

**RESOLUTION R-10-154**

**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 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-10-154 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) Resolution 10-154, Exhibit A is amended to include the following new paragraphs:

#1(l) North River Fire District use – In exchange for periodic training and safety assistance, including crowd management training provided by North River Fire District, Center may provide the use of one conference room two times per year. Use includes one set up and tear down of MCC owned equipment. No additional fees will apply.

#4 Executive Director has the right to develop incentive fee based programs for referrals of rental space for both the Crosley Estate and Manatee Convention Center. All programs must be in compliance with all rules of Finance and Purchasing. Rewards for referrals may consist of gift cards, cash reward or other incentives. Final referral programs will require board approval via Civic Center Authority consent agenda.

#2(g) With written authorization from the Licensee, refunds of less than \$50 may be accepted as a donation toward the Crosley Estate for restoration purposes or Crosley Theatre programs. No additional notification or approval is required for the Civic Center Authority Board. Donations of \$10 or less may also be accepted for the Crosley Theatre programs during tickets sales or events without written permission.

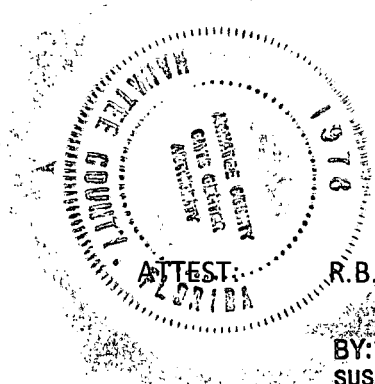
- 2) Resolution 10-154, Exhibit A is amended to include the revisions as provided in Exhibit A, parts 1, 2 and 3.
- 3) Resolution 10-154, Exhibit C(1) and (2) are amended to include other revisions as provided in attachment.
- 4) Resolution 10-154, Exhibit F is amended to include other revisions as provided in attachment.
- 5) This Resolution shall take effect upon adoption by the Manatee 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 12, 2010 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 December 30, 2010 except for as otherwise specifically provided. 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 26<sup>th</sup> day of October, 2010.


CIVIC CENTER AUTHORITY  
OF MANATEE COUNTY, FLORIDA

By: 

Chairman



R.B. SHORE

CLERK OF CIRCUIT COURT  
BY:   
SUSAN G. ROMINE DEPUTY CLERK

## 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 changeover of other events.
- g. For last minute events taking place within the next ~~sixty (60)~~ (120) days; the Director or designee may offer promotional discounts to reduce rent, equipment and services up to 75%. If box office is receiving a ticket surcharge, box office related fees such as ticket sellers, printing, and box office set up fees may be waived.
- h. Sales and Marketing programs – Management may develop promotional packages -including off season reduced rate incentives - that consist up to 75% off space rental and no charge for available MCC owned equipment and services ~~with the use of~~ and facility provided insurance. Promotional incentives such as: snacks, foods or non-alcoholic beverages, i.e. "free Crosley Sweet Tea and Lemonade" may also be provided at no charge. Flat fee Equipment packages permitted are flat fee equipment packages provided the flat fee is no more than 75% off the

standard rates.

- i. The use 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.
- j. The County Administrator may authorize use of the facility for free or at a discount on rent, equipment and services for meeting required on behalf of the Civic Center Authority or Board of County Commissioners. Food and beverage services may also be discounted up to 50% off the standard pricing.
- k. New Equipment and services – New equipment and services available but not included in the current rate resolution will have a rate established and be followed as internal policy until added to the next revised rate resolution.
- l. North River Fire District use – In exchange for periodic training and safety assistance, including crowd management training provided by North River Fire District, Center may provide the use of one conference room two times per year. Uses includes one set up and tear down of MCC owned equipment. Additional fees service fees such as catering commission may also be waived as well.

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. 02-63.

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.

4. Executive Director has the right to develop incentive fee based programs for referrals of rental space for both the Crosley Estate and Manatee Convention Center. All programs must be in compliance

with all rules of Finance and Purchasing. Rewards for referrals may consist of gift cards, cash reward or other incentives. Final referral programs will require board approval via Civic Center Authority consent agenda.

## 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 all contracts under \$100,000 for the use of the facilities which are consistent with policies adopted by the Authority, including approved agreements, general conditions, and facilities use regulations. Contracts \$100,000 and over will require approval by the Civic Center Authority.
- 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.
- g. Electronic Message Board (Marquee) - The Director or designee has the ability to establish guidelines on the use of the electronic marquee message boards. Unless in times of emergency such as hurricane warning and amber alerts, the first priority of the sign(s) will be to advertise events at the facilities. Messages for events sponsored or produced by Manatee County Government may run as space permits when requested by the involved department.
- h. Parking - The Director or designee has the ability to develop and establish a plan to charge attendees a parking fee of up to \$5 per car for events taking place at the Manatee Convention and Civic Center. Events qualifying for a parking fee will include public entertainment events utilizing a paid or donated admission at the door.
  - i. This will include publically advertised concerts, sporting events, and similar events. It will not include consumer shows, trade shows or exposition style sales or shows such as gun shows or craft shows.
  - ii. The Director or designee may use discretion on charging events which may not perfectly fit the criteria.
  - iii. The Director or designee may also waive parking on events when the revenues are not anticipated to outweigh the expenses.
  - iv. The Director or designee may negotiate a flat fee buy out with a Licensee so that the attendees will not be charged to park. The fee will be established in advance and will be based on the anticipated number of cars expected for that event.
- i. Concession stand minimum charge – Director or designee has the ability to charge up to \$150 per hour (four hour minimum) less actual sales for concession stand operations when a licensee requests the stand to be open and the minimum sales of \$150 per stand is not met.

### 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 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. 36 months prior to event - conventions and trade shows
  - ii. 24 months prior to event - public admission/donation based events such as concerts, exhibits and sporting events
  - iii. 12 months prior to event – business meetings and seminar; conference center private parties
  - iv. One year ~~six months~~ prior to the event date – private parties in Center Hall; and
  - v. Up to 36 months in advance for all events at 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. Over 180 days (6 mos) prior to event 1/3 of rent is due
  - ii. 180 days (6 mos) or less full building rent is due
  - iii. 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.

- g. With written authorization from the Licensee, refunds of less than \$50 may be accepted as a donation toward the Crosley Estate for restoration purposes or Crosley Theatre programs. No additional notification or approval is required for the Civic Center Authority Board. Donations of \$10 or less may also be accepted for the Crosley Theatre programs during tickets sales or events without written permission.

### 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 has sixty days from ~~must reschedule another date within sixty (60) days of the cancellation to contract a new event date scheduled within the next twelve months. If this date is cancelled after contracted all deposits are forfeited. ; 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, or his designee ~~who shall consider and investigate the written protest and render a decision within 30 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 may designate one of the Deputy Administrators to consider this protest and conduct an appropriate investigation. The County Administrator or his designee shall conduct such investigations and such hearings as ~~he/she the Administrator~~ determines are necessary and shall provide a written copy of his or her decision to the protestor within 30 days. 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.

#### PART 4 – MANATEE COUNTY GOVERNMENT USE POLICIES

1. Events conducting official business for the Board of County Commissioners of Manatee County, the Manatee County Civic Center Authority, and the County Attorney's office may be scheduled at the Manatee Convention and Civic Center or Crosley Estate utilizing a 75% discount off all rent, equipment and services.
  - a. To be eligible for the Manatee County Government discount, space must be contracted no more than 45 days prior to the event date and not less than 10 days.
  - b. Official business will not include consumer shows.
  - c. It is the intention that the Manatee County Government discounted rent is to be used by the Manatee County Departments and not outside agencies. The event is to be contracted, coordinated and produced by the county department and its employees.
  - d. Discounts will not apply to food service.
  - e. Caterer Program rules and self-cater rules shall apply.
  - f. Reimbursable items will have no additional handling fees added.
  - g. A Government Use Agreement will be executed between the renting department and the facility.
  - h. Executed contracts that are cancelled will incur charges for labor and services expended for administrative time and set up/tear down of equipment. Rent will not apply.
  - i. All payments for events are due with final invoice.
2. County Departments may request to rent MCCC owned equipment at 75% off of the standard rate based on availability.
  - a. Equipment must be picked up and returned by the renting department in a protected environment – covered truck, van, etc.
  - b. Rental and any damages will be charged to the department via final invoice.
  - c. Mobile Stage will be provided at a 75% off discount, however, transportation to and from the location will be at the full obligation of the using department.
  - d. Departments will be billed for damages. The stage must be returned in the exact same condition as which it was provided in.

# Rental and Pricing Schedule - Manatee Convention and Civic Center

## Exhibit C(1)

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 11pm 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 Center	\$1,000	Longboat Key	\$500	Anna Maria	\$325
		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 (excluding bartenders) 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 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.

#### e) Additional hours – not discountable

- i) \$125 per hour
  - (1) Rental for scheduled move in before 7am;
  - (2) Rental for scheduled move out after 11pm
  - (3) Rental for scheduled event hour between 11pm and 11:59pm
- ii) \$250 per hour
  - (1) Unscheduled move in prior to 7am or move out after 11:59pm
- iii) \$400 per hour
  - (1) Event hours from midnight to 7am
- iv) hours above the maximum of 14 hours will be \$125/hr in addition to all other charges

#### 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 12 hours) - \$800
- ii) Center Hall (between four and twelve hours) - \$550
- iii) Center Hall (four or less hours) - \$300
- iv) ½ Center Hall (over 12 hours) - \$425
- v) ½ Center Hall (between four and twelve hours) - \$300
- vi) 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 one first day - \$7 each additional day \$50 each two or more days thru run of show
  - ii) 30 amps - \$35 each one first day - \$10 each additional day \$70 each two or more days thru run of show
  - iii) 100 amps - \$63 each one first day - \$15 each additional day \$126 each two or more days thru run of show
  - iv) 200 amps - \$125 each one first day - \$30 each additional day \$250 each two or more days thru run of show
  - v) 600 amps - \$275 each one first day - \$75 each additional day \$550 each two or more days thru run of show
  - 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 use - \$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 in-house 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

Equipment	1 day	2 or more days	Equipment	1 day	2 or more days
5' Round	\$6 each	\$12 each	6' or 8' Tables (x 30")	\$5 each	\$10 each
Classroom Table (x18")	\$3 each	\$6 each	Chairs	\$1 each	\$2 each
Exhibit Curtains	\$3 per running foot run of show		Table skirts	\$5 each run of show	
Vinyl with skirt	\$7 per table run of show – vinyl change during run of show \$2 per table				

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 <u>res</u>	Classroom Table (x18")	\$3.00	\$.25 additional day
Vinyl Table Cover	\$1.50	each	Tableskirts	\$3.00	<u>res</u>

- d) Staging – first day rate; \$50 each additional day (includes 500 # wheelchair lift and additional steps available) based on availability
  - i) Standard Stage is 4' high with teck deck includes one set of stairs and stage skirt
  - ii) Adjustment to stage height (3' only) Other heights – plus \$150
  - iii) Premium stage (with dark charcoal gray carpet) plus \$10 per stage piece used

Large Stage 60' x 40' or 75 pieces	Medium Stage 40' x 32' or 40 pieces	Small Stage 32' x 24' or 24 pieces	Each additional 4' x 8' section	Stage ramp
\$1,125 \$750	\$600	\$360 \$300	\$30 \$20	\$25 run of show

- iv) Risers 4' x 8' sections includes skirting and one set of steps \$10 \$8 for one first day; \$20 two or more days for run of show \$1.50 each additional day (perimeter skirting and steps including based on availability)

- e) Dance Floor
  - i) Large (~~30' x 30'~~ or 100 pieces) ~~\$250 day~~ 32 x 32 (64 pieces) \$1,024
  - ii) Medium (~~21' x 21'~~ or 49 pieces) ~~\$135 day~~ 20 x 20 (25 pieces) \$400
  - iii) Small (~~15' x 15'~~ or 25 pieces) ~~\$75~~ 16 x 16 (16 pieces) \$256
  - iv) Additional pieces of dance floor available for ~~\$3.00~~ \$16 each per day
- f) Basketball floor with goals
  - i) ~~\$900~~ \$1200 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
  - vii) Stage trussing (up to 40') \$150 each – run of show
  - viii) Stantions - \$30 per set up
  - ix) Spotlight - \$100 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 Cassette Player					\$300

- ii) Front of house lighting (12 standard stage lights and two "specials" with appropriate cabling, power, and control board); includes standard wash focusing. \$100
- iii) Conference Sound System – Audio equipment for up to 40 people in a conference style format including gooseneck microphones, sound board, speakers, monitor, cabling, etc. Only available for use in Longboat Key room, ½ or full Center Hall. Requires the use of an audio engineer at additional cost for operation. \$1000 first day/ \$250 each additional day
- iv) 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 Projector with screen *	<del>\$250</del> <u>\$300</u>	* Rehearsal for LCD usage is required as technicians are not always available.			
<u>Cable modem</u>	<u>\$25 ros</u>		<u>Wired router – 4 connections</u>	<u>\$25 ros</u>	

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

- i) 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

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 will be based on competitive industry prices. Center management shall strive for a 25% margin on food and beverage cost and a 25% margin on alcoholic beverage cost.
- ii) Concessions – Center Management has the ability to require up to \$150 per hour minimum concession stand sales for each concession stand used for an event that may not generate the minimum sales. Actual sales will be subtracted from the minimum sales required and charged to the Licensee via the final invoice.

- 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 will be sold at two (2) times the cost of the bottle; and Center will retain any and all remaining product post event in accordance to our liquor license.
- d) Self-Cater
  - i) A Licensee may provide their own food service by bringing in self-prepared or store bought food and non-alcoholic beverages. A fee of 25% of the professional catering fee will apply (Exhibit G1, #3). Kitchen facilities are not available and all trash must be removed from the premises.

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

- a) All labor order day of show will be at 1 ½ times the regular rate.

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 eight hours)	\$150 Additional hours at \$20/hr

- Bartender charges are applicable for private events and when requested by a licensee. Hours scheduled by staff at staff discretion for public events are not charged to licensee.

7) Insurance Requirements

- a) 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 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. Coverage is required for all participants and spectators attending 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) Caterer's Liability Insurance is to be provided and arranged by Caterer 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.

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.

## Rental and Pricing Schedule – Powel Crosley Estate

### Exhibit C(2)

#### Rental rates and information

1. Crosley Estate basic rental – first and second floor common areas including all public areas of the first floor (great room, dining room, library, breakfast nook, bride's room); public restrooms on first and second floors; and public areas of the 2<sup>nd</sup> floor (the gallery, balcony, ship room and groom's room); plus the patio and pavilion.
  - a. Saturday - \$4,500
  - b. Friday and Sunday - \$3,500
  - c. Monday thru Thursday - \$2,500
  
2. Crosley Estate full rental – all areas listed in #1 plus the bayside lawn (grounds)
  - a. Saturday - \$4,900
  - b. Friday and Sunday - \$3,900
  - c. Monday thru Thursday - \$2,900
  
3. Rental period of 11am to 11pm – which includes move in of all guests, vendors and caterer and concludes when all guests including vendors and caterer have left the premise.
  - a. Additional hours from 7am until 11am - \$60 per hour
  - b. Additional hours from 11pm until 11:59pm - \$125 per hour
  - c. Additional hours from 1am until 7am - \$250 per hour
  
4. Business meeting rental (non-exclusive use) - \$500
  - a. Available Monday – Thursday; six hours maximum; available from 7am until 5:30pm;
  - b. Choice of one single, available room for meeting - Library on the first floor; Powel's or Gwendolyn's room on the second floor. The dining room, great room, bride's room, ship room, the gallery, public restrooms are common spaces;
  - c. May be scheduled six month or less prior to event date only;
  - d. Includes facility owned tables and chairs, one time set up and tear down of facility tables and chairs required for the meeting. Additional set up, tear down, changes may incur a labor charge. Set up does not include equipment needed by outside caterers. Set up and tear down of facility tables and chairs required for the event is the responsibility of the caterer.
  
5. Business meeting rental (exclusive use) - \$1,000
  - a. Available Monday – Thursday; six hours maximum; available from 7am until 9pm;
  - b. Exclusive use of first floor; Powel's and Gwendolyn's room on the second floor.
  - c. Includes facility owned tables and chair. Set up and tear down of facility tables and chairs required for the event is the responsibility of the caterer.
  
6. Equipment and Services
  - a. The Crosley Estate has an allocation of tables (20 round tables, 12 – 8' tables) which are available for use at no charge which must be set up by Licensee or caterer.
  - b. LCD projector with screen - \$300
  - c. Crosley owned chairs - \$6 each/run of show
  - d. Bar relocation fee - \$75 per bar moved

- e. 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 Exhibit C(1) – Manatee Civic Center Rental and Pricing.
7. Rehearsal - \$100 for a two hour period
- a. Space may be requested and placed on hold up to 60 days prior to event for rehearsal time.
  - b. Date and time will be *confirmed* no more than 30 days prior to event.
  - c. Rehearsals do not take preference over other person's event.
  - d. Crosley Estate reserves the right to move rehearsals if the space is needed for a paid event.
  - e. Rehearsals may be scheduled between 9am and 8pm with a two hour maximum.
  - f. Rehearsals do not include rehearsal dinner or other meals and are specifically for the practice of the upcoming wedding.
8. Move in/out days
- a. Move in and out days will be at standard rates when booked over 30 days prior to the event. A move in or out day may be added at 30 days or less and scheduled between the hours of 10am and 4pm at the rate of \$350.
9. Self Catering
- a. A Licensee may provide their own food service by bringing in self-prepared or store bought food and non-alcoholic beverages for a fee of \$250. Since there is no caterer, table and chair set-up and tear down is the responsibility of the LICENSEE (user of the facility). Labor may be available for the set up and tear down for a fee when requested in advance. Kitchen facilities are not available. All clean up from the food and the trash removal is the responsibility of the LICENSEE (user of the facility).

## 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. The Mobile stage is available for use in Manatee County; as well as Sarasota County, when rented by Sarasota County Government.~~
    - 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.
11. Manatee County Government use
  - a. Use of the Mobile stage by Manatee County Government departments will follow the rules for discounts as established in General Policies, Part 4 – Manatee County Government Use Policies.