

HENDERSON COUNTY PREMISES USE POLICY

1.0 POLICY BACKGROUND AND OBJECTIVE

The adoption of this policy is intended to clarify and memorialize Henderson 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. Henderson 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 Henderson County, Texas;
- 1.3 Preserving the historical relationship that the local government of Henderson County, Texas has had with the community;
- 1.4 Preserving the community values of Henderson 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 Henderson County, Texas;
- 1.6 Ensuring the safety of the community; and
- 1.7 Proving clarity to the public on Henderson 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 Henderson County Fair Park Complex which is governed and controlled by the policies, procedures, and authority of the Henderson County Fair Park Board.

2.2 Applications for use of County owned premises for assembly of groups may be obtained from the Henderson 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 Agreement on Conditions of Use of Government Facilities, 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 twenty five (25) or fewer: at least fifteen (15) days, but not more than (90) days prior to the requested date of use;
- 2.3.2 Groups of twenty six (26) to one hundred (100): at least (30) days, but not more than (90) days prior to the requested date of use;
- 2.3.3 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 200 or greater, a certificate of insurance, in the amount of at least 1,000,000, naming Henderson County as an additional insured, shall be provided to the County Judge, prior to a permit being approved and issued.

2.5 Henderson 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, Henderson County property has not been by tradition or designation a public forum. Henderson County may contract with individuals or private groups to place displays or decorate County property, however, any displays placed on County property are for Henderson 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 prior County Commissioner Court approval;

3.4 Any requests for displays, decorations, or monuments shall be made, in writing, and directed to the Henderson 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 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 Control the message that is delivered to the public by the use of property owned by Henderson County.

APPENDIX A

AGREEMENT ON TERMS AND CONDITIONS OR USE OF HENDERSON 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 Henderson 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 Henderson 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 Henderson 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 Henderson. 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 Henderson County

- A4.1 Applicant agrees that Henderson County will not be responsible for any losses whatsoever.
- A4.2 APPLICANT HEREBY AGREES TO RELEASE FROM LIABILITY, DEFEND, AND INDEMNIFY HENDERSON 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 HENDERSON COUNTY, TEXAS, INCLUDING GROSS NEGLIGENCE, OR ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, WHETHER IS BE PROPERTY DAMAGE OR PERONAL INJURY (INCLUDING 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.
- A5.3 Applicant agrees to repair or to make full restitution to Henderson County for any damage to County property as a result of Applicant's event.

HENDERSON COUNTY EVENT PERMIT

Name: _____ Organization: _____

Organization: _____

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: _____