton Fire Department. Mr. Olenick corrected her and let her know he was only on the site to thank the developer and the Fire Department was never on the site.

Victor Contreras: Mr. Contreras indicated he had lost the election; however, does not intend to give up. He informed the Council that he felt his campaign signs were purposely damaged during the election and would like to see anyone caught damaging signs fined or receiving a citation. Mr. Contreras expressed that he felt targeted during the election by the destruction of his signs and everyone should be treated fairly.

PRESENTATION

- 1. Certificate of Appreciation to Brandi Mills.

Chief Harrell presented Brandi Mills with a Certificate of Appreciation from the Town of Fulton for her work as a 911 Dispatcher. Chief Harrell informed the Council and the public that Ms. Mills was a great asset to him and the citizens of Aransas County.

CONSENT AGENDA

All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- 2. **Discuss/Approve/Disapprove** minutes of the Regular Meeting held on April 19, 2023.
- 3. **Discuss/Approve/Disapprove** February 2023 financial report.

Motion made by Place 4 Biesenbach, Seconded by Mayor Pro Tem Loflin to approve the Consent Agenda items as presented.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 4 Biesenbach

ITEMS FOR CONSIDERATION

- 4. Canvass Votes from May 6, 2023 Election. Be it noted a recount has been requested.

Mayor Cole read the item and noted that there has been a recount requested. Mayor Cole asked the City Secretary to canvass the numbers provided by the Aransas County Election Administrator. The numbers were reviewed for each place on the Ballot.

- 5. **Discuss/Approve/Disapprove** Resolution No. R-05-2023 Canvassing the Returns of Election held May 6, 2023.

Motion made by Mayor Pro Tem Loflin, Seconded by Place 4 Biesenbach to accept the Resolution No. R-05-2023 Canvassing the Returns of Election held May 6, 2023.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 4 Biesenbach

- 6. **Discuss/Approve/Disapprove** declaring the Town of Fulton’s 2005 Terex backhoe and 2004 crane truck as surplus property to be auctioned through TexasBid Surplus.

Mayor Cole read the item and asked Matt Olenick, Director of Operations for input. Mr. Olenick indicated that the equipment is out-of-date, no operational, and needs to be removed from the yard.

Motion made by Mayor Pro Tem Loflin, Seconded by Place 3 Pahmiyer to approve the 2005 Terex backhoe and 2004 crane truck as surplus property to be auctioned through TexasBid Surplus.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 4 Biesenbach

CLOSED SESSION

The Town Council may elect to go into closed session pursuant to Chapter 551, Government Code on any Agenda item where appropriate and particularly Sections 551.071 (consultation with attorney) and 551.074 (personnel matters), Government Code.

Council did not convene into Closed Session.

OPEN SESSION

Discuss/Approve/Disapprove any and all action necessary with regard to the preceding matter(s).

ANNOUNCEMENTS

- 7. Mayor's Update.

Maintenance: Mayor Cole informed the Council that the drainage and street project is 65% complete, the contractors are in the process of digging the ditches, and roadwork will begin in approximately a month. She also mentioned that the downtown street lights are currently out due to lightening and/or a surge. The parts have been ordered and lights will be fixed as soon as possible.

Police Dept.: Chief Harrell informed the Council that he has hired an officer from the hill country who will start in June this year. He indicated that there have been multiple thefts in area and warned the Council and citizens to utilize their cameras. Chief also shared that some elderly persons have been taken advantage of and he is working those cases.

FCC: Mayor Cole mentioned the new trash and waste receptacles made out of the same material as the benches have been purchased for the Convention Center.

Pier: Mayor Cole informed the Council that Derrick Construction is completing the maintenance on the pier. There had been delays due to weather/wind.

- 8. The next Regular Fulton Town Council Meeting will be held Wednesday, June 7, 2023, beginning at 6:00 pm.

Mayor Cole announced the next meeting to be held Wednesday, June 7, 2023 beginning at 6:00 pm.

ADJOURNMENT

There being no further business, Mayor Cole entertained a motion to adjourn.

Motion made by Mayor Pro Tem Loflin, Seconded by Place 4 Biesenbach to adjourn the meeting.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 4 Biesenbach

The meeting was adjourned at 6:25 p.m.

Kelli Cole, Mayor

Stephanie Garcia, City Secretary

**A RESOLUTION
CANVASSING THE RETURNS OF ELECTION
OF FOUR COUNCIL MEMBERS**

WHEREAS, an election was held in the Town of Fulton, Texas on May 6, 2023, for the purpose of the election of Alderman Place 2, Alderwoman Place 3, Alderman Place 4, for full terms, and Alderwoman Place 5 for the remaining one-year term; and

WHEREAS, the Town Council has reviewed and investigated all matters pertaining to this election, including the ordering, notices, election officers, holding and returns thereof; and

WHEREAS, the Town Council hereby canvasses the returns of this election, at which there was submitted to all resident, qualified electors of the Town for their action thereupon, the election of Alderman Place 2, Alderwoman Place 3, Alderman Place 4, for full terms, and Alderwoman Place 5 for the remaining one-year term; and

WHEREAS, the Town has diligently inquired into the poll lists and the official election returns which were duly and lawfully made to this Town Council by the Aransas County Election Administrator holding and conducting the election; the poll lists and the official election returns showing separately the votes cast in the election; and

WHEREAS, from these returns, this Town Council hereby finds that the following votes were cast in the election by voters who were resident, qualified electors of this Town; and

WHEREAS, each of the candidates in said election received the following votes:

<u>Candidate</u>	<u>Number of Votes</u>
<u>Place 2</u>	
Christopher Garis	71
Victor Contreras	42
<u>Place 3:</u>	
Rebecca Johnson	57
MaryAnn Pahmiyer	60
<u>Place 4</u>	
Margo Nielsen	59
Carl Biesenbach	52
<u>Place 5</u>	
Roman S. Cortez	27
Laura McCorkle	80

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FULTON, TEXAS THAT:

Section 1. The Town Council officially finds, determines, and declares that the election was duly and properly ordered, that proper legal notice of such election was duly given in the English language and the Spanish language, that proper election officers were duly appointed prior to the election, that the election was duly and legally held, that all resident, qualified electors of the Town were permitted to vote at the election, and due returns of the results of the election had been made and delivered, and that the Town of Fulton has duly canvassed each returns, all in accordance with the laws of the State of Texas and of the United States of America and the order calling the election.

Section 2. The following persons are therefore elected to the position as indicated in Resolution R-05-2023:

- Place 2 Chris Garis
- Place 4 Margo Nielsen
- Place 5 Laura McCorkle

Section 3. There is no request for recount for Place 3. The following person is therefore elected to the position as indicated:

- Place 3 MaryAnn Pahmiyer

PASSED AND APPROVED on the 7th day of June, 2023.

TOWN OF FULTON

Kelli Cole
Mayor

ATTEST:

Stephanie Garcia
City Secretary

**SECTION 00 52 00.00
AGREEMENT**

THIS AGREEMENT made this the 31st day of May, 2023, by and between **Lester Contracting, Inc.** (a corporation organized and existing under the laws of the State of Texas) hereinafter called the "Contractor", and **Town of Fulton** hereinafter called the "Owner."

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, **TOWN OF FULTON PRAIRIE ROAD IMPROVEMENTS FAIN PROJECT NO. 4332DRTXP0000001** for the Federal Emergency Management Agency (FEMA) Public Assistance Program, all in strict accordance with the contract documents including all addenda thereto, numbered Addendum #1, dated July 11, 2022, all as prepared by **Hanson Professional Services**, acting and in these contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price. The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in **\$468,790.00** hereof.

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed Copy of Bid
- f. General Conditions, Part I
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)
- j. [Add any applicable documents]

ARTICLE 4. Performance. Work, in accordance with the Contract dated 5/31/2023, shall commence on or before August 2nd, 2023, and Contractor shall complete the WORK within 120 consecutive calendar days thereafter. The date of completion of all WORK is therefore November 29th, 2023.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this

Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

Procurement and Contracting Requirements

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate original copies on the day and year first above written.

Lester Contracting, Inc.

(The Contractor)

By Ken Lesty Jr

Title President

The Town of Fulton

(Owner)

By _____

Title _____

Corporate Certifications

I, Kendra Boone, certify that I am the Secretary of the corporation named as Contractor herein; that Ken Lester, Jr. who signed this Agreement on behalf of the Contractor, was then President of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Kendra Boone Seal (Corporate Secretary)

Procurement and Contracting Requirements

END OF SECTION

SECTION 00 63 63.13
CHANGE ORDER FORM

Change Order 1

Date of Issuance: 4/27/2023	Effective Date:
Owner: Town of Fulton	Owner's Contract No.:
Contractor: Lester Contracting, Inc.	Contractor's Project No.:
Engineer: Hanson Professional Services, Inc.	Engineer's Project No.: 21L0048
Project: Fulton Prairie Road Improvements	Contract Name: FAIN Project No. 4332DRTXP0000001

The Contract is modified as follows upon execution of this Change Order:

Description: Change in price due to material price increase.

Attachments: Revised breakdown.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 468,790.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 468,790.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ 60,165.00 Increased material pricing as indicated on the following sheet.	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 528,955.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: 	By: _____	By: 
Engineer (if required)	Owner (Authorized Signature)	Contractor - Lester Contracting, Inc.
Title: CRAIG B. THOMPSON, PE. ASST. VICE PRESIDENT	Title: _____	Title: Project Manager
Date: 5/3/23	Date: _____	Date: 4/27/2023

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



LESTER CONTRACTING, inc.

P.O. Box 986 • Port Lavaca • TX • 77979 • (361) 552-3024 • FAX (361) 552-4049

Prairie Rd., Fulton Texas

4/3/2023

	Description	Qty	Unit	Contract unit price	Total	Increased unit price	Total
1	Traffic control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00
2	SWPPP	1	LS	\$ 4,900.00	\$ 4,900.00	\$ 4,900.00	\$ 4,900.00
3	Mobilization	1	LS	\$20,000.00	\$ 20,000.00	\$25,500.00	\$ 25,500.00
4	36" RCP	331	LF	\$ 265.00	\$ 87,715.00	\$ 290.00	\$ 95,990.00
5	42" RCP	352	LF	\$ 320.00	\$ 112,640.00	\$ 350.00	\$ 123,200.00
6	48" RCP	448	LF	\$ 385.00	\$ 172,480.00	\$ 425.00	\$ 190,400.00
7	Driveway repair concrete	950	SF	\$ 17.00	\$ 16,150.00	\$ 22.00	\$ 20,900.00
8	Driveway repair asphalt	1,340	SF	\$ 22.50	\$ 30,150.00	\$ 30.00	\$ 40,200.00
9	Driveway repair limestone	165	SF	\$ 27.00	\$ 4,455.00	\$ 37.00	\$ 6,105.00
10	Water service connection	16	EA	\$ 450.00	\$ 7,200.00	\$ 480.00	\$ 7,680.00
11	Sanitary sewer connection	16	EA	\$ 350.00	\$ 5,600.00	\$ 380.00	\$ 6,080.00

Contract Total \$468,790.00

New Contract Total **\$528,955.00**

Change Order Amount **\$ 60,165.00**

Reservation Policy/Rental Contract Areas of Revision – June 2023

Reservation Policy

- Cleaned up repetition, spelling, & grammar.
- Security /Alcohol Section – we now coordinate with Chief Harrell for all security coverage instead of Rockport PD.
 - Put the responsibility of TABC requirements on Lessee.
- Checks made payable to the Town of Fulton since the bank no longer accepts made payable to Paws & Taws.
- Updated Noise Ordinance section to match current noise ordinance levels.

Rental Contract

- On page two added place for Lessee to acknowledge receipt/review of Reservation Policy.
 - Last page added in short indemnity clause above signatures.



RENTAL CONTRACT AGREEMENT

Lessee(s):

Address:

City/State/Zip:

Phone #: (C)

Email:

Date(s) of Event:

Type of Event:

Attendance # _____ Photo ID Copy: () YES () NO

This agreement shall bind all parties and their respective heirs, executors, successors, administrators, and assigns.

This contract must be signed in duplicate and returned to Lessor within Thirty (30) days, or it may be considered null and void.

Town of Fulton employees must have access to the building any time it is deemed necessary.

Should you have any complaints or issues, please call Town Hall at 361-729-5533.

YOU ARE RESPONSIBLE FOR ANY DAMAGES THAT OCCUR DURING YOUR RENTAL. ANY AMOUNT THAT EXCEEDS YOUR DEPOSIT WILL BE YOUR RESPONSIBILITY. FAILURE TO PAY WILL RESULT IN SENDING IT TO OUR LEGAL DEPT.

FAILURE TO SECURE FACILITY WILL RESULT IN A TOTAL LOSS OF YOUR ENTIRE SECURITY DEPOSIT.

NO ALCOHOL MAY BE SERVED TO ANY MINOR UNDER ANY CIRCUMSTANCES. NO ALCHOCOL TO BE SERVED IF NO SECURITY IS PRESENT AT EVENT. ABSOLUTLY NO USE OF ILLEGAL SUBSTANCES AND/OR ABUSE OF ALCOHOL ALLOWED.

Initial: _____



MAIN HALL (FCC):

- () Private: _____
- () Non-Profit: _____
- () Veteran/Military: _____
- () First Responder: _____

BREAKAWAY ROOM(S):

- () Room #1: _____
- () Room #2: _____
- () Room #1 & #2: _____

PARK USE:

- () Park p/day: _____

of Extra Hours @ \$100 p/HR: _____

Cleaning Fee \$350.00: **\$350.00**

Refundable Security Deposit: **\$500.00**

Total Amount: _____

Signature of Lessee: _____ Date: _____

Coordinator: _____ Date: _____

Mayor: _____ Date: _____



Rental Amount: \$ _____	
Security Deposit: <u>\$500.00</u>	Rental Amt. Paid: _____ Rental Amt. Paid: _____
Date paid: _____	Check#: _____ Check#: _____
Check #: _____	M/O #: _____ M/O #: _____
M/O # _____	Receipt#: _____ Receipt#: _____
Receipt#: _____	Date Paid: _____ Date Paid: _____
	Balance Due: _____ Balance Due: _____

****Remaining Balance of Contract is to be completely paid Thirty (30) Days prior to your scheduled event.**

Failure to do so will result in Cancellation of your event .

Lessee agrees to INDEMNIFY and hold Lessor and/or property owner harmless for any and all claims including those of third parties, arising out of or in any way related to Lessee use of the property or the items of personal property. Lessee assumes all risk of injury or other losses relating to any recreational activities and will hold Fulton Convention Center and its agents harmless with respect thereto.

This agreement shall be construed and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Aransas County, Texas and venues of all litigation shall be in Aransas County, Texas.

By signing this contract, I agree that I will abide by the Rules and Regulations for the Fulton Convention Center as stated in the Reservation Policy. Should I cancel this contract, I will be held accountable according to the cancellation policy set forth in the Reservation Policy. Failure to pay rental fee by due date above could void this contract. I acknowledge by my signature that this contract is legal and binding.

Signature of Lessee: _____ Coordinator Signature: _____

Date: _____

Date: _____

Mayor Signature: _____ Date: _____

402 North Fulton Beach Road, P.O.Box 1130- Fulton, Texas 78358 - (361) 729.2388 ph.





Fulton Convention Center

Reservation Policy

402 N. Fulton Beach Rd.

P.O. Box 1130

Fulton, Texas 78358

For Appointments Call

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Rental Fees

The Town of Fulton and the Fulton Convention Center (collectively “Lessor”) hereby reserves and retains the right to amend, alter, change, delete, or modify any of the provisions of this Reservation Policy (the “Policy” or “Reservation Policy”) at any time and from time to time, without notice, in any manner that whatsoever, subject to Lessee's approval. A person or entity (the “Lessee”) permitted to rent the Fulton Convention Center shall abide by all terms and conditions as outlined herein.

Lessor reserves the right to refuse service or to rent to anyone for any reason other than race, religion, national origin, gender or other prohibited reasons. Lessor will not rent to any person (or their family members), organization or entity that previously has not followed the policy and procedures established by the Lessor for use of the Fulton Convention Center (the “Facility”). Policy violations that shall be a basis for future denial of the opportunity to rent the Facility will include but not be limited to the following: failure to leave the Facility clean, not having proper Security personnel in place, **allowing the use of illegal substances, abuse of alcohol**, allowing smoking in the Facility or causing or permitting damage to Facility.

Rental of the Facility for an event (the “Event”) includes exclusive use of the Fulton Convention Center main building and attached patio(s). The grounds beside and behind the Convention Center along the water’s edge are a public park and are not included in any rental agreement. **Plases keep in mind that the Convention Center is located at Fulton Park and activities (small or large events) may go on at any time in any of the park areas.** All Facility parking is public parking and is therefore shared with any park activities or events. Lessor’s employees have the ability to access the Facility at any time deemed necessary, including during the Event.

- **Rental Times are Sun-Thurs 9am-11pm, Fri/Sat 10am -12 midnight.**
- **Additional hours for set up or breakdown are available for \$100.00 p/hr.**
- **There will be no partial rentals on Friday, Saturday , or Sunday.**

NO UNDERAGE DRINKING WILL BE ALLOWED DURING THE EVENT AT THE FACILITY UNDER ANY CIRCUMSTANCES. LESSEE SHALL BE RESPONSIBLE FOR ALL FACILITY DAMAGES THAT OCCUR DURING THE EVENT. LESSEE’S FAILURE TO PAY FOR SUCH DAMAGES WILL RESULT IN LESSOR TURNING ANY & ALL ISSUES OVER TO OUR LEGAL DEPARTMENT.

Reservation Deposit:

A reservation/damage deposit (the “Security Deposit”) of **\$500.00** must be deposited with Lessor to secure a date (the “Event Date”) for the Event. The Security Deposit may be paid with check, money order, or cashier’s check made payable to **Town of Fulton**.

A date is not reserved until a Security Deposit is paid and the Rental Agreement is signed by Lessee.

- * Lessee’s violation of this Reservation Policy is sufficient cause for forfeiture of the Security Deposit .
- * In the event the Rental Fee is waived for any reason, the Security Deposit of \$500.00 must still be paid by Lessee. Lessee is required to clean the Facility after the Event, Facility cleaning will include all items listed under clean-up. Outside porch area(s) and immediate grounds (including parking lot) will need to be cleaned by Lessee and any trash, taken to dumpsters. All decorations clips or attachments, etc. must also all be removed by Lessee.

Capacity:

Maximum Facility capacity according to Fire Marshall Code is 575. (This number is to include caterer, servers, band, etc.).

Reservations:**Contact information:**

Lessee is responsible for providing Lessor with current contact information. Lessor is not responsible or liable for incidental and consequential damages as a result of Lessor’s inability to contact Lessee due to inaccurate Lessee contact information.

Payment Deadlines

The Security Deposit will hold the designated Event Date. The Security Deposit must be received by Lessor no later than 24 hours following Lessee’s first request to reserve the Event Date. If the Security Deposit is not received by the end of the next day after the first date of contact, the request will be cancelled and that date will be released and made available to the public. An Event date is considered reserved only after receipt of the Security Deposit. **The Rental Fee must be paid in full within 30 days prior to the Event. It is Lessee’s responsibility to remember this date. Lessor is not required to remind Lessee of the due date. Lessee’s failure to pay the Rental Fee with the stated timeframe may result in Lessee’s loss of the Event date.**

For reservations made less than six months in advance of the Event, the Rental Fee is due within one month of paying the Security Deposit.

For reservations made less than one month in advance of the Event, full payment of the Rental Fee must be made within 2 days of request for the Event Date, by cashier's check or money order made payable to **Town of Fulton**.

Method of payment:

Payments will be accepted in the form of **personal checks (with driver's license and telephone number), cashier's check, and or money order made payable to Town of Fulton.**

All checks must be made payable to Town of Fulton and event date referenced in the memo.

For Payments made less than one month prior to the Event Date, only cashier's checks or money orders will be accepted as method of payment.

All payments will be promptly deposited. Lessor will not hold postdated checks.

Returned Checks:

There will be a **fee of \$30** assessed for all returned checks. Payments made for returned check and NSF charges must be made by cashier's check or money order **ONLY**. All remaining payments made after receipt of a returned check must also be paid by cashier's check or money order **ONLY**.

All returned checks must be paid within **fourteen (14) days** of notification by Lessor. Failure to do so will result in cancellation of Lessee's Event Date and forfeiture of Lessee's Security Deposit.

Refunds:

Cancellation Refund:

Due to the high volume of Facility rentals that Lessor provides, the Security Deposit is non-refundable if Lessee terminates the reservation for any reason. It is Lessee's duty to reserve the correct date. Any amounts paid by Lessee except for the Security Deposit may be refunded if Lessee cancels a reservation in writing on or before the 60th day prior to the Event Date.

No Show Refund:

If Lessee fails to cancel an event as stated in the above Cancellation Refund Section and does not show for the Event, Lessee will forfeit the **entire Rental Fee**. In the event of a remaining balance owed, the balance will be deducted from the Security Deposit. Lessee will remain responsible for any Rental Fee balance not covered by the Security Deposit.

Security Deposit-Refund:

The Security Deposit will be returned in full by mail within six weeks after the date of the Event **if the terms of this Reservation Policy and the Rental Agreement are fulfilled.** All Rules and Regulations set forth in this Policy should be followed completely. In the event Lessee fails to comply with the terms of this Policy the Lessee will be responsible for any charges or fees that apply and such will be deducted from the Security Deposit and the balance, if any, will be returned with an explanation of deducted charges. **If damages and /or cleaning or penalty charges exceed the Security Deposit, Lessee will be billed for the remaining balance.** Lessor is not responsible for refunds lost in the mail. Any refund check that is re-written due to loss will be for the amount less any bank charges.

Transfer of Event Date:

An Event Date can only be transferred without penalty if the transfer is done over ninety (90) days from the original scheduled Event Date.

In the event a transfer of an Event Date is less than ninety (90) days prior to the Event, the transfer will be treated as a cancellation and the Cancellation Refund Policy will be enforced.

Emergency Cancellation Refund:

For cancellations made by the Lessor or Lessee due to impending weather, forces of nature or government regulations, any other reasons beyond Lessor's control, Lessee will be issued a full refund. Also, a total refund of paid fees is issued if an Event is cancelled due to a declared emergency. Lessor will not be liable for incidental and consequential damages as a result of a cancellation due to the aforementioned reasons.

Key Control:

One key will be provided to Lessee. **For a weekend Event Date, Lessee must make arrangements with the Coordinator on an agreed upon time for key pick-up.** The key may not be used to enter the Facility before the time designated by Lessor. Use of the Facility at a time other than listed on the Rental Agreement is cause for forfeiture of the Security Deposit. (Key pick-up time may differ for a Holiday weekend rental and Lessee will need to check with the Coordinator.) The key provided will unlock all doors entering the main Facility building. All entry doors must remain unlocked during the entirety of the Event (this includes both sides of the double entry doors.) Lessee must ensure that all doors have been locked when exiting the Facility building. Failure to properly secure the Facility or lost keys will result in a **loss of Lessee's entire Security Deposit.**

Lessor is not liable for incidental and consequential damages as a result of Lessee not picking up the key before the stated deadline. It is Lessee's responsibility to provide Lessor with Lessee's updated contact information in the event the Coordinator needs to contact Lessee.

Any changes to Lessee's contact information such as phone number or address should be reported to the Coordinator. At the end of the Event, Lessee shall place **the key inside the black mail box drop slot on the wall beside the Coordinator's office door (front of building).**

Parking:

The parking lot is public; if there are other events in the park then the public may use the parking lot. Rental of the Facility does not include exclusive use of the parking lot.

All cars parked in the Fire Lane will be towed away at the owner's expense. The Fire Lane runs across the front of the Facility building. Designated handicap parking is in the front, off to the right of the Fulton Convention Center with a handicap accessible sidewalk for easy access to the Facility building. Lessee is solely responsible for informing caterers, deliveries, entertainment and guests of these parking regulations. Vehicles found to be in violation will be towed at vehicle owner's expense.

At no time should the emergency access entrance to the Facility building be blocked.
At no time should there be any vehicles parked on either side of the Facility (grass areas) that is not part of parking lot.

Food Truck(s) Parking:

Food Truck(s) are allowed the following two (2) parking options.

1. Parking in the **FRONT** of the Fulton Convention Center making sure to leave the covered drop off/pick up U-Drive unblocked. There is a sidewalk leading up to the Facility off to the right between the U-Drive and Handicap parking. (Handicap friendly as there are NO STEPS)
2. Parking in the main parking lot to the **LEFT** of the Fulton Convention Center. (ONLY STEPS, NO RAMP)

Food Truck(s) Catering Information:

Food Truck(s) are not allowed to serve as a 'Vendor' BUT are allowed to serve as a 'Caterer' ONLY unless the event is hosted and/or sponsored by the Town of Fulton. Serving only as a caterer means there is NO selling of food from the Food Truck. Food can be prepared inside the Truck and then brought inside to distribute as a Caterer would.

Air Conditioning:

The A/C is a prescheduled system controlled exclusively by the Coordinator.

Lessee shall NOT prop open emergency doors to allow guest access to the rear deck, these doors are for **EMERGENCY USE ONLY**. Lessee shall not prop open any of the main entry doors in order to make it easier to bring items in. Propping the doors open will release all the cool air and the air conditioning system will not be able to operate properly.

Security: Lessee is solely **RESPONSIBLE** for following the Policy in regards to Security Requirements for the Event, if required under the terms of the policy as stated below.

At events where alcoholic beverages are present or consumed, it is **MANDATORY** that Lessee provide **CERTIFIED TEXAS PEACE OFFICER(S)** as SECURITY for the Event. For any event where alcohol is being consumed, **ONE(1) CERTIFIED TEXAS PEACE OFFICER per hundred people is required.**

Lessee will notify Coordinator of need and it will be requested with the Fulton Chief of Police.

\$50.00 per hour per officer .

Lessee is required to pay Security directly .

If Security is not to be provided, Lessee must sign off that no alcoholic beverages will be present or consumed at the Event and must provide a sign stating **“alcoholic beverages are prohibited” that shall** be posted at **all entrances**. Any Event found to have alcohol present without the presence of Security officers is sufficient reason for the Event to be shut down, in violation of this Reservation Policy. Any Event shut down for Lessee’s violation of this Reservation Policy or the Rental Agreement, is sufficient cause for forfeiture of the Security Deposit.

Alcoholic Beverages:

IT IS THE LESSEE'S SOLE RESPONSIBILITY TO COMPLY WITH ALL LAWS AND RULES AS SET FORTH BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION. IF YOUR EVENT IS REQUIRED TO OBTAIN A TEMPORARY ALCOHOLIC BEVERAGE PERMIT, A LETTER GRANTING PERMISSION CAN BE OBTAINED FROM THE COORDINATOR. THE ORIGINAL ALCOHOL PERMIT/LICENSE MUST BE POSTED IN A PROMINENT LOCATION DURING THE ENTIRE EVENT.

To prevent damages to the Facility floor, water hog mats are to be used and placed under ALL ICE CHESTS/COOLERS, tables and/or machines where beverages/liquids are being served and/or dispensed. The use of ice chests/coolers, beverage machines without a water hog mat underneath is a violation of the Reservation Policy and will be cause for forfeiture of the Security Deposit. Lessee may NOT use the Fulton Convention Center trash cans to ice-down kegs.

Fire Code:

Fire Code regulates a Facility maximum capacity of 575.

Smoking is not allowed anywhere inside the Facility building. Smoking is only allowed outside the Facility. It is Lessee's responsibility to enforce this policy during the Event. Violation of this policy will result in a fine depending on extent of damages.

All entry doors must remain unlocked during the entirety of the Event. This includes both doors at front entry, and vendor loading/unloading entrance off the kitchen hallway. Access to exit doors and fire extinguishers cannot be blocked by tables, chairs or decorations. Fire extinguishers are not to be removed from their location for any reason (except in the event of fire.)

Fire extinguishers and signs stating location of fire extinguishers cannot be covered. Lessee's failure to comply with this policy will result in forfeiture of the Security Deposit, as well as a possible fine and shutdown of your Event by the Fire Marshall.

Noise Ordinance:

According to the Town of Fulton Noise and Sound Ordinance No. 185C

Maximum Permissible Sound Levels:

- A. No person shall conduct, permit or allow any activity or sound source to produce a sound that is discernible beyond the property lines of the property on which the sound is being received when measured as provided in Section B of this Section, exceeds the applicable dB (A) level listed below for the property on which the sound is received:
Eighty Five (85) dB(A) at any time during daytime hours, 7am-11pm.
Eighty (80) dB(A) at any time during nighttime hours, 11pm-7am.
- B. The dB(A) levels set forth in this Section apply to the property where the sound is being received. Any sound that when measured at the property where the sound is being received exceeds the dB(A) levels set forth in this Section is a violation of this Ordinance.

Allowable Decorating:

Lessee must **inform any event planner, decorator or any person assisting with decorating,** of all Lessor policies regarding allowable decorations. **Lessee is responsible for any damage fee**

for non-compliance by decorators, of any and all Lessor policies. **LESSEE SHALL ENSURE THAT ALL TABLES HAVE SOME TYPE OF TABLE CLOTH COVERING ON THEM DURING THE EVENT.**

Lessee may use any free-standing decorations. Rice, bubbles, and birdseed may only be used **outside** the Facility building and must be cleaned prior to the end of the event.

Non-Allowable Decorations:

Candles:

The use of real candles is PROHIBITED. All candles must be L.E.D. or battery operated. Unity candles for a wedding ceremony may only be used with Lessor's prior written permission and only during the wedding ceremony itself. The use of real candles is a violation of the Reservation Policy and will be cause for forfeiture of the Security Deposit.

Wish Lanterns:

Lessee may not use wish lanterns of any kind due to:

1. Being within 5 miles of an airport
2. Within the flight path of same airport
3. Wind direction could take lantern into populated residential area
4. Wind velocity according to recommended manufacturer's instructions.

Décor may be tacked/hung from existing runner MID WALL only. NO pinning, tacking, pushpins, tape, nails, screws, thumbtacks, brads, staples, poster compound, duct tape, or any other items, may be used on the Facility walls, windows or floors for decorations or any other reason. GLITTER, CONFETTI, TABLE SCATTER, STRAW, HAY are not allowed inside or outside Facility. The Security Deposit will be forfeited, if any of these or other similar items are found to have been used.

All decorations are required to be removed from the Facility building at the end of the Event. **No rental items may be left for pick-up by rental center on the following day.** Failure to remove rental items will result in a minimum damage fee of \$50 to be deducted from the Security Deposit. Any decorations left behind will be disposed of. **It is Lessee's responsibility to make sure all decorations are removed. This includes removal of all strips, clips, string, monofilament, etc. used in the decorating.**

Stage:

Food serving tables and sit-down dinner tables are **NOT** allowed on the stage. The placement of these certain tables on the stage is a violation of the Reservation Policy and will be cause for forfeiture of the Security Deposit. **NO FOOD OR DRINKS ARE ALLOWED ON THE STAGE AREA.**

Children's Tables - Any Event:

Any items used at a children's (activity) table must be of a washable nature. A fee will be imposed for any markings found on wall, tables, chairs, etc. depending on the extent of such damage.

Sound System:

Advance notice should be given to the Convention Center Coordinator if the sound system is to be used by Lessee. **If any damage is sustained to any sound system equipment or, projector/projector screen, Lessee will be billed for any repair or replacement costs.**

*** Bluetooth information is provided at key pick-up and posted at numerous areas in the Center .**

Wi-Fi:

Wi-Fi is available for vendor use, business meetings and conventions only. Lessor is **not** responsible for any consequences caused by unavailability due to Wi-Fi server. Wi-Fi info is posted to the left of the stage as well as numerous areas in the Center.

Kitchen:

The Facility kitchen is a Cater/Prep kitchen, not a full-service kitchen. Lessee may use the warmer only with advance notice to the Coordinator. Lessee **WILL BE RESPONSIBLE** for all kitchen equipment used during the Event. Lessee's failure to return everything in an acceptable manner will result in the total cost of the damages to be deducted from the Security Deposit. If such damages exceed the Security Deposit total, Lessee will be billed for the remainder.

Catering:

Lessee may use a professional caterer or cater the Event him/herself. Lessees are encouraged to have the caterer schedule a visit in advance to view the Facility and equipment available to them. Caterers must be advised that their set-up and clean-up must be during the contracted hours stated on the Rental Agreement.

Any items used by the caterer must be removed from the Facility building by the end of the contract period. Failure to remove rental items will result in a minimum damage **fee of \$50** to be deducted from the Security Deposit.

Lessee must be present to open the doors for the caterer as only one key will be assigned. The Coordinator or Town of Fulton employees are not responsible for unlocking the Facility or receiving deliveries. Lessee is responsible for advising the caterer of all cleaning requirements for the kitchen area and will be responsible for the kitchen if not cleaned by the caterer.

Lessee is responsible for informing caterer of designated outdoor cooking area for any onsite cooking.

Fire Security:

Several fire extinguishers are available throughout the Facility building. Their location is listed on the diagram in the serving kitchen. **Doorways, fire exits, walkways and fire extinguishers cannot be blocked off or covered at any time.** Please refer to Fire Code on page 6.

Cooking:

There is no open flame cooking allowed inside the Facility building or on any covered area/patio/walkways connected to the Facility building. Violation will be cause for forfeiture of the Security Deposit.

BBQ pits, gas grills, deep fryers, smokers or any kind of cooking device or equipment must be placed outside, at least **12 feet** away from any Facility building. (Please see Coordinator for grounds layout of designated outdoor cooking area.) Attention should be given to wind direction when determining an area for any of the aforementioned items to be placed. Placement in any area other than that designated will only be with prior written permission from the Coordinator.

All coals, ashes, oils, etc. used for these cooking devices **must be removed from the Facility grounds at the end of the Event.** Dumping of any of the aforementioned items on the Facility grounds will result in a damage fee (depending on extent of damages) that will be deducted from the Security Deposit.

Set Up & Breakdown:

All set-up and breakdown of the tables & chairs is the sole responsibility of the Lessee.

Lessor's tables and chairs are **NOT** to be used outside the Facility. A damage **fee of \$50** per item will be assessed if it is found that Lessor's tables and or chairs were used outside of the building. Damages to any tables or chairs will be deducted from and could result in the forfeiture of the Security Deposit.

Set-Up:

Set-up of Event is the responsibility of the Lessee. Tables cannot be placed in front of doors. Tables cannot be placed in front of fire extinguishers. Easy access must be available to all exits and all fire extinguishers at all times.

Break-Down:

Break-Down of all tables/chairs is the responsibility of the Lessee. Tables/Chairs are to be placed back into the designated storage room(s) that they initially came out of.

Any tables and chairs used should be cleaned before being returned to the storage area.

The men's and women's restrooms have extra trash liners located on each trash receptacle. Large trash receptacles will be lined and equipped with one (1) extra liner over the side. A damage fee will be imposed if trash receptacles are improperly used. **ALL CARDBOARD BOXES MUST BE BROKEN DOWN AND PLACED IN DUMPSTER. FAILURE TO DO THIS WILL RESULT IN A DAMAGE FEE OF \$100.**

Removal of **ALL** food, trash, and decorations is the responsibility of the Lessee. All trash should be taken out and put in the dumpsters on the North side of the Facility building.

A damage **fee of \$50** will be assessed for stains to tables, on walls, floors, doors, etc. that require extra/special cleaning.

Facility Flooring:

NO TAP SHOES. All shoes, boots or sandals with any type metal on the heels, toes, or soles are prohibited on Facility floors. Some examples are shoes with any type of tap or metal attachments, cleats, etc. These types of shoes scar and mark the Facility floors and destroy the finish on it.

No type of dancers wax, saw dust, sand, or any other abrasive may be used on the Facility floor for any purpose. No Exceptions.

The Facility Floor should be spot cleaned of any spills before leaving so not to stain or cause any kind of damage. **Damage to the Facility floor will result in a damage fee, depending on extent of damage and cost of repair.** This fee will be deducted from the Security Deposit. Lessee will be billed if damages exceed the Security Deposit.

Building Security and Exit Checklist:

Prior to leaving, Lessee must complete the following procedures along with cleaning requirements to ensure receipt of full refund of the Security Deposit:

1. If sound system is used, turn off **Microphone(s)**. Return any equipment used to its appropriate place in the sound room. Failure to turn off sound system will result in a **\$50 damage** fee to be deducted from the Security Deposit.
2. Check equipment in kitchen (warmer) to ensure they have been properly turned off.
3. Check both Men's & Women's restrooms for running water in sinks and or toilets and turn off if needed. Check sinks in kitchen area for running water and turn off if needed.
4. Take out all trash to dumpsters **-THIS IS TO INCLUDE TRASH FROM BOTH RESTROOMS**

Secure and lock all glass doors at front entrance (2) and all (4) on water side .

Check metal Vendor loading door has been locked and all trash has been taken to dumpsters.

Failure to secure Facility will result in a total loss of Lessee's ENTIRE Security Deposit.

Return key in the Black Mailbox at the front of Coordinator's office.

Please report any problems to the Convention Center Coordinator.

Lost & Found:

Lessor is not responsible for any items left in the Facility building or grounds after the end of the Event.

Any property that remains in the Facility building or on the Facility premises will be considered abandoned by the Lessee and kept for a period of 7 days. **Any items not claimed at the end of 7 days becomes the property of Lessor.** Any large items left in the Facility building that would require storage or would interfere with the next rental are not subject to these rules and will immediately be disposed of.

Any food items left in the Facility building will be disposed of.

RED Emergency Phone located in the hall off the kitchen is Emergency use only, as it is only a dial out phone to the local Police Department.

Public Park & Pier:

Lessee's party is welcome to visit the park and pier. Lessee shall request its guest to be respectful to others around them, and to respect the equipment/people on the pier.

Vendors:

Ask Convention Center Coordinator for a list of local vendors.

Town of Fulton employees shall have unrestricted access to the Facility building any time it is deemed necessary.

Should you have any complaints or issues, please call Town Hall at 361-729-5533.

Indemnification:

Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from Lessee's use of the Facility or from any activity permitted by Lessee in or about the Facility unless caused by the gross negligence or willful misconduct of Lessor. Lessee shall further indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from any breach or default in the terms of this Rental Agreement or arising from any act, negligence, fault, or omission of Lessee and from and against any and all costs, reasonable attorney's fees, expenses, and liabilities incurred due to such claim or any action or proceeding brought on such claim. In case any litigation, action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, shall defend it at Lessee's expense by counsel approved in writing by Lessor.

