

CITY OF VICTORIA

Established 1824, Founded By Congress, Republic of Texas, 1839

**THE VICTORIA COMMUNITY CENTER
AGREEMENT RULES AND REGULATIONS**

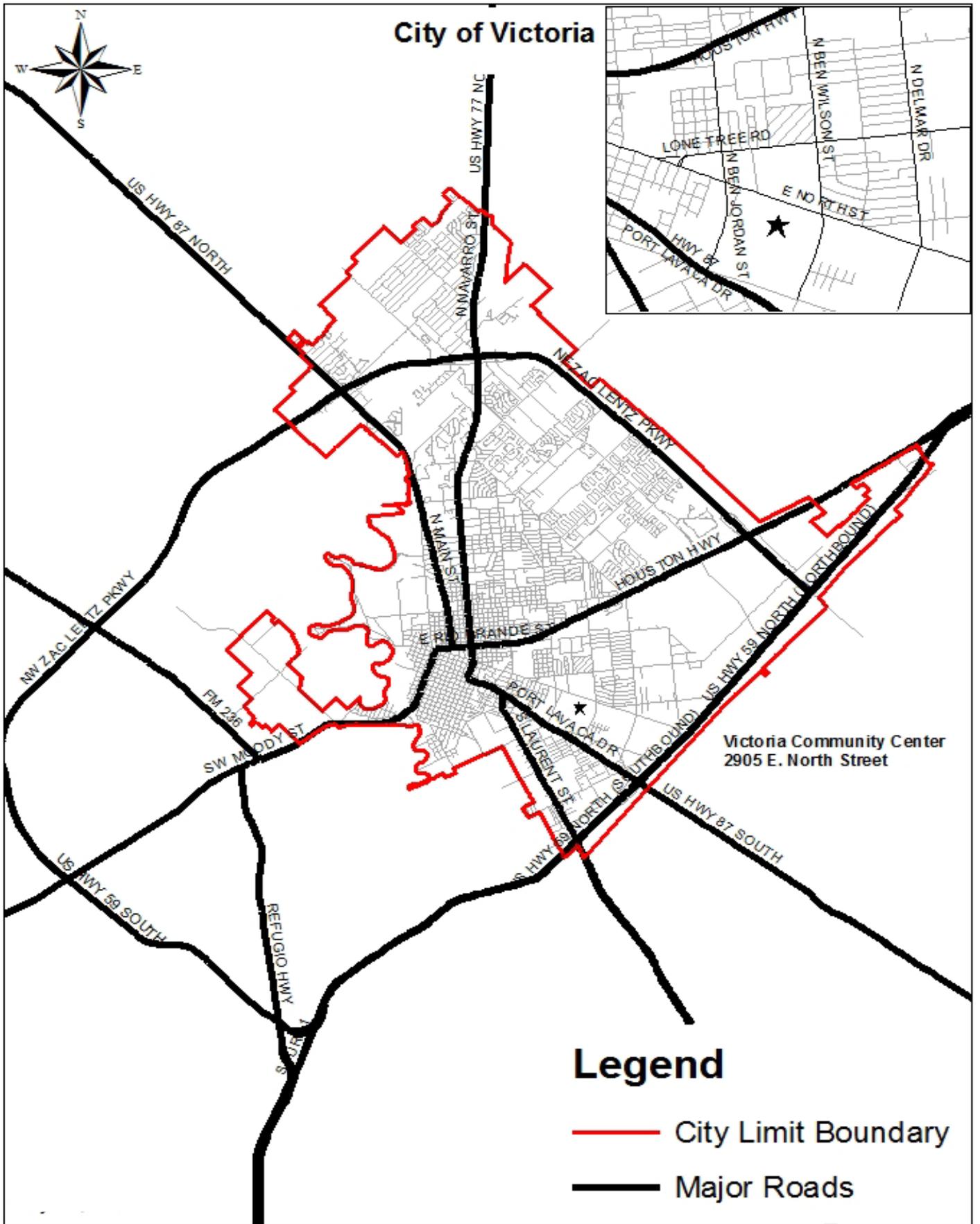
**ORDINANCE 2013-2014
ADOPTED January 2, 2013**

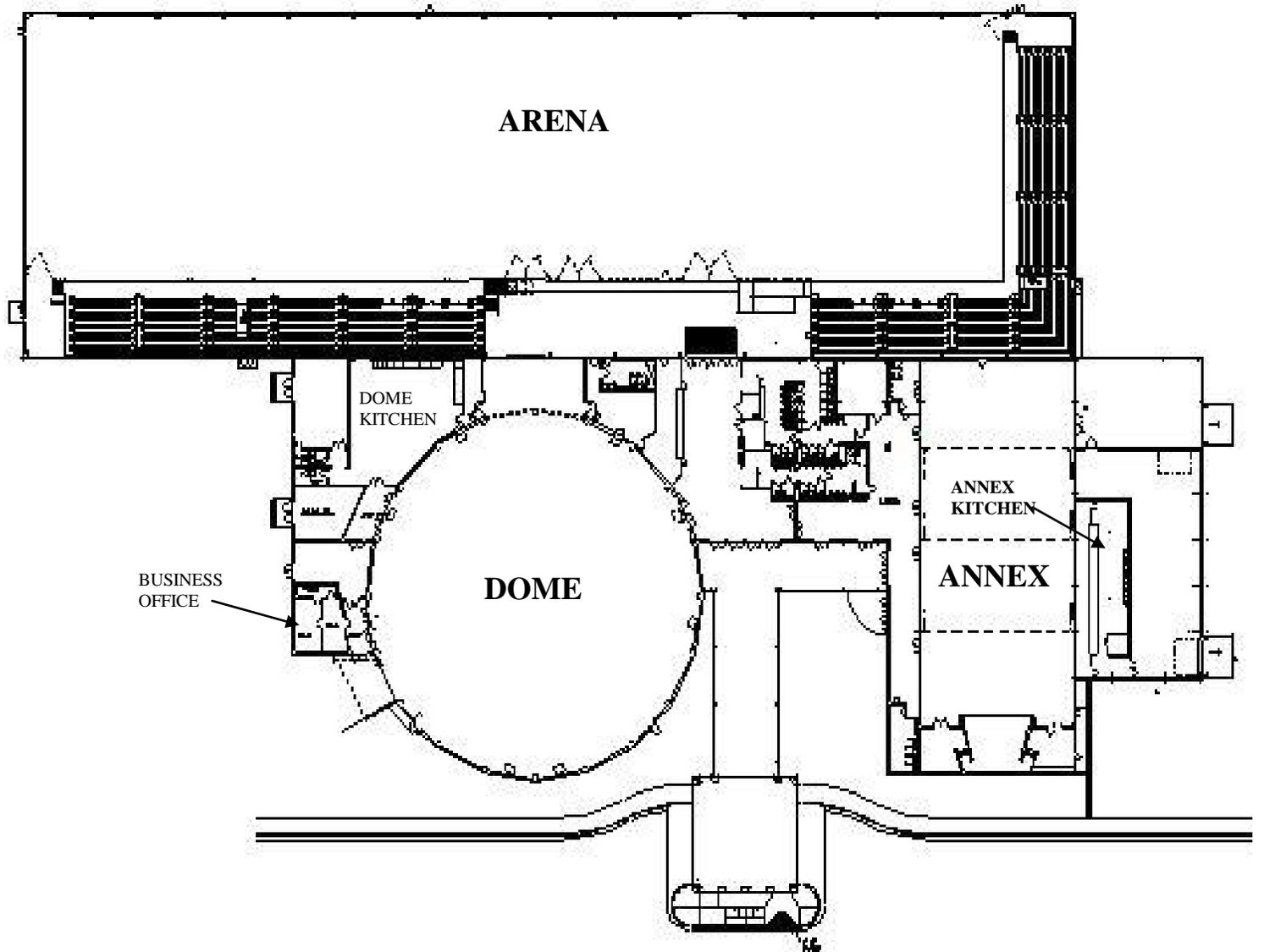
THE VICTORIA COMMUNITY CENTER

2905 E. North Street
P.O. BOX 1758
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SECTION 1: DEFINITIONS

- A. **The Victoria Community Center of the City of Victoria:** Hereinafter called the Community Center, means any hall, meeting room or other facility including grounds (includes all paved and unpaved areas) located at 2905 E. North St. and as shown on area maps (see pages 1 & 2) under the jurisdiction of the City of Victoria through it's Parks and Recreation Department.
- B. **Lease or Agreement:** As used herein means the written Rental Agreement, including the Release and Indemnification Agreement, issued to an applicant by the Director of the Victoria Parks and Recreation Department or authorized representative for use of the Community Center or any portion thereof under the authority and condition as herein provided, including any amendment or supplement to such an agreement.
- C. **Director or Authorized Representative:** As used herein means the Parks & Recreation Director or the Victoria Community Center Manager, Manager or Building Supervisor.
- D. **Lessee:** As used herein includes any person, association, public organization, partnership, company or corporation that is granted an agreement to use any part of the Community Center in accordance with these regulations. Person must be an adult (age 18). Minors must have a parent or guardian sign lease documents.

SECTION 2: AUTHORITY

These regulations and rental rates were adopted by action of the City Council of the City of Victoria. Violations of these regulations and rental rates or any portion thereof will be considered as violation of the Ordinance. Violations will be subject to penalties as detailed in the Ordinance or other appropriate City Code.

The City of Victoria reserves the right to change, alter, amend or cancel any or all of the rules and regulations or rental rates contained herein at any time.

SECTION 3: AUTHORITY

The Director of the Victoria Parks and Recreation Department:

- Shall have full responsibility for the operation of the Community Center and shall act on behalf of the City of Victoria.
- Shall be authorized to enter into agreements subject to the rental schedule contained in these regulations and subject to Sec. 2 (above).
- The Director or other duly authorized representative of the City of Victoria reserves the right to enter the Community Center and all parts thereof at all times.
- The Director or other duly authorized representative shall have the authority as ordered by the City of Victoria or other governing agency to cancel events at any time, with or without prior notice for or during emergency situations, public safety or public health concerns. The lessee further understands and agrees indemnity and exempts the City of Victoria from all loss or damage arising from cancellations due to any unforeseen circumstances such as but not limited to natural causes, disasters and acts of war.

SECTION 4: RENTALS AND RENTAL AGREEMENT

All rentals of Community Center facilities or grounds will require a signed Rental Agreement between the lessee and the City through its duly authorized representatives. No oral agreements for the use of the Community Center will be valid.

SECTION 5: RESERVATION INFORMATION

- A. Reservations will be taken on a first come/first served basis either by telephone, email or in person between the hours of 8 AM to 5 PM, Monday through Friday, and according to the time limits described herein, with the exception of official holidays.

Reservations may be requested one year in advance beginning at midnight on the 1st day of each month by voicemail at 361-485-3215 or by email at vcc@victoriatx.org. Voicemail and email requests will be processed in the order received and the customer will be contacted on the 1st business day of the month.

In-person requests are considered secondary to voicemail and email requests that were received at the office prior to the in-person request. However, should an email or voicemail arrive at the business office at the same time a person is making an in-person request, the in-person request will take precedence.

- B. The Community Center reservation request conflicts will be resolved by the Director or authorized representative.
- C. **Reservation Confirmation:** Reservations for the Community Center are considered confirmed only upon the receipt of a signed Rental Agreement in the Community Center Office accompanied by the 25% non-refundable down payment no later than three (3) business days following issuance (See Section 7 for information on rental fees and payments). If the signed Rental Agreement is not received by five (5) pm on the third business day following the date of issue, the reservation is automatically cancelled.
- D. **Reservation Time Limits and Conditions:** All Reservations are also subject to the following schedules:

(1) 25 MONTHS PRIOR TO EVENT:

Earliest possible time for reserving the Community Center for a qualified multi-day event. Reservation of the facilities for events which meet all the requirements of Item #2 below and in which the event itself (not including set-up, tear-down or clean-up time) lasts at least three (3) days, and which was held and lasted three (3) days in the previous year, may be made up to twenty five (25) months in advance of a date.

Twenty five (25) months shall be interpreted to mean all of the 25th calendar month prior to the day in which a leased event is to occur. (Example: On any July 1, the facility may be reserved by a qualified 3-day event for any date through the month of August, twenty five (25) months hence.)

(2) 24 MONTHS PRIOR TO EVENT:

Earliest possible time for reserving the Community Center for all customers who have held an event with the Community Center for at least 10 consecutive years. Reservation of the Community Center may be made up to twenty four (24) months in advance of a date. Twenty-four months shall be interpreted to mean all of the 24th calendar month prior to the day on which a leased event is to occur.

Example: On any August 1, the facilities may be reserved for any date through the month of August, twenty four months hence.

(3) 12 MONTHS PRIOR TO EVENT:

Earliest possible time for reserving the Community Center for customers other than those who meet the above requirements. Reservation of the Community Center may be made up to twelve (12) months in advance of a date. Twelve months shall be interpreted to mean all of the 12th calendar month prior to the day on which a leased event is to occur.

Example: On any August 1, the facilities may be reserved for any date through the month of August, twelve months hence.

(4) FOURTEEN DAYS PRIOR TO EVENT:

No reservations may be made later than fourteen (14) days prior to the requested date without approval.

- E. Reservation of the entire Community Center facilities (including grounds) for multi-day functions or events will be eligible to charge admission fees (set by the lessee) for access to the parking areas with prior approval of the Director.
- F. **Cancellation Terms and Conditions:** Cancellation of any event, facility or portion thereof will result in forfeiture of the non-refundable 25% down-payment.

SECTION 6: RENTAL HOURS

- A. Regular rental hours are 8:00 am until midnight. Setup/tear down hours are from 8:00 am until 8:00 pm of the same day. Early entry rental is available for up to 3 hours prior to 8:00 AM at the hourly rate.
- B. Lessee, bands, caterers and all occupants must vacate the facilities no later than midnight (8:00 pm for setup/teardown days). Failure to do so will result in a late stay charge being assessed. This Late Fee is not to be considered a rental fee for event time after midnight (8:00 pm for setup/teardown days).
- C. An applicant that intends to lease the facilities for overnight security purposes must make application for this usage as part of the original lease application. Overnight rental will be allowed for security purposes only.
- D. A customer's responsible representative shall remain on premises during the event and until everyone has vacated the building (including bands, caterers, decorators, vendors, guests, etc.).

SECTION 7: FEES AND PAYMENTS

- A. **Deposits:** All required deposits are included in the rental agreement total. Refunds of deposits will be made minus deductions for cleaning, damages, early event time, early entry, late stay time, accessory items, storage and any other usage fees in conjunction with the event but not included on the agreement. Customers are responsible for cost of repairs for any damage occurring in conjunction with their event(s). Additional fees, determined by the Manager, will be invoiced if in excess of the deposit paid and will be due upon receipt.
- B. **ATM:** The Victoria Community Center has an exclusive contract for any and all ATM services used on said property. ATM services shall be free of charge to the lessee. A request must be submitted to the VCC Business Office as early as possible to assure availability. Lessee may not cover or block ATM machine(s).
- C. **Portable Stage rental and Arena Watering:** Must be scheduled at least seven (7) days prior to event for availability on day of setup. Arena disking/packing is not available. Customers may reserve time and perform disking or packing by own means with Victoria Community Center Manager approval.
- D. **Marquee Rental:** Available for usage by VCC Customers only for \$40 per event. Customers having public or commercial events may rent additional announcement days not to exceed 14 days at the rate of \$15 per day as long as it does not conflict with any other scheduled event's usage of the Marquee. All Rental Fee(s) shall be paid prior to message being displayed on the Marquee and according to City Ordinance.
- E. **Recreational Vehicles Parking Fee:** Electricity provided. No other utilities are available. Recreational vehicles must be completely self-contained and be associated with a current event.
- F. **Storage Fee:** Assessed to the lessee for any materials and/or equipment on premises prior to or after the lease terminates.
- G. **Payments:** Payments are accepted in the form of Personal or Corporate Check, Money Order, Credit Card (MasterCard, Discover, or Visa) or Cash. Personal checks are accepted only from the Lessee's personal account and only up to 60 days prior to the first day leased as stated on the Rental agreement. Third party checks are not an acceptable means of payment. All monies paid are non-transferable to another person, company, organization, etc.
- H. **Down Payment:** A minimum 25% of the rental fee is required as a non-refundable down payment 3 days following issuance of the rental agreement.
- I. **Balance of Rental Agreement Fees:** All rental agreement fees are due 60 days prior to the first day of the event. If balance is not paid by the 60-day due date, the rental agreement and reservation will be automatically canceled.

Rental agreements issued for events within 60 days of the first day of the event must be paid in full three (3) business days following the date of issuance. Personal checks will not be accepted if payment is within the 60-day limit.

- J. **Returned Checks/Insufficient Funds:** Any check returned for any reason non-paid from the bank will result in a \$30.00 handling fee. Checks must be picked up and paid for by Money Order, Credit

Card (Master Card, Discover or Visa) or Cash. Such occurrences will result in future rental payments being accepted only by Money Order, Credit Card (Master Card, Discover or Visa) or Cash.

- K. **Rental of the Annex or ½ Annex:** Rental of the Annex or ½ Annex includes the Annex Kitchen. Kitchen rental is not optional if the space has not already been rented for the determined date. However, availability of the kitchen is first come first serve. If the kitchen is not available, the Director or authorized representative will reduce the rental rate of the ½ Annex by \$100.00.

SECTION 8: PARKING AND DELIVERIES

The Lessee is responsible for informing guests, caterers, suppliers, decorators, etc. of parking regulations. The Front Portico Entrance is for the arrival and departure of customers and their guests during scheduled events. Parking of vehicles is not allowed on any part or portion of the Portico Walkway or in any landscaped area.

Delivery of supplies and decorations, catered meals, bands and all other supplies and materials are accepted **ONLY** at entrances in designated rental space. Do not leave vehicles parked at delivery entrances for extended periods. Deliver items and relocate vehicle to the parking lot.

SECTION 9: POLICE SECURITY

The Victoria Police Department is the security authority for the Community Center. The Lessee is responsible for contacting the Police Department and for providing and paying for police security. It is a condition of rental that Lessee contact the **Victoria Police Department** at 361-485-3720 at least fourteen (14) days in advance for a determination of security requirements and completion of the Police Security and Fire Marshal Confirmation Form.

Please consult with the Victoria Police Department for the current rate of pay for Officers.

If an event is canceled regardless of cause it is the lessees responsibility to contact the Police Dept. to prevent a minimum two (2) hour charge.

Failure to arrange for Police Security at least fourteen (14) days prior to the event will constitute grounds for cancellation of an event.

Police Officer(s) shall be on duty during your event, as long as they deem necessary. Police security is required when attendance causes concern for public safety or whenever alcohol is being consumed. No alcohol may be consumed on premises until Police Security is on duty. The Victoria Police Department is responsible for the number of officers it has present and may choose to increase the number of officers for any event due to security concerns at any time. All additional officers will be at the expense of the lessee at the current rate per hour.

If your Officer does not arrive at the scheduled time, please call the Patrol Supervisor at 572-6854 or Dispatch Non-Emergency at 573-3221.

In addition, due to periodic policy and/or ordinance changes, customers are advised to call for current information.

SECTION 10: FIRE MARSHAL SECURITY

City of Victoria Fire Code shall be enforced at all events by the Victoria Fire Marshal personnel; applicable policies included in Section 9: Police Security, shall also apply to Fire Security.

A. **Security/Fire Marshal form:** The lessee is responsible for providing and paying for Fire Security. It is a condition of rental that the Lessee contact the Fire Marshal at least fourteen (14) days in advance at 361-485-3460 for determination of fire security requirements. Failure to do so will be grounds to terminate the event.

B. **Vehicles inside building:**

Batteries: Must be disconnected per Fire Marshal instructions.

Fuel: Lessee shall not store any motor fuel in the Community Center. Fuel tanks, boats, vehicles, or equipment on display will be secured in accordance with instructions by the Fire Marshal.

C. **Exits:** Regular exit doors, emergency doors, lobbies, corridors, walkways and fire extinguishers shall not be blocked. Emergency exit doors shall be used for emergencies only.

D. **Fire Lanes:** An accessible fire lane shall be maintained to all fire hydrants. All marked fire lanes will be kept open at all times.

E. **Electrical Conduits:** Nothing shall be attached by Lessee to electrical conduits. Any event needing electrical tie-in requires approval of management and a licensed electrician. Scheduling and cost is the responsibility of the customer.

F. **Cooking:** Cooking is allowed only in the Dome Kitchen or Annex Kitchen.

Exceptions: If cooking is to be conducted in any area other than the Dome Kitchen or Annex Kitchen, the lessee will be responsible for providing and paying for Fire Security. In addition to Fire Security, only approved portable cooking equipment may be used. The heating only of food will not require the attendance of Fire Security but will require inspection of equipment prior to use to ensure safe operation. Approved Cooking Equipment: LP-gas fueled cooking appliances must meet the requirements of NFPA 58.

Candles shall be permitted to be used on food service tables if securely supported on substantial non-combustible bases located so as to avoid danger of ignition of combustible materials and only if approved by the authority having jurisdiction. (See Section 11: Setups and Decorations)

G. **Building Capacities:** Building Capacities of all facilities are posted in the buildings and will be enforced by the Fire Marshal at all events. It is the Lessee's responsibility to conform to these capacity ratings.

SECTION 11: SETUPS AND DECORATIONS

A. **Setup Diagrams:** Lessee will be contacted by the Community Center three (3) weeks prior to the event to schedule an appointment to discuss any desired changes and perform diagram arrangement. If the Lessee is unavailable, then a suitable arrangement will be chosen by the Director or authorized representative and will be set up prior to arrival of the Lessee. Once setup is completed by VCC staff per the submitted diagram any changes will be the responsibility of the Lessee. Any

large scale setup changes performed by the VCC staff will result in an additional setup fee. Any changes requested by guests, decorator staff or any other person and which differ from the originally submitted setup design shall be the responsibility of the lessee.

The Lessee may be required to furnish in writing any information requested by the Director or his/her designee to determine which facilities, arrangements, special services and/or equipment might be necessary to the staging and proper management of any event. Lessee must furnish drawings for exhibitions or conventions as to location and dimensions of exhibit booths and equipment indicating utility requirements. These requirements must be approved by the Director or authorized representative.

- B. **Accessory Items, Equipment, Tables and Chairs:** Tables and chairs and all other Victoria Community Center equipment are for exclusive use of the Lessee within the Community Center facility and may not be sublet, with or without a fee, by the Lessee to vendors, customers or any other person or entity.
- C. **Decorating:** Decorating is the responsibility of the Lessee.

Customers should check with VCC staff for clarification of decorating policies.

Decorations may be freestanding or suspended from existing decorating system or hung from the ceiling with prior manager approval.

Drapery: Customers planning to drape the dome or annex as part of their decorations are required to lease the previous day as an additional Setup Day or allow time on event day after 8 A.M. prior to table/chair setup. Community Center Staff will not be responsible for hanging drapery. Customers must contract with outside decorators, etc for drapery hanging, lift rentals, etc. Lift operating must be performed by a licensed operator.

Vehicle tires must be placed on cardboard or like product to protect the floor surface.

Prohibited Items:

- Confetti, confetti eggs (including table scatter)
- Glitter
- Tape (exceptions are painters tape, non-residue tape)
- Pins
- Nails
- Tacks
- Staples
- Dance Wax
- Oil candles
- Tiki lanterns
- Torches
- Car polish/wax (like products)
- Armour-all (like products)

Any violation of the above mentioned prohibited items may constitute excessive cleaning fees to be subtracted from deposit.

D. **Cleaning Requirements:**

Dome/Annex/Arena/Grounds: Lessee must clean up any and all trash, litter or decorations from tables, chairs, floors, walls and all other surfaces and remove all equipment and other items within the contract lease period.

Concession Stand/Kitchens: Lessee is responsible for cleaning of facility to pre-event condition within the contract lease period. (i.e. clean counter tops and appliances and dispose of all trash from area into available receptacles).

Additional fees may be charged for time used by customer for cleaning after 12AM. Excessive cleaning required by staff may result in an additional fee of \$15.00 per staff member per hour. Storage of items left on premises may also result in an assessment of storage fees.

E. **Concession Setups:** Concession and/or Refreshment Stations, including but not limited to sale or distribution of soft drinks, beer kegs and other alcoholic beverage stations, require rental and usage of the Concession Stand located in the Main Lobby or the Dome or Annex Kitchens. Anyone offering beverages not from the concession stand must provide a self-contained, leak-proof system of delivering the refreshment. If the containers leak liquid creating an unsafe environment, the VCC staff will provide methods of controlling the liquid at a fee of \$50 per site/use. This cost will be taken from the security deposit.

F. **Outside Events:** Customer must Contact the appropriate agency/departments as noted in Section 12. Outdoor concerts require Manager approval prior to issuance of Rental agreement.

Customers renting the Grounds area for events, such as, but not limited to Concerts, Circuses or Carnivals must make the following arrangements:

- Rental of Portable Toilet facilities for use by their patrons.
- Any event with animal acts or displays must rent dumpsters for disposal of animal wastes and contact the City of Victoria Water office for hydrant activation for animal water supply.
- Rental of Diesel Generator Light Plants for safety and security purposes.

Outside events may not erect sound stages inside the arena, or in such a way that the amplified music interferes with inside events.

SECTION 12: PERMITS AND LICENSES

It is the responsibility of the Lessee to obtain all licenses and permits to carry out their event.

Lessees are required to contact Texas Alcoholic Beverage Commission (TABC) to obtain the necessary license or permit to sell alcohol. A copy of the license or permit from TABC shall be furnished to the Victoria Community Center Office ten (10) days prior to the event.

Tents and other Temporary Structures: Contact the appropriate City of Victoria Departments for Permits and Inspections (Example: Building Inspections, Police and Fire Departments, City Secretary Office, Health Department).

SECTION 13: INSURANCE

Events that are open to the public and charging admission for profit will be required to provide proof of insurance meeting the following requirements listed below. Any other events may also be required to obtain such policies if deemed necessary by the Director.

- A. Insurance issued by companies authorized to do business in the State of Texas. The Insurance policy shall contain an endorsement providing Contractual Liability coverage to insure the liability assumed herein.
- B. Lessee must provide Certificates of Insurance naming the City of Victoria as an additional insured on Comprehensive General Liability - (Including spectator liability) providing the following limits:
 - 1. Combined single limit policy form (Bodily Injury and Property Damage limits combined) of \$300,000.00 per occurrence, or...
 - 2. Bodily Injury Liability - \$300,000.00 per occurrence Property Damage Liability - \$100,000.00 per occurrence.

SECTION 14: LIABILITY FOR PROPERTY

Neither the City of Victoria, nor its employees shall be liable for any loss, damage or injury to property of any kind that is shipped or otherwise delivered to or stored in or on the premises. Property shall not be received until Lessee has made proper arrangements for receiving, handling, and storage of such materials with the Victoria Community Center Management and all applicable storage fees will apply

The City assumes no responsibility for losses of any property and shall not be held responsible for property left on the premises. Articles that remain on the Community Center premises for 30 days shall be deemed abandoned by the Lessee and may be disposed of by the Director or authorized representative.

SECTION 15: ADVERTISING OF EVENTS

- A. All advertising, displays, tickets, etc. shall be upon approval of the Director or authorized representative.

Any and all tickets for paid attractions must be approved prior to release and must clearly state total admission prices. Furthermore, the Lessee shall not announce events at the Community Center until agreement have been confirmed (see Section 5C for explanation).

- B. ALL Commercial Vehicles are to park in the West Parking Lot only. Any advertising not directly related to the event and or deemed excessive by the Director or authorized representative will be relocated to a satisfactory area of the grounds or be removed.
- C. The Community Center reserves the right to display notices of future events. Lessee must submit any promotional material at least one week prior to the date of any event for it to be included in any display.
- D. Signs may only be posted on Bulletin Boards provided for such use within the Community Center. All such advertisements must relate to the event to be held on the premises.

The hanging of pictures, banners or other items from moldings or elsewhere must have approval prior to being hung.

The Lessee shall not distribute or circulate or permit to be circulated any advertising matter or programs at the entrance to any part of the premises that does not pertain completely to the immediate event. Such material must have prior approval. At no time shall any such advertising matter be distributed or circulated on parking facilities or walkways adjacent to the facility.

SECTION 16: OBSERVANCE OF LAWS AND REGULATIONS

The Lessee shall comply with all city, county, state and federal laws, and with regulations pertaining to the Victoria Community Center. The Lessee is responsible for informing guests, caterers, suppliers, decorators, etc. of the Victoria Community Center rules and regulations. A violation of any Law or Regulation by the Lessee or their agents, guests or employees may result in cancellation of the Lease and/or discontinuation of use of the facility.

SECTION 17: OBJECTIONABLE CONDUCT

The Victoria Community Center is a tobacco-free environment. No smoking or usage of tobacco products is allowed inside the facility.

Any person at the Community Center whose conduct is disorderly or disruptive, may be ejected from the premises by the Director or authorized representative or any police officer.

Any incident causing a Victoria Community Center employee injury or causing a public safety issue will result in the event being canceled. All persons attending such event will be instructed to leave the premises immediately. The Lessee or the event at which any such ejection occurs shall hold harmless, indemnify and defend the City, its officers, agents and employees against any claim related to any such ejection.

SECTION 18: OBSTRUCTION OF ACCESS

No portions of the sidewalks, entries, plaza walkways, passageways, doors, aisles, vestibules or other ways of access to the public utilities of the premises shall be permitted to be obstructed, nor shall any windows, ventilators or lighting fixtures be obstructed.

SECTION 19: SOLICITATIONS

No Lessee shall solicit or collect donations at the Community Center without the approval of the Director or authorized representative.

SECTION 20: COPYRIGHT INFRINGEMENT

The Lessee must accept all responsibility for, and hold harmless, indemnify and defend the City of Victoria, from any liability or expense arising out of the use of any compositions of members of the American Society of Composers, Authors and Publishers, or any other copyright owner, that shall be performed in connection with any use of the Community Center whether amplified, televised or otherwise not in the form of a mechanical recording or personal rendition, unless the sponsor of the program has first paid any fee required; and the Lessee shall provide satisfactory evidence of such payment to the Director prior to such program.

SECTION 21: CONVENTIONS

- A. The Director may negotiate to lease any of the Community Center facilities to any corporation, association, organization, club or society during an International, National, State, or Regional seminar or meeting session thereof; or, which is a Convention of Record as recorded by or in the files of the International Association of Convention Bureaus, or with the Texas State Association of Convention Bureaus.
- B. The Director reserves the right to waive reservations regulations contained in Section 5 in order to negotiate a lease as defined in Part (A) above.
- C. The Director shall have the ability to negotiate with such parties to come to Victoria and to waive all cost for out of town conventions if they stay in Victoria Hotels/Motels at least 2 nights and have at least 200 people in the Convention.

SECTION 22: BASIC SERVICE

- A. The Victoria Community Center's rental includes the following services:
 - Electricity/Lights/Water
 - Janitorial services
 - Heat and/or air conditioning
 - Table/chair setups
- B. Failure to furnish any of the services as noted in Subsection A above resulting from circumstances beyond the control of the Community Center will not be considered a breach of contract by the City.