



**The Civic Center Staff takes this opportunity to welcome you to our facility and sincerely hope your activities here are both pleasant and memorable. The information outlined in this booklet should greatly assist you in planning your event; however, if you have any questions, please do not hesitate to call.**

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Abilene, Texas 79601**

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**CITY OF  
ABILENE**  
*Revised August 2003*

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## **I. LEASING REGULATIONS**

### **CONTRACT FOR USE**

Sponsoring organizations using the Abilene Civic Center must first obtain permission from the Manager. Contracts for use of the Civic Center or any part thereof shall be issued in printed form. (No verbal agreement for use of the Civic Center shall be binding upon either party.) Advance payment and proof of insurance is required at the time of completion and issuance of the contract. The Manager shall require the Lessee to provide information to determine proper management of any event. The information must be set forth on specially designed forms and prepared sufficiently in advance to permit the orderly location and set-up of required equipment.

### **PREFERENCE**

Normally, use of the Abilene Civic Center shall exist on a first-come, first-served basis with reservations tentative until signing of a contract. Conventions may be given priority, and it should be understood that a single activity could be canceled if a suitable alternate date is not open. However, every effort will be made to resolve such a problem to the satisfaction of all concerned. Scheduling of multiple activities involving use of several portions of the building at the same time is subject to approval of the Manager.

### **RENEWAL OF ANNUAL EVENTS**

Organizations wishing to renew annual events, which utilize a major area of the building, should sign a contract and make an advance payment for the following year within a month following the event. Annual renewal may not necessarily be the same date the following year.

### **AMOUNT OF RENEWAL**

Any activity utilizing the Civic Center shall pay in accordance with the current Rate Schedule. Any variation from the Rate Schedule must be approved by the Civic Center Manager. The classification of any use of the Civic Center, or any part thereof, for the purpose of determining the rental shall be made by the Manager and the decision with regard thereto shall be final for all purposes. The Manager may upon recommendation of the Board of Directors of Civic Abilene, Inc., place a percentage clause on any event.

### **RENTAL PAYMENT**

Payment shall be in accordance with the provisions of the executed contract. At least one-half of the appropriate building rental is due upon the signing of the contract. The balance of the payment is due when invoice is received. Road shows, out-of-town Lessees, or any show decided by the Civic Center Manager may be required to pay all monies in advance, or at settlement, with cash, certified check, or cashiers check.

### **REFUNDS**

Advance payments on Rentals will not be refunded. However, advance payments may be credited to a future date if the event is rescheduled within one year, with approval of the Manager.

### **CLASSIFICATION OF TIME**

The words "Morning", "Afternoon", and "Evening" shall be deemed to apply to periods of occupancy indicated below:

Morning	8:00 a.m. to 12:00 Noon
Afternoon	12:00 Noon to 6:00 p.m.
Evening	6:00 p.m. 12:00 Midnight

### **SERVICE FURNISHED BY CITY**

Rental of the Civic Center is on a "four walls" basis. Only the personnel necessary to normal operation of the building, as determined by the Manager, will be furnished by the City. Lessee shall hire and pay the salaries of all other employees it needs in connection with the event or attraction, including ticket sellers, ticket takers, ushers, cashiers, doormen, and policemen/security. Persons employed by the Lessee using, operating or handling City owned equipment must be fully competent to do so in the judgement of the Manager.

**BOND OR DAMAGE DEPOSIT MAY BE REQUIRED**

The Manager, at their discretion, may require Lessee to furnish a bond or damage deposit commensurate with the risks and City expense involved, in cash or with sureties satisfactory to the Manager, guaranteeing that the Lessee will well and faithfully perform each and every term and condition of the contract and will abide by and observe all lawful rules and regulations for use of the Civic Center.

**DAMAGE TO THE PREMISES**

The Lessee will not cause or permit any nails, spikes, anchoring devices, lighting fixtures or communication devices to be driven into or affixed in any manner to any interior or exterior portion of the building without direct consent of and under supervision of the Manager, nor may any signs, posters, or advertising material of any nature be affixed to any portion or placed in any part of the premises without consent of the Manager. The Lessee shall not paint, stain, color or alter any portion of the premises or equipment therein, and not permit to be done anything which might damage or change the finish or appearance of the premises and furnishings therein.

Serving of food and other refreshments backstage must be approved by the Manager. The Lessee shall pay the cost of repairing any and all injury and damage which may be done to the premises, including fixtures, equipment and furnishings by an act of the Lessee, his employees or agents. The Manager shall determine whether any such damage has occurred, the amount of the damage, and the cost of repairing such damage, and whether the damage is of a nature that the Lessee shall be held responsible. The decision of the Manager shall be final unless, within ten days after the decision is made, the Lessee, if dissatisfied with the decision, gives written notice. In such notice to the Manager, the Lessee shall state fully the particulars and grounds upon which the Manager's decision is considered to be incorrect. The Manager shall submit the appeal to the Director of Community Services, City of Abilene.

SMOKING AND DRINKS WILL BE RESTRICTED TO DESIGNATED AREAS.

**GENERAL**

All money received as rental for the Civic Center shall be paid over and deposited by the Manager with the Chief of Accounting. Catering, concession, and other miscellaneous fees designated by the City Council shall be deposited with Civic Abilene, Inc.

By acceptance of the contract, Lessee shall covenant and agree to relieve and discharge the City, the officers and employees of the City, Civic Abilene, Inc., and the Board of Directors, from any and all liability for loss and/or injury, and/or damages to any person and/or persons and/or property that may be sustained by reason of occupancy and use of said Civic Center and of the facilities thereof, and to save them free and harmless therefrom. The decision as to whether or not a proposed activity is appropriate for the desired area within the Civic Center shall rest solely with the Manager.

**CITY ATTORNEY AS LEGAL ADVISOR**

The City Attorney shall be the legal advisor to the Manager and shall approve forms of contracts, bonds, and other documents used in implementing these policies.

**INSURANCE**

The Manager will require the Lessee to furnish a certificate of a public liability insurance policy, showing adequate insurance coverage defined below and which the lessee is named as assured. The policy shall also provide for 10-day notice to the Civic Center Manager prior to cancellation. Insurance may be obtained through the Abilene Civic Center. Insurance requirements are as follows:

<b>"TYPE"</b>	<b>"AMOUNT"</b>
<u>Comprehensive General (Public)</u>	<u>Bodily Injury:</u>
<u>Liability</u> - to include (but not limited to) the following:	\$250,000 per person
A) Premises/Operation	\$500,000 per occurrence
B) Independent Contractors	<u>Property Damage:</u>
C) Personal Injury	\$100,000 per occurrence
D) Products/Completed Operations	OR
E) Contractual Liability	\$500,000 Combined Single Limit for bodily injury and property damage

Additional insurance requirements: With respect to the above insurance, Lessee agrees to:

- Have City of Abilene and Civic Abilene, Inc. named as additional insureds.
- Provide for a Waiver of Subrogation in favor of the City of Abilene and Civic Abilene, Inc.
- Provide within the policy for thirty (30) days written notice to the City of Abilene of any material change, termination or cancellation of insurance.

### **SECURITY**

Lessee shall provide for security as may be estimated by the Civic Center Manager to be needed during the occupancy of such Lessee, and if any Lessee fails or refuses to furnish the required security the Manager may require same to be furnished and charge the cost thereof to the Lessee, or cancel the lease.

### **ALCOHOL USAGE POLICY**

Any usage of alcohol must go through the contracted Alcohol Beverage Caterer for the Abilene Civic Center.

Note: Alcoholic beverages can only be served or consumed in the Abilene Civic Center or play area upon the request of the sponsor and the approval of the Civic Center Manager.

Lessee must give at least one week notice for requesting alcohol usage.

Lessee will be required to work with Liquor Caterer to arrange for adequate security (1 guard per 100 people) for all time alcohol is served. Payment for security must be made to caterer or security company prior to event date in order for alcohol service to proceed.

### **AUDITORIUM STAGE HANDS**

Due to the technical nature of the Civic Center Auditorium, all activities taking place on or backstage, require coordination with our Theater Technical Coordinator. Predicated upon your show requirements, he will ascertain and contract for the correct number of Abilene Civic Center stagehands necessary.

### **FIRE REGULATIONS**

#### **FIRE PREVENTION CODE**

City of Abilene

Chapter 10 - Sections 1 - 4

#### **EXIT WAYS, MAINTENANCE OF**

#### **SEC. 1 OBSTRUCTIONS TO MEANS OF EGRESS**

- (a) No person shall at any time place an encumbrance of any kind before or upon any fire escape, balcony or ladder intended as a means of escape from fire.
- (b) In other than dwellings, no person shall place, store, or keep, or permit to be placed, stored, or kept on or under or at the bottom of any exit stairway, inside or outside, exit hallway, elevator or other means of egress, any materials the presence or the burning of which would obstruct or render hazardous, egress of persons from the building.
- (c) No aisle, passageway or stairway in any mercantile occupancy shall be obstructed with tables, show cases, or other obstruction during hours of such occupancy when the Civic Center is open to the public.
- (d) All doors in or leading to required exit ways shall be kept unlocked at all times when the building or floor area served thereby is occupied.

#### **SEC. 2 MARKING OF EXIT WAYS**

Where the exit doorways are not visible from all locations in public corridors, directional signs, as required by the Fire Prevention Division shall be placed on walls or otherwise displayed in conspicuous locations to direct occupants to exit doorways.

**SEC. 3 LIGHTING OF EXIT WAYS**

Required stairways, hallways, and other means of egress, including exterior open spaces to or through which exit ways lead, shall be kept adequately lighted at all times that the building served thereby is occupied.

**SEC. 4 STAIRWAY DOORS TO BE KEPT CLOSED**

It shall be unlawful to block open any stairway enclosure door which leads to or from a floor of the building, and which by law is required to be self-closing.

**SMOKING REGULATIONS**

The Civic Center will comply with the City of Abilene's Ordinance as detailed below:

The person in charge of a "public place" or "place of employment" shall place signs visible at each entrance of the building to notify persons entering that smoking is prohibited or that smoking is prohibited except in areas designated as smoking areas. The person in charge of a "public place" or "place of employment" shall conspicuously post signs in an area designated as a smoking area stating that smoking is permitted in the area. All "public places" shall be equipped with facilities for extinguishing of smoking materials. Facilities for extinguishment of smoking materials that are located in areas of public places other than designated smoking areas shall be accompanied by clearly visible signs stating "NO SMOKING".

**AREAS REQUIRED TO BE DESIGNATED AS "NO SMOKING":**

1. Food order areas, cashier areas, and check-out lines for stores
2. City Library
3. Elevators
4. City and school buses, including associated terminals
5. Rest rooms
6. Restaurants or cafeterias with a seating capacity of 25 people or less
7. Lobby areas of movie theaters, hospitals, and rest home facilities
8. All places of employment
9. Lobby areas of movie theaters, hospitals, and rest home facilities

All "public places", including restaurants and cafeterias with a seating capacity greater than 25 people and all "places of employment" may have separate designated smoking areas, but they must be proportional to verified number of users requesting a smoking area. It is not a requirement that any smoking area be designated.

It is not the intent of this Ordinance nor shall it be construed to supersede any Fire Code requirement for "No Smoking" in hazardous areas, as outlined in the presently adopted Fire Code and supplements thereto.

**SMOKING VIOLATIONS ARE TO BE REPORTED TO THE ABILENE POLICE DEPARTMENT BY THE INDIVIDUAL WISHING TO COMPLAIN.**

**FIRE CODE PERMITS**

All shows featuring displays, exhibits, booths, motorized vehicles or with attendance figures near or at posted room capacities are required to obtain an Abilene Fire Department fire code permit. Applications for said permit should arrive with mailed contract or may be obtained by contacting the Event Coordinator.

**REGULATIONS FOR DISPLAYS INSIDE BUILDINGS**

The following are the minimum fire safety regulations which must be met prior to the placement of any motor vehicle, boat, or other hazardous item(s) within a public assembly occupancy in the City of Abilene:

- A. Fire Department approval must be obtained in advance, via the Fire Marshal's Office. Approval will be contingent upon compliance with provisions of these regulations and the requirements of the current edition of the Uniform Building Code and the Uniform Fire Code.
- B. A proposed plan of arrangement must be submitted to the Fire Department a minimum of ten days prior to the entry of the display. This plan must address spacing between units, aisle width for egress, etc. Approved aisles must be maintained along the front of any/all stores facing the display.

- C. The following procedures apply to any vehicles or boat:
1. Each exhibitor shall sign affidavit stating one of the following:
    - a) Any/all fuel tanks contain a maximum of 5 gallons of gasoline per vehicle, or
    - b) The fuel gauge on each vehicle is in working order and indicates that the vehicle gasoline tank(s) is/are not more than 1/4 full.
  2. Fuel tanks must be sealed with a locking gas cap or other approved device, such as a tamper - proof expandable rubber plug.
  3. Disconnect battery and tape cable terminals.
  4. Recreational vehicles must have LP gas system treated in same fashion.
  5. Fueling or de-fueling of vehicles shall not take place inside the building.
- D. Vehicles entering a display inside a mall or other occupied building during business hours must have all provisions in C performed outside the building, and the vehicles must be pushed into the building. Vehicles entering a building during non-business hours may be driven into place prior to implementing item (C-3).
- E. The installation or operation of all equipment shall be under the supervision of a competent operator. Live demonstration of equipment powered by combustible fuels require a full description of programs before permission can be considered.
- F. Auxiliary electrical power sources to any display unit must be disconnected during non-business hours.
- G. Some displays have unique hazardous elements and may be approved by the Fire Marshal upon provision of additional fire protection components, such as a fire watch. The expense of all such additional protection shall be incurred by the exhibitor(s).
- H. Decorative materials such as drapes, curtains, drops and other materials, that would tend to increase the fire and panic hazard, shall be made from a material which is not flammable or shall be treated with a flame-retardant solution or an approved process.
- I. Exit doors, exit lights, fire alarm pulls, standpipe hose cabinets and fire extinguisher(s) shall not be concealed or obstructed.
- J. Candle and other open flame devices shall be approved by permit.

### **CHILDREN**

Children must be supervised during all events. They must be restricted to leased areas only. Because more than one function can occur simultaneously in this facility, children cannot have open access to other areas.

### **ANIMALS AND PETS**

No animals or pets are permitted in the Civic Center except as an approved exhibit, activity, or performance legitimately requiring the use of animals. Seeing eye dogs are **exempt**. Animals that will be part of an event must be contained in leased area at all times. Of course, they may be escorted outside occasionally, under leash control, for "nature calls". Provisions must be provided for their safety, and the prevention of damage to the facility. Cleanliness is expected and catch pans must be used under all cages.

## **II. CATERING AND CONCESSIONS**

### **CATERING - FOOD**

A lessee shall not cater nor have catered any food on the premises without prior approval of the Manager. Our Approved Caterers List will enable you to choose a caterer who has been approved to cater at the Abilene Civic Center. If you wish to use a caterer who is not currently on our list, please contact the Manager to learn how they may be added. When catering privileges are approved the fee shall be 10% of the gross sales without dishes and 12% of the gross sales with use of dishes.

### **CATERING - LIQUOR**

Any usage of alcohol must go through the contracted Beverage Caterer for the Abilene Civic Center. All alcohol must be provided and served through the vendor under contract with the Abilene Civic Center.

### **CONCESSIONS - FOOD/DRINK AND SOUVENIRS**

Concessions - All concession rights and privileges shall be retained by the Civic Center under operational control and supervision of Civic Abilene, Inc. The Manager may grant concession privileges to any activity. In such cases, Civic Abilene, Inc., shall receive 20% of the gross sales. When the Lessee sells printed programs, souvenirs, records, books, tapes, CD's, etc., Civic Abilene, Inc. shall receive 20% of gross sales.

## **III. SPECIAL SERVICES AND EQUIPMENT**

### **EVENT PERSONNEL**

Prior to your event, our Event Coordinator will assist you in planning the layout of the room(s) that you will be utilizing. Changes in set-up of room(s) after the approved floor plan has been set may incur additional reset fees. Civic Center Attendants are readily available to answer any questions you might have during the move-in/move-out of your event. You will be issued a 2-way radio (or more as available) so that you can stay in constant contact with the crew.

### **RENTAL OF EQUIPMENT**

All leasable equipment is noted on your Equipment Rental List.

### **TELEPHONE SERVICE**

If Southwestern Bell dedicated toll call lines are required, there is one line available at a \$50/day charge in each of the following areas: Conference Center Rooms 1, 2, 3, and 4, Exhibit Hall, Upstairs Conference Room, Backstage, and Auditorium North Concession Stand. If more than one line is required or lines are required in a facility location other than those mentioned above, it is the responsibility of the Lessee to arrange with Southwestern Bell, 1-800-499-7928 for installation on move-in date. If installation is required prior to move-in date, please check with the Civic Center office as to room availability for such installation. It is also the responsibility of the Lessee to arrange for disconnection of service.

Pay phones are readily available.

### **MESSAGES**

Messages can be taken in the Main Office of the Civic Center, but it is the responsibility of the Lessee to check for them periodically at the message center. Of course, in the case of an emergency, messages will be delivered.

### **COMPUTER USAGE**

BitStreet Internet can provide IP connectivity at the Abilene Civic Center through a shared DSL or better connection.

#### **IP Connection Package**

- BitStreet will provide a 10-base T Ethernet cable to any location in the exhibition areas of the Abilene Civic Center.
- If the exhibitor wishes to distribute the bandwidth over a small Local Area Network, the exhibitor is responsible for the hub, patch cables, and any other hardware necessary to connect their equipment to a 10-base T connection.
- With advance notice, BitStreet Internet is willing to provide any additional equipment. Fees will vary depending upon needs.
- BitStreet Internet will also provide the necessary IP addresses to each exhibitor in the IP Connection Package.
- BitStreet Internet will provide onsite personnel during the first two hours of any contracted event to handle problems.
- BitStreet Internet will provide 24-hour telephone, page, and contact information.
- BitStreet Internet will recommend corrective actions to resolve verified problems.

**BitStreet Internet**  
1-325-675-6850  
1-800-748-9784

### **CLERICAL SUPPORT**

Clerical support is not a direct service of the Civic Center, but in the case of assisting with photocopies or facsimiles, the Administration Office will be happy to assist for a small fee, (please refer to your Equipment Rental List). Office supplies are not provided by the Civic Center.

### **RECREATIONAL VEHICLE (RV) HOOKUPS**

For a fee, recreational vehicles can be parked at the Civic Center during the contracted hours of an event. Because only a limited number of RV electric hookups exist, service will be allotted on a "First Come" basis. Recreational vehicles and/or trailers may park on the West parking lot only by approval of the Manager.

### **FREIGHT DELIVERIES**

You will need to contact the Civic Center Manager if materials need to be shipped to the Civic Center in advance of your event. The Civic Center cannot accept responsibility for damage or loss. Security of items shipped in advance or displayed during events must be arranged by the Lessee. The Civic Center does not arrange return shipping of any items left after an event; the Lessee must arrange for pickup.

### **STORAGE**

Due to limited storage areas, any patron needing to store items should check with Civic Center Personnel. We will accommodate on an "As Available" basis. **Under no circumstances**, are non-food items allowed to be stored in Kitchen Areas.

### **EVENT PROPERTY/DECORATIONS**

It is the responsibility of the Lessee to remove all event related items (i.e. electronic equipment, banners, decorations, etc.) at the end of the event. The Civic Center **will not** be responsible for any items left.

The Lessee or Lessee's contracted decorator will be responsible for the removal of all tape residue marks on the Exhibit Hall floor. The Civic Center recommends the use of residue resistant tape. **Under no circumstances** is the Lessee or the Lessee's contracted decorator to use tape of any type on the terrazzo floors in the Conference Center Lobby or the Foyer.

Hanging of all decorations, signs, banners, etc., must be approved by the Operations Manager.

Under no circumstances is the Lessee, Lessee's decorator or exhibitors to use staples, pins, tacks, nails, glue, tape, etc., on Civic Center walls or equipment, (i.e. tables, chairs, staging, booth drapes, tableskirting, etc.). Any expense incurred by the facility for repair or replacement will be charged to the Lessee at the prevailing rate as stated in "Damage to Premises", as described on page three.

### **KEYS**

All keys required by a Lessee during an event will be subject to a key deposit of \$10.00. Requests for keys should be made with the Manager, and must be returned on the last day of the event. Lessee **will be responsible** for ensuring leased area and contents are secured at all times. By acceptance of a key to leased area, the Lessee accepts **full responsibility** for the leased area and its contents.

### **JANITORIAL SERVICE**

Event Attendants will provide trash cans (with liners) for easy maintenance of your event area. These cans will be checked during the course of large events, and replaced as needed. The Lessee is responsible for removal of all bulk trash, crates, lumber and packing materials prior to show opening and following move out. Any expense incurred by the facility for the removal of the above mentioned items will be charged to the Lessee at the prevailing rate.

Caterers are responsible for cleaning away and disposing of related debris after an event. Any expense incurred by the facility for the removal of the above mentioned items will be charged to the Caterer at the prevailing rate.

#### **IV. FACILITY AND GROUNDS USAGE**

The Civic Center staff takes pride in providing you the best service possible for your event. All considerations are made in an effort to ensure its success. Listed below are a few of these considerations that will enable accurate planning and production of your event.

##### **PLANNING SETUPS (FLOOR PLANS)**

Our Event Personnel will assist you with all arrangements for the setup of your event. They can help you plan how you want your room arranged. All efforts will be made to ensure details are not overlooked.

##### **RAMPS AND OVERHEAD DOORS**

For easy access to the building (Exhibit Hall and Conference Center) for loading in or out, there are ramps and overhead doors on the West side of the facility.

##### **VEHICLES ON DISPLAY**

Vehicles of any type exhibited in the Conference Center Area must be transported and displayed on plastic at all times. It is the responsibility of the Lessee to provide the plastic. **Under no circumstances** is the Lessee, Lessee's decorator or Exhibitors to use "Armor All" or any other type of product of this nature, inside the facility.

##### **OUTSIDE ACTIVITIES**

Exhibit space outside of the building must be arranged at the time of booking your event. Outside activities must be approved by the Civic Center Manager and the City of Abilene. This includes all grounds and parking lots.

##### **PARKING**

The Civic Center provides free parking for all events. There is an abundance of parking spaces available on the North and South sides of the facility, with adequate handicapped parking available on the North and South sides. Parking is not permitted in fire lanes, sidewalks, entrances/walkways or on grassy areas.

#### **V. ADVERTISING**

##### **MARQUEE**

The Civic Center has an electronic marquee for your advertising purposes. City ordinances prohibit the use of portable marquees or signs for your event. All of this exposure is "free", but it is up to you to provide the necessary information in a timely manner. Please contact the Civic Center office if you are interested in listing your event (325)676-6211.

##### **PUBLIC BULLETIN BOARD**

If you will provide a flier, it can be posted in on our message centers in the Foyer and Conference Center Lobby. No fliers or signs are to be displayed in any other area of the facility.

##### **CALENDAR OF EVENTS**

Each month the Civic Center publishes and distributes a Calendar of Events. These calendars are distributed to many area businesses and households via a mailing list and special requests. Calendars are also posted in the Municipal Building. All of this exposure is free of charge, but it is up to the event sponsor to contact the Civic Center Office, (325)676-6211, to provide the necessary information in a timely manner.