

LAKEWAY ACTIVITY CENTER
POLICY MANUAL
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MEMBERSHIP PRIVILEGES

Members of the Lakeway Activity Center receive discounts on classes and events. Additionally, members receive early registration/priority seating on events which tend to sell out quickly. Members also receive free notary (with appointment), free local faxes, (discounted long distant), free scans sent to e-mail and discounted copy fees. Becoming a member also helps support our free concert series and other events at the Lakeway Activity Center and at the Lakeway Parks. Membership groups are able to utilize the facility at no charge during normal business hours. Restrictions are listed under Membership organizations.

FEES, RENTALS, DEPOSITS, AND OTHER CHARGES

ACTIVITY CENTER MEMBERSHIP FEES:

Memberships are purchased per household per calendar year. Resident and Non-Resident members receive discounted admission and/or early registration to some of the center's special events. Proof of residency is required at the time of membership purchase or renewal of membership for verification of residency.

Resident Membership, Individual (Lakeway Resident/Property Owner)	\$30
Resident Membership, Household (Lakeway Residents/Property Owners)	\$50
Non-Resident Membership, Individual	\$80
Non-Resident Membership, Household	\$120

RENTAL FEES:

Co-Sponsored Events and Membership Organizations (rental fee waived):

Co-Sponsored Events (Events co-sponsored by the Activity Center with other organizations)

- Revenue shall be split between the Activity Center and the co-sponsored organization.
- Items which are approved and purchased for events become the property of the Lakeway Activity Center.
- The Activity Center and the co-sponsored organization should profit from the event after all expenses have been paid. If revenue is less than expenses, the co-sponsored organization shall be responsible for reimbursing the Lakeway Activity Center for expenses incurred by the Center. Adjustments shall be made to ensure the event is profitable in future years, if the event is to continue.

Membership Organizations (Meetings and events given by community organizations that 100% of their members are also members of the Activity Center)

- Room usage fee is waived, all other fees apply (equipment, linens, projectors, etc).
- Requests for reservation must be in writing.
- Membership organizations are designed to encourage community involvement.
- There may be occasions where the group may be asked to relocate to another room, or with reasonable notice of 30 days or more not meet if a revenue generating event is scheduled.
- Summer months (June and July) are scheduled as available to allow for youth summer camps.
- Membership Group organization hours are Monday through Friday from 8am-5pm, Monday and Thursday nights until 9pm. Membership groups meeting after 6pm will pay a \$20 after hours fee.
- Membership organizations are allowed to meet a maximum of 3 hours per week, Monday through Friday between 8am-12pm or 1pm-4pm, and Monday or Thursday nights between 5pm-9pm. Space is subject to availability. One person will be designated as a point of contact for the Membership organizations. They will be responsible for signing the contract and will provide their name and phone number to be published on the city website for membership inquiries. Additionally, they will be responsible for providing a list of their organization members by

January 5th of each year for Activity Center membership verification and ensuring their organization maintains the 100% membership requirement throughout the year.

- The list of the membership organization shall include the names, e-mail address, phone number, and street address of each participant.
- The Activity Center will provide an Attendance Roster at each meeting in order to account for attendance. Visitors are allowed to attend 2 sessions before being added to the organizational roster.
- Membership organization meetings will be scheduled annually up to 14 months in advance, and must meet the 100% membership requirement by the end of January of each year.
- Business organizations are excluded from this category.
- Organizations who choose not to use the Center at their scheduled time must cancel their reservation in writing or by e-mail at least 48 hours prior to the event date. Failure to do so will result in a letter of notification from the Activity Center. If three such letters are necessary within a calendar year, the organization will forfeit future use of the Center.
- **Membership Organizations (Party Groups)** who have catering, alcohol, professional entertainment, dj and/or bands and wish to secure the facility on requested days may reserve the facility Monday-Friday 8am-12pm (excluding holidays) up to 14 months in advance and pay 50% off the Base Rental Rate. The security deposit and after hour fee will be waived, and the four (4) hour minimum will be adjusted to actual usage time. The membership organization will be responsible for reimbursement of costs resulting from damages to building, equipment, or requiring excessive cleaning, ten (10) working days after the event. Failure to do so will result in loss of membership organization privileges.

Youth Organizations

- Youth organizations may hold meetings at the Center free of charge on recommendation of the Activity Center Manager and provided space is available.
- With reasonable notice, there may be occasions when the group may be asked to relocate to another room, or not meet if a revenue generating event is scheduled.
- Summer months (June and July) are scheduled as available to allow for youth summer camps.
- One youth leader will be designated as a point of contact for the organization. The leader will be responsible for signing the contract, and providing a list of attendee's names with parent's phone numbers and e-mail addresses.

Base Rental Rate Exceptions:

Discounts:

- Members receive a 10% discount on room rental rates and a discount on classes only.
- Lakeway residents who are also Activity Center members, receive a 50% discount once per year for their own family/personal facility rental event. Commercial businesses and holiday weekends are excluded.
- Memberships must be active for at least 90 days or have an annual membership renewal history in order to book an event and/or qualify for the 50% rental discount.
- Charitable organizations who provide a 501(c)(3) form will receive a 10% discount. Holiday weekends are excluded.
- Lakeway HOA's and POA's: the 4-hour minimum rental requirement is waived.

Commercial:

- Meetings/events/parties held by organizations or individuals for commercial business purposes pay 1.5 times the Base Rental Rate.
- Organizations which contract annually on a weekly basis receive a 25% discount off the commercial rate.

- Organizations which contract annually on a monthly basis receive a 20% discount off the commercial rate.

Additional Fees:

- Holiday: Holiday weekends are booked at double the room rental rate. No discounts apply for events booked on holiday weekends.
- Administrative Fee: An additional \$25 fee will apply for any changes made to the contract or room set-up for each change made ten (10) working days or less prior to an event.
- After Hour Fee: Membership organizations and youth organizations which schedule after 5pm will be charged a \$20 fee for staffing each night of use.
- Penalty Fee: Reservations which exceed the contracted rental time will be charged double the Base Rental Rate in hourly increments.
- Cleaning Fee: A \$200 cleaning fee will be charged if the facility is left in an unsatisfactory condition and excessive staff time is required to clean the facility.
- Damages: Charges shall be incurred for damages to items and / or the facility. Fees will be determined by replacement/repair costs and time involved for repair.

RATES AND RENTAL SCHEDULE

<u>Rooms</u>	Base Rental Rate
Room A	\$90/hr
Room B	\$90/hr
Room C	\$90/hr
Banquet Hall (ABC)	\$250/hr
2/3 Hall (AB or BC)	\$180/hr
Banquet Hall-Double Base Room Rental Rate past reservation time + \$25 administrative fee no discount	
Banquet Hall-Double Base Room Rental Rate on holiday weekends	
Room D	\$45/hr
Room E	\$35/hr
Room F	\$75/hr
Courtyard (booked with room A, B, C or F)	\$250/event
Kitchen	\$250/event
Dressing Rooms (2) two available	\$100/event
Lobby	\$100/event with room rental
Heritage Center (booked only as overflow for the Activity Center)	\$75/hr
<u>Equipment</u>	
Upright Piano	\$25/event
Grand Piano	\$150 (requires deposit)
Computer Projector	\$25/event
Large Screen TV (1) portable, (1) lobby	\$25/event
Theatrical Lights and/or Sound System*	\$75/event; tech required
*A/V Technician	\$35/hr 1st 2 hr; \$50/hr >2 hr
Headset (8)	\$15/day each
Microphones (4 hand held, 8 studio mics)	\$10/each
Rolling Bar	\$50/event
Easels (2)	\$5/each
Disco Ball	\$50/event
Stage Extensions (8)	\$50 ea

<u>Equipment (continued)</u>	
Risers (7)	\$35/ea
Cocktail table halo lights (10)	\$4/ea
Large glass vases (17)	\$2/ea
Small glass vases (20)	\$2/ea
Flaming candles, dimmable w/ remote (30) require 2 AA batteries each	\$3/ea(\$1 off-using own batteries)
<u>Linens</u>	
Round Linens (white or black)	\$15 ea
Rectangle linens (white or black)	\$15 ea
Napkins (white)	\$0.50 ea
Card table linens (white)	\$15 ea
Cocktail Linens(white)	\$15 ea
Cocktail linen caps (white/black)	\$4 ea
Chair covers (white)	\$3/ea (\$1off if renter installs)
Skirting	\$15/table
<u>Kitchen Items</u>	
Chafing dish (6)	\$15/ea
100 Cup Coffee Maker (3)	\$10/ea
50 Cup Coffee Maker (2)	\$10/ea
Tea/Water Urn (2)	\$10/ea
Water Pitchers (25)	\$0.30/ea
<u>Place Settings:</u>	
up to 10 pieces (<i>Additional per item</i>)	\$3/person
Plates	\$0.30/ea
Bowls	\$0.30/ea
Cups	\$0.30/ea
Saucers	\$0.30/ea
Knives	\$0.30/ea
Spoon, dinner	\$0.30/ea
Spoons, soup	\$0.30/ea
Forks	\$0.30/ea
Water Goblets	\$0.30/ea
Wine Goblets	\$0.30/ea
Dessert plates	\$0.30/ea
Fruit Bowls	\$0.30/ea
Rolled napkins w/spoon, knife, fork	\$3/each
<u>Staffing:</u>	
Busing Tables/Cleaning Fee	\$200
AV Technician	\$35/hr 1st 2 hr; \$50/hr >2 hr
Cleaning Fee	\$200
*A/V Technician	\$35/hr 1st 2 hr; \$50/hr >2 hr

Rentals are a 4 hour minimum.

Lakeway HOA's and POA's: Minimum hours waived to actual usage time. No security deposit required.

Discounts (rental fee only)

Activity Center Member - 10% discount off Base Rate

Lakeway Resident - renewing or has had existing membership receives 50% discount once a year*

Non-Profit - 10% off Basic Rate with 501 (c)(3) form

Commercial Rate – is 1.5 times the Base Rental Rate

Annual Contract (weekly meetings) - 25% off Commercial Rate

Annual Contract (monthly meetings) - 20% off Commercial Rate

***Memberships are required to be renewing members or active at least 90 days prior to booking for rental discount to apply**

All rentals are based on a four (4) hour minimum x hourly rate = rental rate. Additional hours will be calculated or prorated using the appropriate room rate.

All events using the Activity Center's dinnerware, flatware, and glassware will be required to rent the kitchen. Any breakage/loss will be added to the final bill.

DEPOSITS

At contract signing, Lessee agrees to pay 50% of the facility rental fee. The remaining balance (remaining facility rental fee and equipment rental, if applicable) and refundable security deposit (\$200-\$2,000 depending on size and type of event) is due ten (10) business days prior to the event. If the contract is signed within ten (10) business days of the scheduled event, 100% of the rental fee, a \$25 administrative fee, and the security deposit is due. A 3% non-refundable convenience fee will be applied on security deposits paid with a credit card.

The City shall not be precluded from further claims for the actual cost of repairing any damage that may be done to the building, fixtures, furniture, or equipment. Any balance remaining from the security deposit will be refunded. If a contract is canceled by the Activity Center at any time, the full deposit and security fee will be refunded.

Provided Lessee cancels the contract at least 90 days prior to the rental date, the rental fee will be refunded (less a \$25 administrative fee). Cancellation between 89 and 30 days, half of the rental fee collected will be refunded, within 30 days of the event will result in forfeiture of the entire facility rental fee. The full amount for the security deposit (if applicable) will be refunded.

BASIC RENTAL

The basic rental includes the facility space, set-up/tear-down of tables and chairs, electric power, Wi-Fi, lights, heating, air-conditioning, water, tables, chairs, and basic custodial services. Failure to provide any of these due to circumstances beyond the control of the Activity Center will not be considered a breach of contract. All amounts owed for rental fees and security deposits are due ten (10) business days prior to the event. A \$25 administrative fee shall be assessed for each change made after that time.

Activity Center telephones are reserved exclusively for Activity Center business. Activity Center telephone numbers may not be published as an official show, event, or convention number.

As a courtesy, a public phone is available in the lobby for local and emergency calls.

The cost to repair or replace damaged items and other charges applied to Lessee are due ten 10 business days after the event. Payments received afterwards will be assessed a late fee of \$10 per day. Past due accounts will be turned over for collection.

AUTHORITY TO ESTABLISH ALL FEES, DEPOSITS, RATES, AND RENTAL SCHEDULES

The Parks and Recreation Director is vested with the authority to establish all fees, deposits, rates, and rental schedules related to the Activity Center and ensure these Activity Center fees, deposits, rates and rental schedules will be denoted in the Activity Center Policies Manual and reported to the City Manager.

SPECIAL RATES AND EXCLUSIONS

The Activity Center Manager may, with the approval of the Parks and Recreation Director, negotiate special rates, handle contractual matters, and establish charges for rental services not specifically outlined.

Fees may be waived for events which benefit the entire Lakeway community with the following criteria:

- approved by the Parks & Recreation Director or City Manager
- must be for informational purposes
- must be open to the public
- does not charge an admission fee
- is not for fundraising or sales
- provides for local governmental or community service organizations

Rentals may be declined when it is determined that the event would be detrimental to the health, safety, or welfare of the residents of the City, expose the City to an unreasonable risk of liability, or create undo hardship for the residents of the City.

SCHEDULING

CONTRACT FOR USE OF ACTIVITY CENTER

Contractual agreements must be booked through the Activity Center Administrative Office. Contracts for the Activity Center shall be issued in printed form. No verbal agreement for the use of the Activity Center shall be binding upon either party. The Activity Center Manager or his designee shall require the Lessee to provide adequate information so proper staffing and management of any event can be determined. Such information must be provided ten (10) business days in advance of the event. Services, furniture, and equipment requested by Lessee are subject to the limits of current inventory.

The hours shown on the Facility Use Agreement will cover the entire time for the Lessee to decorate, set up, conduct the activity and clean up after use. The facilities must be vacated promptly at the conclusion of the time specified on the agreement. Occupancy beyond the time specified will result in **double the hourly Base Rental Rate** and the Lessee is subject to **lose the deposit** for additional time **past midnight**.

Use of the facilities is on a first-come, first-serve basis and may be booked up to one year in advance. All reservations must be made at least ten (10) business days prior to rental date or otherwise be assessed a \$25 administrative fee (for all categories).

Booking an event at the Activity Center is considered confirmed when an Activity Center contract has been executed and the deposit paid. The Activity Center will hold a temporary booking for five (5) business days.

ADVERTISING AND SELLING OF TICKETS FOR CO-SPONSERED EVENTS

A signed Activity Center contract and the appropriate deposit, if applicable, must be received by the Activity Center Manager prior to the sale of admission tickets and the release of any publicity for an event scheduled in the Activity Center.

ASSIGNMENT

Lessee shall not assign the lease agreement or sublet the premises.

RECURRING MEETINGS

Requests for recurring meetings for groups/organizations must be made by January 5th of each year in order to receive the annual discount.

RESERVATIONS BY MEMBERSHIP ORGANIZATIONS (WAIVED RENTAL FEE)

Requests for reservations must be made in writing. Membership organization meetings will be scheduled annually, and at the 100% membership requirement by the end of January each year or are subject to termination.

BUILDING USE POLICIES

GENERAL

Open flames or fog machines are not allowed. Lessee may be subject to false alarm fee if alarm switch is pulled without cause.

Damage to the Activity Center's property or equipment shall be the responsibility of the Lessee and/or organization causing such damage. Lessee is invited to inspect leased areas prior to set-up and following take-down. Damages should be reported immediately to Activity Center Management.

Gum is not permitted at the Activity Center.

Glitter, rice, confetti, or other granular material may not be used on the premises-no exceptions. Birdseed may be used outside.

Animals and pets are not permitted (with exception of Seeing Eye, law enforcement, and handicapped assistance dogs) in the building except in conjunction with an approved exhibit, display, or performance legitimately requiring use of animals.

The Activity Center's permanent graphics, signs or displays may not be visibly blocked in any manner. Temporary signs may not be repositioned unless previously arranged with Activity Center Management.

Permanent planters and furniture in public areas are moved or repositioned upon approval of the Activity Center Manager.

Smoking is not allowed inside the Activity Center. There are smoking receptacles located in the courtyard and front entrance of the Activity Center.

Only Activity Center personnel are allowed to move wall dividers, operate thermostats, adjust lights, and lock/unlock doors.

House lighting, ventilation, and heat/air conditioning will be provided during the lease period. Energy conservation is of prime concern. Ventilation and air conditioning will be provided to reduce the risk of heat related illnesses.

All carts used to unload/load in the Activity Center must have rubber or neoprene tires. Metal wheels are not permitted. All booms and scissor lifts must have non-marking tires or tires must be wrapped. If outriggers are used, there must be a 2" wood block and carpet between the outrigger and the floor. Lessee must get prior approval from Activity Center Management if there is any risk to flooring in the Activity Center.

Individuals, groups, or organizations without caterers who wish to use the kitchen's refrigerator and counter space only will be charged to use the kitchen. This limited use of the kitchen must be associated with the reservation of some other room in the Activity Center and upon manager approval only.

The breakroom is open to the public and has a refrigerator, microwave and counter space and is available to be utilized at no charge.

With prior approval from Activity Center Management, individuals and organizations may post notices on the cork bulletin board located in the back hallway.

Intoxication, abusive or profane language, offensive gestures or displays, threats, assault, vandalism, unreasonable loud noise, fighting, theft, horseplay, speeding, reckless use of vehicles or equipment, use or possession of illegal or controlled substances of any kind, and all other inappropriate actions will result in immediate removal from the premises and prosecution, if warranted.

The user is responsible for providing all necessary licenses for their activity.

Any music outside of the facility must have prior approval from Activity Center Management and is subject to the City's noise ordinance and time restrictions.

DECORATING GUIDELINES

Activity Center Management will work with any individual, group, or organization in regards to decorating in the Activity Center; however, all decorations must have prior approval from Activity Center Management before anything is put up. The following guidelines are listed to aid in planning decorations:

Decorations may not be attached to the ceiling or walls; however, they may be attached to the wooden tack strip around the ballroom walls or use removable command strips on interior partitions.

No painting may be done inside the building (This applies to decorating only).

No trimming shrubs, trees or alterations to landscape.

Users must provide their own materials such as scissors, wire, ladders, lights, pins, paper, tools, electrical extension cords, etc.

Electrical outlets are located along the walls of the facility. Do not overload electrical circuits. Any extension cord used must be properly secured to prevent tripping.

The Activity Center is not responsible for the security of your decorations.

All decorations must be fire retardant.

EXHIBITS

The Activity Center does not provide furniture and equipment for exhibit booth use. All arrangements for exhibit booth and lounge furniture should be made through a service contractor.

Any exhibit, display or other set-up/take-down labor shall be the responsibility of Lessee or their service contractors.

Lessees and their service contractors are responsible for removal of bulk trash, crates, pallets, packing material, lumber, etc., prior to the event opening and following move-out.

CATERING AND ALCOHOL SERVICES

FOOD SERVICE:

Except as approved by the Activity Center Manager, all caterers must be selected from the City's Approved Caterer's list. Caterers not on such list must obtain approval from the Activity Center by filing appropriate papers at least two weeks prior to the event. Caterer approval applications are available at the Activity Center.

- Any food items provided to the general public will be subject to the Food Service and Food Product Ordinance of the City, and any other local and state laws pertaining to food service must be adhered to.
- Lessee may rent the kitchen and provide their own caterer. Kitchen will be secured once the caterer has left the facility.
- All caterer's/Lessee's will be responsible for cleaning off tabletops, removing all trash, decorations, etc. and placing trash in the facility dumpster.
- Lessee's/caterer's using the Activity Center's kitchen will be responsible for cleaning all equipment, sinks, countertops, etc. before leaving.
- Lessees/caterers using the Activity Center's dinnerware, flatware or glassware are required to bus all dishes from ballroom to kitchen, scrape off excess food, thoroughly pre-wash all items, and stack all dishes for washing.
- Any breakage/loss will be billed to the Lessee.

Failure to follow these procedures will result in a \$200 cleanup fee added to the Lessee's bill.

- The ice machine located in the main kitchen area may be used by Lessee; however, the machine is solely for supplemental purposes and is not intended to be a primary source of ice supply for an event. Individuals and caterers are responsible for their own ice supplies.
- All events using the Activity Center's dinnerware, flatware, and glassware will be required to rent the kitchen for staging purposes and use of dishwashers in order to ensure accountability and cleanliness.

ALCOHOL SERVICES:

- Anytime alcohol is sold to the general public at the Activity Center and the event is ticketed, the City will receive \$75 or \$2.00 per person, whichever is greater, from the Alcohol Vendor.
- On a non-ticketed event, the City will receive \$25 an hour from the Alcohol Vendor if beer/wine is served or \$50 an hour when all forms of alcohol are served.
- The Alcohol Vendor shall provide proof of liability insurance acceptable to the City that includes coverage for liquor-related liability and names the City as an additional insured.
- All local and state laws pertaining to alcoholic beverages must be adhered to.
- Payment for the amount owed is due within ten (10) days after the event.
- Payments received after the ten (10) days will be assessed a late fee of \$10.00 per day. If payment is not received after thirty (30) days, the vendor's right to use the Activity Center will be canceled.
- Reinstatement of vendor's privileges will require full payment of outstanding balances and approval of the Activity Center Manager.

If Lessee intends to serve alcoholic beverages at an event, but not to sell the beverages, the following shall apply:

- Lessee must sign an alcohol release form in order to have alcohol on the premises of the Activity Center.
- The City shall consider such factors as the number of attendees, any publicity given for the event, and the type of event in determining whether to require the use of such a Vendor. Whether or not such a Vendor is required, the Lessee shall sign documents releasing and holding the City harmless from any and all damage, and indemnifying the City from any claims or damages arising out of the service of alcohol at the event.
- The Lessee shall be responsible to monitor and control the use of alcohol at the event, and shall promote the use of designated drivers, taxicabs and/or uber, as necessary.
- Lessee's shall comply with all applicable laws pertaining to the use of alcoholic beverages, and shall be responsible for ensuring compliance by all those in attendance at the event.
- Alcohol vendors may bring their own glassware; however, if the Activity Center's glassware is used, the fee is \$0.30 per glass. After use, vendors will clean the tables and stack all glassware in portable dish washer racks provided by the Activity Center.

SAFETY AND SECURITY

GENERAL

Lessee's event managers, exhibitors, service contractors, and all other involved parties must comply with all Federal, State, and Municipal fire codes that apply to places of public assembly. Failure to comply with this provision can result in the Lessee receiving a written citation.

- All exit doors of the building must remain unlocked, unobstructed, and in proper operating condition; exit signs must function properly and be visible from all areas.
- All exits, hallways and aisles leading from the Activity Center are to be kept clear and unobstructed at all times.
- The use of open flames, flammable liquid, or material under high pressure is prohibited. Candles in globes on tables are permitted (No pillars, tapers, triple-wicks or floating candles).
- There shall be no obstruction blocking exit doors from the outside of the Activity Center, such as autos parked in doorways or barricades across sidewalks.
- No vehicles shall be parked in the fire lanes or the loading/unloading dock area outside the Activity Center. Unauthorized vehicles will be towed at owner's expense.
- Fire fighting and emergency equipment may not be hidden or obstructed, including fire extinguishers and fire hose cabinets, fire alarm pull station and stand pipes.
- All electrical equipment must be UL approved.
- All service contractors, event related working personnel, temporary labor, and volunteers should enter and exit the Activity Center through designated entrances and have proper identification.
- Proper aisle space is required in, around, and through an event for the safety of the occupants of the Activity Center. Aisle space will be determined in advance of the event by Activity Center Management.
- Security arrangements are subject to the approval of Activity Center Management. Additional security may be required as needed at the discretion of Activity Center Management.
- Electrical needs beyond the Activity Center's existing electrical wall outlets will require the services of a licensed electrician hired by the Lessee and approved in advance by Activity Center Management.
- Use of Bar-B-Q pits will be permitted in the open-air area on the grass of the courtyard. Propane is preferred.
- Incense bowls are allowed in the outside courtyard area.

PUBLIC AREAS

Meeting Room E, Coffee Bar Area, Restrooms, Foyer, Reception Area, Lobby and Activity Center
Parking lots are considered public areas and are not under Lessee's exclusive control. Any exceptions must be approved by the Activity Center Manager.

- All events utilizing public areas such as registration, exhibits, displays, etc. must be approved in advance.
- Activities in public areas must take into consideration the requirements of other tenants utilizing the Activity Center.
- Clear access must be maintained in the reception desk and foyer area of the Activity Center.

MISCELLANEOUS

Events or circumstances not covered in these operating policies and procedures may be subject to special consideration and stipulations as deemed appropriate by the Activity Center Manager.