



212 N. Race Street
Everman, Texas 76140
817-293-0525

ALCOHOLIC BEVERAGE POLICY

All laws pertaining to alcohol use will be followed by the City of Everman and the Everman Civic Center.

Each client wishing to have alcohol at their event(s) must abide by the following rules and regulations regarding alcohol use at the Everman Civic Center or other City facilities (including City Parks):

1. Alcoholic beverages may be consumed with a completed Policy & Agreement, Rental Application, and payment of the appropriate fee(s).
2. No alcoholic beverages may be sold at any event held at the Everman Civic Center. Alcohol may be sold at City approved Park events as long as TABC Rules, Regulations, and Licenses are followed.
3. Alcoholic beverages may be consumed:
 - A. With payment of the Alcohol Beverage Policy Damage Deposit fee of \$250; this is a refundable deposit, barring any damage costs that may be incurred. This deposit is in addition to the Rental Damage Deposit fee of \$500.
 - B. With providing the City of Everman a Certificate of Insurance proving that the City lessee has in force and effect an insurance policy, showing the City of Everman as insured:
 - i. Comprehensive General Liability Insurance, including products & liquor liability with not less than the following limits:

- a. \$2,000,000 General Aggregate
- b. \$1,000,000 Limit per Occurrence

4. Alcoholic beverages may be consumed when the appropriate number, as determined by the Everman Police Department, of off-duty police officers are hired for security purposes. Officers will be on-site during the hours in which alcohol will be consumed at the event. The cost per officer will be determined by the current off-duty pay rate and the client will pay the officer at the beginning of their shift.
5. It is illegal to serve alcohol to any person under the age of twenty-one (21).
6. Proof of age will be required for anyone at the discretion of police officers, the event host, and/or TABC licensed bartenders if acquired. Proper identification will be a State or Federal issued Government agency ID and must include date of birth and photograph. No other documents will be accepted.
7. Beverage servers and any police officer have the right to refuse service/sale to anyone who appears to be intoxicated or under the age of 21.
8. Non-alcoholic beverages (sodas, juices, water, etc.) shall be made available for the duration of any event where alcoholic beverages are available.
9. Alcoholic beverage service will be stopped one (1) hour prior to the end of the event.
10. No alcoholic beverages may be taken outside of the Civic Center if the event is confined to the Center. Unopened containers may be transported to vehicles for removal from the event.
11. It is illegal to serve alcoholic beverages to an intoxicated person.
12. It is illegal to be intoxicated in public.
13. It is illegal to drive/operate a motor vehicle under the influence of alcohol.

Indemnification:

The client agrees to defend, indemnify, and hold harmless the City of Everman and the Everman Economic Development Corporation and its employees, agents, officials, and officers from and against and all

claims, demands, causes of action, or liabilities incurred by the City of Everman and the Everman Economic Development Corporation or its employees, arising from CLIENT's acts or omissions under this Agreement or any act or omission of CLIENT's vendors, employees, contractors, or persons attending the meeting or event with the express or implied permission or invitation of CLIENT.

The City of Everman & the Everman Economic Development Corporation will not be held responsible for any losses, damages, or injuries. This refers to any loss, damage, or injury to persons or possessions that may occur at any function held on City properties, from any cause, whatsoever, prior to, during, or subsequent to the period covered by the contract. The Client will be responsible for the control and supervision of the people in attendance during the use of the facility or any City owned properties (Parks, Pavilions, etc.) to ensure no harm is done to persons or property.

Client agrees to abide by this Agreement and acknowledges having received a copy thereof. Client will be held financially responsible for any damage to the facility, Parks, or Pavilions, or equipment, which occurs through the Client's meeting or event at the Facility, Park location(s), Pavilion(s), etc.

By signing below, the Client acknowledges that he/she has read and agreed to all above terms and conditions.

_____ **Date:** _____
Applicant's Signature

_____ **Date:** _____
Approved by City Staff



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ALCOHOL BEVERAGE AGREEMENT APPLICATION

Today's Date: _____ Event Date(s): _____

Name of Individual or Organization completing Application:

Area(s) of Consumption: _____

Total # of Attendees expected: _____

Time Alcohol will be consumed: _____ to _____

Host/Person Responsible: _____

Mailing Address: _____

Phone # _____ Alternate Phone # _____

Purpose of Use: _____

As the Host, I understand it is my responsibility to comply with all Everman and State of Texas alcohol beverage laws, including the prohibition against serving alcohol to persons who are underage.

_____ Date: _____
Applicant's Signature

_____ Date: _____
Approved by City Staff