



CITY OF VICTORIA

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

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

**ORDINANCE 2008-14
ADOPTED JANUARY 6, 2009**

THE VICTORIA COMMUNITY CENTER

2905 E. North Street
P.O. BOX 1758
VICTORIA TX 77901
Phone: (361) 485-3215

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VCC PROPERTY DIAGRAM

FACILITY DIAGRAM

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 Contract:** 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 his 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. **Parks and Recreation Director or Designated 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 a contract to use any part of the Community Center in accordance with these regulations. Person must be an adult (age 21). 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 Parks 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 Parks 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 at the offices of the Victoria Community Center during regular business hours of 8 AM to 5 PM, Monday through Friday, and according to the time limits described in herein, with the exception of official holidays.

All correspondence, Rental Agreements and payments should be mailed to the following address:

The Victoria Community Center
P.O. Box 1758
Victoria, Texas 77902-1758

Reservations and information may be obtained at:

Phone 361-485-3215 FAX: 361-485-3214
Email: tsandberg@victoriatx.org
akillough@victoriatx.org
ssimon@victoriatx.org

- B. The Community Center reservation request conflicts will be resolved by the Parks Director or his 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 10% non-refundable down payment or other appropriate fee as described herein no later than ten calendar days following issuance (See Section 7 for information on rental fees and payments). If the signed Rental Agreement is not returned within ten calendar days following the issuance, the reservation is automatically void.

- 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) 90 DAYS PRIOR TO EVENT:

Reservations made after this time must pay 100% of rental fee plus any required deposit 10 days following issuance of the Rental Agreement.

(5) SEVEN DAYS PRIOR TO EVENT: No reservations may be made later than seven days prior to requested date.

- E. Reservation of the entire Community Center facilities (including grounds) for functions or events which also meet conditions of Subsection D. (1) above will be eligible to charge admission fees (set by the lessee) for access to the parking areas with prior approval of the Director of Parks and Recreation.

F. CANCELLATION TERMS AND CONDITIONS:

MORE THAN 90 DAYS PRIOR TO EVENT: Cancellations of any event, facility or portion thereof will result in refund of monies paid by lessee less the 10% non-refundable downpayment.

LESS THAN 90 DAYS PRIOR TO EVENT: Cancellation of any event, facility or portion thereof will result in 100% forfeiture of rental fee(s) including any deposits or applicable late fees.

REFUND EXCEPTION: Cancellations with full or partial balances paid will be eligible for a refund of up to the total monies put toward a contract minus the 10% down payment if the Victoria Community Center rebooks and hosts an event for the same day and amount as the previous cancelled contract. If given the same criteria as above but only a new partial rental of a facility takes place by a new lessee, the original canceled contract will be eligible for the exact prorated amount minus the 10% down payment. Refunds under these instances will be issued only after the Victoria Community Center receives and deposits the full amount of the new contract.

PREVIOUSLY CANCELED EVENTS: Rebooking of a previously canceled event from failure to return the Contract and/or pay rental fee(s), will require payment in full of all rental fees plus a new 10% deposit within 10 days of the date of issuance for a new contract. Acceptable payment will be by cash, Money order, Bank Draft, Visa or MasterCard only.

SECTION 6: RENTAL HOURS

- A. The Victoria Community Center is available for rental between the hours of 8:00 A.M. and 1:00 A.M. the following morning (17 hours) which shall constitute a rental day. In addition, Early Entry rental is available for up to 3 hours prior to 8:00 AM at the hourly rate.
- B. All late-night usage of facilities must end no later than 1:00 A.M. Lessee, bands, caterers and all occupants must vacate the facilities no later than 1:00 A.M. Failure to do so will result in a late stay charge being assessed and will be grounds for refusal of future facilities leases to the lessee. This Late Fee is not to be considered a rental fee for event time after 1:00 A.M
- 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.

SECTION 7: FEES AND PAYMENTS

A. FACILITY RENTAL RATES – please see the City of Victoria website: www.victoriatx.org

From the Side Menu Select:

Community Center>Rental Information & Pricing

B. DEPOSITS REQUIRED PER FACILITY:

All required deposits are included in the rental contract 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 contract. 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.

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, mop floor and dispose of all trash from area into available receptacles).

Additional fees may be charged for time used by customer for cleaning after 1AM. Excessive cleaning required by staff may result in an additional fee. Storage of items left on premises may also result in forfeiture of deposit. Confetti, Confetti Eggs, glitter, dance wax or like substances are not allowed for usage during events. If used without permission, customer must clean facility to pre-event condition or pay an excessive cleaning fee.

C. ADDITIONAL AND ACCESSORY ITEM FEES:

Portable Staging (14 sections)	Arena Watering Only
Marquee Advertising	RV Parking
Storage Fee	

The following accessory items are available with the rental of Community Center facilities at no extra charge:

Microphones (Portable hand held, Lapel, Standing, PA System)
PPT Projector and Screen; Slide and Overhead Projectors
Portable screens: 5x6, 9x9, and 12x12
Decorative Lighting in Dome; Easels; TV/VCR/DVD

Portable Stage rental and Arena Watering must be scheduled 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.

Marquee Rental: Available for usage by VCC Customers only. Customers having public or commercial events may rent up to three additional announcement. The three additional days must be immediately prior to the first event day. The additional days must 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.

The Business Office must be notified of intent to use at least one week (7 days) prior to the first day of Facility Rental as stated on the Rental Agreement. The Marquee rental constitutes its full usage by one lessee per contracted day.

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.

Storage Fee: Assessed to the lessee for any materials and/or equipment on premises prior to or after the lease terminates.

EARLY ENTRY is permitted prior to 8:00 A.M. under the following criteria:

1. No early entry shall commence prior to 5:00 A.M.
2. The Parks Director or designee must verify that the facility will be ready for occupancy at the time requested by the Lessee.
3. Such access will not conflict with any other event or Lessee.

D. PAYMENTS:

Payments are accepted in the form of Personal or Corporate Check, Bank Draft, Money Order, Credit Card (MasterCard/Visa/Discover) or Cash. Personal checks are accepted only from the Lessee's personal account and only up to 90 days prior to the first day leased as stated on the Rental Contract. Third party checks are not an acceptable means of payment. All monies paid are non-transferable to another person, company, organization, etc.

A minimum 15% of the Rental Fee total is required as a Non-Refundable Downpayment within 10 days after issuance of the Rental Contract.

All Contract fees are due 90 days prior to the first day reserved. If balance is not paid by 90-day due date, a late payment fee of 10% of the Contract total will be assessed. The 10% Late Fee shall be paid along with the Contract Balance within

15 days, or, 75 Days prior to the first date reserved at which time the Contract and reservation will be automatically canceled if not paid in its entirety.

Contracts issued for events within 90 days of the first reserved day of said event, must be paid in full within 10 calendar days of the issuance of the contract. Payments within the 90-day limit will be accepted in the form of Bank Draft, Money Order, Credit Card (Master Card or Visa) or Cash only.

PREVIOUSLY CANCELED EVENTS: PAYMENT

Rebooking of a previously canceled event from failure to return the Contract and/or pay rental fee(s), will require payment in full of all rental fees plus a new 10% deposit within 10 days of the date of issuance for a new contract. Acceptable payment will be by cash, Money order, Bank Draft, Visa or MasterCard only.

RETURNED CHECKS/INSUFFICIENT FUNDS:

Any check returned for any reason non-paid from the bank will result in a handling fee. Checks must be picked up and paid for by Bank Draft, Money Order, Credit Card (Master Card or Visa) or Cash. Such occurrences will result in future rental payments being accepted only by Bank Draft, Money Order, Credit Card (Master Card or Visa) or Cash.

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. ALL Commercial Vehicles are to park in the West Parking Lot ONLY.

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

Dome Deliveries: Entry is located at the driveway on the east side of the building and includes an overhead door for large items. You may also unload to the rear of the stage area through the Arena providing there are no other events booked in the Arena.

Annex Deliveries: A covered entrance is located off the west-side parking area to the rear of the Annex Kitchen. This area offers a covered Loading Dock with a double door and an overhead door.

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 10 days in advance for a determination of security requirements and completion of the Police Security and Fire Marshal Confirmation Form.

Contract packets include information on Police and Fire Marshal information. A Confirmation Form with event information is supplied to the Police Department and Fire Marshal Office for verification of Security Attendance given and stated on the Security Form shall be the same as on the Setup Diagram.

Please consult with the Victoria Police Department for the current rate of pay for Officers. Payment is cash only. Please budget accordingly.

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

Failure to arrange for Police Security at least 10 days prior to the event will constitute grounds for cancellation of an event.

Police Officer(s) shall be on duty during your entire event, from beginning to end, and shall remain on duty until everyone (including bands, caterers, decorators, vendors, etc) has vacated the building. 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.

Customer or responsible representative shall also remain on premises while anyone is in facility (including bands, caterers, decorators, vendors, etc) and shall remain on premises during event and until everyone has vacated the building.

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 expense of the lessee at the current rate per hour.

Officers are not to be paid by lessee until the building is completely vacated and secured by VCC Staff.

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; or, the Fire Marshals Office.

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 10 days in advance at 361-485-3460 for determination of fire security requirements. Failure to do so will be grounds to terminate the event.

Contract packets include information on Police and Fire Marshal information. A Confirmation Form with event information is supplied to the Police Department and Fire Marshal Office for verification of Security. Attendance given and stated on the Security Form shall be the same as on the Setup Diagram.

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.

BUILDING OCCUPANT AND SEATING CAPACITIES:

Dome- 6' Banquet Tables: 1000
 Round tables Banquet Setup: 800
 Round tables dance Setup: 600
 SRO/Chairs Only - 1400
Annex- Building Capacity per Fire Marshal: 525
 Seating: 6' Banquet Tables: 400
 Round Tables: 300
 SRO/Chairs Only: 785
Arena - 1500 (includes 12 Handicap Spaces)

BUILDING SQUARE FOOTAGE:

Dome – 12,305 (125' diameter)
Annex - 7,279 (125.5' x 58' overall)
 Individual Sections:
 Section 1: 1693 Sq Ft
 Sections 2 and 3: 1798 Sq Ft
 Section 4: 1740 Sq Ft
Arena - Wall to Wall 46,641 (400.7 x 116.4)
 Arena Floor 33,750 (375 x 90)
 Concrete Apron 3,300 (26'.4" x 125')

SECTION 11: SETUPS AND DECORATIONS

A. Setup Diagrams:

The Lessee is required to submit diagrams of setups and seating arrangements for their event to the Community Center Office at least two weeks prior to the date of the event. A blank Facility Diagram is included in the Contract Packet. Diagrams are subject to review and approval by the Community Center Manager and the Fire Marshal's Office. Estimated attendance shall be the same as stated on the Fire Marshall and Police Security Form.

Diagram assistance is available through the Community Center Office. If the Lessee does not submit a diagram, an arrangement appropriate to the event will be chosen by the Parks Director or his designated 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 requested Setup changes performed by 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 will need approval from the contract lessee.

The Lessee may be required to furnish in writing any information requested by the Parks Director or his 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 Parks Director or his designee.

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.

Tables and chairs may be used in the Arena only if the floor is covered. Such covering may be wood, carpet, or a surfacing approved by the Parks Director and must be provided by the Lessee.

C. Decorating:

Decorating is the responsibility of the Lessee.

Decorations will be displayed within the facility leased for the scheduled event. No type of Confetti decoration or glitter is allowed. Customer will be charged extra cleaning fees if this policy is violated; otherwise, decorations may be of any type or design as long as they do not interfere with emergency ingress or egress, violate the fire code or cause damage to the Community Center.

Decorations may be freestanding or suspended from existing decorating system: tape, pins, nails, tacks, staples etc. are not allowed. Customer will bear responsibility and repair costs for any damage done to premises as a result of improper display method. Decorations may not be hung from ceilings without prior approval.

Customers should check with staff for clarification of decoration policies.

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.

Regular wax candles and floating candles are allowed with a Fire Marshal on duty. No flammable items, such as, but not limited to matches, lighters, oil candles and Tiki Candles/Torches will be allowed as per the Fire Marshal.

Dance Wax or any similar product placed on any part of the floor in order to produce a smoother surface is prohibited.

Polish, wax, Armour-All or like products used on tires or other vehicles parts or other items must be applied before the vehicle or item is brought inside the building. Use of any such product, which results in the product getting on facility floors, will result in an excessive cleaning fee assessment. Vehicles tires must also be placed on cardboard or like product to protect the floor surface.

D. 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.

E. Outside Events:

Customer must Contact the appropriate agency/departments as noted in Section 12.

Outdoor concerts require Manager approval prior to issuance of Rental Contracts.

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 arena, adjacent to building 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 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

The Lessee may be required to obtain policies of 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. Lessee must also provide Certificates of Insurance naming the City of Victoria as an additional insured in the following amounts:

- A. Comprehensive General Liability - (Including spectator liability) providing the following limits:

A combined single limit policy form (Bodily Injury and Property Damage limits combined) of \$300,000.00 per occurrence, or...

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 Parks Director or Victoria Community Center Management.

SECTION 15: ADVERTISING OF EVENTS

- A. **All advertising, displays, tickets, etc. shall be upon approval of the Parks Director and/or Victoria Community Center Management.**

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 contracts have been issued and properly approved and executed.

- 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 Parks and Recreation Director, his designee or the event coordinator 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 hanging.

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 in one or more of the following respects, may be ejected from the premises by the Parks Director or the Director's designated representative or any police officer:

- Usage of tobacco products inside the Community Center facility;
- Intoxication;
- Use of abusive, indecent, profane or vulgar language;
- Making offensive gestures or displays;

- Abusing or threatening another person in an obviously offensive manner or fighting with another person, or
- Making unreasonably loud noise
- Amplification of music above legal levels or at such levels to interfere with other events.
- Abusing or damaging Community Center Property
- Abusing or behaving in a threatening manner towards Community Center personnel.
- Parents must supervise children - unruly or unsupervised children will be escorted to their parents and may be ejected from premises.
- Interfering or disrupting other events.

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 Parks Director or Victoria Community Center Management.

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 Parks Director prior to such program.

SECTION 21: CONVENTIONS

- A. The Parks 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 Parks 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 of Parks & Recreation 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
- Telephone service (limited to local calls)

- 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.