

- 16. FIRE CODE ENFORCEMENT.** Aisles shall be used only for passage to and from seats and shall be kept unobstructed at all times in accordance with fire codes. The Licensee shall not transact nor allow the transaction of any business on the premises, nor keep thereon anything that will increase the rate of the fire insurance on the building, nor conflict with the provisions of the insurance policies on the building or any part thereof. The Licensee shall not use nor permit the use upon the premises of any substances of a hazardous nature, such as explosives or highly flammable material, candles or sparklers.
- 17. PRIOR DAMAGE OR DESTRUCTION OF PREMISES.** In the event the building or any part of it is destroyed or so damaged by fire or other casualty as to make it totally or partially unfit for use, the City of Gainesville shall have the option either to repair such damage or to cancel the Agreement, in which event rental fees collected shall be returned to Licensee.
- 18. USER PROPERTY INSURANCE.** Property insurance does not cover any item in the building that is not the property of the City of Gainesville. Licensee and its agents, caterers or employees are responsible for insuring the safety of all items brought into the Thomas Center. The City of Gainesville assumes no responsibility and no liability whatsoever for the loss of, or damage to, property of the Licensee, its agents, caterers or employees.
- 19. RAIN PLAN.** At the time an event is scheduled in the Gardens, a rain plan should also be discussed. If the Licensee has rented only outside areas, and the decision is made to move the event inside due to inclement weather (i.e. rain, temperature etc.), the City will apply the fees paid for the exterior areas to the rental fees for the interior areas. The Licensee will also be required to pay the difference associated with renting the interior areas.
- 20. MINORS.** Children under the age of ten (10) attending or performing in a scheduled event must be accompanied at all times by parent or guardian and under supervision at all times.
- 21. VEHICLES.** Vehicles will be confined to driveways only. No vehicle, trailer or other heavy equipment may traverse or be placed upon grass or planted areas.
- 22. NOISE.** Licensee is expected to assist the City in being a good neighbor. The Thomas Center is located in a residential neighborhood therefore certain limits on outdoor events apply. Events with a high noise level, such as those using amplified sound, are restricted to Friday, Saturday and Sunday. Music/Sound Provider will be required, prior to the day of the contracted event, to sign a "Music/Sound Provider Agreement" and will be required to abide by all rules and regulations contained therein.
- Application for noise permit is required for events that are open to the public and which use amplified sound. These events are limited to hours between 9:00 A.M. and 11:00 P.M. Friday and Saturday, and between 9:00 A.M. and 10:00 P.M. on Sunday. Events of a quiet nature may be scheduled for weekday evenings.
- A.** Wedding ceremonies, hors d'oeuvres receptions and other functions are permitted in the fountain area in the west gardens provided that the policies listed above are followed.
- B.** Only wedding ceremonies will be permitted on the northwest side of the gardens near the big oak tree and the Feiber Memorial pergola. No wedding receptions, parties, or other events requiring amplified sound will be permitted in this area.
- C.** Wedding ceremonies, receptions, parties, film showings etc. are permitted in the Turtle Court provided that the above noise policies are adhered to by the Licensee.
- 23. OPERATIONAL SCHEDULE.** The Thomas Center will be closed on City of Gainesville designated holidays. Rental event hours begin at 7 A.M. (for event set-up). Events may end no later than 12:00 A.M. Clean-up by vendors and City of Gainesville staff must be complete by 1:30 A.M.



Please read these regulations carefully as they are a part of your contract with the City.

The Thomas Center is a center for arts and cultural services and is owned by the City of Gainesville and operated by the Department of Parks, Recreation and Cultural Affairs (PRCA). It has been listed with the National Register of Historic Places since 1973. The Thomas Center Gardens include all outdoor areas surrounding the Thomas Center, the Grace and Sidney Knight Children's Theatre, Turtle Court, and West Gardens.

Care is taken to preserve the historic nature of the facility; and, we ask our Licensees to respect the special Use Regulations to prevent any damage to the building or misuse of the facility. In addition to liability for damages, any user who causes damage to the Thomas Center beyond normal wear may lose the right to use the facility in the future.

All events at the Thomas Center will be confirmed upon execution of the Thomas Center License Agreement between the Division of Cultural Affairs' Facilities Coordinator and the person in charge of the event (Licensee). This Agreement includes a promise to uphold current Use Regulations. The execution of the Agreement is valid upon receipt of all fees due and only for the date of the Agreement.

Thomas Center Use Regulations

- 1. NO SMOKING.** The Licensee shall not permit smoking inside at any time. Violators are subject to fine by civil authorities. It is not permissible to light candles or do anything which causes a high concentration of particles e.g., dust, vapor, smoke, confetti, snow, glitter, sparklers etc. to be in the air, as this may activate the halon fire extinguishing system. In the event this regulation is disregarded and the fire extinguishing system is discharged, the Licensee is liable for the cost of recharging the system and any alarm response or false alarm costs and charges.
- 2. CLOSING TIME.** At stated expiration time of agreement, Licensee will peacefully yield all of the premises in as good order and repair as upon commencement of this agreement. Only reasonable wear and tear is expected. If an event extends beyond the time specified in the License Agreement, additional room rental fees will be assessed at an hourly rate as designated in the current fee schedule for each hour or portion thereof, plus an additional staff person fee, at the rate as stated in the current fee schedule. These additional fees shall be charged and may be taken from the security deposit.
- 3. CONSUMPTION/SALE OF FOOD AND DRINK.** Food and drink are not allowed in the Main Gallery or the Period Room of the Thomas Center. Actions and conduct of Licensee, Licensee's clients, visitors or employees shall be the sole responsibility of the Licensee. The Licensee has the responsibility to assist in compliance with this regulation. The Licensee shall obtain prior consent from the Department for sale of any consumable or non-consumable items. Alcoholic beverages may be consumed in the Thomas Center Building or in the gardens, but not sold. Licensee is responsible for obtaining appropriate permits and licenses and for monitoring the consumption of alcohol by guests, visitors, or patrons, and for providing a bartender who has completed the State of Florida's ServSafe Program and is 21 years of age or older to serve alcoholic beverages during the duration of their event. No kegs are permitted.
- 4. CATERER REGULATIONS.** See regulations for both private and public functions.

CATERING PRIVATE FUNCTIONS. The Historic Thomas Center requires a licensed catering company or restaurant to provide all food for private functions, with the exception of items A. and B. below.

- A.** Prepared platters from grocery stores or restaurants are acceptable. This includes sandwich platters, meat trays, cheese trays, veggie/fruit trays and dessert platters.
- B.** Baked goods (i.e. birthday cakes, wedding cakes etc.) can be homemade or purchased from a retail outlet if they comply with the State of Florida's Cottage Food Law. A brochure detailing this law is available from the Thomas Center Facilities Coordinator.

CATERING PUBLIC FUNCTIONS.

- A.** PRCA requires a licensed catering company or restaurant for all food except desserts.
- B.** Desserts can be homemade or purchased from a retail outlet if they comply with the State of Florida's Cottage Food Law. Brochure detailing this law is available from the Thomas Center Facilities Coordinator.

C. Prepared platters from grocery stores or restaurants are acceptable. This includes sandwich platters, meat trays, cheese trays, veggie/fruit trays and dessert platters. Should this option be selected platters must be presented to the public "as is." City staff and visitors are not permitted to be involved in "food preparation" which includes such activities as: cutting bread, cheese, meat, vegetables or fruit in preparation for display.

5. **STAFF.** An employee of the City of Gainesville is in charge of the facility during each use. Department staff is responsible for taking reasonable security and safety precautions, preventing unauthorized entry to the leased premises, and is generally available to assist Licensee during the rental period. Staff may not serve food or beverages, unload or set-up equipment not rented from the City or perform other acts which put the City at risk of suit. Established rates for Staff are listed in the current fee schedule.

6. **REMOVAL OF EQUIPMENT AND DECORATIONS.** At the conclusion of the event/performance, the Licensee shall clear the facility of all material which has been brought into the Thomas Center for their event. Items left will be discarded and a charge will be assessed for failure to adhere to this regulation. It shall be the Licensee's responsibility to move items for storage into the lower level if arrangements have previously been made for later pick-up by a florist, caterer etc., and a storage charge was paid.

7. **THROWING OF SUBSTANCES PROHIBITED.** Nothing is allowed to be thrown on the premises, including the outdoor gardens; that is, no rice, birdseed, confetti, glitter, silly string, bubbles, flower petals, sparklers or the like. If this regulation is disregarded, a fee will be assessed from the security deposit.

8. **INSTALLED DECORATIONS.** Because of the public and historic nature of the Thomas Center, any furnishing, seasonal decoration and/or other appurtenances already in place will not be moved in order to accommodate any Licensee. No fixed part of the building will be disarranged in any manner.

9. **INSTALLATIONS.**

A. The Licensee shall not install any wires or electrical appliances without consent from the Facilities Coordinator.

B. Use of tape or other adhesives, nails, tacks, screws or similar articles on interior or exterior surfaces is not allowed. A minimum damage fee or cost of repair, whichever is greater, will be assessed from the security deposit for any infringement of this rule. All decorations shall be put up without defacing the building, and their installation shall be subject to the prior approval and subsequent supervision of the Facilities Coordinator.

C. The Licensee may hire an outside vendor to install a special event tent on the west lawn provided that Licensee pays a Grounds Maintenance fee of \$300.00 and signs a tenting procedure contract addendum at the time of reservation. The Grounds Maintenance fee will be paid by Licensee in addition to the standard Reservation Deposit and Security Deposit.

10. **LIGHTS, HEAT, WATER AND VENTILATION.** The City of Gainesville will furnish lights, heat, water and ventilation. Please note: heating and cooling are automatic and cannot be regulated by staff due to the complexity of the systems. Any special lights, lighting effects or fixtures shall be provided by and paid for by the Licensee as set forth in Regulation #9 above, after the express written approval of the Facilities Coordinator.

11. **PROTECTION OF FLOORS.** Any item to be moved across an uncarpeted floor must be carried to prevent scarring of the floor surface.

12. **FEES.** All fees for the Thomas Center are determined by the Gainesville City Commission and are subject to change at its discretion. PRCA has no authority to change or waive these fees; therefore, no price can be altered once the License Agreement has been executed. All events require payment of a non-refundable deposit of \$200.00 to reserve the date. This non-refundable deposit is not transferable to other City departments or facilities. This deposit is applied to the total charge upon payment of fees and may be transferred only one time to another available date; after that it will be forfeited. All fees are due 30 days in advance of the event date. The Licensee is responsible for paying all fees by the deadline. The Thomas Center is not responsible for notifying Licensee that deadline is approaching. Payment may be made by cash (in exact change only), check, VISA, MC, or American Express credit cards.

Rental fees must include the total duration of time for access required by caterer, agent or user, as well as sufficient time for complete clean-up of the leased premises. One and a half hour set-up and one and a half hour for clean-up is required when using one room. A two-hour set-up period and a 90-minute clean-up period is required when using multiple areas.

A. **Staff Fee.** Hourly licensing fees are for the use of the building only and do not include the cost of staff required to cover the event. Staff fees are listed in the current fee schedule. One staff person is required when renting one area inside or out in the gardens and event attendees do not exceed 60 people. Two staff persons are required when renting multiple rooms. Two staff persons are required for events accommodating 61-199 people. Three staff persons are required for events accommodating 200+ people. Staffing fees must include the total duration of time for access required by caterer, agent or Licensee, as well as sufficient time for complete clean-up of the leased premises. State sales tax must be charged on all staff fees. Non-profit organizations must present proof of tax-exempt status when rendering payment.

B. **Rehearsals.** Rehearsals may be arranged after business hours for a fee.

C. **Pianos.** The grand piano or upright piano in the Spanish Court may be rented for the fee noted in the current fee schedule. Use of either instrument must be requested in advance and duly noted in the License Agreement. Special tuning requested for an event will be done by the contractor used by the City of Gainesville and may not necessarily be at the City of Gainesville's expense.

D. **Available Equipment.** The following equipment is available for rental:

- Rectangular tables: 8', 6', card tables
- Round tables: 48", 60", 30" round pub tables
- Chateau chairs
- White wedding chairs
- Brown padded folding chairs
- Grand piano
- Upright piano
- 25" TV / VCR / DVD player
- Projection screen
- Podium

E. **Security Deposit.** Licensee shall deposit with the City of Gainesville City of Gainesville a security deposit in the amount of \$300.00, for events taking place inside the building or \$75.00 for events taking place on the outside grounds only. Deposit shall be made thirty days prior to the event date.

The City of Gainesville Division of Cultural Affairs offers a Cultural Event Program to local artists for cultural events held at the Thomas Center. Each artist is limited to four events per calendar year. Local non-profit organizations may contract with artists outside the Alachua County area to perform a cultural event at the Thomas Center. Please request the Cultural Event Program's guidelines for detailed information regarding this program.

13. **REFUND POLICY.** In the event of cancellation of a scheduled event, a refund of monies paid will be disbursed, governed by the following conditions:

A. **Reservation Deposit.** The reservation deposit is non-refundable.

B. **Rent, Equipment, and Staff Fees.** Refund of paid rent and Staff fees are subject to the following: 25% will be refunded when notice is provided 10 or more BUSINESS DAYS in advance of date of event. No money will be refunded when notice is provided less than 10 BUSINESS DAYS in advance of date of event.

C. **Security Deposit.** The City of Gainesville shall have the right and option of applying any or all portion of the security deposit to the cost of cleaning/repair of leased premises, and/or to pay for staffing during hours of access extending beyond those contracted for and to cover loss of revenue resulting from extended use of the Thomas Center. Refund of security deposit will be initiated within five (5) business days following the scheduled event. Notice of this procedure and deduction(s) made to the security deposit will be sent to Licensee, confirming in writing the amount of such deduction(s) and the reason therefore.

Any damage requiring a written estimate of repairs will entail withholding of Licensee's security deposit until said estimates have been received by the City of Gainesville and the exact amount required for the necessary repair is determined.

In the event Licensee shall faithfully perform the terms of the License Agreement, City of Gainesville shall refund to Licensee said security deposit or balance thereof not applied by the City of Gainesville in discharge of Licensee's obligations.

14. **NON-PAYMENT OF FEES AND DEPOSITS.** Non-payment by Licensee of any fees and deposits by the date(s) due as stated in Regulation #12 of these Building Use Regulations may, at the discretion of the City of Gainesville, void the License Agreement. This voiding of the agreement will be made without requirement of written notice to the Licensee and will be binding upon the Licensee.

15. **CITY, STATE AND FEDERAL LAWS.** The Licensee in conducting any performance, public or private gathering, or in giving any lecture or concert shall conform to, comply with, and abide by all laws of the United States and the State of Florida, the rules and regulations of all State and Federal boards and bureaus, the ordinances of the City of Gainesville, and regulations of the Fire Department, the Board of Health and the City of Gainesville.