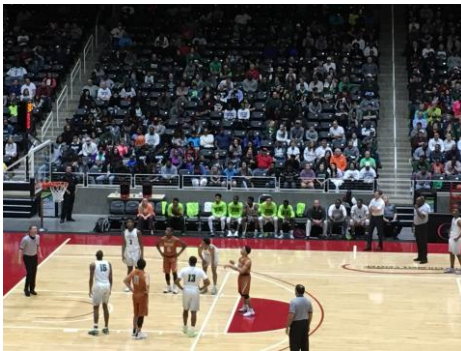




CURTIS CULWELL CENTER



EVENT SERVICES HANDBOOK

POLICIES & PROCEDURES

CURTIS CULWELL CENTER

POLICIES & PROCEDURES

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Revised January 21, 2015
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**Curtis Culwell Center
4999 Naaman Forest Blvd.
Garland, Texas 75040**

Phone: 972-487-4700 Fax: 972-487-4774

Foreword

Mission Statement

The Curtis Culwell Center incorporates and enhances the overall Mission of the Garland Independent School District while being the premier meeting, convention, and entertainment venue for the communities of Garland, Rowlett, Sachse, and northeast Dallas County.

This facility expands opportunities for education, fine arts, and entertainment while operating at all times in a professional manner offering the citizens of the communities the highest value of service possible.

The Facilities

The Curtis Culwell Center is a beautiful state-of-the-art multi-purpose facility, located near George Bush Turnpike between North Garland Avenue and Brand Road directly adjacent to Naaman Forest High School, and the Gilbreath-Redd Career and Technical Center.

The Curtis Culwell Center, boasting over 190,000 square feet of space, welcomes district and community events of all kinds including graduations, sports events, concerts, teacher in-service activities, national and regional tournaments, banquets, weddings, corporate training, meetings, trade shows, world-renowned performances, and a myriad of other public and private events. Senior management at the center has over 20 years of experience in similar venues. The facility hosts several hundred events a year.

The facility is designed by one of the nation’s leading architectural firms, HKS, Inc. The firm has been responsible for the design of many of the Metroplex’s most visible sports and entertainment venues including American Airlines Center, The Ballpark at Arlington, Bass Performing Arts Center, the Dr Pepper Ballpark, and the Frisco Dr Pepper Stars Center.

The Curtis Culwell Center, with over 1,700 adjacent, well lit, and secure parking spaces, includes an arena and a conference center, two distinct but connected components.

The arena is complete with 6,860 fixed bowl seats and 17,085 sq. ft. of arena floor space. The arena can be configured for both a full-house and half-house set-up. A 13’ x 22’ big screen HD video board is located on the South arena wall.

Board Approved June 30, 2005
Revised July 31, 2012
Revised January 21, 2015
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The upper concourse of the arena has over 18,000 square feet of area with windows all along the north wall giving patrons a spectacular panoramic view and includes 6 arena view suites as well as two large hospitality suites. The hospitality suites contain over 3,200 square feet of space overlooking the arena floor atop the end center of the upper concourse. Large parties can enjoy their own private catered function while enjoying an event in an elegant glass-enclosed room complete with monitors, as well as cable TV, internet, and voice connections.

The conference center, containing over 18,000 square feet of configurable space, includes the grand ballroom, two large meeting rooms of over 1,000 square feet each, and a lecture hall.

The grand ballroom has over 8,000 square feet and can seat over 400 for banquets. This space can be split into as many as seven different rooms. State-of-the-art technology includes large hideaway screens as well as three drop-down projectors in the ceiling and ample electrical, telephone, data, and internet drops.

The lecture hall is designed to accommodate over 120 guests in a tiered theater-seating format. The seats are equipped with permanent classroom tables that are wired for voice or data access. A permanent projection screen and overhead LCD projector are available to users of this space. The configuration of this space is appropriate for training sessions, lectures, presentations, meetings, and other similar functions.

The Market

Within 25 miles of the Curtis Culwell Center, the population is approximately 2.9 million, representing 78 percent of the population of the Dallas Metroplex. The Curtis Culwell Center currently draws from this area for external, market-driven events such as concerts, family shows, consumer shows, and various corporate and private functions. One-fourth of households within 10 miles of the center have annual incomes that exceed \$100,000. Corporations from the Metroplex play a significant role in the overall success of the center by hosting meetings, conferences, and conventions.

The Curtis Culwell Center serves as a resource to the Garland Independent School District (GISD) for various events including graduations, sporting events, meetings, banquets, retreats, etc. GISD is one of the largest school districts in the state of Texas and the Metroplex, serving over 57,000 students and employing more than 7,500 employees.

EVENT SERVICES HANDBOOK

Policies and Procedures

I. GENERAL POLICY

- 1.01 The Garland Independent School District (GISD), P.O. Box 469026, Garland, TX 75046-9026, makes the Curtis Culwell Center available, on a non-discriminatory basis to GISD departments, to all groups of citizens, non-profit organizations, for-profit organizations, and visitors for the purposes and uses that are in keeping with the nature and stature of the facility. The requirements contained herein are intended to implement such policy while providing necessary safeguards to protect the facility and its furnishings.
- 1.02 Use of space at the Curtis Culwell Center shall be allowed after an applicant has filed an application for the use intended and is approved by the Sales Manager. Upon approval of the application, the Sales Department will issue a Lease Agreement.
- 1.03 The Curtis Culwell Center will not, because of an applicant's ethnicity, religion, sex, or national origin, refuse an application or impose an unreasonable burden as outlined in the *State of Texas Civil Practices and Remedies Code*. However, the Director may impose additional conditions for use of the Curtis Culwell Center as may be necessary to ensure compliance with the purposes of these policies, or preserve the property under the control of the Director for the uses to which the facility is intended and dedicated.
- 1.04 No space in the Curtis Culwell Center shall be approved for use to any applicant that is not in compliance with the requirements of all applicable local, federal, or state statutes, rules, or regulations. Further, applicants must meet all requirements prohibiting discrimination on the basis of race, religion, color, sex, national origin, physical or mental disability, age, or other classification as applicable. Further, any Lessee conducting an event open to the public, or for which there is an admission paid, shall not discriminate against any person, directly or indirectly display, circulate, or publicize or mail any advertisement, notice or communication which states or implies that any facility or service shall be refused or restricted because of race, sex, color, religion, ancestry, national origin, or physical challenge.
- 1.05 Presentations or productions that are, in the judgment of the Director, not in harmony with the goals and purposes of the Center, cause damage or may potentially damage the property, fixtures, or equipment are prohibited. Applicants who have been found to have damaged other spaces shall be denied use.

1.06 The Curtis Culwell Center shall practice the same site based management principles as set forth in other facilities. The Director or his designee shall be in charge of the building at all times and be the authority in administering the *Policies and Procedures* outlined in this handbook, the *Box Office Procedures Manual*, and the *Catering Rules and Regulations*. The Event Services Manager shall assign an Event Coordinator to each event. The Event Coordinator shall be considered the "Manager on Duty" for any event and be the authority to all event staff (including box office, security, concessions, caterers, ticket takers, ticket sellers, ushers, will-call attendants, etc.) and will ensure that all approved provisions as per the Lease Agreement are completely fulfilled by both the Curtis Culwell Center and the Lessee, and administer these *Policies and Procedures* in the absence of the Director. The Lessee or its agent(s), representatives, employees, staff, etc., as well as patrons attending an event, are expected to abide by any direction given by the Event Coordinator or other facility staff working under the Event Coordinator. The Event Coordinator shall have final authority and decisions to all safety and building code issues as well as including capacities, evacuations, etc. No Lessee or any GISD official OTHER THAN THE Superintendent of Schools or designee, may override or interfere with any action made by the Director or the Event Coordinator during an event in regards to (1) safety and building code issues including capacities, evacuations, etc.; (2) administering these *Policies and Procedures*, *Box Office Procedures Manual*, and the *Catering Rules and Regulations*; (3) authority to all event staff (including box office, security, concessions, caterers, ticket takers, ticket sellers, ushers, will-call attendants, other event staff, etc.); (4) or ensure that all approved provisions as per the Lease Agreement are completely fulfilled by both the Curtis Culwell Center and the Lessee. Lessees, officials, etc., shall first check with either the Director or the Event Coordinator for all requests or if any action is needed at the Curtis Culwell Center.

II. DEFINITIONS

2.01 The following are words, terms, and phrases when used in these Policies shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

- *Allocation* is defined as an amount set aside in the Curtis Culwell Center budget used for staging GISD District events or any events designated by the Superintendent or his/her designee.
- *Applicant* is defined as a person who applies to the Sales Department for use and occupancy of any space(s) in the facility or on the grounds.

- *Approved Applicant* is defined as an applicant whose application for use of a space of the facility has been considered and approved by the Sales Manager, but who is not yet a Lessee as herein defined.
- *Caterer* is defined as any person, firm, or organization, approved by the Event Services Manager, who sells or serves or intends to sell or serve food and/or beverages at the Curtis Culwell Center. Caterers permitted to provide services must either be the *On Premises Caterer* or an *Approved Caterer*.
- *Director* is defined as the Director of the Curtis Culwell Center or his/her designee.
- *District User* is defined as any user who is with GISD and has written approval by either the superintendent or an assistant superintendent, and has the necessary allocated funds to stage an event.
- *District Approved Caterer* is defined as any *Approved Caterer* that has responded to an RFP from GISD and is on the *GISD Approved Caterer List* as well as the *Approved Caterer List* of the Curtis Culwell Center.
- *Event* is defined as any type of function or activity for which a space in the facility is occupied.
- *Facility* or *Facilities* is defined as all spaces within the Curtis Culwell Center or its parking facility, or open space on the grounds of the Curtis Culwell Center, or any part or parts thereof.
- *Fireworks* are defined as any composition or device designed to produce a visible or audible effect by combustion, explosion, deflagration, or detonation, such as firecrackers, cannon crackers, skyrockets, torpedoes, Roman candles, sparklers, squibs, fire balloons, star shells, gerbs, or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display, and such term shall include all articles of substances within the commonly accepted meaning of fireworks, whether specifically designated and defined herein or not.
- *Lessee* is defined as an approved *Applicant* who has entered into a *Lease Agreement* or a *Special Event Agreement* as described herein and has submitted any required deposit(s) or paid the rental fee; provided, however, the term shall not include any person whose Lease Agreement has been terminated or cancelled.

- *Lessor* is defined as the Curtis Culwell Center.
- *Non-District User* is defined as private individuals, promoters, corporations, businesses, companies, agencies, or organizations.
- *Not-for-Profit User* is defined as a user or organization that holds a determination letter from the Internal Revenue Service that it is exempt from taxes under Section 501(a) of the Internal Revenue Code of 1986, as amended, by virtue of Section 501(c)(3); a church or a convention or association of churches within the meaning of Section 170(b)(1)(A)(ii) of the Internal Revenue Code of 1986, as amended; or an entity listed in Internal Revenue Service Publication No. 72, *Cumulative List of Organizations Described in Section 170 (c) of the Internal Revenue Code of 1986, as amended*. The term also includes the State of Texas and the United States of America and their agencies and political subdivisions. Current and legal documentation identifying the status of any such organization will be required. *Not-for-Profit Users* are exempt from paying any applicable state taxes.
- *Occupy* or *Occupancy* is defined as that the Lessee, his/her agent, employee, contractor, subcontractor, or any patron of the Lessee's event, is physically present within the facility.
- *Parking Facility* is defined as any of the Curtis Culwell Center surface parking lots.
- *Rental fee* is defined as the total of all charges prescribed in this policy or the use or occupancy of the facility.
- *School Related Groups* are defined as groups who are sponsored by GISD. To qualify as a *School Related Group*, the applying organization must be officially recognized as such by the Superintendent. *School Related Groups* receive the discounted rate on room rental fees. Fees for services, equipment, labor, etc., are not discounted.
- *Curtis Culwell Center* is defined as the Curtis Culwell Center, located at 4999 Naaman Forest Blvd., Garland, TX 75040 and its facilities, including the Conference Center, Arena, Ballroom(s), Meeting Room(s), Concourse(s), other rooms approved for use for a User within the facility, and associated parking areas and open spaces.
- *Supporting Community Based Organizations* are defined as groups who are officially recognized as such by the Director. *Supporting Community Based Organizations* receive the discounted rate on

room rental fees. Fees for services, equipment, labor, etc. are not discounted. Examples of groups the Director may qualify include; area governmental agencies, Chamber of Commerce, civic organizations, fraternal organizations, service clubs, and other school districts.

- *User* is defined as any person, firm, or organization that makes use of the Curtis Culwell Center.

III. APPROVAL OF EVENT APPLICATION

- 3.01 No person, firm, or organization shall be considered for approval of any use or to occupy any portion of the facility prior to having completed an Event Application.
- 3.02 Applicants shall complete all relevant information on the *Event Application*. Applicants must guarantee all activity is lawful, that behavior will be orderly, and that Applicant will pay for any damages including, but not limited to, bodily injury, property, and will be responsible for compliance with all applicable laws including, but not limited to, the Americans with Disabilities Act (ADA) or other local, state, and federal laws for which the Lessee shall become liable due to their use of the premises. The applicant must reveal all information about the event to the Sales Department. Failure to do so may cause an immediate cancellation of the Lease Agreement and/or the event.
- 3.03 Applicants must submit all advertising of any kind including, but not limited to, newspapers, flyers, magazines, radio copy, television copy, handouts, etc., prior to their release for approval in writing by the Event Services Manager. Any advertising copy not approved by the Event Services Manager may cause an immediate cancellation of the Lease Agreement and/or the event.
- 3.04 Any misrepresentation by any Lessee or its agent(s), employees, etc., representing Lessee, any violation of these *Policies and Procedures*, any violations or permitting violations of any local, state, or federal laws, fire or building codes, any abuse of the property, any untimely or overdue documentation as requested for the Lessee to produce and/or execute by the Director, or any overdue or non-payment of fees may result in immediate termination of the Lease Agreement and the event, to include a requirement by the Director for the Lessee, and its agent(s) to immediately vacate the premises. Such action may result in the Director's denial of future use requests of Lessee, its agent(s), or other affiliations as appropriate.

IV. SCHEDULING POLICY AND TERMINOLOGY DEFINITIONS

- 4.01 *Tentative Hold (First Option):* A temporary hold on a portion or the entire facility by a prospective user without a deposit. The Curtis Culwell Center shall only hold a date with a *Tentative Hold* for ten (10) consecutive days. *First Option* refers to the original prospective user on an unexpired *Tentative Hold*.
- 4.02 *Second Option:* A tentative back-up reservation to an active *Tentative Hold* or the *First Option*. These reservation requests will be contingent upon release of the prior (*First Option*) reservation. *Second Option* refers to the second prospective user making a request without deposit on the same space(s) and date(s) of an unexpired *Tentative Hold*. Additional requests (i.e. more than two) may also be made from additional prospective users as well. These become third, fourth, fifth, etc., and are handled in the order received.
- 4.03 *Release:* The relinquishing of a temporary hold either by the prospective Lessee or by the Curtis Culwell Center. The Curtis Culwell Center will release any tentatively held date after ten (10) days after it is initially held or sooner through a "challenge" by another prospective user adhering to the *Challenge Policy*. The Sales Manager of the Curtis Culwell Center retains the right to extend the hold period on a case-by-case basis.
- 4.04 *Challenge Policy:* Relates only to a *Tentative Hold* on any given space and date. In instances where a prospective user(s) is holding a space(s) and date with a *Tentative Hold (First Option)* and that space and date is also desired by another prospective user, that space(s) and date(s) may be "challenged" by the second request or "challenging party". The space(s) and date(s) become challenged if the "challenging party" places a refundable rental fee payment in the amount of one-hundred percent (100%) of the base rental fee of the requested space and date. The original prospective user will then be immediately notified and will have no more than 48 hours to place an equal non-refundable fee made by the "challenging party", and execute a *Reservation Commitment Agreement and Lease Agreement*. If the original prospective user places a timely deposit and executes a *Reservation Commitment Agreement and Lease Agreement*, then the space(s) and date(s) shall become a "Confirmed Hold" in favor of the original prospective user and the deposit made by the Challenging Party will be refunded. However, if the original user releases the date(s) or does not remit the required timely deposit and/or the *Reservation Commitment Agreement and Lease Agreement*, then the space(s) and date(s) shall become a "confirmed hold" in favor of the "challenging party" upon the "challenging party's execution of a *Reservation Commitment Agreement and Lease Agreement*. The deposit received by the "challenging party" shall then be retained as a non-refundable deposit. All payments related to the *Challenge Policy* must be submitted by cash, credit card, certified check, or wire transfer.

- 4.05 *Confirmed Hold:* When a *Reservation Commitment Agreement and Lease Agreement* are executed and a non-refundable rental fee payment of 50 percent (50%) of the base rental fee payment is received from a prospective user (Applicant), a reservation request is considered to be a hold that is confirmed or a *Confirmed Hold*. The prospective user is also expected to submit an executed Curtis Culwell Center *Event Application* in order to *Confirm Hold* their event date.
- 4.06 *Definite:* Dates held for space in the Curtis Culwell Center are only considered *Definite* upon (1) the approval of the Curtis Culwell Center *Event Application* and timely submittal of all other information as requested by the Director; (2) remittance of the required base rental payment and an executed *Reservation Commitment Agreement*; (3) a *Certificate of Liability* providing proof of insurance; (4) the executed *Lease Agreement*; (5) the submittal of a *Damage Deposit*; and (6) the balance of the full payment fees received thirty (30) days prior to the event date.
- 4.07 *Date Protection Policy:* The Curtis Culwell Center, in the best interest of all potential building users, reserves the right to maintain a reasonable time period of thirty (30) days between similar types of commercial consumer shows (exhibits, sport shows, sales, family events, musical productions, etc.) It is the intent of the Curtis Culwell Center to invoke this time separation as a means of insuring the success of all events held in this facility. The Sales Manager may determine for some events that a longer period than 30 days may be appropriate in spacing similar events.

V. SCHEDULING PRIORITIES

- 5.01 Scheduling priorities refers to the Curtis Culwell Center’s booking timeline with events consistent with the mission statement of the facility.
- 5.02 Priority for scheduling dates in the Curtis Culwell Center is as follows:
 - A. *First Priority Bookings* - GISD graduations.

VI. PROCEDURE FOR RESERVING THE CURTIS CULWELL CENTER

- 6.01 The Curtis Culwell Center shall be available to all users, on a first-come, first-served basis.
- 6.02 All applications for use of the Curtis Culwell Center shall be filed with the Sales Department. The Sales Manager shall establish the form of the application and the necessary information required therein. Such information shall include all

proposed advertising copies of any kind, the disclosure of any nudity, profanity, excessive violence, or other conduct that may be viewed in the community as offensive in the event, performance, activity, or exhibit. Unless the date(s) and space(s) are already reserved, the Sales Manager or his/her designee shall notify an applicant within ten (10) days of the receipt of an application of the availability of the Curtis Culwell Center for the date(s) requested.

- 6.03 As per the *Scheduling Policy*, the date(s) and space(s) of the event applied for will not be confirmed until an executed Curtis Culwell Center Event Application, a Reservation Commitment Agreement, a damage deposit (refundable if there are no damages to the venue), and an executed Lease Agreement, along with a non-refundable rental fee payment, are received and approved by Sales. The amount of the rental fee payment shall be one-half of the base rental fee. For *District* use, the Superintendent or an Assistant Superintendent must execute a *Curtis Culwell Center Letter of Commitment*.
- 6.04 *All Non-District School Related Groups and Supportive Community Based Organizations'* applicants shall be required to execute a Lease Agreement. Unless otherwise approved by the Director, all Lessees shall pay any balances in full, not less than THIRTY (30) days prior to the date of occupancy of the scheduled event. **The acceptable forms of payment are cash, credit card, certified check, or wire transfer.** The content and scope of the Lease Agreement shall depend on the type, size, duration, and nature of the event to be scheduled. The minimal requirements for the most limited or un-complex events shall be as set forth in the Lease Agreement. Non-district applicants for more complex large-scale events, or events posing particular risks to the facilities or patrons, and all events scheduled in the arena and others as required by the Director, shall be required to execute and comply with the requirements set forth in the Lease Agreement.

For those events between the most simple and the most comprehensive, the Director shall add to the *Lease Agreement* such relevant provisions as shall be necessary to reasonably protect the GISD, the facilities, the Lessee, and the patrons of the event, and properly regulate and/or limit the activities for which the facility is occupied.

- 6.05 The Curtis Culwell Center is intended for "special events" only when used by a *District User*. When a *District User* is selecting a venue for your event, please think about whether your event would be more appropriate if held at the Curtis Culwell Center or at another venue such as Harris Hill Administration Building, Padgett Auxiliary Services Center, Shugart Professional Development Center, or another district venue. If you believe the Curtis Culwell Center is in fact the most appropriate venue, then you will need to make a request and follow through as described below. There is not a charge out of the *District User's* budget for events that are approved using the process as follows. There is an

allocation set aside in the Curtis Culwell Center budget to cover costs of approved events.

District applicants wishing to reserve a space must confirm date availability, provide an executed GISD Event Application form, and an executed Letter of Commitment.

Any additional requests or changes made to the original agreement must be done so in writing and approved by issuing another *Letter of Commitment*.

- 6.06 *A Full-Day Rental Term* for Conference Center spaces shall be any eight (8) hour period, and a full-day rental term for the Arena shall be any twelve (12) hour period from the time the space is reserved or occupied beginning at the time of move-in until the time of move-out, and the space is no longer occupied. Any time over the *full-day rental term* shall be billed at the prevailing hourly rate for extended day use. *Full-day rental* reservations are made using the standard procedures as stated herein as to reserving any event.
- 6.07 *A GISD Full-Day Rental Term* for Conference Center spaces shall be any six (6) hour period, and a full-day rental term for the Arena shall be any eight (8) hour period from the time the space is reserved or occupied beginning at the time of move-in until the time of move-out, and the space is no longer occupied.
- 6.08 *School Related Groups, and Supporting Community Based Organizations' Lessees* that are renting any space in the facility will be required to execute a *Lease Agreement*. All users will be required to abide by the *Box Office Procedures Manual* which is an addendum to these *Policies and Procedures*.

VII. FEES AND PAYMENT METHOD

- 7.01 **Rental Fees:** Rental fees may vary, depending upon the physical set up of the Curtis Culwell Center. Please refer to the *Rental Rates and Fees Schedule* for current rates for rooms, equipment, and services offered for Non-District and School Related Groups, and Supportive Community Based Organizations' use.
- 7.02 Unless otherwise approved by the Director, all payments must be made in the form of cash, check, or credit card in U. S. Funds made payable to the Curtis Culwell Center. If the event is approved to be scheduled within the thirty (30) days prior to the event date, the only acceptable form of payment of any fee, charge or deposit must be in the form of cash, or credit card.
- 7.03 **Forfeiture of payments and/or deposits:** A prospective user shall forfeit a payment and/or deposit by:
 - (1) Cancellation of a scheduled event
 - (2) Damage to the facility

- (3) A default or a misrepresentation made by the Lessee
- (4) Violation of, or permitting the violation of, these *Policies and Procedures*
- (5) Violation of, or permitting the violation of, any local, state, federal law, or fire and building code.

Any contravention of any of the above may cause the event to be terminated or canceled by the Director.

- 7.04 Additional Fees: Fees for additional services may be imposed by the Director as outlined herein. All ticketed events or events charging an admission fee may be required to include a facility fee on each ticket or admission fee for parking. All parking fees will be retained by the Curtis Culwell Center. Equipment fees shall be charged for certain equipment requested by and to be utilized for the Lessee's event (as stated in the Lease Agreement). A staffing fee shall be charged to reimburse the Curtis Culwell Center for use of its personnel over and above the use included within the rental fee. These additional fees may vary, depending upon the physical set up of the Curtis Culwell Center.
- 7.05 A facility fee will be required for all *School Related Groups, and Supporting Community Based Organization* events for which an admission fee is charged. The amount of such fee shall be as set forth in the Lease Agreement. All Users that have a ticketed event must adhere to the *Policies and Procedures* that are applicable to ticketed events (*Box Office Procedures Manual*).
- 7.06 Settlement with Lessee of Ticketed Events – The Curtis Culwell Center will pay any net proceeds due from ticket receipts less rent and all other charges within five days following the close of the final event, or if advance arrangements have been made, on the next business day after the conclusion of the event as standard practice.

VIII. DAMAGE DEPOSIT

- 8.01 A *damage deposit* is required for all rentals. The amount of such deposit shall be established in accordance with the schedule of fees and deposits. However, if the proposed event is to include activities which, in the opinion of the Director, creates risks to the facility or furnishings, or necessitates additional custodial services, the Director shall be authorized to require such additional amounts for the security or damage deposit as the Director deems commensurate with such risks or anticipated additional services.
- 8.02 The *damage deposit* shall be used to repair, replace, or pay for any property that is damaged or destroyed by the Lessee or any participant, patron, or invitee at the event. The Director may hold such deposit for such period of time as is necessary to determine the full extent of damages to make all repairs and/or secure replacement of damaged property and ensure all issues are resolved.

- 8.03 The *damage deposit*, or a portion thereof, may be retained by the Curtis Culwell Center as compensation for use of the Curtis Culwell Center facility, property, personnel, or for usage fees incurred by the Lessee after the lease term has expired. The *damage deposit* will be held until the Director determines that all fees have been paid or issues involving damages have been resolved.
- 8.04 Each Lessee shall agree to reimburse the Curtis Culwell Center for all costs in excess of the *damage deposit* that may be incurred by the Curtis Culwell Center for the repair to, replacement of, or payment for any property of the Curtis Culwell Center damaged or destroyed by the Lessee or the patrons, participants, or invitees of the leased event.
- 8.05 *Damage deposits* are not required for *GISD* events.
- 8.06 Damage deposit shall be returned to the Lessee within thirty (30) days of the last day of the event.

IX. INSURANCE

- 9.01 *School Related Groups' and Supporting Community Based Organizations'* applicants will not be allowed to hold an event until he/she has obtained all insurance coverage as required, confirmed by a *Certificate of Insurance* showing the Curtis Culwell Center as an additional insured, and such insurance has been approved by the Event Services Manager.
- 9.02 *Comprehensive General Liability* – Lessee shall have and maintain during the life of the Lease Agreement such Bodily Injury Liability Insurance and Property Damage Liability as shall protect him/her from claims for bodily injury and property damage arising from the Lessee's operations under the Lease Agreement, whether such operations by himself/herself or by any subcontractor of said Lease Agreement, and all his/her subcontractors performing work under the Lease Agreement. The *Bodily Injury Liability Insurance* shall pay on behalf of the insured all sums up to the limits provided by the policy to which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting there from, sustained by any person other than an employee of the Lessee and caused by an occurrence. The *Property Damage Liability Insurance* shall pay on behalf of the insured all sums up to the limits provided by the policy to which the insured shall become legally obligated to pay as damages because of injury to, or destruction of property, including the loss of use thereof, caused by any occurrence. This shall include any damage done to the Curtis Culwell Center.
- 9.03 The *Certificate of Liability Insurance* shall clearly indicate the following:
- A. *Insurance Agency* – Name of agency, address, and telephone number

- B. *Insurance Company* – The full name of the company that holds the coverage along with the address and telephone number
- C. *Insured Name* – Lessee name and address
- D. *Property Damage Coverage*
 - (1) "All Risk" Physical Damage Insurance
 - (2) Include: Policy number, effective date, and expiration date of coverage
 - (3) Named "Loss Payee"
 - (4) Endorsement giving 30 days' written notice of any changes or cancellation
 - (5) LIMITS: The full replacement value of the equipment
- E. *General Liability Coverage*
 - (1) Include: Policy number, effective date and expiration date of coverage
 - (2) Endorsement giving 30 days' written notice of any changes or cancellation
 - (3) LIMITS:

Bodily injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence
Combined Single Limit	\$1,000,000 per occurrence
- F. *Certificate Holder* should be named as follows:
 - Garland Independent School District
 - DBA Curtis Culwell Center
 - 4999 Naaman Forest Blvd.
 - Garland, TX 75040

9.04 The Director may require *School Related Groups' and Supporting Community Based Organizations'* users to have additional coverage including, but not limited to the following:

- A. *Products & Completed Operations Liability* – Depending on the scope of the event, the Lessee may be required to provide such Products & Completed Operations Insurance as shall protect him/her from liability arising out of the Lease Agreement and including those products involved in the work for which he/she is responsible.
- B. *Comprehensive Automobile Liability* – Depending on the scope of the event, the Lessee may be required to have and maintain *Comprehensive Automobile Liability Insurance* during the life of the Lease Agreement on all Lessee owned vehicles which will be involved in any loading or unloading operations on the premises.
- C. *Workers' Compensation and Employers' Liability* – Depending on the scope of the event, the Lessee may be required to have and maintain *Workers' Compensation and Employers' Liability Insurance* conforming with the requirements of the laws of the State of Texas.

D. Applicants with any or all of these insurance requirements will not be allowed to hold an event until he/she has obtained all insurance coverage as required, confirmed by *Certificates of Insurance* showing GISD, and the Curtis Culwell Center as an additional insured and such insurance coverage has been approved by the Director.

X. INDEMNIFICATION

10.01 The Garland Independent School District assumes no responsibility for the actions, omissions, negligence or oversight of the Lessee or its agent(s), representatives, or employees which results in damage of property or injury to persons arising from any and all claims that could be made against the Lessee. The Lessee shall agree to release, indemnify and save the Garland Independent School District harmless from said claims.

10.02 The Lessee shall indemnify and hold harmless the GISD, its members and the Curtis Culwell Center staff, including the Director and all officials or employees, of the aforementioned entities thereof from any claim, action, liability, loss, damage or suit arising out of or related to the Lessee's use and/or rental of the Curtis Culwell Center. In the event of any asserted claim, the Lessee shall, at its own expense, defend, protect and save harmless the aforementioned entities against said claim or any loss or liability hereunder.

In the further event that the Lessee fails to so defend and/or hold harmless, then in such instance, the aforementioned entities, either jointly or severally, shall have full rights to defend, pay or settle said claim on their own behalf without notice to the Lessee, and expenses and payments made or agreed to be paid to discharge said claim and shall be unlimited as to amount or duration. The Lessee further agrees to pay all reasonable attorney fees necessary to discharge said claim.

10.03 The Lessee acknowledges that the Garland Independent School District shall not be liable or responsible to the Lessee, its employees or agents for defects in, or failure of, equipment or premises which occur during the occupation and use of Garland Independent School District facilities by the Lessee. Further, the Lessee does indemnify and hold the Curtis Culwell Center, its officials and employees harmless from any claims, damages or lawsuits arising from the use of Curtis Culwell Center facilities and/or equipment by the Lessee or its agents or employees. In the event of any asserted claim, the Lessee shall, at its own expense, defend, protect, and save harmless the aforementioned entities against said claim or any loss of liability hereunder. In the further event that the Lessee fails to so defend and/or hold harmless, then in such instance the aforementioned entities, either jointly or severally, shall have full rights to

defend, pay or settle said claim on their own behalf without notice to the Lessee, and with full rights to recourse against the Lessee for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim and shall be unlimited as to amount of duration. The Lessee further agrees to pay all reasonable attorney fees necessary to discharge said claim.

- 10.04 The Lessee shall be responsible for any and all damages to the buildings, furnishings, fixtures, or equipment sustained from use and/or occupation of same by the Lessee whether caused by the Lessee, its agents or any other persons connected with the Lessee's function including patrons or guests. Charges to the Lessee for such damage will be equal to the cost of repairs and/or replacement.
- 10.05 **Lessee waives any and all claims and/or causes of action against Garland Independent School District, its officials and employees, for any and all damages, costs, and/or fees including, but not limited to, lost profits, consequential, special, exemplary, punitive, direct, and/or indirect damages, arising out of or related to any required re-scheduling of Lessee's reservation, regardless of status, due to a determination by the Garland Independent School District that the Curtis Culwell Center is needed for school purposes during the reserved time.**
- 10.06 Proof of insurance is not required for *GISD* events.

XI. CATERING

- 11.01 The Curtis Culwell Center strictly prohibits the carrying in of food and beverage items. All food and drink services **MUST** be provided by either the Curtis Culwell Center's authorized Concessionaire or from a caterer listed on the Center's pre-qualified or Approved Caterer's List. All alcoholic beverages must be provided by the Curtis Culwell Center's authorized Concessionaire. This restriction includes individuals carrying in food and beverages for meals or snacks during set-up, move-in, move-out, or show hours.
- 11.02 The Curtis Culwell Center is pleased to provide the user with an excellent list of *Approved Caterers* giving the User his/her choice of a variety of food options. The caterers can provide custom design menus to meet any special needs or budgets.
- 11.03 Whenever district funds are being expended, District users must use only *District Approved Caterers* that are also on the CCC *Approved Caterer's List*.

11.04 Food and beverage operations will be handled as follows at the Curtis Culwell Center:

- A. *Approved Caterers* – Only food service providers that complete a *Catering Application* and are approved by the Director may cater events in the facility. The Curtis Culwell Center shall supply all users with a list of all *Approved Caterers* with telephone and contact information. There may be several *Approved Caterers* to choose from that the Lessee may contact to get a request for proposal for catering services. These caterers are approved through standard criteria and have executed an agreement committing to uphold the rules, regulations and policies of the Curtis Culwell Center (*Catering Rules and Regulations*). In the event that a user wishes to use a caterer that is not an approved caterer, the users' caterer may contact the Event Services Manager and apply for catering privileges. The Event Services Manager will only review catering applications each January and August. Upon meeting all qualifications and requirements, the Director will issue the applicant caterer a catering permit granting all privileges of that of any other approved caterer and the right to provide catering services to the user's upcoming event. To maintain the right to provide food and beverages at the Curtis Culwell Center, caterers must remain in good standing with the Curtis Culwell Center, as evidenced by the Director's reports. The Director shall approve only caterers who can provide excellent quality service to Lessees and their guests.
- B. *Exclusive Concessionaire* – The Curtis Culwell Center shall maintain exclusive rights to all food and beverage concessions sold on the Curtis Culwell Center property. Only the *Exclusive Concessionaire* may operate the concession stands or any other approved stand, table, portable cart, etc., that has a point of sale. The *Exclusive Concessionaire* shall have the exclusive right to handle all concession operations in the Curtis Culwell Center.

The concession rights granted to the *Exclusive Concessionaire* herein shall include, without limitation, the exclusive right to sell hot and cold beverages (including alcoholic beverages), candy, popcorn, hot dogs, sandwiches, ice cream, and other food when requested and as designated and approved by the Director of the Curtis Culwell Center to persons attending functions in or otherwise visiting the Curtis Culwell Center. When so requested by the Director, the *Exclusive Concessionaire* shall provide concessions to a Lessee or his agents during move-in functions. Subject to the sampling and vending privileges as described in this contract, no other food or beverage may be sold or given away without the prior written expressed permission of the *Exclusive Concessionaire* and approval of the Director. The Curtis Culwell Center can provide the Lessee with a concessions menu showing available items and pricing.

- 11.05 No caterer shall be permitted to use the Curtis Culwell Center if such caterer has failed in the past to comply with the terms and provisions of any agreement with the Curtis Culwell Center, or any rule, regulation, or policy applicable to the Curtis Culwell Center.
- 11.06 All tables must be covered with linen tablecloths when food or drink of any kind is served. Approved attire must be worn by all servers.
- 11.07 Caterers shall be required to provide the Event Coordinator with the proper financial documents/records that accurately specify the costs of the food and beverages provided to Lessee and that may be susceptible to the catering fee provided in the agreement between the Curtis Culwell Center and caterer, as set forth in the schedule of fees. Caterers, along with the Lessee, shall be responsible for paying the catering fee to the Curtis Culwell Center as it relates to the event and the Lessee they are serving.
- 11.08 No extra cooking devices (ovens, etc.), shall be brought into or upon the premises of the Curtis Culwell Center.
- 11.09 Cooking outside the facility (parking lot, docks, etc.) Is prohibited without prior written permission of the director.

XII. FOOD AND BEVERAGE PLAN

- 12.01 Lessee shall submit to the Event Coordinator for his/her review and approval, a *Food and Beverage Plan*, which shows the caterer to be used, and a contact name and telephone number, and describes in detail any and all food and beverages that will be served or made available at an event along with itemized pricing for all services. Food and beverages that, in the opinion of the Director, may result in stains or damage to the facilities, or its furniture or fixtures, shall be prohibited.

XIII. TOBACCO PRODUCTS AND FIREARMS

- 13.01 Smoking and using tobacco products are prohibited in any space(s) of the Curtis Culwell Center premises per the Texas Education Code – *Chapter 38*.
- 13.02 No advertisements promoting tobacco shall be allowed.
- 13.03 Firearms are prohibited inside the Curtis Culwell Center.

XIV. ADVERTISING AND SPONSORS

- 14.01 The Curtis Culwell Center is pleased to be able to offer a 13' x 22' video board with incredible 10mm image quality. The facility can also offer multiple cameras to provide an "up close" view for seats at the back of the Arena Bowl. This exciting state-of-art technology is outstanding for entertainment shows, conferences, conventions, teleconferences, and PowerPoint presentations. There are multiple advertising opportunities available on the video board including two large digital billboards. There are also many other opportunities to promote your event, company, business, or organization throughout the facility. Please contact our Sales Department on how you can "spotlight your event or organization."
- 14.02 Unless otherwise agreed in writing, all advertising of the event is the responsibility of the Lessee, and the Lessee is responsible for costs of all advertising.
- 14.03 All advertising by a Lessee must be submitted to the Event Services Manager for approval before any releases are made to the media.
- 14.04 The Curtis Culwell Center shall have the exclusive right to all sponsorships and advertising within the facility. No products, companies, and/or services of any kind may be sold, dispensed, poured, distributed, served, sampled, or marketed in the facility without the expressed written permission of the Director. Further, no competing products or services with the sponsors of the Curtis Culwell Center shall be available to be sold, sampled, dispensed, displayed, marketed, or served anywhere in the facility. No permanent or temporary advertising, signage, or trademark visibility for competitive products of the sponsor may be displayed or permitted by the Lessee.

XV. CONCESSIONS AND NOVELTIES

- 15.01 The Curtis Culwell Center reserves the right to regulate or prohibit the sale of any beverage, food, souvenir, or other merchandise on the Curtis Culwell Center property. A concession is defined as any food or beverage served at a point of sale to patrons on the Curtis Culwell Center property. The Director may allow exhibitors to provide small, bite size samples provided they are not sold and are no more than ¼ oz. samples of either food or beverage.
- 15.02 The Director may allow a Lessee or its agent(s) to sell certain approved novelties such as T-shirts, tapes, CD or DVD recordings, or other items. Novelties shall be subject to a 15 percent (15%) commission fee based on gross sales. The Lessee shall be responsible for paying this fee. The State of Texas,

City of Garland, and Dallas County impose a sales tax. This tax is collected from the Lessee and paid to the state by the Curtis Culwell Center directly to the Department of Revenue. Only areas approved by the Garland Fire Marshal and the Curtis Culwell Center management will be used for novelty sales.

XVI. IN-HOUSE SERVICES

- 16.01 *Americans with Disabilities Act (ADA)* – The Curtis Culwell Center complies with all federal ADA laws. Should you or your attendees require special assistance and/or services such as listening devices, wheelchairs, stage ramps, etc., please advise your Event Coordinator.
- 16.02 *Coat Check* – In cases of inclement weather, be assured that your attendees will be in good hands. Garment racks will be available, and the Curtis Culwell Center can provide you with attendants who can operate a ticketed coat check area to provide your guests with a secure place to lodge their outerwear while attending an event inside the facility.
- 16.03 *Event Personnel* – The Event Coordinator shall determine the event staffing needs for each event. All event staff as required by the Director shall be employed by the Curtis Culwell Center and answer directly to the Director or his designee including *Ticket Takers, Ticket Sellers, Box Office Supervisor, Entrance and/or Metal Detector Attendants, Assistant Event Coordinators, Ushers, Custodians, Parking Lot Attendants, Audio/Video Supervisor, Audio/Video Assistants*, and any other staff as required per the Lease Agreement. Lessee will not be permitted to provide staff in lieu of the required facility staff. When appropriate, the Director may approve Lessee to provide additional support staff. However, all support staff must be approved in writing in advance by the Director and will be subject to supervision of the Director or his designee during the event. All event staff shall have a four (4) hour minimum charge. Please refer to the *Rental Rate and Fees Schedule* for current rates for event staff.
- 16.04 *Event Security Officers* – The Curtis Culwell Center will provide, at the Lessee's expense, such security personnel as may be determined necessary by the Event Coordinator. A complete schedule showing the times of access (and by whom) to the building must be furnished to the Event Coordinator thirty (30) days prior to the event.
- A. All security guards must be provided through the Curtis Culwell Center. To schedule security, contact the center's Event Coordinator.
 - B. All Event Security Officers must be contracted by the Curtis Culwell Center.

- C. Depending on the scope of the event, the Director may require the Lessee to employ additional police officers or security personnel for a particular event. In instances where more than one officer is required, one of the police officers scheduled shall be a Security Supervisor.
- D. Lessee will not be permitted to provide security staff in lieu of the required facility event security officers.
- E. A minimum of five (5) Event Security Officers, and one (1) Security Supervisor shall be required at any event held in the Arena. Depending on the scope of the event, the Director may require the Lessee to have additional police officers, other security or safety personnel present, including Fire Marshal(s), Paramedic (s), etc. Lessee will not be permitted to provide any staff in lieu of the required facility staff.

16.05 *Marquee Message*– Marquee signs and message screens throughout the facility will help promote and familiarize attendees to your event and welcome them throughout their stay with us.

16.06 *Rental Equipment*

- A. *Dance Floor.* The Curtis Culwell Center can furnish a teakwood dance floor for any size dance function up to 24' x 24'. The 3' x 3' sections can be constructed in the configuration of your choice.
- B. *Stages.* The Curtis Culwell Center has an inventory of high quality staging. We can construct up to a 60' x 48' stage or custom construct staging in almost any configuration, from a basic platform for small meetings to a full stage with wings and runway for major entertainment presentations. The maximum height for Ballroom staging is 2 feet.
- C. *Audio Visual Services.* The Curtis Culwell Center offers in-house audio-visual services. All arrangements with using audio-visual equipment must be arranged in advance. Should any Lessee choose to bring their own equipment or to utilize their own audio-visual supplier, the following rules and regulations shall apply:
 - (1) Lessee will be responsible for neatly taping and matting of all exposed cables using materials approved by the Curtis Culwell Staff. Should this not be adhered to, the Curtis Culwell Center staff will tape and mat all exposed cords and will charge the Lessee for labor and materials.
 - (2) Should the interfacing of any non-Curtis Culwell Center audio-visual equipment with Curtis Culwell Center equipment compromise the

integrity of the Curtis Culwell Center equipment, the Director or his designee, may dedicate a Curtis Culwell Center audio-visual technician to monitor the interface and charge the Lessee for these services. The Lessee shall be responsible for any damage to any equipment.

- (3) No live instrumentation or singing is allowed through the overhead public address systems.
- (4) Contact the Curtis Culwell Center staff well in advance for possible patch fees, etc.
- (5) The Curtis Culwell Center recommends that a Curtis Culwell Center audio-visual technician be on site during the event.
- (6) All Curtis Culwell Center audio-visual equipment, e.g., projectors, music players, video players, televisions, patch cords, etc., are to be connected, installed, uninstalled, or removed by Curtis Culwell Center staff only.

16.07 *Rigging* – Hanging banners, aisle signs, lighting, and other equipment must be arranged through the Curtis Culwell Center.

16.08 *Keys* – All keys to the facility shall remain in the possession of the Curtis Culwell Center staff at all times and not be loaned out or duplicated.

16.09 *Linen* – Linen table coverings are required on all tables at any event. Skirting is required on all AV carts and display tables.

XVII. OPERATIONAL PROCEDURES

17.01 *Advance Shipments* – The Curtis Culwell Center will not accept advance shipments of freight or materials prior to the contracted move-in date. All shipments to be delivered to the facility after the official move-in date shall be to the attention of the Lessee. Under no circumstances will C.O.D. shipments be accepted by the Curtis Culwell Center.

17.02 *Copyright Fees* – Any and all ASCAP, BMI, SESAC or other copyright fees applicable to any event will be the full responsibility of the Lessee. Payment of fees will be made directly to the applicable copyright agency.

17.03 *Admission Fees and Advertising* – All advertising of events at which an admission is charged must state the total admission price. Lessee shall not advertise any event including consumer shows, trade shows, and any event

using the box office until all leases or agreements between all parties have been signed and executed.

- 17.04 *Cleaning Services* – All areas leased by the Lessee shall be provided in a clean condition for the commencement of the lease period. During move-in, the Curtis Culwell Center will remove debris that can be handled with broom and shovel, but other debris must be either removed by the Lessee, or Lessee will be charged the prevailing rate. During the event, the Curtis Culwell Center will supply cleaning services for all meeting rooms, ballrooms, lobby areas, concourses, etc., and shall keep clean and supply the restroom and toilet facilities. The Curtis Culwell Center will clean aisles during the event period when not open to the public. If Lessee or one or more exhibitors produce extra amounts of debris requiring extra or special housekeeping services, the Lessee or the exhibitors shall pay the published labor and equipment rates for performing such services. Should a need exist for extraordinary garbage collection services, the added cost of these services will be charged to the Lessee. The Curtis Culwell Center will provide cleaning services at the close of the event to restore the facility to a clean condition, provided that the condition of the building shows only ordinary wear and tear and a reasonable amount of debris. Services for areas for which carpeting has been rented or provided must be requested from the Lessee’s decorator. Carpet vacuuming by the Curtis Culwell Center will be limited to public foyers, rental spaces, and other non-exhibit areas.
- 17.05 *Exterior Doors* – Under no circumstances should any exterior door be propped open or any automatic closing devices be removed from any door by a Lessee.
- 17.06 *Plans/Equipment and Service Requests*– The Curtis Culwell Center offers a wide array of equipment and services that may be utilized by the Lessee. Use of these services and equipment, at the Lessee’s request and expense, may be arranged with an Event Coordinator. The Lessee agrees to give the Event Coordinator at least sixty (60) days written notice as to said personnel and equipment requirements. In addition, a full and detailed outline of the facilities required, including the floor set-up must be provided to the Event Coordinator at least sixty (60) days prior to the event. SUBSTANTIAL CHANGES MADE IN SET UPS WITHIN THE FINAL WEEK PRIOR TO THE EVENT MAY RESULT IN ADDITIONAL CHARGES FOR LABOR. SUBSTANTIAL CHANGES IN SET UPS MADE LESS THAN 24 HOURS PRIOR TO THE EVENT WILL RESULT IN ADDITIONAL CHARGES FOR LABOR. All floor plans must indicate:
- (1) Name and date of event
 - (2) Area of the facility to use
 - (3) All table and chair configurations, booths, equipment, stages, dance floors, etc.
 - (4) Exits
- Scale: ½” = 10’. An Event Coordinator can assist you with your floor plan, if needed.

After the floor plan is approved by the Event Services Manager, the Lessee shall sign the floor plan indicating acceptance. Any questions regarding the floor plan approval process should be directed to the Event Services Manager.

- 17.07 *Gratuities* – All Curtis Culwell Center staff are prohibited from accepting loans, advances, gifts, gratuities, or any other favors from Lessees, guests, vendors, patrons, or any other party either attending or doing business with the facility. Lessees should be aware of this policy and refrain from any such activity.
- 17.08 *Movable Walls* – The movable walls in the ballrooms and various other rooms are to be placed, moved, or removed by Curtis Culwell Center staff only.
- 17.09 *Parking/Loading and Unloading* – Parking on loading docks, along the curbs near the front entrances, under the canopy, or inside the building (except for loading/unloading), blocking the trash compactor, or any undesignated space is prohibited. All vehicles must park in marked, designated parking spaces only. Violators will be towed at their expense. Vehicles including golf carts are not allowed inside the building without prior approval of the Director. Under no circumstances shall golf carts, vehicles, personnel carts, etc., be operated in any room, concourse, or service corridor. No person under the age of eighteen (18) shall be allowed to operate any vehicle of any kind on the property. All equipment and freight must be unloaded at the loading dock area only unless approved in writing by the Director.
- 17.10 *Parcel Inspection* – All cartons, packages, or other containers brought or taken into the facility are subject to inspection.
- 17.11 *Metal Detectors* – At most public events held in the arena, metal detectors will be used at all entrance areas.
- 17.12 *Personnel/Contractor Entrance* – All show personnel, service contractors, temporary help, caterers, events staff, and all other workers affiliated with an event taking place at the Curtis Culwell Center shall enter or leave by way of the entrance at the loading dock area at the rear of the building only.
- 17.13 *Identification Required* – All individuals approved for working in the Curtis Culwell Center must wear an identification badge provided by their prospective employer and/or obtained from the Curtis Culwell Center Security Office located at the back of the building near the loading dock area.
- 17.14 *Animals* – No animals are permitted in the building, except as an approved exhibit, activity, or presentation legitimately requiring the use of animals, or as a service animal. Animals which are approved to be in the building must be on

a leash, within a pen, or under similar conditions at all times. The owner will be fully responsible for his/her animal(s) at all times.

- 17.15 *Registration Space* – Designated registration space will be made available to Lessee at no additional cost on an “as available” basis and in consideration for other users or Lessees in the building at the same time. Registration for your group must be clearly shown on the floor plan and submitted to the Event Coordinator for approval.
- 17.16 *Forklifts and Golf Carts* – The use of forklifts and golf carts are restricted from all lobby and carpeted areas. If motor vehicles are to be placed on the carpet, the Lessee is responsible for taking the necessary steps to protect the center’s carpet. Any damages incurred to the carpet and cost to repair it, will become the liability of the Lessee. All forklift operators must be either Curtis Culwell Center staff or personnel approved in writing by the Director who are certified to operate forklifts on the center’s property. Sixty (60) days prior to your show date(s), proof of your operator’s certification must be provided.
- 17.17 ***NO PASS IN – NO PASS OUT POLICY*** – This policy is intended to discourage attendees, particularly at ticketed events in the arena, from leaving the event to go outside and eat, smoke, drink, or loiter in the parking lots or other outside areas. The policy of the Curtis Culwell Center shall be if an attendee leaves the building, he/she will not be given a “Pass” (ticket) to get back in. All patrons must have a ticket “Pass” to enter into the building to attend a ticketed event. For non-ticketed events, such as those held in the conference center, security officers, and/or event staff may not allow guests that leave to re-enter the building if they believe any guest has been abusing center policy.

XVIII. UTILITIES AND ELECTRICAL SERVICES

- 18.01 The Curtis Culwell Center serves exclusively as its own electrical and utility service order contractor, thus providing show managers, exhibitors, and Lessees convenience and flexibility.
- 18.02 *Definition of Services* – The Curtis Culwell Center can provide electrical services from company boxes with distribution systems throughout the facility. Electrical, cold running water, promotional material, and draining service rates are available upon request.
- 18.03 *Special Provisions* – All electrical equipment must be UL (Underwriter Laboratory) approved. All utility service connections must be made only by a Curtis Culwell Center electrician and must meet prior approval by the Operations Manager.

- 18.04 *Equipment Connection or Removal* – All Curtis Culwell Center electrical and other utility service equipment, e.g., extension cords, electrical distribution panels, tunnel matting, spotlights, etc., are to be connected, installed, uninstalled, or removed by Curtis Culwell Center staff only.

XIX. PROMOTIONAL MATERIALS DISTRIBUTION POLICY

- 19.01 The following points summarize policies of the Curtis Culwell Center regarding promotional materials, product distribution, etc. Any questions regarding these policies may be directed to the Director.
- A. All media vehicles (radio and television) must be parked in legitimate parking spaces in the general parking lot.
 - B. No unauthorized materials (this includes, but is not limited to, product and/or promotional literature or product samples) are to be distributed in the parking lot areas or in any spaces inside the property. To obtain information regarding authorization of promotional materials, please contact the Director.
 - C. Authorized materials must be distributed within designated areas only. Materials authorized by Lessee for show distribution must be distributed within the show area. Authorized materials distributed by qualified media or advertising representatives must be distributed in assigned areas only. The Director will assign areas.
 - D. No soliciting is allowed in the rotunda or in front of the rotunda doors at any time.
 - E. All materials distribution shall comply with all policies of the Garland Independent School District. For additional information, please contact the Director.

XX. SIGNS

- 20.01 Lessee shall not post, exhibit, or allow to be posted or exhibited, any sign, advertisement, show bill, lithograph, poster, or card of any description, inside or outside any building or structure, or at any other location on the facility without the prior written authorization of the Director. Lessee agrees to immediately remove all unauthorized signs, advertisements, show bills, or other similar materials. In the event Lessee shall fail to remove such unauthorized

material, the Curtis Culwell Center shall be authorized to remove and dispose of same. Do not place tape, drill, core, or punch holes in any wall, door, glass, or other object. Lessee will be charged for any damage due to Lessee or his/her agents or guests placing signs.

XXI. ALTERATIONS

- 21.01 Lessees shall make no alteration, temporary or permanent, to any portion of Curtis Culwell Center property without prior written consent of the Director.
- 21.02 Lessee shall not cause or allow any nails or any other hardware to be driven into any portion of the Curtis Culwell Center or cause or allow any changes, alterations, repairs, painting, or staining of any part of the Curtis Culwell Center, its furnishings, or the equipment thereof, or do, or allow to be done, anything that will damage or change the finish or appearance of the Curtis Culwell Center or the furnishings thereof. Tape and other adhesive materials shall not be applied to walls or other surfaces without the prior written approval of the Director. All products or balloons that could rise to the ceiling because of the product's physical properties are prohibited. Lessee will be charged for all damages and removal of balloons.

XXII. EMERGENCY PROCEDURES

- 22.01 The Curtis Culwell Center has extensive and thorough emergency procedures, and staff members have been trained and assigned responsibilities in the event of an emergency. In such an instance, all Lessees are to follow the instructions of the Event Coordinator and event staff.
- 22.02 The Curtis Culwell Center is divided into zones which, depending on the nature and extent of the emergency, may be isolated from other zones for evacuation or for egress from the affected zone. It is critical that all parties remain calm and cooperative and follow all instructions of event personnel.

XXIII. FIRE MARSHAL/RESTRICTED SUBSTANCES

- 23.01 As a major public facility, safety codes and fire regulations are necessary concerns. For this reason, all floor plans are subject to approval by the Fire Marshal. Under no circumstances may a fire exit in the building be blocked in any way during an event. Staff will periodically inspect the fire exits, and tenants caught violating this policy will immediately clear the exit and face both fines and may be prohibited from using the facility to book future events.
- 23.02 The Curtis Culwell Center and the Fire Marshal must be advised in advance of any flammable liquids or gases that a tenant or an exhibitor wish to bring into

the building, not less than thirty (30) days prior to any scheduled event. If such substances are considered a risk to the health and well being of the public, access may be denied or restricted to use under special safety conditions as established by the Fire Marshal. Under no circumstances will propane, butane, or LP gases be permitted in the facility.

- 23.03 If lasers are to be used, they must be manufactured and operated under *United States Food and Drug Administration Compliance Policy Guide Statement No. 22*. The variance number, as issued by the United States Food and Drug Administration Center for Devices and its expiration date shall be supplied to the Director and to the Fire Marshal not less than thirty (30) days prior to any scheduled event.
- 23.04 Lessees wishing to display motor vehicles in the building must abide by safety guidelines established by the Fire Marshal. The Curtis Culwell Center will periodically inspect vehicles brought into the facility, and tenants caught violating these guidelines will face fines and may be prohibited from using the facility to book future events. Copies of these guidelines are available upon request. Batteries must be disconnected and gas tanks must be no more than one-fourth full at any time.

XXIV. FIRE AND SAFETY POLICY

- 24.01 *Location* – Presentations or displays must be confined to areas designed for and maintained as assembly occupancies.
- 24.02 *Platforms* – Any platform intended to be occupied by a person(s) shall be more than six (6) feet in height. The platforms shall be non-combustible or fire retardant treated wood, and the space below the platform shall be substantially open.
- 24.03 *Floor Plan* – The approved floor plan shall not be altered. No display, exhibit booth, chairs, tables, etc., will be installed or operated in any way to interfere with access to any required exit or with visibility of the exit or exit signs, or block any opening in moveable walls or any firefighting equipment.
- 24.04 *Display Booths* – All booths or displays shall be of either non-combustible material, fire retardant treated wood, or other materials fire treated in an approved manner.
- 24.05 *Decorative Materials* – All decorative materials such as loose fibers, bark, curtains, hangings, banners, signs, straw, hay, and similar materials must be fire retardant treated in an approved manner. *Signs* – The use of paper for signs shall be limited to card index paper or poster board paper, equal to or less than eight (8) feet in size. Fabric signs are not limited in size, but shall be

treated decorative materials. No candles. *Flammable liquids or gases* – The use of flammable liquids or gases within the Curtis Culwell Center is prohibited.

- 24.06 *Electrical* – The use of extension cords is discouraged and can only be brought into the facility, connected, and used by Lessee only by written permission of the Director. Event staff must supervise or make all electrical connections. If you need electrical services, including extension cords, please notify the Director or his designee. Any electrical equipment or devices brought into the facility must be safe, properly grounded and polarized, and have electrical wiring properly sized to meet the demand. All electrical cables must not be loose. They must be neatly taped or matted.
- 24.07 *Storage* – The storage of packing materials and surplus products such as literature must be confined to areas away from display areas. Display areas are to be neat at all times.
- 24.08 All must comply with the following fire and safety codes.
- A. All exit and access ways must have visibility to them and be kept clear and unobstructed.
 - B. Fire extinguishers, fire hoses, sprinkler closets, alarms, and emergency phones must be visible and accessible at all times.
 - C. During set-up and move-out “FREIGHT FREE AISLES” must be maintained and kept clear at all times. Any crates, boxes, and cartons cannot be placed in these aisles. The purpose is for emergency access to fire alarms, fire hoses, fire extinguishers, and for life support as quickly as possible.
 - D. Combustible materials are not permitted.
 - E. No packing materials, wrapping materials, or display materials may be stored under tables or behind booths.
 - F. Compressed gas cylinders are prohibited.
 - G. Use of two-wire extension cords is prohibited.
 - H. Cube adapters are prohibited. Multi-plug adaptors may be used when approved and must be UL approved and have built-in load protection.
 - I. All temporary electrical wiring must be accessible and free from debris and storage materials.
 - J. All empty cartons or boxes must be either stored or removed.

- K. Materials used in display construction or decorating shall be certified as fire retardant. Samples should be available to the Fire Marshal for testing. Materials that cannot be treated nor meet requirements may not be used. A flame-proofing certificate should be available for inspection.
- L. Exhibitors must dispose of any waste products they generate during the show in accordance with guidelines established by the Environmental Protection Agency and as directed by the Director.
- M. Helium-filled balloons are prohibited in the Arena.
- N. Areas enclosed by solid walls or with overhead solid surfaces or canvas canopies such as tents may require a permit for use, be provided with an approved smoke detector with exterior alarm and a 2A10BC fire extinguisher, and should have a data specification label permanently attached to the fabric with an NFP-701 certification.
- O. Questions regarding the above regulations may be directed to the Event Coordinator.

XXV. FIREWORKS

- 25.01 A fireworks display will not usually be allowed, and never without the prior written approval of the Director, and by the City’s Fire Marshal’s office anywhere within the facility, in the parking areas or open spaces of the Curtis Culwell Center or property thereof.

XXVI. ROOM SEATING CAPACITY

- 26.01 In no event shall the number of persons in attendance at a meeting, dinner, concert, show, exhibition, or other event be in excess of the designated area capacity as determined or posted by the city’s building official and/or Fire Marshal.
- 26.02 Lessee shall adhere to all fire and building codes.

XXVII. AISLES AND ALL ACCESS CLEAR

- 27.01 Lessee shall not allow chairs, movable seats, or other obstructions to be or remain in the entrances, exits, or passageways of the Curtis Culwell Center and will keep same clear at all times. No portion of the sidewalk, entries, passage,

Board Approved June 30, 2005
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 Revised January 21, 2015
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 Revised January 8, 2019 (Alcohol)

vestibules, halls, elevators, or ways of access to public utilities of said Curtis Culwell Center shall be obstructed by Lessee or used for any purpose other than for ingress and egress to and from the leased premises. The doors, stairways, or openings that reflect or admit light into anyplace within the Curtis Culwell Center including hallways, corridors, and passageways shall not be obstructed by Lessee without the prior written approval of the Director.

XXVIII. DECORATIONS AND OTHER EQUIPMENT OF LESSEE

- 28.01 All decorations or other equipment, devices, extension cords, etc., must be approved in advance by the Director prior to using or bringing them into the facility. No decoration of any type shall be attached to the ceiling, covered walls, or furnishings within the Curtis Culwell Center, or to fixtures therein. NO GLITTER OR DECORATIONS CONTAINING GLITTER shall be permitted within the Curtis Culwell Center. NO ARTIFICIAL SNOW is allowed. NO TYPE OF CONFETTI shall be used in decorating the Curtis Culwell Center. No throwing of CONFETTI, RICE, OR BIRDSEED shall be allowed within the Curtis Culwell Center or upon the grounds thereof. If any of the previous prohibited uses are done, the Lessee will be charged a clean-up fee at the prevailing rate. NO CANDLES shall be permitted. Fabrics or other decorations may need to have a Certificate of Fire Retardancy.
- 28.02 Decorations, signs, banners, and streamers must be approved by an Event Coordinator. Under no circumstances are helium balloons or adhesive-backed decals to be given away or permitted. Any cost incurred by the Curtis Culwell Center from the use of, or removal of, these items will be charged to the Lessee at the prevailing labor and materials rate. No signage may be taped on the glass or doors of the facility.
- 28.03 The Curtis Culwell Center reserves the right to exclude certain exhibit and/or decorating material that, in the opinion of the Director, creates an unreasonable or unnecessary risk of injury or damage to persons or property.

XXIX. CHAPERONES

- 29.01 *Chaperones:* Any events where youth will be present, there must be one (1) adult chaperone for every twenty-five (25) children. For the purposes of this section, "children" shall mean any person less than eighteen (18) years of age, and "adult chaperone" shall mean any person over twenty-five (25) years of age.

XXX. CLEAN UP

Board Approved June 30, 2005
Revised July 31, 2012
Revised January 21, 2015
Revised June 13, 2017
Revised January 8, 2019 (Alcohol)

- 30.01 Lessee shall return the Curtis Culwell Center and its furnishings to the same general condition as when received, ordinary wear and tear accepted.

XXXI. TRASH DISPOSAL

- 31.01 The Curtis Culwell Center provides a cost effective system of trash removal for the Lessee to discard quantities of debris such as boxes, containers, etc., by a 30-yard trash compactor with sanitizer that is available before, during, and after your event. Additional containers may be made available as well.

XXXII. NON-CONFORMING EVENTS

- 32.01 An event, performance, activity, or exhibit, which is likely to create an unreasonable risk of injury or damage to the facility, the Lessee, or patrons thereof, or any event that has been scheduled due to false or misleading information provided by the user shall be rejected, canceled, or terminated.
- 32.02 The Director shall cancel or terminate any lease agreement if an event, performance, activity, or exhibit being promoted or sponsored by the Lessee has been declared obscene by a court of competent jurisdiction.
- 32.03 Use of the Curtis Culwell Center to accommodate childcare groups for day care or nursery uses will not be permitted unless otherwise approved by the Director.

XXXIII. ITEMS NOT ALLOWED

- 33.01 No food or drink, weapons, tobacco, or any other inappropriate item(s) may be brought into the facility. The Curtis Culwell Center invokes a Clear Bag Only Policy for all events. At certain events, cameras, video recorders, or other recording devices may not be allowed.

33.02 CLEAR BAG POLICY

To ensure guest safety and a quicker entry into the facility, the Curtis Culwell Center has implemented a bag policy limiting the size and type allowed at all events.

While the CCC encourages guests not to bring bags if possible, the following are permissible:

- Clear plastic, vinyl or PVC bags that do not exceed 12" x 6" x 12"
- One-gallon clear plastic Ziploc-style bags
- Clutch bags approximately the size of a hand

- Medically necessary items

XXXIV. PATRONS WITH DISABILITIES

- 34.01 The American with Disabilities Act of 1990 (ADA) prohibits discrimination against individuals with disabilities with regard to employment and public accommodations. The Curtis Culwell Center falls under the requirements of the ADA.
- 34.02 The ADA defines a person with a disability as being physically or mentally impaired in a way that affects major life activities. This includes, but is not limited to, impairments that require confinement to a wheelchair, blindness, deafness or other physical disability, as well as mental illness, retardation, contagious and non-contagious diseases including infection with HIV, tuberculosis, drug addiction, and alcoholism.
- 34.03 The Curtis Culwell Center is committed to ensure all patrons enjoy a pleasant and memorable experience including patrons with disabilities. No individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities. Further, no individual shall be subjected to discrimination. Every Lessee is responsible for all facets of their event to be in compliance under the ADA.

The information provided in this section is intended to highlight certain relevant provisions of the ADA, but is not a comprehensive listing of all applicable, or potentially applicable, provision of the ADA. It is the Lessee's responsibility to identify and comply with all provision of the ADA implicated by Lessee's use of the Curtis Culwell Center.

- 34.04 All primary entrances to the facility, events, exhibit booths, entrances and exits to rooms, suites, and arena floor seating when applicable must be accessible to and barrier free to people with disabilities. A clear path of travel for circulation within the facility must be maintained. A "path of travel" includes a continuous, unobstructed (or barrier free) way of pedestrian passage. Protruding objects must not impede access. All paths of travel must be in excess of 36 inches in width.
- 34.05 The Curtis Culwell Center has a number of accessible parking spaces as required by the ADA near the east and west entrances. A valid disability parking permit is required to park in these designated spaces. Both entrances have passenger-loading zones that are accessible.
- 34.06 All restrooms are accessible to the disabled. The facility also has unisex restrooms for disabled patrons that have a companion to assist them.

- 34.07 It is always a good idea to send out a speaker invitation form that requests information about providing accommodations, so that accommodations can be made in advance, if needed. The Curtis Culwell Center can provide stages with ramps to the stage that are ADA compliant with adequate notice.
- 34.08 The ticket counters and concession counters at the facility are ADA compliant. Separate tables for the disabled outside of these areas are not allowed. The facility can supply tables that are ADA compliant. At least 5 percent of the tables at an event must be accessible at events where reservations are not made in advance and disabled patrons may be attending. Tables should be at least 32 inches to 34 inches between the bottom edge of the table and floor. Many motorized wheelchairs cannot fit under a table that is 28" above the finished floor. Tables of adequate height should be reserved for the disabled until the entire room is filled to capacity.
- 34.09 Dressing rooms, fitting rooms, and locker rooms at the facility are ADA compliant. Under the ADA, a wheelchair-bound patron should be able to make a 180-degree turn in a dressing room without interference from any door. A bench must be provided. If full-length mirrors are provided, they should allow a seated or standing person a full view of the mirror.
- 34.10 The First Aid Station at the facility is ADA compliant and is located on the arena upper concourse level.
- 34.11 *Auxiliary Aids and Services.* The general statement for auxiliary aids states that a public accommodation shall take those steps necessary to ensure that no individual with a disability is denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services such as qualified interpreters, *assistive listening devices (ALD)*, etc. The ADA requires that people with disabilities be accommodated in such a way as to allow them to enjoy the rights and privileges available equally to those without disabilities.
- 34.12 *Assistive Listening Devices (ALD)* – ALD systems are intended to augment standard public address and audio systems by providing patrons with a hearing impairment to participate in or enjoy an event. The minimum number of devices shall be equal to no less than 1% of the available seats with 25% of the devices being compatible with hearing aids. The facility can provide these devices to the Lessee for distribution to disabled patrons at events at no charge to the Lessee. The Lessee shall not charge a fee to patrons for use of the ALD. However, the Lessee is responsible for providing personnel for distributing the devices and for ensuring that all devices are returned undamaged. A patron requesting an ALD must leave a major credit card or a driver's license to obtain use of an ALD.

- 34.13 Where applicable, large print and/or Braille programs should be made available for those with sight impairments when these materials are available or handed out to the public.
- 34.14 Service animals are an integral part of mobility for many people with sight disabilities and are even employed to help some people with mobility impairments. Service animals shall be allowed and accommodated at all events.
- 34.15 Other accommodations are often requested by those with disabilities, besides the specific equipment needs. In addition to staffing needs to accommodate non-disabled patrons, each public event should have an adequate number of event staff to offer a reasonable level of personalized service to disabled patrons as well.
- 34.16 Seating is one of the most important issues under the ADA. Wheelchair areas must be an integral part of any seating plan and shall be provided so as to provide people with physical disabilities a choice of admission prices and lines of sight comparable to those for members of the general public. At least one companion seat shall be provided next to (not behind or in front of) each wheelchair seating space. The purpose here is to keep friends and families together, rather than requiring them to be seated separately. As you can imagine, it is important to those with disabilities to be treated like everyone else as nearly as possible and thus side-by-side seating is very important to them.
- 34.17 When seating capacity exceeds 300, wheelchair spaces must be provided in more than one location and allow a line of sight comparable to that of non-disabled patrons.
- 34.18 Under the ADA, the in-filling of unsold wheelchair accessible seats and companion seats is permitted. Ambulatory seats (folding arena chairs) may be installed in these unsold areas when not required to accommodate wheelchair users. However, at ticketed events, these spaces must be held open for sale to no less than 24 hours before the event if the event has not been sold out.
- 34.19 Below are seven sensitivity suggestions for assisting patrons with disabilities:
- A. Please use the words "disabled" or "disability" instead of "handicapped". People with disabilities requested Congress not to use the term "handicapped" in the ADA.
 - B. When assisting a person with a disability, instead of asking the person about their disability, as "How can I accommodate you?" or "How may I assist you?"
 - C. If for any reason there is an error and the disabled person cannot easily access your booth, space, session, etc., attempt to serve the disabled patron with personalized service as necessary.

- D. Please politely address and assist those with disabilities, without being patronizing or demeaning.
- E. Please have the necessary information to direct them or to an information area or person that may be able to assist them.
- F. Request your employees and co-workers to be sensitive to the needs and feelings of those with disabilities.
- G. Please do not lean against or hang on someone's wheelchair. Many people with wheelchairs treat their wheelchair as an extension of their bodies.
- H. When admitting a disabled person into an event, do not ask for proof of his/her disability.

XXXV. OTHER REQUIREMENTS

- 35.01 Any other matter not covered in these policies shall be determined by the Director. For additional information on ticketed events in the arena, please refer to the *Box Office Procedures Manual*. For additional information relating to catering policies and procedures please refer to the *Catering Rules and Regulations*.