

# Pavilion Rental Information

## Reservations

Call us at 361-729-6661 to book your pavilion.  
Reservations are booked on a first-come first-served basis and considered confirmed only upon the ACND office receiving a signed Rental Contract and the rental fees. No oral agreements for the use of either pavilion are valid.

## Payments

Checks or Money Orders are to be made out to the "ACND" and sent to the address on the cover of this packet. You may also call or come in the ACND office to pay by credit card. Discover, MasterCard, American Express and Visa are accepted.  
Partial payments are accepted by paying 100% of the deposit with the remaining rental fees balance paid up to 60 days prior to the date of the event. Partial payments are applied to the Rental Fees until that amount is satisfied.  
NSF Checks: Returned checks are charged a \$50 fee and must be repaid immediately or the rental may be canceled.

## Cancellations

The following cancellation policy applies to monies paid:

- Time from event:
- More than 30 days: 100% refunded
- Less than 30 days: 50% refunded
- Less than 24 hours: 0% refunded

The cleaning/damage deposit is never refundable for cancellations.  
All cancellations must be made in writing, delivered by hand, mail, fax, and/or email.

## Change of Rental Date/Re-booking

\$75 will be assessed if a paid rental date is changed by the renter to an alternate date.

## Cleaning/Damage Deposit Refund

The facility must be left clean and in the same condition as it was prior to the event. A refund of this fee, less any deductions, is made within fifteen (15) working days by US Mail in the form of check. (see Deductions)

## Parking

All parking at the Rockport Beach is public, there is no reserved parking. Vehicles of the Renter and the Renter's guests are admitted free into the Rockport Beach on the rental date only.

## Rental

Events are booked for a day ending at the time of beach closure including decorating, the event, and post-event clean-up. Deliveries from vendors must be made during the renters contracted day.

Additional hours beyond the contracted hours are charged according to the rate fees listed on the Pavilion Rentals page.

## Repeat Renters

Repeat renters may roll a deposit over to another year provided that date is available and paid in full within 60 days of the present year's event. If not paid within 30 days, the new date will be released for further rental inquiries and the cleaning/damage deposit refunded to the renter.

Rentals may be booked and paid in advance for no more than two consecutive years.

## Time Extensions

The entry gates to the Rockport Beach are locked nightly by the ACND Staff at 11 p.m. on Sunday-Thursday and midnight Friday and Saturday. Extension of time beyond these hours must be requested and paid in advance. Extending time beyond the closing hours is automatically charged according to the rates listed on the Pavilion Rentals page.

# Event Planning

## Advertising

Renters can advertise or publicize their event on the premises of the Rockport Beach according to the following guidelines:

- All advertising must be approved in advance by the ACND staff.
- Signs can be posted immediately outside the pavilion being used and relate directly to the rental event. They may not be attached to any beach structure but onto self-standing posts.
- Banners, pictures, or items designed to hang from the exterior of a building must be approved by the ACND staff prior to the event.

## Beverages

Alcoholic beverages are allowed within the Rockport Beach in non-glass containers ONLY. Long-neck beer bottles are not allowed. Margarita machines and kegs must remain on the open-air veranda to prevent floor damages.

If the Renter is providing alcoholic beverages to be sold at a cash bar, the Renter is responsible for obtaining a "TEMPORARY ALCOHOLIC BEVERAGE PERMIT" from the Texas Alcoholic Beverage Commission for however many days the event is held and furnish a copy to the ACND office prior to the beginning of the event.

If the Renter contracts with a caterer to sell alcoholic beverages, the Caterer is responsible for obtaining a "TEMPORARY ALCOHOLIC BEVERAGE PERMIT" from the Texas Alcoholic Beverage Commission for however many days the event is held and furnish a copy to the ACND office prior to the beginning of the event.

Minors attending events where alcoholic beverages are being served must be accompanied by a parent, guardian or adult spouse.

## Caterers

The Renter may cater their own event or hire a professional caterer. Renters who use paid caterers are encouraged to have the caterer schedule a site visit in advance of the rental function to view the kitchen, the loading/unloading areas and kitchen equipment available to them.

Caterers must be advised their set-up and break-down time is to be during the contracted day stated on the Rental Contract and be informed about the cleaning requirements. If the

caterer leaves the kitchen unclean, the Renter is responsible for its condition. (See Deductions)

Caterers cannot drive upon the grassy areas or sidewalks in front of either pavilion in order to unload/load their equipment. A penalty of \$50 will be assessed if this is done. There is a loading ramp in front of each pavilion to facilitate loading/unloading of equipment. (See Deductions)

The "Caterers Parking" sign is located inside the Saltwater Pavilion and may be used to designate a parking space convenient for loading/unloading of equipment. The Renter is responsible to return the signs to the pavilion at the end of the event. Failure to return sign will result in a penalty from the cleaning/damage deposit. (See Deductions)

The Renter must advise the caterer that using any open-flame cooker, either inside the kitchen, on the veranda or directly under the building is not allowed. A \$50 penalty will be assessed. Open flame cooking is allowed on the ground level at least 10-12 feet from the facility. (See "Fire Security" below)

## Concessions

Renters must receive permission from the ACND for any sales of concessions during an event.

## Decorations

Decorations cannot interfere with emergency door access be hung from the ceiling, attached to the curtains in the Saltwater Pavilion. (See "Fire Security" below)

The following are the only acceptable methods of placing decorations on the walls:

- Free-standing or attached with string
- Plastic Poster Compound
- Invisible Tape

A \$50 deduction from the Cleaning/Damage deposit will be assessed if the following items are found to have been used for decorating the interior of any facility:

- Placing items on the lattice panels
- Nails, brads, hooks, staples

There is a \$75 for evidence of bird seed, rice, confetti or glitter found inside or outside the pavilion

Balloons found inside the pavilion or on the grounds during or after your event will result in forfeiture of your entire deposit.

## Candles

Candles must be placed inside a glass enclosure. Placement on a flat plate or dish is not allowed. There will be a \$50 deduction if candle wax is found on any of the facilities' furnishings or flooring. (See Deductions)

## ADA Facilities / Restrooms

Both pavilions have a handicap-access ramp for the parking area in front of each facility. The Saltwater Pavilion has an automatic handicap-access door. Restrooms are ADA – compliant.

## Fire Security

A fire extinguisher is provided in each pavilion and kitchen. Their locations are listed in the "Pre-Event Inspection Checklist" brochure which is given to the Renter at the time the keys to the pavilion are picked up. Door exits, corridors, walkways and fire extinguishers cannot be blocked off. No type of motor fuels or flammable material can be stored inside or around the facilities.

## Smoking

Smoking is not permitted inside the pavilions. A \$100 penalty will be assessed if ashes or cigarette butts are found inside either facility. Smoking stands are placed at the entry of each front door and must be placed back in the facility by the Renter at the end of event. (See Deductions)

## Deliveries

Vendors are not given keys to any facility. The Renter or his/her representative is responsible and must be present to let in rental companies, caterers, florists, and musicians during the contracted day. ACND will not sign for or receive any delivered items.

## Furniture Set-Ups

The ACND staff will set up tables and chairs according to the renter's requirements. The seating arrangements design must be received no later than 45 days prior to the event date. There are several prepared set-up plans available for viewing in the ACND office from which

to choose. A standard set-up plan will be selected by the ACND office staff if a set-up plan is not provided.

A \$75 furniture re-set fee will be assessed if a floor plan change is requested after the original set-up has been prepared, within 48 hours of the event date. (See "Fees" on for the Saltwater Pavilion and the Beachfront Pavilion)

All tables and chairs in the main meeting room are for inside use only. A \$25 penalty will be assessed if any furnishings are found to have been placed outside. (See Deductions)

## Outside Electricity/Outside Water

Outside use of electricity or water is available at \$25 each per day and must be paid in advance of the event. If this is not set up in advance and an employee must be called in to give access the charge will be \$40.

## Outside Set-up

The outside ground-level area around the perimeter of any facility is public and is available on a first-come, first-served basis. The general public cannot be denied access along the length of the beach and should not be asked to move, thus any wedding set-up must be far enough from the water's edge to allow public access. Prior notification is required. See Rockport Beach Weddings (non-rental event).

## Veranda

The ACND Staff will place "Reserved" signs at each staircase ascending up to the facility on the morning of the rental event. The Renter is responsible for returning signs to the facility at the end of the event. Failure to return signs will result in a \$25 penalty from the cleaning/damage deposit. (See Deductions)

# Day of Event

## Pavilion Keys

Keys are picked up by appointment at the beginning of the stated rental time listed on the Rental Contract and only by designated people listed on the Rental Contract by the Renter.

The office staff will perform a walk-through with the Renter to verify the condition of the facility, insure the Renter is aware of the location of light switches and that the set-up has been properly prepared according to the Renter's needs if the Renter had submitted a set-up design prior to the event.

Keys must be returned to the ACND office on the same day of the event. If the office is closed, the keys are to be placed in the letter drop slot in the front of the ACND office door or the Annex door. Failure to return keys on time will result in a \$50 penalty from the cleaning/damage deposit. (See "Deductions")

## Pre-Event Inspection Checklist Brochure

This brochure is given to each Renter upon receiving keys to the facility and equipment. If the Renter observes any problems, stains, or damages prior to the event, the Pre-Event Inspection Brochure must be returned to the ACND office detailing the problem. If not returned to the ACND office listing issues with the facility, the Renter acknowledges an inspection of the premises has been made and accepts the premises in "as is" condition without warranty, expressed or implied. A checklist of cleaning responsibilities and deductions are also listed in this brochure.

If non-compliance of the Rental Policy or damages is found, deduction from the cleaning/damage deposit is charged according to the guidelines listed below. (See "Cleaning Requirements" and "Deductions" below)

# End of Event

## Building Security

The following closing procedures must be completed at the end of the event in order to receive a full cleaning/damage deposit refund:

- Turn off all lights and unplug mini-lights on lattices and trees
- Items that must be placed back into the facility:

- "Reserved" sign
- "Caterer's Parking" sign
- Smoking stand
- All doors locked and keys returned the same day as the rental
  - Saltwater Pavilion doors:
    - Double-doors entry (2)
    - Kitchen door (1)
    - Self-locking door on north wall (1)
    - Handicap-access door (1)
    - Restroom doors (2)
  - Beachfront Pavilion doors:
    - Double-door entry (2)

## Cleaning Requirements

In order to receive a complete refund of the cleaning/damage deposit, the facility must be left in the same condition as when the event began. Listed below are specific requirements:

- Remove all trash from the interior trash receptacles:
  - Saltwater Pavilion: Place trash in dumpsters in the kitchen
  - Beachfront Pavilion: Place trash in dumpsters on the veranda
- Clean food and liquid spills off all furniture
- Floors must be left clean:
  - Saltwater Pavilion: Brooms and a dust mop are located in the kitchen. The floor must be dust mopped, after spills (if any are cleaned) and any debris disposed of.
  - Beachfront Pavilion: Brooms and a dust mop are located in the kitchen. The floor must be dust mopped, after spills (if any are cleaned) and any debris disposed of.

The kitchen must be left clean:

- Wipe all spills, etc from stove surface and interior
- Wipe off all food and grease from the sink and appliances
- Clean food particles from the sink drains
- Mop the floor if there are any spills

## Liability

The ACND is not responsible for any property left in the facility or outside on the premises overnight and reserves the right to remove all effects from the building at the end of the rental event. The Renter shall defend, indemnify and hold harmless the ACND and its officials, employees and agents from any and all claims, causes of action, costs and liabilities



of every kind and nature whatsoever, directly or indirectly resulting from or caused by the use or occupying of the facility by the Renter or the Renters guests, invitees or licensees.

#### Lost and Found

Any property left inside after an event will be kept in the "Lost & Found" area of the ACND office for a period of ten (10) days and if not claimed within that time frame will be presumed abandoned and become the property of the ACND.

The ACND and the Beach Staff will do everything to make sure your event goes as planned; however, in the event some situation arises that causes the ACND to send an employee out after hours a charge of \$40 will be applied to the contract.

# Damages / Deductions

The Renter will be responsible for any and all damages to the facility, directly or indirectly by activities connected to the use of the facility. The need for repair and replacement of damaged property shall be determined by the ACND staff and the costs of repairs/replacement deducted from the cleaning/damage deposit.

The Renter shall pay on demand all remaining costs of repair and replacement for such damaged property that exceed the cleaning/damage deposit. The following deductions from the cleaning/damage deposit are included but not limited to these circumstances:

## **YOUR DEPOSIT WILL BE FORFEITED IF:**

- Lost key or key not returned on same day of the event
- For any door left unlocked or kitchen window left unlocked
- Any balloons found on premises after your event

## Deductions

\$100	<ul style="list-style-type: none"><li>● Any evidence of smoking in the pavilion</li></ul>
\$75	<ul style="list-style-type: none"><li>● Any evidence of birdseed, rice, confetti, or glitter used inside or outside the pavilion</li><li>● Candle wax found on furniture or floor</li></ul>
\$65	<ul style="list-style-type: none"><li>● Any evidence of glass containers of any kind</li><li>● Damage to the flooring</li><li>● Initial fee for cleaning or damage to stove or ice maker</li></ul>
\$50	<ul style="list-style-type: none"><li>● Per hour with a minimum of 2 hours:<ul style="list-style-type: none"><li>○ Any additional interior cleaning having to be performed by ACND personnel</li><li>○ Pouring greasy liquids, ashes or leaving BBQ trash on the grounds</li></ul></li><li>● Driving or parking upon the grassy areas adjacent to either pavilion</li><li>● Using open-flame cookers, including those using propane, inside the pavilion, kitchen, on the veranda or under the facility</li><li>● "Reserved" or "Caterer's Parking" signs left out, not placed inside the facility/kitchen</li><li>● The Beachfront Pavilion veranda security gate lock is lost</li><li>● Trash not removed and placed in provided trash bins as listed in the "Cleaning Requirements" above</li><li>● The Barbeque Pit lock is lost</li></ul>

\$25

- Ceiling or mini-lights left on
- Furniture re-set fee
- Nails, brads, tacks used inside a pavilion
- Removing any furnishings from the meeting rooms.
- Smoking stand not returned to the facility

**Also please note, violations of the ACND Rockport Beach Rules may result in, as provided in those rules, administrative fines.**