



DISTRICT FUNCTION GUIDELINES

Conference and Theatre Centre

Thank you for your interest in hosting a District Function in the Addison Arts & Events District. The Addison Arts & Events District offers a myriad of exciting venues that will accommodate every type of event from small gatherings to large corporate retreats. An interactive water fountain with plaza area, two stages for musical and theatrical performances, an abundance of electrical, water and sewer hook-ups, park lighting, pergola, winding trails, combination of shaded and open space, and a pavilion with permanent restrooms are just some of the unique attributes that will complement a proposed event.

The Addison Arts & Events District is conveniently located just north of Belt Line Road between Addison Road and Quorum Drive adjacent to the popular urban area known as Addison Circle, where you can live, work and play in one place. The adjacent retail shops, restaurants, residential housing, corporate offices, two unique parks, Stone Cottage, and the award-winning Addison Conference and Theatre Centre expand the appeal of hosting an Event in the Addison Arts & Events District.

This District Function Guidelines package has been designed to guide Applicants through the process of applying for a District Function Permit or renting the Addison Conference & Theatre Centre. The Conference Centre Manager will review the Application and will work with you through this process to encourage a successful Event.

The minimum requirements to apply for an Outdoor District Function Permit are:

- Completed Application
- Deposit (refundable as set forth herein)
- Fifty percent (50%) of the Space Fee
- Site plan of Event, showing all temporary installations, in relation to the surroundings, and a road closure/directional signage plan
- Proof of any required insurance

The Conference Centre Manager's Office is located at:

Addison Conference & Theatre Centre	Rob Bourestom
15650 Addison Road	Conference & Theatre Centre Manager
Addison, TX 75001-3285	972-450-6241; 972-450-6213 FAX
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INDOOR DISTRICT FUNCTION GUIDELINES

1. LEASE AGREEMENT

- a) All reservations must be accompanied by a contract and a deposit in order to be valid. No tentative reservations are accepted. A lease outlining the deposit, rental fees and other pertinent requirements will be issued at the time the reservation is made. The contract must be returned within the specified time period to secure the date and facility. The Addison Conference and Theatre Centre is not responsible for omissions and/or cancellations of any reservation not accompanied by a formal contract.
- b) Cancellations and/or requested changes to the contract must be submitted in writing to the Conference Centre Office for consideration. No verbal changes will be valid.

2. PAYMENT OF FEES

- a) **Deposits:** The deposit is to be paid at the time the reservation is made and the contract is signed. This is a separate fee to ensure that the room will be left in good condition and the terms of the contract are met. The deposit shall be refunded or may be applied to the fees based on the conditions outlined in Sections 4 and 5.
- b) **Lease Fee:** The lease fee and all other monies owed to the Addison Conference and Theatre Centre shall be paid 30 days in advance unless otherwise stipulated in the rental agreement. The event is subject to cancellation should this payment not be made. All monies paid to the Conference Centre Office shall be in the form of cash, cashier's check, money order, personal check, or credit card (American Express, Visa, Master Card and Discover).

3. RESERVATIONS

- a) **Room Reservations:** Reservations are on a first come basis.

4. REFUNDS

- a) Deposits are refundable after the event if the room has been left in good order as determined by the Manager, or his designee, no damage has been done to the property and all conditions of the contract have been met. Deposits not, however, refundable upon cancellation.
- b) Deposits made by credit card may be credited to the card, or returned in the form of a check. Deposit refunds will be processed within a week following payment of final invoice. Refunds by check will be mailed to lessee through the Town of Addison Finance Department. Please allow thirty (30) days for processing.

5. CLEANUP

- a) Cleanup is determined as follows:
 - i. All decorations and/or belongings must be removed from the room by the event ending time as stipulated in the contract.
 - ii. Tables must be cleared of all trash, food, beverages, etc.
 - iii. The trash must be removed from the Centre.

- iv. The floors must be clear of trash, excessive food particles, etc. All spills or stains left by the lessee should require no more than a regular cleaning of the carpet.
- v. Tape and/or other hanging materials must be removed from all surfaces.
- vi. Equipment supplied by the Conference Centre should be left in the room.
- vii. The use of birdseed, confetti, etc. will result in automatic forfeiture of the deposit.

6. SETUP AND REHEARSAL CHARGES

- a) The fee for rehearsals is 50% of the regular room rate. A rehearsal may not exceed the time allowed.
- b) A setup fee equal to 50% of the event's daily rental fee will be charged when the day or evening prior to an event is used for setup purposes.

7. ROOM SETUPS/DECORATIONS

- a) Tables and chairs are included in the cost of room, subject to availability. The room will be set up in the arrangement the lessee so desires if the instructions are given to the Conference Centre Staff 48 hours prior to the event.
- b) Do not attempt to move Conference and Theatre Centre equipment yourself. Ask a member of the staff to make any changes.
- c) Decorations are allowed but are limited to those which do not cause damage to the walls, ceiling, or any other part of the rooms or equipment of the Conference and Theatre Centre. Ladders are not available for use by the client, so please make arrangements to supply your own should one be needed. All decorations must be removed from the premises at the end of the contracted period.
- d) Prior arrangements must be made through the Conference Centre for any of lessee's property left for next day pickup. The Conference Centre will not be responsible for losses or damages to property of the lessee that are left behind.

8. PARKING

- a) Parking is available free of charge for patrons of the Conference and Theatre Centre.
- b) Please ask the Conference Centre staff about other scheduled events at the facility.
- c) Motor homes, travel trailers, or campers are not allowed in the parking lot overnight.

9. SECURITY

- a) All security personnel required by the Conference Centre will be off-duty Town of Addison Police Officers. The Conference Centre staff will make arrangements for you; however, the lessee is responsible for payment to the officer on the day of service. Addison Police Officers are for the protection of life and property and may not serve as ticket takers or door watchers.

10. BUILDING MAINTENANCE

- a) Custodial service is not provided for the lessee or for the lessee's food service provider aside from the routine cleaning of the restrooms and common areas. The lessee is responsible for cleanup during and after the event, and the caterer is responsible for the cleaning of their area. The lessee is ultimately responsible for all cleanup including that by their caterer.
- b) For ongoing non-social events, however, custodial service is provided each evening.

11. FOOD, BEVERAGE, AND CATERING SERVICES

- a) The Addison Conference and Theatre Centre contains a prep kitchen for use by your caterer. Our staff will supply you with an "approved list" of caterers from which to choose. Only caterers on the approved list can supply food and beverage services in the Addison Conference and Theatre Centre. Table covers are required for all serving and eating tables.
- b) Cooking of food material inside the Conference and Theatre Centre is prohibited. The kitchen and facilities shall be used only for the preparation of food material for service.
- c) Cleanup for the kitchen must include the following:
 - i. Floors must be swept.
 - ii. Counters cleaned.
 - iii. No food left anywhere in the facility.
 - iv. All materials removed from the kitchen belonging to the caterer.
 - v. All trash bagged and removed from the facilities and placed in the dumpster.

12. DELIVERIES

- a) The Conference Centre will accept shipments of freight or rental materials for the lessee if arrangements have been made with the Centre staff prior to the event. Under no circumstances will C.O.D. deliveries be accepted. Neither the Conference and Theatre Centre, nor the Town of Addison are in any way responsible for the items shipped and/or the storage of such.

13. PETS

- a) No animals or pets are permitted indoors except as an approved exhibit, activity, or performance requiring the use of animals. Seeing-eye dogs are exempt. Pets which are approved to be in the buildings must be on a leash, within a pen, or under similar control at all times. The lessee will be fully responsible for all pets and/or animals within the facility and also assumes the responsibility for any damages the animals might cause to property or to people.

14. HOLIDAYS

- a) An event may be scheduled on a holiday if staffing is available.

15. GRATUITIES

- a) The Town of Addison personnel policies prohibit any employee of the Town from accepting loans, advances, gifts, gratuities, or any other favors from the parties doing business with the Addison Conference and Theatre Centre.

16. SMOKING

- a) There is a no smoking ordinance in the Town of Addison. Therefore smoking in the Conference and Theatre Centre is strictly prohibited. Any wonton disregard of such will result in forfeiture of the lessee's deposit and a citation will be issued by the police.
- b) Any damages caused by guests of the lessee will be the responsibility of the lessee.

17. MISCELLANEOUS

- a) The Conference and Theatre Centre is not responsible for lost items. The Centre will hold any items found for a period of two weeks. After that the articles will be discarded.
- b) No nails, tacks, or other damaging items may be used to hang decorations.

18. USE OF GROUNDS

- a) Please ask the Conference Centre staff about the use of the outdoor areas of the facility for events.

19. FOOD AND BEVERAGE PROVIDERS

- a) **Introduction:** Only those purveyors of food and beverage (hotels, restaurants, and caterers) who own and operate a facility within the incorporated limits of the Town of Addison and are on the approved list, have the right to provide food service in the Conference and Theatre Centre. No prepared food may be brought into the Conference and Theatre Centre except by one of the establishments listed on the approved list of caterers. A certified bartender must be used if you plan to serve alcohol of any kind.

This list should not be construed as a recommendation for any one purveyor over another. Please feel free to select from any of the Town of Addison's approved hotels, restaurants, and caterers for your food service needs. There is a complete listing of Addison's approved eateries in your packet of information. Please ask the staff if you need assistance or have any questions.

- b) **Responsibility of food purveyor:** In order for any of the establishments on this list to provide you with a cost, you must inform them of your needs or specifications for the event. This would include any and all items related to the service of food including but not limited to plates, cups, service utensils, serving dishes, etc. The Centre will provide food service tables for the event (subject to availability), linens, tables, chairs, and portable bars. Please remember that the kitchen is for the preparation of food for service and not for cooking. Please feel free to ask the Centre staff about how you can save on your food service costs.

- c) You are ultimately responsible for the cleanup by your caterer. Failure to cleanup will result in the loss of your deposit.

20. BUSINESS CENTRE

- a) The Conference Centre is happy to provide you with the following business services on a fee basis. Please contact the Centre staff for rates. No work will be done prior to payment. Only the contact for the meeting can be billed.
- b) Business services:
 - i. Copies
 - ii. Transparencies
 - iii. Fax services
 - iv. Notary services
 - v. Telephone line

All business centre charges are due prior to any action by staff. Only the contact for the meeting may authorize that payment be made by the organization.

OUTDOOR DISTRICT FUNCTIONS GUIDELINES

APPLICATION PROCEDURES

All District Functions held in the Town of Addison are required to be conducted and held pursuant to a District Function Permit issued through the Town of Addison's Conference and Theatre Centre. The following guidelines apply to District Functions attracting under 1500 people to the Addison Arts & Events District.

1. Planners desiring to apply for a Permit shall contact the Conference Centre staff to inquire about available dates for the event.
2. A District Function Application form must be completed and submitted to the Conference Centre no more than 120 days prior to the proposed event if outdoor space is requested, unless an earlier submission is approved by the Conference Centre Manager. Social functions, such as Wedding, Birthday Parties, Bar Mitzvah and Bat Mitzvah and other such celebrations, are restricted to existing enclosed areas. Applications for proposed events requesting indoor space only may be submitted no more than one year prior to the event. An Applicant shall apply for a District Function Permit using the form supplied by the Town of Addison.

The application shall contain, without limitation, the following information (all such information is public information subject to the Texas Public Information Act and other applicable law):

- a) Application Information – Applicant Name, Organization Name, Type of Organization (including a representation that the Applicant and organization are

in good standing under the laws of the State of Texas and the United States), Address, City, State, Zip Code, E-Mail Address, Web Site Address, Telephone, Facsimile, Mobile Phone Number, and Pager Number. On-site Contact and Mobile Phone Number.

- b) Event Information – Event Name, Event Date(s) and Time(s), Type of Event, Previous Dates, Previous Attendance, Expected Attendance, Admission Fee, Estimated Budget, Proposed Event Area, Setup Dates, Teardown Dates, Event Sponsors, Event Beneficiaries.
- c) Event Special Features – Plans for sound amplification, stage, dance floor, food and beverage service (also provide name of concessionaire/caterer), sale or distribution of alcohol, open flames, cooking, road closures, tents or canopies, temporary fencing, restrooms, sinks, dumpsters, trash containers, trash collection, electrical service, rentals, professional parking/valet, carnival/ amusement rides/attractions, climate control, pyrotechnics, seating, animals, barricades, bicycles, decorations, golf carts, inflatables, security, transportation, signage, and other special features planned for in connection with the Event.
- d) Insurance – At the discretion of the manager, insurance may be required at the lessees expense. The policy must list the Town of Addison as an additional insured and a copy of the certificate must be on file prior to the event.

- 3. Along with the completed Application, submit the payment of fifty percent (50%) of the Space Use fee and a Two Hundred and No/100 Dollar (\$200.00) minimum Deposit. If the Application is not approved, the partial payment of the Space Use fee and Deposit shall be refunded to the Applicant. Checks shall be made payable to the Town of Addison. Payment of the Application fee and Security Deposit does not constitute permission to hold the event.

REVIEW AND CONSIDERATION OF APPLICATION

- 4. The Conference Centre Staff will review each application and make a final determination on an Application for a Permit within 72 hours after all event requirements applicable to an event have been fulfilled. The Manager may determine that clarifications or additional information may be necessary for proper consideration of an application; therefore, additional time may be necessary to make a final determination on the application. An applicant shall promptly provide such clarification for additional information.
- 5. An application for a District Function may be approved, approved with conditions, or denied. In connection with the consideration of an Application, the Town of Addison does not discriminate on the basis of race, color, creed, national origin, political or religious beliefs, gender, age, or disability.

The Conference Centre Manager will consider the following factors when making a determination about the acceptance/denial of an Application:

- a) Does the application establish that there will be ample opportunity to properly plan and prepare for the event?
 - b) Do the proposed dates and/or location for the event conflict with a current or planned event or activity within the District?
 - c) Is the event likely to promote tourism by attracting tourists?
 - d) Has the proposed event been held in the District on a previous occasion?
 - e) Is the event likely to have a positive economic impact by generating revenue for Addison hotels, restaurants and other merchants of the Town?
 - f) Will police, fire, and other Town services be unduly burdened or adversely affected by the event?
 - g) Is the event reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance?
 - h) Does the Applicant owe any taxes, fines, etc. to the Town?
 - i) Such other factors as the Conference Centre Manager and the Special Events Manager may deem necessary or important in evaluating an application.
6. The Conference Centre Manager or Special Events Manager shall notify a Planner in writing of the Managers' decision to deny or approve an event. If the application is approved, the notification must advise the applicant of minimum staffing levels for the event, any specific requirements imposed and the timeframe for completing such requirements.
7. Any Permit that confers the privilege to use the District or portion thereof as applied for by the Applicant and approved by the Town does not grant any interest or estate in the District or any portion thereof or in any other premises of the Town of Addison, but is a mere personal privilege to do permitted acts of a temporary character within the said District or portion thereof in accordance with the Permit, application, these Guidelines, and all applicable laws, rules, standards, policies, and regulations of the Town of Addison and any other governmental authority.

PAYMENT OF FEES

8. All fees payable to the Town of Addison in connection with an Application and event shall be paid with a check, money order or credit card (as directed by the Conference Centre Manager) in the name of the organization stated on the application and not later than the time period set forth in these Guidelines. Payment shall be made payable to the Town of Addison. Planner shall pay the Town interest, at the highest lawful rate per annum, on all amounts due after 30 days of receipt of invoice.
9. DEPOSIT– A minimum \$200.00 Deposit shall be required at the time an Application is submitted to the Conference Centre Manager. The Deposit shall be refunded, if at all, in accordance with these Guidelines and Permit. Depending upon the scope and nature of the proposed event, the Town may use its discretion to increase the amount of the Deposit and may require additional security for the performance of all of the terms and conditions of a Permit.

A pre-event and post-event site inspection may be conducted by the Applicant and the Conference Centre Manager to determine existing conditions. The Town may apply all or part of the Deposit to any charges due from Planner or to cure any default of Planner under the Permit (including, without limitation, charges related to the clean-up and restoration of the District or completion of an Event, the Town shall refund to Planner any portion of the Deposit not used by the Town in accordance with the Permit.

10. SPACE FEES – The following are the Space Fees for District Functions assigned to various areas within the Addison Arts & Events District. The Space Fees include charges for reasonable use of water and sewer receptacles. Note however that not all space fees are included in the chart. Space fees for areas not listed may be obtained from the Conference Centre Manager.

Fifty percent of the Space Fee is due to the Conference Centre Manager at the time the Application is submitted to the Conference Centre Manager. Receipt of the remaining 50% of the Space Fee is due no later than 10 business days prior to the first date of the event. Reasonable setup and teardown days that occur Monday–Friday will be included in the site use fees and negotiated on a case-by-cases basis.

SPACE	EST. SQ. FEET	FIRST DAY SPACE FEE	SUBSEQUENT DAY SPACE FEE	SECURITY DEPOSIT
ADDISON ARTS & EVENTS DISTRICT:				
Entire Outdoor Space	342,394	\$18,000	\$9,000 per day	\$1,800
Ellipse	160,000	\$10,000	\$5,000 per day	\$1,000.00
Green (or partial fee as follows):	142,894	\$8,500	\$4,250 per day	\$850.00
NW Quad only	39,950	\$2,400	\$1,200 per day	\$240
SW Quad only	26,400	\$1,600	\$800 per day	\$160
NE Quad only	37,400	\$2,250	\$1,125 per day	\$225
SE Quad only	25,000	\$1,500	\$750 per day	\$150
East Garden only	3,944	\$250	\$125 per day	\$25
Central Garden Only	6,460	\$400	\$200 per day	\$40
West Garden only	3,740	\$225	\$112.5 per day	\$25
Pergola (must be rented with Ellipse or Green)	6,400	\$400	\$200 per day	\$40
Bowl	14,400	\$1,000	\$500 per day	\$100
Pavilion	2,500	\$750	\$375 per day	\$100
Plaza (only available with rental of entire space)	16,200	\$975	\$487.50 per day	\$100
ESPLANADE PARK:	15,500	\$950	\$475 per day	\$100

- a) ELECTRICAL CONNECTION FEES – The Planner shall pay the following fees for electrical connection to the permanent power sources:
1. 100 amp - \$125 per day
 2. 200 amp – \$250 per day
 3. 400 amp – \$500 per day

CANCELLATION AND REVOCATION POLICY

11. The Town may, in its sole discretion, postpone, cancel, suspend or close any Special Event or revoke a Permit for any of the following reasons: force majeure event (force majeure event means and includes fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, government authority, inclement weather, acts of God, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or local, national or international emergencies, or other reasons of like nature). The Town shall have no liability for such postponement, cancellation, suspension, or closing. Further, the Town shall have no liability from the failure to postpone, cancel, suspend, or close the event for the above-listed or for any other reason.
12. The Town of Addison may revoke a Permit at any time due to the failure of Planner to comply with any of the terms and conditions of the Permit, with the Guidelines of

the District or any other rules and regulations of the Town. The failure by the Town to revoke a Permit, or to exercise any right, power, or authority shall not constitute a waiver of the terms or conditions of the Permit and shall not affect the rights of the Town to enforce against any other or subsequent breach by the Planner.

13. The revocation of a Permit does not prohibit the Town from exercising any and all additional rights and remedies available at law or in equity as a result of Planner's failure to comply with the terms and conditions of the Permit, or other ordinance, rule or regulation of the Town.
14. Planner shall notify the Conference Centre Manager in writing if he intends to cancel or change the dates of the event. No refunds of any space Fee or deposit shall be made if Planner cancels the event for any reason whatsoever within 45 days of the scheduled date.
15. If the event is cancelled or postponed due to a force majeure event, Planner may reschedule the event one time at no charge during the thirty (30) day period following the original date of the event, subject to availability of the District or portion thereof as determined by the Town.

INSURANCE REQUIREMENTS

The Conference Centre Manager may review the sufficiency of insurance policies and request changes be made to the insurance coverage to be provided in any policy of insurance as is reasonably necessary. Upon such request, the Planner shall immediately increase the limits of such insurance to the reasonable and available amount that is satisfactory to the Town. Such amount shall be commensurate with other events of the nature of the special event.

All such insurance shall (i) be issued by a carrier that is rated "A:VII" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; (ii) name the Town of Addison as an additional insured on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Addison.

Certificates of Insurance shall be delivered to the Conference Centre Manager within 30 days prior to the first day of the event. Each such Certificate shall provide that it shall not be cancelled without at least 30 days written notice thereof being given to Addison. Certified copies of insurance policies shall be furnished to the Town of Addison upon request.

GENERAL RULES AND REGULATIONS

16. COORDINATION OF CITY SERVICES - In order to best serve the safety and welfare of the public, and to maintain the integrity of the District, it is the general

policy of the Town that certain services shall be provided by the Town with the Planner reimbursing the Town upon demand for all costs associated with the provision of such services (referred to in these Guidelines as “City Services”). City Services include, among other things, police protection, crowd control, fire protection, emergency medical service, parks maintenance, and street closures. The Conference Centre Manager will determine the minimum staffing levels needed by the Town to provide City Services for an event. The Town of Addison assumes no liability arising or resulting from the determinations of such minimum staffing levels or the requirements of City Services for any event. There will be a 4-hour minimum charge for each Town of Addison employee engaged by the Applicant in connection with an event. Depending upon the scope and nature of the event, the Town may require in its discretion that the Applicant pay to the Town for a Town employee to serve as an overall on-site Event coordinator (“Event Coordinator”), whose responsibility will be to coordinate the provision of City Services.

17. PUBLIC SAFETY – At an event, off-duty and/or on-duty Addison police personnel shall provide the following functions: public safety and crowd control, overnight security, and supervision of street closures and parking. The number of police officers and supervisors required will depend upon the type of event and estimated attendance. The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street or part thereof in connection with an event and shall post signs to such effect.
18. FIRE PROTECTION AND EMERGENCY SERVICES – At an event, off-duty and/or on-duty Addison fire and emergency services personnel shall provide the following functions: fire prevention, fire protection, emergency medical response, weather monitoring, and closing or postponement of event due to inclement weather. The number of fire and emergency personnel required will depend upon the type of event and estimated attendance. If a Planner desires pyrotechnics for an event, a written request for pyrotechnics displays shall be included with the Application. Fireworks, open pit fires and bonfires are strictly prohibited. The Town of Addison shall not be responsible for reimbursing Planner for potential lost revenue if the Fire Department or Event Coordinator has determined the Event shall be closed or postponed due to inclement weather or for other reasons.
19. STREET CLOSURES – Certain streets within the Town of Addison may be temporarily closed to limit or exclude vehicular and/or pedestrian traffic prior to, during and after any event. Applicant shall submit its request for any street closure at the time of the Application; the Conference Centre Manager shall consider such request in evaluating the Application, and may recommend additional or fewer street closures. Some street closures may require approval of businesses and property owner in the adjacent area. The Applicant shall submit for approval a road closure plan showing the layout of all barricades and signs. The Town of Addison Street Department shall supervise the placement of all barricades and signs placed on public streets or any public rights-of-way. The rental cost of

barricades and signs shall be the responsibility of and paid for by the Planner, which costs shall be paid in advance of the event if required by the Conference Centre Manager.

20. PARKING AND TRANSPORTATION –

- a) There are approximately 2,100 field and hard-surface parking spaces adjacent to the District that Planner may use at no additional charge, pending availability. Planner recognizes and acknowledges that parking facilities may be shared with other persons renting within the District and all such use shall be on a first-come, first-served basis unless authorized in writing by the Conference Centre Manager.
- b) Since undeveloped fields account for a majority of the available parking spaces, a Planner shall hire a professional parking company (subject to the approval of the Conference Centre Manager) to ensure that motor vehicles are parked safely and efficiently. At least 30 days prior to an event, a Planner shall submit a comprehensive parking plan which identifies where parking is to be provided for event staff, equipment vehicles, event participants, patrons (including parking for handicapped patrons).
- c) There are approximately 5,134 additional parking spaces located in remote structured parking garages that are located within walking distance of the District; however, a Planner shall solicit permission from the property owners in order to use these spaces. If these remote parking spaces are to be used by the Planner for the event, it is recommended that event patrons be offered the opportunity to ride on a tram, shuttle bus or similar means of transportation from the site of the parking to the site of the event.
- d) Any parking directional signs required by the Town will be the responsibility of the Planner.
- e) Overnight parking of motor homes, travel trailers and campers is prohibited in the District.

21. SITE PLAN –

- a) A conceptual site plan shall be submitted at the time of the filing of the Application. A final site plan shall be submitted a minimum of 30 days prior to the event, and must show a detailed diagram drawn to scale of the event including: the location of concession/catering and display booths, portable toilets, dumpsters, location of stages and orientation of loudspeakers, locations for electricity and water, and other relevant elements. Once the final site plan has been approved, it cannot be altered without the prior written consent of the Town.
- b) Non-substantial on-site adjustments to the preliminary or final site plans may be made in consultation with the Conference Centre Manager or his designee. A walk-through to verify that the actual setup of the event site meets with the

approved final site plan will be conducted prior to the event opening. Planner is required to adhere to the determined occupancy number, and violation of the occupancy number can result in penalties and/or fines, and/or a revocation of the Permit.

22. PROPERTY MANAGEMENT –

- a) Removal or alteration of any part of District is strictly prohibited, except as otherwise approved in writing by the Conference Centre Manager.
- b) It is the responsibility of the Planner to locate the permanent amenities and fixtures (sprinkler heads, water retention fields, etc.) prior to construction of the event. Upon completion of the event, Planner shall promptly repair and/or replace, as appropriate, any damage to the District or any other premises or property so as to restore the same to the order, condition, and state of repair prior to the event. If the Planner fails to promptly repair, replace and restore such property, the Town may do so and deduct the costs thereof from the Deposit (and if such amount is not sufficient to cover such costs, the Planner shall promptly reimburse the Town upon demand the difference between such costs and the amount of any deposit).
- c) Vehicular traffic is allowed within the District during setup and teardown; however, except as may be permitted by the Conference Centre Manager, Planner shall restrict subcontractors and delivery trucks to the sidewalks and roadways to reduce the likelihood of damage to the District's permanent amenities.
- d) Planner shall obtain permission from the Conference Centre Manager to erect a temporary structure or install a temporary service. Examples of temporary construction/service include, but are not limited to: freestanding tents, stages, fences, bleachers, electrical service, and telephone service.
- e) Carnival rides are restricted to the streets, hard surface parking lots and unimproved fields.
- f) Planner shall use only a licensed master electrician for the connection and use of temporary power.
- g) Planner shall be solely responsible for cleaning in connection with and during and after the event. All arrangements for the collection and removal of garbage, trash and other debris deposited during or related to the event are the sole responsibility of the Planner. Applicants are required to meet quality sanitation standards by assuring there are an adequate number of litter containers on the site of the event, and by encouraging event patrons to dispose of trash in the proper containers. Planner shall line all trash containers with appropriately sized plastic bags. Planner shall contract with a commercial and permitted waste hauling company (approved by the Conference Centre

Manager) for storage containers to hold trash and litter collected throughout the event. Overnight storage of garbage, trash or other debris shall be in metal containers with lids.

- h) Personal property, equipment, tents and other facilities erected for the event that are not removed from the licensed premises after the close of the event within the period required by the Conference Centre Manager may be removed and stored by the Town at the expense of the Promoter, Planner or host. The Town and its officials, officers, employees and agents shall not be liable for any damage to or loss of any such property or facilities sustained during removal or storage of such property, equipment, tents or other facilities and the Promoter, Planner or host shall indemnify the Town, its officials, officers, employees and agents against all claims for any such damage or loss.
- i) The District features a limited number of permanent restroom facilities; however, additional portable toilets may be required to be located at the event site by and at the sole cost of the Planner based on the nature and scope of the event, and the estimated attendance at the event. A minimum of one handicap portable toilet is required at each restroom location. Planner is responsible for maintenance and cleanup of the permanent restroom facilities and portable toilets.
- j) Planner shall maintain any portion of the District and all other property and facilities used by Planner in connection with the event in a good, first-class condition. If Planner fails to do so, the Town may perform such maintenance or repair of any such portion or property and Planner shall pay the Town upon demand the reasonable cost of performing such maintenance or repair plus interest thereon at the highest lawful rate. Additionally, if the Town performs such maintenance or repair, the Town may deduct the cost thereof from the Deposit (and if such amount is not sufficient to cover such costs, the Planner shall promptly reimburse the Town upon demand the difference between such costs and the amount of any Deposit).
- k) The District Pavilion shall be used only for the preparation of food material for service, and the cooking of food material inside the facility is strictly prohibited. Planner shall be responsible for cleanup of the facility. Cleanup for the kitchen must include the following: floors must be swept, counters cleaned, no food left anywhere in the facility, all materials removed from the kitchen belonging to the caterer, and all trash bagged and removed from the facilities and placed in the dumpster.
- l) Planner shall dispose of wastewater (any water from food preparations, hand-washing facilities, ware washing facilities, ice water draining from canned or bottled drinks, etc.) in the sanitary sewer. No waste or wastewater is to be

dumped into or down the storm sewer or be allowed to pool on or drain into the ground.

23. CATERING/CONCESSIONS –

- a) Planner may use the caterer/concessionaire of its choice from the approved list for the service/sale of food and beverages; however, the concessionaire(s) shall have obtained a health permit from the Addison Environmental Health Department a minimum of 30 days prior to the event and pay such fee as may then be in effect for the Temporary Food Service License.
- b) Certified bartenders shall be used if Planner intends to serve alcohol of any kind.
- c) Table covers are required for all serving and eating tables.
- d) Glass containers are prohibited.
- e) Planner shall ensure that participants do not carry alcoholic beverages into or out of the event.

24. NOISE – No loud, excessive or unusual noise is allowed between the hours of Midnight and 7 a.m. during setup, operation or teardown of an event. Failure to comply with a request from the Police Department concerning noise may result in the immediate revocation of the Function Permit.

25. BANNERS AND SIGNS – All posters, graphics, banners and signs (“signs”) placed throughout the District and the Town of Addison shall be professionally executed, comply with any applicable ordinances, rules, or regulations of the Town, and be approved in writing by the Conference Centre Manager. A Planner shall obtain prior written permission from the Conference Centre Manager to hang signs in any area of the District. All signs shall be designed and constructed such that they do not leave adhesive residue on property when removed, and they shall not contain explicit or inappropriate messages, images or profanity. Balloons releases or other inflated signs anchored to the ground, a building or other structure are prohibited.

- a) Permanent District Signs – Planner shall not remove or cover up any of the permanent signs (sponsored or otherwise) within the District.
- b) Event Signs – Sponsorship and event signs are allowed within the District on the designated light posts and perimeter fence only with the approval of the Conference Centre Manager, and these banners and signs shall only be hung by using the provided bracket or cable tie. Event signs shall be displayed according to the timeline approved by the Conference Centre Manager.

- c) Directional and Promotional Signs - Planner shall not erect, maintain or display placards, signs or any form of advertising anywhere within the Town without the prior written consent of the Conference Centre Manager. Any placard, sign, or other form of advertising erected, maintained or displayed without such consent may be removed by the Town at the Planner's expense. The Addison Street Department shall supervise the placement of all directional/ promotional signs placed on public streets. The rental cost of directional signs will be the responsibility of the Planner and it may be necessary (as determined by the Conference Centre Manager) for payment of such services and products to be paid in advance of the Function.
26. OCCUPANCY – The maximum occupant load will vary depending upon the scope and setup of the event; however, the maximum occupancy for the entire District is estimated at 60,000 people (assuming 12 square feet per person and no added infrastructure). Applicants are responsible for accounting for the number of patrons attending their event. Ticketed events shall be monitored by the number of tickets sold plus the number of free tickets given to patrons. The Event Coordinator (as defined in Paragraph 15 above), if any, shall have the authority to close the gates and restrict entrance to patrons once an event has reached its maximum capacity. The Town of Addison shall not be responsible for reimbursing Planner or patron for potential lost revenue from the sale of tickets or previously sold tickets that are denied entrance to event once the event coordinator has determined the event has reached its maximum capacity and closed the gates.
27. INDEMNITY – Planner shall execute a written agreement to indemnify the Town and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the Special Event.
28. DISCRIMINATION –
- a) No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with an event based on the grounds of race, color, national origin, political or religious beliefs, gender, age, or disability.
- b) Americans With Disabilities Act – Planner shall, at Planner's sole expense, cause the Function to comply with the Americans with Disabilities Act.
29. COMPLIANCE WITH ORDINANCES, LAWS AND REGULATIONS –
- a) In addition to compliance with all conditions of the Permit and all applicable City ordinances, regulations, rules, policies and guidelines, the Promoter Planner or host must comply with all applicable federal, state and county laws, rules and regulations. It is the responsibility of the Promoter, Planner or host to obtain all permits necessary to conduct the event and all permits required by other governmental authorities shall be obtained and adhered to.

- b) The Conference Centre Manager or his designee has the authority to alter an event at any time it is determined necessary to the continued safety, health and welfare of any person, including without limitation, the Town's residents and visitors. Lack of compliance with any directive altering an event in any way shall be sufficient cause to warrant the closing of an event and/or the revocation of a Permit, and/or the imposition of any other remedies provided in the ordinances, codes, regulations, policies and rules of the Town of Addison.
 - c) Issuance of a required Federal, State or local permit (other than a Special Event Permit) does not authorize permission to hold an event. A Town of Addison Special Event Permit must be issued and will constitute authorization from the Town to hold the event.
 - d) The issuance of an event permit grants permission to use the public property proposed to be used in connection with the event (the "licensed premises"). The use of such property shall be solely for the purpose of constructing, installing, operating and maintaining the event, and for such other purposes consistent with promoting and conducting the event as the Conference Centre Manager first authorizes in writing.
30. OFFICIAL SUPPLIERS – Planner shall contract with suppliers that are authorized by the Town to do business in the District for the following products and services unless prior written approval is granted by the Conference Centre Manager:
- a) Electrical service
 - b) Event rentals (tables, chairs, etc.)
 - c) Restrooms
 - d) Parking services
 - e) Stage and sound equipment
 - f) Temporary fence
 - g) Tents and structures
 - h) Caterers and Concessionaires
31. MISCELLANEOUS –
- a) No animals or pets are allowed in the District, except as an approved exhibit, activity or performance, or to assist the disabled. Animals that are approved must be on a leash, within a pen, or under similar control at all times. A Planner shall maintain responsibility for all animals within the District and assumes the liability for any damages that may occur to persons or property from or by any such animal.
 - b) A holder of a Permit may not and shall have no authority to, assign, sell, transfer, pledge, encumber, or otherwise convey a Permit or any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, at the discretion of the Town, result in a revocation of

the Permit. No rights granted by a Permit shall create rights in anyone other than the Permittee.

- c) No interest shall be paid on any funds paid to or deposited with the Town of Addison in connection with an application or a Permit for an event. Interest, if any, earned on such shall accrue to the benefit of the Town.
- d) The Town of Addison may hold itself exempt from these Guidelines.
- e) The Town through its officials, employees, agents, and representatives shall have the right at all reasonable times to enter upon all premises used in connection with the Special Event for the purpose of inspecting the premises, for observing the performance of its obligations hereunder, and for the doing of any act or thing which the Town may be obligated to or have the right to do under the Permit or the guidelines of the District or any other applicable City ordinance, rule or regulation.
- f) Planner shall pay all taxes and unemployment insurance for persons employed by the Planner as may now or hereafter be imposed under any state or federal law, and shall defend and indemnify the Town from any such contributions or taxes or liability therefore.
- g) The Conference Centre Manager or his designee shall have the right, at no cost, to attend and photograph for promotional purposes any event held in the District.
- h) The Town of Addison personnel policies prohibit any employee of the Town from accepting loans, advances, gifts, gratuities, or any other favors from anyone doing business with the Town.
- i) Planner recognizes and acknowledges that other parties may rent a portion of the District, and Planner agrees that its activities shall not interfere with other parties' use of the District.

DEFINITIONS

32. The following are definitions of the terms used in the District Function Guidelines:

- a) *Addison Arts and Events District or District* means that area of real property depicted and described in Exhibit A, which is attached to these Guidelines, and includes the newly expanded Conference Centre.
- b) *Applicant* means a Promoter, Planner or host.
- c) *City Council* means the City Council of the Town of Addison.

- d) *City Manager* means the City Manager of the Town of Addison.
- e) *Conference Centre Manager* means the Town official designated by the City Manager as primarily responsible for managing the Conference & Theatre Centre or such official's designated representative.
- f) *Demonstration* means a public display of the attitude of assembled persons toward a person, cause, issue, or other matter.
- g) *District Event* means an event held within the District that has or is expected to have an average attendance that equals or exceeds 1,500 participants and spectators for each day of the event. Examples of a District event include, without limitation, exhibitions, concerts, parades and charity races.
- h) *District Function* means an event held within the District that has or is expected to have an average attendance of fewer than 1,500 participants and spectators for each day of the event. Examples of a District Function include, without limitation, meetings, conferences, retreats, training sessions, and hospitality functions.
- i) *District Pavilion* means the structure that is open on three sides and generally located at the corner of Addison Circle Drive and Quorum Drive. The Pavillion is not considered an enclosed area.
- j) *Environmental Services Official* means the Town official designated by the City Manager as primarily responsible for environmental services within the Town or such official's designated representative.
- k) *Facilities* mean, without limitation, all equipment, materials and apparatus associated with the conduct of the Special Event, including, without limitation, barriers, cables (electrical and otherwise), safety equipment and devices, fencing, fence covering material, signs, tents, vehicles, fire protection equipment and apparatus, medical equipment and apparatus, seals, wiring, banners, structures and components thereof, furniture, furnishings, special lighting fixtures, trade fixtures and equipment furnished and installed or used in the operation of the Event. Facilities shall include fencing, barriers and other protection equipment necessary to meet all safety standards. The quality level, design and appearance of all facilities shall be of high quality appropriate to the circumstances.
- l) *Guidelines* mean these District Event Guidelines.
- m) *Person* means an individual, firm, partnership, corporation, association, or other legal entity.

- n) *Planner* means the person planning a District Function, including the Planner's employees, agents, subcontractors, affiliates, successors, permitted assigns, and other persons controlled by the Planner.
- o) *Promoter* means the person seeking to hold a District Event, including the Promoter's employees, agents, subcontractors, affiliates, successors, permitted assigns, and other persons controlled by the Promoter.
- p) *Pyrotechnics* means small devices intended for professional use, primarily indoors, and which are similar to consumer fireworks in chemical composition and construction.
- q) *Reimbursable Costs* means all costs and expenses incurred by the Town for activities associated with the staging of the Event, including, without limitation, the following:
- Utilities services provided, including all of the costs of installation, maintenance, and connection
 - Repair, maintenance, and removal of facilities in the event of a failure of the Planner, Promoter or host
 - Repair of streets, alleys, sidewalks, parks, and other public property
 - Police protection
 - Fire protection
 - Emergency medical service
 - Garbage disposal and cleanup
 - Other direct costs associated with the Event
- r) *Restaurant/Retail Promotional Event* means an event hosted by a restaurant or retail establishment for the purpose of promoting business that, because of its nature or size, requires city services or involves activities that are not allowed by the applicable zoning district.
- s) *Special Event or Event* means a District Event, District Function, Non-District Event, Restaurant/Retail Promotional Event, or other event that includes activities or facilities that are not allowed by the zoning applicable to the property on which the event is located.
- t) *Special Event Committee or Committee* means a committee appointed by the City Manager that consists of at least five (5) people, which may include, as determined by the City Manager to be necessary for an appropriate review, the Building Official, Assistant City Manager, Conference & Theatre Centre Manager, Environmental Services Official, Assistant Finance Director, Deputy Fire Chief, Marketing Communications Manager, Director of Parks and Recreation, Captain of Police, Special Event Manager, Street Superintendent, and other such additional City staff determined by the City Manager to be appropriate.

- u) *Special Event Manager* means the Town official designated by the City Manager as primarily responsible for managing Special Events.
- v) *Special Event Permit or Permit* means the Town's written authorization to hold a Special Event. The permit may impose terms and conditions, and is subject to the Guidelines of the District when held within the District.
- w) *Town or City* means the Town of Addison, Texas.

SPONSORSHIP REQUEST

The Town of Addison shall consider Event sponsorship opportunities on a case-by-case basis. To be considered for such funds, Planner shall submit the sponsorship application at the time the District Function application is submitted to the Conference Centre Manager. The Manager shall review the request and make a recommendation to the City Manager for his approval within 30 days after the application is received. Depending upon the amount of the request, some sponsorship applications may need to be submitted to the City Council for approval. In making a recommendation, the Manager shall consider whether the event will promote the Town of Addison in a positive light, and whether the event is likely to attract tourists and have a positive economic impact on the Town. The City Manager may authorize sponsorships that do not exceed \$25,000 in expenditures by the City. Sponsorships that exceed \$25,000 in expenditures by the City must be approved by the City Council.