

HOUSTON COUNTY PREMISES USE POLICY

1.0 POLICY BACKGROUND AND OBJECTIVE

The adoption of this policy is intended to clarify and memorialize Houston County's traditional approach to allowing individuals or groups to assemble on County owned property and to clearly state the procedures and guidelines to be followed by individuals or groups seeking the use of County owned property. Houston County has a vested interest in allowing the use of County owned property from time to time. Some of the considerations given in drafting this policy include:

- 1.1 The importance of county government property being accessible to the community;
- 1.2 The development of positive perceptions about local county government within Houston County, Texas;
- 1.3 Preserving the historical relationship that the local government of Houston County, Texas has had with the community;
- 1.4 Preserving the community values of Houston County, Texas;
- 1.5 Providing festive and seasonal decorations which are pleasant for not only members of our community, but invite and welcome visitors to Houston County, Texas;
- 1.6 Ensuring the safety of the community; and
- 1.7 Providing clarity to the public on Houston County's policies and procedures on the use of County property and the placement of displays on County property.

2.0 POLICY ON ASSEMBLY OR DEMONSTRATIONS ON COUNTY PROPERTY

2.1 This policy applies to all County owned property and premises with the exception of the Senior Citizen Center which is governed and controlled by the policies, procedures, and authority of the Houston County Extension Office as approved by the Commissioners' Court in the Rental & Use Policies Houston County Senior Citizen Center.

2.2 Applications for use of County owned premises for assembly of groups may be obtained from the County Judge's Office. A copy of the Application is attached hereto as part of Appendix "A" and shall include the following information:

- 2.1.1 Applicant's Name, Address, and Telephone Number;
- 2.1.2 Name of any organization if different from Applicant;
- 2.1.3 Start and End date(s) and time(s) of assembly and/or demonstration;
- 2.1.4 Estimated attendance;
- 2.1.5 Nature or brief description of program;
- 2.1.6 Applicant's signature on the Agreement on Terms and Conditions of Use of Houston County Texas Property, a copy attached hereto as Appendix "A".

2.3 Applications must be submitted in accord with the following schedule, based upon the number of attendance:

2.3.1 Groups of less than one hundred (100): at least (30) days, but not more than (90) days prior to the requested date of use;

2.3.2 Groups in excess of one hundred (100) at least forty-five (45) days, but not more than one hundred and twenty (120) days prior to the requested date of use.

2.4 For demonstration applications with an estimated attendance of two hundred (200) or greater, a certificate of insurance, in the amount of at least \$1,000,000, naming Houston County as an additional insured, shall be provided to the County Judge, prior to a permit being approved and issued.

2.5 Houston County may place, time, manner and place restrictions or variances upon any assembly or demonstration. Restrictions or variances may be considered depending upon security needs, number of attendees, vendor spaces needed, and the use of additional non-county property adjacent to County property.

3.0 POLICY ON PUBLIC DISPLAYS, DECORATIONS, OR MONUMENTS ON COUNTY PROPERTY

3.1 Except those areas that have been established as public forums as a matter of law, Houston County property has not been by tradition or designation a public forum. Houston County may contract with individuals or private groups to place displays or decorate County property, however, any displays placed on County property are for Houston County's intended purpose;

3.2 Any personal property left unattended on County property will be removed;

3.3 No permanent structures, fixtures, or displays will be permitted on County property without approval prior to by Commissioners' Court;

3.4 Any requests for displays, decorations, or monuments shall be made, in writing, and directed to the Houston County Judge. The written request should include:

3.4.1 The name of the individual and organization making the request;

3.4.2 A description of the item(s) requested to be displayed on County Property;

3.4.3 The location upon County Property where you would like to place the display;

3.4.4 The date you would like to begin the display, and the name, address and telephone number of the person who will be responsible for erecting the display;

3.4.5 The date the display will end and the name, address, and telephone number of the person who will be responsible for removing the display.

3.5 The Houston County Judge may approve a request for any individual, private group, or organization to place holiday seasonal displays or decorations on the

County courthouse and lawn throughout the year. Such a request may be made on an annual basis to the Houston County Judge for approval.

- 3.6 With respect to requests made pursuant to Section 3.0 of this policy, the County Judge may approve the request, or at his discretion, he may place the request on a Commissioner Court Agenda for consideration by the Commissioners' Court. If any single County Commissioner disapproves of the County Judge's approval or denial of a request, the Commissioner can have the matter placed on a Commissioner Court Agenda for consideration by the Commissioners' Court as a whole.

- 3.7 It is acknowledged that the County Commissioners' Court has control over any monument, display, or decoration placed on County property. The County Commissioners' Court specifically reserves the right to:
 - 3.7.1. Approve or deny, in whole or in part, any request for display on County property;
 - 3.7.2 Rescind or modify any approval of a display;
 - 3.7.3 Control the location of the display and set the duration to allow the display, if any;
 - 3.7.4 Immediately remove any display that is disruptive or may cause a breach of the peace;
 - 3.7.5 Control the message that is delivered to the public by the use of property owned by Houston County.

PASSED, ADOPTED AND EFFECTIVE this the _____ day of November, 2013.

Jim Lovell
Houston County Judge

Gary Lovell
Commissioner, Precinct No. 1

Willie Kitchen
Commissioner, Precinct No. 2

Pat Perry
Commissioner, Precinct No. 3

Kennon Kellum
Commissioner, Precinct No. 4

Attest: Bridget Lamb
Houston County Clerk

APPENDIX A

AGREEMENT ON TERMS AND CONDITIONS OR USE OF HOUSTON COUNTY TEXAS PROPERTY

A1.0 Collection of Revenue

A1.1 There must be total public access to all events. Applicant may not charge a premises use fee to any person wishing to enter event or for the use of County owned property. This does not prohibit the selling of merchandise, vendor booths, or other commercial activity, so long as commercial activity is not conditioned upon entry to event or upon property.

A.2.0 Rules of Use

A2.1 User will maintain at the event at all times a copy of the signed Permit approval and will present to any law enforcement officer or any elected county official, upon request.

A2.2 Users will be responsible for the cleaning of County property during and at the conclusion of use;

A2.3 There will be no use of County electricity, water, or other utilities. The permissible use of outdoor property does not contemplate the use of any indoor facilities and the use of indoor facilities or utilities will not be authorized without express approval by County Judge;

A2.4 There will be NO overnight demonstrations or camping on County property. Use of County property for multiple days does not authorize overnight stays;

A2.5 All County property is drug and alcohol free, and the possession of either is strictly prohibited.

A2.6 County property shall be vacated promptly at the expiration of event permit;

A2.7 No demonstration or assembly will be allowed to be disruptive or cause a breach of the peace. No excessive noise will be allowed. Any excessive noise or disturbance of the peace may result in the permit being vacated and the event canceled;

A2.8 With the exceptions of certified peace officers, there will be no firearms on County property;

A2.9 No portable toilets may be placed on County property without prior approval from the County judge.

A3.0 Agreement on Condition of Use

The User agrees to the following as a condition of use:

A3.1 Adherence to all of the rules listed above in A2.0 and the applicant's best efforts to ensure that all event attendees are in adherence;

A3.2 User assumes the duty to inspect the premises prior to use for any unsafe condition and to notify a representative of Houston County if an unsafe condition is found. In the event that any unsafe condition that is found, that

cannot be corrected or cured prior to the start of the event, the event should be canceled;

- A3.3 To notify a representative of Houston County and to immediately cease use of County property at any time the use of the premises becomes unsafe;
- A3.4 Not to interfere in any way with the operation of county business;
- A3.5 Make ensure that attendees and the property of Houston County, Texas, from harm or damage;
- A3.6 Not to build, erect, affix, attach, any equipment or permanent structure to any structure or fixture upon County property. When attaching temporary displays for use during permitted demonstration times, users will not use nails, screws, or any similar fasteners to attach said displays to County structures or fixtures, including the trees and landscaping on County property;
- A3.7 To ensure that no illegal activity is taking place on County property; and
- A3.8 To report any damage to County property as soon as it is known.

A4.0 Defense, Indemnity, and Release of Houston County

- A4.1 Applicant agrees that Houston County will not be responsible for any losses whatsoever.
- A4.2 APPLICANT HEREBY AGREES TO RELEASE FROM LIABILITY, DEFEND, AND INDEMNIFY HOUSTON COUNTY TEXAS, ITS' OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, SPECIFICALLY INCLUDING, BUT IN NO WAY LIMITED TO, ANY ACCIDENTS OR EVENTS CAUSED BY THE NEGLIGENCE OF HOUSTON COUNTY, TEXAS, INCLUDING GROSS NEGLIGENCE, OF ITS' OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, WHETHER IT BE PROPERTY DAMAGE OR PERONAL INJURY (INLUDING DEATH), ARISING OUT OF THE APPLICANT'S USE OF COUNTY PROPERTY.

A5.0 Default

- A5.1 Applicant agrees that any violation of any of the Rules, Terms or Conditions of this agreement can result in revocation of any permit, and the immediate cancelation of any scheduled event, assembly, or demonstration;
- A5.2 In addition to the above, Applicant also agrees that any violation may result in the denial of any future application of Applicant or Applicant's Organization; and
- A5.3 Applicant agrees to repair or to make full restitution to Houston County for any damage to County property as a result of Applicant's event.

I, the undersigned Applicant and as an officially delegated representative of the named organization, if any, have read and understand the Agreement on Terms and Conditions or Use of Houston County Texas Property. I have also received a copy of the foregoing agreement.

Signature of Applicant

Date: _____

HOUSTON COUNTY EVENT PERMIT

Name: _____

Organization: _____

Applicant's Mailing Address: _____

Applicant's Street Address: _____

City/State/Zip: _____

Primary Telephone: _____ Alternate Telephone: _____

Estimated Attendance: _____ Nature and Brief Description of Program:

Date(s) Requested: _____

Times Requested: _____

I, individually, and as an officially delegated representative of the above named organization, if any, do hereby agree to the conditions above concerning the use of the building/grounds for which this permit is to be granted.

Signature of Applicant

Date: _____

Signature of Granting Authority

Date: _____

HOUSTON COUNTY DISPLAY PERMIT

Name: _____

Organization: _____

Applicant's Mailing Address: _____

Applicant's Street Address: _____

City/State/Zip: _____

Primary Telephone: _____ Alternate Telephone: _____

Nature and Description of Display: _____

Date(s) Requested: _____

Times Requested: _____

This is a request for the annual display of holiday seasonal displays or decorations on the County courthouse and lawn? _____ Yes _____ No

Annual request is _____ Denied _____ Approved: _____
(to expire 1 year from today)

I, individually, and as an officially delegated representative of the above named organization, if any, do hereby agree to the Houston County policy on public displays, decorations, or monuments on county owned property for which this permit is to be granted.

Signature of Applicant

Date: _____

Signature of Granting Authority

Date: _____