

The Grove at Frisco Commons City of Frisco Parks & Recreation | Play Frisco

Highlights

- 1. Deposits are non-refundable.
- 2. Damage & Cleaning Fees are refundable, upon successful final walk through and no damages.
- 3. Rental agreements for events less than 30 days out will not be accepted.
- 4. Final Payment is due in full at least 30 days prior to the first event date as scheduled in the Lease Agreement, unless otherwise agreed upon in writing with Play Frisco Staff.
- 5. Payment will be accepted in the form of check or credit card only. Checks must be made payable to the City of Frisco.
- 6. Rental agreements include exclusive use of rented facility/room only; it does not constitute exclusive use of multi-room facility or grounds.
- 7. The Licensee's designated point-of-contact must check-in with Play Frisco staff at the beginning of each daily Term.
- 8. A rental using A/V equipment will require a pre-scheduled A/V check.
- 9. All food and catering must be approved by Play Frisco staff at least one (1) month prior to the term. Licensee is strongly encouraged to contact the City of Frisco Health Department at 972-292-5304 to ensure they are following any and all City ordinances regarding food service. All applicable permits and licenses are the sole responsibility of the Licensee.
- 10. Play Frisco staff must be notified of the desire to use/serve alcoholic beverages at the time of booking. Licensee will be required to purchase event insurance and follow all guidelines in the Alcohol Section below.

Booking Policy

- 1. Licensee must be a minimum of 18 years old. The Licensee must be present during the entire reservation period.
- 2. Play Frisco reserves the right to book more than one event in a rental facility at a time. Consideration will be given to avoid noise or traffic concerns.
- 3. Rental times, including set up and take down, begin and end at the exact times agreed upon in the contract.
- 4. All event activities must be held within the contracted space(s). All event guests must be contained within the contracted rental space. If event exceeds maximum room occupancy guests will be asked to vacate premises.
- 5. If additional space is needed and available, Play Frisco will reserve and charge the current rental rate to the Licensee as an addendum to the existing contract.
- 6. Non-contracted common areas will be open to the public during normal business/operating hours.
- 7. Charging admission and moneymaking activities, for profit, in connection with the License are not permitted without written authorization from the Director or designee.
- 8. Play Frisco staff reserves the right to decline the License of the Facilities by any Licensee deemed unacceptable, based on past failure to comply with the Agreement, these Guidelines, and/or any other applicable law, rule and/or regulation, as they exist or may be amended.
- 9. All room capacities are posted and will be enforced in accordance with City's Fire Department regulations for safety. Capacities may vary from time-to-time based on City policy and its ordinances and regulations related thereto. Licensee is responsible for confirming the same with Play Frisco staff.



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Booking Priority

1. All activities will be scheduled and arranged through Play Frisco staff on a first come, first served basis with deposit.

General Liability Insurance

- 1. For large events of 100+ guests, it is required that Licensee purchase independent Event Insurance. Licensee will procure and maintain, at its sole cost and expense, comprehensive general liability insurance for the event/rental in which the City of Frisco is named as an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. User will furnish the City of Frisco with a certificate of such insurance at the time of signing this Agreement. Play Friso staff can supply a recommendation and example of insurance requirements.
- **2.** The following items must be submitted, in writing, to Play Frisco at least 30 days before event date:
 - a. Room and furniture layout
 - b. General Liability Insurance as notated above
 - c. If alcohol is being served, a proof of general liability insurance with Host Liquor Liability coverage is required at least 14 days before event and TABC Bartender Certificate and Officer information is due 14 days prior to event.
 - d. Vendor's names and required documentations (permits, insurance)
 - e. Contact information
 - f. Arrival time and event timeline
 - g. Audiovisual needs if applicable
 - h. Signage and other special requests

Payments

- 1. Payment may be made by credit card, debit card, money order or check; checks must be made payable to City of Frisco. Payment may not be made over the phone.
- 2. Invoice payments may be made online or in person at The Grove at Frisco Commons during business hours.

Payment Schedules

- 1. Payment schedule for events booked more than 30 days in advance:
 - a. **Deposit** of 50% of the total License Fee is due at time of booking, complete with executed contract.
 - b. Remaining 50% is due 30 days before the event date.
- 2. Payment schedule for events booked less than 30 days in advance:
 - a. 100% payment of the License Fee is due at time of booking, complete with executed contract.
- 3. Outstanding balances may result in forfeiture of rental date; events with outstanding balances on day of rental will not be permitted facility access.
- 4. Returned checks, stop payment, and insufficient fund notices may incur a penalty fee in accordance with City policies. All Lease Agreements may be cancelled by Play Frisco until account is paid in full.



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5. Holdover: Any occupancy prior to or past the Daily Term longer than a period of ten (10) minutes will incur additional charges per half-hour. Any members of the Licensee's party waiting for rides past the Daily Term are requested to do so outside the contracted facility.

A. Damage & Cleaning Fee

- 1. Damage & Cleaning Fee is required for all reservations. Damage & Cleaning Fee is not a payment toward the overall License Fee.
- 2. Damage & Cleaning Fee may be held, at the discretion of Play Frisco, if necessary, to determine the extent of damage and cost of repairs or replacement of property.
- 3. If the cost of cleaning, repairs or damage exceeds the amount of the Damage & Cleaning Fee, Licensee will be invoiced for the balance.
- 4. Any cost associated with damages and/or lack of cleaning of the facility, which is not covered by the Damage & Cleaning Fee, will be payable by the Licensee within ten (10) days after the event.
- 5. Damage & Cleaning Fee refund will be returned to Lessee within 30 days after event via mailed check or credit card refund, under the following conditions:
 - a. Facility and equipment are undamaged;
 - b. Event concluded within contracted time;
 - c. Licensee, including guests and vendors, complied with all Play Frisco policies;
 - d. All client items have been removed from the facility at the end of the contracted Term.

B. Refunds & Cancellations

- 1. All cancellation requests must be submitted in writing.
- 2. If Licensee cancels the Event more than 30 days before the Event date set forth above, Licensee shall forfeit the Deposit, however, Licensee shall be entitled to a refund of additional fees and the Damage & Cleaning fees.
- 3. If Licensee cancels the Event less than 30 days before the Event date set forth above, Licensee shall forfeit the Deposit and all License Fees paid up to the date of cancellation.
- 4. If rental facility or any portion thereof is destroyed or damaged by fire or other calamity so as to prevent the use of the venue for the purpose and during the periods specified in the agreement or if the use of the venue by Licensee is prevent by an act of God, civil riot, flood or any other cause beyond Play Frisco's control, then the agreement will terminate. Play Frisco shall not be liable or responsible to Licensee for any damages caused thereby and lessee waives any claim against Play Frisco or City for damages by reason of such termination except that any unearned portion of the fees due shall abate, or if previously paid, shall be refunded by Play Frisco within thirty (30) days of cancellation. Every reasonable effort will be made to reschedule the portions of the contract cancelled.

Staff

- 1. Play Frisco staff are prohibited from accepting tips.
- 2. A License agreement does not relinquish the right of Play Frisco staff to enforce departmental rules and regulations. City staff, including Public Safety personnel may enter facility, including rental areas, at any time or for any purpose.
- 3. A City employee will be present during all reservation times as required; employee will conduct an inspection of the facility at the beginning and the end of the rental period.
- 4. In addition, Play Frisco staff will:
 - a. Guide Licensee on basic set-up options of rented space and recommend appropriate layout of tables/chairs.

Lease Guidelines



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- b. Set up and take down agreed-upon furniture layout. Licensee is not permitted to move Play Frisco furniture that is not located in their contracted space.
- c. Attend to any emergency and contact Frisco emergency services if necessary.
- d. Provide a facility attendant for the duration of the rental window to answer facility questions, monitor facility, and enforce the policies enumerated in this document.
- 5. Licensee is responsible for:
 - a. All load-in and load-out of event materials not provided by Play Frisco.
 - b. All décor and event-specific set up with the exception of Play Frisco furniture.

Rental Policies and Procedures



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Alcohol

Play Frisco staff must receive any requests for use/distribution of alcohol at least one (1) month prior to the Term. Play Frisco staff will approve or reject any use or distribution of alcoholic beverages in writing at least fourteen (14) days prior to the Term.

- 1. It is the sole responsibility of Licensee to be knowledgeable of and comply with all codes and regulations regarding the service of alcohol.
- 2. Licensee is strongly recommended to contact the City of Frisco Health Department at 972.292.5304, and the Texas Alcohol and Beverage Commission to ensure they are in compliance with any City and/or state ordinances regarding alcohol.
- 3. Use of alcohol during an event must be in strict compliance with the Alcoholic Beverage Code of the State of Texas.
- 4. If Licensee will furnish alcohol at the event, Licensee must procure and maintain, at its sole cost and expense, host liquor liability insurance in which the City of Frisco is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Licensee will furnish the City of Frisco with a certificate of such insurance 14 days prior to the Event.
- 5. If Licensee will contract with a caterer or other third party to furnish or serve alcohol at the event, such caterer or third party shall procure and maintain, at its sole cost and expense, comprehensive general liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and liquor liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The City of Frisco and Licensee shall both be named as additional insureds. Licensee will furnish the City of Frisco with a certificate of such insurance 14 days prior to the Event.
- 6. Licensee acknowledges that the municipality does not condone the irresponsible use of alcoholic beverages. It shall be Licensee's sole responsibility to monitor the use of alcoholic beverages by their employees, agents, contractors, licensees, guests, and invitees.
- 7. At any event where alcohol is present, a Frisco Police Officer or a uniformed peace officer is required, and Licensee is solely responsible for any fees. The City of Frisco will determine the number of officers required. If officers are not present, NO alcoholic beverage may be brought onto Premises. The officer must be scheduled from the time alcoholic beverage service commences and remain at the event until the last guest leaves.
- 8. Play Frisco staff reserve the right to, at Staff's discretion, require that Licensee suspend provision of alcoholic beverages.
- 9. Alcohol must be kept within contracted area of facility.

Food

All food, catering, and alcohol use must be requested at least fourteen (14) days prior to the Term and will be approved or rejected by Play Frisco staff in writing at least fourteen (14) days prior to the Term.

- 1. Play Frisco does not provide on-site catering or catering/banquet/bartending staff.
- 2. Any food served during a contracted event open to the public, ticketed or otherwise, must be provided by a licensed caterer or restaurant. Serving potluck or homemade items is prohibited.
- 3. Prepackaged food is permitted.
- 4. All non-packaged food must be provided by a licensed and insured caterer.

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- 5. It is the Licensee's responsibility to contact caterer directly for pricing, menu options, and arrangements.
- 6. No flames or other flammable items are permitted, including, without limitation, candles and sterno canisters used for food warming.
- 7. All applicable permits and licenses are the sole responsibility of the Licensee. It is the Licensee's sole responsibility to be knowledgeable of and comply with all ordinances and regulations regarding the service of food and beverage.
- 8. Licensee is strongly recommended to contact the City of Frisco Health Department at 972.292.5304 to ensure they are in compliance with City Ordinances regarding food service.
- 9. Failure to submit proper licenses, insurance, and permits may result in the Facility Contract being cancelled.
- 10. Licensee assumes full and sole responsibility for any food and beverage consumed/served during their event and further agrees to indemnify and save the City and its employees, directors, contractors, and agents harmless of and from all fines, suits, claims, demands, losses, and actions (including attorneys' fees and expenses) for any injury to person or damage to or loss of property on or about the Premises cause in whole or in part by the negligence or misconduct or breach of this lease by Licensee, its employees, agents, invitees or by any other person entering the Premises under the express or implied invitation of Licensee, or arising out of Licensee's use or occupancy of the Premises.
- 11. Play Frisco does not provide linens, tableware, place settings, or any other serving item.
- 12. Play Frisco staff reserves the right to suspend or deny any catering service at any time.

General Rules of Conduct

A. General

- Licensee is responsible for the care and upkeep of the reserved area or facility during the time identified in the reservation and will clean up the area or facility after use. The facility and equipment shall be returned to the condition and location they were in prior to the commencement of the activity.
- 2. Licensee shall assume full responsibility for the character and conduct of everyone in their party during the License. If there is a violation of any policies by person(s) in party and it is not corrected immediately, Play Frisco staff has the right to terminate the event with no refund.
- 3. Facility must be left in the same manner as it was found during pre-reservation walk through. Anything brought in must be taken out at the end of the License term.
- 4. Groups are expected to cooperate with the efforts of the City to maintain security of the building and grounds, and to provide for the safety of all persons visiting the Facilities.
- 5. Licensee must follow Play Frisco staff instructions regarding appropriate load-in/load-out procedures; common spaces may not be used for set-up or take-down purposes during usual business/operating hours.
- 6. Furnishings may not be moved, taken outside, or removed from the building. Play Frisco staff will set up furniture in advance according to submitted layout plan.
- 7. Smoking, vaping, and tobacco products are prohibited inside the facility and will only be permitted in designated smoking area/s, no closer than 20 linear feet from entrance.

B. Cleaning and Trash

1. All refuse must be disposed of in appropriate supplied containers upon the completion of the reservation. All trash must be taken to outside dumpster in the parking lot.

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- 2. No food or odorous refuse may be left inside the building.
- 3. Tables, chairs, and counters must be wiped off and cleaned.
- 4. Property damages, including failure to clean after an event, will result in fees assessed after the event, which will be deducted from the Damage & Cleaning Fee, if necessary.
- 5. Licensee must remove all items carried into the facility at the end of their contracted time. This includes all table coverings, decorations, food, beverages, trash, and entertainment equipment.
- 6. Rental equipment may be stored in the facility for vendor pick-up with prior approval only.

C. Safety & Security

- 1. Procedures for hiring off-duty police officers will be provided by Play Frisco and is the responsibility of the Licensee.
- 2. Licensee must ensure that reasonable safety measures are taken as to the safety of guests and vendors in the facility. Licensee must ensure guests and vendors comply with all facility guidelines, rules, and regulations.
- 3. Exit doors may not be obstructed, locked, or blocked. Exit signs may not be obstructed from view.
- 4. Fire and emergency equipment may not be blocked or obstructed.
- 5. Licensee and vendors must comply with all applicable federal, state, and municipal fire codes, as well as Occupational Safety and Health Association (OSHA) regulations.
- 6. Security cameras at the facility are for monitoring facility security only; cameras may not be used for event security.
- 7. Security cameras may not be covered at any time.
- 8. Children must be accompanied by an adult while in a Play Frisco facility.

D. Other Considerations

- 1. City-sponsored special events and recreational programming will have scheduling priority over rental events, including recurring reservations.
- 2. When possible, Licensee will be made aware of any extremely large events taking place in proximity.
- 3. No removal of City property from the facility.
- 4. Play Frisco is not responsible for lost or stolen property.
- 5. Play Frisco staff reserves the right to decline rental of the facility by any individual or group deemed unacceptable, based on past failure to comply with and License Agreement, the Facility's Lease Guidelines, and/or any other applicable law, rule and/or regulation, as they exist or may be amended.

Equipment & Decorations

- 1. Please discuss all decoration plans with Play Frisco staff.
- 2. Prior approval from Play Frisco staff for decorations and banners must be obtained by the Licensee.
- 3. Licensee is responsible for all décor set up and take down during the contracted hours.
- 4. Play Frisco reserves the right to prohibit or remove any item if it is determined that it may cause damage to the venue or create a hazard. Play Frisco is not liable for the cost of a decoration item that is prohibited from use.
- 5. Any application that may cause irreversible damage, including staples, nails, tacks, glue, or high-residue tape, is prohibited inside and outside the facility.

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- 6. Specific decorations, including confetti, glitter, rice, loose sequins, artificial snow, or other entertainment litter are prohibited inside and outside the facility.
- 7. Silk flower petals are allowed and must be picked up immediately by the Licensee.
- 8. Real flower petals, bubbles, or birdseed are permitted outdoors only.
- 9. No flames or other flammable items are permitted, including but not limited to, candles and sterno canisters. Simulated LED candles are permissible.
- 10. LED candles only with exception of special, ceremonial or unity candles during wedding ceremony.
- 11. No fireworks or sparklers allowed per City of Frisco fire regulations.
- 12. Plans for all directional and informational signage outside Licensee's rental space must be submitted for approval fourteen (14) days before contracted event date. Play Frisco does not provide any event-related signage.
- 13. All floors must be protected from any movable equipment during set up and break down.
- 14. Tents must be secured with weights or sandbags. No staking allowed. All tents require written approval in advance.
- 15. Use of generator requires written approval in advance and submission of a Generator Permit Application. Generators must be grounded.
- 16. Outdoor amplified sound requires written approval in advance.

Marketing

City of Frisco sometimes post photographs from events at our facility to social media sites and the City of Frisco website.

Animals

Pets will not be allowed in the facility, with the exception of service animals. All other City ordinances regarding animals must be followed.

Parking

- 1. Complimentary parking is provided on-site. Overflow parking is available at Frisco Commons
- 2. Vehicles are prohibited from parking or driving on grass areas, park areas or sidewalks.
- 3. Parking is prohibited under the porte-cochère at The Grove at Frisco Commons. This area is used for drop-off, pick-up, and emergency service vehicles.
- 4. Loading and unloading of vehicles must be from the parking lot or designated areas.
- 5. Vehicles left unattended in fire lanes or loading areas will be towed at owner's expense.

The City of Frisco reserves the right to immediately cancel the reservation if any of the above guidelines, rules, and/or regulations are not being property adhered to.