

**CARVER COMMUNITY CULTURAL CENTER
FACILITIES USE POLICIES AND FEES
FY 2017 - 2018**

For purposes of these Facilities Use Policies and Fees, the terms “Carver Community Cultural Center” and “Carver” mean one or both of the buildings located at 226 N, Hackberry and a building located at 226 N. Hackberry, Building No. 6, known as the Little Carver Civic Center.

I. GENERAL

1. The Director of the Managing City Department or his/her representative shall have the option to refuse to enter into a License with anyone who, under prior license agreements, had not fulfilled the terms and provisions of such agreements or with anyone for a production that is inconsistent with or counter to the mission of the Carver. The mission statement is to “celebrate the diverse cultures of our world, nation and community, with emphasis on its African American heritage, by providing challenging artistic presentations, community outreach activities and educational programs.” The determination as to whether an activity is consistent with the mission of the Carver is at the sole discretion of the City.
2. An individual or organization that rents the Carver (“Licensee”) shall comply with all City of San Antonio Ordinances and all other local, state, and federal laws.
3. Smoking is prohibited in all Carver facilities.
4. The Carver Facilities Use Policies is subject to change with the approval of the Director of the Convention & Sports Facilities (CSF).
5. The Director of CSF or his or her designee may establish fees and charges for production rentals and services not specifically covered in this document when it is determined to be in the best interest of the City.
6. The Director of, CSF, or designee may lower or waive fees and charges for production rentals when it is determined to be in the best interest of the community.
7. Licensee agrees the presence of Carver staff is mandatory at all times, including, but not limited to, move-ins and move-outs, rehearsals, technical set ups, rigging and the operations of in-house equipment, under the terms of the Short Term License Agreement (“License”) and these policies.

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II. RESERVATIONS and BOOKING

1. The Carver is available for rent daily beginning at 7:45 a.m. and ending 12:00 midnight when space is not being used for Carver Center programming and/or City-sponsored programs. “Building Open” is the contracted time the facility opens for licensee to arrive. Venue set-up will begin at the “building open” contracted time. The Carver’s Booking Services Coordinator is responsible for all reservations and contracting of events. Reservations must be made through the Carver at 226 North Hackberry, or by calling 207-7211 Monday through Friday, during regular office hours (7:45 a.m. to 4:30 p.m.), excluding holidays.

2. Reservations are taken on a first-come, first-served basis, provided an application form has been filed with the Booking Services Coordinator. However, priority consideration will be given to activities most consistent with the mission statement of the Carver.
3. The Carver will hold a reservation / booking for up to five (5) business days (the “hold period”). All reservations / bookings will be considered “Tentative” until the individual or organization submits an executed License (i.e., the Short Term License Agreement), a copy of Licensee’s Certificate of Insurance and any other permits or licenses (e.g., food, beverage, alcohol) and pays applicable fees to the Booking and Services Coordinator. Upon submission of all necessary documents and associated fees, the booking will be considered “Confirmed.” If, within the five (5) day hold period, another individual or organization submits all necessary documents and associated fees during those five (5) days for the date being held, the hold will terminate. Payment must be paid in full 30 days prior to event.
4. Additionally, individuals and organizations that wish to book the Carver for events or activities (hereinafter collectively referred to as an “Activity” and “Activities,” as applicable) shall be subject to the Tier System rules as set forth below.
 - a. A proposed Activity shall be classified as a Tier 1* or Tier 2** Activity for the purposes of determining the length of a single booking and the number of bookings that may be made in a six month period.*** The classification of a proposed Activity as either Tier 1 or Tier 2 shall be within the sole discretion of the Carver’s Booking and Services Coordinator. The Carver reserves the right to re-classify an Activity following commencement or completion of the Activity if it is later determined that the purpose of the Activity was other than that which was contemplated or represented at the time of the booking.
 - b. An individual or organization shall book one or more Tier 1 Activities in accordance with the following rules:
 - i. A single booking may not exceed fourteen (14) consecutive days.
 - ii. The total number of days booked by an individual or organization shall not exceed twenty-eight (28) days per six month period.***
 - c. An individual or organization shall book one or more Tier 2 Activities in accordance with the following rules:
 - i. A single booking may not exceed six (6) consecutive days.
 - ii. The total number of days booked by an individual or organization shall not exceed six (6) days per six-month period.***

* Tier 1 Activities: “Tier 1 Activities” are defined as those Activities that are most consistent with the Carver’s mission as set forth herein. They include, but are not limited to: (i) artistic performances, such as dance, vocal, musical presentations and visual arts; (ii) art instruction; (iii) recitals; (iv) talent shows; and (v) theatrical performances.

** Tier 2 Activities: “Tier 2 Activities” are defined as all Activities *other* than those that may be classified as Tier 1 Activities. They include, but are not limited to: (i) dinners; (ii) award ceremonies; (iii) lectures; (iv) trainings; (v) meetings; (vi) fundraisers; and (vii) other community activities.

*** A six-month period is that period beginning on October 1st and ending on March 31st or that six-month period beginning on April 1st and ending on September 30th during the City of San Antonio's Fiscal Year.

5. If Licensee cancels an Event date within one week of the Event, the City will consider Licensee's request for an alternate date; however, the City reserves the right to deny Licensee's request based upon the availability of the specific Carver venue, the necessary equipment and Carver staff. If the parties are unable to agree upon an alternate date, Licensee shall forfeit any pre-paid rental fees.
7. No changes will be made to the Short Term License Agreement within 10 business days of the event commencement date; a \$50 fee will be assessed for last minute scheduling changes to event date. Should licensee elect to cancel an event within ten (10) business days, licensee automatically forfeits refund deposit of \$200.
8. Helium balloons, confetti and/ or glitter are not permitted in the Carver facilities. Strollers will remain in designated areas during all performances. The Carver will comply with ADA guidelines and standards.

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III. LICENSE FEES AND SECURITY DEPOSIT

1. The license fee is a fee for the use of the Carver. The license fee is non-refundable. Licensee agrees to pay the daily license rates as applicable to its respective **BUSINESS CLASSIFICATION** for use of space at the Carver. See "License" fees category in attached Fee Table for specific fees.
2. The license fee and all other fees associated with Licensee's use of the Carver are due upon execution and submission of the Short Term License Agreement to the City, but by no later than 10 business days of the event commencement date set forth in the license agreement. Any fees due in connection with costs that are unforeseen at the time the license agreement is submitted, or owed pursuant to any provision herein, including any balance owed by Licensee, are due to the City on the first day of Licensee's Event, payable by cash, money order, cashier's check, credit card payments are also available; service fees apply.
3. License fees do not include the cost of special requirements such as lighting, security, sound, ushers, ticket takers, box office, stagehands, spotlight operators, permit fees, etc. See "Technician Fees" category in attached Fee Table for specific fees.
4. Rehearsals must be scheduled in advance with the Booking and Services Coordinator. Licensee will receive one (1) free rehearsal day Mon. – Fri. during the hours of 7:45 a.m. to 4:30 p.m. (limited to one 1 four (4) hour block of time that cannot be separated or applied to other days). After 4:30 p.m. Mon. – Fri. or anytime on a weekend day, one rehearsal will be charged at a rate of \$150 per 4 hour period. License rates will apply for any additional rehearsal dates. If Licensee requires a technician for rehearsal days, Licensee agrees to pay Technician Fees.

5. A fee of \$150 will be charged for exceeding the rental time indicated in the Short Term License Agreement to include load-in and load-out of all materials associated with the event. Should exceeded time occur at the time of event, licensee is liable to provide security (by extending contracted services of security personnel). In the event security personnel are unable to remain past contracted time, Carver staff may contact Off Duty Services; client will be responsible to pay for such services.
6. A standard \$200 security deposit is required for the Jo Long Theatre and the Little Carver Civic Center for each use. This deposit is designed to protect both facilities in the event there is any damage to the equipment and/or facility. This deposit will be returned to the Licensee under certain circumstances as described in the License.

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IV. TICKETS AND FUNDRAISING

1. The CITY has a contractual obligation to utilize Ticketmaster for the sale of tickets related to Events at the Carver. If tickets are sold for the Event, then Licensee shall use Ticketmaster for such arrangements. Licensee shall not sell tickets through another professional agency, person or over the internet. Licensee may sell tickets on the day of the event at the Carver. Tickets cannot be sold in excess of posted seating capacity (650 for Jo Long Theatre and 150 for the Little Carver). In no instance shall attendance to a meeting, dinner, concert, entertainment, exhibition or other event be in excess of the designated area capacity as determined by the City's Fire Marshall. Licensee agrees to pay any fee that might be assessed by the Fire Department as a result of violating this provision.
2. Licensee is responsible for the charge of an additional \$1 theatre preservation fee on every ticket sold, admission paid or donation given to an Event.
3. In order for Carver staff to sell tickets on behalf of Licensee days prior or on the day of the performance, a box office fee of \$50 for each performance is required.
4. Licensee is required to provide at least two (2) of its own ushers to monitor admittance. Licensee is encouraged to use reserved seating when tickets are sold to the public.
5. If Licensee plans to approach local businesses, corporations or foundations to obtain support for its event, Licensee agrees to comply with the following guidelines in connection with advertising, ticket selling and fundraising:
 - Clearly state that Licensee is holding a community event at the Carver.
 - State that this event is not part of the Carver's regular season and is not sponsored by the Carver, Carver Development Board or the City of San Antonio.
 - Specify that support for the event will underwrite Licensee's production, not the Carver.
 - Licensee agrees that any and all advertising for Licensee's event, both in print and in electronic media, shall contain the following disclaimer: "***This production is not a presentation of the Carver Community Cultural Center or the Carver Development Board.***"
 - Licensee agrees that any and all advertising for Licensee's event, both in print and in

electronic media, shall contain the following notice: *“Tickets are available through Ticketmaster, Ticketmaster.com, The Alamodome and Carver Community Cultural Center Box Office.”*

6. Licensee agrees that the City may terminate the License and cancel Licensee’s Event if Licensee fails to comply with the guidelines related to advertising, ticket selling and fundraising.

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V. *USE OF FOOD AND CONCESSIONS*

1. The City _____ will / _____ will not provide concessions. _____ INITIAL

2. Licensee _____ is / _____ is not authorized to provide food or beverages available to the public. _____ INITIAL

3. If Licensee is providing food or beverages to the public, Licensee agrees to secure a temporary food permit by calling the City’s Food Sanitation Division at 207-8853 at least one week prior to event date. If Licensee is providing alcoholic beverages to the public, Licensee agrees to secure a license from the Texas Alcoholic Beverage Commission (TABC) at least one week prior to event date. Licensee agrees to provide a copy of said permit or license to the Booking and Services Coordinator at least one week prior to the event. Licensee agrees to utilize only sellers/server who are certified by the TABC. The City reserves the right to prohibit the provision of food, non-alcoholic or alcoholic beverages if Licensee fails to provide evidence that Licensee has secured the necessary permit or license to the City prior to the event.

4. If Licensee provides food or beverages, Licensee agrees to provide its own ushers to monitor use of food or beverages in the theatre and agrees only to set up food service in the lobby or approved areas of theatre. Popcorn is not allowed in the Carver facilities.

5. The Licensee agrees to rent the number of tables necessary for concessions or other use at a fee of \$10.00 per table per event. Licensee must provide coverings for all tables used. See “Equipment” fees category in attached Fee Table for specific fees.

6. Licensee will be assessed an additional cleaning fee when Licensee provides food in the building. See “Custodial / Cleanup” fees category in attached Fee Table for specific fees. Notwithstanding the assessment of custodial / cleanup fees, Licensee agrees to remove trash, including, but not limited to, disposable paper products and food from the premises, lawn and adjacent areas, including neighbor’s yards before leaving the Carver and parking lot.

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VI. *SECURITY AND ADULT SUPERVISION*

1. In accordance with Section 5.3 of the Short Term License Agreement, the City requires that adequate security be present as required per Licensee’s Event. Licensee shall make security arrangements and pay for the provision of adequate security that may be necessary during the Term. Security payments should not be made payable to the City of San Antonio or the Carver Community Cultural Center. All payments must be made directly to the security company hired to work the event. The City shall determine, within its sole and absolute

discretion, the number of security personnel that may be necessary for Licensee's Event depending on the anticipated number of attendees and invited guests and the nature of the Event.

2. Security personnel detail consists of general event security and traffic control. In the event security personnel are not present one (1) hour prior to start of event, Carver staff may contact Off-Duty Police Services 210-207-7020; client will be responsible to pay for such services.
3. Licensee agrees to provide adequate adult supervision for all activities involving minors. Adequate adult supervision is defined as a ratio of at least one adult for every 25 minors. _____ **INITIAL**
4. Please note that on January 1, 2016 new legislation in the State of Texas allowing for the open carry of handguns on public property by licensed handgun owners became effective. The Carver Community Cultural Center is a public facility and the City of San Antonio complies with State law. To discuss security options regarding your licensed space, contact our booking or event management staff. _____ **INITIAL**

VII. STORAGE OF PROPERTY

1. Equipment and accessories owned by the Licensee may be kept at the Carver from the time that Licensee loads it in (i.e., time of Ingress) to the expiration of the Term. The City of San Antonio is not liable and the Licensee releases the City from liability for theft, loss or destruction associated with such items.
2. Licensee's property left at the Carver beyond the expiration of the term of the License will be disposed of in accordance with the terms of the License unless special arrangements are made with Carver management for temporary storage pending pick up. _____ **INITIAL**

VIII. INSURANCE

Licensee agrees that within thirty (30) days prior to the event, Licensee will provide evidence of General Commercial Liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. If using an existing Commercial General Liability policy, the certificate must list City of San Antonio as the certificate holder, and the City must be named as an additional insured, by endorsement. The required coverage may be obtained by visiting one of the following: www.onebeaconentertainment.com Venue code 3848-011, www.theeventhelper.com & www.wedsafe.com. Licensee must provide copies of the insurance certificate and endorsement to their facility contact. All insurance policies shall be reviewed (and approved) by the City of San Antonio Risk Management Office. _____ **INITIAL**

IX. TECHNICIAN FEES

1. Licensee's use of technical equipment is subject to availability. Technical equipment shall be operated by Carver staff and includes light control board, follow spots, sound control and effects boards, the fly systems, moving curtains and replay system equipment. Licensee agrees to pay a maintenance fee of \$10 for the use of microphones and \$50 per follow spot utilized per event/day.

2. Licensee agrees to pay for the services of technicians in accordance with the “Technician Fees” category in the attached Fee Table which includes labor required to set-up, operate and strike depending on the number of technicians needed and the time during which they are needed.
3. Licensee is responsible for arranging the services of a Carver technician (1) during working hours, nights, weekends, and holidays by contacting the Carver staff at (210) 207-2250. Depending on requirements of licensee’s event, licensee may be subject to contracting additional tech services and may need the assistance of union support through the International Alliance Theatrical Stage Employees, (IATSA). Fees are paid directly to the union.

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X. *EQUIPMENT*

1. Licensee may request the use of available (non-technical) equipment for its Event upon payment of applicable fees. See “Equipment” fee category in attached Fee Table for specific fees. The Carver staff shall demonstrate that the equipment is operable before releasing to Licensee and will require LICENSEE to demonstrate that it is operable after Licensee’s use. Licensee shall comply with the policy and checkout procedures regarding use of any especially sensitive or exceptional items of equipment as set by Carver personnel.
2. Licensee agrees that equipment shall not be removed from the premises, unless Licensee is renting the Marley Dance Floor for use off premises.

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XI. *CUSTODIAL / CLEAN UP*

Custodial services are available during normal business hours, Monday – Friday, 7:45 a.m. to 4:30 p.m. at no charge to LICENSEE. In the event that custodial services are required due to the serving of food or beverages or after business hours, Licensee agrees to pay applicable custodial / clean up fees. See “Custodial / Clean Up” category in attached Fee Table for specific fees.

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