

SUGAR LAND  
TOWN  
SQUARE



## RULES & REGULATIONS

### PLAZA SPECIAL USE PERMIT PROCEDURES

1. Contact the Administrator to confirm dates of availability for the Plaza. The Plaza reservations are handled on a first-come, first-served basis.
2. The User/Caterer/Contractor/Agent (“Applicant”) must complete and submit to the Administrator the Application for Special Use Permit (*Reference Application for Special Use Permit, Exhibit A*). Applicants must be 21 years of age or older.
3. Applications shall be prioritized in the following order:
  - City of Sugar Land sponsored events. The City of Sugar Land shall have the opportunity to book the Plaza with 24 hours notice providing that there is not a prior commitment for the space.
  - Special Events that are open to the public without charge
  - Special Events for which there is a charge
  - Events for which Plaza space is leased for private events not open to the public
4. City Sponsored Events may be reserved more than one year in advance. All other Special Events and Private Events can be reserved no more than one year in advance.
5. No Applicant (other than the City of Sugar Land and the Administrator) may request a permit for more than two (2) times per calendar year and in no case for more than 14 days per calendar year.
6. Administrator notifies Applicant in writing if the permit application is approved or denied. If approved, the Administrator will advise Applicant of the plaza rental/lease fees (the “Plaza Rental/Lease Fees”) and the estimated Additional Production Service Costs (the “Additional Production Service Costs”) through the issue of the Plaza Special Use Permit (the “Permit”) or Lease Agreement. Within seven (7) days, the Applicant must complete and execute the Permit or Lease Agreement and deposit 50% of the Plaza Rental Fees, 50% of the estimated Additional Production Service Costs along with 100% of the Refundable Security / Damage Deposit with the Administrator. If denied, the Administrator will advise Applicant through the Denial Notification form sent via U.S. Mail Certified / Return Receipt Requested.

Unless the executed Special Use Permit or Lease Agreement is returned (without modification) to the Administrator within the seven (7) day period along with deposits as set forth herein, there is no binding obligation on the Administrator and no confirmation of the Event Date(s).

7. Applicant shall be referred and considered a "Permittee" or "Lessee" after issuance of the Permit or Lease Agreement.

### PERMIT & LEASE REQUIREMENTS

1. All permits and lease agreements for the use of the Plaza are granted based upon approved guidelines. Permits and Lease Agreements for use of the Plaza may not be transferred, assigned or renewed.
2. Applicants are responsible for obtaining all necessary permits, licenses and approvals required under any federal, state or county laws, ordinances, rules or regulations, and to produce evidence of such approvals and permits within 2 weeks prior to the event. If the applicant will be requesting the closure any of the streets within Sugar Land Town Square, the Administrator will assist with direction for obtaining a Temporary Special Use Permit from the City of Sugar Land. Securing such a Permit will be the sole responsibility and expense of the Permittee or Lessee.
3. An insurance certificate is required by the Applicant and must include the noted entities as additional insured for the day(s) of the Event. The insurance certificate will be due two (2) weeks prior to the event. (*Reference Special Event Insurance Requirement Information, Exhibit B*)

### USE OF PLAZA BY PERMITTEE

1. Authorization to use the Plaza's electrical service or other such utilities shall be in the sole discretion of the Administrator, and shall be subject to the terms, conditions and use fees as established. The Administrator retains the exclusive right to coordinate all the installation and hook-up for such utilities. Please note that electrical service is limited and requirements must be discussed at least thirty (30) days prior to the event date.
2. All equipment, glasses, dishes, food, liquor, garbage and other items must be removed from the premises as provided in the Permit. The Permittee or Lessee is responsible for leaving the premises in the same clean condition as when they entered the Plaza. Failure of the Permittee or Lessee to do so will result in the loss of deposit and potentially, additional charges, should expenses exceed the Refundable Cleanup Deposit.
3. Permittee or Lessee is responsible for ALL damages and costs associated with such damages to Sugar Land Town Square or its contents caused by Permittee, Lessee, guests or caterer/contractors, and agrees to indemnify and hold harmless all entities as noted as additional insured from such damages.
4. For the protection of public safety, a person may not affix any poster, sign, or anything to the Plaza pavers, trees, shrubs, fountain, light posts, fixtures, furniture, steps, fence, street signs or monuments in the Plaza except as authorized by the Administrator

5. City Hall steps may be utilized on weekends from 6 p.m. on Fridays through 10 p.m. on Sunday, unless otherwise reserved by the city for city business.

### MARKETING & SIGNAGE REQUIREMENTS

1. All signage must comply with all City of Sugar Land requirements in addition to First Colony Property Owners' Association Development Guidelines and Sugar Land Town Square Development Guidelines. Guidelines will be made available upon request by the Administrator.
2. For the protection of public safety, signs may not be affixed to any of the onsite directory signs, poles, buildings, parking lots or surrounding areas without prior approval of administrator.

### FUND-RAISING ACTIVITIES IN THE PLAZA

1. Solicitation of funds is prohibited in all areas except those special areas designated for this purpose. All requests for use of such areas must be made on the Application for Special Use Permit.

### EQUIPMENT RENTALS

In the interest of public safety, security and protection of the property, identified equipment rentals must be secured through the Administrator. (See Rental Cost Information, Exhibit C)

### VENDORS

1. The Plaza may not be used for purely Commercial Purposes except where approved in conjunction with activities authorized under a Special Events permit, lease or to support an authorized activity that is not for Commercial Purposes, or when conducted under City sponsorship, authority or permit.
2. A complete list of all vendors will be required two (2) weeks prior to an event in the Plaza.
3. Food and drink vendors are prohibited in the Plaza except as allowed under a Special Event permit.
4. Food and drinks may not be distributed in glass (plates, cups, bowls, etc.) without prior approval by the Administrator.
5. All food and drink sales will comply with the regulations of the State of Texas, City of Sugar Land and the County Health Departments.

## OTHER REGULATIONS

1. Solicitation. Solicitation of funds is prohibited in all areas except those special areas designated for this purpose by the Administrator.
2. Use of Non-Motorized Equipment. The use of skateboards, scooters, roller blades, roller skates or other such non-motorized equipment, devices or vehicles designed or used for recreation or locomotion are prohibited within Sugar Land Town Square. This restriction shall not apply to strollers and carriages for use by infants and young children and wheelchairs for use by elderly or injured individuals or handicapped persons.
3. Use of Bicycles: Individuals visiting Sugar Land Town Square by bicycle must park in areas designated for that purpose.
4. Right of Entry. The Administrator and City of Sugar Land designated personnel have the right to enter any portion of the grounds and/or building or structures whether permanent or temporary at any time during the duration of the approved Permit.
5. Obstructions. No portions of the sidewalks, entries, passage, or ways of access to public utilities of the premises will be obstructed, or caused to be obstructed by Permittee or Lessee, or caused or Permitted to be used for any purpose other than ingress or egress to and from the premises. The Fountain will not be utilized and no litter, rubbish, rags, papers or other substances will be thrown therein. Permittee or Lessee will pay for any damage resulting on account of any misuse of any portion, facility or equipment owned or rented by the Administrator.
6. Open Fires. Open fires of any type are prohibited unless Permittee or Lessee has received prior written approval from the Administrator and has obtained a Special Permit from the City of Sugar Land in addition any other type of open fires may require a health permit. The Administrator will provide direction on needs for the Special Permit or Health Permit from the City. The Permittee or Lessee will be solely responsible for securing needed City Permits at the Permittee's or Lessee's expense. Permittee or Lessee is responsible for damage caused by open flames including but not limited to turf.
7. Display of Motor Vehicles: Motor vehicles are allowed in the Plaza for display purposes only. Vehicles need to be parked with blocks and absent of keys. Security of the vehicle(s) is the Permittee's or Lessee's responsibility. Appropriate vehicle mats must be placed under engine area to protect venue from leak(s) of vehicle fluids.
8. Sound Levels. A person may not cause or create any noise in the Plaza by any means if the noise exceeds 110 decibels at any point in the Plaza.
9. Street Performers. Street performers shall not be allowed unless approved in advance by the Administrator and is being conducted in relation to an approved event.

10. Weather. If in the opinion of the Administrator, and/or the Permittee or Lessee, weather conditions will jeopardize the safety of participants, vehicles or the general condition of Sugar Land Town Square, the Special Use Permit will be canceled and Permittee or Lessee will notify appropriate parties immediately.
11. Site. Prior to the event, the Administrator must review and approve site set up. No changes may be made to the site without review and prior approval of the Administrator.
12. Extra Service(s). Permittee or Lessee will pay to Administrator, on demand, such other Additional Production Service Costs as may become due on account of special facilities or extra services furnished or proposed to be furnished by Administrator. All changes will be documented in writing through a revised Special Use Permit or Lease Agreement by the Administrator for Permittee or Lessee approval.
13. Americans Disabilities Act. Special events conducted on public property must comply with the Americans with Disabilities Act (42 USCA Sec. 12101 Et. Seq.). All events must be physically and programmatically accessible to persons with disabilities.
14. Copyright. Permittee or Lessee agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. et. Seq.) and any regulations issued there under. This will include, but not be limited to, the assumption of any and all responsibilities for paying royalties to the copyright owner or representative of said copyright owner for the performance or exhibit during the event. Permittee or Lessee agrees to fully indemnify and hold harmless the Administrator, Sugar Land Town Square, City of Sugar Land and all of their agents and employees for any claims or damages whatsoever growing out of Permittee's or Lessee's infringement or violation of said copyright law and/or regulations.