

CITY OF GAINESVILLE
DEPARTMENT OF CULTURAL AFFAIRS
302 N.E. 6th Avenue * Station 30, P.O. Box 490 * Gainesville, FL 32602
(352) 334-5064 Phone * (352) 334-2144 Fax

**BUILDING USE AGREEMENT
THOMAS CENTER BUILDING A**

This Agreement is made this _____ day of _____, 20____, by and between the City of Gainesville, Department of Cultural Affairs (hereinafter called 'Department') and _____ (hereinafter called 'Lessee').

WITNESSETH:

In consideration of the mutual covenants herein contained, the Department does hereby allow the Lessee to use the Leased Premises described in Paragraph 4 at Thomas Center Building A, located in the City of Gainesville on property at the street address of 302 N.E. 6th Avenue, under the following terms and conditions:

- PERIOD OF USE AND LEASED PREMISES.** The terms of this use agreement shall run consecutively from _____ to _____ on the day of _____, 20____, and shall be for rooms _____ This time allowance includes preparation and cleanup time.
- NUMBER OF PEOPLE EXPECTED.** Lessee hereby states that the following number of people are expected for the event: _____
- DESCRIPTION OF EVENT.** Lessee hereby agrees that the following is an accurate description of the event: Type of event _____ Type of music: _____ Will food be served? Yes ___ No ___ . Has caterer executed separate use agreement? Yes ___ No ___ Caterer (name and phone) _____ Will alcoholic beverages be served? Yes ___ No ___ City, its officers, agents and employees shall not be held liable for violation of Florida Statute Chapter 562, which prohibits service of alcohol to minors. Lessee agrees to uphold this law and absolves the City of any liability resulting from such violation.

4. FEES FOR USE OF THOMAS CENTER AND/OR GARDENS. The Department and Lessee hereby agree to the following fees for the period of use of the Thomas Center and/or Gardens:

AREA RENTED:

Spanish Ct. ___ Long Gallery ___ SPT/LG ___ Kitchen ___ Porches ___
Room 102 ___ Room 105 ___ Gallery A ___ B ___ Hallway ___
West Lawn ___ Turtle Court ___ Period Room ___ Mezzanine ___
Equipment ___ Chairs \$ ___ Tables \$ ___
Use of Piano requested: Grand ___ Upright ___
Rehearsal Time Scheduled _____
Building Attendant(s) Needed _____

Area Rental Fee \$ _____
Equipment Rental Fee \$ _____
Piano Rental Fee \$ _____
Rehearsal Fee \$ _____
Building Attendant Fee \$ _____
State Tax (6%) \$ _____

Total Rental Fee: _____
Less reservation deposit prepaid: Receipt # _____, \$100.00

- SECURITY DEPOSIT.** In addition to the rental and other sums herein agreed to be paid by Lessee to Department, Lessee shall deposit with Department a security deposit in the amount of \$300.00 due the 5th day of the months prior to event date.
- INDEMNIFICATION.** Lessee agrees to indemnify fully and save and hold harmless City of Gainesville, its officers, employees and agents, against all damage, claims, liabilities and causes of action of every kind and nature, to the extent they are caused by the conduct of the Lessee, its visitors, agents or employees. Department shall give Lessee prompt and reasonable notice of any such claims or actions and Lessee shall have the right to investigate, compromise, and defend the same to the extent of Lessee's own interest.
- WAIVER OF CLAIMS.** Department and its agents, employees and contractors shall not be liable for, and Lessee hereby releases all claims for, damage to or loss of personal property sustained by Lessee or any person claiming through Lessee resulting from any fire, accident, occurrence, theft in or upon the Leased Premises or building of which they shall be a part, or of adjoining or contiguous property of buildings, provided same are not due to negligence of Department, its agents or employees. The Lessee and Department agree that nothing in this contract shall be interpreted as waiver of the City's sovereign immunity under 768.28 Florida Statutes.
- BUILDING USE REGULATIONS AND FEES.** Department and Lessee acknowledge receipt of the Building Use Regulations, Thomas Center Building A, currently in effect, and Lessee hereby agrees to each and every regulation contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement for the uses and purposes herein contained on the day and year first above written.

LESSEE

WITNESS (Not Related to Lessee)

BY: Department Designee

DEPARTMENT OF CULTURAL AFFAIRS

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 Building Use Agreement between the Department of Cultural Affairs; Building Supervisor 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 that 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 Building Use 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 Building Attendant fee, at the rate as stated in Section 12(b). These additional fees shall be charged and may be taken from the damage 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. BUILDING ATTENDANT.** 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. Building Attendants 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 Building Attendant 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 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 Building Supervisor.

(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 Building Supervisor.

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 Building Supervisor.

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 their discretion; however, no price will be altered once the Building Use Agreement has been executed. All events require payment of a \$100.00 non-refundable deposit to reserve the date. This deposit is applied to the total charge upon payment of fees. Fees are due the 5th day of the month prior to the event date, at the Department of Cultural Affairs. Rental rates are as follows:

(A) Room Rental Fees:

	Social Fees	Meeting	Non-Profit Meeting
SPANISH COURT			
Weekday (8am-5pm)	\$22.00/hr	\$17.00/hr	\$ 9.00/hr
Evening/Weekend	40.00/hr	30.00/hr	17.00/hr
LONG GALLERY			
Weekday (8am-5pm)	18.00/hr	12.00/hr	6.00/hr
Evening/Weekend	30.00/hr	23.00/hr	13.00/hr
SPANISH COURT AND LONG GALLERY			
Weekday (8am-5pm)	35.00/hr	23.00/hr	13.00/hr
Evening/Weekend	65.00/hr	45.00/hr	23.00/hr
KITCHEN			
Weekday (8am-5pm)	15.00/hr	6.00/hr	5.00/hr
Evening/Weekend	25.00/hr	6.00/hr	5.00/hr
GALLERY A OR GALLERY B			
Weekday (8am-5pm)	7.00/hr	6.00/hr	5.00/hr
Evening/Weekend	15.00/hr	10.00/hr	9.00/hr
MEETING ROOM 102			
Weekday (8am-5pm)	10.00/hr	9.00/hr	5.00/hr
Evening/Weekend	18.00/hr	17.00/hr	9.00/hr
MEETING ROOM 105			
Weekday (8am-5pm)	Not for Rent	10.00/hr	6.00/hr
Evening/Weekend	Not for Rent	20.00/hr	12.00/hr
PORCH			
PERIOD ROOM			
HALLWAY			
MEZZANINE AREA			
PHOTO SHOOTS			
COMMERCIAL FILM SHOOT			
Daily Rate	\$700.00/day		
Preparation Days	\$300.00/day		

State tax of 6% 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.

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

\$50.00 for the first three hours per staff person.
\$12.00 per hour for each additional hour, per 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% is charged on all building attendant fees. Non-profit organizations must present proof of tax-exempt status when rendering payment of Building Attendant fees.

(C) Rehearsals. Rehearsals may be arranged after business hours for a fee of \$12.00 per hour.

(D) Pianos. The grand piano in the Spanish Court may be rented for the fee of \$40.00, plus tax. The upright piano is available at \$20.00, plus tax. Use of either instrument must be requested in advance and duly noted in the Building Use 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 is as follows:

Tables	\$5.00 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 Attendant Fees. Refund of paid rent and Building Attendant fees is 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 Building Use 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.

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	30.00/hr*
Theatre or Turtle Court	
Weekday (8am-5pm)	\$15.00/hr
Weekday evenings	20.00/hr
Weekends	25.00/hr

Cost listed above includes one Building Attendant. 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 Building Attendant 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 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. TENTS. Tents or similar structures may be left in place no longer than a 72-hour period, and must have prior approval of the Department of Cultural Affairs. \$25.00 per hour will be charged for hours over this limit. A \$250.00 refundable security deposit (in addition to the \$75.00 regular security deposit is required when a tent is installed. Application for a tent permit may be required.

27. 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.

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