

Thomas G. Hildebrand DVM '56 Equine Complex

Texas A&M University Event Rental Information



THOMAS G. HILDEBRAND, DVM `56 EQUINE COMPLEX

BUILDING ADMINISTRATIVE PROCEDURES

The following rental information is subject to change based on the policies and guidelines set forth by Texas A&M University in response to COVID-19. Please call us at (979) 458-9166 if you have any questions, concerns, or changes in your reservation request.

**** Please read the document in its entirety.**

HOURS OF OPERATION

The Thomas G. Hildebrand Equine Complex is open Monday through Friday from 8:00 AM until 5:00 PM. These hours may be extended for special events as needed. Times may vary depending upon the nature of the event. The Equine Complex also reserves the right to close during University holidays. <https://equine.tamu.edu/thomas-g-hildebrand-dvm-56-equine-complex/>

ELIGIBILITY FOR USE

All groups requesting the use of the Equine Complex are subject to the approval of the General Manager, the Hildebrand Event Coordinator, and/or his/her designate.

Phone: (979) 458-9166

Email: HildebrandEC@tamu.edu

For all groups: In accordance with TAMUS and TAMU Policies, Rules, and SAPs, the facility cannot be utilized for commercial or political purposes, fundraisers, or for any event resulting in personal financial gain for an individual or group.

RESERVATIONS

Application for use of the Equine Complex shall be made to the General Manager, the Hildebrand Event Coordinator and/or his/her designate.

1. **Eligibility and Priority.** Determination of priority shall be made by the General Manager and/or the Hildebrand Event Coordinator.
2. **Reservation Requests.** The reservation request process begins with the customer returning the completed Reservation Request Form (Appendix A) and the signed Statement of Agreement (Appendix B). A phone call or email does NOT serve as a reservation. Reservation requests must be submitted prior to 30 days before the event. Paperwork submitted within the 30 day window may not be approved due to event and custodial staffing schedules.

THOMAS G. HILDEBRAND, DVM `56 EQUINE COMPLEX

3. **Confirmed Reservations.** The event coordinating staff must receive both Appendices before processing the reservation request. **Reservations become confirmed and entered into the Hildebrand event calendar when the Hildebrand Event Coordinator signs and returns the Statement of Agreement (Appendix B) to the customer via email.** Confirmed reservations are subject to cancellation by the General Manager and/or Hildebrand Event Coordinator for the following reasons:
 - a. Classroom space requested by the Office of the Registrar or one of the facility's primary user groups (applies to spaces in building 0177);
 - b. User fails to comply with the terms of the reservation;
 - c. User fails to comply with conditions stated therein;
 - d. User fails to demonstrate adequate financial resources for presentation of the program;
 - e. User is not willing or able to adequately perform all required duties and responsibilities related to the program; or
 - f. TAMU is officially closed due to weather or other emergency conditions.

4. **Identification of Sponsor.** The original user may not assign or delegate any control or responsibility to any other user or co-sponsor, agent or third party without prior written approval of the General Manager and/or the Hildebrand Event Coordinator. All users or co-sponsors of a program must be clearly identified prior to confirmation of a reservation. Reservations for presenting one program may not be used for presenting a different program without written approval by the General Manager and/or the Hildebrand Event Coordinator.

5. **Assignment of Reservations.** No reservation may be assigned in whole or in part to another user by the original user.

GENERAL POLICIES

All persons or groups using the Equine Complex must abide by the Policies and Procedures outlined in this document and posted at the facility.

1. A representative of the Equine Complex must be present at all events held in the Equine Complex. Any complaints regarding the Equine Complex and its operation shall be addressed to the General Manager and/or the Hildebrand Event Coordinator.

2. Appropriate standards of dress and behavior will be observed at all times for events held at the Equine Complex.

THOMAS G. HILDEBRAND, DVM `56 EQUINE COMPLEX

3. TAMU is a smoke-free and tobacco-free campus. In accordance with this policy, smoking and smokeless products are prohibited in, or on the grounds of, the Equine Complex.
4. The Equine Complex will not be responsible for lost or stolen articles or for any liability arising from the use of the Equine Complex. Found articles will be left in the office at the Equine Complex, up to a period of 60 days.
5. The use of special equipment must be approved by the General Manager and/or the Hildebrand Event Coordinator. Rental charges of such equipment are the responsibility of the user organization.
6. There is no public copier or printer available for use by the user group.
7. All groups are responsible for leaving the Equine Complex facilities and equipment (lecterns, coffee makers, etc.) clean and orderly after use and are responsible for any damages incurred. Any violations of the following procedures may incur additional costs.
 - a. Hildebrand décor shall not be removed or altered.
 - b. Decorations may not be affixed to walls, ceilings, or stairways of the Equine Complex. No confetti, glitter or glue may be used.
 - c. Use of candles for events is only allowed if enclosed in a lantern type holder. No open flames are permitted.
 - d. Food cookers and/or fryers are not permitted in any space – including the catering kitchen and kitchenette. Our facility is not equipped with the proper ventilation system.
8. An additional clean-up charge may be assessed for areas not left in a satisfactory condition. This includes the kitchen areas.
9. All event personnel, including caterers, should follow the catering policies as outline in Appendix E.
10. Pets are NOT allowed inside or on the Equine Complex grounds, except for the TAMU official mascot, Reveille, and properly marked service animals. The allowance of pets (including those mentioned above) needs to be preapproved by the General Manager and/or the Hildebrand Event Coordinator. There will be strict guidelines if the General Manager/Hildebrand Event Coordinator allows animals at the Equine Complex.
11. Modifications and exceptions to the policies and procedures contained in this document may be made at any time as it is considered appropriate by the General Manager and Director of the Equine Initiative.

THOMAS G. HILDEBRAND, DVM `56 EQUINE COMPLEX

GENERAL PROCEDURES

Any proposed use of the Equine Complex must be appropriate to and suited to the size, structure, purpose and operating costs of the facility. All proposed events must be conducted in accordance with applicable state and federal laws and regulations as well as rules, regulations and policies of TAMU and the Board of Regents of the TAMU System. Users must demonstrate to the satisfaction of the General Manager and/or the Hildebrand Event Coordinator that they have the staff, experience, contracting authority, financial resources or other qualifications necessary for carrying out the proposed program in a satisfactory manner. All persons or groups using the Equine Complex must abide by the Policies and Procedures outlined in this document and posted at the facility.

1. **Review of Contracts.** All contracts related to the presentation of a program, including contracts between users and speakers, performers, subcontractors, managers and others, must be available to the General Manager and/or the Hildebrand Event Coordinator.

2. **Hazards.** If the General Manager and/or the Hildebrand Event Coordinator determine(s) that a proposed program poses a potential hazard of public or equine safety, the program may be canceled or denied. No user may install or operate any equipment, fixture or device, nor operate or permit to be operated any engine, motor or other machinery or use gas or other flammable substances in the facility except with prior written approval of the General Manager and/or the Hildebrand Event Coordinator, and under such conditions and restrictions as the General Manager and/or the Hildebrand Event Coordinator may specify. All electrical connections must be made by TAMU personnel under the direction of the staff of the Equine Complex. Equine Complex or University Center personnel/staff must operate all house equipment. No equipment, device or fixture may be used which in the opinion of the General Manager and/or the Hildebrand Event Coordinator endangers the structural integrity of the facility.

3. **Management Functions.** Management functions are retained by the General Manager and/or the Hildebrand Event Coordinator and may be delegated to users or others only with the written permission of the General Manager and/or the Hildebrand Event Coordinator. These functions include, but are not limited to the following:
 - a. All facets of ticketing and ticket policies, including scaling, acquisition, distribution and sale.
 - b. All matters of staffing, crowd control, technical arrangements, promotion, and advertising.

THOMAS G. HILDEBRAND, DVM `56 EQUINE COMPLEX

4. **Concessions and Catering.** Use of the Complex does not carry the right for the user to control concessions or catering. All catered events shall use the vendors from the approved list in Appendix D, or with permission from the General Manager and/or the Hildebrand Event Coordinator. Prior to the event, the General Manager and/or the Hildebrand Event Coordinator must approve the sale and distribution of food, beverages, souvenirs, or other concession items. All users are responsible for leaving areas of use clean. An additional clean-up charge may be assessed for areas not left in a satisfactory condition.

5. **Signs and Displays.** Signs, messages or other materials may be posted, displayed, distributed or announced in, on, or adjacent to, the Complex only in assigned locations and with prior written approval of the General Manager and/or the Hildebrand Event Coordinator. Such materials may not be fastened to any part of the facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety.

6. **Smoking.** TAMU is a smoke-free and tobacco-free campus. In accordance with this policy, smoking and smokeless products are prohibited in, or on the grounds of, the Equine Complex. For more information, please see [TAMU's Tobacco-Free Policy Fact Sheet](#).

7. **Food and Drinks.** Outside food and drinks are allowed to be brought in for events, with approval from the Event Coordinator. Food tables must be kept a minimum of 3 inches from the walls at all times, to avoid cleaning charges. In lieu of vending machines, the Hildebrand Equine Complex event staff has snack foods and drinks available for purchase. Please contact the staff for more information.

8. **Room Configuration.** At the Equine Complex, some spaces have furnishings while others do not. The rooms furnished with tables (on wheels) and chairs may be configured to meet the individual needs of the facility renter. However, tables and chairs must be returned to the original configuration. If the furniture is not in its original configuration after the event is complete and the user has left the facility, a fee will be charged to reset the room, based on the number of staff and time needed to put the furnishings back in place.

9. **Security.** A uniformed University Police Officer(s) (UPD) **must** be present 1) at all student sponsored social events, 2) at all events where alcohol is present, and 3) at all events where money is being transacted (i.e. silent auctions, ticket sales, raffles). The Hildebrand Event staff will secure UPD for student groups. All other University groups will be responsible for securing UPD and sending the Event staff a copy of the request. An "Event Security Request" can be made by visiting UPD's website at <http://upd.tamu.edu>. Other

THOMAS G. HILDEBRAND, DVM `56 EQUINE COMPLEX

law enforcement agencies may not provide security unless requested by UPD. UPD reserves the right to specify the number of officers needed per event.

10. **Exceptions.** Any exceptions to the Thomas G. Hildebrand Equine Complex Administrative Procedures must be approved by the General Manager and the Director of the Equine Initiative.

SCHEDULING CONFLICTS

The General Manager and/or the Hildebrand Event Coordinator of the Equine Complex or his/her designate will schedule programs at the Complex. The General Manager and/or the Hildebrand Event Coordinator will attempt to resolve any conflicts with users. If the General Manager and/or the Hildebrand Event Coordinator cannot resolve the conflict, he/she will make a recommendation to the Director of the Equine Initiative.

ALCOHOLIC BEVERAGES

1. **Possession or Use.** Per University Rule 34.03.99.M0.01, possession or use of alcoholic beverages at the Equine Complex requires the review and concurrence by the Senior Vice President or his/her designate for each event. In addition, in all cases possession or use of alcohol must be in full compliance with applicable State laws including the Texas Alcoholic Beverage Code. **University student groups will not be allowed to have alcohol at the Complex.**
2. **Service.** Per University Rule 34.03.99.M0.01, alcohol services may be provided by vendors meeting University requirements regarding appropriate TABC licenses and insurance. A current copy of the TABC license and insurance must be provided as part of the reservation packet. An Alcohol Request form (Appendix 1) and a Vendor Services Agreement (Appendix 2) must also be completed – call the Event Staff for more information. Refer to Appendix D for a list of alcohol providers.
3. **Security.** Uniformed University Police Officer(s) (UPD) **must** be present 1) at all events where alcohol is present, 2) for any student sponsored social event, and 3) for events that include money transaction (i.e. silent auctions, ticket sales, raffles). See General Procedure #9 for more detailed information.

THOMAS G. HILDEBRAND, DVM `56 EQUINE COMPLEX

FEES

1. A current approved fee schedule is available in the office of the General Manager and/or the Hildebrand Event Coordinator and can be found in Appendix C of this document.
 - a. University Fees. Applicable to all Texas A&M University and TAMU Systems entities.
 - b. Non-Affiliated Fees. All other entities (public or private) not associated with Texas A&M University.
2. **Deposit.** An advance deposit, as specified in the fee schedule, may be required for confirmation of a reservation for programs sponsored by non-affiliated organizations.
3. **Bond and Insurance.** Non-affiliated users of the facility may be required to provide a contract performance bond or pre-payment. Non-affiliated users may be required to provide liability insurance covering injury to persons, including those resulting in death, and property damage insurance, including damage to the Complex, in amounts and under policies satisfactory to the Texas A&M University System Director of Risk Management. Copies of such policies shall be furnished to the General Manager and/or the Hildebrand Event Coordinator no later than 30 days prior to the program and in all cases prior to the announcement of the program.
4. **Payment for Damage.** All users and sponsors shall be responsible for payment for damage to the Complex and its fixtures and equipment, whether caused by the user or its patrons. Failure to pay for damages could void any future reservations. The event staff will inspect the facility before and after the event to determine applicable damage and/or cleaning fees.
5. **Late Cancellation Charges.** All users will be billed 50% of the room's flat rate facility usage fee (as per Fee Schedule Appendix C) for any reservation canceled later than **30 days** before the date of the event. In the case that the space is free of charge, the user will be billed an administrative booking fee of \$35 for a late cancellation.
6. **Room Reset Fee.** Users are required to return the classroom seating and tables to their original location. A reset fee will be charged according to the number of staff and time needed to put the furnishings back in place.

THOMAS G. HILDEBRAND, DVM `56 EQUINE COMPLEX

BILLING

All bills will be prepared by the Equine Complex and will be considered payable in full upon receipt. The Equine Complex reserves the right to require deposits and appropriate account numbers for organizations/groups using the Complex. All users will be billed as per Fee Schedule Appendix C. Estimates will be provided at user's request. Staffing requirements will be determined by the General Manager and/or the Hildebrand Event Coordinator in relation to the demands of the event. A time log will be maintained for additional staff needs and the client will be billed after the event.

PARKING

Parking for the Equine Complex (Lot 126) is on the southeast side of the complex and can be accessed from F&B Road. Since the lot is used by the 12th Man Foundation and is a year-round RV lot, **users should contact Transportation Services at (979) 862-7943 as to the availability and services available.** <http://transport.tamu.edu> The Equine Complex does not coordinate parking for any groups, and does not have the ability to act as an intermediary for the resolution of parking citations.

WI-FI

Wi-Fi is available in buildings 0177 and 0178 at the Complex. TAMU employees and students may use their NetID to access the service. **Groups that will be hosting individuals not connected with the University will need to contact Computing & Information Services (CIS) about temporary guest usernames and passwords** for buildings other than 177 and 178 and/or outdoor spaces. CIS Help Desk Central (979) 845-8300. Guest passwords are not kept on file at the Complex.

THOMAS G. HILDEBRAND, DVM '56 EQUINE COMPLEX

Room Information

Outreach Building 0178	Room Number	Capacity	This space includes...
Auditorium	741	350 to 700	...a computer, projector, screen, 4 TV monitors, camera, a handheld mic, and two lapel mics. This space is not furnished. Customers must provide furnishings through a vendor of their choosing. See bottom of App. A for vendors. A catering kitchen is also available with use of this space.
Swanson Foundation Pavilion	PAV	Up to 250	...an open, fenced-in, & covered outdoor area, overlooking the north side of the property. This space is cooled by a large overhead fan and floored with rubber bricks. This space is not furnished.
Bartlett Recognition Hall	BRH	150	...open floor space for vendors, small receptions, socials, buffet line, or event registrations. This space is not furnished.
Wagonhound Land & Livestock Education Building 0177	Room Number	Capacity	This space includes...
Heritage Place Room	714	32	...a computer, monitor, 15 movable rectangular tables (2' x 5' on casters) & 32 chairs.
David & Anne Andras Classroom	708	72	...a computer, projector, screen, camera, a lapel mic, and 36 rectangular tables (2' x 5' on casters) & 72 chairs. This space also has a small kitchenette with a sink, refrigerator, and counter space.
Carmichael/Newton Classroom	707	72	...a computer, projector, screen, a lapel mic, and 36 rectangular tables (2' x 5' on casters) & 72 chairs
Combined Classrooms 708 and 707	708 & 707	144	...the combination of the Andras Classroom and the Carmichael/Newton Classroom. A partition wall can be installed or removed as necessary.

*Appendix C has more information on pricing.

*For unfurnished spaces, please contact us at (979) 458-9166/9167 or refer to the bottom of Appendix A for a list of known vendors.

*Additional equipment for rent: large mobile whiteboards, VIZ-PROs (small white board/easel), wooden easels, and video conferencing camera.

THOMAS G. HILDEBRAND, DVM '56 EQUINE COMPLEX

APPENDIX A

Reservation Request Form

Please complete this form and submit to the Hildebrand Equine Complex Event Coordinator's office, a minimum of ***thirty days prior*** to the date requested.

(Please print)

Event: _____

Name of Organization: _____

Contact Person: _____ Mail Stop: _____

Business Address: _____

Phone Number: _____ Cell Phone: _____

Email Address: _____

Additional Rentals: (see Appendix C) Circle if needed: Large Whiteboard/VIZ-PRO/Wooden Easel/Camera

Room(s) Requested: _____

Date(s) Requested: _____ Event time: _____ to _____

Time/Date needed for event set up: _____

Group Size: _____ Student Organization Sponsored Event? Yes _____ No _____

Business Office Contact _____

Phone Number: _____ Email Address: _____

TAMU 13 Digit Account Number: ___ - ___ - ___ or Foundation Account _____

Will there be alcohol at this event? Yes _____ No _____

*****An email confirmation, from the Hildebrand Event Coordinator, will be sent to the address above.*****

Separate arrangements must be made for:

Alcoholic Beverages: Refer to Appendix D, Appendix 1 and Appendix 2

Security: University Police Department: (979) 845-2345, upd.tamu.edu, See pg. 5 for policies.

Parking: Transportation Services: (979) 862-7943

Audio Visual Technicians: University Center & Special Events: (979) 845-8903

Furnishings: University Center (Rudder), Details, Ashley & Co., Party Time, or another vendor of your choosing

NOTE: SUBJECT TO CANCELLATION BY EQUINE COMPLEX AT ANY TIME.

THOMAS G. HILDEBRAND, DVM `56 EQUINE COMPLEX

APPENDIX B

Statement of Agreement

Use of Equine Complex Facilities

I hereby state that I have read the Thomas G. Hildebrand `DVM 56 Equine Complex regulations and agree that my/our use of the facility will conform to the policies of the Equine Complex and Texas A&M University. I and/or my Organization, will reimburse the Equine Complex for any and all costs incurred through my/our use of the facility. All charges or damages arising from my/our use will be my responsibility and/or that of the group I represent.

This arrangement is binding on all functions of my organization (business, office, department, or college).

Organization _____

Name of Event _____

Date of Event _____

To be completed by Authorized Representative (i.e. Dean, Director, Department Head, Faculty Advisor) ONLY

Printed Name _____

Title _____

Email _____ Phone Number _____

Signature _____

Today's Date _____

Reservations are NOT confirmed/booked until an official signed confirmation from the HILDEBRAND EVENT COORDINATOR has been returned to the requestor.

TO BE COMPLETED BY THE HILDEBRAND EQUINE COMPLEX EVENT COORDINATOR

Date Received _____ Reservation Confirmed Yes No

Signature _____ Date _____

THOMAS G. HILDEBRAND, DVM '56 EQUINE COMPLEX

APPENDIX C

Facility Fees

These rates are applicable to FY 21-22.

			TAMU Rates	
Outreach Building 0178	Room Number	Capacity	Half Day	Full Day
Auditorium	741	350 or 700	\$ 250	\$ 500
Swanson Foundation Pavilion	PAV	Up to 250	\$ 75	\$ 150
Bartlett Recognition Hall	BRH	150	\$ 200	\$ 400
Wagonhound Land & Livestock Education Building 0177				
Heritage Place Room	714	32	\$ 15	\$ 30
David & Anne Andras Classroom	708	72	\$ 25	\$ 50
Carmichael/Newton Classroom	707	72	\$ 25	\$ 50
Combined Classrooms	708 & 707	144	\$ 125	\$ 175
Arenas				
Western Warmup 0172		No Seating Avl.	\$ 150	\$ 300
Houston Livestock Show & Rodeo Western Arena 0173		650	\$ 325	\$ 650
Hunt Seat Arena 0176		650	\$ 325	\$ 650
Hunt Seat Warmup 0179		No Seating Avl.	\$ 150	\$ 300
Cross Country Course				
Dale Watts Cross Country Course		Hillside	\$ 400	\$ 800
** A half day rental is 4 hours or less of event time. A full day rental is up to 8 hours of event time.				
Additional Fees/Equipment Rentals			Amount	
Special Opening Fee			\$35/hr	
Room Reset Fee			Up to \$50	
Event Cancellation Fee			Charges will vary as explained on pg. 7	
<ul style="list-style-type: none"> - Large Mobile Double-sided Whiteboard - VIZ-PRO Double-sided whiteboard/easel - Wooden Easel - Logitech Video Conferencing Camera 			These pieces of equipment are available for rent per day. Please check with the event staff for availability. <ul style="list-style-type: none"> \$ 5 per day \$ 4 per day \$ 2 per day \$ 5 per day 	

- **Please call for specific details about pricing and possible availability of our outdoor spaces, including the Arenas and Cross Country Course, before filling out a reservation request.**

THOMAS G. HILDEBRAND, DVM `56 EQUINE COMPLEX

APPENDIX D

Approved Food and Beverage Vendors

Alcohol (A) and Catering (C)

Amico Nave	C	(979) 703-1953	www.amiconave.com
Buppy's Catering	C	(979) 779-6417	www.buppys.com
Café Eccell	C	(936) 588-7929	http://cafeeccellbryantx.com/catering/
Chartwells	A/C	(979) 845-5636	https://tamu.catertrax.com
Chef Tai	C	(979) 450-5334	http://www.cheftai.com/
CHL Rankin Bean Counter Cookers	C	(979) 229-0937	chlrankin@yahoo.com
Christopher's World Grill	C	(979) 776-2181	www.christophersworldgrille.com
CityView Catering	A/C	(713) 223-9191	www.cityviewcatering.com
C&J Barbeque	C	(979) 822-6033	www.cjbbq.com
D & V Events, LLC	C	(979) 535-8151	www.dvevents.com
D'Vine Cuisine	C	(979) 704-6024	www.dvinecuisine.com
Epicures Catering Inc.	C	(979) 695-0985	www.epicuresexperience.com
Global Event Group	C	(979) 778-9101	www.globaleventgroup.com
Hilton College Station	A/C	(979) 694-4905	www.hiltoncs.com
J.Cody's	C	(979) 846-2639	www.jcodys.com/Catering
Lukes	A	(979) 693-1752	www.bcsbartenders.com
Mallett Brothers Barbeque	C	(936) 825-9440	www.mallettbrothers.com
Napa Flats	C	(979)383-2500	www.napaflats.com
Ricky's Catering/Mantey County	C	(979) 596-2500	www.manteycountry.com
Sloppy Joe's	C	(979) 485-2984	sloppyjoefazzino@yahoo.com
Texas Country Catering	C	(979) 218-3628	www.texascountrycatering.com

***Any chain restaurant delivery or boxed lunch provider is permissible. This list is only for catering service vendors that have staff on site to serve the food. Catering service vendors not listed must get the General Manager's or the Hildebrand Event Coordinator's approval in advance.**

THOMAS G. HILDEBRAND, DVM '56 EQUINE COMPLEX

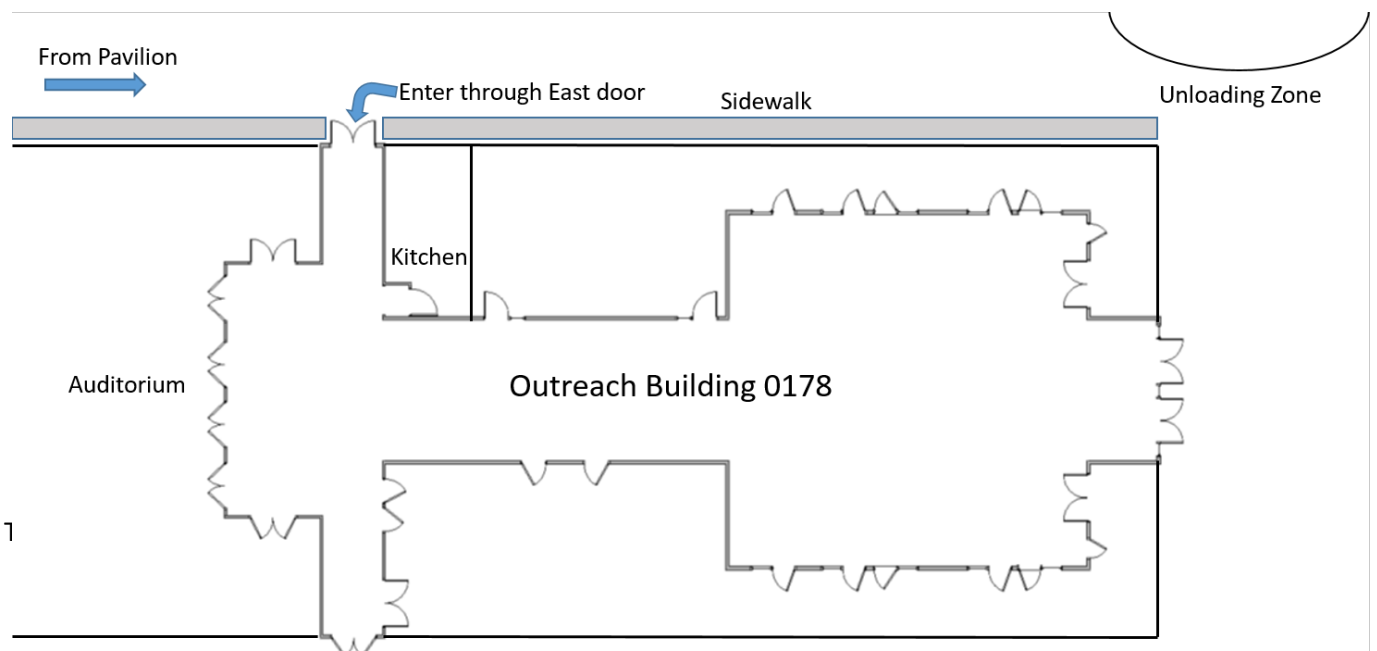
APPENDIX E

Catering Policies

Building 0178:

- Caterers associated with events in this building will have full access to the catering kitchen.
- When using the catering kitchen:
 - Catering vehicles are allowed to park behind the Pavilion, with prior permission from the Hildebrand Equine Complex Event Coordinator.
 - NO vehicles are permitted inside the Pavilion gate.
 - NO vehicles are permitted on the sidewalk beside the Pavilion and the catering kitchen.
 - Vehicles are allowed to temporarily park in the circle drive to unload.
 - When unloading we ask that supplies be taken through the side entrance closest to the catering kitchen (please do not walk supplies through the front entrance and main hallway).
 - Caterers are welcome to use our kitchen equipment.
 - Please clean the equipment and kitchen, as it was found, or better.
- Caterer is responsible for kitchen cleanup (this includes kitchen trash).
 - The dumpster is located behind the Pavilion.
 - If you need a larger rolling trash bin, you may ask our event staff for access.
 - Other cleaning materials are available upon request.
- **Please leave the kitchen in the state you found it, or better.** If the space is left uncleaned, the event group will be charged additional fees, depending on the time required by our staff to clean.

MAP of Building 0178:

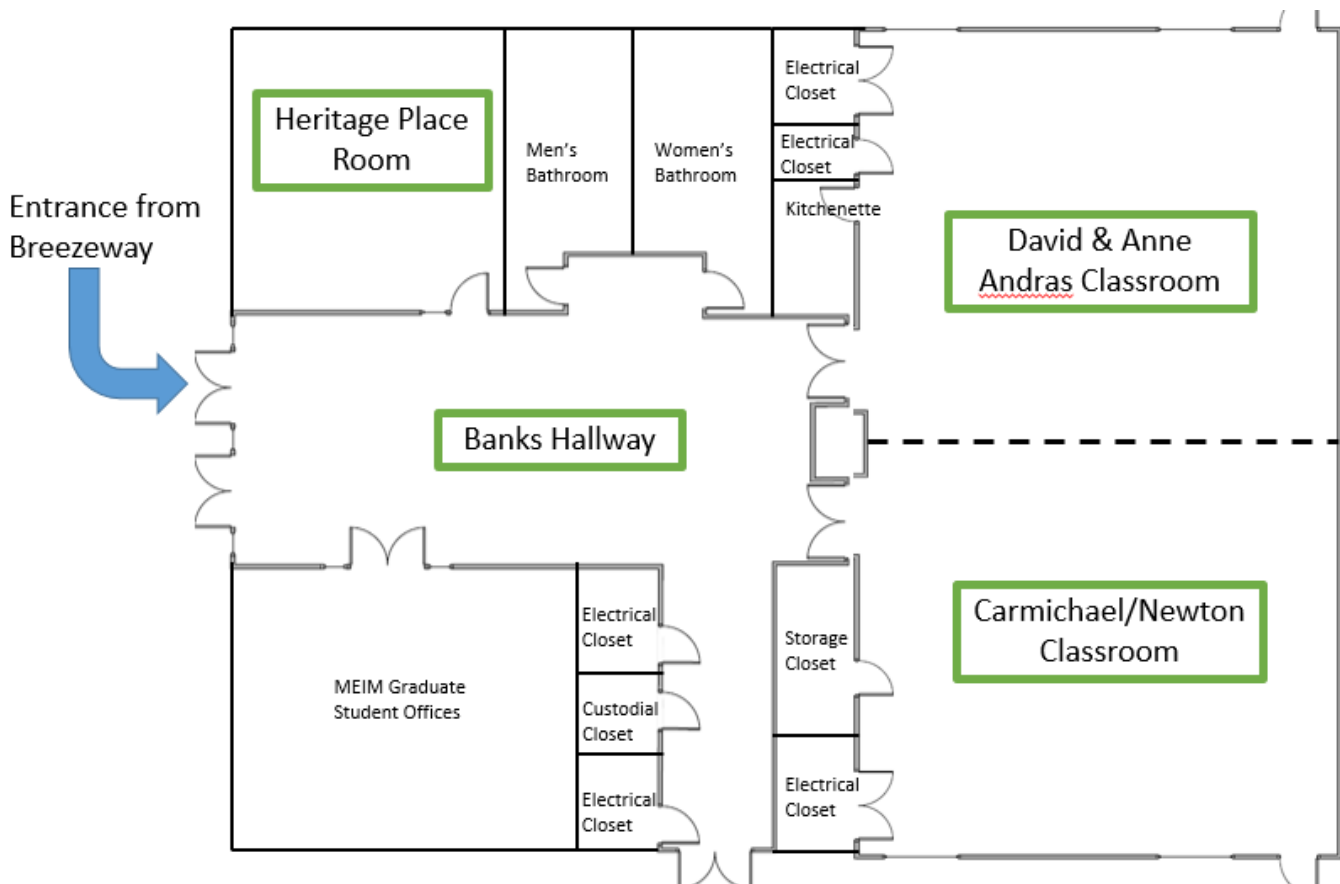


THOMAS G. HILDEBRAND, DVM '56 EQUINE COMPLEX

Building 0177:

- ❑ For events located in 708, caterers will have access to our self-sufficient kitchenette.
- ❑ Caterers associated with events in this building will NOT have access to the catering kitchen located in Building 0178.
- ❑ Caterer is responsible for food cleanup for their respective event.
 - The dumpster is located behind the Pavilion.
 - If you need a large rolling trash bin, you may ask our event staff for access.
 - Other cleaning materials are available upon request.
- ❑ **Please leave the kitchenette in the state you found it, or better.** If the space is left uncleaned, the event group will be charged additional fees, depending on the time required by our staff to clean.

MAP of Building 0177:



THOMAS G. HILDEBRAND, DVM `56 EQUINE COMPLEX

Additional Policies:

- All caterers must provide a copy of their liability insurance policy and their food handling license.
- If alcohol is served, the bartenders are responsible for all bar trash.
 - Our staff will NOT handle trash containing glass bottles.
- Caterers are welcome to use our coffee and tea machines and must provide their own supplies.
- There is NOT an oven or hot box on site, only a microwave in the catering kitchen, so please plan accordingly.
- Deep fryers are PROHIBITED in all spaces.
- Sterno burners are ONLY allowed in spaces that are not carpeted (BRH, 741, Pavilion, Banks Hall).
- Equipment requiring an excessive amount of electrical power will NOT be allowed. Our outlets are 20 Amp outlets. Excessive power will cause the circuit breakers to trip, and we do not have access to the breaker boxes.
- We ask that all communication about caterer arrival and departure times be corresponded through the event group.
 - i.e. Caterers are responsible for informing the event group of what time they will need to arrive and depart so appropriate coordination can be made with the Equine Complex Event Staff to ensure the facility is open and staffed.
- An event group will incur additional charges due to:
 - Additional time taken by caterer outside of event group's reservation.
 - Time required for our staff to clean catering spaces, if left in an unclean state.
 - Damage or misuse of the facility and/or amenities.

THOMAS G. HILDEBRAND, DVM '56 EQUINE COMPLEX

Appendix I

Request for Alcoholic Beverage Service at TAMU Event Form

Current Date: _____ Event Name: _____

Event Date: _____ Approved Site: _____

Event type: _____ Reception _____ Tailgate _____ Banquet _____ Other (specify) _____

TAMU Department: _____ Contact Person: _____

Phone: _____ Cell Phone: _____ E-mail: _____

Billing Address: _____

Alcoholic Beverage Service Information

Alcohol Provider:
 ___ Chartwells; ___ Luke's Bartending Svc; ___ Veritas; ___ Hilton; or ___ Other (list vendor): _____

Service Type: ___ Open Bar ___ Cash Bar ___ Other (specify) _____

Service Level: ___ Beer & Wine ___ Beer/Wine/Call Liquor ___ Beer/Wine/Premium Liquor

Time Bar Opens: _____ Time Bar Closes: _____

Total guests: _____ Total guests under 21: _____ Total guests 21 and over: _____

List how guests under 21 will be identified in order to restrict alcohol consumption (e.g. wristbands, show id, or other):

Food Service Information

Caterer: _____ Contact Name: _____ Phone: _____

By signing below, I certify that all the information I provided is correct to the best of my knowledge and have verified that this location has been approved by the Chancellor as an approved site for alcohol service.

Requested By (name): _____

Signature _____ Date: _____

Hildebrand Facility Manager/Event Coordinator (name): _____

Signature _____ Date: _____

By signing below, I am allowing alcohol to be served at this event:

Name: _____

Vice President (or designee) or Dean – overseeing event

Signature: _____ Date: _____

This form must be received NO LATER THAN THREE WEEKS PRIOR TO THE EVENT.

THOMAS G. HILDEBRAND, DVM `56 EQUINE COMPLEX

Appendix II

Alcohol Vendor Services Agreement by and between TEXAS A&M UNIVERSITY and [VENDOR NAME]

**This Appendix is required for any vendor EXCEPT Chartwells and Levy's*

This Vendor Services Agreement ("Agreement"), when signed by all parties, shall constitute a contract by and between Texas A&M University, on behalf of its Department of _____, a member of the Texas A&M University System, an agency of the State of Texas ("Texas A&M"), and [VENDOR NAME] ("Vendor").

Texas A&M and Vendor hereby agree as follows:

1. Vendor will cater alcoholic beverages at the _____ ("Event") on the campus of Texas A&M on _____, 20____.
2. Texas A&M agrees to pay Vendor _____ Dollars (\$_____) for the services provided by Vendor as specified herein. This amount represents the total sum payable by Texas A&M for Vendor's services.
3. Vendor shall only provide servers properly licensed by the Texas Alcoholic Beverage Commission (TABC) and will provide proof of such license for each server 5 days prior to the Event. Should there not be a TABC license on file with Texas A&M for the server, such server will not be permitted to serve alcohol at the Event. All licenses must be current on the date of the Event.
4. Vendor and its servers will abide by all TABC regulations and guidelines.
5. Groups that have approved reservations at the [Department procuring the service] may request a beverage service from your establishment. Please verify with the [Department procuring the service] (position within the department procuring the service) that the group is authorized to enter into an alcoholic beverage service agreement/contract.
6. The Texas A&M staff representative for the Event is _____, who may be reached at (979) _____ - _____ or _____@tamu.edu. Arrangements must be made with the staff representative at least 3 weeks in advance regarding setup and takedown times, delivery options, security, bar setup, and other issues related to Vendor's services. Texas A&M will provide bars and tables for Vendor's use and will bill the client for this equipment as published in the list of charges.
7. Vendor will provide staff that meet the regulations and guidelines established by the State of Texas and TABC to serve/provide alcoholic beverages, arrive by the specified date/time of the Event, are professional, courteous, and respect the policies and regulations of Texas A&M.
8. Texas A&M does not provide free parking for any event held on the Texas A&M campus. On special event weekends, such as football games, parking may be difficult to obtain. Texas A&M will provide a drop off point for the beverages. However, staffing may need to utilize the shuttle service provided by Texas A&M Transportation Services if parking cannot be secured in campus garages at an additional charge.
9. Vendor is responsible for checking ID's for individual's purchasing/receiving alcohol to confirm all those served are of legal drinking age.
10. Vendor will discuss the procedure for tipping with Texas A&M. If tips are pre-paid, Texas A&M may opt not to have a tip jar present at the Event.

THOMAS G. HILDEBRAND, DVM `56 EQUINE COMPLEX

- 11. Vendor is responsible for denying service to any individual who appears to be impaired or who is not of legal drinking age.
- 12. Texas A&M is committed to re-cycling. All efforts need to be made to recycle bottles and any other products.
- 13. This Agreement may be terminated without penalty by Texas A&M without cause by giving 30 days written notice of such termination to Vendor. In no event shall such termination by Texas A&M as provided for herein give rise to any liability on the part of Texas A&M, including but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas A&M's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

14. State Contracting Requirements:

- A. Vendor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M. By requiring such minimum insurance, Texas A&M shall not be deemed or construed to have assessed the risk that may be applicable to Vendor under this Agreement. Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Vendor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M at least ten days before the effective date of the cancellation.

<u>Coverage</u>	<u>Limit</u>
1. <u>Worker's Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for Texas A&M. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

- 2. **Automobile Liability**
Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;
- 3. **Commercial General Liability**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures Vendor's or its

THOMAS G. HILDEBRAND, DVM '56 EQUINE COMPLEX

subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4. **Liquor Liability Insurance**, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage arising from selling, serving or furnishing of any alcoholic beverage by Vendor or Vendor's employees, representatives, agents, or subcontractors in the performance of this Agreement.

Additional Endorsements

The Automobile Liability, Liquor Liability, and Commercial General Liability Policies will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by Vendor.

The Automobile Liability, Liquor Liability, and Commercial General Liability Policies will be endorsed to provide primary and non-contributory coverage.

The Commercial General Liability Policy endorsement will include on-going and completed operations.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University.

No policy will be canceled without unconditional written notice to Texas A&M at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Vendor will deliver to Texas A&M:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Vendor under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

Any deductible or self-insured retention must be declared to and approved by Texas A&M prior to the performance of any services by Vendor under this Agreement. Vendor is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following Texas A&M contact:

Name:	<u>Laura P. Cole, Hildebrand Event Coordinator</u>
Address:	<u>3240 F&B Road, 2255 TAMU</u> <u>College Station, TX 77843</u>
Phone Number:	<u>(979) 458-9166</u>
Email Address:	<u>hildebrandec@tamu.edu</u>

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M in writing.

- B. Vendor agrees to indemnify and hold harmless Texas A&M from any claim, damage, liability, expense or loss arising out of Vendor's negligent or intentional acts or omissions in performance under this Agreement.
- C. Vendor shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of Texas A&M.
- D. Vendor shall be an independent contractor, and neither Vendor nor any employee of Vendor shall be

THOMAS G. HILDEBRAND, DVM '56 EQUINE COMPLEX

deemed to be an agent or employee of Texas A&M. As an independent contractor, Vendor will be solely responsible for determining the means and methods for performing the services described. Vendor shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of Texas A&M relative to conduct on its premises.

- E. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- F. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Texas A&M shall be in Brazos County
- G. If Vendor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Vendor certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Vendor is exempt from the payment of franchise (margin) taxes.
- H. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. Texas A&M and Vendor can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Texas A&M:	Hildebrand Event Coordinator Thomas G. Hildebrand, DVM '56 Equine Complex 3240 F&B Road 2255 TAMU College Station, TX 77843 ATTN: Laura P. Cole (979) 458-9166 hildebrandec@tamu.edu
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With a copy to:	Texas A&M University Department of Contract Administration 1182 TAMU College Station, TX 77843-1182 ATTN: Executive Director Telephone: (979) 845-0099 Fax: (979) 862-7130 Email: contracts@tamu.edu
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Vendor:	_____

	ATTN: _____
	Telephone: _____
	Fax: _____
	Email: _____

THOMAS G. HILDEBRAND, DVM `56 EQUINE COMPLEX

- H. Texas A&M may request a provider to perform a criminal background check on any employee and/or representative of Vendor who conducts business pursuant to this Agreement on the campus of Texas A&M.
- I. Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- J. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Vendor agrees that any payments owing to Vendor under this Agreement may be applied directly toward certain debts or delinquencies that Vendor owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- K. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- L. Pursuant to Chapter 2270, *Texas Government Code*, Vendor certifies Vendor (1) does not currently boycott Israel; and (b) will not boycott Israel during the term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- M. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- N. Vendor expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- O. Performance by Texas A&M under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, Texas A&M will issue written notice to Vendor and Texas A&M may terminate this Agreement without further duty or obligation hereunder. Vendor acknowledges that appropriation of funds is beyond the control of Texas A&M.
- P. Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- Q. Vendor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Vendor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Vendor will include this provision in all contracts with permitted subcontractors.
- R. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M and Vendor to attempt to resolve any claim for breach of contract made by Vendor that cannot be resolved in the ordinary course of business. Vendor shall submit written notice of a claim of breach of contract under this

THOMAS G. HILDEBRAND, DVM '56 EQUINE COMPLEX

Chapter to the University Contracts Officer of Texas A&M, who shall examine Vendor’s claim and any counterclaim and negotiate with Vendor in an effort to resolve the claim.

- S. By executing and/or accepting this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System (“TAMUS”) or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- T. Vendor acknowledges that Texas A&M is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Texas A&M’s written request, Vendor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to Texas A&M in a non-proprietary format acceptable to Texas A&M. As used in this provision, “public information” has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Texas A&M has a right of access. Vendor acknowledges that Texas A&M may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
- U. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable. IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below their signatures.

TEXAS A&M UNIVERSITY

VENDOR

Thomas G. Hildebrand, DVM’56 Equine Complex
Event Coordinator

Signature

Signature

Name

Name

Title

Title

Date

Date