

Please read these regulations carefully as they are a part of your contract with the City.

The Thomas Center is a center for arts and cultural services and is owned by the City of Gainesville and operated by the Department of Parks, Recreation and Cultural Affairs, Division of Cultural Affairs. It has been listed with the National Register of Historic Places since 1973. The Thomas Center Gardens include all outdoor areas surrounding the Thomas Center, the Grace and Sidney Knight Children's Theatre, Turtle Court, Gardens West and Sculpture Gardens.

Care is taken to preserve the historic nature of the facility; and, we ask our Lessees to respect the special Use Regulations to prevent any damage to the building or misuse of the facility. In addition to liability for damages, any user who causes damage to the Thomas Center beyond normal wear may lose the right to use the facility in the future.

All events at the Thomas Center will be confirmed upon execution of the Thomas Center Rental Agreement between the Division of Cultural Affairs' Facilities Coordinator and the person in charge of the event (Lessee). This Agreement includes a promise to uphold current Use Regulations. The execution of the Agreement is valid upon receipt of all fees due and only for the date of the Agreement.

Thomas Center Use Regulations

1. **NO SMOKING.** The Lessee shall not permit smoking at any time. Violators are subject to fine by civil authorities. It is not permissible to light candles or do anything which causes a high concentration of particles e.g., dust, vapor, smoke, confetti, snow, glitter, sparklers etc. to be in the air, as this may activate the halon fire extinguishing system. In the event this regulation is disregarded and the fire extinguishing system is discharged, the Lessee is liable for the cost of recharging the system.
2. **CLOSING TIME.** At stated expiration time of lease, Lessee will peacefully yield up all of the leased premises in as good order and repair as upon commencement of this lease. Only reasonable wear and tear is expected. If an event extends beyond the time specified in the Rental Agreement, additional room rental fees will be assessed at an hourly rate as designated in the current fee schedule for each hour or portion thereof, plus an additional Staff person fee, at the rate as stated in the current fee schedule. These additional fees shall be charged and may be taken from the security deposit.
3. **CONSUMPTION/SALE OF FOOD AND DRINK.** Food and drink are not allowed in the Main Gallery or the Period Room of the Thomas Center. Actions and conduct of Lessee, Lessee's clients, visitors or employees shall be the sole responsibility of the Lessee. The Lessee has the responsibility to assist in compliance with this regulation. The Lessee shall obtain prior consent from the Department for sale of any consumable or non-consumable items. Alcoholic beverages may be consumed in the Thomas Center Building or in the gardens, but not sold. If Lessee charges admission, this is considered a sale and is in violation of City ordinance. Lessee is responsible for obtaining appropriate permits and licenses and for monitoring the consumption of alcohol by guests, visitors, or patrons. No kegs are permitted.
4. **CATERER REGULATIONS.** Hot hors d'oeuvres and/or meals served in the Thomas Center are to be provided only by a licensed caterer who has signed the Division's "Caterer Use Agreement" form. Non-heated food and beverages may be served by Lessee, agents or invitees, only if the Lessee signs the "Caterer Use Agreement" at the time of rental.
5. **STAFF.** An employee of the Division of Cultural Affairs is in charge of the facility during each use. Department staff is responsible for taking reasonable security and safety precautions, preventing unauthorized entry to the leased premises, and is generally available to assist Lessee during the rental period. Staff may not serve food or beverages, unload or set up equipment not rented from the City or perform other acts which put the City at risk of suit. Established rates for Staff are listed in the current fee schedule.

6. **REMOVAL OF EQUIPMENT AND DECORATIONS.** At the conclusion of the event/performance, the Lessee shall clear the facility of all material which has been brought into the Thomas Center for their event. Items left will be discarded and a charge will be assessed for failure to adhere to this regulation. It shall be the Lessee's responsibility to move items for storage into the lower level if arrangements have previously been made for later pick-up by a florist, caterer etc., and a storage charge was paid.
7. **THROWING OF SUBSTANCES PROHIBITED.** Nothing is allowed to be thrown on the premises, including the outdoor gardens; that is, no rice, birdseed, confetti, glitter, silly string, bubbles, flower petals, sparklers or the like. If this regulation is disregarded, a fee will be assessed from the security deposit.
8. **INSTALLED DECORATIONS.** Because of the public and historic nature of the Thomas Center, any furnishing, seasonal decoration and/or other appurtenances already in place will not be moved in order to accommodate any Lessee. No fixed part of the building will be disarranged in any manner.
9. **INSTALLATIONS.**
 - A) The Lessee shall not install any wires or electrical appliances without written consent from the Facilities Coordinator.
 - B) Use of tape or other adhesives, nails, tacks, screws or similar articles on interior or exterior surfaces is not allowed. A minimum damage fee or cost of repair, which ever is greater, will be assessed from the security deposit for any infringement of this rule. All decorations shall be put up without defacing the building, and their installation shall be subject to the prior approval and subsequent supervision of the Facilities Coordinator.
 - C) The Lessee may hire an outside vendor to install a special event tent on the west lawn provided that Lessee pays a Grounds Maintenance fee of \$300 and signs a tenting procedure contract addendum at the time of reservation. Grounds Maintenance fee will be paid by Lessee in addition to the standard Reservation Deposit and Security Deposit.
10. **LIGHTS, HEAT, WATER AND VENTILATION.** The Division of Cultural Affairs will furnish lights, heat, water and ventilation. Please note: heating and cooling are automatic and cannot be regulated by staff due to the complexity of the systems. Any special lights, lighting effects or fixtures shall be provided by and paid for by the Lessee as set forth in Regulation #9 above, after the express written approval of the Facilities Coordinator.
11. **PROTECTION OF FLOORS.** Any item to be moved across an uncarpeted floor must be carried to prevent scarring of the floor surface.
12. **FEES.** All fees for the Thomas Center are determined by the Gainesville City Commission and are subject to change at its discretion. The Division of Cultural Affairs has no authority to change or waive these fees; therefore, no price can be altered once the Rental Agreement has been executed. All events require payment of a non-refundable deposit of \$200 to reserve the date. This non-refundable deposit is not transferable to other City departments or facilities. This deposit is applied to the total charge upon payment of fees and may be transferred only one time to another available date; after that it will be forfeited. All fees are due 30 days in advance of the event date. The Lessee is responsible for paying all fees by the deadline. The Thomas Center is not responsible for notifying Lessee that deadline is approaching. Payment may be made by cash, check, VISA or MasterCard credit cards.

The City of Gainesville Division of Cultural Affairs offers a co-sponsorship program to local artists for cultural events held at the Thomas Center. Each artist is limited to four events per calendar year. Local non-profit organizations may contract with artists outside the Alachua County area to perform a cultural event at the Thomas Center. Please see the co-sponsorship guidelines for detailed information regarding the co-sponsorship program.

Rental fees must include the total duration of time for access required by caterer, agent or user, as well as sufficient time for complete clean-up of the leased premises. One and a half hour set up and one and a half hour for clean up is required when using one room. Two hour set up and a one and a half hour clean up is required when using multiple areas.

A) Staff Fee. Rental fees are for the use of the building only and do not include the cost of staff required to cover the event. Staff fees are listed in the current fee schedule. One staff person is required when renting one area inside or out in the gardens and event attendees do not exceed 60 people. Two staff persons are required when renting multiple rooms. Two staff persons are required for events accommodating 61–199 people. Three staff persons are required for events accommodating 200+ people. Staffing fees must include the total duration of time for access required by caterer, agent or Lessee, as well as sufficient time for complete clean-up of the leased premises. State sales tax must be charged on all staff fees. Non-profit organizations must present proof of tax-exempt status when rendering payment of Staff fees.

B) Rehearsals. Rehearsals may be arranged after business hours for a fee.

C) Pianos. The grand piano or upright piano in the Spanish Court may be rented for the fee noted in the current fee schedule. Use of either instrument must be requested in advance and duly noted in the Rental Agreement. Special tuning requested for an event will be done by the contractor used by the Division of Cultural Affairs.

D) Available Equipment. The following equipment is available for rental:

- Rectangle tables: 8', 6' card tables
- Round tables: 48", 60", 30" round pub tables
- Chateau chairs
- White wedding chairs
- Brown padded folding chairs
- Grand Piano
- Upright piano
- 25" TV / VCR / DVD player
- Projection screen
- Podium

E) Security Deposit. Lessee shall deposit with the City of Gainesville Division of Cultural Affairs a security deposit in the amount of \$300.00, for events taking place inside the building or \$75.00 for events taking place on the outside grounds only. Deposit shall be made thirty days prior to the event date.

13. REFUND POLICY. In the event of cancellation of a scheduled event, a refund of monies paid will be disbursed, governed by the following conditions:

A) Reservation Deposit. The reservation deposit is non-refundable.

B) Rent, Equipment, and Staff Fees. Refund of paid rent and Staff fees are subject to the following: 25% will be refunded when notice is provided 10 or more BUSINESS DAYS in advance of date of event. No money will be refunded when notice is provided less than 10 BUSINESS DAYS in advance of date of event.

C) Security Deposit. The Division of Cultural Affairs shall have the right and option of applying any or all portion of the security deposit to the cost of cleaning/repair of leased premises, and/or to pay for staffing during hours of access extending beyond those contracted for and to cover loss of revenue resulting from extended use of the Thomas Center. Refund of security deposit will be initiated within five (5) business days following the scheduled event. Notice of this procedure and deduction(s) made to the security deposit will be sent to Lessee, confirming in writing the amount of such deduction(s) and the reason therefore.

Any damage requiring a written estimate of repairs will entail withholding of Lessee's security deposit until said estimates have been received by the Division of Cultural Affairs and the exact amount required for the necessary repair is determined.

In the event Lessee shall faithfully perform the terms of the lease, City of Gainesville Finance Department shall refund to Lessee said security deposit or balance thereof not applied by the Division of Cultural Affairs in discharge of Lessee's obligations.

14. NON-PAYMENT OF FEES AND DEPOSITS. Non-payment by Lessee of any fees and deposits by the date(s) due as stated in Regulation #12 of these Building Use Regulations may, at the discretion of the Division of Cultural Affairs, void the Rental Agreement. This voiding of the agreement will be made without requirement of written notice to the Lessee and will be binding upon the Lessee.

15. CITY, STATE AND FEDERAL LAWS. The Lessee in conducting any performance, public or private gathering, or in giving any lecture or concert shall conform to, comply with, and abide by all laws of the United States and the State of Florida, the rules and regulations of all State and Federal boards and bureaus, the ordinances of the City of Gainesville, and regulations of the Fire Department, the Board of Health and the City of Gainesville Division of Cultural Affairs.

16. FIRE CODE ENFORCEMENT. Aisles shall be used only for passage to and from seats and shall be kept unobstructed at all times in accordance with fire codes. The Lessee shall not transact nor allow the transaction of any business on the premises, nor keep thereon anything that will increase the rate of the fire insurance on the building, nor conflict with the provisions of the insurance policies on the building or any part thereof. The Lessee shall not use nor permit the use upon the premises of any substances of a hazardous nature, such as explosives or highly flammable material, candles or sparklers.

17. PRIOR DAMAGE OR DESTRUCTION OF PREMISES. In the event the building or any part of it is destroyed or so damaged by fire or other casualty as to make it totally or partially unfit for use, the Division of Cultural Affairs shall have the option either to repair such damage or to cancel the Agreement, in which event rental fees collected shall be returned to Lessee.

18. USER PROPERTY INSURANCE. Property insurance does not cover any item in the building that is not the property of the City of Gainesville. Lessee and its agents, caterers or employees are responsible for insuring the safety of all items brought into the Thomas Center. The City of Gainesville assumes no responsibility and no liability whatsoever for the loss of, or damage to, property of the Lessee, its agents, caterers or employees.

19. RAIN PLAN. At the time an event is scheduled in the Gardens, a rain plan should also be discussed. If the Lessee has rented only outside areas, and the decision is made to move the event inside due to inclement weather (i.e. rain, temperature etc.), the City will apply the fees paid for the exterior areas to the rental fees for the interior areas. The Lessee will also be required to pay the difference associated with renting the interior areas.

20. MINORS. Children under the age of ten (10) attending or performing in a scheduled event must be accompanied at all times by parent or guardian and under supervision at all times.

21. VEHICLES. Vehicles will be confined to driveways only. No vehicle, trailer or other heavy equipment may traverse or be placed upon grass or planted areas.

22. NOISE. Lessee is expected to assist the City in being a good neighbor. The Thomas Center is located in a residential neighborhood therefore certain limits on outdoor events apply. Events with a high noise level, such as those using amplified sound, are restricted to Friday, Saturday and Sunday. Music/Sound Provider will be required, prior to the day of the contracted event, to sign a "Music/Sound Provider Agreement" and will be required to abide by all rules and regulations contained therein.

Application for noise permit is required for events that are open to the public and which use amplified sound. These events are limited to hours between 9:00 A.M. and 11:00 P.M. Friday and Saturday, and between 9:00 A.M. and 10:00 P.M. on Sunday. Events of a quiet nature may be scheduled for weekday evenings.

A) Wedding ceremonies, hors d'oeuvres receptions and other functions are permitted in the fountain area in the west gardens provided that the policies listed above are followed.

B) Only wedding ceremonies will be permitted on the northwest side of the gardens near the big oak tree and the Feiber Memorial pergola. No wedding receptions, parties, or other events requiring amplified sound will be permitted in this area.

C) Wedding ceremonies, receptions, parties, film showings etc. are permitted in the Turtle Court provided that the above noise policies are adhered to by the Lessee.

23. OPERATIONAL SCHEDULE. The Thomas Center will be closed on City of Gainesville designated holidays. Rental event hours begin at 7 A.M. and end at 12 A.M.