

OPERATIONAL POLICIES  
City of Cleveland  
Civic Center

The following list represents a summary of City policies and requirements for events. This list is only a summary and is not inclusive of all City policies and regulations. We strongly advise the Lessee to contact the Cleveland Civic Center Director four weeks prior to the event to review the details of the plans for the event. The (CCCD) Cleveland Civic Center Director shall determine the classification of a particular event, whose decision shall be final, as it relates to determining such factors as insurance, police security, catering / concessionaire and / or ambulance requirements.

**1. X ADVERTISEMENTS** ... Lessee shall not circulate advertisements, tickets or any other written material that is permissible by City of Cleveland Ordinance, in or on the Civic Center grounds, including the parking lot area, without written permission from the CCCD.

**2. X ALCOHOL POLICY** ... No alcohol may be served or consumed at City facilities unless stipulated in the Lessee's contract. Anyone using the facility and receiving a fee of any kind must have a catering / liquor license from the Texas Alcoholic Beverage Commission in order to sell or serve alcoholic beverages on premises. This license must be obtained through your caterer. Groups not using a caterer or not charging a fee may bring their own alcohol (B.Y.O.B.) Lessee shall take a copy of alcohol permit to the City of Cleveland Police Department, at 226 Peach Street, Cleveland, TX 77327 to make payment arrangements. 281-592-2622

B.Y.O.B is permitted only with Lessee's permission and if the individual mixes their own drink. (See Security) NO glass containers will be allowed inside the Cleveland Civic Center facilities. NO direct or indirect sales of alcoholic beverages will be allowed at any BYOB EVENT. The amount of alcohol consumed by any guest will be the responsibility of the Lessee and not the responsibility of The Civic Center. The Lessee will be responsible for any liability issues arising as a result of allowing alcohol consumption. Any violation of this rule can result in the immediate shutdown of the event and forfeiture of all payments paid and due. At NO time shall alcohol be served to individuals younger than twenty-one years of age. If alcohol is found at a non-alcoholic event, one warning will be issued. A second violation can result in the immediate closure of the event and all paid rent and deposit monies will be forfeited.

Texas Alcoholic Beverage Commission, Beaumont, Texas 77708, 409-898-3116.

**3. X ANIMALS** ... No animals will be brought into the facility, other than as required by handicapped persons or for an event designated as an animal show, circus, etc. without written permission from the CCCD.

**4. X AUDIO / VISUAL EQUIPMENT**...Equipment charges are due in full one week prior to event date. Equipment is available on a first come first served basis. Rental items broken or not returned will be billed at current replacement costs plus additional handling charges. A deposit (1/2 of rental) will be required at the time of arrangement for rental equipment. If an event requires more than an initial one time setting, a paid AV technician must be on site. The number of required technicians depends on the event. There will be no connecting to any Civic Center electrical or communication systems without written permission for the CCCD. Lessee will be responsible for having a licensed Civic Center technician to make connection and disconnections.

**5. X AUTOMOBILES** ... Automobiles will not be permitted inside the building unless written authorization has been given. In the event any automobile is for display, all fire regulations pertaining to exhibits must be strictly adhered to and followed. Protective material must be used to cover carpeted areas from building entry point to display point. Under carriage protection for old and late model automobiles must be used at all times. There must be less than one (1) gallon of gasoline in each automobile. Every battery must be disconnected once inside the building.

**6. X BANNERS, POSTERS, SIGNS** ... These items are prohibited for distribution either inside or outside the facility. No sign, flyers, or banners may be hung with adhesives or adhesive tape on inside or outside wall. Outdoor signs and banners must be authorized by CCCD before installation.

**7. X BUILDING DISFIGURATION** ... No holes may be drilled, cored or punched in the building. Painting is prohibited anywhere on premises. In an instance where there is risk of damage to carpeting, a protective coating, such as plastic must be used. Lessee is responsible for the repair or replacement of any damage or disfiguration of the facility.

- 8. X CANCELLATIONS** ... Sixty (60) days prior to event will receive refund; thirty (30) days prior to the event will receive 50% refund; less than thirty (30) days prior to the event—NO refund.
- 9. X CATERING / FOOD** ... Lessee shall advise the CCCD of caterer / concessionaire and setup time needed. All food brought into the Cleveland Civic Center must first be approved by the CCCD. If a caterer is used, the Lessee and caterer will be required to enter into a catering agreement contract with the City of Cleveland, satisfying all Health Department provisions for permits, as well as liability insurance, and under the Agreement, pay the City of Cleveland 10 % of the gross receipts.
- 10. X CHANGING DATE**... There will be a \$25.00 fee to change / reschedule any event date that has been agreed upon and on the calendar.
- 11. X CLEANING** ... Lessee shall leave the facility in the same clean condition in which Lessee took possession. All trash shall be removed during and immediately to the outside dumpster after the event is over. The time it takes to clean the leased area is part of the event time and if more time is needed an additional fee will be charged.
- 12. X CONCESSIONS** ... See Catering / Food
- 13.X CONFETTI** ... Throwing rice, confetti, birdseed, rose petals or glitter is prohibited anywhere on the Civic Center premises. All paper confetti if used inside must be removed.
- 14. X CONNECTING TO ANY SYSTEM** ... You must have written permission for the CCCD to connect to any of the facilities' electrical or communication systems. Lessee will be responsible for having a licensed A/V technician to make connection and disconnection. Accessibility to equipment room and utility boxes is prohibited without authorization from facility official.
- 15. X CONTRACTOR REQUIREMENTS** ... It shall be the responsibility of the Lessee to submit to the CCCD, in writing and no later than **30 days prior** to the first move-in day, a list of the service contractors the Lessee intends to use. All contractors must be properly licensed and permitted before they can enter the Civic Center facilities. A contractor's certificate of liability insurance may be required to be on file in the CCCD office.
- 16. X COOKING** ... The cooking of any items outside the kitchen area is prohibited unless special permission is granted in writing from the CCCD.
- 17. X CORRIDORS, LOBBY AND HALLWAYS** ... Corridors, lobby and hallways are common space and are not part of any leased area. They may be used only with written permission from the CCCD. Plants and plant material are permanent fixtures. They may not be moved and may be leased for individual events only with permission from CCCD. It will be the responsibility of Cleveland Civic Center staff to place the plants, etc., in appropriate storage until after the event.
- 18. X DAMAGE DEPOSIT (REFUNDABLE)**...Lessee must furnish the CCC at least (30) days prior to the event, a check, cash, or credit card in the amount specified in the contract as damage deposit. This deposit will be refunded after the event should the facilities be returned in satisfactory condition, No false alarms or no additional charges accrue during the event.
- 19. X DECORATING**...No decorations will be attached in or on the building without the approval of the CCCD. Decorations or signs may not be attached by nails, tacks, screws, or pressure sensitive tape. All decorations must be of non-flammable materials. All equipment, decorations and personal items must be removed by the end of the contract period.
- 20. X DEPOSITIS**...All civic center rentals require a deposit fee of 1/2 the rental rate. A deposit fee is required to reserve your rental and guarantees your scheduled date for your event.
- 21. X DUMPSTERS**...All trash will be taken out of the building during and after your event. The trash dumpster is located behind the civic center to the left, at the back of the building.

**22. X ELECTRICAL EQUIPMENT**...All electrical equipment must be U.L. and City of Cleveland approved. Accessibility to equipment rooms and utility boxes is prohibited without authorization from a facility official.

**23. X ELECTRONIC MESSAGE BOARD**... (See Marquee)

**24. X EQUIPMENT**...Lessee must be prudent when stacking items or equipment on tables, chairs or stages. Lessee must use good judgment in weight distribution. Tables, chairs, and stages are designed for minimum amount of weight and items or equipment should be distributed evenly over them to prevent overloading.

**25. X EXIT DOORS / AISLE SPACES**...A 10 foot clearance on both sides (egress and ingress) with no physical obstructions must be maintained at all times. All Exit Doors must remain unlocked during all show hours aisle space must be 5 foot minimum.

**26. X EVENT ACCESSIBILITY**... The CCC Staff must have complete accessibility to all meeting areas, kitchen areas, corridors and hallways before, during, and after all events.

**27. X FEES**...**Full Payment is required at lease thirty (30) days prior to the event.** MasterCard, Visa, Discover Card, Bank Draft, Money Orders, Cashier's Check or Cash will be accepted for payment.  
(See Rental Rates)

**28. X FIRST AID**...At the discretion of the CCCD, Lessee may be required to provide certified First Aid personnel during the leased term for an event. In that case, Notification of Ambulance Service (See Attachment) must be summated thirty (30) days before an event. Any accident or incident requiring first aid treatment must have a written report and a copy filed with CCCD before the closing of the business day.

**29. X FLAMMABLE LIQUIDS**...Flammable Liquids such as, but not limited to, gasoline, kerosene, bottled gas and oil are not permitted inside the facilities of the Cleveland Civic Center.

**30. X FLAMMABLE AND VOLATILE MATERIALS**...All such materials, including materials under high pressure, are prohibited unless approved in writing by the CCCD and / or Cleveland Fire Department.

**31. X FLOOR PLANS (DIAGRAMS)**...A diagram / floor plan must be submitted and approved, allowing adequate aisle space required by the Cleveland Fire Marshal (5 feet minimum), **at least thirty (30) days prior to the event date.** Floor plans must be drawn as close to scale as possible and with service contractor equipment, aisle widths, primary entrance, concession area(s) and meeting areas(s) on show floor or activity rooms indicated. All CCC equipment not secured by contract is available on a first-served basis contingent upon the date of receipt of the setup diagram. Failure to have the setup diagram / floor plan available as required absolves the Lessor of the responsibility to have adequate personnel scheduled for setup. Due to allocation of equipment and manpower, only minor changes can be made regarding the original diagram / floor plan once it is received by the Lessor. Requests for major changes in the setup will be subject to additional fees as outlined in the rental contract. Diagrams / floor plans are subject to approval of the CCCD.

**32. X FREIGHT**...All pre-event freight must be signed for by the Lessee or designated person. Lessee or designated person is responsible for sending all post event freight out of the CCC. Any freight left on premises after the specified lease time will be stored by CCC staff and Lessee may be charged a storage fee of \$100.00 per day. The City of Cleveland and the Cleveland Civic Center will not be held liable for any pre or post event freight.

**33. X FIRE ALARMS**...A False alarm is a felony. This will result in you losing your full deposit. The Fire Department, Police Department and other emergency personal will be called to the Civic Center and the Civic Center will be evacuate until the Fire Department gives the (all clear) and it is safe to return into the building.

**34. X** FOG AND / OR SMOKE MACHINE...We do not allow Fog and / or Smoke machines in the Cleveland Civic Center because of the smoke detectors in the building.

**35. X** GLASS CONTAINERS...NO glass beer bottles will be allowed inside the CCC facilities.

**36. X** HANGING OR CEILING RIGGING... Nothing may be hung, attached to or suspended from any part of the CC facility without the written consent of the CCCD.

**37. X** HOURS OF OPERATION... Cleveland Civic Center is staffed from 8:30 a.m. to 5:00 p.m. Monday through Friday and during events. The CCC CLOSES at midnight (12:00a.m.) and allows one hour (1 hour) for clean up to be completed by 1:00a.m. Additional time will be charged for \$100.00 per ½ hour after 1 a.m. Access to the building prior to 8:30 a.m. for events or setup is available at a charge of \$25.00 per hour.

**38. X** INSURANCE REQUIREMENTS...Lessee must furnish the City of Cleveland, at least thirty (30) days prior to the event a Certification of Insurance proving that public liability insurance is in effect in which the Lessee is named as insured. The City of Cleveland must also be named as additional or co-insured party. The amounts and type of insurance requires a minimum of \$250,000 / \$500,000.00 bodily injury and property damage.

**39. X** INDEMNITY: Lessee, to the fullest extent permitted by law, shall indemnify, defend and hold City, its officers, agents, employees and elected officials free and harmless from and against any and all claims, losses, and/or liabilities which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated by this Lease and/or the Lessee, Lessee's agents, employees, invitees, patrons, licensees, guest and/or independent contractors use and possession of the Premises, including, but not limited to , claims, losses, and/or liabilities relating to injury to or death of any person, including, but not limited to Lessee, damage to the Premises, or from the act or omission of any person or persons, including Lessee, in or about the Premises. Such indemnification includes but is not limited to liability resulting from the unintentional interruption of utility services.

**40. X** KITCHEN...Lessee can lease the kitchen. (\$100.00 Deposit, plus \$200.00 fee) The kitchen is a caterer's kitchen, not a cooking kitchen. NO GAS OR FIRE IS ALLOWED INSIDE THE CIVIC CENTER.

**41. X** LOBBY...Any extra use of the Lobby area must first be approved by the Special Events Coordinator. (Venders or sign in tables)

**42. X** LOST / DAMAGED ARTICLES...All items that are left after an event will be kept in the CCC office area for a period of one month (30) days. The City of Cleveland will not be responsible for these items. The City of Cleveland is not responsible for vehicle damage or theft.

**43. X** Marquee...See Special Event Coordinator for details.

**44. X** MUSIC FRANCHISE FEE... Lessee is responsible for paying any fees directly to ASCAP.

**45. X** MULTIPLE BOOKINGS / GUARANTEES... Only two (2) events per group, per facility can be contracted at any given time. After the contract period has commenced, a future date can then be secured. Dates will not be held without a deposit. A deposit of 50% of the rental fee must accompany the contract. Rentals are guaranteed the contracted facilities and dates after contract.

**46. X** OUTDOOR SIGNAGE...All outdoor signage, including but not limited to banners, balloons and inflatable devices must be approved by the CCCD. All outdoor signage must be brought to the Civic Center 72 hours prior to the scheduled event.

**47. X PARKING LOT**... The Civic Center parking lot may not be used for commercial exhibits, displays, promotions, etc. without the express written consent of the CCCD. If permission is granted the Lessee must not drill, bore and / or punch any type of hole in the surface of the parking lot. Lessee will also leave the parking lot area clean and all trash removed to the dumpster. Any damage to the landscaping in, around the civic center and parking lots will be replaced at the cost of the Lessee. No vehicles are allowed in or on the grassy areas around the civic center without the written permission from the CCCD.

**48. X PERMITS / PERMISSION**...It is the ultimate responsibility of the Lessee to obtain the necessary permits / permission for their event. That includes, but is not limited to, health permits, pyrotechnics, music licensing, building Official approval, etc.

**49. X PORTABLE WALLS / FREIGHT DOORS**... Cleveland Civic Center personnel are solely authorized to move portable walls, open and close freight doors, turn on lights, change thermostat settings or unlock doors. Lessee must provide written notice in advance of the time these items are to be utilized. Only staff at the civic center can open or close the portable walls or freight doors.

**50. X RECREATIONAL VEHICLE PARKING**... RV parking will be permitted to only those persons associated with an event. Recreation vehicles and tow vehicles must remain on parking lot surface at all times and adhere to CCC rules and regulations relating to RV's. All fees will be collected in advance by the CCCD.

**51. X REFUNDS**...Request for Deposit Refunds will be submitted to the Finance Department ten (10) business days after event regardless of payment method. Refunds will be returned to the customer by U.S.First Class Mail. Please allow additional time for processing and mail delivery.

**52. X RENTAL TIMES**...Rental time includes (Set up, Event and Clean up). Rental time is a (4) hour minimum to a (12) hour maximum. The Civic Center closes at 12:00 midnight.

**53. X ROOM SET FEE** ...Each room rental fee will include one FREE room set-up per event. Each additional room set-up change will cost per table and/ or per chair. Minor adjustments to a set-up will be judged on a case-by-case basis.

**54. X SECURITY**... The Cleveland Civic Center Director / Supervisor reserve the right to determine if police security is required during any scheduled activity. All security used in the Complex will be acquired through the Cleveland Police Department coordinated by the Special Events Coordinator and Lessee. The Cleveland Police Department will determine the number of officers, the hours and duties of the officers. The Lessee is responsible for this expense and will pay EACH officer assigned to the event, at a rate of \$30.00 per hour, per officer to twelve midnight (12:00) and any time after midnight will be at a rate of \$50.00 per hour, per officer.

**55. X SMOKING**... The building/s that comprises the Civic Center is smoke-free facilities. Outside smoking is permitted in designated areas only. (Designated smoking areas in back of the civic center facility).

**56. X SET-UP Time**... Set-up time for rental of ¼ or ½ ballroom will be two (2) hours. Set-up time for the entire ballroom will be four (4) hours. Any additional time needed will be \$25.00 per hours.

**57. X STORAGE**...Lessee may not store equipment of any kind in or on the grounds without written permission of the CCCD.

**58. X TELEPHONES**...Telephones located in the offices will not be available for public use. Phone rental is provided to the Lessee at a cost of \$75.00 per phone line for access i.e. Kitchen, lobby, ticket office, conference rooms and ballrooms. Messages may be taken for calls received during business hours (10:00am – 5:00pm) and picked up at the Supervisor office.

**59. X**                      **TICKETS**...Lessee is responsible for furnishing all tickets and for advance and performance date sale of tickets. The CCC will charge Lessee \_\_\_\_\_% of or \$1.00 of all ticket/vender sales. Lessee shall not, under any circumstances; print more tickets for any one performance than there are seats available. Tickets at the event may be sold from the leased ticket office. CCCD may require, for commercial events, that tickets be numbered. If so, beginning and ending numbers must be reported prior to commencement of sales. Ticket stubs will then be presented to the CCCD prior to the release of the security (damage) deposit for verification. All tickets, including Class I and Class II events are subject to Sales Tax. Questions may be directed to the Texas State comptroller at 1-800-252-5555.

**60. X**                      **TRASH REMOVAL**...You are responsible for ALL TRASH REMOVAL from your event. Please remove all trash and place it in the dumpster in the back of the civic center loading area to the left.

**61. X**                      **Note:** The Cleveland Civic Center Director / Supervisor have the final discretion over disputes regarding all rates, and regulations.

I, \_\_\_\_\_, have reviewed, initialed and do understand all the rules and regulations for the Cleveland Civic Center.

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