

THOMAS CENTER BUILDING "A"

The Thomas Center is a resource center for arts and cultural services to the City of Gainesville. It has been listed with the National Register of Historic Places since 1973. Although cultural events have priority, space is rented for meetings and social events not specifically cultural in nature.

Care is taken to preserve the historic nature of the facility; and, we ask our Lessee to respect the special Use Regulations to prevent any damage to the building or misuse of the facility. In addition to liability for damages as set forth in Section 12(f), any user who causes damage to the Thomas Center beyond normal wear may lose the right to use the facility in the future.

All events at the Thomas Center will be confirmed upon execution of the Thomas Center Rental Agreement between the Department of Cultural Affairs, Facilities Coordinator, and the person in charge of the event. This Agreement includes a promise to uphold all Building Use Regulations. The execution of the Agreement is valid upon receipt of all fees due and only for the date of the Agreement.

**PLEASE READ THESE REGULATIONS CAREFULLY AS THEY
ARE A PART OF YOUR CONTRACT WITH THE CITY.**

BUILDING USE REGULATIONS AND FEES

1. NO SMOKING. The Lessee shall not permit smoking at any time. Violators are subject to fine by civil authorities. It is not permissible to light candles or do anything which causes a high concentration of particles e.g., dust, vapor, smoke, confetti, snow, glitter, etc. to be in the air, as this may activate the halon fire extinguishing system. In the event this regulation is disregarded and the fire extinguishing system is discharged, the Lessee is liable for the cost of recharging the system.

2. CLOSING TIME. At stated expiration time of lease, Lessee will peacefully yield up all of the leased premises in as good order and repair as upon commencement of this lease. Only reasonable wear and tear is expected. If an event extends beyond the time specified in the Rental Agreement, additional room rental fees will be assessed at an hourly rate as designated in Section 12(a) for each hour or portion thereof, plus an additional Staff person fee, at the rate as stated in Section 12(b). These additional fees shall be charged and may be taken from the security deposit.

3. CONSUMPTION OF FOOD AND DRINK. Food and drink are not allowed in the Main Gallery or the Period Room of the Thomas Center. Actions and conduct of Lessee, Lessee's clients, visitors or employees shall be the sole responsibility of the Lessee. The Lessee has the responsibility to assist in compliance with this regulation. The Lessee shall obtain prior consent from the Department for sale of any consumable or non-consumable items. Alcoholic beverages may be consumed in the Thomas Center Building or in the gardens. Lessee is responsible for obtaining appropriate permits and licenses and for monitoring the consumption of alcohol by guests, visitors, or patrons. No kegs are allowed in the facility. Porches must be rented if kegs are used.

4. CATERER REGULATIONS. Hot hors d'oeuvres and/or meals served in the Thomas Center are to be provided only by a licensed caterer who has signed the Department's "Caterer Use Agreement" form. Non-heated food and beverages may be served by Lessee, agents or invitees only with the securing of the "Caterer Use Agreement" form, duly signed by the Lessee.

5. STAFF. A representative of the Department of Cultural Affairs is in charge of the facility during each use. Department staff is responsible for taking reasonable security and safety precautions, preventing unauthorized entry to the leased premises, and is generally available to assist Lessee during the rental period. Staff may not serve food or beverages, unload or set up equipment not rented from the City or perform other acts which put the City at risk of suit. Established rate for Staff is listed in Section 12(b).

6. REMOVAL OF EQUIPMENT AND DECORATIONS. At the conclusion of the event/performance, the Lessee shall be required to clear the facility of all material, which is brought into the Thomas Center. Items left may be discarded and a charge of \$25.00 will be assessed for failure to clear all articles and equipment upon completion of Lessee's event. It shall be the Lessee's responsibility to move items for storage into the kitchen for a later pick-up. If arrangements are made for later pick-up (by florist, caterer etc.) a storage charge of \$50.00 will be assessed from the security deposit.

7. THROWING OF SUBSTANCES PROHIBITED. Nothing is allowed to be thrown on the premises, including the outdoor gardens; that is, no rice, birdseed, confetti, glitter, silly string, bubbles, flower petals, or the like. If this regulation is disregarded, a fee of \$50.00 will be assessed from the security deposit.

8. INSTALLED DECORATIONS. Because of the public and historic nature of the Thomas Center, any furnishing, seasonal decoration and/or other appurtenances already in place will not be moved in order to accommodate any Lessee. No fixed part of the building will be disarranged in any manner.

9. INSTALLATIONS.

(A) The Lessee shall not install any wires or electrical appliances without written consent from the Facilities Coordinator.

(B) Use of tape or other adhesives, nails, tacks, screws or similar articles on interior or exterior surfaces is not allowed. A minimum fee of \$25.00, or cost of repair, which ever is greater, will be assessed from the security deposit for any infringement of this rule. All decorations shall be put up without defacing the building, and their installation shall be subject to the prior approval and subsequent supervision of the Facilities Coordinator.

10. LIGHTS, HEAT, WATER AND VENTILATION. The Department of Cultural Affairs will furnish lights, heat, water and ventilation. Please note: heating and cooling are automatic and cannot be regulated by staff due to the complexity of the systems. Any special lights, lighting effects or fixtures shall be provided by and paid for by the Lessee as set forth in Regulation #9 above, after the express written approval of the Facilities Coordinator.

11. PROTECTION OF FLOORS. Any item to be moved across an uncarpeted floor must be carried to prevent scarring of the floor surface.

12. FEES. All fees for the Thomas Center are determined by the Gainesville City Commission and are subject to change at its discretion. The Department of Cultural Affairs has no authority to change or waive these fees; therefore, no price can be altered once the Rental Agreement has been executed. All events require payment of a \$100.00 non-refundable deposit to reserve the date. This non-refundable deposit is not transferable to other city departments or facilities. This deposit is applied to the total charge upon payment of fees and may be transferred only one time to another available date; after that it will be forfeited. Fees are due the 5th day of the month prior to the event date at the Department of Cultural Affairs. Payment of cash or checks (no credit cards accepted). Rental rates are as follows:

(A) Room Rental Fees:

	Social Fees	Meeting	Non-Profit Meeting
SPANISH COURT			
Weekday (8am-5pm)	\$23.00/hr	\$18.00/hr	\$ 12.00/hr
Evening/Weekend	42.00/hr	31.00/hr	18.00/hr
LONG GALLERY			
Weekday (8am-5pm)	19.00/hr	13.00/hr	8.00/hr
Evening/Weekend	31.00/hr	24.00/hr	13.00/hr
SPANISH COURT AND LONG GALLERY			
Weekday (8am-5pm)	36.00/hr	24.00/hr	15.00/hr
Evening/Weekend	70.00/hr	47.00/hr	24.00/hr
KITCHEN			
Weekday (8am-5pm)	16.00/hr	6.00/hr	5.00/hr
Evening/Weekend	26.00/hr	7.00/hr	6.00/hr
GALLERY A OR GALLERY B			
Weekday (8am-5pm)	7.00/hr	6.00/hr	5.00/hr
Evening/Weekend	16.00/hr	10.00/hr	9.00/hr
MEETING ROOM 102			
Weekday (8am-5pm)	11.00/hr	10.00/hr	9.00/hr
Evening/Weekend	19.00/hr	17.00/hr	11.00/hr
MEETING ROOM 105			
Weekday (8am-5pm)	Not for Rent	12.00/hr	11.00/hr
Evening/Weekend	Not for Rent	20.00/hr	12.00/hr
PORCH			
		At all times \$10.00/hr	
PERIOD ROOM			
		At all times \$30.00/hr	
HALLWAY			
		Used for anything but access \$15.00/hr	
MEZZANINE AREA			
		At all times \$15.00/hr	
PHOTO SHOOTS			
		Inside facility or in gardens for non renters-	\$50.00/hr
COMMERCIAL FILM SHOOT			
Daily Rate		\$300.00/day	
Preparation Days		\$150.00/day	

CO-SPONSORED EVENTS-ONE DAY

Under 3 Hours

\$15.00 equipment fee/\$16.00 per hour staff fee--STAFF requirements - see **(B) Staff Fee**

CO-SPONSORED MULTIPLE CONSECUTIVE DAY

Daily Rate (Event duration of 3-5 hours per day)

\$175.00 (NOTE: If space is unavailable to rent to others because of props and/or equipment set up for event—Full Daily Rate of \$225.00/day applies.)

Daily Rate (Event duration more than 5 hours per day)

\$225.00/day

NOTE: To confirm a date on the calendar

\$50.00 nonrefundable deposit for a one day event, \$75.00 nonrefundable deposit for events up to 3 days \$100.00 nonrefundable deposit for events 4 days and over. This deposit may be transferred only one time to another date, after that it will be forfeited.

The City of Gainesville, Department of Cultural Affairs, offers a co-sponsorship program to local artists for cultural events held at the Thomas Center. Each artist is limited to four events per calendar year. Local non-profit organizations may contract with artists outside the Alachua County area to perform a cultural event at the Thomas Center.

A co-sponsored event is a cultural event—musical, performing arts, film series, lecture that is promoted on radio, TV or newspaper and open to all and where chair set up is auditorium style. Any reception must be limited to one-half hour. The City will not co-sponsor events that preach or espouse a particular religious point of view, promote political, social, or moral opinions or are strictly fundraising events.

The City does not co-sponsor fundraisers or social events. A social event is a reception and/or dinner event where people interact with one another, entertainment may be provided secondarily; the host usually invites guests. A fundraiser may take various forms; auction, party, sales event whose main function is to raise funds for a particular organization.

State tax of 6.25% is charged on all rental fees. Non-profit organizations must present proof of tax-exempt status when rendering payment of rental fees.

Rental fees must include the total duration of time for access required by caterer, agent or user, as well as sufficient time for complete clean-up of the leased premises. One hour set up and one and a half hour for clean up is required.

(B) Staff Fee. Fees listed above are for the use of the area and do not include the cost of staff required to cover the event. Staff fees for events that occur during non-business hours are as follows:

\$16.00 per hour for each staff person (plus tax).

One staff person is required for events accommodating up to 100 people; 100 to 200 people will require two staff persons; events with over 200 people will require three staff persons. Staffing fees must include the total duration of time for access required by caterer, agent or Lessee, as well as sufficient time for complete clean-up of the leased premises. State tax of 6.25% is charged on all staff fees. Non-profit organizations must present proof of tax-exempt status when rendering payment of Staff fees.

(C) Rehearsals. Rehearsals may be arranged after business hours for a fee of \$16.00 per hour.

(D) Pianos. The grand piano in the Spanish Court may be rented for the fee of \$42.00, plus tax. The upright piano is available at \$21.00, plus tax. Use of either instrument must be requested in advance and duly noted in the Rental Agreement. Special tuning requested or needed for an event will be done by a designate of the Department of Cultural Affairs.

(E) Equipment Costs. Equipment costs are as follows:

Tables	\$6.00 each
Chairs:	
brown padded:	\$1.00 each
wedding white:	\$2.00 each
Podium	\$25.00
Overhead Projector and Screen	\$20.00
Slide Projector and Screen	\$20.00

State Tax is charged on all equipment fees.

(F) Security Deposit. Lessee shall deposit with the Department of Cultural Affairs a security deposit in the amount of \$300.00 by the 5th day of the month prior to the event date.

13. REFUND POLICY. In the event of cancellation of a scheduled event, a refund of monies paid will be disbursed, governed by the following conditions:

(A) Reservation Deposit. The reservation deposit is non-refundable.

(B) Rent, Building Staff Fees. Refund of paid rent and Staff fees are subject to the following:

50% will be refunded when notice is provided 10 or more BUSINESS DAYS in advance of date of event.

25% will be refunded when notice is provided less than 10 BUSINESS DAYS in advance of date of event.

(C) Security Deposit. The Department of Cultural Affairs shall have the right and option of applying any or all portion of the security deposit to the cost of cleaning/repair of leased premises, and/or to pay for staffing during hours of access extending beyond those contracted for and to cover loss of revenue resulting from extended use of the Thomas Center. Refund of security deposit will be initiated within five (5) business days following the scheduled event. Notice of this procedure and deduction(s) made to the security deposit will be sent to Lessee, confirming in writing

the amount of such deduction(s) and the reason therefore. Any damage requiring written estimate of repairs will entail withholding of Lessee's security deposit until said estimates have been received by the Department of Cultural Affairs and the exact amount required for the necessary repair may be determined.

In the event Lessee shall faithfully perform the terms of the lease, City of Gainesville Finance Department shall refund to Lessee said security deposit or balance thereof not applied by the Department of Cultural Affairs in discharge of Lessee's obligations.

14. NON-PAYMENT OF FEES AND DEPOSITS. Non-payment by Lessee of any fees and deposits by the date(s) due as stated in Regulation #12 of these Building Use Regulations may, at the discretion of the Department of Cultural Affairs, void the Rental Agreement. This voiding of the agreement will be made without requirement of written notice to the Lessee and will be binding upon the Lessee.

15. CITY, STATE AND FEDERAL LAWS. The Lessee in conducting any performance, public or private meeting, or in giving any lecture or concert shall conform to, comply with, and abide by all laws of the United States and the State of Florida, the rules and regulations of all State and Federal boards and bureaus, the ordinances of the City of Gainesville, and regulations of the Fire Department, the Board of Health and the City of Gainesville Department of Cultural Affairs.

16. FIRE CODE ENFORCEMENT. Aisles shall be used only for passage to and from seats and shall be kept unobstructed at all times in accordance with fire codes. The Lessee shall not transact nor allow the transaction of any business on the premises, nor keep thereon anything that will increase the rate of the fire insurance on the building, nor conflict with the provisions of the insurance policies on the building or any part thereof. The Lessee shall not use nor permit the use upon the premises of any substances of a hazardous nature, such as explosives or highly flammable material or candles.

17. DEPARTMENT'S RIGHT TO ENTRY. The Department of Cultural Affairs shall have the right to enter the Leased Premises at reasonable time for the purpose of making necessary repairs or inspections to ensure that the conditions of the Agreement are being fulfilled. Any discrepancies of the Agreement's condition will be brought to Lessee's attention, upon which Lessee will rectify said discrepancies as speedily as is practicable.

18. PRIOR DAMAGE OR DESTRUCTION OF PREMISES. In the event the building or any part of the Leased Premises shall be destroyed or so damaged by fire or other casualty as to make the Leased Premises totally or partially unfit for use, the Department of Cultural Affairs shall have the option either to repair such damage or to cancel the Agreement, in which event rental fees collected shall be returned to Lessee.

19. USER PROPERTY INSURANCE. Property insurance does not cover any item in the building that is not the property of the City of Gainesville. Lessee and its agents, caterers or employees are responsible for insuring the safety of all items brought into the Thomas Center. The City of Gainesville and the Department of Cultural Affairs assume no responsibility and no liability whatsoever for the loss of or damage to property of the Lessee, its agents, caterers or employees.

THOMAS CENTER GARDENS

The Thomas Center Gardens include all outdoor areas surrounding the Thomas Center, the Grace and Sidney Knight Children's Theatre, Turtle Court, Gardens West and Sculpture Gardens. The term "Thomas Center Gardens" will include all areas unless otherwise specified.

20. RATES. The following rates are for use of the Thomas Center Gardens:

West Gardens	
Weekday (8am-5pm)	\$30.00/hr*
Weekday evenings	30.00/hr*
Weekends	31.00/hr*
Theatre or Turtle Court	
Weekday (8am-5pm)	\$15.00/hr
Weekday evenings	20.00/hr
Weekends	26.00/hr

Cost listed above includes one staff person. State tax is charged on the above fees.

*An additional fee of \$20.00 per hour will be assessed for up to 100 additional people and for every 100 thereafter.

One staff person is required for events accommodating up to 100 people; 100 to 200 people will require two staff persons; events with over 200 people will require three staff persons.

21. RAIN DATE. At the time an event is scheduled in the Gardens, a rain date should also be requested if desired. Failure to do so may result in cancellation of the scheduled event at the discretion of the Lessee or the Department of Cultural Affairs with no refund of monies paid for staff persons hired to cover the event.

In the event of rain, cancellation of a scheduled event must be given to the Department of Cultural Affairs no later than twenty-four (24) hours prior to an event scheduled to take place on a weekday. Events scheduled to take place on a weekend must be canceled no later than 12:00 P.M. on the Friday preceding the scheduled event. Failure to provide required notice of cancellation will result in a charge of staff fee against the prepaid security deposit for staff persons scheduled for duty during the scheduled event. Cancellation of an event with proper notice will result in a full refund of monies paid, with the exception of the deposit, if no rain date is selected.

22. SECURITY DEPOSIT. Lessee shall deposit with the Department of Cultural Affairs the 5th day of month prior to event date a security deposit in the amount of \$75.00 for events scheduled in the Thomas Center Gardens. See Section 13 regarding security deposit refund policy.

23. MINORS. Children under the age of ten (10) attending or performing in a scheduled event must be accompanied at all times by parent or guardian and under supervision at all times.

24. FIRES. Fires, candles, sparklers or other ignited objects will not be permitted.

25. VEHICLES. Vehicles will be confined to driveways only. No vehicle, trailer or other heavy equipment may traverse or be placed upon grass or planted areas.

26. NOISE. Events with a high noise level, such as those using amplified sound, are restricted to Friday, Saturday and Sunday. Application for noise permit is required for amplified sound and is limited to hours between 9:00 A.M. and 11:00 P.M. Friday and Saturday, and between 9:00 A.M. and 10:00 P.M. on Sunday. Events of a quiet nature may be scheduled for weekday evenings.

27. INSURANCE. Producer/person in charge of event must provide liability insurance and hold the City of Gainesville harmless.

28. OPERATIONAL SCHEDULE. The Thomas Center will be closed on City of Gainesville designated holidays. Rental event hours begin at 7 A.M. and end at 12 A.M.