

RESOLUTION NO. R-02-149

A RESOLUTION OF THE MANATEE COUNTY CIVIC CENTER AUTHORITY AMENDING POLICIES AND THE RENTAL AND PRICING SCHEDULE FOR THE OPERATION OF CIVIC CENTER AUTHORITY FACILITIES, INCLUDING THE MANATEE CONVENTION AND CIVIC CENTER AND THE CROSLY MUSEUM OF THE ENTREPRENEUR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Manatee County Ordinance 91-71 established the Manatee County Civic Center Authority; and

WHEREAS, Section 1-7-4 of Ordinance 91-71 provides for the general powers of the Civic Center Authority, which include but are not limited to the power to fix and collect rates, rentals, fees and charges for the use of any and all of the facilities of the Authority, and to advertise and promote within or without the State any of the facilities and events and activities of the Authority; and

WHEREAS, Section 1-7-4(13) of Ordinance 91-71 provides that the Civic Center Authority may authorize reasonable expenditures in accordance with policies and procedures established by resolution of the Authority for purposes enumerated in the Ordinance, including but not limited to meals, hospitality and entertainment of persons in the interest of promoting and engendering goodwill toward the activities and projects authorized by the Ordinance; and

WHEREAS, the Civic Center Authority has previously adopted Resolution R-00-86, as amended, providing rates and policies, and has determined that it is necessary and in the best interest of the Manatee County Civic Center Authority to revise the rental and pricing schedule and the general policies as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MANATEE COUNTY CIVIC CENTER AUTHORITY AS FOLLOWS:

1. Exhibits A and C to Resolution R-00-86 are amended and replaced by Exhibits A and C attached hereto.
2. This Resolution shall take effect upon adoption by the Manatee County Civic Center Authority. The Policies and Rental Pricing Schedule provided in Exhibit 1 shall apply to all facility use agreements entered into after the date of adoption of this Resolution, except that contracts which are currently being negotiated based upon prices quoted from the previously adopted policies and prices shall apply to contracts that have been previously signed or that are executed and returned to the Manatee County Convention and Civic Center along with all required deposits prior to December 1, 2002.

ADOPTED with a quorum present and voting this 6th day of August, 2002.

CIVIC CENTER AUTHORITY
OF MANATEE COUNTY, FLORIDA

By: [Signature]
Chairman

ATTEST: R. B. SHORE
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

GENERAL POLICIES

PART 1 – MANAGEMENT POLICIES

A. County Administrator and Executive Director

1. The chief administrative official serving under the Board of County Commissioners (hereinafter the County Administrator) shall serve as the chief administrative official for the Manatee County Civic Center Authority, hereinafter referred to as the "Authority," and the operations and activities at the Civic Center facilities (hereinafter the "Civic Center" or "Center").

2. The County Administrator shall have supervision and control over the Executive Director of the Civic Center, who shall be responsible for the daily activities at the Civic Center facilities and those employees of the Authority.

3. The County Administrator may call upon such assistance as may be required from any assistant county administrator or other personnel employed by the Board of County Commissioners to fulfill the responsibilities provided for herein.

4. It is the intent of this resolution to provide for administration and management of the affairs of the Authority in a manner consistent with the administration and management of the affairs of County government. The relationship of the Executive Director of the Civic Center to the County Administrator shall be consistent with the relationship of the County department heads and office directors to the County Administrator.

B. Purchasing, Personnel, Financial Transactions and Legal Affairs

1. Procurement of goods and services shall be performed in accordance with Manatee County purchasing ordinances, policies and procedures.

2. Recruitment, selection, records processing, promotion, supervision, separation and all other personnel transactions shall be performed in accordance with the Manatee County Personnel Policy, Rules and Procedures Resolution, as adopted, and as same may be modified from time to time, by the Board of County Commissioners.

3. All accounting and financial transactions and records shall be undertaken and maintained in compliance with the applicable policies and procedures of the Clerk of the Circuit Court now in effect or as may be modified from time to time by the Clerk of the Circuit Court.

4. Legal services for the Authority and the Civic Center shall be provided by or under the supervision of the County Attorney in accordance with Manatee County Ordinance No. 94-08.

PART 2 – FACILITY USE POLICIES

The policies pertaining to the use of the Civic Center facilities contained in this part are in addition to the policies expressed or implied in the contract documents, elsewhere in this document, and as may from time to time be adopted by the Authority.

A. The Executive Director of the Manatee Civic Center Facilities Duties and Delegated Authority

1. Use Contracts - The Executive Director (hereinafter "Director") is authorized to enter into contracts for the use of the facilities which are consistent with policies adopted by the Authority, including approved agreements, general conditions, and facilities use regulations.

2. Caterers and Tickets Sales - The Director is authorized to enter into agreements for the use of Civic Center facilities by caterers and the sale of tickets through a computerized ticket sales system in connection with facility use agreements. The form of agreement shall comply with agreements approved for use by the Authority, subject to such changes as may from time to time be required by the policies adopted by the Authority. The requirement for using the computerized ticket system may be waived when the waiver is consistent with the County's contract or other arrangement for computerized ticketing services and the Director determines that the individual or entity is capable of handling ticket sales and provides a plan of ticket sales in advance.

3. Reasonable Accommodations - The Director is authorized to provide reasonable accommodation to cause events to be successful and reflect favorably on the management and operation of the facilities. It is the intent that this provision be interpreted broadly to afford the Director reasonable latitude in responding to unforeseen circumstances.

4. Claims and Disputes - The Director is authorized to settle claims and disputes arising out of the performance of the agreements associated with these policies when, in the Director's reasonable discretion, a good faith claim is made regarding the adjusted balance due or amount paid pursuant to such agreements for the use of the facilities, products and services of the Authority, in amounts not to exceed the lesser of five (5%) percent of the total contract amount or \$500.00 on any single contract. Such settlement must be based upon the Director's determination that an adjustment is fair due to a misunderstanding or because the Licensee, in good faith, believes that the Civic Center failed to adequately perform its obligations under an agreement. The authority provided herein does not apply to claims or disputes other than those of a Licensee pursuant to a facility use agreement. The form of settlement must be approved or provided by or through the County Attorney.

5. Delegation - Unless specifically prohibited or limited herein by the Authority, the Director may delegate the authority provided herein to other Authority employees.

B. Booking Guidelines

1. Special Consideration - It is the responsibility of the management to operate the facility in a sound business manner in an effort to maximize both the economic and community benefit and to provide for financial stability of the facilities. Consequently, the Director may promote, solicit, develop, and make reservations for any activity deemed appropriate to the objectives of the Authority.

2. Booking Policy - Customers have not secured the facility until a signed contract has been received along with any required deposits. While the Civic Center may pencil in requested dates and try to advise the customer prior to entering into a contract with another party on the date and at the time the customer has requested the facility, it is the customer's responsibility to confirm the continued availability of the date until the contract has been signed and required deposits have been paid. If another party requests use of the same space, and Civic Center staff is able to reach the customer, the customer may be given a limited time (the time will be based upon the likelihood of losing the new booking) to complete and return the contract and the deposit.

3. At the request of a customer, or when the Director determines it is in the best interest of the Civic Center, activities which are considered to be competing for specialized and specific local markets, i.e., public boat shows, home products, etc., the Director may deny use for a similar event for a period of up to 30

days prior to and after a contracted event and any similar event competing for essentially the same special market.

4. Events may be contracted as follows:

- Conventions, public and private trade shows - 24 months in advance of the event date
- Concerts, sporting events, conference wing rooms and other multiple day event - 12 months in advance of the event date
- Non-public events - six (6) months prior to the event date for Center Hall; 12 months prior to event date for Conference Wing; and 18 months in advance for the Crosley Museum

C. Manatee County Government

1. No charge shall be applied to rental of Civic Center or Crosley Museum space, Authority-owned equipment, including video conferencing fees, and utility charges for meetings held ~~Monday through Thursday~~ for the conduct of official business for the Board of County Commissioners of Manatee County, including its departments and offices, the Manatee County Clerk of the Circuit Court, Sheriff, Property Appraiser, Tax Collector, and Supervisor of Elections, the Civic Center Authority, and the Port Authority of Manatee County, which cannot, due to logistics and size, be accommodated in County facilities. Twenty (20%) percent of the base room rent will be charged to offset labor costs for set-up and tear down of rooms used, as well as administrative costs. Changes in set-up made by Civic Center staff during the course of the event will result in additional labor charges billed at \$12.50 per hour with a four hour minimum for each person required for the change.

- a. Rooms and equipment may be reserved by contacting the Civic Center to confirm space availability and by completing a Government Use Application. The Application must be turned into Center for completion. Events requesting space Monday-Thursday will be approved by Center Director or designee. Applications requesting space Friday - Sunday will be forwarded to the County Administrator, Chief Assistant County Administrator or County Attorney for approval. ~~if it meets the above criteria:~~ In the event the Application does not meet the above criteria, the event must be approved by the Authority.
- b. Actual personnel costs shall apply to meetings scheduled when the facilities would not otherwise be open.
- c. The Civic Center has the first right of refusal to provide food service for all County functions held at the facility under this section. Standard Kitchen Use Fees shall apply for all caterers other than the Center.
- d. The Center's first priority is for paid rentals. County functions may request priority over paid rentals and not have the event location moved or the date changed in the event the Center has the opportunity to rent the facility with the approval of the Director.

D. Deposit and Refund Policies

1. Payments - The following payment schedule shall apply to signed agreements received at the Center:

- 91 days or more prior to event - initial payment equal to 1/3 of the minimum required building use charge
- 90 days prior to event - second (or initial) payment equal to 2/3 of the minimum required building use charge
- 89-14 days prior to event - full payment equal to 100% of the minimum required building use charge
- 10 business days prior to event - balance of charge

The initial payment must accompany the signed agreement. The Center will then sign the agreement and return a copy to the Licensee. Unless otherwise noted in the License Agreement. The initial payment may be an amount in excess of the minimum required payment provided in the payment schedule above. If the initial payment is not equal to the full building use charge, second and third payments reflecting the balance of the building use charge will be required prior to the event.

The Director may require in the agreement that payment of the Pre-event Invoice reflecting the Balance of Charges be made sooner than ten (10) business days prior to the event if it is determined that accelerating the time for this payment is required because the nature of the event will require the Center to incur additional expenses or assume credit risks prior to the ten (10) business day period.

The Director may extend the due date for payment of charges to a time certain established by the Center Director if he has reason to believe that payment will be forthcoming prior to the time the Center will incur additional expenses. In this instance, the Licensee may be required to make payment by cash or certified check.

If excess funds are received from a Licensee, the Director may authorize the excess to be paid to the Licensee after completion of the event. Excess funds will be processed through the Manatee County Finance Department and will be issued to the Licensee within fifteen (15) business days after receipt of the request for payment by Center.

2. Failure to Pay on a Timely Basis -

- a. If the second payment for the balance of the building use charge is not paid when due, all prior payments, including the initial payment, shall be forfeited by User. The Center may then advise the public and the media that the event will not take place as scheduled at the Center.
- b. If the Balance of Charges is not paid when due, all prior payments shall be forfeited by Licensee and the Center may then advise the public and the media that the event will not take place as scheduled at the Center.

E. Dishonored and Fraudulent Payments

1. If a check, draft or other written order made, drawn, uttered, issued or delivered by the Licensee in any payment is dishonored and returned for insufficient funds on deposit, the Director may, at his discretion:

- a. Request redeposit of the written instrument, impose a service fee on the User in the maximum amount authorized by law, in addition to any other bank-imposed penalties, and require that restriction of sufficient funds and payment be effected within five (5) business days from the receipt date of the bank's notice with the failure to do so resulting in the early termination of the agreement; OR
- b. Treat the dishonored check, draft or other written order as non-payment in breach of the contract, and terminate the agreement and advise the public and the media that the event will not take place as scheduled.

2. If checks, drafts or other written orders made, drawn, uttered, issued or delivered in any payment to the Center is shown to be a forgery, counterfeit or payment has been stopped, the Director may terminate the agreement for non-payment and refer the matter to the Sheriff's Department for criminal prosecution.

3. Nothing herein shall prevent Center from recovering any amounts due under the agreement and dishonored or forged checks, drafts or other written orders.

F. Established Accounts

1. The Director, at his discretion, may allow flexibility in the payment schedule for established accounts. Established accounts refers to organizations that have had several events with the Center and have maintained a satisfactory payment history.

G. Payment Refunds

1. No refund of required rental payments or actual costs incurred in preparation for an event will be issued if an event is cancelled by the Licensee or the agreement breached. Payment for labor or costs not actually incurred will be refunded.

H. Transfer Option

1. The following conditions shall apply to the transfer of dates and payments for events which have been cancelled ninety (90) days or more prior to the scheduled event:

- a. Licensee must reschedule another date within thirty (30) days of the cancellation; and the rescheduled event or use of the space must occur within one (1) year from the date originally scheduled. Licensee may not reschedule a second time.
- b. The new date must be open and available.
- c. The amount of the payment made at the time the event is cancelled will be applied to the rescheduled date; however, rescheduled events are subject to the building use rates and other charges for facilities, products and services in effect at the time of rescheduling.

2. If there is a cancellation within ninety (90) days or less of a scheduled event, the Director may, at his discretion, approve a date transfer in accordance with 1a-1d. If the Director determines that it is in the best interest of the Center to do so after considering the reputation of Center as it may be affected by an unsuccessful event and the likelihood of booking another event for that date.

I. Event Location Changes

1. The Director, at his discretion, may allow changes in the space to be used, commonly known as downgrades or upgrades, depending upon availability of space and sufficiency of the time for Center personnel to make such changes. Payments will be increased based upon space to be used. All previously paid payments will be applied toward the revised payment amount. No refunds of required payments will be made.

J. Denial of Use

1. The Director is authorized to deny use of the facilities for or by anyone who:

- a. Previously provided false or misleading information in connection with an upcoming event or prior event, including but not limited to the information on the User, User's associates, the event details, information provided to the public, and the details provided to the Center.
- b. Is planning an event that cannot be safely accommodated in the facilities.
- c. Has previously failed to comply with the terms and conditions of an agreement with the Center, or the nature of the event is such that the event would cause a breach of the agreement in the reasonable judgment of the Director.
- d. Has previously failed to comply with the Center contract documents and policies.
- e. Has not settled a previous account with the Center.

2. Anyone who has been denied the right to use Center facilities due to violations of sections 1a-1e above may be considered debarred for a period not to exceed five (5) years from the date of the most recent incident giving rise to the debarment.

K. Appeals From Determinations of the Civic Center Director or His Designees

1. Any actual or prospective Licensee who is aggrieved in connection with actions undertaken by the Civic Center Director or his designees in violation of the law or these policies may file a written protest with the County Administrator, who shall consider and investigate the written protest and render a decision within ten (10) days, excluding Saturdays, Sundays and County holidays, after filing of the protest or any additional information, if additional information is requested by the County Administrator. The County Administrator shall conduct such investigations and such hearings as the Administrator determines are necessary and shall provide a written copy of his decision to the protestor. The purpose of this hearing is to provide an expeditious administrative remedy and upon issuance of the Administrator's written decision, the protestor shall be deemed to have pursued all administrative remedies.

Manatee Convention and Civic Center Rental and Pricing

General Provision - The following rates and prices charged for the rental of the MCCC building and/or its separate building areas shall apply to leased time during the regular hours of 6am and 11:59pm. Additional charges as provided under A below shall be applied to event activities which exceed the regular hours.

A Building Areas and Premises

1 Center Hall ~~\$4,200~~ \$1,400 ½ Center Hall ~~\$700~~ \$800

All commercial entertainment events such as concerts and sporting events taking place in the full or ½ Center Hall will be required to use the computerized ticket system. For such commercial entertainment events, using the computerized ticket system, the greater of (i) the base rent or (ii) 10% Gross Ticket Sales after deductions of federal and state taxes will apply.

2 Conference Wing	\$700 900	Prefunction *	\$100 200
Longboat Key	\$300 400	Anna Maria	\$475 275
Longboat Key North	\$425 175	Anna Maria North	\$400 125
Longboat Key South	\$200 300	Anna Maria South	\$425 150
Palma Sola	\$475 275	Terra Ceia	\$425 175
Palma Sola North	\$425 175	Palma Sola South	\$400 125
Box Office **	\$50 100		

* Available only with the rental of another room

** Not applicable if MCCC sells tickets

Holiday surcharge - New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve will be charged applicable building rent plus \$350 per day holiday surcharge. This fee will include the event supervisor. Additional labor required and supplied by Center will be at two (2) times the regular rate. Discounts will not apply on holidays.

3 Parking Lot - No. 1 B-C-D-E (approx. 44,275 sq ft) ~~\$350~~ 450
Parking Lot - No. 5 (approx. 65,340 sq ft) ~~\$300~~ 350

Parking lot may be rented for non-parking uses for activities booked in conjunction with the rental of building where there is no conflict with other events. The parking areas have no electrical or water hookups. Parking Lot #1A, 2,3, and 4 are not available for rent.

4 Rental for scheduled move in/move out between midnight and 6am \$125 per hour
Unscheduled move in or move out from midnight to 6am \$250 per hour
Event hours from midnight to 6am \$400 per hour

Move in/out day - ½ of rent for space
(6am until 11:59pm - does not include air conditioning)

B Utility Charge

1 Electrical Consumption Charges (for Building Areas/Premises) per day

Center Hall (over four hours)	\$500
Center Hall (four or less hours)	\$250
½ Center Hall (over four hours)	\$250
½ Center Hall (four or less hours)	\$125

2 Overnight Parking Lights \$100

3 Additional Electrical Service Charges

20 amps	\$25 each first day	\$7 each additional day
30 amps	\$35 each first day	\$10 each additional day
100 amps	\$63 each first day	\$15 each additional day
200 amps	\$125 each first day	\$30 each additional day
600 amps	\$275 each first day	\$75 each additional day

C Equipment Rental

All equipment rental charges are based on actual days of use AND unless otherwise noted include labor for initial set up and tear down. All labor, services and equipment prices are for in-house items. MCCC is not obligated to provide equipment not available. Equipment and service ordered from outside vendors will be considered reimbursable items and will be charged as reimbursable items. (#4)

1 Tables, Chairs and Curtains

Round Table	\$6 each	\$2 each - additional day
8' Table	\$4 each	\$1.50 each - additional day
6' Table	\$3 each	\$1.00 each - additional day
6' Classroom Table	\$2 each	\$0.75 each - additional day
Chairs	\$.75 each	\$.25 each - additional day

Exhibit Curtains	\$2 running foot run of show
Tableskirts	\$3 per table run of show
Vinyl Table Cover	\$1.50 per table run of show
Exhibit Booths	\$30 per booth run of show (limited amount)
10' x 10' (1-8' table, skirted, 2 chairs, 2-3' side drape and 1-8' rear drape)	
Exhibit Booths	\$40 per booth run of show (limited amount)
10' x 20' (2-8' table, skirted, 2 chairs, 2-3' side drape and 1-8' rear drape)	

2 Flooring and Staging

Basketball floor w/goals	\$500 600 first day	\$125 additional day
Stage 60' x 40'	\$300 first day	\$50 additional day
Stage 60' x 32'	\$250 first day	\$50 additional day
Stage 32' x 20'	\$225 first day	\$50 additional day
Stage 16' x 12'	\$100 first day	\$50 additional day
Stage Barricade	\$100 first day	\$25 additional day
Stage Ramp	\$25 run of show	
4' x 8' stage section	\$20 each piece run of show	
Riser (4' x 8')	\$7 first day	\$1.50 additional day
Dance Floor		
Full 2,025 sq ft	\$450 175 per day	
3/4 1,032 sq ft	\$425 150 per day	
½ 688 sq ft	\$400 125 per day	

Theater package \$700 first day \$100 additional day
Includes: two sets of legs, two borders, cyclorama, two trusses, total of 20 lights, dimmer pak & lighting console and cables

Theatrical Curtains \$100 per day (includes one set of legs/borders)

Chain Motor	\$50 per day
Traveler	\$75 run of show (2 - 20' x 19' each)
Cyclorama	\$75 run of show (40' x 19')
Stage Trussing	\$150 each run of show (Stage Trussing is 20' in length)

3 Other Equipment

Forklift with driver	\$30 per hour - \$200 daily maximum
Genilift with driver	\$15 per hour
Highlift with driver	\$30 per hour - \$200 daily maximum
Piano (upright)	\$50 per day
Easel	\$5 per day
Telephone line	\$100 run of show up to seven days (local-restricted line)
Flip Chart with pad	\$15 first day \$5 additional day
Additional pad	\$12.50 each

Podium, blackboard, flags at no charge

D Audio Visual Equipment

1 Sound

In-house public address system with two standard mics and stands

	No charge
Microphone - standard	\$15 each
Wireless microphone	\$40 each
Lavaliere microphone	\$40 each
Desk top microphone stand	\$5 each
Microphone Stand (straight or boom)	\$5 each
Combo - Wireless Handheld & Lavalier	\$65 each
Clear Com Head Set	\$10 run of show
Mixing Board - 8 channel	\$30 each
Mixing Board - 16 channel	\$50 each
Audio dual cassette tape deck	\$25 each
Tuner	\$25 each
CD Player	\$30 each
Audio snake	\$35 each
with 100', 16 mic, 2 aux channels	
Speakers - floor or monitor	\$20 each
Portable sound system	\$300 each

To include: one mixer, one amp, four speakers, cable, tripods, CD player, and Cassette Player

2 Lighting

2 Scene 24 channel lighting control board	\$50 per day
2400 23 Dimmer pak	\$100 per day
Spotlight -Super Trouper	\$50 per day
6 x 9 Leko	\$5 first day \$15 per week
Freshal Lighting 6" Trussing	\$5 first day \$15 per week
Mini Zoom 30-40-50 Colortran	\$5 first day \$15 per week

3 Audio Visual (Other)

Screen (5-3/4' x 6-3/4')	\$20 first day	\$5 additional day
Projector Floor Screen (10' x 10')	\$50 first day	\$10 additional day
Color TV Monitor (27")	\$80 first day	\$25 additional day
Video Cassette Recorder	\$30 first day	\$5 additional day
Overhead Projector	\$25 first day	\$5 additional day
Slide Projector	\$25 first day	\$5 additional day

4 Video Conferencing \$80 per hour \$600 max per day (satellite downlink only)
Does not include audio visual equipment

5 Reimbursable Items - items ordered from outside vendors including equipment and services

Equipment and services including but not limited to Firefighters, EMT's, parking cadets, piano tuner, security services and police officers will be at Actual cost + 25% handling fee + delivery

E Kitchen and Food Service (In conjunction w/ building rental)

1 Kitchen rental fees

Professional catering fee \$100 per day

Kitchen Usage Plan A - Basic \$2.25 per person (\$250 min)

Includes the following equipment only: freezer, cooler, kitchen restrooms, dish area, stove, ovens, steam kettle, steamer, fryers, coffee machine, steam table, rolling racks, mixer, food slicer, mop bucket, mop, broom, carts, food warmers, sinks, prep tables and 200# ice maker. MCC will not be obligated to provide items that are not available to due unforeseen circumstances, such as breakage. Also, includes kitchen air conditioning.

Kitchen Usage Plan B - Basic and Place Setting \$4.50 per person (\$450 min)

Includes the above items from Plan A - Basic plus a place setting

consisting of: one dinner plate, one bread and butter plate, one salad plate, three forks, one teaspoon, one soup spoon, one soup cup, one butter knife, one dessert dish, one water glass and one coffee cup. Also, includes kitchen air conditioning.

Additional equipment is available for rent on the Additional Equipment Rental Form - A La Carte

Unless the kitchen fees are specifically addressed in the agreement with Licensee, all users of the kitchen will be required to sign an agreement with the Manatee Convention Center for kitchen rental for each event. Payment will be required in advance for the estimated number of persons prepared for with a final invoice being prepared at the conclusion of the event showing any adjustments. The agreement will outline rental period, day fo show contact person, usage and cleaning requirements of the user of the kitchen as well as rental prices.

2 Miscellaneous Kitchen Fees

200# Ice machine	\$25 per day
Kitchen Air Conditioning	\$50 per day
Kitchen Event Cooler	\$50 per day

3 Manatee Convention Center Catering

Catered food and beverage service prices are set by Center management and are to be based on actual costs of goods and services and targeted to achieve a 40% contribution to overhead. Concession food and beverage prices are set by Center management and are to be based on actual costs of goods and services and targeted to achieve a 50% contribution to overhead and are to be competitive with industry prices.

F Personnel (provided by Center when available)

Audio Technician/Houselight Operator	\$15 per hour
Electrician	\$18.50 per hour
Event Technician	\$15 per hour
General Labor	\$12.50 per hour
Housekeeping/Janitor	\$12.50 per hour
Kitchen Supervisor	\$15 per hour
Dishwasher	\$12.50 per hour
Ticket Seller	\$12.50 per hour
Ticket Taker/Usher	\$10 per hour
Usher Supervisor	\$12.50 per hour

* Four hour minimum required on all personnel charges *

G Other costs and charges

1 Insurance requirement

1.1 Premises and Event Liability Insurance is required by Licensee and must name the Manatee Convention and Civic Center and Manatee County, a political subdivision of the State of Florida, as additional insured. Insurance coverage and insurance coverage and insurance carriers must be acceptable to the MCCC. Evidence of insurance in effect must be provided by Licensee no later than ten (10) business days prior to the event. The minimum levels required are specified.

Limits per leased period

Bodily Injury Liability - per occurrence	\$1,000,000
Property Damage - per occurrence	\$1,000,000

Premises and Liability Insurance may be secured through the Manatee Convention and Civic Center. Insurance coverage is based on costs to the Manatee Convention and Civic Center and tied to the number of persons attending the event. The purchase of insurance through the Center is based upon availability.

1.2 Caterer's Liability Insurance is to be provided/arranged by Cater for events using outside caterer who require the use of the MCCC kitchen facilities. The Manatee Convention and Civic

Center and Manatee County, a political subdivision of the State of Florida, must be named as the additional insured. Confirmation of insurance in effect must be on file with the MCCC at least one week prior to event.

General Comprehensive	\$500,000
Product Liability	\$500,000
Ind. Contractors Liability	\$500,000
Liability per occurrence	\$500,000
Premises/Operations Liability	\$500,000
Personal Injury Liability per occurrence	\$500,000

2 Box Office Charges

Ticket Programming	\$50 per hour
Computer ticket printing	\$.13 per complimentary ticket
Computer ticket printing	\$.25 per sold ticket
Non-computer ticket printing	Cost + \$50 "hard tickets"

3 Merchandise Fees

Merchandise fees for souvenirs, t-shirts and other sales for those required to use computerized ticket system or other commercial event in conjunction with Center Hall or 1/2 Center Hall rental.

Licensee sells 25% to Center; MCCC sells 30% to Center

4 Business Services

Photocopies	\$.25 per copy
Business Center photocopy	\$.10 per copy
Faxes (incoming/outgoing)	\$1 per page

H Abbreviations

Day of show	DOS	Run of show	ROS
General Admission	GA	Reserved Seating	RS
Manatee Convention and Civic Center			MCCC

I Discount Information

The following discounts are available to all users and shall not be combined with any other MCCC discounts. Rates shall apply as specified below.

1 General Discounts

- a Convention or multi-use discount
 - 1 20% discount applied to rental of building, tables, chairs and risers owned by the MCCC
 - 2 Available when Main Hall and/or any Conference Wing room is booked for two (2) event days or more.
 - 3 Available when any area of the building is booked for more than three (3) events within a twelve (12) month period.
 - 4 The State of Florida and its agencies shall be considered multi-use customers entitled to above discounts.
- b Consecutive event day discount
 - 1 20% discount applied to rental of building
 - 2 ROS discount rate applied to equipment rental for balance of event days
 - 3 Available when any area of the building is booked for more than one (1) event day.

2 Community discounts

One of the following discounts are available to not for profit organizations, associations and clubs, and Manatee County residents and may not be combined with other discounts.

A Definitions and Criteria

- 1 Clubs, associations and other non-profit organizations must provide evidence that they are lawfully established not for profit organizations
- 2 Manatee County residents must provide evidence of residency such as a Florida Driver's License indicating a Manatee County address, a Manatee County voter

registration card, or a receipt indicating payment of ad valorem taxes for property owned by the Licensee at the time such contract is established.

- a Individual resident discounts shall only be granted for non-commercial uses which shall exclude any event at which products are displayed, demonstrated or offered for sale or at any event for which an admission fee is charged.

B Discounts

- 1 20% discount applied to rental of building, tables, chairs and risers owned by the MCCC
- 2 40% discount for clubs and associations defined in A1 above applied to rental of any area of the building subject to the following limitations:
 - a Available for meeting dates which must be selected at least ten (10) days prior to the event day. Meetings must not last over four hours and must be scheduled for weekdays (Monday through Thursday) during the hours of 9am and 10pm.
 - b Food or beverage may not be brought in to the MCCC. Soda machine will be available.
 - c meeting rooms will be provided with chairs and a maximum of three 8' tables. Meetings required additional equipment will be charged the current full rental rates.
 - d The MCCC has the right to change the location of the meeting or the meeting date to accommodate other major bookings. The MCCC may make booking changes up to fourteen (14) days prior to the event.
 - e Limited to non-commercial uses which shall exclude any event at which products are displayed, demonstrated or offered for sale or any event for which an admission fee is charged.

3 Hotel Discount

The following discount shall apply to hotels renting space at the Civic Center. The License Agreement must be processed and executed by the hotel.

- A 30% discount shall be applied to rental of Civic Center space.

J Promoter Incentive Package

The Director or the Director's designee may provide any or all of the following at no charge as an incentive to promoters renting the Center Hall for one move in day and two consecutive event days.

Six (6) - 8' tables with skirts*; 12 chairs*; 3 - 20 amp outlets*; six (6) easels (based on availability); one (1) wireless microphone; one (1) forklift with driver for two hours; one (1) cassette player with radio*; up to five gallons of coffee for move in day; and utility charge discount for move in day - \$125 for up to 8 hours.

* Run of Show

Powel Crosley Museum Rental and Pricing Schedule

A Building Areas and Premises

1 First Floor Rent, to include: Great Room, Den, Dining Room, Brides Room, Terrace and Kitchen Prep Area	\$ 1,500 1,700 per day
First Floor Rental and Grounds	\$ 2,400 2,500 per day
First and Second Floors	\$2,500 per day
First and Second Floors and Grounds	\$3,000 per day
Terrace Only (picture taking, etc)	\$100 per hour

B Rental Time (additional charges)

9~~am~~ 10am - 11:59pm

Scheduled and Unscheduled move in/move out hours
and event hours between midnight and 10am \$125 per hour

C Holiday Surcharge

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve will be charged applicable building rent plus \$350 per day holiday surcharge. This fee will include the event supervisor. Additional labor required and supplied by Crosley Museum will be at two (2) times the regular rate. ***Discount will not apply on holidays.***

D Move in / Move out days - Thirty days or less prior to the event, space may be rented from 9~~am~~ 10am-5pm for move in and move out at \$250 per day based upon availability. Prior to thirty days, move in and move out will be at regular rental rates.

E Rehearsal - Thirty days or less prior to the event, space may be rented from 9~~am-5pm~~ 10am-8pm for rehearsal at \$100 ~~\$60~~ for a two hour rehearsal period based upon availability. Prior to thirty day, rehearsal will be at regular rates.

F Non-Profit Discount - Clubs and associations that provide evidence that they are a lawfully established not for profit organization are eligible for a 20% discount applied to the base rent.

G Business Meeting Rentals - The Crosley Museum may be rented out for business meetings Monday-Thursday; 8am-6pm. Prices are as follows: One Floor (1st or Second) ~~\$500~~ \$750 day; both floors ~~\$750~~ \$1,000 per day.

H Equipment - The Crosley Museum has an allocation of tables which are available for use at no additional charge and must be set up by the Licensee or Caterer. Center may provide a listing of rental companies.

The following items are available through the Center at the listed rates:

Rope Lights for Palms (2)	\$35.00 run of show
Patio Rope Lighting	\$100.00 run of show

I Prices for services, equipment and products not shown on this schedule but useful for events and activities at the Crosley Museum may be made available at the price shown in Part 1 plus the estimated costs that may be involved in delivery and setup.

8/8/02

cert copy - Muni Code

cc: CAO, Civic Center (Avaan Warner)

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