MUNICIPAL MUSEUMS
RENTAL PROGRAM BOOKLET

It is understood and agreed by the Lessee that this booklet, which includes Sections 1 – 38, is in fact a part of the contract between the Lessee and the Lessor. The Lessee is charged with the responsibility of knowing and abiding by the policies and procedures contained herein.

Acknowledged and Received:

_____

Signature of Lessee

_____

Date

This top page should be signed by the Lessee and returned attached to the signed Rental Contracts.

RENTAL PROGRAM BOOKLET
MUNICIPAL MUSEUMS

BUDDY HOLLY CENTER & MEADOWS COURTYARD
1801 Crickets Ave.
Lubbock, TX 79401
(806) 775-3560

BUDDY & MARIA ELENA HOLLY PLAZA
1824 Crickets Ave.
Lubbock, TX 79401
(806) 775-3560

SILENT WINGS MUSEUM & PATRIOT PLAZA
6202 N I-27
Lubbock, TX 79403
(806) 775-2047

It is understood and agreed by the Lessee that this booklet, which includes Sections 1-38, is in fact a part of the contract between the Lessee and the Lessor. The Lessee is charged with the responsibility of knowing and abiding by the policies and procedures contained herein.

TABLE OF CONTENTS

SECTION	TOPIC	PAGE #
1	Definitions	1
2	Authority	1
3	Lease or Rental Agreement	2
4	Booking Policy	2
5	Conventions	3
6	Rehearsals and Move-In/Outs	3
7	Reletting and Sub-Leasing	3
8	Payment of Fees	3
9	Authorized Refunds	4
10	Insurance Requirements	4
11	Liability for Lessee's Property	5
12	Ticketing Procedures	5
13	Advertising of Events	5
14	Broadcast or Telecast	5
15	Crowd Control and Security Personnel	6
16	Concessions and Catering	6
17	First Aid Services	6
18	Machinery, Flammable Liquids, and Electricity	6
19	Obstruction of Doors, Passageways, Corridors or Lobbies	7
20	Equipment Usage	7
21	Signs, Posters, Literature, Decorations	8
22	Animals in the Building	9
23	Display Advertising Rights in Facility	9
24	Alterations of Leased Premises	9
25	Abandoned Equipment or Property	9
26	Observance of Laws and Regulations	9
27	Permits and Licenses	9
28	Public Address Announcements	10
29	Parking	10
30	Facility Capacity	10
31	Non-Discrimination	11
32	Objectionable Conduct	11
33	Photographers	11
34	Copyright Infringement	11
35	Solicitations	11
36	Right to Alter Policies and Procedures and Rental Rates	12
37	Facility Smoking Policy	12
38	Rental Rates and Services	12

SECTION 1 - Definitions

The Municipal Museums of the City of Lubbock and County of Lubbock, Texas hereinafter called Facility, means any area designated in or outside of the Buddy Holly Center or Silent Wings Museum and the Buddy & Maria Elena Holly Plaza under the jurisdiction of the City of Lubbock.

(a) Lease as used herein means the written contract issued to an applicant by the Director of the Facility under the authority and condition as herein provided, including any amendment or supplement to such a contract.

(b) Lessee as used herein includes any person, association, public organization, partnership, business trust, company or corporation that contracts to use any part of the Facility in accordance with the provisions of these regulations.

(c) Non-Commercial/Non-Profit Events - A non-commercial or non-profit event is a function sponsored by any of the following categories when the majority of the net proceeds are bestowed on or retained by the sponsoring organization. Organizations claiming non-profit status must present proof of their non-profit status as issued by the Internal Revenue Service prior to contracts being executed. Examples:

1. Local non-profit chartered civic organizations.
2. Local non-profit fraternal organizations.
3. Local governmental organizations.
4. Local non-profit educational organizations.
5. Local non-profit religious organizations.
6. Local chartered charitable organizations.
7. Local organizations qualifying under section 501 of the Internal Revenue Service Code.

(d) Gross receipts as used in these regulations shall mean income from sales minus excise taxes or sales taxes levied by the City, County, State or Federal Government. Any deductions from the gross receipts shall be substantiated by submission of a statement of such deductions.

(e) Concessions as used herein shall mean the use and occupancy of any part of the Facility for the sale or dispensing of programs, records, periodicals, books, magazines, newspapers, soft drinks, alcoholic beverages, flowers, candies, food, novelties or related merchandise and souvenirs.

SECTION 2 – Authority

The Managing Director of Cultural Facilities & Special Events, as referred to in these regulations, shall have full responsibility for the operation of the Facility and shall act on behalf of the City of Lubbock in all matters pertaining to the Facility. The Director shall be authorized to enter into rental contracts subject to the prevailing rental rates. The right is reserved by the Director or other duly authorized representatives of the Facility to enter the Facility and all parts thereof at all times. The Director shall approve any deletions, additions, or modification to the standard rental contract for the City of Lubbock facilities with the approval of the City Attorney.

SECTION 3 - Lease or Rental Agreement

All rental contracts shall be in written form and executed by the City of Lubbock. No oral agreement for the use of the Buddy Holly Center/Meadows Courtyard, Buddy and Maria Elena Holly Plaza, or Silent Wings Museum/Patriot Plaza will be valid.

Basic rental rates for actual event days/performances include available heat and/or cooling, available lighting and water, and normal janitorial cleaning services. However, failure to furnish any of the foregoing utilities or services resulting from circumstances beyond the control of the Facility shall not be considered a breach of contract. Additional charges will be assessed for extraordinary or overnight utility usage. Pre-event and post-event charges are covered under Section 6.

The Lessee may be required to furnish in writing any information requested by the Director to determine which facilities, arrangements, and special services and/or equipment might be necessary to the staging and proper management of their event. At no time, can tables, chairs, or any other set-up created by an event block entrances and/or exits. There must be at least an 8-foot clearance between an entrance/exit and any set-up. Should the Municipal Museum staff determine that any portion of an event setup is in violation of proper fire and safety code restrictions, Lessee will correct the violation immediately. The City of Lubbock Fire Marshall must approve any exception.

Due to staff scheduling requirements, the Lessee must adhere to scheduled in and out times or an overtime fee will be charged. (See Section 38 for charges.)

The Lessee will appoint one (1) individual to coordinate all activities and setup information with the Facility Staff.

Plaza: Occasionally, a special event hosted in the Buddy & Maria Elena Holly Plaza may require Parks and Recreation Board and City Council approval. This process could take from four to six weeks. The Parks Board meets on the last Tuesday of each month (no meetings in July or December). Deadline to be placed on the Parks board agenda is two weeks prior to the meeting date. Upon recommendation by the Parks and Recreation Board, the item would then be placed on the next available City Council meeting for approval.

SECTION 4 - Booking Policy

The Director may deny rental of any of the Facility if, in his/her judgment, a booking conflict appears imminent. A three (3) day protection period between similar events will be exercised at the discretion of the Director. The Director reserves the right to increase the number of protection days between similar events. This is in accordance with the usual procedures of public assembly facilities management concerning adequate protection or unfair competition between similar events.

Tentative Dates will be held until a contract is issued or a request by another party has been received. A contract must then be signed and deposit made or the date/dates will be released. However, should a second request be received for tentative dates, a contract must be signed and the required deposit made within forty-eight (48) hours of notification or the date/dates will be released. When possible, a contract should be issued at least 90 days prior to the event.

SECTION 5 – Conventions

Convention as used herein is determined by Visit Lubbock and the City of Lubbock and must include a minimum of 250 total room nights for the event. The Lubbock Convention and Visitors Bureau may negotiate to lease the Facility to any corporation, association, club, or society during any international, national, state, or regional seminar or meeting session thereof, which is a convention of record. Where any special service or equipment is required, the convention shall pay the costs associated with same. The scheduling of conventions by the Lubbock Convention and Visitors Bureau shall receive high priority at the Municipal Museums.

SECTION 6 - Rehearsals and Move-Ins/Outs

Museums: The rates listed herein entitle a Lessee to use the space specified in the rental contract for rehearsal and/or move-in purposes of up to two consecutive hours prior to the event without additional cost. The hours shall be approved by the Director and shall be subject to cancellation by the Director upon 24 hours notice to the Lessee. The rehearsal and/or move-in time period must not hinder normal business activities of the Facility. The Facility will not be closed to the public during the rehearsal and/or move-in time.

Plaza: The rates listed herein entitle a Lessee to use the space specified in the rental contract for rehearsal and/or move-in purposes of up to eight consecutive hours prior to the event without additional cost. The hours shall be approved by the Director and shall be subject to cancellation by the Director upon 24 hours notice to the Lessee. The Plaza will not be closed to the public during the hours of 8am-5pm.

SECTION 7 - Reletting and Sub-Leasing

If the City of Lubbock relets the Municipal Museums because of Lessee's fraud or misrepresentation, no refund will be due such Lessee. No Lessee shall assign any lease without approval of the Director of Municipal Museums.

SECTION 8 - Payment of Fees

The rental deposit shall be paid upon execution of the contract. The entire rental fee is required on the day of the event. Fees for any special services and equipment needs will be paid with the rental fees. The Director must approve any exception. The Director, if deemed necessary, may request that full rental and other fees be paid in advance for use of any facilities. In the event of cancellation by the Lessee, without the written approval of the Director, all moneys previously paid by the Lessee as a deposit or a rental will become property of the City of Lubbock and will not be refunded. All rental fees will be paid in lawful money of the United States by cash, certified check, money order, or personal check.

Payment of all Federal, State, County, or City taxes and licenses in connection with any attraction shall be the responsibility of the Lessee. The Director may, on occasions, for the protection of the Municipal Museums collect all such taxes and directly pay them over to the proper Federal, State, or other government units.

Deposits are due upon execution of contract for the Buddy Holly Center, Silent Wings Museum, and/or the Buddy & Maria Elena Holly Plaza. If the event is canceled less than 3 days (72 hours) in advance of event date(s), the deposit will be retained by the City of Lubbock. The Director may be contacted regarding lost deposit fees, extenuating circumstances will be taken into consideration. However, written documentation explaining the circumstances will be required.

SECTION 9 - Authorized Refunds

Refund of advance rental deposit may be authorized where:

(A) Lessee gives written notice of cancellation at least three days (72 hours) prior to the date reserved.

(B) Where the event is otherwise canceled at the request of the Director of Municipal Museums and with the consent of the Lessee.

(C) In the case of inclement weather causing the cancellation of the event.

SECTION 10 - Insurance Requirements

The Lessee is required, at its sole cost and expense, to secure and maintain during the term of this contract, public liability with property damage liability and contractual coverage insurance against losses or claims relating to or arising out of the holding or presentation of the Event and any use or occupancy of the Facility by the Lessee and its agents, contractors and employees. Companies authorized to do business in the State of Texas must issue insurance policy. **Said Lessee must also provide certificates of insurance (liability) naming the City of Lubbock as an additional insured on a primary basis.** The certificate of insurance provided to the Facility should include the following information and limits:

A. Name of your Insurance Company/Name and Telephone Number of contact person.
B. Your Name/Company Name and Address as the Insured
C. Minimum Policy Limits as follows:

General Liability:

General Aggregate	$1,000,000
Products	$1,000,000
Personal & Adv Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage	$ 50,000
Medical Expense	$ 5,000

D. Description of Operations/Locations/Restrictions/Special Items
Name of Event, Date of Event, Exact Location of Event (Facility)
Additional Insured: City of Lubbock

E. Certificate Holder:

City of Lubbock
c/o Buddy Holly Center
1801 Crickets Avenue
Lubbock, TX 79401

or

City of Lubbock
c/o Silent Wings Museum
6202 N I-27
Lubbock, TX 79403

City of Lubbock
c/o Buddy & Maria Elena Holly Plaza
1824 Crickets Avenue
Lubbock, TX 79401

The insurance policies shall contain an endorsement providing contractual liability coverage to insure the liability assumed herein. The Director will be notified by the Lessee of any exclusion to the insurance

policy provided for the event contracted. The Director will be provided with a certificate evidencing all such insurance as specified herein and any other insurance, which the Director may require. The certificate shall be submitted with the signed contract, unless otherwise approved by the Director, but no less than two (2) weeks prior to the event.

The City of Lubbock Risk Management Coordinator may, at his/her discretion, increase or decrease the amount of insurance coverage required for specific events.

Insurance for your event may be purchased through the City of Lubbock. The website to purchase insurance for your event is https://www.ebi-ins.com/tulip/ and will require credit card payment.
Facility codes are listed below:

Buddy Holly Center & Meadows Courtyard	2879-005
Buddy & Maria Elena Holly Plaza	2879-006
Silent Wings Museum & Patriot Plaza	2879-007

Copies must be provided of the endorsement for additional insured for general liability (gl) and auto and the endorsement for waiver of subrogation for g/l, auto and workers compensation.

SECTION 11 - Liability for Lessee's Property

Neither the City of Lubbock nor their employees shall be liable for any loss, damage, or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the premises. Due to limited storage space in the Facility, Lessees must first obtain permission from the Director prior to shipping small quantities of property/merchandise to the Facility. It is the responsibility of the Lessee, when using a Decorator, to insure that vendors send their shipments directly to the Decorator. Failure to do so may result in Facility assessing an appropriate storage/handling fee to the Lessee.

SECTION 12 - Ticket Procedures

Tickets to all events for which there is an admission charge shall be sold through the Select-a-Seat computerized ticketing system, which is operated by Civic Lubbock, Inc. Civic Lubbock, Inc. has been granted the license for all ticketing operations within the Municipal Museums' facilities. The Director may, at his/her discretion, authorize non-profit organizations to handle their own ticket sales. These organizations will be required, however, to furnish the facility with a ticket manifest showing the number of tickets printed and a record of attendance at the conclusion of their event. All events where admission is charged at the door will be required to give the Facility an attendance count. At no time shall the number of tickets sold exceed capacity. It is also the Lessee's responsibility to insure that attendance does not exceed capacity when no admission is charged.

SECTION 13 - Advertising of Events

The Lessee shall not announce events scheduled at the Facility until contracts and deposits have been properly approved and executed by the Director.

SECTION 14 - Broadcast or Telecast

It will be the responsibility of the Lessee to inform the Director when telecasts or broadcasts will be conducted in conjunction with the contracted event at the Facility. The Director shall have the authority

to negotiate charges for these events. It will be the responsibility of the Lessee to insure that Lubbock, Texas, or the name of the Facility is mentioned during the telecast, broadcast or filming of the event. No filming is permitted inside the Buddy Holly Center, Buddy Holly Gallery.

SECTION 15 - Crowd Control and Security Personnel

Lessees are responsible for the security of all areas utilized and covered under their contract. It shall be the responsibility of the Director to determine the number of crowd control and/or security personnel required for each event. It shall be the responsibility of the Lessee to pay for the crowd control and security personnel. Security shall be required at any event where alcoholic beverages are served. Lessee shall coordinate all security with the Director or designated representative. Security fee is $35.00 per hour with a three hour minimum per security guard. Typically, one guard per 100 people is required, with an additional guard per 100 people if alcohol is served. Payment for security is due the day of the event.

SECTION 16 – Concessions and Catering

Concessions: The Facility reserves and retains the sole right to conduct and/or control either directly, or through separate contracted vendors, all catering and concessions including but not limited to the items listed and defined in Section 1 under "Definition, Concessions." The sale or dispensing of any items must first have prior approval and is subject to a 25% fee (gross sales, after taxes) payable to the City of Lubbock at the conclusion of the event.

All sales requiring the payment of additional fees and/or percentages of sales shall require the Lessee to certify the amount of said sales in writing. Said fees and/or percentages shall be paid at the closing of the event unless otherwise approved by the Director.

It is the Lessee's responsibility to insure that no food or beverages are brought into the facilities unless prior approval is obtained from Management.

Catering: The Director must approve Caterers. Only those caterers on the Facility's approved list of caterers will be eligible to cater on the premises. This facility is a tax supported municipal facility. Lessees are encouraged to check with the Director or Representative to insure that the desired caterer is in good standing. Caterers must be approved through the City of Lubbock.

SECTION 17 - First Aid Services

First Aid services are available through approved organizations for a fee. The Lessee shall be responsible for payment of any and all fees for these services and it shall be the responsibility of the organization providing the service to collect said fees. A list of approved organizations providing first aid services is available upon request through the Municipal Museums. The Lessee shall notify the Director prior to the event when these services will be utilized. The Facility is not responsible for the services provided by any of the approved organizations.

SECTION 18 - Machinery, Hazardous Materials, Flammable Liquids, Electricity, Cooking/Warming Devices

No person shall use any engine, motor or other type of machinery within the Facility, or use any gas or other flammable liquid or chemical without the approval of the Director. The Director must approve electrical connections of any kind. No open flamed devices shall be permitted without the approval of the

Director. Any candles used for table decorations must be fully covered by an appropriate flame guard that is higher than the flame of the candle.

Vehicles on display or left at the facility must comply with Section 9-4.4.4 of the Life Safety Code:

a. All fuel tank openings shall be locked and sealed in an approved manner to prevent the escape of vapors. Fuel tanks shall not be more than one quarter (1/4) full or contain more than 10 gallons of fuel, whichever is less.
b. At least one battery cable shall be removed from the batteries used to start the vehicle engine. The disconnected battery cable shall then be taped.
c. Vehicles shall not be moved during show hours.

In accordance with Section 11, item 84 of the City of Lubbock Code of Ordinances, "No person may manufacture, sell, or give away fireworks, or store, possess, or use fireworks" unless Lessee secures a proper permit from the City of Lubbock Fire Marshall.

Any electrical tie-in requiring 600 amps or more shall be performed, at the Lessee's expense, by a bonded, licensed electrician. Management must approve electrician in advance.

No vehicles are allowed on Plaza Property.

SECTION 19 - Obstruction of Doors, Passageways, Corridors or Lobbies

No portions of the sidewalks, entries, 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. No vehicles or other drivable equipment shall be driven onto or parked on any sidewalk or entry into the Facility without prior approval of the Director of Museums.

SECTION 20 - Equipment Usage

Museums: No person may use or transport any equipment, furniture or other articles, which are the property of the Facility without the approval of the Director. As used in this section, the word "equipment" is to include all items of inventoried equipment which are moveable or portable, such as ladders, tables, chairs, etc. A limited number of carts are available for rent from the Facility to move in Lessee's equipment.

Plaza: The City of Lubbock does not provide tables and chairs for the Buddy & Maria Elena Holly Plaza. Outdoor chairs suitable for grass may be utilized with the approval of the Director of the Municipal Museums. The following equipment is available from the City of Lubbock Parks and Recreation Department:

Equipment	**Cost**
Showagon***** 32 feet X 15 ½ feet (includes electricity if on park property)	$500 – first day
Showagon with Extra Staging*****(apprx 8')	$650 – first day
Showagon Multiple Day User	$150 – each additional day
With Showagon-PA System	$50 per event

With Showagon-Music System	$200 per event
With Showagon-Microphone/Stand	$10 each / event
Podium	$100 per event
Trash Cans-55 gallon (1/25 people)	$10 each/event
Electricity (on park property)*****	$50 per event
Temporary Pole (on park property)*****	$100 per event
Blue Pole (certain park properties)	$200 per event
Bleachers-Each Set Seats 50***** Backs: H7'10"X L15'5" X W9'11'' No Backs: H4'3" X L15' X W9'	$200 per set
Call Back Fee******	$50
Overtime Delivery/Pickup*******	$150

******Call Back Fee: If an employee is called back after the rental item has been set in its intended location.

*******Overtime Delivery/Pickup: This fee is <u>only</u> incurred IF a group **<u>requires</u>** Park staff to deliver after hours when equipment could have been delivered during regular working hours (M-F, 8am-5pm).

SECTION 21 - Signs, Posters, Literature, and Decorations

Posters and/or signs may only be posted on bulletin boards provided for such use within the Facility. All such advertisements must relate to the event to be held on the premises. The hanging of pictures, banners, or other items must have the approval of the Director.

The Lessee shall not distribute, 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 attraction. No advertising matter shall be distributed or circulated on parking facilities or walkways adjacent to the facility.

Decorations, signs, banners and similar materials may not be taped, nailed, pinned, bolted, tacked, stapled or otherwise fastened in a destructive manner to ceilings, doors, walls, glass, columns, painted surfaces, fabric or decorative walls. The Lessee will be financially responsible for any damage that is caused. Duct tape is NOT acceptable. Glitter, confetti and/or sequins are highly discouraged and an additional clean up fee may be charged when used. Lessee may be required to put plastic under decorations that are to be set on carpet, i.e. bales of hay or other flammable material. Bales of hay must be pre-treated with a flame-retardant chemical.

The Lessee, after required approval, may elect to hang banners, posters, or pictures themselves, provided Lessee provides the required equipment, i.e. ladders, pipe and drape, etc. It will be the responsibility of the Lessee to insure that banners are affixed in an appropriate manner.

In order to abide by the sign ordinance in effect within the City of Lubbock, approval by the Director will be required prior to any signs/banners of any type being placed on the Municipal Museums' property outside of the building, including the Buddy & Maria Elena Holly Plaza.

No open flamed devices shall be permitted without the approval of the Director. Any candles used for table decorations must be fully covered by an appropriate flame guard that is higher than the flame of the candle.

SECTION 22 – Animals in the Building

Animals will not be allowed at the Municipal Museums, including the Meadows Courtyard, Patriot Plaza and Buddy & Maria Elena Holly Plaza for event purposes. Only service animals are permitted.

SECTION 23 - Display Advertising Rights in Facility

The Facility retains all rights to advertising signage within the Facility and its premises. The Lessee or any of Lessee's agents, employees or representatives, shall not obstruct, cover or remove any installed advertising signage or portion thereof that is under contract with the Facility at the time of the event. The Director must approve the hanging of temporary banners and/or signage by the Lessee as well as the hanging location within the Facility and its premises in advance.

SECTION 24 - Alterations of Leased Premises

If alterations of the Facility are required, the Manager must first approve alterations.

SECTION 25 - Abandoned Equipment or Articles

The Facility will not be held responsible for articles left on the premises. The Facility shall assume no responsibility for losses when such losses were caused by theft or disappearance.

SECTION 26 - Observance of Laws and Regulations

The Lessee will comply with all City, County, State, and Federal laws, and with regulations pertaining to the Facility. Violations by the Lessee or its agents or employees may result in cancellation of the lease and/or discontinuation of use of the Facility.

SECTION 27 - Permits and Licenses

It is the responsibility of the Lessee to obtain the appropriate permits or licenses, when applicable, prior to leasing the Facility.

City Permits: Event organizers are responsible for getting all required City permits in a timely manner. Permits overseen by the City Secretary's Office must be completed and paid for at least 10 days before the event and no more than 60 days prior to the event. Some of the permits listed below require a petition signed by individuals living around the event location, so organizers are encouraged to allow plenty of time to complete the requirements for each permit.

* Temporary Food Permit: Required any time food is sold that is not pre-packaged and is served to anyone beyond your immediate family. Permits may be purchased from the Environmental Health Office, 19th and Texas, 2nd Floor. For more information, call 806-775-2928. Application and fee required at least three days prior to the event.

* Loud Speaker Permit: Required any time outdoor amplified sound is used within the City limits whether on private or public property. Permits may be purchased from the City Secretary's Office, 1625 13th Street, Room 206. For more information, call 806-775-2028. Application and fee required.

* Block Party/Recreational Street Use Permit: This permit allows certain streets to be barricaded within the City limits. Requires one security/police officer per every 100 people. Permits may be purchased from the City Secretary's Office, 1625 13th Street, Room 206. For more information, call 806-775-2028. Application and fee required.

* Parade, Walk-a-thon, Bike-a-thon and Jog-a-thon Permits: Allows street recreational use of certain City streets. Required for all events listed. Permits may be purchased from the City Secretary's Office, 1625 13th Street, Room 206. For more information, call 806-775-2028. Application and fee required.

* Charitable Permit: Needed when an organization is raising money for a certain charity. Permits may be purchased from the City Secretary's Office, 1625 13th Street, Room 206. For more information, call 806-775-2028. Application and fee required.

* Street Banner Permit: Required for a banner to be displaced across a street (only 3 street locations available). Permits may be purchased from the City Secretary's Office, 1625 13th Street, Room 206. For more information, call 806-775-2028. Application and fee required.

SECTION 28 - Public Address Announcements

The Municipal Museums Director or Staff reserves the right to make public address announcements during public attractions and intermissions. These messages and announcements will usually pertain to future attractions and such other announcements relating to the welfare and safety of those attending events.

SECTION 29 – Parking

The City of Lubbock, delegating the authority to the Director of the Facility, shall maintain and control parking on city-owned property - on and about the Facility site - excluding parking on city streets. At all times, parking for Facility events shall have priority over parking for any other purpose.

All event-related vehicles will maintain a clear and accessible fire lane around the Facility at all times. This lane shall provide adequate clearance for emergency vehicles. It is the Lessee's responsibility to insure that this access is maintained.

It is the responsibility of the Lessee to insure that loading and unloading for events adhere to Americans with Disabilities Act regarding use of designated parking spaces. The Lubbock Police Department's Parking Control patrols these areas regularly and tickets are issued to vehicles in violation.

SECTION 30 - Facility Capacity

The maximum capacity of the Facility is determined by the egress (exit) capacity. The City of Lubbock Fire Marshall will determine the maximum capacity of the Municipal Museums and Buddy & Maria Elena Holly Plaza. Lessee shall not permit tickets to be sold or distributed, including complimentary tickets, nor attendance at non-ticketed events to exceed the maximum seating capacity for that space. The Facility reserves the right to determine when capacity has been achieved and to control access at that point.

Buddy Holly Center Facility Capacity	415
Meadows Courtyard Capacity	250
Available Seating in the Meadows Courtyard	125
Silent Wings Museum Facility Capacity	923
Hangar Gallery with tables and chairs	120
Buddy & Maria Elena Holly Plaza Capacity	Determined by the Fire Marshall on case by case basis

Event organizers at the Buddy & Maria Elena Holly Plaza will be required to submit a detailed map of the event set-up to the Director of Municipal Museums. Event set-up and details will determine the Plaza capacity. Set-up for events anticipating 500+ people will be approved by the Lubbock Fire Marshall's Office.

SECTION 31 - Non-Discrimination

No person, group, or association shall be excluded from use of the Facility because of handicap, race, color, creed, or national origin and no rules or regulations may be promulgated by the Lessees of the Facility which will discriminate against any person, group, or association or exclude them from use of the facilities or participation in the facility activities.

SECTION 32 - Objectionable Conduct

Any performer, person or persons attending events at the Facility whose conduct becomes disorderly or disruptive shall be subject to ejection from the premises. The Lessee shall hold the City of Lubbock harmless from any claim for such action.

SECTION 33 - Photographers

Commercial photographers, acting in conjunction with events held in the Facility, will be subject to a $50.00/day flat fee, which should be paid prior to the event. This fee will apply when either orders are taken or funds collected for photographs. It is the responsibility of the Lessee to inform the photographer of this charge when souvenir photographs or videos are to be taken. It is also the responsibility of the Lessee to insure that photographers provide for their own special electrical needs i.e. extension cords, power strips, etc.

SECTION 34 - Copyright Infringement

Lessee accepts all responsibility for and will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. Lessee specifically represents and warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives. Further, it is agreed that Lessee shall defend, indemnify and hold the City of Lubbock and the Facility harmless for any claims, losses or expenses arising from non-payment to licensing agencies, including but not limited to ASCAP, BMI and SESAC or damages growing out of Lessee's infringement or violation of Federal Copyright Laws and/or Regulations. The Facility expressly assumes no obligation to review or obtain appropriate licensing, and all such licensing shall be the exclusive obligation of Lessee.

SECTION 35 – Solicitations

No collections or donations shall be allowed at the Municipal Museums or the Buddy & Maria Elena Holly Plaza without the approval of the Management.

SECTION 36 - Right to Alter Regulations & Rental Rates

The City of Lubbock reserves the right, within reason, to change, alter, amend or cancel any and all of the regulations contained herein with 30 days notice to Lessee. Rental rates are subject to change when new contracts are issued.

SECTION 37 - Facility Smoking Policy

In accordance with the City of Lubbock Ordinances, the Municipal Museums are a smoke-free facility. Smoking is not permitted in these facilities including the Meadows Courtyard, Patriot Plaza and Buddy & Maria Elena Holly Plaza. It is the responsibility of the Lessee to insure that attendees adhere to the policy. (Ordinance Sec. 8.17.031) (Internal Policy)

SECTION 38 - Rental Rates and Services

General Information:

Deposit Fees:
Buddy Holly Center/ Meadows Courtyard $150
Silent Wings Museum/ Patriot Plaza
Facility deposit is due upon presentation of an executed rental contract.
If the event is canceled less than 3 days (72 hours) in advance of event date(s), the deposit will be retained by the City of Lubbock.

Buddy & Maria Elena Holly Plaza $250
Plaza deposit is due upon presentation of an executed rental contract.
If the event is canceled less than 3 days (72 hours) in advance of event date(s), the deposit will be retained by the City of Lubbock.

Litter Deposit
An additional litter deposit will be due on the day of the event. The deposit will be refunded on assessment of satisfactory cleaning of the Museum facilities and grounds at the conclusion of the event. Litter deposit rates are listed below:

Buddy Holly Center/ Meadows Courtyard $150
Silent Wings Museum/ Patriot Plaza

Buddy & Maria Elena Holly Plaza $250

Multi-day events/ 1,000+ people $500
An additional $250.00 litter deposit is required for use of the Plaza for multi-day events and events with 1,000+ people.

Museums Rental Rate:
Buddy Holly Center/ Meadows Courtyard $500
Silent Wings Museum/ Patriot Plaza

Includes: Outdoor Courtyard, Gallery Access, Restrooms, Food Prep Room w/ sink. Rental time is for four hours. The four hours do not include a two hour allotment for set-up and clean-up of the facility. The balance is due on the day of the scheduled event. The set-up and clean-up hours shall be approved by the Director and shall be subject to cancellation by the Director upon 24 hours notice to the Lessee. The rehearsal and/or move-in time period must not hinder normal business activities of the Facility. The Facility will not be closed to the public during the rehearsal and/or move-in time.

Plaza Rental Rate:

Buddy & Maria Elena Holly Plaza $600

Includes: Outdoor Plaza area, Restrooms at the Buddy Holly Center, (when total attendance at the event is less than 250 people). The balance is due on the day of the scheduled event. Event time is for four hours. The four hours do not include allotment for move-in/set-up and clean-up of the plaza space. The set-up and clean-up hours shall be approved by the Director and shall be subject to cancellation by the Director upon 24 hours notice to the Lessee. The rehearsal and/or move-in time period must not hinder normal business hours of the plaza. The Facility will not be closed to the public during the rehearsal and/or move-in time.

Luncheon/Meeting Rental Rate:

Buddy Holly Center/Meadows Courtyard $250

Silent Wings Museum/Patriot Plaza

Includes: Outdoor Courtyard, Gallery Access, Restrooms, Food Prep Room w/sink. Rental time is for two hours. The two hours does include set-up and clean-up of the facility. The balance is due on the day of the scheduled event. Luncheon/meeting rentals are available pending the City Museums' exhibit schedule and events.

Non- Profit Museum Rental Rate:

Buddy Holly Center/ Meadows Courtyard $350

Silent Wings Museum/ Patriot Plaza

A copy of organization's non-profit certification must be given with the executed rental agreement.

Includes: Outdoor Courtyard, Gallery Access, Restrooms, Food Prep Room w/ sink. Rental time is for four hours. The four hours do not include a two hour allotment for set-up and clean-up of the facility. The balance is due on the day of the scheduled event. The set-up and clean-up hours shall be approved by the Director and shall be subject to cancellation by the Director upon 24 hours notice to the Lessee. The rehearsal and/or move-in time period must not hinder normal business activities of the Facility. The Facility will not be closed to the public during the rehearsal and/or move-in time.

Non- Profit Plaza Rental Rate:

Buddy & Maria Elena Holly Plaza $420

A copy of organization's non-profit certification must be given with the executed rental agreement.

Includes: Outdoor Plaza area, Restrooms at the Buddy Holly Center, (when total attendance at the event is less than 250 people). The balance is due on the day of the scheduled event. Event time is for four hours. The four hours do not include allotment for move-in/set-up and clean-up of the plaza space. The set-up and clean-up hours shall be approved by the Director and shall be subject to cancellation by the Director upon 24 hours notice to the Lessee. The rehearsal and/or move-in time period must not hinder normal business hours of the plaza. The Facility will not be closed to the public during the rehearsal and/or move-in time.

Non-Profit Luncheon Rental Rate:

Buddy Holly Center/Meadows Courtyard $175

Silent Wings Museum/Patriot Plaza

A copy of organization's non-profit certification must be given with the executed rental agreement.

Includes: Outdoor Courtyard, Gallery Access, Restrooms, Food Prep Room w/sink. Rental time is for two hours. The two hours does include set-up and clean-up of the facility. The balance is due on the day of the scheduled event. Luncheon/meeting rentals are available pending the City Museums' exhibit schedule and events.

Museum Gift Shop:

Buddy Holly Center	$35
Silent Wings Museum	

Includes: Access to the Museum Gift Shop during a rental event. Rental time is for four hours. The $35.00 is due on the day of the scheduled event.

Overtime Rental Charges:

If event continues past contracted out time, the following charges will apply:

$50 per half-hour or portion thereof

Equipment Rental Charges for Museums Only:

Additional Tables and Chairs	$100
Stage and Misc. Equipment	$100

Security Guards:

Security may be required, based on the type of event, number and/or age of participants, etc. Security shall be required for any event where alcoholic beverages are served. The number of Security Officers required shall be determined in accordance with Section 15 of this manual. Security fee is $35.00 per hour with a three hour minimum per security guard.

Food/Beverage Services:

The serving of alcohol and alcoholic beverages on the premises of the **Buddy Holly Center and Buddy & Maria Elena Holly Plaza**, which is owned an operated by the City of Lubbock, and resides within the city limits:

- Alcoholic Beverages: Civic Lubbock, Inc. operates and/or controls all alcoholic beverage sales on City of Lubbock property. In accordance with the Texas Alcoholic Beverage Commission rules and regulations, alcoholic beverages shall not be brought onto or removed from the premises by any Lessee, participant, or patron. It will be the responsibility of the Lessee to insure that the law is followed. The same policy applies as stated above in regard to exhibitors requesting alcoholic beverage services.

Alcohol and alcoholic beverages can be served by either a cash bar or open bar or a combination of both.

There will be a charge for bartenders at the current wage scale with a 4-hour minimum (to include set-up and clean up) for individual open or cash bars for which sales do not exceed $200.00.

Proceeds generated by Civic Lubbock, Inc. from the sale of concessions are used to fund public art programs and projects in or on City-owned property and provide educational, cultural, and entertainment activities in the Civic Center and Auditorium-Coliseum.

Note: All labor charges are subject to the current wage scale at the time of the event.

The serving of alcohol and alcoholic beverages on the premises of the **Silent Wings Museum**, which is owned an operated by the City of Lubbock, but resides outside the city limits:

Cash Bar in conjunction with food catering: Must be arranged by the Food & Beverage Coordinator for Civic Lubbock, Inc. (806.775.2238) Civic Lubbock, Inc. has the first right to refuse service. Alcohol and alcoholic beverages may be sold through an approved caterer, should Civic Lubbock, Inc. choose not to provide service. Due to TABC regulations the total cost of food must exceed the revenues made from the sale of alcohol.

Open Bar: All alcohol and alcoholic beverages are provided free of charge to event participants that are of the age to legally consume alcohol and alcoholic beverages. All alcohol and alcoholic beverages must be donated by a single donor, and can only be delivered to the premises the day of the scheduled event. All un-served alcohol and alcoholic beverages must be removed from the premises at the end of the event. Under no circumstances can alcohol and alcoholic beverages be stored at the Silent Wings Museum before opening and closing of the doors (no overnight storage).

- All alcohol and alcoholic beverages must be served by a Texas Alcoholic Beverage Commission (TABC) certificated server.

- Security must be present at all times while alcohol and alcoholic beverages are being served. Two uniformed police officers per every one hundred guest is required.

- It will be the responsibility of the Lessee to insure that the law is followed.