CITY OF SAN ANGELO
SHORT-TERM PUBLIC FACILITY AGREEMENT

This Public Facility Agreement ("Agreement") is made and entered into this 8th day of October, 2014, by and between City of San Angelo ("*Lessor*"), a home-rule municipal corporation of the State of Texas, acting by and through its Civic Events Manager of the public facility ("*Manager*") and **TOM GREEN COUNTY / Judge Steve Floyd** ("*Lessee*"), for the following express purposes and conditions, all of which the Lessee hereby covenants and agrees with *Lessor* to keep and perform:

1. Payment to City and Grant and Term of *Agreement*

1.1 That *Lessor*, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by *Lessee*, does herby grant unto Lessee the right to use and occupy certain space, hereinafter called *Leased Premises*, designated below; and *Lessee* agrees as consideration hereof and as payment for the right herein granted to use the *Leased Premises* to pay *Lessor* as follows:

Leased Premises	Event	Start Date and Time	End Date and Time	Basic Rent	Required Deposit
McNease Convention Center 2/3's BALLROOM	Annual Employee Lunch	9:30 AM 4-10-2015	1:30 PM 4-10-2015	$ 500.00 ½ day rental	
" full ballroom"				$ 750.00 ½ day rentaL	
SAPD *when Required	Officers are paid direct at event location			$ 30.00 hr. x 4 hr min. ea.	N A
Place-settings Linen Napkins	IF requested by client we will order			$ 2.00 each .25 cents ea.	N A
Table Linens Table Skirts	IF requested by client we will order			$ 1.50 each $ 1.00 each	
Spot Light Stage Lights	Includes operator for either			$ 60.00 each	N A
Event Insurance with alcohol (0-500 attendees)	IF not provided by client - we can order			$ 103.00	N A
Event Insurance with NO alcohol (0-500 attendees)	IF not provided by client – we can order			$ 94.42	N A

1.2 *Lessee* agrees to deposit with *Lessor* as a *Security Deposit* for the *Leased Premises* the above referenced sum.

1.2.1 ***Cancellation*** made anytime prior to ninety (90) days before the above-mentioned leasing date – *Lessee* shall be refunded 50% of deposit.

1.2.2 ***Cancellation*** made ninety (90) or fewer days before the above-mentioned leasing date – *Lessee* shall not be entitled to any portion of deposit.

1.3 Upon the leasing date, the Security Deposit may be applied by Lessor against any sum due hereunder. *Lessor* shall not be precluded thereby from pursuing any additional right of Lessor at law or in equity, or otherwise pursuant to this Agreement.

1.4 Lessee further agrees to pay to *Lessor* on demand any and all sums which may be due *Lessor* for additional services, accommodations or materials as may have been requested by *Lessee* pursuant to Article II titled "Additional Services." Total balance owed for additional rents and/or additional services is due 10 business days after the Event.

1.5 The amounts above are based on rates approved by the City Council on July 21, 2009.

_____
Lessee

II. ADDITIONAL SERVICES

2.1 Should *Lessee* require or request additional services, accommodations or materials in addition to those usually and customarily provided for the *Leased Premises,* such as special set-ups or special labor requests, and such additional services, accommodation or material are provided in the sole discretion of the *Manager* or his designee, *Lessee* agrees to pay on demand any sums which may be due *Lessor* for said additional services. Payment shall be made to *Lessor* at the office of the Civic Events Division, 501 Rio Concho Drive, San Angelo, TX 76903. Total balance owed for additional service is due 10 days after Event. See Exhibit "A" titled Rates and Fees Schedule pertinent to *Leased Premises* attached hereto and incorporated herein for all purposes.

2.2 Services, furniture and equipment ordered from the Rates and Fees Schedule are subject to the limits of current inventory. *Lessee* may utilize a supplier of its choice for services or rentals for which *Lessor* has no exclusive providers.

III. USE OF LEASED PREMISES AND EQUIPMENT

3.1 In case the *Leased Premises* or the building of which such *Leased Premises* are a part shall be destroyed or damaged by fire or other cause, or if any other casualty or unforeseen circumstance or occurrence shall render the fulfillment of this agreement by Lessor not reasonably possible, then this agreement shall terminate, and *Lessee's* rent shall be prorated to the time of such termination. *Lessee* hereby waives any claim for damages or compensation on account of such termination that Lessee may have or hereafter acquire and releases Lessor from any liability therefore.

3.2 **Use:** The *Leased Premises* and equipment shall be used for the stated Event and for no other purpose without first securing the written consent of the *Lessor*. *Lessor* reserves the sole right to approve or disapprove the intended use of the *Leased* Premises. *Lessee* may not use the *Leased Premises* for any purpose other than that specifically provided for in this *Agreement*, which use must be in compliance with the provisions of part 12.1 herein.

3.3 **Reserved Rights.** *Lessor* reserves the right at all times to regulate the ushers, gate men, ticket takers and other employees of Lessee, but not to include the details of how their services are performed, and the right to remove from the premises any and all such employed persons of *Lessee,* and the right, through its officers and agents, including its police officers, to eject any person or persons from the building and premises for good reason, such as actual or threatened disruptiveness, security risk, threat, unauthorized presence, non-payment of admission fee, or non-compliance with applicable rules or regulations. In the event Lessor exercises this authority, *Lessee* hereby waives any and all claims for damages against the Lessor on account thereof and releases Lessor from the payment thereof.

3.4 **Lessor's Representative**. *Lessor*, through its *Manager*, police officers, firefighters and other designated representatives, shall have the right at any time to enter any portion of the premises for any purpose whatsoever, and the entire building, including the premise covered by this agreement, shall at all times be under the charge and control of the *Lessor*. The keys to the premises shall remain in possession of the *Lessor*, but during the period covered by this agreement, the entrances and exits of the premises shall be locked or unlocked under the direction of the *Lessee.*

3.5 **Personnel Services.** *Lessee* shall employ sufficient qualified personnel as may be required for the proper use and occupancy of the *Leased Facility* for the purposes herein stated, including, but not limited to, ticket sellers, ticket takers, ushers, stagehands, registration personnel, security guards, paramedics, spotlight operators, sound system technicians, plumbers, electricians, and any other personnel necessary for the handling of freight, decorations, scenery, or other property of *Lessee*.

3.6 **Seating Capacity.** In no event shall attendance at a meeting, dinner, concert, entertainment, exhibition or other event be permitted in excess of the designated capacity as determined by the City's Fire Marshal.

3.7 **Utilities**. *Lessor* shall furnish, at *Lessor's* expense, all heating, cooling, lighting and water necessary for *Lessee's* use of *Leased Premises*, except that *Lessor* shall not be responsible for any loss resulting from any lack of heating, cooling, lighting or water due to an act of God or the unforeseen failure of equipment to operate properly.

3.8 **Decorations.** No decorations shall be put up without the consent of the *Lessor*. **ANY EVENT** with food or retail vendors must check with facility staff **before** decorations are put up in any manor including lights, banners or retail products for display. No nails, tacks, screws or tape is allowed on interior or exterior walls of the facility. **NO GLITTER IN ANY ROOM ON TABLES OR FLOORS.**

3.9 **Removal of Lessee's Property**. Upon expiration of the term, *Lessor* is hereby authorized in *Lessor's* sole discretion and at *Lessee's* sole expense, but without the obligation to do so, to dispose of or to remove from the premises all effects remaining therein and to store all or any part of removed item(s), in its name or, at its option, in the name of *Lessee*, but at the sole cost, expense and risk of *Lessee*. *Lessor* shall not be liable to *Lessee* for any loss or damage related to the disposal, removal or storage of any such property. *Lessor* shall give notice to *Lessee* within

ten (10) days after the term of all effects stored at *Lessee's* expense. For such additional period beyond the term of this agreement as any effects of *Lessee* remain on the premises, *Lessor* shall be entitled to charge an additional rent in an amount set by fee schedule approved by the City Council of the City of San Angelo.

3.10 Alterations. *Lessee* shall not cause or permit any nails, hooks, screws, tacks, stakes or other devices to be driven into any portion of *Leased Premises*, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the *Leased Premises* or furnishings or the equipment thereof, nor do or permit to be done anything which shall damage or alter the finish or appearance of the *Leased Premises* or the furnishings thereof. TAPE OR OTHER ADHESIVE MATERIALS MAY NOT BE APPLIED TO WALLS OR OTHER SURFACES OF THE *LEASED PREMISES.* *Lessee* shall pay the costs for repairing all alternations or damages to the *Leased Premises* or any of the fixtures, furniture or furnishings thereof by an act of *Lessee* or any of *Lessee's* employees or invitees or anyone otherwise permitted by *Lessee*, including the patrons of the Event of *Lessee.* It is expressly agreed that the *Manager* shall have the discretion to determine whether any such damage has occurred, the extent of the damage, and the reasonable cost of repair. *Lessee* shall be responsible for payment of the reasonable cost of repair as determined by *Manager*. The decision of the *Manager* is final unless, within ten (10) days after notice of said decision to *Lessee, Lessee* gives written notice to the *Manager* of his intent to appeal the decision to the Civic Events Advisory Board of the City of San Angelo. Such notice shall state fully the particulars and grounds of said appeal and no grounds other than those stated shall be considered by the Board. Appeals shall be conducted in accordance with rules adopted by the Board. The decision of the Board shall be final.

3.11 Aisles and Access. *Lessee* shall not permit the halls, ramps, sidewalks, entrances or lobby of the building and premises to be blocked, obstructed, or maintained in any way that may impede ingress or egress without the prior consent of the *Lessor*. *Lessee* shall not permit any chairs or other obstruction to be or remain in the passageways. Passageways shall be kept clear at all times. *Lessee* agrees to comply fully with the provisions of the Americans with Disabilities Act. Lessee specifically agrees to make any and all displays, events, services and activities presented by *Lessee*, accessible to individuals with disabilities.

3.12 Prohibited Items. *Lessee* shall not bring or permit anyone to bring into said *Leased Premises* or keep therein anything that may increase the fire hazard or the rate of insurance on the building or any property therein. *Lessee* shall not bring or permit anyone to bring into or operate on the Leased Premises any lasers or other artificial lighting, light plant or electrical equipment, engine, motor, or machinery, without the prior consent of the *Lessor*. *Lessee* shall not bring or permit any person to bring into said building or about the premises any animal except service animals accompanying disabled persons, without first securing the consent of the *Lessor*. *Lessor* reserves the right at any time to require *Lessee* to remove from the premises any animals, furniture, fixtures, wiring, exhibits or other items placed therein not consistent with the terms of this Agreement or for public health and safety reasons as determined by the *Lessor*. ***No Glitter allowed on tables or on floors in any room at McNease Conv. Ctr.***

3.13 Taxes. *Lessee* shall pay all taxes when due on ticket sales or other sales in connection with *Lessee's* use of the *Leased Premises*, except as otherwise agreed to by the Lessor in writing.

3.14 Miscellaneous. Any matter of dispute the resolution of which is not herein expressly provided for shall be brought to the attention of the *Manager* as soon as is practical for resolution by the *Manager*.

4. INDEMNIFICATION

4.1 *BY THE EXECUTION HEREOF, LESSEE* AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF *LESSEE* OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF *LESSEE*, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF *LESSEE* AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS AGREEEMENT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY *LESSEE* HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE *LESSEE* TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5. INSURANCE REQUIREMENTS

5.1 At least ten (10) days prior to the commencement of the tem of this agreement, *Lessee* shall provide *Lessor* with evidence that it has Commercial General Liability insurance for bodily injury or death in the minimum amount of One Million and no/100 Dollars ($1,000,000.00) per occurrence along with property damage insurance to rented *Premises* in a minimum amount of One Hundred Thousand Dollars ($100,000.00), which insurance shall cover the event for which this agreement is made. The insurance must be issued by a company licensed to do business in the State of Texas. The insurance policies required herein shall be drawn in the name of the *Lessee*, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees names as additional insured. In the event a policy or certificate is not provided, *Lessee* hereby authorizes *Lessor* to arrange for such insurance the cost thereof payable as additional rent. *Lessor* is not hereby required to make arrangement for such insurance, and no liability shall be imputed t Lessor for choosing not to do so. In Lessor's sole discretion, self-insurance may be substituted by *Lessee* for a Commercial General Liability policy. In such case, *Lessee* shall furnish proof of self-insurance to *Lessor's* Risk Manager and shall comply with all additional requirements specified by Risk Manager as a condition of acceptance of self-insurance.

6. SECURITY OFFICERS

6.1 *Lessee* agrees to employ at *Lessee's* sole expense off-duty Texas State certified peace officers as security at all functions at which alcohol is permitted or all other functions when determined necessary by the *Manager*. The decision of the *Manager* regarding the number of peace officers required shall be final.

6.2 *Lessee* shall provide sufficient personnel to give adequate assistance with seating, ushering and otherwise directing of the event. Arrangements for such shall be verified by *Lessee* to the *Manager*'s satisfaction at least 14 days prior to commencement of the term of the event.

6.3 *LESSEE* WARRANTS THAT SECURITY PERSONNEL UTILIZED BY LESSEE ARE EMPLOYEES OR SUBCONTRACTORS OF *LESSEE.* LESSEE HEREBY AGREES TO HOLD LESSOR HARMLESS FROM ANY CAUSE, ACTION OR LOSS RELATED TO THE EMPLOYMENT OF SUCH SECURITY PERSONNEL BY LESSEE AND FURTHER AGREES TO INDEMNIFY LESSOR FOR THE PAYMENT THEREOF.

6.4 *Lessee* understands that the duties of a certified peace officer acting as security officers are as required under Texas State law, and include the enforcement of State Penal Code, City ordinances, and applicable regulations. **ANY & ALL OFFICERS ARE PAID DIRECT BY CLIENT AT EVENT LOCATION.**

7. MERCHANDISE SALES, FOOD AND BEVERAGE SERVICE

7.1 *Lessor* may grant *Lessee* the right to sell merchandise on the premises. If granted *Lessee* shall provide to *Lessor Lessee's* record of sales and pay to *Lessor* within 0 days of expiration of the term of this *Agreement* TWENTY (20%) percent of the gross sales of merchandise other than recorded merchandise, and TWENTY (20%) percent of the gross sales on recorded merchandise, including compact discs and DVD's.

7.2 ***Lessee* shall use City's contracted Concessionaire for selling any food or alcoholic and non-alcoholic beverages at *Leased Premises*. *Lessee* agrees to use only caterers from the Caterers List of the City of San Angelo and hereby acknowledges that Approved Caterers are contractually obligated to pay to the City of San Angelo TEN (10%) percent of the gross catering charges. Glass containers shall not be sold, permitted or used by *Lessee* or *Lessee's* caterer(s), contractors, employees or agents on the premises.**

SC
Lessee

8. LOSS, THEFT, VANDALISM, DAMAGE, TO PERSONAL PROPERTY

8.1 All personal property placed by *Lessee* and/or *Lessee's* employees, contractors, agents or invitees upon the premises shall be at the risk and expense of *Lessee* and that City shall not be held liable to *Lessee* or *Lessee's* employees, agents or invitees for loss, theft, vandalism or damage to personal property.

9. LAW OBSERVANCE

9.1 *Lessee* agrees that his designees, employees, and all other individuals under his control shall abide by, conform to and comply with all applicable laws, ordinances, rules, regulations, and policies (said regulations to include but not be limited to the provisions of this Agreement and the stated policies included herewith). If attention of *Lessee* is called to any violation, *Lessee* and those under his direction or control shall immediately desist from and correct such violations. *Lessee* shall not commit or permit the maintenance or commission of any nuisance on the *Leased Premises* or use the premises for any illegal, immoral, or corrupt purpose. *Lessee* shall not permit any person to willfully or wantonly destroy, deface, damage, impair or remove any property. *Lessee* further understands and

agrees that failure to comply or to ensure compliance with applicable laws, ordinances, rules, regulations, and policies may result in forfeiture of the damage deposit and/or other available remedies.

10. SURVIVAL OF RIGHTS AND OBLIGATIONS

10.1 The rights and obligations of the parties that, by their nature or by implication, are intended to survive termination shall survive termination of this Agreement.

11. CIVIL RIGHTS COMPLIANCE

11.1 *Lessee* agrees that *Lessee* shall comply with all applicable federal, state or local civil rights or anti-discrimination laws.

12. PERFORMANCE QUALITY

12.1 *Lessee* hereby agrees that no activity, performance, exhibition or entertainment (attraction) shall be given or held or take place in the *Leased Premises* herein described which is potentially dangerous to the public or which is illegal, obscene, or lewd. Should any exhibition or performance or any part thereof be deemed by *Manager,* or his designee, to be potentially dangerous to the public, notice thereof shall be given by the *Manager* to the *Lessee, Lessee's* agent or person in charge, and the potentially dangerous condition or activity shall be immediately corrected or terminated. Should any exhibition or performance or any part thereof be deemed by *Manager,* or his designee, to be illegal, obscene, or lewd, the *Manager* or his designee may summon proper law enforcement authorities to abate the illegal activity.

13. CANCELLATION BY CITY

13.1 *Lessor* may cancel this agreement at any time should a declared state of emergency require use of the *Leased Premises* for the provision of emergency services or as an emergency shelter. In such cases, *Lessor* may reschedule the event at a time acceptable to *Lessee* and *Lessor.*

14. INABILITY OF PERFORMANCE

14.1 *Lessor* shall not be required to perform any term, condition, or covenant in this *Agreement* so long as such performance is delayed or prevented by force majeure, which shall mean act of God, strike, lockout, material or labor shortage, restriction by any governmental authority, civil riot, flood, or any other cause beyond the control of the *Lessor* and which by the exercise of due diligence *Lessor* is unable wholly or in part to prevent or overcome. In such an event, *Lessor* shall not be liable or responsible for any loss or damage incurred thereby by *Lessee.* In such event, *Lessee* shall receive a partial or full refund as appropriate to the circumstances and the term, condition, or covenant not performed.

14.2 In event of cancellation or postponement necessitated by minor weather events, such as dust storm or thunderstorm, the *Lessor* may reschedule the event at a time acceptable to *Lessee* and *Lessor.*

15. SEVERABILITY

15.1 If any portion of this Agreement is held invalid or inoperative by a court or arbitrator of competent jurisdiction, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

16. NOTICES

16.1 Any notice required or permitted to be given to a party under this Agreement, shall be in writing and shall be deemed given (i) on the day it is delivered personally (with receipt); or (ii) the day after it is deposited with a nationally recognized courier service for next day delivery; or (iii) three (3) days after it is deposited in the U.S. certified mail, postage prepaid, return receipt requested and properly addressed to the other party. Any notice to the *Lessee* shall be addressed to *Lessee* at the address *Lessee* has on file with the Civic Events Division. Any such notice to the Civic Events Division shall be addressed to: City of San Angelo, Civic Events Division, 501 Rio Concho Drive, San Angelo, Texas 76903. The address of either party may be changed by giving written notice to the other party in accordance with this paragraph.

17. CAPTIONS

17.1 Words of any gender used in this *Agreement* shall include any other gender and words in the singular number shall include the plural, unless context otherwise requires.

18. NO ASSIGNMENT

18.1 This *Agreement* is personal to *Lessee.* It is non-assignable and any attempt to assign this Agreement shall terminate all rights and privileges herein granted.

19. FEDERAL, STATE AND CITY LAW TO APPLY

19.1 This *Agreement* is governed by all laws of the United States and the State of Texas, all ordinances of the City of San Angelo, and all rules and requirements of the Civic Events Division, the Police Department, the Fire Department or other municipal authorities. All ordinances and resolutions of the City of San Angelo relating to the rental or use of the premises are hereby made a part hereof for all purposes as if fully set forth herein. Venue for any suit or claim or cause of action arising out of or related to the Agreement shall be in Tom Green County, Texas.

20. ENTIRE AGREEMENT

20.1 This *Agreement* contains the final and entire agreement between the parties and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding subject matter of this *Agreement*, none of which shall hereafter be deemed to exist or to bind the parties; it being the intent of the parties that neither shall be bound by any term, condition or representation not written.

21. AUTHORIZED AGENT

21.1 The signer of this *Agreement* for *Lessee* hereby represents that he or she has full authority to execute this *Agreement* on behalf of *Lessee.*

22. OBLIGATIONS AND RESPONSIBILITIES PERTINENT TO LEASED PREMISES

22.1 Obligations and responsibilities contained in the Policies, pertinent to *Leased Premises*, are attached hereto as Exhibit "B" and incorporated herein by reference for all purposes.

WITNESS, THE SIGNATURE OF THE PARTIES IN MULTIPLE ORIGINALS, THIS

THE 10TH DAY OF OCTOBER, 2014

LESSOR:
CITY OF SAN ANGELO

By: _____
Angelica Pena, Civic Events Manager

LESSEE:

By: _____

TG Co. Judge, Steve Floyd

EXHIBIT "A"

CONVENTION CENTER RATES AND FEE SCHEDULE

Large Meeting Room (12,201 sf, can accommodate 1,200 people theater-style, 700 banquet style w/o stage and/or dance floor, 650 w/ stage and/or dance floor)

**Convention rate	$1,500 per day vs. 10 percent of tickets sold if applicable, whichever is greater
Non-commercial fundraiser	$1,650 per day vs. 10 percent of tickets sold if applicable, whichever is greater
Non-commercial non-fundraiser	$1,500 per day
Half-day rates (8 a.m.-12:30 p.m., 12:30-5 p.m.)	half of full-day rate

2/3 Large Meeting Room (8,142 sf, can accommodate 800 people theater-style, 500 banquet style w/o stage and/or dance floor, 350 w/ stage and/or dance floor)

**Convention rate	$1,000 per day vs. 10 percent of tickets sold if applicable, whichever is greater
Non-commercial fundraiser	$1,100 per day vs. 10 percent of tickets sold if applicable, whichever is greater
Non-commercial non-fundraiser	**$1,000 per day**
Half-day rates (8 a.m.-12:30 p.m., 12:30-5 p.m.)	half of full-day rate

1/3 Large Meeting Room (4,059 sf, can accommodate 300 people theater-style, 240 banquet style w/o stage and/or dance floor, 150 w/ stage and/or dance floor)

**Convention rate	$500 per day vs. 10 percent of tickets sold if applicable, whichever is greater
Non-commercial fundraiser	$550 per day vs. 10 percent of tickets sold if applicable, whichever is greater
Non-commercial non-fundraiser	$500 per day
Half-day rates (8 a.m.-12:30 p.m., 12:30-5 p.m.)	half of full-day rate

** All rates for 8 a.m.-midnight and include tables, chairs, stage sections, house sound. Each additional hour costs $100.*

*** Conventions are formal assemblies of people — generally, members, representatives or delegates, as of a profession, industry, trade group, interest group, political party or fraternal society — who are meeting for a common purpose.*

North Small Meeting Room (3,279 sf, can accommodate 340 people theater-style)

Daily rate (8 a.m.-5 p.m.)	$600
Half-day rate (8 a.m.-12:30 p.m., 12:30-5 p.m.)	$300
Each additional hour	$50

North 2/3 Small Meeting Room (2,131 sf, can accommodate 200 people theater-style)

Daily rate (8 a.m.-5 p.m.)	$400
Half-day rate (8 a.m.-12:30 p.m., 12:30-5 p.m.)	$250
Each additional hour	$50

North 1/3 Small Meeting Room (1,148 sf, can accommodate 115 people theater-style)

Daily rate (8 a.m.-5 p.m.)	$200
Half-day rate (8 a.m.-12:30 p.m., 12:30-5 p.m.)	$125
Each additional hour	$50

South Small Meeting Room (2,523 sf, can accommodate 202 people theater-style)

Daily rate (8 a.m.-5 p.m.)	$350
Half-day rate (8 a.m.-12:30 p.m., 12:30-5 p.m.)	$200
Each additional hour	$50

South ¾ Small Meeting Room (2,019 sf, can accommodate 202 people theater-style)

Daily rate (8 a.m.-5 p.m.)	$300
Half-day rate (8 a.m.-12:30 p.m., 12:30-5 p.m.)	$150
Each additional hour	$50

South ½ Small Meeting Room (1,515 sf, can accommodate 132 people theater-style)

Daily rate (8 a.m.-5 p.m.)	$200
Half-day rate (8 a.m.-12:30 p.m., 12:30-5 p.m.)	$100
Each additional hour	$50

South ¼ Small Meeting Room (759 sf, can accommodate 76 people theater-style)

Daily rate (8 a.m.-5 p.m.)	$100
Half-day rate (8 a.m.-12:30 p.m., 12:30-5 p.m.)	$50
Each additional hour	$50

** All rates include tables, chairs, stage sections, house sound.*

North Upstairs Meeting Room (1,410 sf, can accommodate 150 people theater-style, 90 banquet-style)

Daily rate (8 a.m.-5 p.m.)	$200
Half-day rate (8 a.m.-12:30 p.m., 12:30-5 p.m.)	$100
Each additional hour	$50

South Upstairs Meeting Room (1,410 sf, can accommodate 150 people theater-style, 90 banquet-style)

Daily rate (8 a.m.-5 p.m.)	$200
Half-day rate (8 a.m.-12:30 p.m., 12:30-5 p.m.)	$100
Each additional hour	$50

Entire Upstairs Meeting Room (3,397 sf, can accommodate 340 people, 200 banquet-style)

Daily rate (8 a.m.-5 p.m.)	$450
Half-day rate (8 a.m.-12:30 p.m., 12:30-5 p.m.)	$225
Each additional hour	$50

** All rates include tables, chairs, stage sections, house sound.*

Entire building

**Convention rate	$2,500 per day (a $200 discount) vs. 10 percent of tickets sold if applicable, whichever is greater
Non-commercial fundraiser	$2,250 per day (a $300 discount) vs. 10 percent of tickets sold if applicable, whichever is greater
Non-commercial non-fundraiser	$2,000 per day (a $400 discount)

Discounts

Monday-Thursday uses	10% discount (Large Meeting Room only)
2 or more consecutive days of use	5% discount

Lessees may make use of only one discount per rental day.

Additional costs

Kitchen Use	$100.00 per day. NO cooking, food prep, Refrigeration, warmers, RO water & Ice, Tea & coffee machines (no supplies)
Move-in and move-out days	Half of daily rate plus insurance
Insurance	Can be purchased through the City's Risk Management Division. Cost determined by size and nature of event and whether alcohol shall be served.
Spotlights	$60 each (includes operators)
Security	$30/hour/officer (minimum 4 hours, # of officers TBD by Civic Events Director) required for all events with alcohol
Dinnerware	$1.50/place setting
Tablecloths	$2.00 each
Table skirts	$1.00 each
Linen napkins	.25 cents each

EXHIBIT "B"

CONVENTION CENTER POLICIES

ALCOHOL

The City's contracted Concessionaire holds exclusive rights to provide alcohol at all Civic Events venues (Coliseum, Convention Center, River Stage, Paseo, Auditorium, Indoor Arena, Farmer's Market). Except for non-ticketed events at the River Stage, no alcoholic beverages may be brought on the premises of any Civic Event venue unless purchased by the City's Concessionaire for resale. No glass containers are allowed in Civic Events venues. Per the Concessionaire's contract, the Concessionaire agrees to "provide full and complete alcoholic beverage service, including ice, for each event held on the Premises for which alcoholic beverage service is requested by the client and which service is approved by the Civic Events Manager."

All local ordinances and state laws pertaining to alcoholic beverages must be adhered to.

DONATION vs. TICKETED EVENT

Any monetary amount suggested or required for entrance or admission into an event shall be considered a ticketed event, which is subject to a rental rate of 10 percent of gross ticket sales. If admission to an event consists of "Donations Only," the base rental for the facility shall apply.

FIRE

Open flames are not allowed in the Convention Center. Candles must be enclosed in votive holders or "hurricane" covers.

KITCHEN

The Convention Center's kitchen is a "catering kitchen" that may be used by caterers only if they have signed a Catering Agreement with the City of San Angelo and are on the City's Approved Caterers List. The kitchen is meant primarily for warming and other final preparations before the serving of food.

Any Lessee wishing to bring food into the Convention Center for their function may use the kitchen after paying a $100.00 fee. The fee shall not be refunded. If Lessee fails to clean the kitchen to the satisfaction of the Civic Events Manager or the Manager's designee, the cost of staff time and cleaning materials associated with the cleanup shall be invoiced.

FACILITY USE FEE

A facility use fee of $1.50 per ticket is charged on all tickets sold through the City's electronic ticketing system for all ticketed events at the Coliseum, the Convention Center, the River Stage and the Auditorium. The fee is 75 cents per ticket for "multiple-date users" – events that stage at least six performances in the venues during any 12-month period.

The facility use fee is also charged in conjunction with events for which Civic Events does not sell tickets. The amount of the fee paid by the Lessee to Civic Events shall be based on ticket collections; Civic Events shall provide ticket takers at no additional charge for events at which the Department does not sell tickets.

Non-profit organizations shall pay a facility use fee of .50 cents / ticket, or .25 cents if they qualify as multiple-date users.

SMOKING

City ordinance prohibits smoking in all indoor venues.

TENTS

Tents are prohibited when affixed using tent stakes in the Convention Center parking lots.