

RESOLUTION R-08-019

A RESOLUTION OF THE MANATEE COUNTY CIVIC CENTER AUTHORITY ESTABLISHING FEES AND POLICIES FOR THE MANATEE CONVENTION AND CIVIC CENTER AND CROSLY ESTATE; AMENDING EXHIBITS A AND C TO RESOLUTION R-00-86, AS AMENDED PROVIDING ADDITIONS AND REVISIONS TO THE PRICING SCHEDULE AND POLICIES FOR THE CIVIC CENTER AUTHORITY FACILITIES; PROVIDING THE ADDITION OF EXHIBIT F ESTABLISHING RENTAL RATES AND POLICIES FOR THE MOBILE STAGE; PROVIDING AN EFFECTIVE DATE; AND RESCINDING ALL CONFLICTING RESOLUTIONS.

WHEREAS, pursuant to Manatee County Ordinance No. 91-71 and Resolution No. R-00-86, as amended by R-06-224 of the Manatee County Civic Center Authority, a Manual of Policies and Rental Pricing Schedule have been adopted; and

WHEREAS, The Civic Center Authority has determined that it is necessary and in the best interest of the operations of the Manatee County Civic Center facilities to amend the pricing schedule as provided herein.

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

1. General policies for the Manatee County Civic Center facilities are amended and revised as provided in Exhibit A.
2. The charges for the Manatee Civic Center facilities Rental and Pricing Schedule provided in Exhibit C to Resolution No. R-00-86, as amended, are revised and new rates are as provided in Exhibit C.
3. The policies and charges for the Manatee Civic Center Mobile Stage are provided in Exhibit F.
4. This Resolution shall take effect upon adoption by the Manatee County Civic Center Authority. The Policies and Rental and Pricing Schedule provided herein shall apply to all facility use agreements for events taking place on or after October 1, 2008 except that previously adopted prices shall apply to contracts currently being negotiated and that are executed and returned to the Manatee County Convention and Civic Center along with all required deposits prior to August 1, 2008 except for the Mobile Stage which shall take effect immediately.
5. All prior resolutions that are in conflict with this resolution are rescinded to the extent of such conflict.

ADOPTED, with a quorum present and voting this 10TH day of JUNE, 2008

CIVIC CENTER AUTHORITY
OF MANATEE COUNTY, FLORIDA

By: *Suzanne Y. Brown*
Chairman

ATTEST: R.B. SHORE

By: *Susan P. Romie*
Clerk of the Circuit Court

GENERAL POLICIES

PART 1 – MANAGEMENT POLICIES – EXHIBIT A

1. County Administrator and Executive Director

- a. 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"). Except where specifically provided for, Civic Center and Center as used in the policies and other documents adopted by the Authority shall mean both the Manatee Convention and Civic Center and the Crosley Estate.
- b. 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.
- c. 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.
- d. 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.
- e. The County Administrator or Assistant County Administrator may authorize use of Manatee Civic Center facilities at no charge during or immediately following a declaration of emergency by the Board of County Commissioners as required to serve the health, welfare and safety needs arising as a result of the emergency.
- f. The Executive Director or designee has the authority to waive charges for before or after hours move in and out when staff is on duty to facilitate the change over of other events.
- g. Events taking place within sixty (60) days; the Director or designee may offer promotional discounts to reduce rent, equipment and services by 75%; no charge equipment owned by center and no charge box office related fees such as ticket sellers, printing, and box office set up fees in the event civic center box office is receiving box office service charge revenues.
- h. Sales and Marketing programs – Promotional packages that consist up to 75% of space rental and no charge for available MCC owned equipment with the use of In-House Food and Beverage Service and facility provided insurance are authorized.
- i. The use of facilities by the Convention and Visitor's Bureau, the Manatee Civic Center Authority and Crosley Estate Foundation and its staff for meetings for the purpose of planning, promotion and conducting daily business meetings are authorized at no charge. These events shall not be considered revenue generating events and will not be listed on the utilization reports unless food service revenues are generated.

2. Purchasing, Personnel, Financial Transactions and Legal Affairs

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

- b. 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.
 - c. 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.
 - d. 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.
3. Reasonable efforts will be made to avoid waste and surplus however, leftover food prepared for an event has no commercial value. When not removed by the purchaser or caterer, food may be thrown or given away.

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.

1. The Executive Director of the Manatee Civic Center Facilities Duties and Delegated Authority
 - a. 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.
 - b. Ticket Sales - The Director is authorized to enter into agreements for the use of Civic Center facilities for the sale of tickets provided by 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.
 - c. 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.
 - d. 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 ten (10%) percent of the total contract amount or \$750.00 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.
 - e. The Director may authorize and contract for a flat fee instead of percentage for merchandise

commission based on prior or similar events.

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

PART 3 - Rental and Payment Policies

1. Booking Guidelines

- a. 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.
- b. 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. The Executive Director may request payment in full along with insurance certificate at time of contract execution for new users or based upon deficient performance on prior contracts.
- c. 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.
- d. Events may be contracted as follows:
 - i. Conventions, public and private trade shows - 36 months in advance of the event date
 - ii. Concerts, sporting events, conference wing rooms and other multiple day events – 24 months in advance of the event date
 - iii. Non-public events - six (6) months prior to the event date for Center Hall; and
 - iv. 36 months in advance for the Crosley Estate.
- e. Annual Events – Events taking place at the facility on or about the same date or weekend each year may be considered annual events. Once a calendar year is opened for booking, the facility will make an attempt to contact a representative of the known promoters of annual bookings to allow them a designated amount of time to place tentative hold(s) prior to the calendar booked opened to the public where their dates could potentially be taken by other promoters. An attempt will be made to contact Licensees of prior annual events to develop contracts for their desired dates prior to the opening of the calendar to the public. Events are only tentative until an executed contract is completed. It is not the responsibility of the facility to roll over dates on annual events.

2. Payment and Refund Policies

- a. The following payment schedule shall apply to signed agreements received at Center and Crosley Estate:

- i. 180 days or more full building rent is due
 - ii. 21 days or less the balance of all additional charges in excess of building rent is due
 - b. Refunds
 - i. In regards to Manatee Convention Center rentals:
 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.
 - ii. In regards to the Crosley Estate:
 1. If an event is cancelled by Licensee more than six months prior to the scheduled event date, the Licensee can submit for a refund of monies paid less a \$250 administrative fee.
 2. If the cancellation is less than six months prior to the scheduled event date, the Licensee can submit for a refund of monies paid less \$250 administrative fee only if the Crosley Estate is re-rented by another party at regular price. It is the Licensee's responsibility to contact the Crosley Estate in writing or email after the previously scheduled date to inquire on whether the facility was re-rented and if they are eligible for the refund.
 - c. 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.
 - d. The Director may require in the agreement that payment of the Pre-event Invoice reflecting the Balance of Charges be made sooner than 21 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 21 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.
 - e. The Director may establish and charge an additional deposit of up to \$500 per event to be used for additional clean up, damages or additional equipment, products or services where the event will likely incur such costs.
 - f. 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 thirty (30) business days after receipt of the request for payment by Center.
3. 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.

4. Dishonored and Fraudulent Payments

- a. 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:
 - i. 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
 - ii. 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.
- b. 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.
- c. Nothing herein shall prevent Center from recovering any amounts due under the agreement and dishonored or forged checks, drafts or other written orders.

5. Established Accounts

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

6. Transfer Option

- a. 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:
 - i. Licensee must reschedule another date within sixty (60) 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.
 - ii. The new date must be open and available.
 - iii. 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.
- b. 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 6ai-iii. 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.

7. Event Location Changes

- a. 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.

8. Denial of Use

- a. The Director is authorized to deny use of the facilities for or by anyone who:
 - i. 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, event details, information provided to the public, and the details provided to the Center;
 - ii. is planning an event that cannot be safely accommodated in the facilities;
 - iii. has previously failed to comply with the terms and conditions of an agreement with the Center;
 - iv. the nature of the event is such that the event would cause a breach of the agreement with the Center or a violation of any applicable law, ordinance or regulation;
 - v. has not settled a previous account with the Center;
 - vi. has previously demonstrated an inability to successfully complete similar events at other venues;
 - vii. has previously failed to comply with contractual obligations at other venues;
 - viii. is unable to demonstrate the ability to successfully plan, finance and implement the proposed event;
 - ix. has promoted an event to be held at Civic Center facilities prior to having a contract for use of the space;
 - x. wishes to schedule an event that will not allow a reasonable amount of time for turnover for a previously scheduled event; when adequate labor is not available due to schedule conflicts; or the nature of the event will cause a breach of a prior agreement.
- b. Anyone who has been denied the right to use Center facilities due to violations of sections i, iii, v, vi, and vii 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.
- c. Termination of License Agreements: The Director is authorized to terminate license agreements if the Licensee plans or promotes an event that is materially different from the representations provided in a use application or subsequently approved in writing by the Director.

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

- a. 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 procedure 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.

10. The Director may make changes in the form of agreement so long as such changes are consistent with policies adopted by the authority and have been approved by the County Attorney or his designee.

Manatee Convention and Civic Center
Rental and Pricing - Exhibit C

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 7am and 11:59pm not to exceed a fourteen hour period starting at move in and ending at move out. Additional charges as provided under 1e below shall be applied to event activities which exceed the regular hour or maximum hours.

1) Building Areas and Premises

a) Main Arena- Center Hall - \$1,500; ½ Center Hall - \$900

- i) 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.
- ii) Telescopic seating section prices
 - (1) North and South sections \$150 each
 - (2) East section \$100

b) Conference Center

Conference Wing	\$1,000	Longboat Key	\$500	Anna Maria	\$325
Prefunction Lobby	\$250 *	Terra Ceia	\$225	Palma Sola	\$325

c) *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, New Year's Eve and any other paid holidays for Manatee County employees 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*

d) Parking Lot rental

- i) No. 1 B-C-D-E (approx. 44,275 sq ft) - \$450
- ii) Parking Lot - No. 5 (approx. 65,340 sq ft) - \$350
- iii) Parking lot may be rented for nonparking 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, and 4 are not available for rent.

e) Additional hours - not discountable

- i) \$125 per hour
 - (1) Rental for scheduled move in before 7am;
 - (2) Rental for scheduled move out after 11:59pm
 - (3) additional hours above maximum 14 hours
- ii) \$250 per hour
 - (1) Unscheduled move in prior to 7am or move out after 11:59pm
- iii) \$400 per hour
 - (1) Scheduled event hours from midnight to 7am

f) Move in and move out day rate

- i) ½ of rent for space available 7am until 11:59pm - does not include air conditioning

2) Utility and Electrical Charges

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

- i) Center Hall (over four hours) - \$550
- ii) Center Hall (four or less hours) - \$300
- iii) ½ Center Hall (over four hours) - \$300
- iv) ½ Center Hall (four or less hours) - \$175

b) Overnight Parking Lights - \$250 all lights; \$75 per parking section

c) Additional Electrical Service Charges - Electrical service charges and Electrician charges will be assessed for trade shows, conventions, concerts or other events with multiple power requirements.

- i) 20 amps - \$25 each first day - \$7 each additional day
- ii) 30 amps - \$35 each first day - \$10 each additional day
- iii) 100 amps - \$63 each first day - \$15 each additional day
- iv) 200 amps - \$125 each first day - \$30 each additional day
- v) 600 amps - \$275 each first day - \$75 each additional day
- vi) Electrician
 - (1) An electrician is required for all advanced electrical setups. Such instances can include:
 - (a) Concerts and other events requiring access to electrical panels for tie-ins with bare copper tails or cam lock systems.
 - (b) Trade show or other events requiring installation of electrical service in areas of the building not standardly equipped with outlets, including booth setups in Center Hall.
 - (c) Any event requiring electrical installation of over 100 volt and 15 amps.

- (d) RVs and tour buses requiring power.
- (2) Electrician rate is \$20.00 per hour with a four hour minimum.

3) Clean Up Fee

- a) Clean up fees will be assessed for all events– this may be waived for meeting or light traffic events if only minor cleaning will be required
- b) Center Hall - \$200 per event
- c) ½ Center Hall, Conference Center rooms - \$100 per event

4) Equipment Rental

- a) All equipment rental charges are based on event days of use AND unless otherwise noted include labor for initial set up and tear down. All labor, services and equipment prices are for inhouse items. MCCC is not obligated to provide equipment not available. Equipment and services ordered from outside vendors will be considered reimbursable items and will be charged as reimbursable items. (#4i)
- b) One standard microphone, podium, and flags at no charge
- c) Price for tables, chairs and curtains– each – first day

Round Table	\$6.00	\$2.00 additional day	8' Table (x 30")	\$5.00	\$1.50 additional day
Chairs	\$1.00	\$.25 additional day	6' Table (x 30")	\$4.00	\$1.00 additional day
Exhibit Curtains	\$2.00	Per running foot	Classroom Table (X18")	\$2.00	\$.25 additional day
Vinyl Table Cover	\$1.50		Tableskirts	\$3.00	

- d) Staging – first day rate; \$50 each additional day
 - i) Stage is 4' high
 - ii) Adjustment to stage height(3' only) - \$150

Large Stage 60' x 40' or 75 pieces	Medium Stage 60' x 32' or 40 pieces	Small Stage 32' x 24' or 24 pieces	Each additional 4' x 8' section	Stage ramp
\$750	\$600	\$300	\$20	\$25 run of show

- iii) Risers 4' x 8' sections \$8 first day; \$1.50 each additional day
- e) Dance Floor
 - i) Large (30' x 30' or 100 pieces) \$250 day
 - ii) Medium (21' x 21' or 49 pieces) \$135 day
 - iii) Small (15' x 15' or 25 pieces) \$75
 - iv) Additional pieces of dance floor available for \$3.00 each per day
- f) Basketball floor with goals
 - i) \$900 first day; \$125 each additional day
- g) Other Equipment– equipment should be requested in advance to guarantee its availability
 - i) Chain motor - \$50 per day
 - ii) Forklift with operator - \$30 per hour– not to exceed \$200 per day
 - iii) Highlift with driver - \$30 per hour– not to exceed \$200 per day
 - iv) Telephone line (restricted service) \$100 for up to seven days of use
 - v) Easel - \$5 per day
 - vi) Flip Chart with pad - \$15 first day; \$5 each additional day– additional pad \$12.50 each
- h) Audio Visual Equipment
 - i) Sound – price per item per day

Standard Microphone	\$15	Desktop Microphone Stand	\$5	Microphone Stand (straight or boom)	\$5
Lavaliere Microphone	\$40	Combo Wireless Handheld & Lavaliere	\$65	Audio dual cassette tape deck	\$10
Wireless Microphone	\$40	Speakers – floor or monitor	\$65	CD Player	\$30
Mixing Board – 8 channel	\$30	Mixing Board – 16 channel	\$50	Tuner	\$25
Audio snake with 100', 16 mic, 2 aux channels	\$35	Mixing board – 24 channel with cabling	\$100		
Portable Sound System– one mixer, one amp, four speakers, cable, tripods, CD player, and					\$300

Cassette Player

ii) Lighting – per day rate /per week rate

2 Scene 8 Channel Lighting Control Board	\$50	6 x 9 Leko	\$5/\$15
Spotlight – Super Trouper	\$50	Fresnal Lighting 6" Trussing	\$5/\$15
Mini Zoom 30-40-50 Colortran	\$5/\$15		

iii) Audio Visual– each - first day

Screen (5' x 5' or 6' x 6')	\$50	\$5 additional day	Color TV Monitor (approx 27")	\$80	\$25 additional day
Projector Floor Screen (10' x 10')	\$75	\$10 additional day	VCR – Video Cassette Recorder	\$30	\$5 additional day
Overhead Projector	\$25	\$5 additional day	Slide Projector	\$25	\$5 additional day
LCD Projectorwith screen *	\$250	* Rehearsal for LCD usage is required as technicians are not always available.			

i) Reimbursable equipment– items ordered from outside vendors including equipment and services

- i) Equipment and services including butnot limited to Firefighters, EMT's, parking cadets, piano tuner, security service and police officers will be at (Actual cost) +\$25 handling fee + delivery

5) Food and Beverage Service

a) In-House Food and Beverage Service

- i) In-House Food and Beverage Service consists of catering, concessions and beverage service. 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. Concessionfood 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.

b) Miscellaneous Fees

- i) 200# Ice machine - \$25 per day
- ii) Kitchen Event Cooler- \$50 per day

c) Manatee Convention Center Special Order Alcohol

- i) Special order beer, wine and champagne will be at a 100% markup. Special order hard liquor wilbe sold at three (3) times the cost of the bottle; and Center will retain any and all remaining product post event.

6) Personnel (advance request recommended to guarantee availability. Four hour minimum required.)

General Labor, Houselight Operator	\$15	Head Usher	\$15
Electrician	\$20	Ticket Seller	\$16
Housekeeping, Janitor	\$12.50	Ticket Taker/Usher	\$12
Kitchen Supervisor	\$18.50	Bartender (up to a eighthours)	\$150 Additional hours at \$20/hr

7) Insurance Requirements

- a) 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 mustbe provided by Licensee no later than ten (10) business days prior to the event. The minimum levels required are specified.

b) Limits per leased period

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

- c) 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.

- d) 1.2 Caterer's Liability Insurance is to be providedand arranged by Cateer for events using outside caterer. 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.

- i) General Comprehensive - \$1,000,000
- ii) Product Liability - \$1,000,000
- iii) Ind. Contractors Liability - \$1,000,000
- iv) Liability per occurrence - \$1,000,000
- v) Premises/Operations Liability - \$1,000,000
- vi) Personal Injury Liability per occurrence- \$1,000,000

8) Other costs and charges

- a) Box Office Charges

- i) Ticket Programming - \$100 per event for reserved seating or mixed reserved and general admission
 - ii) Ticket Programming - \$50 per event for general admission only events
 - iii) Computer ticket printing - \$.13 per complimentary ticket
 - iv) Computer ticket printing - \$.25 per sold ticket
- b) Merchandise Fees
- i) 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 ½ Center Hall rental.
 - ii) Licensee sells -25% to Center;
 - iii) MCCC sells -40% to Center
- c) Business Services
- i) Photocopies - \$.25 per copy
 - ii) Business Center photocopy - \$.10 per copy
 - iii) Faxes (incoming/outgoing) - \$1 per page

9) Abbreviations

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

10) 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.

- a) Consecutive event day discount
 - i) 20% discount applied to rental of building
 - ii) ROS discount rate applied to equipment rental for balance of event days
 - iii) Available when any area of the building is booked for more than one (1) event day.
- b) Multi-Use Discount
 - i) Three or more events must be booked in a one year calendar period with non-refundable deposits paid at time of contract for each event.
 - ii) 20% discount to room rent will apply for each event.
- c) Hotel Discount
 - i) The following discount shall apply to hotels renting space at the Civic Center. The License Agreement must be processed and executed by the hotel. 30% discount shall be applied to rental of Civic Center space.
- d) Additional labor when required and available to recapture costs incurred.

11) Promoter Incentive Package

- a) The Director or the Director's designee may provide up to five gallons of coffee for move in day at no charge as an incentive to promoters renting the Center Hall for one move in day and two consecutive event days.

Powel Crosley Estate
Rental and Pricing Schedule
Exhibit C

1) Building Areas and Premises

- a) Regular hours 11am-11pm
- b) First Floor Rental, to include: Great Room, Den, Dining Room, Brides Room, Terrace and Kitchen Prep Area \$3,500
- c) First Floor Rental and Grounds \$3,900
- d) First and Second Floors \$3,800
- e) First and Second Floors and Grounds \$4,400
- f) Grounds only \$3,400
- g) Concert rental— defined as an outdoor, public, ticketed, live music event \$6,000 day
- h) Terrace only (picture taking, etc) \$125 per hour

2) Additional hours

- a) Additional hours scheduled prior to an event for additional move in from 7am-1am
 - i) \$60
- b) Additional hours scheduled or unscheduled from 11pm until 7am
 - i) \$125

3) Holiday Surcharge

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

4) Move in / Move out days

- a) Thirty days or less prior to the event, space may be rented from 0am-4pm 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.

5) Rehearsal

- a) Thirty days or less prior to the event, space may be rented from 0am-8pm for rehearsal at \$100 for a two hour rehearsal period based upon availability. Prior to thirty days, rehearsal will be at regular rates.

6) Business Meeting Rentals

- a) The Crosley Estate may be rented out for business meetings Monday-Thursday; to be scheduled between 7am and 11pm not to exceed a ten (10) hour period.
- b) Crosley Estate has first right of refusal for food service for business meetings.
- c) \$1,000 includes both floors for events utilizing Crosley Estate food service.
- d) \$1,200 for events not utilizing Crosley Estate food service.
- e) In the instance, Crosley Estate waives the opportunity to do the food service the \$1,000 rate will apply. Business rental includes usage and one time set up of 90 chairs, 20 round tables and 12-8' tables.
- f) Labor charges will be incurred on additional set up changes. No additional discounts apply.

7) Equipment and Services

- a) The Crosley Estate 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.
- b) The following items are available through the Center at the listed rates:
 - i) Patio Rope Lighting - \$125 run of show
 - ii) Crosley Meeting Chairs (up to 90 available) - \$6 each run of show
 - iii) Bar Set Up Fee (for bar relocation during event) - \$75 per bar moved
 - iv) Prices for services, equipment and products not shown on this schedule but useful for events and activities at the Crosley Estate may be made available at the price shown in Part 1 plus the estimated costs that may be involved in delivery and setup.

Mobile Stage Rental – Exhibit F

1. Mobile Stage Policies
 - a. Booking and Contracting Guidelines
 - i. Customers may reserve the mobile stage through the Business Office of the Manatee Convention Center.
 - ii. The use of the stage is based upon availability.
 - iii. Mobile stage may not be available due to owner use, maintenance or other reasons.
 - iv. Mobile stage may not be transported out of Manatee County.
 - v. Mobile stage may be rented to not-for-profit organizations and government agencies by:
 1. Completing the Mobile Stage Rental Application
 2. Execution of the lease agreement with required deposits.
2. Rental fee
 - a. A minimum rental fee of \$500 per use for up to 14 hours shall be charged.
 - b. A fee of \$200 shall be charged for each additional period of up to 14 hours.
3. Security deposit
 - a. A deposit of \$500 for cleaning or damages shall be required prior to the use for the mobile stage. Any unused portion of the deposit or estimated cost shall be returned to Lessee.
4. Payments and Refunds
 - a. Full amount of rent is due with signed agreement.
 - b. Acceptable forms of payment are Cash, Cashier's Check, Visa, Mastercard, and Discover. Business checks are accepted up until 21 days prior to event. Personal checks are not accepted.
 - c. Rent is non-refundable except as provided herein.
 - d. In the instance the stage becomes unavailable due to breakdown or other technical difficulties, full rent will be returned to the Lessee.
 - e. Payment of transportation bill (delivery and return) is the responsibility of the Lessee as well as the payment for setting up and tearing down the stage.
5. Insurance
 - a. Insurance - Lessee shall provide Center with a certificate evidencing insurance coverage. Lessee shall be required to furnish satisfactory evidence of liability insurance, including a copy of the endorsement adding the Center as an additional insured. The limits of liability are: Bodily Injury liability with limits of \$1,000,000 per occurrence, and \$1,000,000 for property damage per occurrence. Lessee shall provide Center with a certificate evidencing coverage required in the Agreement. The certificate must name the Manatee Civic Center Authority and Manatee County, a political subdivision of the State of Florida, as additional insureds.
6. Return of the Mobile Stage
 - a. The Mobile Stage must be returned to the Center by the time specified in contract. A reasonable time may be allowed to accommodate delivery and return of the stage.
7. Cleanliness of the Mobile Stage

- a. Upon return, the Mobile Stage must be in broom clean condition and free and clear of all trash, debris and damage and unaltered in any manner. In the event of food or beverage spillage, the stage must be mopped clean of residue. Any property left on the Mobile Stage may be disposed of or retained by the Center. Lessee shall pay for extraordinary wear and tear or dirt and grime, screw or nail holes and glue, tape and paint removal or other condition caused while in use by Lessee.
8. Denial of use
 - a. The Director is authorized to deny use of the facilities for or by anyone who:
 - i. Is planning an event that cannot provide safety for the mobile stage.
 - ii. The nature of the event is such that the event would cause a breach of agreement with the Center or violation of any applicable law, ordinance or regulation.
 - iii. Has not settled a previous account with the Center.
 - iv. Has previously demonstrated an inability to successfully complete similar events at other venues.
 - v. Has previously failed to comply with contractual obligations at other venues.
 - b. Anyone who has been denied the right to use Center Mobile Stage as provided above may appeal as outlined in the General Policies.
9. Products, Equipment and Services
 - a. Use of additional products, equipment and services will be billed as provided in the Civic Center policies.
10. Agreements
 - a. The Mobile Stage Agreement shall be substantially as provided in attachment 1 and subject to such changes that are consistent with these policies are approved the County Attorney's Office.

THIS AGREEMENT made and entered into this th day of , 2008, by and between the Manatee County Civic Center Authority of the County of Manatee, acting by and through its Director, hereinafter referred to as CENTER, and , hereinafter referred to as LESSEE.

1. Center agrees to rent to LESSEE a Mobile Stage as provided herein and in the General Conditions and Rules and Regulations hereto.
2. Rental Charges and Fees:
 - a. The rental fee for the Mobile Stage is \$ and other charges provided herein.
 - b. Applicable Florida Sales Tax will apply unless a Sales Tax Exemption Certificate accompanies this signed agreement.
 - c. Total payment including deposit and estimated charges is \$.
3. Payment – A payment of \$ will be due with this signed agreement. Visa, Mastercard and Discover are accepted. Business and personal checks will be accepted until 21 days prior to Mobile Stage use. Payment made less than 21 days prior to the scheduled use must be by certified bank check. Balance if any is due on .
4. Delivery of the stage will be on with return of the stage to the Manatee Convention Center .
5. Additional, equipment and services
6. Mobile Stage Transportation
 - a. Only CENTER designated or permitted transportation systems may be used for transport of the Mobile Stage. LESSEE will be responsible for the cost and will pay these charges directly.
 - b. Delivery service must be pre-approved by CENTER management and provide adequate proof of insurance and skill.
7. Mobile Stage set up and tear down
 - a. The Mobile Stage may only be operated by authorized personnel. All charges for required personnel will be the responsibility of the LESSEE.
8. Insurance - LESSEE shall provide CENTER with a certificate evidencing insurance coverage. LESSEE shall be required to furnish satisfactory evidence of liability insurance, including a copy of the endorsement adding the CENTER as an additional insured. The limits of liability are: Bodily Injury liability with limits of \$1,000,000.00 per occurrence, and \$1,000,000.00 for property damage per occurrence. LESSEE shall provide CENTER with a certificate evidencing the coverage required above. The certificate must name the *Manatee Civic Center Authority and Manatee County, a political subdivision of the State of Florida, as additional insureds.*
9. Security Deposit – A deposit of \$500 for additional clean up or damages must be paid prior to use of the Mobile Stage. Any unused portion of Security Deposit or estimated costs shall be returned to LESSEE.
10. Return of the Mobile Stage-The Mobile Stage must be returned to the center by the last date and time specified in 4 above in broom clean condition and free and clear of all trash, debris and damage. Any property left on the Mobile Stage may be disposed of or retained by the Center. LESSEE shall pay for extraordinary wear and tear or dirt and grime, screw or nail holes and glue, tape and paint removal or other condition caused while in use by LESSEE.

LESSEE

MANATEE CONVENTION AND CIVIC CENTER

Executive Director or Designee

Date _____

Date _____

GENERAL CONDITIONS

- A. CONTROL OF MOBILE STAGE - In renting the Mobile Stage to LESSEE, CENTER does not relinquish the right to control management of the Mobile Stage and to enforce all the necessary and proper rules for the management and operation of the same. The agents and employees of the CENTER may access the Mobile Stage at any time and on any occasion.
- B. INDEMNITY - LESSEE agrees to conduct its activities within the Facility so as not to endanger any person lawfully thereon; and to indemnify and save harmless the CENTER against any and all claims for loss, injury or damage to persons or property, including claims of LESSEE's invitees, arising out of the activities conducted by the LESSEE and LESSEE's invitees. If the Mobile Stage, or any portion thereof shall be damaged by any act, default or negligence of LESSEE, or by LESSEE's invitees, the LESSEE will pay to CENTER upon demand such sum as shall be necessary to repair such damage. LESSEE hereby assumes full responsibility for the character, acts and conduct of LESSEE's invitees.
- C. LOSS OR DAMAGE - In case the MOBILE STAGE or any part thereof shall be destroyed or damaged by accident, fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of the Agreement by the CENTER impossible including, without limitation the requisitioning of the premises by the United States government or any arm or instrumentality thereof, or by reason of labor disputes, then and thereupon the Agreement shall terminate and the LESSEE shall pay rental for the Facility only up to the time of such termination, at the rate herein specified, and the LESSEE hereby waives any claim for damages or compensation should the Agreement be so terminated.
- D. ASSIGNMENT - LESSEE shall not assign the Agreement or use of the Mobile Stage.

RULES AND REGULATIONS

- 1) COMPLIANCE WITH LAWS - All persons connected with LESSEE and LESSEE's invitees shall abide by and comply with all applicable Federal, state and local laws, rules and regulations including those of law enforcement agencies and fire departments and reasonable regulations of the CENTER required to protect the Mobile Stage and the health, welfare and safety of all.
- 2) THE MOBILE STAGE - LESSEE shall not injure, mar nor in any manner deface the Mobile Stage, and shall not cause or permit anything to be done whereby the Mobile Stage shall be in any manner injured or marred or defaced and LESSEE will not do, or permit to be done anything in or upon any portion of the Mobile Stage or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the Mobile Stage or any part thereof, or in any way increase any of insurance upon the Mobile Stage or on property kept there.
- 3) DEFACEMENT - LESSEE shall not drive or permit to be driven, any nails, hooks, tacks, or screws in any part of the Mobile Stage, and shall not make or allow to be made any alteration of any kind therein.
- 4) CARE OF THE MOBILE STAGE - LESSEE agrees to cause the MOBILE STAGE to be kept clean and generally cared for during the term. Ordinary wear and tear accepted.
- 5) DAMAGES - Any type of damages to the Mobile Stage or CENTER property or equipment is to be reported immediately to the Convention Center Business Office. The LESSEE or his representative is asked to inspect the Mobile Stage with a representative of the CENTER prior to pick up.
- 6) MOTORIZED EQUIPMENT - Equipment will be operated by authorized personnel only.
- 7) RESIDUAL MATTERS - All matters, rules regulations, or deviations there from, not expressly provided for herein, shall be decided upon by the CENTER Director or his designee.