

**GRANVILLE ARTS CENTER
GARLAND, TEXAS**

POLICIES AND PROCEDURES

**The Granville Arts Center Policies, Procedures and Rates are subject to annual review by the
Garland Cultural Arts Commission.**

January 1, 2017

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Throughout these policies and procedures, the following abbreviations shall be used:

GCAC shall refer to Garland Cultural Arts Commission.

GAC shall refer to Granville Arts Center.

Theatre shall refer to Plaza Theatre.

**POLICY STATEMENT
PATTY GRANVILLE ARTS CENTER
GARLAND, TEXAS**

The Patty Granville Arts Center (GAC) is the result of a community effort directed toward the development of a local facility which can accommodate offerings of a variety of performing arts forms.

In order to establish direction for building policies and operating procedures the following guidelines shall apply to the overall operation of the Center.

1. The GAC shall provide our City with a facility that will make available to the community a broad range of entertainment, educational, and cultural events.
2. The GAC shall provide Garland Arts groups with a facility to encourage and develop their local programs and activities which include classical, symphonic and popular music forms, dance programs, theatrical productions, and other such artistic and cultural programs.
3. The GAC shall provide a facility which will encourage and expand other cultural, artistic and educational opportunities to the community and accommodate appropriate public gatherings.
4. The GAC shall develop and maintain a public relations and marketing program which will encourage extensive and broad based use of the facility by other local, regional and national organizations, promoters and others so as to maximize the public's access to a complete program of cultural arts.
5. The GAC shall further pursue a policy designed toward maximizing available revenues by establishing reasonable use charges; seeking special grant support as may be available; and implementing a prudent fiscal plan for expenditure of available local funds.

PART I

GENERAL POLICIES & PROCEDURES

Section 1 - Purpose

1.1 Council adopted policy statement. The purpose of these policies and procedures is to assist interested persons in leasing and using the GAC. In addition and since the Center is a publicly owned facility, these policies and procedures provide guidelines for maximizing the utilization of the facility and for protecting it from physical damage or abuse.

Section 2 - Operational Hours

2.1 The operational hours of the GAC shall be 9:00 a.m. to 11:00 p.m. Monday through Thursday, 9:00 a.m. to 12:00 Midnight Friday and Saturday, and 12:00 Noon to 10:00 p.m. on Sunday.

2.2 The GAC will not be available on any legal holiday observed by the City of Garland, and on Easter Sunday.

2.3 The business office will be open from 9:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays ordinarily observed by the City.

Section 3 - Reservations

3.1 Building Reservations and other ordinary business transactions shall be conducted during normal business hours. Exceptions may be required when unusual circumstances exist.

3.2 Requests for reservations should be submitted at least ninety (90) days prior to the date desired. Reservation requests received less than ninety (90) days prior to the requested date will be confirmed at the discretion of the GAC Director and will be based on building availability, complexity of the request and such other factors as may be presented by the event or activity. All General Reservation Requests and Contracts shall be handled on a first-come, first-served basis.

3.3 Contracts

3.3.1 All reservation requests shall be confirmed by written contract signed by the Director of the GAC or other designated GAC Staff member and by an authorized representative of the requesting person or group.

3.3.2 Reservations shall not be considered firm until said contract(s) are completed and advance moneys are received.

3.3.3 A contract shall not be signed by the Director of the GAC until the licensee has provided all necessary information to determine the specific arrangements, facilities, and services required for the event.

3.3.4 The person who signs the contract, or their designated representative, shall be present at the time of the scheduled event(s). The organization or person named as Licensee on contract, or their designated representative, shall be available to the GAC Staff in the event that a problem or question should arise.

3.3.5 On contracts where the activity or event may not be encompassed within the stated policies of the City, the Director of the GAC shall obtain a policy interpretation from the City Manager or his authorized representative.

3.3.6 These policies are incorporated by reference into all GAC contracts. In the event of conflicts, the signed contract document shall take precedence.

3.3.7 The person signing contract must be at least 21 years of age.

3.3.8 The contract will include a list of all persons authorized to act as a designated representative for the Licensee.

3.4 Reservations shall be scheduled on an hourly basis and shall include all rehearsal time, performance time, and move-in and move-out time.

3.5 Reservations for rehearsals that exceed the allotted time allowed for on the Schedule of Fees and Charges shall be contracted for based upon the availability of time and space. In the case of such extended rehearsals, the GAC may deem it necessary to provide rehearsal space in areas other than those scheduled for the event itself.

3.6 As a general rule, reservations for rehearsals on Friday or Saturday night will be charged at the performance rate.

3.7 No Licensee having a confirmed reservation shall sub-lease or assign its reservation to another person or organization.

3.8 No Licensee having a confirmed reservation shall rotate, exchange, trade or otherwise alter its designated hours with another person or organization having a confirmed reservation without first receiving permission from the Director of the GAC.

3.9 The GAC staff shall, at peak usage times, give preference in booking to clients whose primary business location is in the city limits of Garland and/or has established themselves as clients in good standing of the GAC. Once established, the client may request those same dates in subsequent years.

Section 4 - Cancellation of Reservation and Transfer of Event Date

4.1 Any Licensee having a confirmed reservation shall promptly notify the Director of the GAC when a scheduled event has been canceled. If the reserving person or organization fails to make said notification, the Director of the GAC may cancel all future confirmed reservations held by that Licensee.

4.2 If notification of a cancellation of an event is not made at least ninety (90) calendar days in advance of the scheduled event, then the Licensee shall forfeit all deposits or advance moneys previously paid.

4.3 The GAC will not cancel any confirmed reservation except in extreme situations that are beyond the control of the GAC. Extreme situations include, but are not necessarily limited to, fire, flood, wind, other acts of God, man-made disasters, construction, or third party litigation that render the facility unusable or otherwise unsuitable for the scheduled event.

4.4 The City of Garland shall not be liable for any loss of revenue, fees or other receipts that result from a cancellation of reservations as provided for in Section 4.3 of these policies.

4.5 Cancellation Policy: If your event cancels for any reason, the Granville Arts Center will suffer losses, and the closer in time to the scheduled event that your cancellation occurs, the greater those losses will be. Therefore, you agree to pay at the time of cancellation liquidated damages as follows:

More than 60 days, less than 90 days prior to event
... an amount equal to 25% of the total rental fee

More than 30 days, less than 60 days prior to event
... an amount equal to 50% of total rental fee

Less than 30 days prior to event
... an amount equal to 100% of total rental fee

4.6 One Time Transfer of Date - Deposits will be due upon signing of contract. When an event date is transferred 60 days in advance of the event, a transfer fee of \$100 will apply. New date must be within 6 months of the original date.

Section 5 - Advance Fees and Charges

5.1 Advance Fees

5.1.1 Except as provided elsewhere in these policies, The GAC Director shall have the authority to collect from all Licensees, in advance, one-half (1/2) the total contract rental fee. For rentals that total \$200.00 or less, the full amount will be due upon signing of the contract.

5.1.2 Refund of advance fees will be made under the following conditions:

- A.** The reserving party gives notice of cancellation at least ninety (90) calendar days prior to the date reserved.
- B.** When the event must be canceled by the GAC as stipulated in 4.3 of these policies.
- C.** When it is mutually agreed that it would be advisable and in the best interest of all concerned to cancel the event.
- D.** When the event(s) is canceled by the Director of the GAC in accordance with Section 4.1 and said cancellation occurs at least ninety (90) calendar days in advance of the scheduled event.

5.1.3 Advance fees shall not be used to defer any damages to the building or equipment incurred as a result of the Licensee's use of the premises. Damages shall be assessed and billed separate to the contract rental rates.

5.2 Rental Fees

5.2.1 The rental fee for use of the GAC shall be determined according to fee schedules and user categories approved by the City.

5.2.2 Except as otherwise provided herein, the Director of the GAC shall determine the appropriate category, fee schedule, and rates for all Licensees.

5.2.3 Balance of contractual rental fees shall be due two weeks prior to the scheduled event(s). All extended occupancy fees, and miscellaneous fees and charges shall be due and payable at the GAC by 5:00 p.m. the next working day following the occupancy period. The Director of the GAC may, when circumstances dictate, require by way of contract that said fees and charges be remitted before the completion of the event.

5.2.4 A non-profit rate as referred to in the Schedule of Fees and Charges shall apply to any organization incorporated as a not-for-profit corporation showing proof thereof and operating as such under the Internal Revenue codes of the United States and to established religious organizations.

5.2.5 A commercial rate as referred to in the Schedule of Fees and Charges shall apply to all Licensees not classified as either a non-profit organization, affiliate or associate organization.

5.3 All checks shall be payable to the City of Garland and all moneys collected by the GAC shall be deposited in the General Fund of the City of Garland.

5.4 Depending on the circumstances and/or the availability of personnel, occupancy periods prior to or later than the stated operational hours may be permitted at the discretion of the Director of the GAC, and may be subject to higher fees as specified in the schedule of fees and charges. Building usage between the hours of Midnight and 6:00 a.m. will be charged at the overtime rate.

5.5 Any part or portion of an hour shall be charged as a whole hour.

5.6 Any Licensee or party hired or associated with Licensee that sells food, drinks, video tapes, photographs, recordings, tapes, and/or novelty items, etc., in the parking lot, lobbies, or areas adjacent to the GAC shall be required to pay the GAC a per table fee or a flat rental fee for the area.

Section 6 - Other Services

6.1 On-duty GAC Staff shall not perform operational services in conjunction with an event unless those services were contracted for in accordance with these policies and procedures. Nothing here is contemplated as to preclude said staff from performing those duties normally associated with the efficient and orderly execution of an event.

6.2 Any Licensee requiring additional services other than those normally provided shall assume all expenses for such services or installations. Additional services shall include but not be limited to special sound, lighting or electrical service, ushers, ticket attendants, stage hands, set construction or other services not incidental to the event. All such services shall be approved by, and/or coordinated with the Director of the GAC.

6.3 The GAC may require that one approved Staff or approved contract labor person be used on the crew of any Licensee using the main auditorium. This is to ensure that all equipment is not misused in any manner.

6.4 The GAC scene shop may be used only at times concurrent with the Licensee's use of either auditorium at the GAC. The scene shop will normally be used only for the assembly and/or repair of sets or props constructed elsewhere. Due to noise limitations, and the demands of concurrent use of both auditoriums, the GAC reserves the sole right to limit the Licensee's access to the scene shop, or portions of the scene shop, and the licensee's use of GAC owned tools in the scene shop.

6.4.1 Additional rental will be charged for use of the scene shop when not concurrent with the Licensee's use of the Auditorium.

6.4.2 The Licensee will be charged one hour rental for each day that sets, props, or materials are delivered before the Licensee arrives for their contracted rental date, or that remains after the Licensee's rental date.

6.4.3 The use of aerosol spray paint is prohibited in the GAC.

6.4.4 The GAC reserves the right to approve all forms of materials and construction techniques of all items constructed at or brought into the GAC.

6.4.5 The Licensee using the scene shop shall clean up the scene shop to the satisfaction of the GAC staff. Failure to satisfactorily clean up and/or store all materials will result in the Licensee being fined \$50.00 per day.

6.4.6 Set construction and painting of sets shall be confined to the scene shop area, except, that minor construction and painting may be authorized by the Director of the GAC when said work can be done in a manner that will not damage the facility.

Section 7 - Building Use and Occupancy

7.1 Licensees shall use only those areas of the GAC, and time periods for which they have contracted.

7.1.1 Front hallways, lobbies, concession and common areas shall not be obstructed in any way or utilized in such manner that may interfere with regular building operations.

7.1.2 The use of the lobby areas for eating by cast or crew is strictly forbidden except when a room has been specifically rented for that purpose.

7.2 All deliveries shall be brought into and out of the Center at such times and at such entrances as may be designated by the GAC.

7.3 Unless specifically contracted for to the contrary, no Licensee shall permit any set, costume, musical equipment or other property owned and/or used by the Licensee to be or to remain down stage of the proscenium arch except at such

times as the Licensee is actually and properly making use of the auditorium. Should the Licensee fail to comply with this Section, the GAC may remove said property or cause it to be removed at Licensee's expense and without liability for any damage incidental to said removal, or the GAC may charge, in accordance with the schedule of fees and charges, the Licensee for the unauthorized use or occupancy of the premises. (Affiliates exempted)

7.4 No items or materials shall be nailed, tacked, screwed or otherwise physically attached to any part of the GAC or grounds without permission from the Director of the GAC.

7.5 The use of any decorative materials shall be approved by the GAC.

7.6 Any decorative materials authorized by the Center shall be treated with flame proofing and shall comply with any regular or special requirements of the Garland Fire Department. Except as authorized by the Fire Marshal's Office, the use of candles, open flames, and pyrotechnics is prohibited.

7.7 Distribution or display of posters, handbills, booklets, brochures, or other materials shall be permitted only in areas and for duration designated by the GAC.

7.8 Except as otherwise provided for in these Policies and Procedures, materials, tickets, memberships, donations, and/or services shall not be distributed, sold, or solicited to other persons or groups using the Center unless permission to do so has been obtained from the other Licensees and the GAC, and then only in a manner as prescribed by the Director of the GAC.

7.9 Only personnel authorized by the GAC shall be allowed to operate Center-owned equipment.

7.10 Only personnel authorized by the GAC shall be allowed to set-up and breakdown Center-owned equipment and furnishings. All Licensees shall specify the types of equipment and/or furnishings required at the time reservations are confirmed. No additional furniture or equipment other than that provided by the Center shall be used without the prior approval of the GAC.

7.11 GAC lobby and office furniture shall not be moved from one area to another.

7.12 By ordinance of the City of Garland, the GAC is a Smoke-Free facility. These rules must be observed and enforced by those renting the GAC.

7.13 In cases where attendance exceeds that designated for an area, GAC Staff may stop scheduled event until attendance meets required numbers. The aisles must be kept clear. Otherwise, Fire Marshal will be called, fines may be assessed and event may be canceled. It is the responsibility of Licensee to maintain the correct attendance in areas leased.

7.14 No food or drinks allowed in the GAC auditoriums.

7.15 No paper or duct tape may be used on floors of stages or rehearsal hall. Cloth or vinyl tape is allowed but must be removed immediately after performance by Licensee.

7.16 Any resin or soap powder used by the dancers shall be removed from stage immediately after performance. This may not be used on bare stage. Dancers must not be allowed on carpeted areas with dance shoes that have been exposed to resin or soap powder.

7.17 The GAC reserves the right to require dance companies to use a special dance floor in order to protect the stage of the main auditorium.

7.18 No lights or props being used by one Licensee may be moved by another Licensee without approval from the GAC Staff who has received approval from the owner.

7.19 In addition to those spaces specifically listed on the contract, the GAC may provide Licensee with use of such dressing, storage and other ancillary spaces as shall be necessary and available. Licensee may be forced to share such ancillary spaces with other Licensees when both theatres are rented concurrently.

7.20 Occasionally, events may be scheduled into a theatre between performances of another show. Lights scenery, rigging or other items set for the first show may not be moved by the second group.

Section 8 - Box Office

8.1 Licensees using the GAC shall be required to pay for all permits, licenses, and taxes on tickets required for their event.

8.2 The GAC reserves the right to approve all forms of tickets, accounting records and reports used by a Licensee in staging any event or activity.

8.3 Ticket sales shall not exceed the seating capacity of the area contracted for.

8.4 The GAC Box Office is a secured area, and available only to City of Garland employees using the computerized ticketing system.

Section 9 - Liability, Damages, and Security

9.1 Any Licensee using the GAC shall assume all responsibility for any damages to the premises or equipment resulting from the use of said premises or equipment by the Licensee or Licensee's employees, agents, or visitors. This includes, but is not limited to, damage as a result of direct misuse of lighting equipment, stage rigging, and or sound equipment. This includes damage that occurs as the result of the Licensee failing to return or restore the premises or equipment in a safe and proper manner. Includes, but not limited to: failing to properly balance the stage rigging counterweight system; failure to stack stageweights in a safe manner; failure to stack backdrop bottom weight pipes safely, failure to focus lights so that they do not burn other equipment or scenery; failure to turn the sound system volume down, or defeating the compressors/limiter, that causes speaker failure. The contracting person or organization named on the contract as Licensee shall assume all costs of repair and/or replacement. In the case of equipment or furnishings, damages shall be assessed at replacement cost. The GAC shall not be liable to Licensee or Licensee's employees, agents, or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the premises due to any cause whatsoever, and Licensee agrees to indemnify the GAC and hold it harmless from any loss, expense or claim arising out of any such injury or damage.

9.2 The GAC reserves the right to require the Licensee to provide liability and property damage insurance covering the GAC. The amount of insurance required shall be determined by the City of Garland, but shall not be less than \$50,000/\$100,000 bodily injury and \$1,000,000 property damage. In such cases, the user shall show proof of coverage at the time the reservation is confirmed.

9.3 The Director of the GAC shall determine, in conjunction with the Police Department, the amount and type of security necessary to protect persons and/or property at any event held at the Center. Security requirements shall be made a part of the contract and all costs associated with increased security shall be borne by the Licensee contracting for the Center.

9.4 All keys to the building and areas of the building shall remain at all times in the possession and control of the City's personnel or designated agents.

9.5 GAC personnel or its agents shall remove from the premises any person who is causing a disturbance, damaging property or engaging in any other conduct which is deemed threatening, dangerous, or otherwise objectionable. GAC personnel shall file with the City Manager's Office and the Director of Police Services a written report naming the person(s) removed from the Center and the circumstances surrounding said removal.

9.6 Any Licensee using the GAC shall cooperate with City personnel or its agents in filing any required injury or damage reports.

9.7 The City of Garland shall not assume any responsibility for property placed in or around the GAC nor will it store any property not belonging to the City. Any property left in or around the Center for more than thirty (30) days shall be considered abandoned and may be disposed of in a manner described by the City of Garland. This section shall not preclude the authorized display of materials or the on-going use of certain equipment owned and used by user groups.

9.8 Two (2) adult (18 or over) chaperons shall be required for functions of 20 youth (under age 18) or less with one additional chaperon for each 15 youth. Chaperons of groups rehearsing or attending functions at the Center shall be present when individuals from the group begin arriving and shall remain throughout the activity and not vacate area until all youth have left the facility and immediate area.

9.8.1 All groups of children under age seven shall be supervised by one adult to every fifteen children.

9.8.2 Group leaders shall be responsible for supervision of all their youth.

9.9 GAC Staff shall have the authority to suspend any person from using the GAC for up to 90 days for consistent violation of Center policies or abuse of the facilities. If person in question is associated with a group renting the facility, GAC Staff will inform the representative of that organization that a member of their group is violating policies of the Center. Repeated violations are grounds for suspension of persons and/or organizations.

Section 10 - General

10.1 Gambling, or loitering shall not be permitted on the premises of the GAC.

10.2 All donations, gifts, services, or other items that a person or organization wants to give to the GAC shall first be approved by the Director of the GAC. Any items donated to the Center shall become the property of the City free and clear of any encumbrances.

10.3 All Licensees using the Center for any purpose shall comply with all GAC, federal, state and local laws, including all ordinances of the City of Garland and all rules, regulations, and requirements of the Police and Fire Departments.

10.4 No person shall present, to the media or other persons, themselves as a representative or spokesperson for the GAC unless such representation has been expressly approved by the Director of the GAC.

10.5 Any Licensee using the GAC shall be responsible for paying any and all royalties, licenses, and copyright fees and taxes resulting from the use of the Center. Users of the Center shall hold the City harmless from any claims made against the City of Garland as a result of a Licensee's failure to pay such amounts as required.

10.6 Abuse of these operating Policies and Procedures may result in the termination of any outstanding contracts and/or the suspension of building use privileges for a period not to exceed six (6) months. Subsequent violations of these Policies and Procedures may result in a permanent suspension of building use privileges. Any Licensee who has violated these Policies and Procedures shall be notified in writing by the Director of the GAC as to those policies and procedures violated and said notification shall indicate the terms and conditions of any suspension of building use privileges. Any Licensee so notified may appeal said suspension to the GCAC within ten (10) days of receipt of notification of the suspension. This appeal should be in writing and should show cause as to why the suspension should not be upheld.

10.7 No person shall, on the grounds of race, color, national origin, sex, or handicapped status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of the City or any Licensee contracting for the use of the GAC.

10.8 Any matter not covered by these rules shall be determined by the Director of the GAC and/or GCAC and all such determinations or decisions shall be final.

PART II

AFFILIATE ORGANIZATIONS

Section 1 - Affiliates

1.1 In accordance with the objectives of the GAC Policy Statement, the GCAC may designate specific community-based arts groups as having Affiliate status.

1.2 Affiliate designation entitles the designated group to reduced fees and gives the group preferential treatment for booking the facility, except during peak periods (see section 7.1.1).

Section 2 - Criteria for Affiliates

2.1 In order for a group to be considered as an Affiliate, they shall meet the following criteria:

2.1.1 The group must be a Garland-based arts group.

2.1.2 The group must be incorporated by the State of Texas as a not-for-profit corporation.

2.1.3 Not less than Fifty-one (51) percent of the Board of Directors must be Garland residents or work in Garland.

2.1.4 The non-profit organization must have been in existence for at least five years.

2.1.5 The group's stated and demonstrated purpose must be compatible with the policy statement adopted for the GAC by the City Council.

2.1.6 The group must agree to follow the operating Policies and Procedures as set forth by the GCAC.

2.1.7 The group must notify the GAC Director when there are changes to the Board of Directors.

Section 3 - Application for Affiliate Status

3.1 Any group desirous of Affiliate status should submit to the GCAC the following:

3.1.1 A letter indicating the group's interest in becoming an Affiliate and outlining the purpose of the organization. Said letter should be signed by the President of the organization.

3.1.2 A copy of the organization's articles and certificate of incorporation.

3.1.3 A list of Board members, officers, and their addresses.

3.2 The application shall be submitted to the Director of the GAC who shall place it on the agenda for the GCAC's next meeting. (Regularly scheduled GCAC meetings are the Tuesday following the 3rd Monday of January, April, July, and October.)

Section 4 - Termination of Affiliate Designation

4.1 A group, once approved, shall have Affiliate designation as long as it continues to meet the criteria for Affiliate status. If it is determined by the GCAC that the group no longer meets the criteria for Affiliate status, the GCAC shall notify, in writing, the President of said group that they no longer meet the criteria and shall state those criteria no longer being met. This criteria does include adherence to the Policies and Procedures for the GAC.

4.2 The President of said group shall have thirty (30) days from the date of notification to show cause to the GCAC why Affiliate designation should not be terminated.

Section 5 - Applicability

5.1 Unless otherwise stated in Part II, these operating Policies and Procedures as listed shall apply in their entirety to all Affiliate groups.

5.2 The Director of the GAC and the GCAC shall retain the right to limit an individual's or Affiliate's access to City-owned equipment and to establish standards for materials used on the premises. Only persons authorized by GAC Staff may operate technical equipment within the Center.

5.3 In return for considerations granted to Affiliate groups, Affiliate group must assist in cleaning of areas used as part of this agreement.

Section 6 - Reservations

6.1 Affiliate groups may throughout the year submit a request for reservation dates and times. This request should include the anticipated dates and times required for the next calendar year or performing season, whichever is most appropriate.

6.1.1 Tentative reservations exceeding one year in advance will not be officially confirmed by the GAC until all other Affiliate groups have submitted their dates.

6.1.2 Tentative reservations not confirmed by the Affiliate at least one year in advance may be released by the GAC to any client requesting that date.

6.1.3 No Affiliate group may reserve more than one tentative date for the same event during the months of May and December. Nothing in this policy shall be construed to prohibit an Affiliate group from scheduling multiple performances of the same event.

6.2 To maximize theatre usage, orchestra rehearsals other than final dress rehearsals may be moved to another space available in the GAC.

6.3 Before the Director of the GAC signs any contract for reservations, all conflicts in the requested reservations shall be resolved by the Affiliate groups having said conflicts.

6.3.1 In the case of conflicts that cannot be resolved between the groups, the Director of the GAC is empowered by the GCAC to resolve the conflicts. The Director will prioritize the requests using the following criteria:

6.3.1.1 Affiliates booking a "season" with multiple performances at the City of Garland art facilities.

6.3.1.2 Affiliates booking a "season" of single performances at the City of Garland art facilities.

6.3.1.3 Affiliates booking single performances at the City of Garland art facilities.

To qualify as a "season," the following criteria must be met:

1. "Season" tickets for booked events must be available to the public for purchase prior to the start of the season.

2. A "season" must contain at least two events in a twelve-month period.

3. A "season" cannot be sold for a single event.

6.3.2 Affiliate groups will be assured rehearsal space in and access to theatre areas in the Small Auditorium at least 12 calendar days prior to opening of a production on a Friday or 11 calendar days when opening is scheduled on a Thursday.

6.3.3 Affiliate groups will be assured rehearsal space in and access to theatre areas in the Main Auditorium at least 12 calendar days prior to opening of a production on a Friday or 11 calendar days when opening is scheduled on a Thursday, as long as the dates do not conflict with peak usage times.

6.3.4 The decision of the GAC Director may be appealed to the GCAC.

6.4 Additional reservations made throughout the year for Affiliate groups are made on a first-come, first-served basis. All requests should be in writing and made by the authorized representative of the Affiliate organization.

6.5 An Affiliate group having a confirmed Reservation shall promptly notify the Director of the GAC when a scheduled event or rehearsal has been canceled.

6.5.1 If notification of a cancellation of an event or rehearsal scheduled for a Friday, Saturday, or Sunday is not made at least 60 days in advance of the scheduled performance, the charge for a performance in the space reserved will be charged.

6.5.2 If notification of a cancellation of a rehearsal or meeting scheduled for Monday through Thursday is not made at least two weeks in advance of the scheduled rehearsal, then the Affiliate group shall be charged in accordance with the schedule of fees and charges for the hours booked.

6.5.3 Cancellations in either theatre during the months of May and December, less than 90 days in advance, will be billed to Affiliates at the full rental charge. The Main Auditorium will be charged at the full Non-Profit rate and the Small Theatre will be charged at the full Affiliate rate.

6.6 The person signing a contract for Reservations for an Affiliate group shall have the authority to sign for said organization and said signature shall hold the Affiliate organization responsible for any damages that occur as a result of the organization's use of the facilities. When the building is being used by an Affiliate organization, the organization shall designate and make known to the GAC Director a person who will be on the premises and available to the Center Staff in the event a problem or question should arise during the occupancy period.

Section 7 - Fees and Charges

7.1 Affiliate groups shall receive a reduced fee rate established by the City.

7.1.1 Certain times of the year may be designated as peak usage times for the Main Auditorium, Plaza Theatre and Pace House. Affiliate groups' reduced fees and youth subsidies will not be available during those times. During these Peak usage times, Affiliate group may rent these areas for the regular Non-Profit rate.

7.1.2 City of Garland Youth Subsidies may not be used in the Main Auditorium during peak usage times.

7.1.3 Youth Subsidy productions shall receive one weekend per production in all theatres without attendance requirements. Any additional performances scheduled on following weekends (Friday, Saturday, Sunday) in the theatres which receive a Youth Subsidy will be required to have a minimum of ¼ the capacity of the theatre (i.e. Brownlee Theatre - 250 minimum; Small Theatre - 50 minimum; Plaza Theatre - 90 minimum). All performances with attendance under the minimum required will be charged at the regular Affiliate performance rate and will not be credited to Youth Subsidy. Youth Subsidy Performances on weekends that are not cancelled at least 60 days in advance will be charged at the regular Affiliate performance rate.

7.2 Under normal circumstances, Affiliate groups will not be required to place advance fees as outlined in Section 5.1 of Part I of these Policies and Procedures.

7.3 Affiliate fees and rates may be applied to a non-profit or commercial group's event when said event is sponsored by a designated Affiliate group and the Affiliate group receives at least twenty (20%) percent of the gross revenues or can demonstrate a financial commitment to the event.

7.4 Affiliate groups must pay all rental fees within thirty (30) days from the date of the invoice (which shall be defined as, but not limited to, meetings, lectures, receptions, concerts, or the final performance of a play).

7.5 Any Affiliate organization that becomes over ninety (90) days delinquent on rental fees will have GAC building privileges suspended and may be subject to losing Affiliate status. Appeals may be made to the GCAC where there are extenuating circumstances, and the final decision as to continuing Affiliate status rests with the GCAC.

Section 8 - General Rules

8.1 Affiliate groups will not be required to carry any specified insurance amount. However, all Affiliate groups, for their own protection, should carry liability and property damage insurance.

8.2 . GAC Staff is not required to sell tickets at the GAC Box Office for Affiliate groups whose events are given in facilities that are not owned by the City of Garland.

8.3 Affiliate groups who are rehearsing at the GAC for performances not scheduled at the GAC shall not have same priority reservation rights. These shall be done on a first-come, first-served basis.

8.4 Affiliate groups shall not have to pay the GAC for novelty or concession items sold in lobby areas. Affiliate groups shall make known to the GAC what items it wishes to sell at the time the contract is signed. The GAC reserves the right to specify the areas in which concession items may be served or sold.

8.5 Affiliate groups will be required to use the GAC Box Office computerized ticketing system for all events taking place in the Small Theatre and Brownlee Auditorium.

Section 9 - Lobby and Concession Sales.

9.1 Tables may be placed in specified lobby areas for sale of programs, tapes etc. by Affiliate groups during their performances without charge to the organization.

9.2 Affiliate groups renting the main auditorium will be permitted to sell concessions from the kitchen area and portable bar during intermission. . Affiliate groups renting the small theatre will be permitted to sell concessions from the side lobby concession area.

9.3 Affiliate concessions may only be sold before the show and during the intermission of the individual licensee's show. All concession sales must cease when the individual licensee's show is in progress and concession items must be removed or covered.

9.4 Affiliate licensees may not sell concession items during another group's intermission unless they have been contracted by that organization.

9.5 Concession items must be pre-packaged and may not include popcorn, ice cream, or frozen products.

9.6 There will be no charge for the selling of concessions for Affiliate groups as long as the licensee adheres to Sec. 9 (Lobby and Concession Sales). If an affiliate organization does not comply with these concession policies, they will be charged a fee.

Section 10 – Service of Alcohol

The following guidelines shall apply for the service of alcohol in the Granville Arts Center and the Plaza Theatre for private receptions, meetings and conventions of any official cultural arts Affiliate groups.

10.1 All Affiliate cultural arts groups may serve alcohol, as defined in the Texas Alcoholic Beverage Commission, during any of their scheduled functions. By law and under Texas Alcohol and Beverage Commission regulations, no one is allowed to bring any alcoholic beverages onto the premises. In order to have alcoholic beverages served at your function, you are required to use a licensed alcohol provider for that purpose.

10.2 All groups mentioned above shall conform to all City and State liquor laws and the guidelines of the Granville Arts Center and Plaza Theatre policies and procedures in their use of alcohol.

10.3 Alcoholic beverages shall only be consumed in the area(s) rented to you as stated in the rental agreement. Alcoholic beverages may not be consumed in restrooms, cars, foyers, parking lots, courtyards or surrounding areas of the Granville Arts Center premises and Plaza Theatre. All persons must dispose of their alcoholic beverages

before leaving the designated rented area(s). No one is allowed to leave the Granville Arts Center premises or Plaza Theatre carrying an alcoholic beverage.

10.4 The representative from the organizations listed above who signs the contract must be present during the time that alcohol is being served.

PART III
ASSOCIATE ORGANIZATIONS

Section 1 - Associates

1.1 In accordance with the objectives of the GAC Policy Statement, the GCAC may, on an annual basis, designate specific community-based groups as having Associate status.

1.2 Associate designation entitles the designated group to reduced fees, except during peak periods (see section 7.1.1).

Section 2 - Criteria for Associates

2.1 In order for a group to be considered as an Associate, they shall meet the following criteria:

2.1.1 The group must be a Garland-based arts group.

2.1.2 The group must be incorporated by the State of Texas as a not-for-profit corporation.

2.1.3 Not less than Fifty-one (51) percent of the Board of Directors must be Garland residents, Garland Independent School District residents, or work in Garland.

2.1.4 The non-profit organization must have been in existence for at least 2 years.

2.1.5 The group's stated and demonstrated purpose must be compatible with the policy statement adopted for the GAC by the City Council.

2.1.6 The group must agree to follow the operating Policies and Procedures as set forth by the GCAC.

2.1.7 The group must notify the GAC Director when there are changes to the Board of Directors.

Section 3 - Application for Associate Status

3.1 Any group desirous of Associate status should submit to the GCAC the following:

3.1.1 A letter indicating the group's interest in becoming an Associate and outlining the purpose of the organization. Said letter should be signed by the President of the organization.

3.1.2 A copy of the organization's articles and certificates of incorporation.

3.1.3 A list of board members, officers and their addresses.

3.2 The application shall be submitted to the Director of the GAC who shall place it on the agenda for the GCAC's next meeting. (Regularly scheduled GCAC meetings are the Tuesday following the 3rd Monday of January, April, July, and October.)

Section 4 - Termination of Associate Designation

4.1 A group, once approved, shall have Associate designation as long as it continues to meet the criteria for Associate status. If it is determined by the GCAC that the group no longer meets the criteria for Associate status, the GCAC shall notify, in writing, the President of said group that they no longer meet the criteria and shall state those criteria no longer being met. This criteria does include adherence to the Policies and Procedures for the GAC.

4.2 The President of said group shall have thirty (30) days from the date of notification to show cause to the GCAC why Associate designation should not be terminated.

Section 5 - Applicability

5.1 Unless otherwise stated in Part III, these operating Policies and Procedures as listed shall apply in their entirety to all Associate groups.

5.2 The Director of the GAC and the GCAC shall retain the right to limit an individual's or Associate's access to City-owned equipment and to establish standards for materials used on the premises. Only persons authorized in writing by GAC Staff may operate technical equipment within the Center.

5.3 In return for considerations granted to associate groups, Associate group must assist in cleaning of areas used as part of this agreement.

Section 6 - Reservations

6.1 Reservations made throughout the year for Associate groups are made on a first-come, first-served basis. All requests should be in writing and made by the authorized representative of the Associate organization. No associate group may reserve more than one tentative date in the Main Auditorium for the same event during the months of May and December. Nothing in this policy shall be construed to prohibit an Associate group from scheduling multiple performances of the same event.

6.2 An Associate group having a confirmed Reservation shall promptly notify the Director of the GAC when a scheduled event or rehearsal has been canceled.

6.2.1 If notification of a cancellation of an event or rehearsal scheduled for a Friday, Saturday, or Sunday is not made at least 60 days in advance of the scheduled performance, the fee for a performance in the space reserved will be charged.

6.2.2 If notification of a cancellation of a rehearsal or meeting scheduled for Monday through Thursday is not made at least two weeks in advance of the scheduled rehearsal, then the Associate group shall be charged in accordance with the schedule of fees and charges for the hours booked.

6.3 The person signing a contract for Reservations for an Associate group shall have the authority to sign for said organization and said signature shall hold the Associate organization responsible for any damages that occur as a result of the organization's use of the facilities. When the building is being used by an Associate organization, the organization shall designate and make known to the GAC Director a person who will be on the premises and available to the Center Staff in the event a problem or question should arise during the occupancy period.

Section 7 - Fees and Charges

7.1 Associate groups shall receive a reduced fee rate established by the City.

7.1.1 Certain times of the year may be designated as peak usage times for the Main Auditorium, Plaza Theatre and Pace House. Associate groups' reduced fees will not be available during those times. During these Peak usage time Associate group may rent these areas for the regular Non-Profit rate.

7.2 Under normal circumstances, Associate groups will not be required to place advance fees as outlined in Section 5.1 of Part I of these Policies and Procedures.

7.3 Associate fees and rates may be applied to a non-profit or commercial group's event when said event is sponsored by a designated Associate group and the Associate group receives at least twenty (20) percent of the gross revenues or can demonstrate a financial commitment to the event.

7.4 Associate groups must pay all rental fees within thirty (30) days following the completion of the scheduled event (which shall be defined as, but not limited to, meetings, lectures, receptions, concerts, or the final performance of a play).

7.5 Any Associate organization that becomes over ninety (90) days delinquent on rental fees will have GAC building privileges suspended and may be subject to losing Associate status. Appeals may be made to the GCAC where there are extenuating circumstances, and the final decision as to continuing Associate status rests with the GCAC.

Section 8 - General Rules

8.1 Associate groups will not be required to carry any specified insurance amount. However, all Associate groups, for their own protection, should carry liability and property damage insurance.

8.2 Associate groups should not expect GAC Staff to sell tickets at the GAC Box Office for Associate groups whose performances are not being given at the GAC.

8.3 Associate groups shall not have to pay the GAC for novelty items sold in lobby areas. Associate groups shall make known to the GAC what items it wishes to sell at the time the contract is signed. The GAC reserves the right to specify the areas in which concession items may be served or sold.

Section 9 - Lobby and Concession Sales.

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9.2 Associate groups renting the main auditorium will be permitted to sell concessions from the kitchen area and portable bar during intermission. Associate groups renting the small theatre will be permitted to sell concessions from the side lobby concession area.

9.3 Concessions may only be sold before the show and during the intermission of the individual licensee's show. All concession sales must cease when the individual licensee's show is in progress and concession items must be removed or covered.

9.4 Affiliate licensees may not sell concession items during another group's intermission unless they have been contracted by that organization.

9.5 Concession items must be pre-packaged and may not include popcorn, ice cream, or frozen products.

Section 10 – Service of Alcohol

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10.2 All groups mentioned above shall conform to all City and State liquor laws and the guidelines of the Granville Arts Center and Plaza Theatre policies and procedures in their use of alcohol.

10.3 Alcoholic beverages shall only be consumed in the area(s) rented to you as stated in the rental agreement. Alcoholic beverages may not be consumed in restrooms, cars, foyers, parking lots, courtyards or surrounding areas of the Granville Arts Center premises and Plaza Theatre. All persons must dispose of their alcoholic beverages before leaving

the designated rented area(s). No one is allowed to leave the Granville Arts Center premises or Plaza Theatre carrying an alcoholic beverage.

10.4 The representative from the organizations listed above who signs the contract must be present during the time that alcohol is being served.

