

GENERAL OPERATING POLICIES AND PROCEDURES

It is understood and agreed by the Lessee that this booklet, which includes Section 1 through 41, is in fact a part of the contract between the Lessee and the Lessor. The Lessee is charged with the responsibility of knowing and abiding by the policies and procedures contained herein.

Acknowledged and Received:

Signature of Lessee

Date

This top page should be signed by the Lessee and returned attached to one copy of the Rental Contract for the M. K. Brown Memorial Auditorium and Civic Center.

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RULES AND REGULATIONS

1. **Smoking is not allowed inside the Civic Center.** If attendees of your event want to smoke, they will have to go outside the building.
2. There are pay phones provided for your use. The phones in the offices are for Auditorium business.
3. The ceiling tiles cannot withstand any weight; therefore, nothing can be hung or suspended from the ceiling without ceiling clips.
4. Predrilled holes in the walls are provided throughout the Foyer and Heritage Room. No additional holes will be drilled in any room.
5. Materials used for decorations will need to be approved by the Fire Marshall's office. Call 669-5740; make an appointment presenting floor plans of desired decorations and request for candle permit if needed.
6. The art work is not to be moved nor should anything be hung, stacked, or placed behind or within the rope enclosures. The ropes shall not be moved unless done so by the Auditorium Staff.
7. The benches in the Foyer are not to be moved unless done so by the Auditorium Staff.
8. **Children must be supervised at all times.** No running will be permitted.
9. The thermostats are set at a comfort range. If this is not sufficient, please alert one of the Auditorium Staff members.
10. The entertainers and workers may have food and drink in the dressing rooms, but it should not be taken into the stage area at any time. No smoking is permitted in the dressing rooms at anytime.
11. The Green Room is a lounge area for entertainers used in conjunction with the Auditorium. Any other use needs the approval of the Auditorium Manager.
12. The waste receptacles in the Foyer are not to be used for anything other than what they are intended for.
13. The silk plants are not to be moved without the permission of the Auditorium Staff.
14. If your event will have a large attendance or unique requirements, please make an appointment and visit with the Auditorium Manager so there will be adequate staffing.

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SECTION 1 – Definitions

The M. K. Brown Memorial Auditorium and Civic Center of the City of Pampa and County of Gray, Texas hereinafter called Facility, means any hall, theater, meeting room, or other area designated in the M. K. Brown Memorial Auditorium and Civic Center falling under the jurisdiction of the City of Pampa.

(a) Lease as used herein means the written contract issued to an applicant by the Manager of the Facility under the authority and condition as herein provided, including any amendment or supplement to such a contract.

(b) Lessee as used herein includes any person, association, public organization, partnership, business trust, company or corporation that contracts to use any part of the Facility in accordance with the provisions of these regulations.

(c) Non-Commercial/non-Profit Events – A non-commercial or non-profit event is a function sponsored by any of the following categories when the majority of the net proceeds are bestowed on or retained by the sponsoring organization. Organizations claiming non-profit status must present proof of their non-profit status as issued by the Internal Revenue Service prior to contract being executed.

1. Local non-profit chartered civic organizations.
2. Local non-profit fraternal organization.
3. Local governmental organizations.
4. Local non-profit educational organizations.
5. Local non-profit religious organizations.
6. Local chartered charitable organizations.
7. Local organizations qualifying under Section 501 of the Internal Revenue Service Code.

SECTION 2 – Authority

The Auditorium Manager, as referred to in these regulations, shall have full responsibility for the operation of the Facility and shall act on behalf of the City of Pampa in all matters pertaining to the Facility. The Manager shall be authorized to enter into rental contracts subject to the prevailing rental rates. The right is reserved by the Manager or other duly authorized representatives of the Facility to enter the Facility and all parts thereof at all times. The Manager of Auditorium Services shall approve any deletions, additions, or modification to the standard rental contract for the City of Pampa facilities.

SECTION 3 – Lease or Rental Agreement

All rental contracts shall be in written form and executed by the City of Pampa. No oral agreement for the use of the Civic Center shall be valid.

Federal regulations require reporting of all payments in excess of \$600.00 during a calendar year. 1099's will be issued at the end of the calendar year to any Lessee or Vendor where payments for show settlements have exceeded this amount. In order to comply with these regulations, the taxpayer identification number is required before payments can be issued to the Lessee or Vendor.

Basic rental rates for actual event days/performances include available heat and/or cooling, available lighting and water, normal janitorial cleaning services, and the initial chair or chair/table set-up. However, failure to furnish any of the foregoing utilities or services resulting from circumstances beyond the control of the Facility shall not be considered a breach of contract. Additional charges will be assessed for extraordinary or overnight utility usage. Changes made in the initial set-up may require payment of an additional set up charge. Major changeovers (from one set-up to another) made within a single working day (7:00 a.m. – 1:00 a.m.) will require payment of an additional set-up charge. This includes set-up changes of tables, chairs, risers, stage, head tables, etc. Pre-event and post-event charges are covered under Section 34.

The Lessee may be required to furnish in writing any information requested by the Manager to determine which facilities, arrangements, and special services and/or equipment might be necessary to the staging and proper management of their event. For exhibitions or conventions, Lessee must furnish drawings as to locations, and dimensions of all exhibit booths and equipment indicating utility requirements. The Manager must approve these requirements. Exhibit booths, tables, chairs, or any other set-up created by an event shall not block entrances and/or exits at any time. There must be at least an 8-foot clearance between an entrance/exit and any exhibit booth or set-up. Should Facility Management determine that exhibits or any portion of an event set-up is in violation of proper fire and safety code restrictions, Lessee will insure that the violation is corrected immediately. The City of Pampa Fire Marshal must approve any exception.

All set-up information, in and out times and actual event times must be submitted, in writing, at least two (2) weeks prior to the event. Due to staff scheduling requirements, the Lessee must adhere to these times or else an overtime fee will be charged. (See Section 34 for charges).

The Lessee will appoint one (1) individual to coordinate all activities and set-up information with the Facility Staff.

SECTION 4 – Booking Policy

Tentative Dates will be held until a contract is issued or a request by another party has been received. A contract must then be signed and deposit made or the date/dates will be released. However, should a second request be received for tentative dates, a contract must be signed and the required deposit made within forty-eight (48) hours of notification of the date/dates will be released.

SECTION 5 – Rehearsals and Move-Ins/Outs

The rates listed herein entitle a Lessee to use the space specified in the rental contract for rehearsal and/or move-in purposes of up to four consecutive hours prior to the event without additional cost. The hours shall be approved by the Manager and shall be subject to cancellation by the Manager upon 24 hours notice to the Lessee. The cost of any special labor, equipment, or services in connection with such a rehearsal and/or move-in/out will be charged to the Lessee based upon the prevailing rates at the time of the event.

Move-ins and rehearsals prior to the date of the event and move-outs specified in the rental contract shall be subject to additional rental, which will be fifty percent (50%) of the established rental rate plus the cost of any additional services. Rehearsal and move-in/out dates are available only when another Lessee has not scheduled the facility for use. Times for move-ins, move-outs, and/or set-ups and for tear-downs may be negotiated at the discretion of the Manager.

SECTION 6 – Payment of Fees

A deposit of not less than \$50.00 nor more than \$1,500.00 shall be required, depending upon the event. The deposit must be paid within 72-hours of booking in order to hold the dates requested. A contract must then be signed and returned at least ten (10) days prior to the event. Payment of all Federal, State, County or City taxes and licenses in connection with any attraction shall be the responsibility of the Lessee.

SECTION 7 – Authorized Refunds

Refund of advance rental deposit may be authorized where:

- (A) Lessee gives written notice of cancellation at least 1 months (30 days) prior to the date reserved.
- (B) Where the scheduled performance is canceled under any of the terms of the regulations governing the management of the Facility.
- (C) Where the performance is otherwise canceled at the request of the Manager and with the consent of the Lessee.

Deposits made due to a date challenge, as described in Section 8, are not refundable.

SECTION 8 – Insurance Requirements

The Lessee shall be required, at its sole cost and expense, to secure and maintain during the term of this contract, public liability with property damage liability and contractual coverage insurance against losses or claims relating to or arising out of the holding or presentation of the Event and any use or occupancy of the Facility by the

Lessee and its agents, contractors and employees. Companies authorized to do business in the State of Texas must issue insurance policy. **Said Lessee must also provide certificates of insurance (liability) naming the City of Pampa as an additional insured.** The certificate of insurance provided to the Facility should include the following information and limits:

- A. Name of your Insurance Company/Name and Telephone Number of contact person.
- B. Your Name/Company Name and Address as the Insured
- C. Minimum Policy Limits as follows:

General Liability:

General Aggregate	\$1,000,000
Products	\$ 500,000
Personal & Adv Injury	\$ 500,000
Each Occurrence	\$ 500,000
Damage to Rental Premises	\$ 100,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

- D. Description of Operations/Locations/Restrictions/Special Items
Name of Event, Date of Event, Exact Location of Event (Facility)
Additional Insured: City of Pampa

- E. Certificate Holder: City of Pampa
c/o M. K. Brown Memorial Auditorium and Civic Center
1100 W. Coronado Dr.
Pampa, TX 79065

The insurance policies shall contain an endorsement providing contractual liability coverage to insure the liability assumed herein. The Manager shall be notified by the Lessee of any exclusion to the insurance policy provided for the event contracted. The Manager shall be provided with a certificate evidencing all such insurance as specified herein and any other insurance, which the Manager may require. This certificate shall be submitted with this signed contract, unless otherwise approved by Facility Management, but no less than two (2) weeks prior to the event.

The City of Pampa Risk Management Coordinator may, at his/her discretion, increase or decrease the amount of insurance coverage required for specific events.

SECTION 9 – Liability for Lessee’s Property
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Neither the City of Pampa nor their employees shall be liable for any loss, damage, or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the premises. Due to limited storage space in the Facility, Lessee must first obtain permission from the Manager or Event Coordinator prior to shipping small quantities of property/merchandise to the Facility.

It is the responsibility of the Lessee, when using a Decorator, to insure that vendors send their shipments directly to the Decorator. Failure to do so may result in Facility assessing an appropriate storage/handling fee to the Lessee.

SECTION 10 – Advertising of Events

All advertising of paid attractions must state total admission prices. The Lessee shall not announce events scheduled at the Facility until contracts and deposits have been properly approved and executed by the Manager.

SECTION 11 – Broadcast or Telecast

It will be the responsibility of the Lessee to inform the Manager when telecasts or broadcasts will be conducted in conjunction with the contracted event at the Facility. The Manager shall have the authority to negotiate charges for these events. It will be the responsibility of the Lessee to insure that Pampa, Texas, or the name of the Facility is mentioned during the telecast, broadcast or filming of the event.

SECTION 12 – Crowd Control and Security Personnel

See Section 34.

SECTION 13 – Catering and Concessions

All Caterers will need to meet with the Civic Center representative upon arrival at the facility. A checklist will be issued and together, an inspection of the kitchen and equipment must be completed before the caterer is allowed to move in. Before the caterer leaves at the end of the event, the checklist will be repeated and any damages, unclean areas, or items left behind are noted. The kitchen is for catering only. No cooking of any kind is allowed in the Civic Center Building. Each caterer is responsible for the following:

1. Each caterer is to clean the kitchen after each use including the areas where food was served or prepared. All equipment must be turned off and/or cleaned. This includes the cooler, warmer, coffee urns, prep tables, and sinks.
2. All items brought into the Civic Center by the caterer must be removed after the event.
3. This includes tablecloths, dishes, food, and decorations. The Civic Center is not responsible for items left after an event.
4. If items are rented and need to be left for pick-up, arrangements need to be made with the Auditorium Manager prior to the event as to what will be left, when it will be removed, and where it should be stored.

5. All caterers are required to have a copy of a valid Health Permit and a signed copy of the M.K. Brown Catering Policies on file at the Civic Center office. Any group using the kitchen without a caterer will be responsible for these guidelines as if they were the caterer.
6. Your event will be held responsible for any damage done to the building including damage caused by not following these guidelines, accidents, or misconduct.
7. Please contact us with any questions or problems. We want to help make your event a success.

SECTION 14 – Machinery, Hazardous Materials, Flammable Liquids, Electricity, Cooking/Warming Devices

No person shall use any engine, motor or other type of machinery within the Facility, or use any as or other flammable liquid or chemical without the approval of the Manager. The Manager must approve electrical connections of any kind. No gas or internal combustion vehicle shall be allowed to remain in the Facility without the approval, in advance, of the Manager. No open flamed devices shall be permitted without the approval of the Manager. Any candles used for table decorations must be fully covered by an appropriate flame guard that is higher than the flame of the candle.

An electrical tie-in requiring 400 amps or more shall be performed, at the Lessee's expense, by a bonded, licensed electrician. Management must approve electrician in advance.

The Lessee must inform exhibitors that all hazardous materials displayed and/or sold out of their exhibit booths must have Material Data Safety Sheets available for those products.

SECTION 15 – Obstruction of Doors, Passageways, Corridors or Lobbies

No portions of the sidewalks, entries, plaza walkways, passageways, doors, aisles, vestibules or other ways of access to the public utilities of the premises shall be permitted to be obstructed, nor shall any windows, ventilators or lighting fixtures be obstructed. No vehicles or other drivable equipment shall be driven onto or parked on any sidewalk or entry into the Facility without prior approval of the Facility Management.

SECTION 16 – Equipment Usage

No person may use or transport any equipment, furniture or other articles, which are the property of the Facility without the approval of the Manager. As used in this section, the word "equipment" is to include all items of inventoried equipment which are moveable or portable, such as ladders, tables, chairs, etc.

SECTION 17 – Signs, Posters, Literature, and Decorations

The Lessee shall not distribute, circulate or permit to be circulated any advertising matter or program at the entrance to any part of the premises that does not pertain completely to the immediate attraction. No advertising matter shall be distributed or circulated on parking facilities or walkways adjacent to the facility.

Decorations, signs, banners and similar materials may not be taped, nailed, pinned, bolted, tacked, stapled or otherwise fastened to ceilings, doors, walls, glass, columns, painted surfaces, fabric or decorative walls.

Easels are available to use for signage. Signage found taped or otherwise attached to walls or doors will be taken down immediately by the Civic Center Management and the Lessee will be financially responsible for any damage that is caused. Any floor tape to be used on carpeted areas must be approved in advance by Facility Management and Lessee will insure that their contracted decorator removes all floor tape used in laying carpet, etc. from all floor surfaces immediately following the event.

No open flamed devices shall be permitted without the approval of the Facility Manager. Any candles used for table decorations must be fully covered by an appropriate flame guard that is higher than the flame of the candle.

SECTION 18 – Animals in the Building

Animals will not be allowed on the carpeted areas of the Civic Center. Animals associated with the performance of an event or event activity will not be allowed to remain in the facility overnight.

SECTION 19 – Alterations of Leased Premises

If alterations of the Facility are required, the Manager must first approve alterations.

SECTION 20 – Abandoned Equipment or Articles

The Facility shall not be held responsible for articles left on the premises. The Facility shall assume no responsibility for losses when such losses were caused by theft or disappearance.

SECTION 21 – Observance of Laws and Regulations

The Lessee shall comply with all City, County, State, and Federal laws, and with regulations pertaining to the Facility. Violations by the Lessee or its agents or employees may result in cancellation of the lease and/or discontinuation of use of the Facility.

SECTION 22 – Permits and Licenses

It is the responsibility of the Lessee to obtain the appropriate permits or licenses, when applicable, prior to leasing the Facility.

SECTION 23 – Intermissions

Lessee agrees that for ticketed events lasting one and one-half hours or more there be an intermission of not less than 20 minutes. This intermission requirement may be waived at the discretion of the Manager.

SECTION 24 – Public Address Announcement

The Facility Management reserves the right to make public address announcements during public attractions and intermissions. These messages and announcements will usually pertain to future attractions and such other announcements relating to the welfare and safety of those attending events.

SECTION 25 – Parking

All event-related vehicles will maintain a clear and accessible fire land around the Facility at all times. This lane shall provide adequate clearance for emergency vehicles. It is the Lessee's responsibility to insure that this access is maintained.

It is the responsibility of the Lessee to insure that exhibitors loading and unloading for events adhere to Americans with Disabilities Act regarding use of designated parking spaces. The Pampa Police Department's Parking Control patrols these areas regularly and tickets are issued to vehicles in violation.

SECTION 26 – Facility Capacity

The Maximum capacity of the Facility is determined by the egress (exit) capacity. As determined by the City of Pampa Fire Marshall the maximum capacity of the Auditorium is 1500, Heritage Room with out dance floor is 500, with dance floor is 350.

Lessee shall not permit tickets to be sold or distributed, including complimentary tickets, nor attendance at non-ticketed events to exceed the maximum seating capacity for that space. The Facility reserves the right to determine when capacity has been achieved and to control access at that point.

SECTION 27 – Non-Discrimination

No person, group, or association shall be excluded from use of the Facility because of handicap, race, color, creed, or national origin and no rules or regulations may be promulgated by the Lessees of the Facility which will discriminate against any person,

group, or association or exclude them from use of the facilities or participation in the facility activities.

SECTION 28 – Objectionable Conduct

Any performer, person or persons attending events at the Facility whose conduct become disorderly or disruptive shall be subject to ejection from the premises. The Lessee shall hold the City of Pampa harmless from any claim for such action. Children must be supervised at all times. No running will be permitted.

SECTION 29 – Copyright Infringement

Lessee accepts all responsibility for and will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. Lessee specifically represents and warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives. Further, it is agreed that Lessee shall defend, indemnify and hold the City of Pampa and the Facility harmless for any claims, losses or expenses arising from non-payment to licensing agencies, including but not limited to ASCAP, BMI and SESAC or damages growing out of Lessee's infringement or violation of Federal Copyright Laws and/or Regulation. The Facility expressly assumes no obligation to review or obtain appropriate licensing, and all such licensing shall be the exclusive obligation of Lessee.

SECTION 30 – Solicitations

No collections or donations shall be allowed at the Civic Center without the approval of the Management.

SECTION 31 – Right to Alter Regulations & Rental Rates

The City of Pampa reserves the right, within reason, to change, alter, amend or cancel any and all of the regulations contained herein with 30 days notice to Lessee. Rental rates are subject to change when new contracts are issued.

SECTION 32 – Facility Smoking Policy

In accordance with the City of Pampa Ordinances, the M.K. Brown Civic Center and Auditorium is a smoke-free facility. Smoking is not permitted in the facility. It is the responsibility of the Lessee to insure that attendees adhere to the policy.

SECTION 33 – Facility Staff

To insure that the Lessee received the best possible service and information regarding the various services required for the event, the Lessee should contact the Manager and provide the necessary event requirements and set-up information.

The positions listed below will be available to provide advice and consultation regarding your set-up needs and requirements.

M. K. Brown Memorial Auditorium and Civic Center
P.O. Box 2499
1100 W. Coronado Drive
Pampa, Texas 79065

Telephone (806) 669-5740
Fax (806) 669-5748

Manager:

Jackie Harper (Booking, available dates, contracts, rates, etc.)

SECTION 34 – Special Rates and Services
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General Information:

Building rental rates may be obtained upon request.

Major Change-over Charges are as Follows: \$50.00*

A major changeover is defined as changing the room from one complete setup to another. For example, changing a room set-up for a banquet, with tables and chairs to room set auditorium-style.

*** Staff Cost if over 2 hours**

Overtime Rental Charges:

If actual event concludes after 1:00 a.m. or if move-in begins prior to 7:00 a.m. or if event continues past contracted out time, the following will apply:

Banquet Hall	\$150.00 per hour or portion thereof
Theater	\$150.00 per hour or portion thereof
Other Areas	One-half the regular rental rate hour or portion thereof

Overtime rates for staff required including band, decorators, etc.

HOLIDAY RENTAL:

Room rates will be charged at 1 ½ times for Holiday Rentals. Staff fees will be charged at overtime rates. Holidays include all Holidays recognized by the City of Pampa.

SECURITY GUARDS:

Law Enforcement officers will be required for some events as determined by the Auditorium Manager. Arrangements for and payment of officers shall be the responsibility of the Auditorium and will be billed to the lessee. A minimum of two (2) security officers are required for all alcohol events.

BAND/DJ POLICY:

Bands will have one (1) hour after an event's "contracted out time" to remove equipment from the building.

At the expense of the Lessee one (1) police officer will be required to remain on premises until the band is out of the building. Security needs to stay until staff says it's ok.

NOTE: All labor charges are subject to the current wage scale at the time of the event.

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