

RENTAL PROGRAM BOOKLET

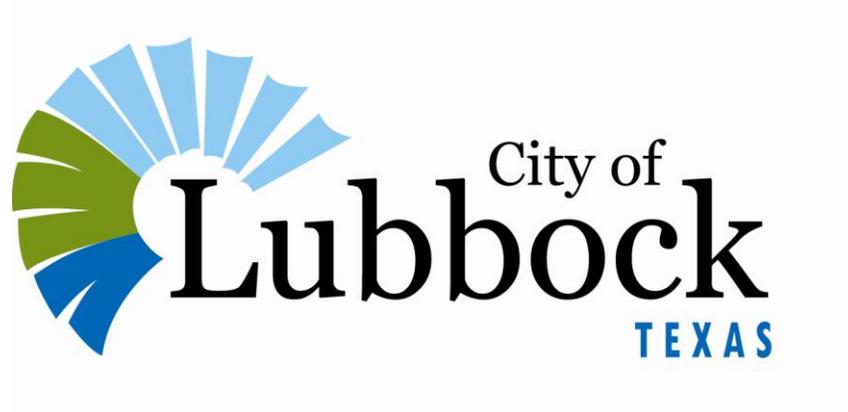
It is understood and agreed by the Lessee that this booklet, which includes Sections 101 – 140, is in fact a part of the contract between the Lessee and the Lessor. The Lessee is charged with the responsibility of knowing and abiding by the policies and procedures contained herein.

Acknowledged and Received:

Signature of Lessee

Date

This top page should be signed by the Lessee and returned with a signed copy of the Rental Contract for the City of Lubbock Facilities.



RENTAL PROGRAM BOOKLET

It is understood and agreed by the Lessee that this booklet, which includes Sections 101-140, 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.

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101. **Definitions:** The Lubbock Civic Centers of the City of Lubbock and County of Lubbock, Texas hereinafter called *Facility*, means any hall, theater, meeting room, or other area designated in the Lubbock Memorial Civic Center, City Bank Auditorium-Coliseum, Wells Fargo Amphitheatre, and any other facility managed by the Civic Center falling under the jurisdiction of the City of Lubbock. The Facility is a tax supported municipal facility.

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.

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.

Non-Profit Events - A 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:

- Non-profit chartered civic organizations.
- Non-profit fraternal organizations.
- Governmental organizations.
- Non-profit educational organizations.
- Non-profit religious organizations.
- Chartered charitable organizations.
- Organizations qualifying under section 501 of the Internal Revenue Service Code.

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.

Concessions as used herein shall mean the use and occupancy of any part of the Facility for the

1. Sale or dispensing of programs, records, periodicals, books, magazines, newspapers, soft drinks, alcoholic beverages, flowers, candies, food, novelties or related merchandise and souvenirs; and
2. Rent and/or sale of opera glasses, cushions, photographs or other such articles.

Concessions shall not include the sale, donation, or giving away of merchandise or products which are a part of, or directly related to, an authorized convention or trade show for which a fixed rental for booth space is otherwise charged.

Primary tenant as used herein is a designation of a lessee's booking status and is determined by the Civic Services Director. Qualifications include:

1. Minimum contract of five (5) events per calendar year; and
2. Each event will be for multiple days.

Festival as used herein shall describe an annual event sponsored by a local non-profit organization that spans multiple days and focuses on arts, culture, and/or entertainment germane to this area.

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.

102. **Authority:** The Civic Services Director, 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 and contingent upon approval in the City's Contract Management Process. 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 Civic

Services Director may approve any deletions, additions, or modification to the standard rental contract for the City of Lubbock facilities, with review by the City Attorney.

103. **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 Civic Centers shall be valid.

Federal regulations require reporting of all payments in excess of \$600 during a calendar year. 1099's will be issued at the end of the calendar year to any Lessee or Vendor where payments for show settlements have exceeded this amount. In order to comply with these regulations, the taxpayer identification number is required before payments can be issued to the Lessee or Vendor.

Basic rental rates for actual event days/performances include available heating and/or cooling, available lighting and water, normal janitorial cleaning services, and the initial chair or chair/table set-up. 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. Changes made in the initial set-up may require payment of an additional charge. Major changeovers (from one set-up to another) made within a single working day (7:00 a.m. - 12:00 a.m.) will require payment of an additional set-up charge. This includes set-up changes of tables, chairs, risers, stages, head tables, etc. Pre-event and post-event charges are covered under Section 140.

The Lessee may be required to furnish in writing any information requested by the Director to determine which facilities, arrangements, special services, and/or equipment might be necessary to the staging and proper management of their event. For exhibitions or conventions, Lessee must furnish drawings as to locations and dimensions of all exhibit booths and equipment indicating utility requirements. The Director must approve these requirements. At no time can exhibit booths, tables, chairs, or any other set-up created by an event block entrances and/or exits. There must be at least an eight (8) foot clearance between an entrance/exit and any exhibit booth or set-up. Should Facility Management determine that exhibits or any portion of an event setup is in violation of proper fire and safety code restrictions, Lessee will insure that the violation is corrected immediately. The City of Lubbock Fire Marshal must approve any exception.

All set-up information, in and out times and actual event times must be submitted, in writing, at least two (2) weeks prior to the event. Due to staff scheduling requirements, the Lessee must adhere to these times or else an overtime fee will be charged. (See Section 140 for charges.)

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

104. **Booking Policy:** A tentative hold may be placed on a date and space as far in advance as requested. A tentative hold will require a non-refundable fee of \$10 per date, which will be applied to the rental fee if the date is contracted. A tentative hold must be either released or contracted within 30 days of the date the hold is placed on. For recurring annual events, a contract will be issued within 30 days of being placed on hold for future years and the standard deposit will be required no later than 60 days after the completion of the current year's event. All charges relating to the current year's event must be settled prior to contracting the succeeding year. For all events placed on hold within the current 12 months, a contract and deposit must be in place 30 days after a tentative hold is placed on the calendar. For events booked less than 30 days out, a contract and full rental payment is due within five (5) business days of booking. For events not noted above with tentative holds outside of the current 12 months, a notice will be sent one year prior to the tentative hold requesting a contract and deposit within 30 days. Event dates not contracted by the deadline will be removed from the calendar.

The Director may deny rental of any of the Civic Centers facilities 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 and coordinated between the Civic Center, the City Bank Auditorium-Coliseum, and the Wells Fargo Amphitheatre. The Director reserves the right to increase the number of protection days between similar/conflicting events.

If a second party challenges a tentative hold within the current 12 month period, the challenger must produce a non-refundable deposit before an official challenge will be issued. Once the deposit has been received, every effort will

be made to contact the party with the hold. If the party cannot be reached by phone or email, a certified letter will be sent. If the party releases the hold, the letter is returned, or there is no response, the hold will be released and the challenger will need to sign a contract within two (2) business days. If the party decides to contract the dates on hold, a contract and non-refundable, non-transferable deposit will be required within two (2) business days from the time of contact. The deposit issued by the challenger can be applied to a future event within 12 months.

105. **Rehearsals and Move-Ins/Outs:** The rates listed herein entitle a Lessee to use the space specified in the rental contract for rehearsal and/or move-in purposes beginning at 7:00 a.m. on the day of 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 cost of any special labor, equipment, or services in connection with such a rehearsal and/or move-in/out will be charged to the Lessee based upon the prevailing rates at the time of the event.

Move-ins and rehearsals prior to the date of the event and move-outs specified in the rental contract shall be subject to additional rental, which will be 50% of the established rental rate plus the cost of any additional services. Rehearsal and move-in/out dates are available only when another Lessee has not scheduled the facility for use. Times for move-ins, move-outs, and/or set-ups and for tear-downs may be negotiated at the discretion of the Director. Energy conservation is of prime concern and minimum levels of lighting, ventilation, heating and air conditioning will be maintained during move-in/out periods. A utility charge, in addition to the basic rental fee, may be assessed for special lighting and comfort level requirements during move-in/out or rehearsal periods.

106. **Reletting and Sub-Leasing:** The City of Lubbock reserves the right to relet any portion of the Lubbock Civic Centers, which becomes vacant during the lease of any other contract. If the City of Lubbock relets because of Lessee's fraud or misrepresentation, no refund will be due such Lessee. No Lessee shall assign any lease without approval of the Civic Services Director.

107. **Payment of Fees:** Fifty percent (50%) of the base rental fee shall be paid upon execution of the contract. Failure to receive a deposit with the contract negates the contract and the dates will be released. The balance of the rental shall be required one (1) week prior to the event. If full payment is not received or alternate arrangements made, the event will be cancelled. Fees for any special services and equipment needed shall be paid prior to the completion of the final event. The Director must approve any exception to this policy. 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 shall become property of the City of Lubbock and shall not be refundable. All rental fees shall be paid in lawful money of the United States by cash, certified check, money order, personal check, or credit card (Visa® and Mastercard®).

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 occasion, for the protection of the Civic Center, City Bank Auditorium-Coliseum, and Wells Fargo Amphitheatre collect all such taxes and directly pay them to the proper Federal, State, or other government units.

108. **Authorized Refunds:** Refund of advance rental deposit may be authorized where:

- Lessee gives written notice of cancellation at least six months (180 days) prior to the date reserved.
- The scheduled performance is cancelled under any of the terms of the regulations governing the management of the Facility.
- The performance is otherwise cancelled at the request of the Director and with the consent of the Lessee.

109. **Insurance Requirements:** The Lessee shall be 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 a primary additional insured.** The certificate of insurance provided to the Facility should include the following information and limits:

City of Lubbock, TX
Civic Centers
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- Name of your Insurance Company/Name and Telephone Number of contact person
- Your Name/Company Name and Address as the Insured
- 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
Damage to Rented Premises	50,000
Medical Expense	5,000
- Description of Operations/Locations/Restrictions/Special Items
- Name of Event, Date of Event, Exact Location of Event (Facility)
- Primary Additional Insured: City of Lubbock
- Certificate Holder: City of Lubbock
c/o Lubbock Memorial Civic Center, City Bank Auditorium
and Coliseum, and Wells Fargo Amphitheatre
1501 Mac Davis Lane
Lubbock, Texas 79401

The insurance policy shall contain an endorsement providing contractual liability coverage to insure the liability assumed herein. The Director shall be notified by the Lessee of any exclusion to the insurance policy provided for the event contracted. The Director shall be provided with a certificate evidencing all such insurance as specified herein and any other insurance, which the Director may require. This certificate shall be submitted no less than two (2) weeks prior to the event. Failure to provide the necessary insurance by the deadline will result in a cancellation of the event. The City of Lubbock Risk Manager may, at his/her discretion, increase or decrease the amount of insurance coverage required for specific events.

110. **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 or Event Coordinator 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. Rodeos, circuses and other events involving animals shall not leave animals unattended in the Facility. The Lessee shall bear the cost of overnight security, with said security being arranged for by the Facility. Only Lubbock Police officers are permitted to work overnight security.

111. **Box Office and Ticketing 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 Civic Centers 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.

112. **Advertising of Events:** All advertising of paid attractions must state total admission prices. The Lessee shall not announce events scheduled at the Facility until contracts and deposits have been properly approved and executed by the Director.

113. **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.

114. **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 and/or Select-a-Seat is selling tickets. Security is encouraged when admission is charged at the door or the Box Office. Lessees are also encouraged to arrange for overnight security during multiple day events when Lessee's or Exhibitor's items will be left in the building overnight. Lessee shall coordinate all security with the Director or designated representative.

115. **Catering and 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 101 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 Civic Lubbock, Inc. 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.

The Director must approve Caterers. Caterers are required to sign a catering agreement and provide proof of insurance before catering an event in the Facility. Only those caterers on the Facility's approved list of caterers will be eligible to cater on the premises. Caterers are provided within the building, kitchen and scullery, warmers, sneeze guards, tables, chairs, utilities, etc. For these benefits and to cover these operating costs, the caterer is assessed a 15% catering fee, which is a percentage of their total bill charged to the Lessee. Caterers who are delinquent in their payment of the catering fee shall be prohibited from catering additional events in the Civic Centers until full payment is made. Lessees are encouraged to check with the Facility's Food and Beverage Department to insure that the desired caterer is in good standing.

Minimal catering services are available through the Facility's Food and Beverage Concessionaire.

116. **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 Facility Management. The Lessee shall notify the Facility Management 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.

117. **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 gas or internal combustion vehicle shall be allowed to remain in the Facility without the approval, in advance, of the Director. 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 in the facility must comply with Section 9-4.4.4 of the Life Safety Code:

- 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.
- 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.
- 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.

The Lessee must inform exhibitors that all hazardous materials displayed and/or sold out of their exhibit booths must have Material Safety Data Sheets available for those products.

Cooking and food warming devices in exhibit booths shall comply with the following:

Gas fired devices.

- Compressed natural gas may be used where permitted by the authority having jurisdiction.
- A LP-Gas cylinder is prohibited from being used.

Devices shall be isolated from the public by at least 4 ft (122 cm) or by a barrier between the device and the public.

Single-well cooking equipment using combustible oils or solids shall:

- Have lids available for immediate use.
- Be limited to 288 sq in. (.19 sq m) of cooking surface.
- Be placed in noncombustible surface materials.
- Be separated from each other by a minimum horizontal distance of 2 ft (61 cm).
- Be kept a minimum horizontal distance of 2 ft (61 cm) from any combustible material.

A 20 B:C fire extinguisher shall be provided within the booth for each device, or an approved automatic extinguishing system shall be provided.

118. **Obstruction of Doors, Passageways, Corridors or Lobbies:** No portions of the sidewalks, entries, plaza walkways, passageways, doors, aisles, elevators, vestibules or other means 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 Facility Management.

119. **Equipment Usage:** 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.

120. **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 allow circulation of any advertising matter or programs at the entrance to any part of the premises that does not completely pertain 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 to ceilings, doors, walls, glass, columns, painted surfaces, fabric or decorative walls without approval by Facility Management. Easels are available to use for signage. Signage found taped or otherwise attached to walls or doors will be taken down immediately by the Civic Center Management and Lessee will be financially responsible for any damage that is caused. Any floor tape to be used on carpeted areas must be approved in advance by Facility Management and Lessee will insure that their contracted decorator removes all floor tape used in laying carpet, etc. from all floor surfaces immediately following the event. Acceptable types of floor tape are cloth and gaffer’s tape. **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. 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. Otherwise, the Stage Department will provide a crew of no less than two (2) people to hang Lessee's materials and Lessee shall pay the cost for such labor. It will be the responsibility of the Lessee to insure that banners are affixed in an appropriate manner. The encouraged method is using pipe and drape provided through a decorator.

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 Civic Centers' property outside of the building.

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.

121. **Animals in the Building:** Personal pets **are not** allowed in any Facility. Animals associated with the performance of an event or event activity will not be allowed to remain in the facility overnight without the Director's approval. If approval is given, security may be required with the cost borne by the Lessee. Lessees will not be allowed to remain in the building overnight with guard dogs unless they arrange for additional security approved by the Facility Management. Guests that normally require the use of a service animal will be allowed to bring that animal into the Facility.

122. **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.

123. **Alterations of Leased Premises:** If alterations of the Facility are required, the Director must first approve alterations.

124. **Abandoned Equipment or Articles:** The Facility shall 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. Any items abandoned by an Event, will be disposed of in an appropriate manner.

125. **Observance of Laws and Regulations:** The Lessee shall 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.

126. **Permits and Licenses:** It is the responsibility of the Lessee to obtain the appropriate permits or licenses, when applicable, prior to leasing the Facility.

127. **Intermissions:** Lessee agrees that for ticketed events lasting one and one-half hours or more there shall be an intermission of not less than 20 minutes. This intermission requirement may be waived at the discretion of the Director.

128. **Public Address Announcements:** The Facility Management reserves the right to make public address announcements during public attractions and intermissions. These messages and announcements will usually pertain to future attractions and/or relate to the welfare and safety of those attending events.

129. **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. The Facility retains the right to charge a parking fee to patrons attending events at the City Bank Auditorium-Coliseum and wishing to park in the primary lots. This fee will be a per vehicle charge, and may be sold in advance or on a first come-first serve

basis at the discretion of the Director. It should be noted that these lots might be shared when events are held at surrounding Texas Tech University facilities.

Parking is prohibited within the marked fire lanes. It is the Lessee's responsibility to insure full compliance within their organization.

It is the responsibility of the Lessee to insure that exhibitors 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.

130. **Recreational Vehicle Hook-ups:** A fee will be charged for available recreational vehicle hook-ups on the premises of the Civic Center. Hook-ups are not available at the Auditorium-Coliseum. Electrical and dump services shall be provided for this fee. Fees should be paid in the Civic Center Administrative Office upon arrival on the premises. All hook-ups are on a first-come first-served basis. Facility is not responsible for any damages caused by overloading circuits or fluctuations in supply.

131. **Facility Capacity:** The maximum capacity of the Facility is determined by the egress (exit) capacity. The City of Lubbock Fire Marshal shall determine the maximum capacity of the City Bank Auditorium-Coliseum and Wells Fargo Amphitheatre. 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.

132. **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.

133. **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.

134. **Photographers:** Commercial photographers, acting in conjunction with events held in the Facility, will be subject to a \$50/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.

135. **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.

136. **Solicitations:** No collections or donations shall be allowed in the facilities without the approval of the Management.

137. **Right to Alter Policies, Procedures, and 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.

138. **Facility Smoking Policy:** In accordance with the City of Lubbock Ordinances, the Civic Center, City Bank Auditorium/Coliseum, and Wells Fargo Amphitheatre are smoke-free facilities. Smoking is not permitted in these facilities. It is the responsibility of the Lessee to insure that attendees adhere to the policy.

139. **Facility Staff:** To insure that the Lessee receives the best possible service and information regarding the various services required for the event, the Lessee should contact the section supervisor in each specific area and provide the necessary event requirements and set-up information. The positions listed below will be available to provide advice and consultation regarding your set-up needs and requirements.

Director	806.775.2236
Assistant Director	806.775.2237
Senior Event Coordinator	806.775.2248
<i>Booking information: dates, contracts, rates, setups, etc.</i>	
Food & Beverage Coordinator	806.775.2238
<i>Concessions, catering, bars, tablecloths, coffee setups, etc.</i>	
Technical Coordinator	806.775.2258
<i>Audio/visual equipment, staging, sound, lighting, etc.</i>	
Box Office Manager	806.775.3670
Accounting	806.775.2265

Physical Addresses

Lubbock Memorial Civic Center	City Bank Auditorium/Coliseum	Wells Fargo Amphitheatre
1501 Mac Davis Lane	2720 Drive of Champions	301 E. Broadway
Lubbock, Texas 79401	Lubbock, Texas 79409	Mackenzie Park

Mailing Address

Lubbock Memorial Civic Center	
1501 Mac Davis Lane	Main Telephone 806.775.2242
Lubbock, Texas 79401	Fax 806.775.3240

140. **Special Rates and Services:** Building rental rates may be obtained upon request.

Major Change-over Charges:

Single Meeting Rooms	\$ 35
Double Meeting Rooms, Room 107, Terrace Suite	50
1/3 Banquet Hall	75
2/3 Banquet Hall	125
Full Banquet Hall	200
Exhibit Hall	500 - 750

A major changeover is defined as changing the room from one complete setup to another. For example, changing a room set-up for a banquet, with table and chairs to room set auditorium-style. Minor changes will be subject to a per table and/or per chair charge.

Overtime Rental Charges:

	Regular	Holiday	
Exhibit Hall	\$ 250	\$ 375	per hour or portion thereof
Banquet Hall	150	225	per hour or portion thereof
Theater	150	225	per hour or portion thereof
Meeting Rooms	50	75	per hour or portion thereof
Other Areas	50% the regular rental rate	75% the regular rental rate	per hour or portion thereof

Overtime charges will apply if the actual event concludes after 12:00 a.m. or if move-in begins prior to 7:00 a.m. or if event continues past contracted out time.

Holiday Rental: Available for major events only. Rate is 1½ times the base rental. Holidays include New Year's Day, Martin Luther King, Good Friday, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, and Christmas Day. All labor charges will be 1½ times the current wage scale. Over-time labor charges on holidays will be 1½ times the holiday rate.

Contingency Rate: To hold any portion of the Facility as a backup in case of rain will require a non-refundable block out fee, payable within 10 days of placing the date on hold. This fee would apply to the full rental, should the facility actually be used. Should the date be challenged by another event, the person/organization holding the block out date shall lose the date and the fee shall be reimbursed.

Event Staffing: The following personnel are arranged for upon request by the Facility or approved ticket agency. Charges for these services are available upon request.

- Ticket Sellers
- Ticket Takers
- Door Guards
- Security for Crowd Control
- Ushers
- Extra Labor
- Coat Check Personnel

Merchandising/Novelty Fees:

Merchandise/Novelty/Program Sales	25% of Gross Sales
Approved Food/Concession Sales – Civic Center	15% of Gross Sales
Approved Food/Concession Sales – Auditorium/Coliseum	35% of Gross Sales
Sales Person (if requested)	10% of Gross Sales

Items to be sold must have the approval of the Food & Beverage Coordinator. Lessee will insure that participants will not sell items sold by facility concessionaire.

Box Office Services: Select-a-Seat, operated by Civic Lubbock, Inc. through a license with the City of Lubbock, is the Facility's in-house computerized ticketing agency, and controls all ticketing functions for events held in the facilities. In addition to the professional fee to the Lessee, there will be a handling fee added to the price of each ticket. The amounts of these fees are available upon request. It is the responsibility of the Lessee to include all handling fees in any and all advertising placed by the Lessee.

Facility Improvement Fee: In addition to the ticket-handling fee, a facility improvement fee of \$.25 per ticket will be collected. This fee is used to offset costs for maintenance and upkeep of the facilities.

Event Production Services: Stage technicians, including sound, spotlight operators, stagehands, riggers, forklift operators, etc. are arranged for by the Facility. The Lessee shall be responsible for the payment of the services. Labor charges are provided upon request. Note: A 17% charge will be added to the total labor bill for event production. This charge covers expenses for Social Security, unemployment tax, and payroll administration.

Normal hours are from 8:00 a.m. – 12:00 a.m. (midnight). Any hours before or after are considered overtime and will be charged at 1½ the regular rate. For Holiday hours, see section above. One half (1/2) hour break after five (5) hours is required, if meal is furnished in-house. One (1) hour break after four (4) hours is required, if crew is sent out. Food and/or drinks (soft drinks, coffee, etc.) shall be furnished, or one 15 minute break is required every three (3) hours. A penalty will be assessed for non-compliance.

- Break - \$5/Stagehand
- Meal - \$10/Stagehand

Any event in the Theater, Banquet Hall, Exhibit Hall, Coliseum or Auditorium, which requires use of the house sound system, will normally require a sound technician at the current wage scale. Use of the portable sound system will require a sound technician at the current wage scale. The Technical Coordinator must approve any exceptions to this requirement in advance. Use of concert staging will require stagehands for set-up and takedown at the Lessee's expense at the current wage scale.

Sound is not available in single meeting rooms.

Lessee must confirm stage size and other requirements, such as followspot operators, one week prior to the event. Absolutely no changes in stage size or configuration will be permitted within 48 hours notice prior to the day of the event.

Band/DJ Policy: Bands not using house stagehands will have one (1) hour after an event's "contracted out time" to remove equipment from the building. At the expense of the Lessee, one (1) police officer will be required to remain on premises until the band is out of the building.

In the Banquet Hall, any band not out of the building within a one (1) hour time frame will cause the Lessee to be billed for building overtime charges. Overtime charges are \$150 per hour or any portion thereof. A cash deposit of \$200 may be required to cover these expenses and is to be paid prior to the event. Any unused moneys will be refunded the next business day following the event.

In the Exhibit Hall, any band not out of the building within a two (2) hour time frame will cause the Lessee to be billed for building overtime charges. Overtime charges are \$250 per hour or any portion thereof. A cash deposit of \$300 may be required to cover these expenses and is to be paid prior to the event. Any unused moneys will be refunded the next business day following the event.

Food/Beverage Services: The Facility has a contract with Civic Lubbock, Inc., a non-profit 501(c)3 corporation, to operate and/or control all concession stands and soft drink/coffee setups. Charges for food and beverage services are available upon request. In the event that an exhibitor requests food/beverage services, the Lessee will be billed for these services. The Facility Management, the Lessee and the Exhibitor, must approve any exception to this policy.

Civic Lubbock, Inc. operates and/or controls all alcoholic beverage sales. 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, exhibitor, 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.

There will be a charge for bartenders at the current wage scale with a four (4) hour minimum (to include set-up and clean up) for individual open or cash bars for which sales do not exceed \$200.

Either the caterer or the Facility's concessionaire can provide tablecloths. If the Facility's concessionaire provides the tablecloths, prices are available upon request.

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

T.U.L.I.P.: The City of Lubbock offers a Tenant User Liability Insurance Program to its Lessees. A Lessee may choose to purchase their required insurance from the City or they may obtain insurance on their own. Prices vary depending on the event. Call the Senior Event Coordinator for a price quote.