



Russell Farm Art Center Alcohol Policy (“Policy”):

It is the intention of the City of Burleson, Texas (“City”) to provide for the safe and responsible use of alcoholic beverages in municipal parks in general. This policy governs the use of alcohol at the Russell Farm Art Center.

All alcoholic beverages must be served by a licensed catering company registered in Johnson County, Texas. Additionally, the bartender serving the alcohol must be certified by the Texas Alcoholic Beverage Commission (“TABC”). The renter will be required to present a contract and invoice from the catering company as proof of the bartender services to the Burleson Parks and Recreation Russell Farm Art Center staff.

- Texas Certified Peace Officer Attendance Policy: For every fifty (50) attendees at the event, it is mandatory to have one Texas Certified Peace Officer in attendance. The renter is responsible for paying the officers directly in cash before the commencement of the event and providing proof of scheduled officers to the Burleson Parks and Recreation Russell Farm Art Center staff forty-eight (48) hours prior to the reservation.

Any violation of this policy shall be subject to the City’s Code of Ordinances, described below.

City of Burleson Code of Ordinances:

§ 58-4 Alcoholic beverages in parks, park facility and certain events. It shall be unlawful for any person to sell, bring into, consume, or possess alcoholic beverages in any city park or park facility. Violation of this section is a misdemeanor and, upon conviction, shall be as provided in section 1-14. Each violation of this section shall be deemed a separate offense.

- (a) The director may grant, in writing, an exception to this prohibition for certain private parties (i.e., wedding receptions, anniversaries, family reunions, etc.) and special events that are conducted at Russell Farms and the [City of Burleson] Senior Center.*

Insurance

A minimum of one million dollars (\$1,000,000.00) in liquor liability insurance shall be required for special events at the Russell Farm Art Center with an anticipated attendance greater than five hundred (500) people. The “City of Burleson, Texas” shall be named as additional insured on such insurance. Proof of purchase shall be provided at least fourteen (14) days prior to the event, and shall include waivers of subrogation in favor of the City.

Minors and Alcohol



When alcoholic beverages are being consumed, minors must be accompanied by a responsible adult of legal age. Minors must not be served or provided alcoholic beverages, either directly or indirectly, by any person.

Alcohol Practices Prohibited

Practices including, but not limited to, oversized drinks, double shots of spirits, drinking contests, volume discounts, and unlimited free alcohol, which encourage increased immoderate consumption, are prohibited.

Other violations include: (1) serving someone to intoxication; (2) serving someone who is already intoxicated; (3) serving persons not of legal age; and (4) failing to prevent impaired individuals from driving.

Lewd behavior, including but not limited to exhibitionism, voyeurism, using or displaying obscene language, gestures that convey a sexually explicit message, or any sexual conduct or other physical contact deemed inappropriate for a public place is prohibited.

Enforcement

Violations of any type, willful or not, shall be a consideration factor in approval or disapproval of a user's future request for use of Russell Farm Art Center for special events involving sale or consumption of alcoholic beverages.

Nothing in this policy shall prevent any violation, willful or not, from being investigated as a separate matter, by any governmental agency charged with enforcement of alcoholic beverages codes and regulations. Nothing in this policy shall preclude any governmental agency authorized to regulate alcoholic beverages from entering the Russell Farm Art Center, for the purposes of investigating compliance with all applicable state, county, and municipal laws, codes, and regulations.

Video Authorization and Release

Any equipment, props, or other personal property must be removed upon conclusion of an event at the Russell Farm Arts Center. The Russell Farm Art Center must be cleaned-up and restored to its condition prior to its use.

Hosts, guests, or invitees may not capture or gather media at Russell Farms Art Center that depicts or contains pornography, obscene material, sexual conduct, or a sexually orientated performed as defined by Section 43.28 of the Texas Penal Code; or any other material that is offensive to the values of the City.

Any media authorized to be captured or gather may be used in perpetuity, excepting branding of the Russell Farm Art Center, including but not limited to logos and brand names. The undersigned shall not have any rights to nay media captured or gathered that is in violation of



this Policy. The undersigned agrees that all copyright and other property interests in any unacceptable media produced, if any, will vest at the time of their creation in the City and the undersigned will have no copyright or other property interest in any such unacceptable media, including any works related thereto, produced pursuant to the use of Russell Farm Art Center. The undersigned further agrees that any copyright or other property interest in unacceptable media that vests in the undersigned is hereby assigned in its entirety to the City, and this assignment includes all of the rights of the undersigned under copyright or any other applicable law.

WAIVER, RELEASE, AND INDEMNIFICATION

IN CONSIDERATION OF THE CITY ALLOWING ME TO USE THE RUSSELL FARM ART CENTER OR ENGAGE IN PROGRAMS, EVENTS, OR ACTIVITIES DESCRIBED IN THIS POLICY, I HEREBY TAKE ACTION FOR MYSELF, MY EXECUTORS, ADMINISTRATORS, HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, AS FOLLOWS: 1) I HEREBY WAIVE, RELEASE, HOLD HARMLESS, AND DISCHARGE FROM ANY AND ALL LIABILITY, THE CITY, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, VOLUNTEERS, AND OTHER PARTICIPANTS, FROM AND AGAINST ANY AND ALL CLAIMS AND DAMAGES OF EVERY KIND WHATSOEVER, FOR MY INJURY OR DEATH AND FOR DAMAGE TO OR LOSS OF PROPERTY CAUSED BY ME ARISING OUT OF OR ATTRIBUTED TO THE USE OF THE RUSSELL FARM ART CENTER OR THE PROGRAMS, EVENTS, OR ACTIVITIES DESCRIBED IN THIS POLICY, EXPRESSLY INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ALLEGED TO ARISE IN WHOLE OR IN PART FROM THE PARTIAL OR SOLE NEGLIGENCE OF THE CITY AND ITS ELECTED OR APPOINTED OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND VOLUNTEERS; AND 2) I HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, VOLUNTEERS AND OTHER PARTICIPANTS, FROM ANY AND ALL LIABILITY, CLAIMS, ACTIONS, SUITS, JUDGMENT, DAMAGES, AND COSTS ARISING OUT OF OR ATTRIBUTED TO THE USE OF THE RUSSELL FARM ART CENTER OR THE PROGRAMS, EVENTS, OR ACTIVITIES DESCRIBED IN THIS POLICY, INCLUDING ANY INJURY OR DEATH AND DAMAGE TO OR LOSS OF PROPERTY RESULTING THEREFROM. THIS RELEASE SHALL BIND ME AND MY EXECUTORS, ADMINISTRATORS, HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, AND SHALL FOREVER SURVIVE THE TERMINATION OR COMPLETION OF MY USE OF THE RUSSELL FARM ART CENTER OR THE PROGRAMS, EVENTS, OR ACTIVITIES DESCRIBED IN THIS POLICY.

Compliance with Laws

The undersigned agrees to comply with all federal, state, and local laws, including all City ordinances and all rules and regulations of the police, fire, and health departments of the City.

I certify that I am over the age of 18, I am voluntarily signing this policy, and I am legally competent and under no duress or coercion to sign the same.



I have read and understand this policy and agree to comply with the conditions set forth.

Name: _____

Address: _____

City/State/Zip: _____

Number: _____

Signature

Date: