

CITY OF HUMBLE

RESOLUTION NO. 15-748

A RESOLUTION OF THE CITY OF HUMBLE, TEXAS ADOPTING THE OPERATING POLICIES AND PROCEDURES AND RATE SCHEDULE FOR THE CHARLES BENDER PERFORMING ARTS CENTER; PROVIDING FOR SAVINGS AND SEVERABILITY.

WHEREAS, the City of Humble Texas ("City") is a home rule municipality, which is duly incorporated and chartered under the constitution and laws of the State of Texas, and

WHEREAS, the City Council of the City of Humble has determined that it is in the best interest of the City and Public to adopt operating policies and procedures for the newly renovated Charles Bender Performing Arts Center; now therefore

BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HUMBLE TEXAS:

Section 1. That there is hereby adopted by the City Council for the purpose of establishing general rules, policies, and procedures, the Operating Policies and Procedures for the Charles Bender Performing Arts Center attached hereto as Exhibit A including appendices thereto, save and except such portions as are hereinafter deleted, modified or amended, and to the same extent are hereby adopted and incorporated as fully as if set out at length herein.

Section 1. That there is hereby adopted by the City Council the Rate Schedule for the Charles Bender Performing Arts Center attached hereto as Exhibit B including appendices thereto, save and except such portions as are hereinafter deleted, modified or amended, and to the same extent are hereby adopted and incorporated as fully as if set out at length herein.

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional, and the City Council of the City of Humble, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 4 That this resolution shall take effect immediately from and after its passage

PASSED, APPROVED, AND RESOLVED this the 9th day of April 2015

APPROVED


D G McMannes
Mayor



CHARLES BENDER PERFORMING ARTS CENTER OPERATING POLICIES AND PROCEDURES

A. Purpose

To establish policy and operating guidelines for the use of the Charles Bender Performing Arts Center (hereafter "the Center") Any questions regarding this Policy should be directed to the Civic Center Operations Director at 281-446-4140

B. Scope

Applies to all government, external users, educational and community organizations requesting the use of the Center in accord with the City's missions, goals, and policies.

C. Policy

1. General Statement

The City of Humble maintains and administers the Center for educational and cultural benefit of the greater Humble Community

2. Operating Guidelines

Operating guidelines for the use of the Center will be given to all government, educational and community organizations requesting facility rental by the City of Humble

Included in the operating guidelines will be the following

Guidelines for Facility Requests. These guidelines set forth a time schedule for requests and a priority listing of events, which will be used in determining scheduling of the Center

Schedule of Fees. The Schedule of Fees is a listing of fees charged for the use of the Center and includes fees for rental of facilities and deposit for facility requests as approved by the City Council

Guideline for General Services and Requirements. This guideline furnishes descriptions of services provided by the Center and outlines requirements by which the user must comply These will be the operating guidelines described in the contract.

Operating guidelines for the Center, equipment, and any technical staff will be based on considerations of priority of programming, staffing and safety. It shall be the responsibility of the renter to ensure that all programs using the Center, equipment or staff operate within these guidelines. Operating guidelines will be adjusted as needed to reflect changes in policies.

3. Guideline Review Process

It shall be the responsibility of the City of Humble Administration to review guidelines for the use of the Center, equipment, and staff annually and submit recommendations, as appropriate, to the City Council. Additionally, fee schedules will be reviewed and established yearly by the City Council.

4. Fees

All services will be provided according to the Schedule of Fees included in the operating guidelines.

D. Procedures

1. Requests for Use of the Center

Requests for the use of the Center, equipment, and support staff may be made by contacting the City of Humble Civic Center Operations Director at 281-446-4140. Requests should be made within the time schedule described in the Guidelines for Facility Requests. The requester will be furnished operating guidelines (if needed) and a Charles Bender Performing Arts Center Rental Contract, which must be completed and returned to the Center. City staff may be available to assist requestors in the completion of the form, project scheduling, and planning technical needs within the operating guidelines.

2. Governed Use of the Arts Center

The use of the Center will be governed by contract and this Guidelines and Policies Manual.

3. Appeals of Disputes

Requests to resolve scheduling, rental and fiscal disputes between the Renter and the Center will be directed to the City Manager of the City of Humble.

E. Facility Request Guidelines

1. Scheduling Priority

Events in the Center are scheduled in accordance with the priority list set out below. No request for dates is considered final until an executed contract is issued.

1.1 Priority List

A. City of Humble

B. Organizations located within the City Limits of Humble

- C. Organizations in the greater Humble area (Humble, Kingwood, Atascocita)
- D Harris County organizations
- E. All others

2. Procedures for Requesting Facilities, Equipment and Staff

- 2.1 All requests for use of the Center, equipment and technical assistance must be submitted a minimum of 90 days prior to the event. The request will be accepted when submitted in writing, via email, or by fax.
- 2.2 Requests for dates, equipment and staff assistance are subject to availability and approval by the Civic Center Operations Director
- 2.3 After facility requests have been approved, a contract will be returned to the requestor. The timeline on contracts is dependent upon varying factors including facility availability and availability of equipment.
- 2.4 A deposit is required to place a permanent hold on a date

3. Scheduling Guidelines

- 3.1 No entity requesting use of the facility shall be permitted to maintain a "standing" or "regular" date for use
- 3.2 No entity shall be permitted to utilize the facility for more than two (2) events per calendar year
- 3.3 Requests for use of the Center shall be limited to individuals/organizations wishing to conduct an event that pertains to the performing arts which are considered creative activities that are performed in front of an audience that is made open to the general public. These may include but are not strictly limited to
 - A. Vocal/Instrumental Musical Concerts
 - B. Plays
 - C. Musicals
 - D. Opera
 - E. Ballet
 - F. Other Performance Dance
- 3.4 Use of the facilities for rehearsals and events shall be limited to Monday through Saturday (excluding holidays). All rehearsals and events, unless otherwise arranged may occur beginning at 8:00 a.m. and must conclude by 10:00 p.m., including clean-up, to avoid charges.

F. General Guidelines

The facilities of the Center are available to all individuals/organizations meeting the criteria outlined in Section 3.3. Access to the facility is governed by the contract issued to the renter.

By signing the contract, Renters agree to abide by these policies and procedures and pay all scheduled and incidental fees and charges 30 days prior to event date. Failure to comply may result in withdrawal of access to the Center and/or event termination.

1. Ticketing

Ticketing for all events is the responsibility of the renter/organizer.

2. Holidays

Holidays are those that are observed by the City of Humble and approved annually by the City Council. They typically include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after, Christmas Eve and Christmas.

3. Incident Reports

All incidents of injury, equipment failure or damage, facility damage or crimes must be reported immediately. The City will take appropriate action. The Renter is responsible for informing all organization members of this requirement.

4. Rehearsal and Class Facilities

The lobby and adjacent areas must be kept clear and quiet at all times. Rehearsals and events must be restricted to the rooms and spaces assigned. Renter must maintain appropriate decorum while in the lobby so that other events are not disturbed. Renter must provide supervisory staff for all of the organization's participants.

5. House Keeping

Renters must keep spaces clean and leave rooms in the condition they find them. All discarded items must be small enough to fit in a dumpster. Items, which will not fit into the dumpster, will be removed. Removal costs will be billed to the Renter. Should the Center require cleaning/janitorial services beyond that which is necessary due to routine use, the Renter will be responsible for any and all charges for the cleaning.

6. Smoking, Flames & Pyrotechnics

Smoking is not permitted in the Center. Per City of Humble Ordinance, no smoking is permitted within 25 feet of an exterior doorway. The sole exception to smoking would be for the inclusion of smoking in a theatrical presentation in which such smoking is deemed essential to the furtherance of the presentation and integral to the performance. If smoking is deemed essential, it must be a non-tobacco product.

and such usage must be approved in writing from the Civic Center Operations Director **ANY USE OF FIRE, FLAME, AND/OR PYROTECHNICS IS STRICTLY PROHIBITED.**

7. Eating and Drinking

Eating and Drinking are not permitted at any time in the theatre. Catered food and beverage may be permitted in the main hallways and pre-function rooms, food and beverage available for purchase may be permitted with prior approval of the Civic Center Operations Director and as governed by the terms of the Rental Contract. The catering service providing food and/or beverage must be approved by the Civic Center Operations Director

8. Alcohol

Renters may not serve, sell, or consume alcoholic beverages as part of their use of the facility

9. Public Liability Insurance

It is the renter's responsibility to provide Liability Insurance for their event at the Center for the amounts listed in the rental contract. The Renter is required to furnish the Center with a certificate of insurance showing there is in force a policy of insurance written by a company licensed in the State of Texas in which the Renter is named as insured with the Charles Bender High School Performing Arts Center and the City of Humble named as additional insured for the amounts listed in the contract. The policy shall also provide for a 10 day written notice to the City of Humble for cancellation or any material modification of the insurance policy. The Center cannot provide this insurance for any organization. **RENTERS ARE LIABLE FOR LOSS AND DAMAGE TO THE BUILDING AND ITS FURNITURE, EQUIPMENT AND CONTENTS.** This certificate must accompany the signed contract.

9.1 Insurance Amounts

- A. Worker's compensation insurance as required by law
- B. Employer's liability insurance in an aggregate amount of not less than
 - 1. \$100,000 Each Accident
 - 2. \$500,000 Disease-policy Limit
 - 3. \$100,000 Disease-each Employee
- C. Texas and/or all states endorsement attached
- D. Comprehensive general liability insurance with not less than the following limits.
 - 1. \$1,000,000.00 General Aggregate
 - 2. \$1,000,000.00 Products/completed Operations Aggregate
 - 3. \$500,000.00 Each Occurrence Limit
 - 4. \$50,000.00 Fire Legal Liability
 - 5. \$5,000.00 Premises Medical Payments

- E Automobile liability insurance with limits of not less than \$500,000 combined single limit
- F An umbrella liability insurance policy with limits of at least \$1,000,000.00 excess of the primary policies.

10. Parking Lot

The parking lot may not be used for commercial exhibits, displays, promotions, etc. without the express written consent from the Civic Center Operations Director. Returning the parking lot area in a clean condition is the responsibility of the lessee.

G. Theatre Guidelines

The Civic Center Operations Director may at all times designate another person to be responsible in the oversight and operations of the Center during the renter's period of use.

1. Furniture

Furniture may not be moved from room to room without express staff permission. Damage to any furniture, equipment or the building should be reported immediately. Repair/replacement charges will be billed to the Renter.

2. Equipment

The Center maintains a standard set-up of equipment. Specifications are available upon request. Only City staff will repair or replace Center equipment. Only City staff will operate or move Center equipment. Renters are liable for equipment damage.

3. Technicians

The renter shall be responsible for providing lighting and sound technicians for the duration of their event under the supervision of City staff that will oversee the use of all equipment for all technical load-in and set-up, technical rehearsals, performances, strike and restoration.

4. Lighting, Sound Systems and Rigging

Lighting instruments are hung in a general lighting plot. Renter will be billed a technical fee to change the standard lighting plot as well for the restoration of the standard lighting plot. Any additional sound equipment connected to the Center's sound systems must be tested and approved by the Civic Center Operations Director. Any damage to the Center's sound systems resulting from unauthorized equipment will be repaired or replaced at the expense of the Renter.

5. Strike

Renters will strike their production immediately following the final performance. The strike must include all sets, costumes and properties as well as removal of all materials from the house, lobby, and any auxiliary spaces used. The Renter is responsible for taking out the trash on the stage. The Center will not assume

responsibility for any materials left behind. The stage, house and lobby must be cleared after each use.

6. Set Painting

No major set painting is allowed on stage. Drop cloths must be used for minor touch-ups. Absolutely no spray paint, or spray adhesives are allowed on stage.

7. Stage Floor

The stage floor must be kept free of debris. Renters shall not apply any substances to the stage floor. Overtime charges plus expenses will be billed to the Renter for any additional maintenance required.

8. Nailing

Screwing into the stage floor is not permitted. However, other special needs require the approval of the Civic Center Operations Director.

9. Glitter

Glitter is not allowed in the building. It cannot be used on set pieces or props. Body glitter is not allowed unless it is in make-up form.

10. Spike Marks

The Renter is responsible for removing all spike marks on the stage floor. Spike marks should be made with chalk or a low-residue tape such as spike tape, and removed by the Renter during strike.

11. Curtains and Soft Goods

Nothing may be pinned, stapled, sewn, taped or attached in any manner to curtains and soft goods owned by the Center.

12. Pianos

For events requiring a piano, the Civic Center Operations Director must grant prior approval. A piano technician may tune the piano prior to dress rehearsal at Renter's expense. Nothing except sheet music is to be placed on the piano. Note: Permission to use the piano is granted to individuals, not organizations.

13. Prop Storage

All portable equipment, valuable set pieces, props, costumes and make-up must be secured after each rehearsal or performance. The Center has very limited storage facilities available. Equipment must not be left on the stage, in the house, or lobby. Costs incurred to remove such materials and equipment will be billed to the Renter.

14. Special Effects

Renter must discuss all sets and light designs as soon as they are available for each production, a minimum of two weeks prior to first usage. Any special effects involving potential risk to participants or to facilities must be approved by the Civic Center Operations Director before first use in rehearsal.

15. Rigging

The rigging of flying scenery must comply with theatrical rigging code. The Civic Center Operations Director may require, at an extra cost to the Renter, the hiring of professional stage riggers. Violation by the Renter or Renter's cast, crew or organizational members is cause for immediate cancellation of the event.

16. Lobby and House

The renter is responsible for activities in the Lobby and House, including the enforcement of prohibitions against smoking, the use of prohibited recording devices and cameras, cell phones and pagers, and disruptive behavior. Eating and drinking is not allowed inside the seating area of the theater. In addition, the renter is responsible for restricting access to the house to ticket holders and authorized event staff and house personnel only. Food and drink is strictly prohibited in the theater. Exceptions will only be made in lobby areas and only if the event is catered. Catering will be the sole responsibility of the renter.

17. Seating Capacity

The seating capacity for the Theater in the Charles Bender Performing Arts Center is XXX. There are no circumstances under which the occupancy may exceed that number. Renter will not allow the placing of additional chairs in aisles or on the stage. "Standing Room" is not permitted at the Center.

H. Rental Rates for Charles Bender Performing Arts Center

1. Rental Fees

See Charles Bender Performing Arts Center Rental Rates, Charges and Fees Schedule.

2. Additional Charges

There will be a full day rental fee charged on scenery, costumes, equipment and props not removed from the facility by the Renter unless otherwise stated in the Center Rental Agreement.

3. Minimum Call Guideline

The minimum call for city staff is one hour before the Renter occupies the building and one-half hour after the Renter leaves the building. In no case may the call for city staff be fewer than three (3) hours for any event (this includes load-ins and strikes). The minimum call for additional staff is also three (3) hours. All public events, which include an audience, require a City staff member to be onsite unless

determined otherwise by the Civic Center Operations Director. The renter is responsible for providing ushers.

4. Fee Waivers

The City of Humble reserves the right to reduce or waive facilities and property charges where compelling public need or interest is served. All requests for fee waivers must be submitted in writing to the Civic Center Operations Director and will be approved or denied by the City Manager.

I. Cancellation Policy

Notification of cancellations must be made ten (10) working days prior to the initiation of the renter's use of the facility. For cancellations made without five working days' notice, the user will be responsible for any costs incurred for the event.

In extremely rare situations, due to factors beyond the control of the City, Center, or Renter, such as weather conditions, unavailability of facilities due to physical damage, or mechanical breakdown of support systems, etc. The City may cancel a previously scheduled event without penalty. In the event of a weather emergency in which the City is closed, events being catered and facilities reservations may be cancelled.

If an event is cancelled, the Civic Center Operations Director will contact the renter to discuss the cancellation and re-scheduling opportunities.

J. Failure to Comply

Failure to comply with the policies described herein may result in the assessment of charges to recover the costs of services scheduled and/or performed, the suspension or revocation of the rental Contract, and/or the closing of an event requirement restitution for expenses and/or damages.



CHARLES BENDER PERFORMING ARTS CENTER RATE SCHEDULE

ADOPTED APRIL 9, 2015

THEATRE	\$ 1,750.00
Includes use of facility for two (2) days – one (1) rehearsal date / one (1) show date	
REHEARSAL	\$ 750.00
Includes use of facility between 8:00 a m – 5:00 p m Monday-Friday for add'l rehearsal	
LIGHT TECHNICIAN	\$ 250.00
Flat Rate	
PORTER	\$ 150.00
Flat Rate	
ELECTRIC CHARGE	\$ 300.00
Flat Rate – two days	
CLEANING	\$ 300.00
Flat Rate	
GRAND TOTAL	\$ 3,500.00
NON-PROFIT FLAT RATE	\$ 2,500.00
ADDITIONAL CHARGES	
AFTER HOURS REHEARSAL	\$ 750.00
Includes use of facility between 5:00 p m – 10:00 p m Monday-Friday for add'l rehearsal	
SECURITY	\$ 360.00
Humble P D Two Officers \$40 00 per Hour / 4 5 hour minimum	
DEPOSIT (REFUNDABLE)	\$ 1,500.00

50% Down Payment due at Contract Signing