

Pasadena Convention Center & Fairgrounds

STATEMENT OF POLICIES

1. RESERVATION PROCEDURE FOR THE PASADENA CONVENTION CENTER & FAIRGROUNDS

The use of the facilities and grounds will not result in the discrimination against any person or group on the basis of color, race, religion, sex or any other ground prohibited by law. The Pasadena Convention Center and Fairgrounds are available to all users on a first-come, first-served basis; however, the Director reserves the right to reject or cancel any event which is likely to create an unreasonable risk of injury or damage to the facility, licensee or patrons thereof, or any event that has been scheduled due to false or misleading information provided by the Occupant or event coordinator. No verbal agreement for the use of the Convention Center or Municipal Fairgrounds will be binding upon either party to the agreement. Reservations for use on recognized holidays shall be determined by the Director and are subject to Holiday rates and availability of staff.

- Completed and signed Rental Reservation Application submitted to Pasadena Convention Center office; approved by the Director or his designee.
- A 25% deposit is required within 72 hours of reservation request confirmation.
- 120 days before the event, the Occupancy Agreement will be sent to the promoter. Within 15 business days of the Occupancy Agreement origination date, the signed Occupancy Agreement, signed statement of policies and partial payment of 25% are due to secure the rental.
- The remaining balance of 50% must be paid 30 calendar days before the day of move-in or the last business day prior to the event. **No checks will be accepted within 30 days of the event. Only cashier's checks, money orders, cash, or credit cards will be accepted. (UPDATED 7/8/15)**

2. SECURITY DEPOSIT

Any act deemed in non-compliance of Occupancy Agreement, statement of policies and federal, state and municipal codes may be cause for forfeiture of security deposit.

The amount of security deposit shall be established by the Director or his designee not to exceed five thousand dollars (\$5,000.00). In the event the proposed event is to include activities which, in the opinion of the Director, create risks to the Facility or furnishings, or necessitate additional custodial services, the Director shall require such additional amounts for the security deposit as the Director deems commensurate with such risks or anticipated additional services.

The security deposit shall be used to repair, replace or pay for any property that is damaged or destroyed by the Occupant or event coordinator or any patron, participant or invitee at the event. The Director may hold such security deposit for such period of time as it is necessary to determine the full extent of damage and to make all repairs and/or secure replacement of damaged property. The security deposit shall also be used to cover for any miscellaneous fees incurred during the event. The security deposit, or a portion thereof, may be retained by the City as compensation for use of the Pasadena Convention Center and Fairgrounds facility, property, personnel, or for usage fees incurred by the Occupant or event coordinator after the Occupancy Agreement terms have expired. The security deposit will be held until the Director determines that all security officers and other fees have been paid.

3. CHANGES IN OCCUPANCY AGREEMENT & CANCELLATION:

Changes requested by Occupant or event coordinator after the Occupancy Agreement has been created will result in a \$25.00 charge. Written notice is required for cancellation of event. **Deposits and rental fees are non-refundable. Security Deposits are refundable at the discretion of the Director.**

4. SET-UPS, MOVE-IN AND DECORATION

Events are required to utilize a decorating/event services company to perform all set-up of tables, chairs, staging, lighting, a/v equipment, etc. Event Services company must provide Convention Center with certificate of insurance. Drawing must be furnished by decorator no later than two weeks prior to event date. Drawing must detail location, dimensions of all exhibit booths and aisles, and utility (electrical) requirements. These requirements must be approved by the Director at least two weeks prior to the event.

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Pasadena Convention Center:

No vehicles allowed in Pasadena Convention Center during move-in or move-out without written consent of the Director or his designee.

Fairgrounds and Fairground Facilities (Campbell Hall, Ross Kelley Rodeo Arena, FFA Pavilion, Barbeque Pavilion):

Portable bleachers for seating in the FFA Pavilion are available upon request, no later than 2 weeks prior to the event.

Occupant or event coordinator is required to provide trash receptacles and liners with the exception of Campbell Hall.

No 18-wheeler trucks shall drive on the plaza between the Ross Kelley Rodeo Arena and Campbell Hall.

For larger events and/or concerts, Occupant or event coordinator is responsible for renting port-o-lets.

For concerts on Fairgrounds, Occupant or event coordinator is responsible for renting a generator to supply power to the bands.

Applicable to all facilities:

Tents, staging, lighting or any other equipment on the grounds must be free-standing or stabilized with water barrels and must be approved by the Director or his designee.

All decorations or hanging of signs and banners shall be the sole responsibility of the decorator hired independently by the Occupant or event coordinator and must have prior written approval by the Director. All decorations, signs, and/or banners shall be removed by the decorator/Occupant/event coordinator promptly after said event is over. No signs or posters will be attached to the walls, ceilings, or floors without prior approval from the Director. No items may be hung from the ceiling, light fixtures, or speakers without prior arrangement or approval from the Director or his designee. Special sound, lighting or decorations to be hung from the ceiling of any building shall require a letter from a structural engineer and shall be obtained and paid for by said Occupant or event coordinator.

A drawing detailing fencing, cones, and/or barricade locations must be presented for the Director's approval at least two weeks prior to the event. Blocking interior roadways to vehicles must be authorized by the Director at least two weeks prior to the event date.

The individual who reserves the Convention Center and Municipal Fairgrounds and executes the Occupancy Agreement is required to be present at the scheduled function for the duration of that function including set-up, dismantle, and clean-up activities or appoint a duly authorized representative who is authorized to act on his/her behalf.

5. CLEAN UP & MOVE-OUT

Decorator/Occupant/Event coordinator is responsible for removing all decorations, personal belongings and equipment not owned by the City. The facilities shall not be held responsible for articles left on premises. The facilities shall assume no responsibility or liability for losses when such loss was caused by theft or disappearance. Failure to abide by the clean-up rules may result in forfeiture of security deposit and prohibition from future use of facilities.

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6. SECURITY

Security is required for all events and needs shall be determined by the Security Coordinator. Exceptions or amendments may only be made by the Security Coordinator and/or the Director. Security personnel will be paid at the rate established by the Security Coordinator. Security personnel will be paid in full prior to the beginning of the event. No public admittance will be permitted until security personnel have been paid. The

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officer in charge of the Security Detail has the authority to terminate the event for non-compliance with rules and regulations to include sound/noise level, lewd, lascivious, indecent, vulgar, obscene or sexually explicit, including public displays of nudity if deemed necessary.

7. SIGNS/BANNERS

Occupant or event coordinator shall not post, exhibit or allow to be posted or exhibited, any sign, advertisement, show bills, lithograph, poster or card of any description, inside or outside any building or structure, or at any other location on the Facility, without prior written authorization of the Director or his designee. Failure to abide by guidelines set forth by the Director or his designee will result in removal and disposal of the materials. Occupant will be charged for any costs associated with the disposal of materials based on staff time spent in disposal of material.

The hanging of pictures, banners, or other items from molding or elsewhere must have the approval of the Director or his designee and must be installed by authorized personnel. The Occupant or event coordinator shall not distribute or circulate or permit to be circulated any advertising matter or programs at the entrance to any part of the premises that does not pertain completely to the immediate attraction. Such material must have the approval of the Director or his designee. At no time shall any such advertising matter be distributed or circulated on parking facilities or walkways adjacent to the facilities.

Signage that is political in nature is prohibited from placement on the Convention Center grounds, the Fairgrounds, or City property. Exceptions to this policy are placement inside individual booths or inside the rented space for a political fundraiser for that individual politician.

In order to abide by the sign ordinance in effect within the City of Pasadena, no sign of any type shall be placed on the facility's property outside the building without the written approval of the Director or his designee.

8. FACILITIES, FURNISHINGS & EQUIPMENT

No nails or any other hardware (including staples) are to be driven into any portion of the Pasadena Convention Center and Fairgrounds, or cause or allow any changes, alterations, repairs, painting or staining of any part of the Pasadena Convention Center and Fairgrounds, its furnishings, or equipment thereof, or do, or allow to be done, anything that will damage or change the finish or appearance of the Pasadena Convention Center and Fairgrounds or the furnishings thereof. Tape and other adhesive materials shall not be applied to walls or other surfaces without the prior written approval of the Director. If authorized for usage by the Director, tape and other adhesive materials must be removed by Occupant or event coordinator at the close of the event. All products or balloons that could rise to the ceiling because of the physical properties of the products are prohibited without written consent of the Director.

No confetti of any kind will be allowed in the buildings. The throwing or pitching of any substances such as natural flower petals, silk or synthetic flower petals, rice, birdseed, Silly String, or small packaged items is prohibited inside or outside the facility or elsewhere on the facility's property. The use of sparklers or bubbles is prohibited inside, outside, or anywhere on the facility's property. A reduction of the Security Deposit will be charged if Occupant or event coordinator fails to comply with this policy.

No person may use or transport any equipment, furniture, or other article which is the property of the facility without the approval of the Director or his designee.

Absolutely, no metal wheels are allowed on the flooring of the Convention Center.

Damage to facilities, equipment or accompanying grounds will result in the forfeiture of security deposit and may result in prohibition of future use of facilities. The Pasadena Convention Center and Fairgrounds reserves the right to seek cost of damages incurred in excess of security deposit.

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9. SAFETY

A floor plan must be submitted by Occupant/Event Coordinator/Decorator to the Manager of Sales & Events for approval by the Fire Marshal's office at least two weeks prior to event. The Fire Marshal or his designee may inspect the event at any time and has the authority to terminate the event for non-compliance with rules and regulations if deemed necessary. In no event, shall the number of persons in attendance of the event be in excess of the designated area capacity as determined by the City's Fire Marshal.

Occupant/Event Coordinator/Decorator will furnish his own ladder and lift and/or any other piece of equipment that may be needed for him to decorate or set up his event. This includes all dollies for move-in or move-out.

All exits and exit lights are to remain unaltered and clear of obstruction. No lighting circuits or extensions are to be plugged into any exit light fixture or socket.

All electrical equipment must be UL approved and all gas operating equipment must be approved by the Fire Marshal's office prior to event move-in. No butane or propane bottles and/or tanks of any size will be allowed or used within any building of the complex.

No reloading equipment shall be used for any event for any purpose. Reloading equipment may be displayed but must be free of any and all gun powder residue.

No open-flamed candles or other type of open-flamed devices shall be permitted inside the facilities.

All exhibitors, groups, shows, etc. must comply with all federal, state, and municipal codes that apply to places or buildings or public assembly.

All curtains, bunts, and drapes of any kind must be of non-combustible materials.

Exits and passageways should be free of any chairs, moveable seats or other obstructions to be or remain in the entrances, exits or passageways of the facilities. No portion of the sidewalks, entries, passages, halls, elevators or ways of access to public utilities of the Pasadena Convention Center and facilities of the Fairgrounds shall be obstructed by Occupant or event coordinator or used for any purpose other than for ingress and egress to and from the licensed premises.

All automobiles, trucks, RVs, motorcycles, boats, and other combustible engines to be used or displayed in the buildings must have battery cables disconnected and taped, and all gas tanks must have tank caps locked or taped. **Tanks must be no more than one-quarter of a tank full. (UPDATED 7/8/15)** Vehicles must be checked by the Fire Marshal.

For events held on the Fairgrounds, additional lighting is required after dark.

For events held on the Fairgrounds during the warmer season, misting tents or cooling fans are strongly recommended.

For larger events such as concerts, Occupant or event coordinator is required to provide sufficient EMS and provide Pasadena Convention Center staff with company, contact name and phone number of EMS services provider no later than two weeks prior to the event.

Glass containers are prohibited on the property of the Convention Center and Municipal Fairgrounds.

10. SOUND SYSTEM

All connections to Pasadena Convention Center and Fairgrounds sound or utilities must be made by Event Services Company/Contracted Sound Technician. Arena Sound System will be available when arena suites are rented and Occupant or event coordinator will be responsible to see that the sound system is returned in the same good condition as when received. Occupant or event coordinator may be responsible for hiring City

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Electrician for special connects or disconnects for band/sound, etc. Occupant or event coordinator is responsible for providing technical staff to handle sound during event.

11. FOOD & BEVERAGE, INCLUDING ALCOHOLIC BEVERAGES

No food or beverages may be brought into the Pasadena Convention Center, Fairgrounds, or any Fairgrounds facilities (Campbell Hall, Ross Kelley Rodeo Arena, FFA Pavilion, or Barbeque Pavilion) by any participant, patron, vendor or Occupant unless authorized in writing by the Director or his designee. All catering and concessions will be handled by the Occupants choice caterer or concessionaire. An agreement between the caterer and/or concessionaire and the City of Pasadena must be on file at least thirty days before the scheduled event along with a copy of their insurance naming the City of Pasadena as additional insured. A food and/or alcohol service fee applies for profit and non-profit occupants bringing food or alcohol into the facilities. As of 2/8/2020 - Concessions are handled by Pappa Yolk's Grill at no cost to the occupant. A concessions buyout is optional – occupant must pay fees outlined in the concessions agreement and provide the required insurance and permit(s). Alcoholic beverages must be served by certified TABC servers and absolutely no alcohol will be brought in by anyone other than the caterers or concessionaire.

There shall be no alcohol consumption in the parking areas except as allowed during events that are held outside on the grounds. **Glass containers are prohibited on the property of the Convention Center and Municipal Fairgrounds.**

12. INSURANCE & PERMITS

Occupant or event coordinator shall be required to obtain policies of insurance by companies authorized to do business in the State of Texas. Occupant or event coordinator must provide certificates of insurance naming the City of Pasadena as additional insured under the policies in the following:

- a) Comprehensive general liability to the limit of not less than one million dollars (\$1,000,000.00) each occurrence for bodily injury and property damage and one million dollars (\$1,000,000.00) in the general aggregate (other than products/completed operations) and one million dollars (\$1,000,000.00) products/completed operations aggregate limit. The insurance shall contain an endorsement providing blanket contractual liability coverage to insure the liability assumed herein. The certificates of insurance shall designate the City of Pasadena being additional insured and shall provide for a thirty-day notice of cancellation provision.
- b) Worker's Compensation coverage as required by Texas statutes.
- c) The Director or his designee shall be provided with a certificate evidencing all such insurance as specified herein, and any other insurance which the Director or his designee may require. This certificate shall be submitted no later than 2 weeks prior to the event.
- d) Occupant or event coordinator shall indemnify the City under the terms of the written agreement approved by Council.

Insurance will be required of all events. Caterers and food vendors are required to have insurance naming the City of Pasadena as additional insured. Caterers and food vendors providing service for public events must have a permit through the City of Pasadena Health Department. Permits are also needed for shows involving animals (circuses and any shows selling animals). Animal permits must be obtained through the City of Pasadena Animal Control & Adoption Department 30 days prior to the event date. Events including carnival rides must also obtain the appropriate permits and safety inspections by the City.

Any event requiring access to City of Pasadena electrical panels (including, but not limited to, cook-offs, concerts, circuses, festivals, or rodeos) must obtain an overtime permit through the City of Pasadena Permit Department as a City electrician must be on site during such events. (UPDATED 7/8/15)

13. GENERAL POLICIES

- a) The Pasadena Convention Center, Campbell Hall, and the Ross Kelley Rodeo Arena are designated as non-smoking facilities.
- b) Events honoring individuals under 21 years of age are required to end no later than 12 Midnight.
- c) Events held on Sundays must end no later than 8:00 p.m.

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- d) Bio-hazardous materials must be removed and disposed of properly by Occupant or event coordinator. Security Deposit will be forfeited if bio-hazardous materials are left inside the facilities or on the grounds.
- e) The City of Pasadena reserves the right to refuse rental to any Occupant or event coordinator on the grounds of past experiences.
- f) Broadcast or telecast: Occupant or event coordinator has the responsibility to inform the Director when a telecast or broadcast will be conducted at the complex at least four weeks prior to the event that will be broadcast. The Director shall negotiate the cost for the right to broadcast these events. The Director has the right to determine whether or not the telecast or broadcast will be conducted at the facility.
- g) Public address announcements: The facilities will not make public address calls for the general public attending shows, but will make announcements in reference to the general welfare to the public attending events.
- h) Copyright infringement: the Occupant or event coordinator must accept all responsibility for and absolve the facilities, staff and the City of Pasadena from any and all liability or expense arising out of any composition by members of the American Society of Composers, Authors and Publishers (ASCAP), or any other copyright owner, which shall be played or sung in connection with any use of the facilities, whether amplified, televised or otherwise not in form of a mechanical recording, or personal rendition, unless the sponsor of the program has first paid any fee required and the Occupant or event coordinator shall provide satisfactory evidence of such payment to the Director or his designee prior to such program. The Occupant or event coordinator shall covenant and agree to indemnify and hold harmless the facilities, staff and the City of Pasadena from all liability or cost whatsoever for infringements or other violations under the copyright laws.
- i) Reletting and subleasing: The City of Pasadena reserves the right to relet any portion of the facilities which become vacant during the lease of any other Occupancy Agreement. If the City relets because of Occupant's or event coordinator's fraud, no refund will be due the Occupant. No Occupant or event coordinator shall assign or sublet any part or portion of said lease.
- j) Liability for Occupant, event coordinator, or event organization; property: Neither the facilities, staff or the City of Pasadena shall be liable for any loss, damage or injury on properties of any kind that are shipped or otherwise delivered to or stored on the premises. Properties shall not be received until the Occupant, event coordinator, or event organization has made prior arrangements for receiving, handling and storage of such materials with the Director or his designee. Such requests must be made in writing no later than 2 weeks prior to the event.
- k) No vehicles of any kind are allowed on berms, levees, retention ponds or similar areas.
- l) Box office rates and ticket procedures: Tickets may be sold by advance ticket agencies only by written permission from the Director or his designee. The facilities staff shall not sell tickets unless they are directed to do so by the Director as authorized by the Mayor in writing.
- m) Advertising events: All advertising of said attractions must state total admission prices. The Occupant shall not announce events scheduled at the facility until Occupancy Agreements have been prepared and executed by the Director or his designee. Advertising rates for the LED sign will be established by the Director or his designee.
- n) Basic services: The facility's basic rental includes the established utilities which are electric light, heat and/or air conditioning and water necessary for the preparation of the attraction. However, failure to furnish any of the foregoing utilities resulting from circumstances beyond the control of the facility shall not be considered a breach of contract. A special rate shall be established for extraordinary utility usage.
- o) Animals: No animals or pets are allowed within the facilities except as a service animal or part of a regularly scheduled event, stage performance, act, rodeo, farm show, or circus. At no time will any animal other than a service animal be allowed in a designated food area. In order to promote the use of the facility for dog, cat, bird, horse, or other animal shows, kennel permits are not necessary to obtain for exhibitors, event coordinators, or promoters whose show lasts less than three (3) days unless animals are being sold during the show.
- p) Solicitations: No collections or donations shall be allowed at the facilities without the approval of the Director.
- q) Alterations of leased premises: If alterations of the facilities are required, said alterations must first be approved by the Director or his designee.
- r) Abandoned equipment or articles: The facility shall not be held responsible for articles left on premises. The facility shall assume no responsibility for liability for any losses whatsoever or any losses associated

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with any articles left on the premises after the event. Said articles shall be considered abandoned and shall be disposed of immediately upon end of move-out.

- s) Authorized refunds of Occupant or event coordinator's payments: Refund of advanced rental deposits may be authorized where:
 - 1 The scheduled performance or event is canceled under any terms of the regulations governing the management of the facilities.
 - 2 The performance or event is canceled at the request of the Director or his designee.
- t) Permits and licenses: It is the responsibility of the Occupant or event coordinator to obtain the necessary permits or licenses, prior to the Occupant's or event coordinator's occupancy of the facilities.
- u) Holidays: Holidays will be defined as the official days that are recognized as holidays by the City of Pasadena and not necessarily the actual date of the holiday. Holiday rates shall apply if the facilities are leased during any holiday. Holiday rates will be left to the discretion of the Director or his designee based on availability of staff, overtime pay, and other elements.
- v) Compliance: Occupant or event coordinator shall comply with all city, state, county, and federal laws, with regulations pertaining to facilities. Violations by the Occupant, event coordinator or its agents or employees may result in the cancellation of the Occupancy Agreement and/or discontinuation of the use of the facility.
- w) Objectionable conduct: Any person, performer, or person attending events at the facility whose conduct becomes objectionable, disorderly, or disruptive shall be subject to ejection from the premises. The Occupant or event coordinator shall hold the City of Pasadena and its employees harmless from any claim for such action and will not be entitled to any refund for tickets of admission paid.
- x) Right of entry: The Pasadena Convention Center staff and other City of Pasadena personnel reserve the right to enter any facility at any given time including during an event.
- y) Parking: The City of Pasadena shall maintain and control parking on the facility's property. At all times, parking for the facility's events shall have priority over parking for any other purpose. The Pasadena Convention Center and Municipal Fairgrounds retains all parking rights. Rates are to be determined by the Director or his designee.
- z) Lobby booths: No vendor or display booths will be allowed in the lobby area due to traffic congestion and public safety. This area should only be used for registration tables for the event.
- aa) Mosquito spraying: If extra mosquito spraying is needed for any event whatsoever, the Occupant or event coordinator must notify the Convention Center at least two (2) weeks in advance and pay the Convention Center two (2) weeks in advance for the spraying. The Convention Center has a normal spraying schedule four (4) times a year and anything beyond that will be considered extra spraying. Fogging of the drains will cost additionally as well. All spraying must be done by a licensed professional contracted by the City of Pasadena for public safety. Therefore, no entity utilizing the grounds may "do it themselves" or hire their own company.
- bb) Helicopters: Permission for helicopter landings on the Fairgrounds must be requested in writing from the Director of the facility at least six (6) weeks prior to the event. It is the responsibility of the Occupant or event organization to comply with all laws, licensing, and safety associated with this activity. A safety plan, insurance, and contact information for the company, pilot, and the requesting organization must also be included in the request.
- cc) Meeting room space: Rooms 102, 103, and 107 are designated as meeting rooms and are not to be used for booth or exhibitor space unless authorized in writing by the Director or his designee.
- dd) Any Pasadena Convention Center staff representative or Security personnel is authorized to monitor compliance of the Occupancy Agreement, statement of policies, and federal, state and municipal codes. Any act deemed in non-compliance may be cause for forfeiture of security deposit, termination of event and/or prohibition from future use of the facilities.

DEFINITIONS

Occupant— approved applicant who has entered into a licensed agreement and has submitted required deposit(s) and rental fees; provided, however, the term shall not include any person whose license agreement has been terminated or cancelled.

Director – Director of the Convention Center and Municipal Fairgrounds or his designee

Event Day – consecutive 24 hour period

Reservation Request – event date requested by potential Occupant or event coordinator

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Reservation Application – form completed by potential Occupant or event coordinator to include, but not limited to contact information, event details and requesting specific dates

Security Deposit – a deposit to cover any miscellaneous fees (tables, chairs, etc.) and/or damages incurred due to the event

I have read the Pasadena Convention Center and Municipal Fairgrounds Statement of Policies and understand that it is my responsibility to comply with these policies and procedures. If I am unable to comply, I understand that my event may be canceled or shut-down and/or my security deposit may be forfeited.

Lessee signature

Date