

CIVIC EVENTS FACILITY POLICIES

(Approved by City Council on April 16, 2019)

Purpose Statement:

The purpose of this document is to provide procedures and guidelines to follow in the Civic Events Department. These procedures and guidelines should be viewed as directional, informative, and provide guidance for all involved with Civic Events, unless specific policies are negated by existing ordinances.

The development and review of the Civic Events Policies should originate with the Civic Events Departments with recommendations from the Civic Events Advisory Board and approved by City Council.

Definitions:

Booking – an event with a fully executed Short-Term Facilities Agreement and required payments according to the fee schedule.

Capped Payment - A payment that is allowed to fluctuate, but which cannot surpass a stated amount.

Hold – a request from a lessee for a date.

Required Payment – the payment of all required fees according to the fee schedule for the requested event.

Scheduled - an event date held with a required payment, but no executed agreement.

Ticketed Events – Any event that requires a fee for admission including trade shows, tool sales, boat shows, etc.

Total Gross – all earnings from all revenue sources for an event, before deductions.

ADVERTISING AND NAMING RIGHTS

The City's contracted agent for marketing naming rights sponsorships and advertising on City properties holds the exclusive right to solicit and make such contracts on the City's behalf. All such transactions must be conducted by and through the contracted advertising agent.

The City's contracted advertising agent holds the exclusive right to place City advertising (other than public notices and employment ads) with media outlets.

ALCOHOL

The City's contracted Concessionaire holds exclusive rights to provide alcohol at all Civic Events venues (Coliseum, Convention Center, River Stage, Paseo, Indoor Arena, Farmers Market). Except for non-ticketed events at the River Stage, the Paseo, and Pecan Creek Pavilion 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 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 City Manager or his designee."

Alcoholic beverages may be brought into the River Stage, the Paseo, and Pecan Creek Pavilion during non-ticketed events. Lessee must provide liquor liability insurance that names the City of San Angelo as additional insured. Lessee must employ at Lessee's sole expense, a local off-duty uniformed SAPD certified peace officer(s) as security at all functions at which alcohol is present. The Civic Events Manager will determine the number of officers.

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

BOOKING

With the exception of conventions and public events attended by at least 500 people, the use of facilities may be booked up to one (1) year in advance unless otherwise approved by the Civic Events Manager and documented for the Civic Events Advisory Board.

Facilities and dates are considered a contractual, or confirmed, commitment only upon the execution of the Short-Term Public Facility Agreement by the event sponsor and the Civic Events Manager specifying all details of the commitment and the receipt of the required payment..

Staff will inform promoters of any like events that are booked to occur one month prior to or after their planned event.

BOOKING SCHEDULE

For non-ticketed events, a fully executed Short-Term Facilities Agreement and required payment must be received within 10 days of the Lessee's request. If the full fee and executed contract is not received by such date, the booked date may be released.

For ticketed events, a fully executed agreement and a payment in the amount of the facilities rent fee must be received within 10 days of booking.

The Convention & Visitors Bureau is allowed to hold dates no more than five years in advance unless agreed upon with Civic Events Manager. If less than a year out, Civic Events shall inform CVB of pending convention dates to ensure that they are released in a timely manner for open public or private bookings.

CAMPER HOOKUPS

INDOOR ARENA –There are water and electrical hookups available at a rate by the Council approved fee schedule. There are no sewer connections. The charge for camper hookups will be included in the event’s settlement agreement. Prices will be adjusted to match those charged at the San Angelo Fairgrounds by the San Angelo Stock Show & Rodeo Association anytime the SASSRA change rates.

PASEO GROUNDS – There are electrical hookups available at a rate by the Council approved fee schedule. There are no water or sewer connections. The charge for camper hookups will be included in the event’s settlement agreement. Prices will be adjusted to match those charged at the Indoor Arena anytime rates change there.

CANCELLATION/REFUNDS

If the Civic Events Manager cancels a Short-Term Public Facility Agreement at any time, Lessee will receive a full refund of all payments made. If Lessee cancels the Public Facilities Agreement prior to ninety (90) days before the event, Lessee will receive a refund equal to one-half of the required payment. If the Lessee cancels the Public Facilities Agreement within ninety (90) days of the event, Lessee will forfeit the entire payment.

CAPPED RATE FOR PUBLIC TICKETED EVENTS

The Civic Events Manager can negotiate a capped payment of the Civic Event’s facility being rented by a promoter or event company for ticketed events. The capped payment cannot be less than the rental rate that is stated on the Fee Schedule and cannot exceed 10% of the total gross. Once the rate is negotiated, the CE Manager must receive approval from the Committee to authorize the capped payment.

CARSHOWS

Shows involving the display of cars, motorcycles and/or other motorized vehicles must place drip pans under all vehicles and must comply with all fire codes.

CATERER REQUIREMENT AND PAYMENTS

All caterers must sign and adhere to a Catering Agreement with the City of San Angelo. Lessees can use only those caterers that are on the City's Approved Caterer's List.

Reinstatement of catering privileges lost because of non-payment requires full payment of outstanding balances and late fees, and approval by the Civic Events Manager. The Civic Events Manager reserves the right to require a payment in advance on future bookings from caterers who have been delinquent in payment.

Lessees may provide their own food at private events if neither the preparer of the food is paid any fee nor anyone attending the event is charged for eating the food.

CONCESSIONS

The City's contracted concessionaire holds exclusive rights to provide food and non-alcoholic beverages at the Coliseum, Convention Center River Stage, and Tiered Plaza. The City's contracted concessionaire holds exclusive rights to sell food and non-alcoholic beverages at the Indoor Arena for ticketed events only. The City's contracted concessionaire holds exclusive rights to sell alcohol at ticketed events at the Coliseum, Convention Center, Farmer's Market, Indoor Arena, Paseo Pavilions, Pecan Creek Pavilion and Park, River Stage, and Tiered Plaza.

CONVENTION CENTER KITCHEN

The Convention Center 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. Any lessee who rents the Convention Center is allowed access to the Convention Center's ice machine and reverse osmosis water system. Any Lessee who is not a City approved caterer wishing to bring food into the Convention Center for their function may use the kitchen after paying a \$100/day fee in advance. The fee includes use of the Convention Center's refrigerator, freezer, tea and coffee makers, warmers and food preparation areas. Cooking by anyone other than a City-approved caterer is not allowed.

If Lessees fail to clean the kitchen to the satisfaction of the Civic Events Manager or the Manager's designee, the amount of staff time and cleaning materials associated with the cleanup will be billed to the lessee.

DAMAGE/ CLEANING COST

Lessees shall be responsible for returning Civic Events property to pre-event condition and agree to compensate Civic Events for damages or clean-up costs. Clients renting the El Paseo, Pecan Creek Pavilion, or the Farmers Market must clean up after the event has ended. Civic Events employees will conduct a pre-and post-event survey of City property with the applicant to verify condition of City property. Cost for clean-up will be charged at hourly staff rates plus the direct cost of any repairs. All damages will be assessed by the Risk Manager and the cost will be billed to the Event applicant.

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 will apply

EMERGENCIES

Civic Events staff will be available or on call at all times during an event. Certified peace officers will be on the premises if required. (See “Security.”)

FACILITY DISCOUNTS

Organizers/promoters of existing established events will be offered a 50-percent discount from the daily rental rates of Civic Events facilities if:

- They show a history of using an average of at least 200 hotel rooms per night during their event. “Existing, established events” are defined as events that have met at least annually for a minimum of the past three years.
- They work through the San Angelo Chamber of Commerce’s Convention and Visitors Bureau to book and plan their event.
- They offer documented proof within 10 working days of the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 200 San Angelo hotel rooms per night were booked and used during the course of the event. After the event, rooms will be tracked based on pick up reports returned to the CVB by the hoteliers.

Organizers/promoters of existing established events could earn larger facility rental discounts at the rate of 1 percentage point for every 15 rooms above the average of 200 San Angelo hotel rooms per night.

Organizers/promoters of existing established events must pay a required payment equal to the contracted discount of the facility's rental fee. Failure to provide documented proof within 10 working days from the end of their event of the average number of San Angelo hotel rooms booked and used per night during the course of the event will result in the loss of the required payment

Organizers/promoters of new events can earn a 50-percent discount off the daily rental rates of Civic Events facilities by following the same procedure as existing events. New events must pay a required payment equivalent to the full rental rate. If the promoter provides documented proof within 10 working days from the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 200 San Angelo hotel rooms were booked and used during the course of the event, 50 percent of the required payment will be refunded to the organizer/promoter as part of the event's settlement agreement.

If the promoter provides documented proof within 10 working days from the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 150 San Angelo hotel rooms were booked and used during the course of the event, 33 percent of the required payment will be refunded to the organizer/promoter as part of the event's settlement agreement.

If the promoter provides documented proof within 10 working days from the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 100 San Angelo hotel rooms were booked and used during the course of the event, 25 percent of the required payment will be refunded to the organizer/promoter as part of the event's settlement agreement.

Deviations from this policy must be reviewed and approved by City Council with a recommendation from the Civic Events Advisory Board.

FACILITY USE FEE

A facility fee per ticket is charged on all tickets sold as shown on fee schedule.

Promoters may comp only 10% of the total amount of sold tickets. If a promoter comps more than 10% of the sold amount, the promoter must pay the Facility Use Fee on each ticket above the 10% threshold.

GLASS CONTAINERS

Glass containers are prohibited in Civic Events facilities per city ordinance, with the exception of wine glasses, wine bottles and punch bowls in the Convention Center.

INSURANCE

The sponsor of an event is required to have commercial general liability insurance for bodily injury or death in the minimum amount of \$1,000,000 and property damage to rented premises in the minimum amount of \$100,000. Such coverage shall name the City of San Angelo as additional insured and provide for a waiver of subrogation of all claims in favor of the City. The insurance must be issued by a company licensed to do business in the State of Texas. Lessee must furnish proof of coverage to the Civic Events Manager or his designee at least ten (10) business days prior to the event. In the event Lessee wishes to purchase insurance through the City's Risk Manager, estimated payment of insurance is due/payable at the time the Public Facilities Agreement is signed.

INTERNAL USE POLICY

The use of Civic Events facilities by City departments and divisions is governed by the City's internal use policy, approved by the City Manager on August 18, 2009.

MULTIPLE USE

A client contracting for a minimum of ten (10) events in a calendar year (January – December) for use of the small meeting rooms (those other than the 12,000-square-foot large meeting room in the center of the facility) at the Convention Center will be granted a twenty-five percent (25%) discount per room, during weekday business hours, provided additional labor is not required or other costs are not imposed on the City. In the event additional labor is required or other costs are imposed, Lessee will pay such costs at the regular rates.

A client contracting for a minimum of four (4) public ticketed events at one time at the River Stage, Convention Center or Coliseum within a 12-month span will be deemed a multiple user. A rental rate of 50% off of the facilities rental rate will be applied to the fourth concert. The fourth concert must be held at either the River stage or the Coliseum. The discount will apply if one of the concerts is cancelled by circumstances beyond the promoter's control, including weather, an act of God, the unavailability of the venue because of a natural disaster or other emergency operation, or the health of the performer.

Multiple use for all other events is defined in the "facility use fee" policy.

NOVELTIES

The percentage of all after tax revenue from sale of novelties, or a flat fee for novelty sales negotiated prior to the event by the Civic Events Manager, is due and payable to Lessor immediately following the completion of sales or no later than the day of the event if a flat fee is negotiated. These novelty items include printed programs, souvenirs, tapes, CDs, books, T-shirts and other items identified as a novelty by the Civic Events

Manager. Exhibitors and vendors directly related to a convention or trade show are exempt from this policy.

OUTSIDE FOOD AND BEVERAGE

Unless approved by the Civic Events Manager, the public is prohibited from bringing food and beverages that are not purchased on site into the Coliseum, Convention Center, and River Stage during events at which concessions are offered for sale, excluding the San Angelo's Symphony's July 3 Pops Concert at the River Stage.

POST-EVENT BREAKDOWN – (OUTSIDE VENUES)

If Lessee chooses to pay for pickup of litter and/or removal of decorations at any outside venue, Lessee will pay the hourly staff rate. Should the breakdown require staff overtime, Lessee will be charged the resulting overtime rate.

RESTRICTIONS – (OUTSIDE VENUES)

FARMER'S MARKETS – No painting will be done in or around the Farmer's Market. Any violations of this policy will result in the Lessee's being billed at cost to return the venue to its prior condition.

PASEO GROUNDS – No painting will be done in or around the Paseo Grounds. No motor vehicles, with the exception of RV's, are allowed on the Paseo Grounds. Only golf cart-type vehicles and power-operated vehicles for handicapped individuals are allowed on the Grounds. Any exceptions require prior approval by the Civic Events Manager or the Manager's designee. Care must be taken with those exceptions to prevent damage to park infrastructure (i.e. irrigation systems and sprinkler heads). Tents may be staked on the Paseo grounds only at designated or approved locations.

Neither coals, grease, briquettes, charcoal nor any other remnant from a grill, fryer or other cooking appliance may be dumped on the Paseo grounds.

Any violations of this policy will result in the Lessee being billed at cost to return the venue to its prior condition.

PASEO PAVILIONS – No nails, tacks, pins or tape will be put in or on any structure. Decorations may be attached with strings or zip ties, provided they are not attached to fans and all strings and zip ties are removed after the event. No painting will be done in or around the Pavilions. No motor vehicles are allowed in the Pavilions. Only golf cart-type vehicles and power-operated vehicles for handicapped individuals are allowed in the Pavilions. Any exceptions require prior approval by the Civic Events Manager or the Manager's designee. Tents may not be staked in the pavers between the pavilions. Tents

may not be anchored by trying to any fixture, including light poles, flagpoles, monuments or the pavilions. Tents may be anchored with water barrels.

Neither coals, grease, briquettes, charcoal nor any other remnant from a grill, fryer or other cooking appliance may be dumped in the Paseo pavilions.

Any violations of this policy will result in the Lessee being billed at cost to return the venue to its prior condition.

RIVER STAGE – No nails, tacks, pins or tape will be put in any wall. Decorations may be attached with strings and zip ties, provided all strings and zip ties are removed after the event. No painting will be done in or around the River Stage. Tents may be staked on the River Stage grounds only at designated or approved locations.

Any violations of this policy will result in the Lessee being billed at cost to return the venue to its prior condition.

SECURITY

Lessees and/or sponsors of an event must have Texas State certified police officers present, if required by the Civic Events Manager. This requirement, as well as the number of officers needed, will depend on the type of event (including activities), number of anticipated attendees at the event, whether or not alcohol will be consumed at the event, as well-as other factors.

If certified police officers are required for an event, at least one of the officers must be a City of San Angelo officer. If certified police officers other than City of San Angelo officers provide security at an event, the event sponsor must coordinate those officers and inform the Civic Events division that the officers have been secured for the event and provide a point of contact.

The San Angelo Police Department will work with the Civic Events Division to coordinate SAPD security officers for the event. SAPD is responsible for collecting payment from the lessee at the conclusion of the event.

All public ticketed events must provide private security for bags and guest checks.

Prohibited Items: alcohol, animals, bottles, cans, and beverage containers of any kind, costumes, firearms permitted by law, flasks, inflatable objects, laser pointers, mace (pepper spray or tear gas), outside food or beverage, poles, sticks or rods of any kind, swords, video cameras (*only at public ticketed events)

Exceptions will be made for those with medical requirements and/or special needs.

All “Short-Term Public Facility Agreements” must abide by the prohibited items list.

SMOKING

City ordinance prohibits smoking in all indoor and outdoor venues and at the River Stage. Smoking is prohibited underneath the Paseo, Farmers Market, Indoor Arena and Pecan Creek Pavilion. Smoking is allowed in designated areas.

SPECIAL EVENTS

If an event that utilizes a Civic Events venue also makes use of other public properties, the organizers of that event must seek a Special Events permit and comply with the City’s Special Events policy.

It is the sole responsibility of clients leasing all facilities to obtain and pay for all necessary permits to meet the City of San Angelo’s requirements. These include but are not limited to street closure, health and sign permits.

STALLS – INDOOR ARENA

There are stalls available at the Indoor Arena. For the price per stall, see the Fee Schedule. The cost will be included in a Lessee’s final settlement. Temporary stalls in the arena are prohibited until all permanent stalls are rented and only if approved by the Civic Events Manager.

TENTS

Tents may be utilized at the Coliseum and Convention Center parking lots as long as the stake holes are filled and the lot is returned to the pre-tent condition at the conclusion of the event. Tents may be staked on the Paseo and River Stage grounds only at designated or approved locations. Stake holes must be filled with dirt and the grounds returned to the pre-tent condition at the conclusion of the event.

TICKET VENDOR GUIDELINES

General

The City of San Angelo is requesting qualifications from vendors for facility ticketing services. All qualified vendors will be added to a non-exclusive, approved vendor list that promoters will be allowed to select from for ticketed events at City facilities.

Scope of Services

In order for a Qualification to be considered, the vendor must demonstrate a capacity to perform all of the services described below to provide ticket sales and services for public events. The qualified vendors will then be able to provide ticketing services for City events upon request.

When booking a ticketed event, promoters are allowed to pick a ticketing vendor who has the authority to sell tickets for events at our Civic Events Facilities. The ticketing vendor must meet the requirements below to be added to the vendor list.

1. The provider shall not be a third party ticket distributor or affiliate.
2. The provider shall staff events for Box Office sale the day of and during the event at no cost to the City of San Angelo ("City"). Provided staff cannot be a relation/family member of the promoter of the event.
3. The provider shall be able to provide the City with all equipment needed for day-of operations (ie. ticket scanners, etc.) for all public events for which tickets are sold. The City will provide one staff person to take tickets at no charge. Provider shall bear all costs of any additional staff needed to take tickets on the day of the event.
4. The provider shall be able to build the event with the promoter and City Civic Events staff based on the venue and design and print tickets. No tickets shall go on sale until the venue set up is approved in writing by the Civic Events Manager.
5. The provider shall be able to provide detailed reports with information on the amount of tickets sold, event revenue, and customer demographics to Civic Events at the conclusion of every event. The provider shall provide the Civic Events Manager with full access into the backend system to track ticket sales and run reports on the events for revenue and customer demographics.
6. The provider shall be able to provide a "cash advance" on the day of the event for promoters, if requested. "Cash advance" must not be greater than what is owed to the City from the current tickets sold.
7. The provider shall be able to settle with the City Civic Events department after the box office is closed or at a time agreed upon in writing with the Civic Events Manager. The provider shall be able to settle with the City Civic Events department after the event, including facility fees, venue rental fees and any other agreed fees. At settlement the City will be paid by company check by the ticketing provider. If the total outstanding balance to the City is under \$1,000, then the promoter is allowed to write the check.

8. The provider shall provide a phone or online customer ticketing order and information service to answer any ticketing questions.
9. The provider shall provide at minimum one ticket outlet with all equipment necessary to ring up the ticket sales in real time.
10. The provider shall be able to provide refunds within 10 business days to the customers, if the event is cancelled.
11. The provider shall be able to handle all cash sales of public ticketed events. The City will not be involved with any cash dealings or purchasing of tickets.
12. The provider must provide the current insurance requirements to be operational at our facilities.

Commercial General Liability:

Minimum Limits:	\$1,000,000	Each Occurrence
	\$1,000,000	Personal and Advertising Injury
	\$2,000,000	General Aggregate
	\$1,000,000	Products/Completed Operations Aggregate
	\$100,000	Fire Damage

Business Auto Liability for any auto:

Minimum Limits:	\$1,000,000	Combined Single Limits
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Workers Compensation:

Minimum Limits:		WC EL Statutory Limits
Disease	\$500,000	each accident
Disease	\$500,000	each employee
	\$500,000	policy limit

