

City of Burleson

Alcohol Sales Policy for Chisenhall Sports Complex (Third-Party Management by Sports Facilities Company)

1. Purpose

This policy establishes clear and enforceable guidelines for the sale and service of alcoholic beverages at Chisenhall Sports Complex ("Complex"), under the management agreement between the City of Burleson ("City") and Sports Facilities Company ("SFC"). The policy is designed to protect youth participants, promote responsible consumption, safeguard the public, and preserve the City's authority to regulate alcohol service on municipal property.

2. Authorization of Sales

- Alcohol sales may only be conducted by SFC or its approved subcontractors in strict compliance with all applicable state and local laws, including Texas Alcoholic Beverage Commission (TABC) regulations.
 - The location, hours, and method of alcohol sales shall be reviewed and approved by the City.
 - SFC must ensure that all alcohol vendors carry valid TABC permits and all employees involved in alcohol service are TABC certified.
-

3. Restrictions on Youth Events

- No alcohol sales are permitted during regular youth league games or practices.
 - No alcohol sales are permitted at tournaments, events, or activities primarily geared toward youth 12 and under.
 - SFC shall establish written procedures and staff training to identify restricted events and ensure suspension of alcohol service during those times.
-

4. Sales & Service Standards

- Alcohol may only be sold and consumed in designated areas approved by the City.
- SFC shall implement reasonable controls to prevent excessive consumption, underage sales, or service to intoxicated patrons.
- Signage stating "No alcohol sales to minors or intoxicated persons" and "Please drink responsibly" must be clearly displayed at all points of sale.
- Security and monitoring procedures must be in place during all events where alcohol is sold.

5. Liability & Insurance

- SFC shall maintain general liability insurance, liquor liability insurance, and any additional coverage required by the City in amounts specified in the management agreement.
- The City shall be named as an additional insured on all applicable insurance policies. Certificates of insurance must be provided to the City annually and upon request.
- SFC assumes all responsibility for claims, damages, or losses arising from or related to the sale, service, or consumption of alcohol at the Complex.

6. Indemnification

- SFC shall indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising out of or related to the sale, service, or consumption of alcohol at the Complex.
- This indemnification obligation shall survive termination of the management agreement.

7. Policy Review & Oversight

- This policy shall be reviewed annually by the City and SFC to ensure effectiveness, compliance, and community alignment.
- Any recommended modifications will be presented to the City Council for consideration and adoption.
- The City reserves the right to conduct spot inspections and compliance reviews at any time.

8. Enforcement & Termination

- If SFC fails to comply with this policy or applicable laws/regulations, the City reserves the right to:
 - Suspend or revoke authorization for alcohol sales at the Complex; and/or
 - Issue a written notice of default under the management agreement.
 - Failure to correct noncompliance after written notice may result in termination of the management agreement for cause, without penalty to the City.
 - The City may, at its sole discretion, permanently remove the ability to sell alcohol at the Complex if it determines that alcohol sales are not in the best interest of the community.
-

9. Effective Date

This policy shall take effect upon approval by the Burleson City Council and shall remain in effect until amended, superseded, or repealed.