



John D. Windham Civic Center

We are pleased you have chosen the John D. Windham Civic Center (WCC) for your event. Our staff is committed to providing you with quality service. We understand if your event is successful, then we have been successful. Our goal is to do as much as possible to assist you.

If you have any questions about any of the items covered in this manual, please contact the WCC staff. They will be able to handle your inquiry quickly and efficiently.

The following are the operational policies of the Windham Civic Center. We hope this guide will answer questions, provide timelines, and inform you of our operating policies. We realize each event is unique and you may have specific questions and challenges during the planning process. Please ask us about any concern you may have. The staff will also answer any questions you may have about the facility.

We welcome the opportunity to work with you on your event.

ADVERTISEMENTS . . . Lessee shall not circulate advertisement, tickets, or any other written material in or on the Civic Center grounds, including the parking lot area, without written permission from the Director of the Windham Civic Center. (See Banners.)

ALCOHOL POLICY . . . No alcohol may be served or consumed at City facilities unless stipulated in the Lessee's contract. The presence of alcohol at any event will require security officers (Center Police Officers). The Lessee will be responsible for the fees to cover the security officers for the event.

The Lessee will be responsible for any liability issues arising as a result of allowing alcohol consumption. **At NO time shall alcohol be served to individuals younger than twenty-one years of age.** Any violation of this rule (State Law) will result in the immediate closure of the event, loss of payments paid or due, and lawful action will be taken.

If alcohol is found at a non-alcoholic event, one warning will be issued. A second violation can result in the immediate closure of the event and all monies paid or due, including the damage deposit, will be forfeited. (See Security.)

Absolutely **NO ALCOHOL WILL BE ALLOWED ON THE PREMISES AT ANY EVENT HONORING A MINOR.** Any violation of this rule will result in the immediate closure of the event and forfeiture of all payments paid and due.

There are three avenues for allowing alcohol at an event. They are as follows:

1. A business or individual who possesses a license to serve alcohol may be arranged to serve the event. This license will be temporarily transferred to the Civic Center site for the duration of the event. The licensee will be responsible for the sale and serving of the alcohol.
2. Any event where a ticket must be purchased to enter the event, and includes the serving of alcohol (at no additional cost to those attending), must make provision for alcohol to also be available outside the room of the event (at no additional charge). This indicates that a purchase of the event ticket is not required for the consumption of alcohol.
3. The Lessee or those attending the event may bring their own alcohol to consume during the event only. NO direct or indirect sales of alcoholic beverages will be allowed at any BYOB event. The amount of alcohol consumed by any guest will be the responsibility of the Lessee and not the responsibility of the Civic Center. B.Y.O.B is permitted only with Lessee's permission. (See Security)

The Lessee can designate a person, of their own discretion, to pass out or pour alcohol; or they may stockpile the alcohol, allowing each person to get their own. It will be the responsibility of the Contracted Customer and/or the Designated Server for the amount of consumption that is given or supplied to any guest and to maintain the restriction of service to minors, and NOT the responsibility of the Civic Center for any liability issues.

General access to Champagne fountains or punch bowls containing alcohol is the responsibility of the Lessee in regards to the restriction of service to minors.

**NO GLASS CONTAINERS WILL BE ALLOWED FOR CONSUMPTION ANYWHERE ON THE CIVIC CENTER PROPERTY.
(No beer bottles.)**

Alcohol (as well as all other food and drink) must be kept in the room(s) rented per the Agreement. No open alcohol containers will be permitted outside the room. This includes no consumption of alcohol in the parking lot or other areas of the facility.

It will be to the discretion of the Civic Center Director to determine the amount of officers needed for any event serving Alcohol. Security will be required fifteen (15) minutes prior to start of event and will maintained thirty (30) minutes following the conclusion of the event.

ANIMALS . . . No animals will be brought into the facility, other than as required by handicapped persons, or for an event designated as an animal show without written permission from the Director of the Windham Civic Center.

AUDIO/VISUAL EQUIPMENT . . . Equipment is available on a first come, first served basis. Items used by the Client which are damaged will be billed at current replacement costs plus additional handling charges. **Any request for sound or video equipment less than 24 hours prior to the event will not be accepted.**

Control of the master sound board will be left to the WCC staff or their designee. In event of audio equipment being present in a rented room, the WCC staff will provide a preset master volume for the equipment. Any additional adjustments may be made on the equipment available in the room.

There will be no connecting to any Civic Center electrical or communication systems without permission of the Civic Center Director. Any connection or disconnection to the WCC equipment will be the responsibility of the WCC staff.

AUTOMOBILES . . . Vehicles may not be parked in the exhibit hall unless they are part of a display and comply with specified regulations. Automobiles will not be permitted inside the building unless written authorization has been given by the Civic Center Director. In the event any automobile is used for display, all fire regulations pertaining to exhibits must be strictly followed. Under carriage protection for vehicles must be used at all times. There must be less than one-quarter tank of gas in each automobile. Every battery must be disconnected once inside the building.

Gasoline/Diesel operated vehicles may not be operated inside the exhibit hall during event hours.

Vehicle cleaning using wax or Armor-all creates a very hazardous and slippery condition. Applications must be done with a pre-soaked cloth. Spray cans or bottles are not permitted.

No vehicles are permitted on the walkways or landscaped areas. Loading and unloading must be from the driveway or parking lot areas. Vehicles left unattended in fire lanes or loading areas will be towed at the owner's expense. The Center is not responsible for damage or loss of possessions.

BANNERS, POSTERS, SIGNS . . . These items are prohibited for distribution either inside or outside of the facility. No signs, fliers, or banners may be hung with adhesives or adhesive tape on inside or outside walls. All outside banners must be approved by the Director of the Windham Civic Center. (See Advertisements and Outdoor Signage.)

BOOKING POLICY . . . Events are booked into the Windham Civic Center on a first come-first served basis. Private events (i.e. wedding reception, birthday party) may be booked no more than twelve months (one year) in advance. Corporate and civic organizations may book events up to two years in advance. No event is considered booked or reserved until the reservation deposit is paid and an agreement is signed by both parties. All money involved in the event is to be paid in full a minimum of fifteen (15) days prior to the event date.

1. No person, firm, or corporation shall use any space of the Civic Center without executing a written Civic Center Agreement. No verbal agreements for the use of the Center shall be valid.

2. At no time shall a user sublease or assign its reservation to another individual, group or organization.
3. User shall be permitted to use only the area(s) specified in the Civic Center Agreement during the specified times. Events may be scheduled back to back; therefore occupancy times of use must be strictly adhered to.
4. User shall not do anything that will obstruct or interfere with the rights of the other Users.
5. The Civic Center and the premises shall be under the sole control of Civic Center management; they shall have the right to enter all rooms at any and all times during the contracted rental period.
6. No User shall have an attendance larger than the maximum occupancy load specified for the room in use by Fire Code Regulations.
7. The Center has the option to schedule other events in the building simultaneously.

The Windham Civic Center reserves the right to deny a booking for, but not limited to, the following reasons:

1. Past violations of the Civic Center Rental Contract and/or Policies.
2. Past disregard for persons or property while using the Civic Center.
3. Past conduct which is deemed to be of a disruptive manner.
4. Failure to make full payment for any and all charges connected with Lessee's use of the facility.

If (a) the Windham Civic Center or any portion thereof is destroyed or damaged by fire or other calamity so as to prevent the use of the leased premises for the purposes and during the periods specified in the lease, or (b) if the use of the leased premises by Lessee is prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the Center, then the lease will terminate. The Civic Center shall not be liable or responsible to Lessee for any damages caused thereby and Lessee waives any claim against the Civic Center and or the City for damages by reason of such termination except that any unearned portion of the rent due shall abate, or if previously paid, shall be refunded by the Civic Center to Lessee.

BUILDING DISFIGURATION . . . No holes may be drilled, cored or punched in the building. No items may be attached by nails, tacks, push pins, screws, or tape to the walls.

Painting is prohibited anywhere on the premises.

In order to secure extension cords, cables, or other items to the hard floor, only masking or painters tape may be used.

Lessee is responsible for the repair or replacement of any damage or disfiguration to the facility.

CANCELLATIONS . . . Any cancellation over thirty (30) days prior to the event will receive a full refund. Any cancellation thirty (30) days or less will lose the amount of the damage deposit. Any cancellation fifteen (15) to thirty (30) days prior to the event will receive a 50% refund of fees other than the damage deposit already paid. Any cancellation less than fifteen (15) days prior to the event will receive NO REFUND.

CATERING/FOOD . . . The Windham Civic Center Director must be advised of any event which plans to serve food. All food brought into the Civic Center (with the exception of cake) must be catered. A caterer is defined as an individual or business which has a health certificate and a tax I.D. for serving food.

The Lessee is responsible for the payment of a \$50.00 fee for bringing food into the facility. If the Lessee's Caterer satisfies their obligation of the Catering Fee (under a separate Catering Agreement), the Lessee's money will be refunded.

No Caterer or Lessee may use the kitchen unless prior reservation has been made and rental fees have been paid. The Caterer or Lessee will be responsible for the cleaning of the kitchen. All garbage must be placed in plastic bags and moved to the dumpster, spills cleaned up, and tables, chairs, and counters must be wiped clean. Cleaning supplies and bags will be provided by the Civic Center.

CHILDREN . . . Children must be supervised during all events. They must be restricted to the leased areas only. Because more than one function can occur simultaneously in the facility, children cannot have open access to other areas. Children may not be left unattended or allowed to roam the halls without adult or guardian supervision. Should this situation arise during an event, the Lessee will be asked for their cooperation in controlling the children. Children are not allowed at any time in the Kitchen.

CLEANING . . . Lessee shall leave the facility in the same clean condition in which it was prior to the event. All trash shall be removed during the event and immediately following the event to the outside dumpster. All surfaces are to be cleaned of debris including floors, tables, chairs, and counters.

The time it takes to clean the leased area is part of the event time. If more time is needed, an additional fee will be charged. (See Rental Times). Any cleaning performed by the Windham Civic Center staff will be billed to Lessee. Trash bags can be furnished by the Center. All trash receptacles must have trash bags inside them at all times.

The Windham Civic Center provides normal custodial services including set up for each event. Lessee must leave the premises in as good or better condition than that which existed prior to usage, which will include:

- a. Clearing tables of any debris or food.
- b. Taking down all decorations, removing personal belongings, equipment and supplies.
- c. Removing all debris and trash from the floor of the room(s) used.

CONCESSIONS . . . See Catering / Food.

CONFETTI . . . Throwing rice, bird seed, confetti and live rose petals, as well as the use of “silly string” and sparklers is prohibited anywhere on the Civic Center premises. Bubbles may be used inside or outside the building. The damage deposit will be lost if a violation of this policy occurs.

CONNECTING TO ANY SYSTEM . . . You must have permission from the Civic Center Director to connect to any of the facilities’ electrical or communication systems. Accessibility to equipment room and utility boxes is prohibited.

COOKING . . . The cooking of any items inside the kitchen area is prohibited. The Windham Civic Center kitchen is used as a catering food preparation area only. Cooking may be performed outside the building in the parking lot (i.e., on a trailer-contained grill). This must be requested in advance and approved by the Director of the Windham Civic Center.

No facility Lessee or his/her caterer will be allowed to use the kitchen unless a prior reservation has been made and the rental fees have been paid. Food providers are allowed to bring coffee/tea pots and chafing dishes. Facility Lessees who are unsure if an appliance is permitted in the facility should call the Windham Civic Center at (936) 598-4466 for confirmation.

CORRIDORS AND HALLWAYS . . . Corridors, lobby and hallways are common space and are not part of any leased area. They may be used only with permission from Director of the Windham Civic Center. Plants and plant material are permanent fixtures. They may only be moved for an event by the WCC staff and with permission from the Civic Center Director.

DAMAGE DEPOSIT (REFUNDABLE) . . . Lessee must furnish the City at least (30) days prior to the event a check or cash in the amount specified in the contract as damage deposit. This deposit will be refunded within thirty (30) days after the event should the facilities be returned in satisfactory condition and no additional charges accrue during the event. A check will be written to the individual, organization, or business making the initial deposit.

DECORATING . . . **No decorations will be attached in or on the building without the approval of the Lessor. Decorations or signs may not be attached by nails, tacks, push pins, screws, or tape. All decorations must be of non-flammable materials. All equipment, decorations and personal items must be removed by the end of the contract period unless prior arrangements have been made with Windham Civic Center Director.**

Lessee wishing to decorate must do so within leased time or pay the overtime charge if after hours. Decorating is possible when it does not interfere with another event. The Lessee will be allowed to decorate the leased room on the day of their event, or may pay a half-day’s rent to decorate the day prior to the event, should the leased room not be occupied.

Lessee shall not obstruct the halls or ramps of the building or premises, or the sidewalk entrances or lobby. The circular driveway is to be cleared of all vehicles immediately

after being unloaded. Lessee shall not permit any chairs or moveable seats to be or remain in the passageways, and such passageways shall be kept clear at all times.

IMPORTANT...The Windham Civic Center does not provide accessories such as tape, extension cords, scissors, utensils, staplers, etc. **ABSOLUTELY NOTHING (STAPLES, SCOTCH TAPE, NAILS, TACKS, PUSH PINS) MAY BE USED ON OR IN THE WALLS TO SET UP OR DECORATE. ALL DECORATIONS SHOULD BE FREE STANDING.**

There shall be no pyrotechnics, fog, smoke or mist machines used in the Civic Center.

Candles, lamps and other decorations with a flame are permitted in the Civic Center only if the flame is in a protective device such as a globe or hurricane glass holder. All helium balloons shall be weighted, and may not be fill filled with rice, confetti and live rose petals.

No spray painting is allowed inside the building. No direct painting or spray painting on the grass or any hard surfaces is allowed on the outside area of the building or parking lots. Any decorating prep using power tools or other un-affixed items on the outside premises must first have the approval of the Civic Center Director.

Table covers are required any time there will be food served on the tables. NO EXCEPTIONS.

DEPOSITS . . . All Civic Center rentals require a deposit of 1/2 of the rental fee plus the damage deposit to reserve the date. A deposit is required to reserve the rental and guarantees the scheduled date for an event.

DUMPSTERS . . . The Lessee is responsible for removing all trash from the building during and after the event. The trash dumpster is located behind the Civic Center to the left of the kitchen. Only trash from a Civic Center event is allowed to be placed in the dumpster.

ELECTRICAL EQUIPMENT . . . All electrical equipment must be U.L. and City of Center approved. Access to equipment rooms and utility boxes is prohibited without authorization from a facility official.

ELECTRONIC MESSAGE BOARD (MARQUEE) . . . The Windham Civic Center sign will display an announcement of the Lessee's event a maximum of seven (7) days prior to the event. Any additional announcements of the event must be approved by the Civic Center Director, and an additional charge will be required. No announcements of events outside the Windham Civic Center will be allowed.

EQUIPMENT . . . Only Civic Center personnel or authorized individuals shall be permitted to setup, breakdown, or rearrange Center-owned furniture and equipment. Lessee may not move tables, stage, or curtains before, during or after an event. No equipment may be brought in by the User without permission of the Director. The User

shall be responsible for all damages to the Civic Center's personal property during the time of the User's use.

EXHIBIT BOOTHS . . . Below are regulations that will be enforced during all events. It is requested that this information be listed in show brochures, programs and/or exhibitor packets. It is your responsibility in form your exhibitors and personnel associated with your event of these regulations.

- Holes may not be drilled, cored or punched in the building.
- No adhesive backed (Stick-on) decals or similar items may be distributed or used in the building.
- Decorations, signs, banners, etc., may not be taped, nailed, tacked, stapled, or otherwise fastened to ceiling, walls, doors, painted surfaces, or columns.
- Animals are not permitted in the building without the prior approval from the Director.
- Combustion engines may not be operated on the exhibit floor as part of an exhibit.
- No vehicles may be driven in the Facilities without prior approval from the Civic Center Director.
- Any vehicle on the show floor must have battery cables disconnected and have no more than one gallon of gasoline in the tank. All gas caps must be taped.
- Propane tanks may not exceed five (5) lbs. LPG capacity and require the Fire Marshall's approval.
- All draping materials, etc., must be flame retardant.
- All planting, fountains, etc., should have waterproof plastic materials underneath.
- All Doors of the facility must be unlocked during all open hours of the show for the safety of the patrons.
- The WCC is not responsible for the cleaning of exhibit booths.

EXHIBITOR COOKING

- Exhibitors may provide "bite size" food samples of their individual brand name products. Approved sample sizes are 2 ounces or less.
- Fire extinguishers must be present in all cooking booths.
- Fire hose cabinets, fire pull stations, aisle ways and exits may not be blocked or obstructed.
- Covered displays exceeding 300 square feet must meet specific regulations.
- Open flames are not permitted in the facility.
- Toxic or hazardous materials are subject to immediate removal if the required information is not received and Fire Marshal instructions are not followed.

Where the use of vegetable or animal oils or fats will be used, it is required that at least one (1) 2.5 gallon (6L) "Type K" fire extinguisher with current inspection date tag be available.

EXIT DOORS / AISLE SPACES . . . A ten (10) foot clearance space on both sides (egress and ingress) of each entry way with no physical obstructions must be maintained at all times. All Exit Doors must remain unlocked during all event hours. Aisle space must be a minimum of five (5) feet.

EVENT ACCESSIBILITY . . . The Windham Civic Center staff must have complete accessibility to all meeting areas, kitchen areas, corridors and hallways before, during, and after all events. (The Civic Center Director must authorize in writing any exclusivity to an area.)

FEES . . . Full Payment is required at least thirty (30) days prior to any event. Bank Draft, Money Orders, Cashier's Check, Personal or Corporate Checks, or Cash will be accepted for payment.

FIRE SAFETY . . . All fire exits and aisles must be clear and unobstructed at all times. Candles, lamps and other decorations with a flame are permitted only if the flame is in a protective device such as a globe or hurricane glass holder. No exposed flame will be permitted. Certain materials such as foams, films and plastics may not be permitted because of their flammability. Please consult Civic Center Management before application of plastics is planned.

Due to fire issues please consult Civic Center Management regarding the use of any decorating materials.

The City of Center reserves the right to inspect the premises for fire hazards. Any circumstance which the fire department deems to pose a potential threat to safety can be closed to the public. The Lessee will not be released from the responsibility of their contract if they have blatantly disregarded fire safety rules.

1. Fire extinguishers must be visible and accessible at all times.
2. Exit signs and/or emergency light must remain visible and accessible at all times.
3. Extension cords must be UL rated heavy-duty cords of sufficient size to accommodate electrical load. Cords may not be placed under carpets or in high traffic areas where they may be subject to physical damage or become trip hazards to patrons. Such cords/cables must be taped to the floor. **NO DUCT, PACKING OR GAFFERS TAPE MAY BE USED ON ANY FLOOR OR FURNITURE AT ANY TIME.**
4. Fireworks are prohibited.
5. The fire lanes around the Civic Center shall not be obstructed at any time.
6. Decorations must be taken down in a timely manner by the Lessee after the event is held.
7. Liquid or gas fueled vehicles, boats, or other motor craft shall not be located indoors except as follows:
 - a. Batteries are disconnected.
 - b. Fuel in fuel tanks does not exceed one gallon.
 - c. Fuel tanks and fill openings are closed and sealed to prevent tampering.
 - d. Vehicles, boats, or other motor craft equipment are not fueled or defueled within the Center.

FIRST AID . . . At the discretion of the Civic Center Director, Lessee may be required to provide certified First Aid personnel during the leased term of an event. Lessee assumes total responsibility for the qualifications and actions of these first aid personnel. **NOTE: Any accidents or incidents requiring first aid treatment must have a written report and a copy filed with Windham Civic Center before close of the business day.**

FLAMMABLE LIQUIDS . . . Flammable Liquids such as, but not limited to, gasoline, kerosene, bottled gas and oil are not permitted inside the facilities of the Center Civic Center. All such materials, including materials under high pressure, are prohibited unless approved in writing by the Civic Center Director and / or the Center Fire Department.

FLOOR PLANS (DIAGRAMS) . . . A diagram/floor plan must be submitted and approved, allowing adequate aisle space required by the Center Fire Marshal (5 feet minimum), at least thirty (30) days prior to the first day of set-up. Floor plans must be drawn as close to scale as possible and with service contractor equipment, aisle widths, primary entrance, concession area(s) and meeting areas(s) on show floor or activity rooms indicated.

All Windham Civic Center equipment not secured by contract is available on a first-served basis, contingent upon the date of receipt of the setup diagram. Failure to have the setup diagram/floor plan as required absolves the Lessor of the responsibility to have adequate personnel scheduled for setup. Due to allocation of equipment and manpower, only minor changes can be made regarding the original diagram/floor plan once it is received by the Lessor. Requests for major changes in the setup may be subject to additional fees as outlined in the rental contract. Diagrams/floor plans are subject to approval of the Civic Center Director and or the Fire Marshal.

In the event that the Civic Center does not have an adequate number of tables, chairs, or other personal property suitable to the proposed User, such property shall be rented by the User at their own expense. The City of Center shall not be in any manner responsible for such property as may be rented by the User. Property rented at the User's expense must be removed from the premise immediately after each event. A storage fee may be charged.

FIRE ALARMS . . . A False Alarm is a felony. This will result in the loss of the full damage deposit. The Fire Department, Police Department and other emergency personal will be called to the Civic Center and the Civic Center will be evacuated until the Fire Department gives the "all clear" and it is safe to return to the building.

FOG & SMOKE MACHINES . . . Fog and smoke machines are not allowed to be used in the Windham Civic Center. Exceptions to this policy are made on a case-by-case basis, with notification prior to the event.

FREIGHT . . . All pre-event freight must be signed for by the Lessee or their designated person. Lessee or designated person must send all post-event freight out of the Civic Center. Any freight left in the leased space after the leased time will be stored by the Civic Center Staff and be charged a storage fee. The Windham Civic Center will not be held liable for any pre- or post- event freight.

FURNITURE . . . Furniture belonging to the Windham Civic Center is made available for use during the Lessee's event. The Lessee and their guests are restricted from moving furniture before, during and after an event. Since the event layout is pre-approved, the room will be setup as designated. Any changes should be brought to the attention of the Civic Center staff. In turn, the Civic Center staff may not be asked to move the Lessee's belongings.

The guests of an event are restricted from sitting or standing on any table in the facility. For safety, tables that are unfolded may not be stacked upon one another.

Any Civic Center Property and Equipment shall not be removed from the facility without the approval of the City Manager.

GIFTS . . . Gifts to the Civic Center in the form of materials, equipment, money or other items of value are welcome and may be accepted with the following stipulations:

- a) All gifts shall be approved and accepted by the Civic Center Director, City Council or the City Manager.
- b) All gifts become the property of the Windham Civic Center and the City of Center for use only at the Windham Civic Center.

The Civic Center Director reserves the right to decide the conditions of display, housing, use, and fees to be charged, and access to donated gifts with the approval of the City Manager.

GLASS CONTAINERS . . . NO glass containers will be allowed for consumption inside the Windham Civic Center facilities. (See Alcohol.)

GUN SHOW POLICY . . . Firearms and handguns are prohibited in all areas of the Windham Civic Center except by specific permission from the Windham Civic Center Director. Exhibitors displaying approved firearms must comply with all federal, state and local laws governing the possession and/or sale of such. Firearms may not be loaded or fired on the interior or exterior of the Center, including parking areas.

Individuals possessing a firearm or handgun must leave the premises immediately upon exiting the Gun Show. Trigger mechanisms must be secured with tie wraps or similar devices. All weapons must be checked at the door before entering and again when exiting the building. This policy does not apply to licensed peace officers or individuals licensed under Article 2.122 of the Texas Code of Criminal Procedure.

Uniformed police officers will be required to be present during hours of operation of Gun Show, the number of officers to be determined by the Civic Center Director. Any other arrangements or considerations for these events must have the prior approval of the Civic Center Director.

HANGING AND CEILING RIGGING . . . Nothing may be hung, attached to or suspended from any part of the building without the express written consent of the Director of the Windham Civic Center.

HELIUM BALLOONS . . . Helium balloons may not be distributed or sold inside the facility. With the prior approval of the Civic Center Director, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason within the facility, a charge for the removal of the balloons will be assessed to the Lessee.

HOLIDAYS . . . Events may be booked for any day of the calendar. Booking an event on a date considered a national holiday (New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas

Day) is permissible. However, the rate for renting any part of the facility on these dates will be 1.5 times the normal rate. This includes the damage deposit and all other fees.

HOURS OF OPERATION . . . Windham Civic Center is staffed from 9:00 a.m. to 4:00 p.m. Monday through Friday and during events (excluding holidays). The Windham Civic Center CLOSSES at midnight (12:00 a.m.). Any event operating (including cleanup time) after midnight will be charged \$75.00 per hour (for any portion of the hour). Should this circumstance occur during the event, this fee will be withheld from the damage deposit refund. Access to the building prior to 9:00 a.m. for events or setup is available only by pre-arrangement. Deliveries and pickups by a rental company must be communicated to the Civic Center Staff in advance.

INSURANCE REQUIREMENTS . . . If the Director of the Windham Civic Center determines a possible need for insurance due to the number of participants or the activity of an event, the Lessee will provide or see that there is provided to the Windham Civic Center management a certificate of insurance proving that the Lessee has in force and effect insurance as follows (all of which shall show the City of Center as additionally insured):

- A. Workers' compensation insurance as required by law;
- B. Employer's liability insurance in an aggregate amount of not less than \$100,000.00 Each Accident \$500,000.00 Disease-policy Limit \$100,000.00 Disease-each Employee
- C. Texas and/or all state's endorsement attached
- D. Comprehensive general liability insurance, including products and liquor liability with not less than the following limits:
\$1,000,000.00 General Aggregate \$1,000,000.00 Products/completed Operations Aggregate \$ 500,000.00 Each Occurrence Limit \$ 50,000.00 Fire Legal Liability \$ 5,000.00 Premises Medical Payments
- E. Automobile liability insurance with limits of not less than: \$500,000.00 combined single limit.
- F. An umbrella liability insurance policy with limits of at least \$1,000,000.00 excess of the primary policies.

KEYS . . . The Civic Center will not provide the Lessee with keys to any rented spaces. A staff member of the facility will be on site at all times during an event, in addition to the time for setting up and cleaning following the event.

KITCHEN . . . Lessee must lease the kitchen, either for their own use, or for use by their caterer. Any food brought into the building must be catered (with the exception of a birthday/wedding cake).

The Lessee will be charged a \$100.00 fee for bringing any food into the facility. The caterer is expected to pay a fee of 10% or \$100.00, whichever is greater, of the event's food bill as a kitchen use fee. Should the caterer fulfill this obligation, the Lessee will be refunded the kitchen fee already paid.

The kitchen is a caterer's kitchen not a cooking kitchen. **NO GAS OR FIRE IS ALLOWED INSIDE THE CIVIC CENTER KITCHEN.**

Only the Caterer and their staff, or designated people connected with the event (should they not use a caterer) will be allowed in the kitchen. Absolutely **NO CHILDREN** under

the age of 12 will be allowed in the kitchen. Lessee will be responsible for cleaning the kitchen after their event, should the Caterer fail to do so.

LIGHTS . . . At no time during an event are the lights to be completely turned out due to safety concerns unless authorized by the Civic Center Director or his/her representative. Permission must be obtained prior to turning off the lights for the display of a DJ's light effects. Fog and/or smoke machines are not allowed in the facility.

LOBBY . . . (See Corridors and Hallways)

LOST / DAMAGED ARTICLES . . . All items that are left after an event will be kept in the Windham Civic Center office area for a period of one (1) week. The City of Center will not be responsible for these items in any way. The City of Center is not responsible for vehicle damage or theft.

MARQUEE . . . Only events scheduled for the Windham Civic Center will be announced on the marquee. Information must be turned in seven (7) days prior to an event. In the case of multiple events at the WCC, the marquee must be shared by the various events.

MODESTY . . . Everyone involved in or attending an event at the Civic Center will remain fully clothed at all times. In no case will anyone on the property display any nudity.

The city will not rent the civic center for the use of any activity of a sexually-oriented nature which includes nude or seminude male or female dancers, tee-shirt contests or wet tee-shirt contests. Any questionable behavior during an event will cause the Director or staff to close the event immediately, and all deposits will be forfeited.

MUSIC FRANCHISE FEE . . . Lessee is responsible for paying any fees directly to ASCAP/BMI.

OUTDOOR SIGNAGE . . . All outdoor signage, including but not limited to banners, balloons and inflatable devices must be approved by the Civic Center Director. These signs may be installed three (3) days prior to the event, and must be removed the day following the event. (See Banners and Advertisements.)

PARKING LOT . . . The Civic Center parking lot may not be used for commercial exhibits, displays, promotions, etc. without the express written consent of the Civic Center Director. If permission is granted the Lessee must not drill, bore and/or punch any type of hole in the surface of the parking lot. Lessee will also leave the parking lot area clean and all trash removed to the dumpster. Any damage to the landscaping in and around the Civic Center and parking lots will be replaced at the expense of the Lessee. No vehicles are allowed in or on the grassy areas around the Civic Center without the written permission from the Civic Center Director.

The parking lot may not be used as the primary location for an event without leasing all of the building for the day(s) involved.

PERMITS / PERMISSION . . . It is the ultimate responsibility of the Lessee to obtain the necessary permits / permission for their event. That includes, but is not limited to, health permits, pyrotechnics, music licensing, etc.

PHONE LINE . . . Special telephone lines for credit card machines are available for an additional fee.

PORTABLE WALLS / FREIGHT DOORS . . . Windham Civic Center personnel are solely authorized to move portable walls, open and close freight doors, change thermostat settings or unlock doors. Lessee must provide written notice in advance of the time these items are to be utilized. Only requests by the Lessee of an event will be considered in making adjustments to the thermostat(s) for an event.

RECREATIONAL VEHICLE PARKING . . . RV parking will be permitted only to the Lessee of an event and will be limited to twenty-four (24) hours or the period of the event. Recreation vehicles must remain on the parking lot surface at all times.

REFUSAL TO RENT . . . The Civic Center Director reserves the right to refuse any individual or group the privilege of using the facilities due to abuse of any facility policies. The Civic Center Director may refuse to lease Civic Center facilities to any person, group or organization for the following reasons:

- a) Past violations of the Carthage Civic Center Rental Contract and/or policies.
- b) Past disregard for persons or property while using the Civic Center.
- c) Past conduct which is deemed to be of an inappropriate manner.
- d) Failure to make full payment for any and all charges connected with Renters use of the facility.

Lessee, individually and as authorized representative of the group, agrees to indemnify, defend, and hold the City of Center and the Windham Civic Center harmless from any loss, attorney's fees, court and other costs, or claims arising out of use or operations at the facility. Lessee shall indemnify, hold harmless and defend the City of Center and the Windham Civic Center from and against all claims including negligence, damages, injuries to person, and expenses, including but not limited to attorney's fees arising out of or resulting from or alleged to have been sustained in conjunction with actions based in whole or part on alleged negligence.

REFUNDS . . . All refunds of a damage deposit will be mailed to the Lessee within thirty (30) days after the event, should the facilities be returned in satisfactory condition and no additional charges accrued during the event.

RENTAL AGREEMENT AND TIMES . . . All rates are based on a full day of use, with the exception of the Executive Board Room and the Lobby. (See Rental Rates and Fees). All events end at midnight. Additional time may be purchased for \$50.00 per hour for rental and must be paid in advance. (No money can be paid during the event to extend the event's hours.)

No event can go past 12:00 a.m. without the written consent of the Director of the Windham Civic Center. The ending time of any event includes the time for cleaning.

Reservations must be made in person, by an adult at least 21 years of age. All persons signing the facility rental contract shall be liable and responsible for any damages and injuries that occur during the rental period. No person, firm, or corporation shall use any space or facilities at the Windham Civic Center without completing a Facility Contract.

The Lessee is required to notify the Civic Center staff at any time they are entering or leaving the building. This includes the event itself.

ROOM SET FEE . . . Each room rental fee will include one room set per event. This will be confirmed a minimum of seven (7) days prior to the event, with the Lessee signing a copy of the layout drawing. Each change to the room set less than 48 hours prior to the event will cost an additional \$100.00. Minor adjustments to a set will be judged on a case-by-case basis.

SECURITY . . . The Windham Civic Center Director reserves the right to determine if police security is required during a scheduled activity. All security used in the facility will be acquired through the Center Police Department and will be the financial responsibility of the Lessee.

Any event serving or consuming alcoholic beverages is required to have security. Any non-alcoholic event will have security determined by the Windham Civic Center Director. The Civic Center Director, along with the Center Police Department, will determine the number of officers, the hours and duties of the officers.

The Lessee is responsible for this expense and will pay the Civic Center in advance of the event. Security is required to be present **fifteen (15) minutes** prior to the event, and remain on duty for thirty (30) minutes following the event.

Some events may be subject to additional security as determined by the Director.

SMOKING/TOBACCO . . . THE WINDHAM CIVIC CENTER IS A TOBACCO-FREE FACILITY. Smoking is permitted outside the building only in designated areas. Currently the only designated area for this facility is on the front porch, near the cigarette receptacles. Any violation of using tobacco in the facility will cause the forfeiture of the entire amount of the damage deposit. Any additional damage or required cleaning will be charged to the Lessee. No smoking is allowed behind the facility. **NO USE OF ANY OTHER TOBACCO PRODUCTS IS PERMITTED IN THE FACILITY. The use of electronic cigarettes in the building is also prohibited.**

SOUND LEVELS . . . Due to the fact that the Civic Center may have multiple events taking place at the same time, it will be necessary to control the sound levels of the event. The Windham Civic Center Director or their authorized representative shall have the final say concerning volume levels at any event in the Civic Center.

Consideration must be given to simultaneous events, as well as the safety of the guests at an event and the respect of the community living in close proximity to the facility. It is necessary that the sound level of an event will not infringe on other events in the facility, nor disturb the peace of the surrounding community. The acceptable limit for

sound in a room is 95 db. Sound levels may be required to lower after 10:00 p.m. out of consideration for neighbors.

Events that plan on using a band or DJ will need to notify the Civic Center staff. No Fog machines may be used inside the Civic Center.

STORAGE . . . Lessee may not store equipment of any kind in or on the grounds without written permission from the Director of the Windham Civic Center.

TABLE COVERS . . . Table covers are required for all events on tables where food is served or eaten. NO EXCEPTIONS.

TELEPHONES . . . Telephones located in the offices will not be available for public use. There is a phone line available, which is an additional fee. The actual phone used on this line must be provided by the Client. A QualCom (conference call) phone is available in the Board Room for rent (in the building only).

TEMPERATURE CONTROL . . . Room temperature will be preset by the Civic Center staff. If an adjustment is necessary during the event, the Lessee or their designated contact person should notify a staff member. No action will be taken from general comments regarding heating or cooling.

TICKETS . . . Lessee is responsible for furnishing all tickets and for advance and performance date sale of tickets. Lessee shall not, under any circumstances, print or sell more tickets for any one performance than there are seats available.

VIOLATIONS OF THE CENTER CIVIC CENTER POLICIES . . .

1. The Civic Center Director reserves the right to refuse any individual or group the privilege of using the facilities due to abuse of any facility policies.
2. The Lessee who abuses facility policies will be subject to losing their damage deposit. The Lessee may also be subject to paying other assessed fees associated with the damage incurred to the City of Center property and may be denied further use of the facility.
3. The Lessee shall comply with all laws: federal, state, and local. This includes the City of Center Police and Fire Departments. Failure to comply with any and all policies will result in loss of damage deposit and/or cancellation of contract.
4. Returned Check Policy - Any returned checks on a damage deposit or rental fee will result in a \$20 service fee (this fee is subject to change without notice).