THE ATRIUM AT THE GRANVILLE ARTS CENTER GARLAND, TEXAS

POLICIES AND PROCEDURES

(Revised 4/18/12)

These Operating Procedures are subject to annual review by the Garland Cultural Arts Commission and may be amended by the City Council.

Adopted January 2003

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Throughout these procedures, the following terms shall have the following meanings:

GCAC denotes the Garland Cultural Arts Commission.

The Atrium denotes The Atrium at the Granville Arts Center.

<u>Director</u> denotes the <u>Director of The Atrium at the Granville Arts Center.</u>

THE ATRIUM AT THE GRANVILLE ARTS CENTER***GARLAND, TEXAS

The Atrium at the Granville Arts Center encompasses 6300 square feet. It is encased in glass on two sides and opens onto a spacious 4800 square foot courtyard. The Atrium accommodates up to 450 people and provides an elegant setting for banquets, wedding receptions, meetings, exhibits, seminars and conventions. The rental price includes the lobby, ballroom and outdoor courtyard. Tables and chairs are included in the rental price and the Atrium staff will set-up the tables and chairs. The rental price does NOT include any linens, chair covers or decorations. Client or caterer will provide these items.

In order to establish direction for building policies and operating procedures the following Operating Procedures shall apply to the overall operation of The Atrium.

PART I GENERAL

Section 1 - Purpose

1.1 The purpose of these Operating Procedures is to assist interested persons in leasing and using The Atrium. Since The Atrium is a publicly owned and operated facility, these Operating 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 Atrium are 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 Atrium is not available on any legal holiday observed by the City or on Easter Sunday.
- **2.3** The Atrium business office is normally 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 accommodated 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 only at the discretion of the Director and will be based on building availability, complexity of the request, and such other factors as may be presented by the event. All reservation requests shall be handled on a first-come, first-served basis.

3.3 Facilities Use Agreements

- **3.3.1** All reservation requests shall be confirmed by written facilities use agreement signed by the Director or other designated City representative and by an authorized representative of the requesting person or group.
- **3.3.2** Reservations shall not be considered firm until a facilities use agreement for the event has been completed and advance deposits are received.
- **3.3.3** A facilities use agreement shall not be signed by the Director until the user 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 facilities use agreement, or an authorized representative of that person, shall be present during the full time of the scheduled event(s) and shall be readily available to The Atrium personnel in the event that a problem or question should arise.
- **3.3.5** These Operating Procedures are incorporated by reference into all facilities use agreements. In the event of conflicts, the more specific provision shall take precedence.
- **3.3.6** The person signing the facilities use agreement must be at least 21 years of age.
- **3.3.7** The facilities use agreement must include a list of all persons authorized to act as a representative for the user.
- **3.4** A facilities use agreement may not be subleased, sublicensed or assigned without the express written approval of The Atrium.
- **3.5** No user having a confirmed reservation shall rotate, exchange, trade or otherwise alter the designated reservation date or hours with another user without the express written approval of The Atrium.

Section 4 - Cancellation of Reservation

- **4.1** A user having a confirmed reservation shall provide prompt notification of a cancellation. If the user fails to give prompt notice of cancellation, the Director may cancel all future confirmed reservations held by that user.
- **4.2** Cancellations are subject to the forfeiture of deposits as provided in the facilities use agreement.
- **4.3** The Atrium reserves the right to cancel any confirmed reservation due to circumstances beyond the control of The Atrium including, but not limited to, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados) labor action, strikes or similar acts, moratoriums, curfews, regulations or actions by governmental authorities, or circumstances that render The Atrium unsafe or unsuitable for its intended purposes.
- **4.4** The City shall not be liable for any loss of revenue, fees or other consequential or incidental losses that may result from a cancellation of reservations as provided in Section 4.3, above.

Section 5 - Advance Fees and Charges

5.1 Advance Deposits

5.1.1 Except as provided elsewhere in these policies, one-half (1/2) the total contracted rental fee shall be paid as a non-refundable deposit.

5.1.2 Advance deposits are not a security or damage deposit. The payment of an advance deposit will not be used to defer any damages to the Atrium or equipment incurred as a result of the user's use of The Atrium. Damages shall be assessed and billed separate from and in addition to the contractual rental rates.

5.2 Rental Fees

- **5.2.1** The final balance of the rental fee for use of The Atrium is due no later than two weeks prior to event. The deposit shall be credited to rents, additional charges and any damages payable under this Agreement shall be determined according to fee schedules and user categories approved by the City Manager and are due immediately upon presentation of an invoice for such charges to the user.
- **5.2.2** Except as otherwise provided herein, the Director shall determine the appropriate category, fee schedule, and rates for all users.
- **5.2.3** A non-profit rate as referred to in the schedule of fees and charges shall apply only to an organization incorporated and currently operating as a non-profit organization under Sec. 501(c)(3) of the Internal Revenue Code.
- **5.2.4** A Garland resident rate or Corporate/Non-resident rate as referred to in the schedule of fees and charges shall apply to all organizations not classified as non-profit.
- **5.3** All checks shall be made payable to the City of Garland and all moneys collected by The Atrium shall be deposited into the general fund of the City.
- **5.4** Depending on the circumstances and the availability of personnel, occupancy periods prior to the stated operational hours may be permitted at the discretion of the Director but may be subject to higher fees as specified in the schedule of fees and charges.
- **5.5** Any part or portion of an hour shall be charged as a whole hour.
- **5.6** A user may, with the prior written approval of the Director, sell food, drinks, souvenir programs, video tapes, photographs, recordings, tapes or other items of merchandise at a designated area within or adjacent to The Atrium. If the Director authorizes such sales, user shall provide necessary personnel and, with respect to merchandise sold by the user, the user shall be solely responsible for the payment of sales and other taxes, if any, and for all sales tax and other vendor permits. If the Director authorizes such sales, user agrees to pay City twenty percent (20%) of gross receipts from those sales. Payment shall be accompanied by a sworn certificate setting forth the gross receipts from user's sale of merchandise. "Gross receipts" shall mean total receipts for all merchandise sold during this engagement without deduction of taxes, fees, costs, discounts or any other adjustments. City may participate in the final count and tabulation of receipts. The Director may require the payment of a flat rental fee for each separate area used.

Section 6 - Other Services

- **6.1** On-duty Atrium personnel shall not perform operational services in conjunction with an event unless those services were contracted for in accordance with these policies and procedures.
- **6.2** Any user requiring additional services other than those normally provided shall assume all expenses for such services. Additional services include, but are not limited to, special audio/visual services or other services not incidental to the event. All such services must be approved by, and coordinated in advance with the Director.

Section 7 - Building Use and Occupancy

- **7.1** Users shall use only those areas of the Atrium, and only for the time periods, for which the user has contracted.
 - **7.1.1** Front lobby, concession, and common areas shall not be obstructed in any way or utilized in such manner that may interfere with regular building operations or the use of The Atrium by other users.
- **7.2** All deliveries shall be brought into and out of The Atrium at such times and at such entrances as may be designated by The Atrium personnel.
- **7.3** No materials shall be nailed, tacked, screwed or otherwise physically attached to any part of The Atrium or grounds without permission from the Director.
- **7.4** The use of **any** decorative materials must be approved by the Director.
- **7.5** All decorative materials shall be treated with flame proofing and shall comply with the requirements of the Garland Fire Department. Except as authorized by the Fire Marshal, the use of open flames and pyrotechnics is prohibited. Enclosed candles may be allowed with prior approval.
- **7.6** Distribution or display of posters, handbills, booklets, brochures, or other materials shall be permitted only in the areas, and for the time periods designated by The Atrium.
- **7.7** Only those persons authorized by The Atrium shall be allowed to operate and use facility-owned equipment.
- **7.8** Only personnel authorized by The Atrium staff shall be allowed to set-up and breakdown facility-owned equipment and furnishings. A user must specify the types of equipment and furnishings required at the time reservations are confirmed. No additional furniture or equipment other than that provided by The Atrium shall be used without the prior approval of The Atrium.
- **7.9** The Atrium lobby and office furniture shall not be moved from one area to another.
- **7.10** By City ordinance, The Atrium is a Smoke-Free facility. These rules must be observed and enforced by those renting The Atrium.

7.11 If attendance exceeds that designated for an area, The Atrium may stop a scheduled event until attendance is reduced to meet required numbers. Otherwise, the Fire Marshal will be called, fines may be assessed, and the event may be canceled without refund. It is the responsibility of user to maintain the correct attendance level in areas leased.

Section 8 - Liability, Damages, and Security

- **8.1** The user assumes all responsibility for any damages to the premises or equipment resulting from the use of The Atrium or The Atrium equipment and furnishings by the user or user's employees, agents, or guests including, without limitation, damage resulting from the direct misuse of lighting equipment, staging, or audio/visual equipment and user's failure to return or restore the premises or equipment in a safe and proper manner. The person or organization named on the contract as the user assumes all costs of repair and replacement. In the case of equipment or furnishings, damages shall be assessed at replacement cost. The Atrium shall not be liable to user or to user's employees, agents, invitees, representatives or guests for any injury to person or damage to property on or about the premises due to any cause whatsoever, and user agrees to indemnify and hold harmless The Atrium from any loss, expense or claim arising out of any such injury or damage.
- **8.2** The Atrium reserves the right to require the user to provide liability and property damage insurance covering The Atrium. The amount of insurance required shall be determined by the City, 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. (This coverage may be provided by the contracted caterer for the event.)
- **8.3** A minimum of two security officers is required for any group serving alcoholic beverages, any group with 300 or more attendees, for any youth-oriented event and at the discretion of The Atrium Director. Security requirements shall be made a part of the contract of usage and all costs associated with increased security shall be borne by the user. User must contract with either the Garland Police Department or Dallas County Constables.
- **8.4** All keys to The Atrium buildings and facilities shall remain at all times in the possession and control of the City's personnel or designated agents.
- **8.5** The Atrium may require the immediate removal from the premises of any person causing a disturbance, damaging property or engaging in any conduct that is threatening, dangerous, or otherwise objectionable. A written report shall be filed by The Atrium with the City Manager and the Chief of Police regarding the circumstances of the removal.
- **8.6** Users shall cooperate with City personnel and its representatives in filing any required injury or damage reports.
- **8.7** Excessive amounts of waste left on floors, including but not limited to: food, paper, decorative items or liquids will result in a clean-up fee of not less than \$500. It is the user's responsibility to check out with an Atrium event representative before vacating the property. If user is found in violation of these policies, then user agrees to clean up excessive trash/waste from building or pay \$500 fee before vacating building.

8.8 The City assumes no responsibility for property placed in or around The Atrium nor will the City store any property not belonging to the City. Any property left at The Atrium for more than thirty (30) days shall be considered abandoned and may be disposed of in a manner determined by the City.

Section 9 - General

- **9.1** Gambling and loitering are not permitted on the premises of The Atrium. User understands, agrees and certifies that no illegal gambling will be taking place inside The Atrium and/or on the grounds of the Granville Arts Center.
- **9.2** All donations to The Atrium must be approved by the Director. Any item donated to The Atrium shall become the property of the City free and clear of any encumbrances.
- **9.3** Users shall fully comply with all federal, state and local laws, including all ordinances of the City and the rules, regulations, and permit requirements of the Police, Fire, and Health Departments.
- **9.4** No person shall present themselves as a representative or spokesperson for The Atrium unless such representation has been expressly approved by the Director.
- **9.5** Abuse of these Operating Procedures may result in the termination of any outstanding contracts and the suspension of building use privileges for a period not to exceed six (6) months. Subsequent violations of these Operating Procedures may result in a permanent suspension of building use privileges. A user who has violated these Operating Procedures shall be notified in writing by the Director as to those procedures violated, which notice shall indicate the terms and conditions of any suspension of building use privileges. Any user so notified may appeal the suspension to the GCAC within ten (10) days of receipt of notification of the suspension. This appeal shall be in writing and shall show cause as to why the suspension should not be upheld.
- **9.6** 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 involving the use of The Atrium.
- **9.7** Any matter not covered by these Operating Procedures shall be determined by the Director, the GCAC, or the City Manager, and all such determinations shall be final.

X	
Client Signature	Date
Client Name Printed	