



# THEATER DISTRICT OUTDOOR VENUES

Fish Plaza ★ Jones Plaza ★ Sabine-to-Bagby Promenade ★ Sesquicentennial Park

## RULES & REGULATIONS

### DEFINITIONS

|                             |   |
|-----------------------------|---|
| Concession Fee:             | The fee imposed on each booth placed at the Facility by User. All Concession Fees are in addition to the User Fee.  |
| Department:                 | The Convention and Entertainment Facilities Department.   |
| Director:                   | Director means the director of the Department, or any person designated by the Director to perform any of the Director's functions.   |
| Equipment:                  | Equipment means the City-owned equipment available for rental.  |
| Event:                      | Event means any type of function or activity for which a Facility may be occupied.  |
| Event Coordinator:          | The person assigned to assist in Event planning and Authorization compliance, who will act as the liaison between the User, the Facility, and the in-house contractors. An Event Coordinator will be assigned to the User's Event when Authorization procedures are initiated and will continue work with the User on the Event to the conclusion of the Event.   |
| Facility:                   | The site proposed to be used in the Outdoor Facility User Authorization.  |
| Facility Manager:           | Facility Manager shall mean the person in charge of overseeing all day-to-day operations of the Facility in regard to Event services, maintenance, repairs and capital projects.  |
| Forced Rental Occupant:     | A User that has successfully challenged a date held by another client.  |
| Gate Fee:                   | Ten percent (10%) of the gross revenue, exclusive of sales tax, derived from participation and admission fees. The 10% Gate Fee shall be in addition to the User Fee.   |
| Manager on Duty:            | The highest ranking Department employee on site and assigned to work with the User during the Event. This person is responsible for making quick decisions during emergencies.  |
| Non-event or Non-event day: | Non-event or Non-event day means a day on which the Event for which the Facility is occupied is not being conducted but during which the User requires access to the Facility in order to set up, break down, or rehearse for the Event or perform other incidental activities.   |
| Non-profit Organization:    | Non-profit organization means an entity organized for religious or not-for-profit purposes that holds a determination letter from the Internal Revenue Service that it is exempt from taxes under section 501(a) of the Internal Revenue Code of 1986, as amended, by virtue of section 501(c)(3); a church or a convention or association of churches within the meaning of section 170(b)(1)(A)(ii) of the Internal Revenue Code of 1986 as amended; or an entity listed in Internal Revenue Service Publication No. 72, Cumulative List of Organizations Described in Section 170(c) of the Internal Revenue Code of 1986, as amended. The term also includes the State of Texas and the United States of America and their agencies and political subdivisions. (§12.1) |

|                |   |
|----------------|---|
| Private Event: | An Event that has guests present by invitation only and the event is closed to the public.  |
| Properties:    | The Facilities and the parking facilities owned by the City of Houston.   |
| User:          | User means an approved applicant who has entered into an Outdoor Facility Use Authorization and has submitted any required deposit(s) or paid the User Fee provided that the term shall not include any person whose Outdoor Facility Use Authorization has been terminated or cancelled. |
| User Fee:      | The rental charges for the use or occupancy of the Facility.  |

## **GENERAL INFORMATION**

1. Facilities (Jones Plaza, Fish Plaza, Sesquicentennial Park) are available for rental between the hours of 6:00 am and 11:00 pm, seven days a week. All Theater District Outdoor Facilities shall remain closed between the hours of 11:01 pm and 5:59 am.
2. The boundaries of Fish Plaza shall be Smith Street on the east, to the benches before the Wortham Fountain on the west, Texas Avenue on the south and the Wortham Center entrance on the north. Jones Plaza includes and is limited to the block encompassed by Louisiana, Texas, Smith and Capital. The boundaries of Sesquicentennial Park Promenade shall be the steps of the Wortham Fountain on the east, Bagby on the west and Texas on the South and Preston on the north. Sesquicentennial Park Commons includes and is limited to green space encompassed by Preston, Bagby, Franklin and Smith. Sidewalks at the perimeter of and abutting public streets for each Facility are considered public right-of-way.
3. User shall not permit gambling within a Facility.
4. Glass containers are prohibited at all Facilities without the prior written approval of the Director.
5. No person or persons may solicit funds, distribute circulars or other literature at a Facility without the prior written permission of the Director.
6. No person may be discriminated against on the basis of race, color, religion, sex or national origin during the use of any City of Houston park or facility.

## **DATE RESERVATIONS & CONTRACTING PROCEDURES**

1. A date may be contracted 365 days or less in advance of the date desired. To contract a date, an approved applicant must sign an Outdoor Facility User Authorization and pay one-third (1/3) of the User Fee or two thousand dollars (\$2,000), whichever is less. Upon the Booking Department's receipt of the signed Outdoor Facility User Authorization and payment, together with the Director's execution of the Outdoor Facility User Authorization, the applicant becomes a User and the tentative date becomes a contracted date.
2. The balance of the User Fee and Contract and Damage Deposit as well as the User's insurance certificate are required at least thirty (30) days in advance of the contracted date or, at the Director's option, the date may be released.
3. If a date is requested thirty (30) days or less in advance, applicant must pay the User Fee, Contract and Damage Deposit and furnish required insurance before a Outdoor Facility User Authorization will be executed by the Director. Payment may be required in cash or by cashier's check at the Director's discretion.

4. Personal or Company checks will be accepted for Events contracted more than 30 days prior to the first day of the Authorization Period. Payment in cash, money orders, or cashier's checks may be required for User Fees and Contract and Damage Deposits within 30 days of the first day of the Authorization Period.

## CHALLENGE PROCEDURES

1. If an approved applicant desires a tentative date held by another, the approved applicant (the "Challenger") may challenge the applicant holding a tentative date for that date (the "Challengee").
2. The Challenger must sign a challenge letter in a form approved by the Director stating they wish to challenge a date, and if successful, promising to guarantee payment of the User Fee for an Event on that date.
3. The Challengee has 48 hours (exclusive of Saturdays, Sundays and holidays) to either provide a written guarantee for the date, or release it to the Challenger. If no word is received from Challengee, dates will be released. A Challengee promoting a Season or Run of Events may sign a letter of guaranty for that date in a form approved by the Director within the 48-hour challenge period in lieu of cash or other form of consideration. A Challengee or Challenger who guarantees a date shall become a "Forced Rental Occupant."

## CANCELLATION AND TRANSFER OF DATES

If a User (except a Forced Rental Occupant as defined herein) cancels a Outdoor Facility User Authorization, the Director may, in the exercise of her sole discretion, grant a User's request to transfer any User Fee and Contract and Damage Deposit that the User has already paid to a new contracted date. The new contracted date must fall within one calendar year of the cancelled date. **User Fees will not be refunded due to weather conditions.**

If the Director determines that the User should not be allowed to request a new contracted date, the City shall refund the Contract and Damage Deposit but retain the User Fee unless the Director is able to resell the date. A Forced Rental Occupant may not reschedule a contracted date.

## BOOKINGS BY OTHER CITY DEPARTMENTS

1. The Director may authorize a department of the City to occupy a Facility for the purpose of an Event upon the request of the director of such department. The Director shall charge another department of the City for occupancy of a Facility for a Class II event. The Director shall submit an invoice to such department of the City. Such department of the City shall approve the invoice and authorize the City Controller to transfer the amount shown on the invoice to the appropriate account. Alternatively, the Director can accept a credit for the Event costs to the Convention & Entertainment Facilities Department on the General Fund internal cost allocation to the Department.
2. The Director may refuse to rent a Facility to, or may cancel a reservation of, a department of the City, if an approved applicant or User seeks to reserve the same Facility and the occupancy of the Facility by the department of the City would interfere with the occupancy of the Facility by the approved applicant or User.

## AMENDMENTS

The hours of usage for a Facility for each day in the User Period may be amended in writing by mutual agreement a minimum of 24 hours in advance of the requested change. No Outdoor Facility User Authorizations may be amended as to the hours included in the Authorization Period after that time.

## INSURANCE REQUIREMENTS

An original Certificate of Insurance is **due at least 30 days prior to your first contracted day.**

A public comprehensive liability insurance policy in the face amount of **\$1,000,000** is required for the Event and must be in affect during the dates and times of the Event, including set-up, take down and clean-up. The City shall be named as an additional insured on all of User's policies, except workers' compensation and employer's liability, without any restrictive modifications. All policies shall contain an endorsement waiving any claim or right of subrogation against the City. User shall obtain the written agreement on the part of each insurance company to notify the Director at least ten (10) days prior to cancellation, material alteration or non-renewal of any such insurance.

The issuer of any policy shall have a certificate of authority to transact insurance business in the state of Texas or have a Best's rating of at least B+ and a Best's financial size category of class IV or better, according to the most recent edition of Best's key rating guide, property-casualty united states.

## EMERGENCY REQUIREMENTS

1. The User must, at all times, conduct its activities with full regard for safety and observe and abide by all applicable rules, including without limitation, the Department's emergency procedures, regulations, and requests of the management of the Facility and duly authorized governmental agencies. The User is responsible for the conduct of all persons admitted to the Facility or any portion thereof.
2. In the event of an emergency, the Manager on Duty and the Director should be alerted. Public information announcements will be made through all available warning systems. The Manager on Duty will contact the Fire Department and the Police Department as appropriate, and recommend evacuation routes so the Facility can be evacuated in an orderly manner. The Fire Department will assist in evacuating the elderly, disabled, and persons with special medical needs. The Police Department will assist by providing traffic control and detaining suspects, if any. The Manager on Duty will take reasonable steps to secure and protect the Facility in the event of an emergency.

## PUBLIC SAFETY

1. User shall provide certified first aid personnel, such as a licensed or registered nurse, an emergency medical technician, or a doctor of medicine. Such persons shall also be certified to administer cardio-pulmonary resuscitation and to operate a defibrillator. User assumes total responsibility for the qualifications and actions of its first aid personnel.
2. User shall also provide all medical supplies and equipment the User deems necessary to handle medical emergencies throughout their Event including, but not limited to, cuts, scrapes, sprains, headaches and other minor injuries and pains. The minimum medical equipment/supplies shall include items such as wheelchairs, bandages, antiseptics, and other items typically supplied in a first aid kit.
3. The User may provide first aid personnel, equipment, and supplies during Non-events if the User determines the nature of the Non-events warrants first aid services. The City reserves the right to require the presence of first aid personnel during Non-event days if the Facility Manager determines that the nature of the Non-event warrants their presence.
4. Any accidents occurring or first aid rendered to attendees, staff or employees must be recorded on the form attached as Exhibit "A" and a copy delivered to the Event Coordinator at the close of the Event. First aid personnel must be present from beginning through end of the Event. The User shall notify the Event Coordinator of the identity of the proposed first aid provider at least two weeks prior to the first day of the Authorization Period. User shall notify the Event Coordinator immediately about any first aid situation.

5. User shall be responsible for all personal items brought onto the property during the Authorization Period, including personal items left in dressing rooms, stage areas, and traffic control in driveways.
6. Law enforcement officers must be hired by the User to provide security during the Event and crowd control during Events as well as Non-events if determined appropriate by the Facility Manager based upon nature of the Non-event. Any of the following types of peace officers may be used: Houston police officers, Harris County Sheriff's deputies, and Harris County constables. All officers are to be armed and in uniform. The number and placement of officers will be determined by the Facility Manager based on the nature of the Event and estimated attendance. Security arrangements are subject to approval by the Facility Manager. User's proposed Event Security Plan must be submitted to the Event Coordinator 30 days prior to the start of the Authorization Period. In cases of emergency, User's security shall take direction from the Manager on Duty.
7. The Facility maintains twenty-four (24) hour security for the protection of the Facility and for access control during Non-events only. Facility security shall be responsible for locking and unlocking all doors at the Facility and shall monitor security cameras, if any, and access alarms. The number and locations of guards are subject to Facility Manager's approval.
8. In the event of a conflict between the Facility security contractor and the User's security contractor, the Manager on Duty shall make the final decision.
9. User shall ensure that all persons working at the Facility in connection with the Event produce on request an identification badge provided by their respective employer or User at all times while at the Facility. Badges must include the name of the wearer and the name of firm they represent.

## **FIRE REGULATIONS**

1. No portion of the sidewalks, ramps, entrances and exits, corridors, passageways, vestibules, halls, lobbies, stairways, escalators, elevators, aisles, driveways, or access to public utilities of the Facility shall be obstructed for ingress or egress.

In addition, access to fire detection and suppression systems, HVAC vents and lighting fixtures and controls shall not be covered or obstructed at any time for any reason. No locks or chains will be placed on any door of the Facility without prior written consent of the Director. Under no circumstances should any exterior door be propped open or any automatic closing device, panic hardware, or mullion be removed from any door of the Facility. Only Facility security or staff may deactivate door alarms.

2. The use of flammable and volatile materials or materials under high pressure at the Facility is strictly prohibited unless prior written approval is obtained from the Houston Fire Department and the Facility Manager. These materials include but are not limited to liquid or gas fuel in tanks attached to machinery or equipment. Gasoline is allowed in the tanks of display automobiles, but it shall not exceed two (2) gallons and the gas cap shall be taped or locked. Duplicate keys of vehicles on display must be provided to the Event Coordinator before the Event begins for use in the event of an emergency.

3. All stage decorations, drapes, signs, banners, table coverings and skirts, carpeting or similar decorative materials shall be flame retardant to the satisfaction of the Houston Fire Inspector. All such material is subject to inspection and flame testing of a sample by the Fire Inspector.

4. User, exhibitors, service contractors, and all personnel must comply with all federal, state, and local fire codes that apply to places of public assembly. Please refer to the City of Houston Fire Code for complete Fire Regulations.

5. Use of lasers at the Facility requires Facility Manager approval and a permit issued by the Department of Health, Bureau of Radiation Control, Austin, Texas. User must also contact the Houston Office of Occupational Health and Radiation.

6. Written permission by the Facility Manager and the Houston Fire Inspector shall be required for fireworks or other pyrotechnics to be set off on or near the Facility. Pyrotechnics also require a permit issued from the Houston Fire Marshal's office. The User shall strictly comply with all restrictions placed on the use of fireworks or pyrotechnics by the Houston Fire Inspector, the Houston Fire Marshal or any other regulatory agency having jurisdiction.
7. The use of propane tanks require a Propane Permit and approval by the Houston Fire Department.

## **PREVENTION OF DAMAGE**

1. Equipment will be set up and/or operated only by Facility staff or contractors authorized to do so by the Facility Manager.
2. The User shall not access the Facility's electrical, mechanical and telephone equipment rooms nor tamper or adjust any such equipment without the specific approval of the Manager on Duty.
3. No adhesive of any kind is permitted to be affixed to any permanent structure or feature of the Facility.
4. No adhesive-backed stickers or decals shall be distributed to Event patrons on or around the perimeter of the Facility unless the Facility Manager approves such distribution.
5. No signs may be attached to any Facility surface, furnishings or equipment without the Facility Manager's prior written consent.
6. No holes may be drilled, cored, or punched in any Facility surface, furnishings or equipment without the Facility Manager's approval.
7. For any area where soil, humus or other landscaping type materials or pens containing live animals are being used, a protective coating must be used to protect the pavers from staining such as Visqueen plastic or a similar strength material.
8. Nothing may be attached to trees, lights or other portions of the Facility. The use of, paint, nails, hooks, screws, thumb tacks, etc., is strictly prohibited.
9. User is responsible for the costs to repair any damage or disfigurement to the Facility resulting from the operation of the User or any of its exhibitors, agents, employees, subcontractors, patrons, etc. User and Event Coordinator will walk-through the Facility prior to and after Authorizations Period so as to identify any damage occurring during Authorization Period.

## **MOVE-IN AND MOVE-OUT**

1. User shall coordinate all move-in and move-out details for the Event with their Event Coordinator.
2. All move-in and move-out activities must be conducted through designated loading areas unless otherwise approved by the Facility Manager. Users may not have exclusive use of load-in areas.
3. The User shall not store or leave forklifts, trucks or truck trailers in or around the Facility either before or after the Authorization Period for any events without the written permission of Facility Manager.

## **SIGN HANGING**

1. The User shall ensure that all beam structures or other painted structures are covered with a protective material before wire or cable is attached to ensure no damage occurs.

2. At no time shall User use electrical, lighting conduits, lighting fixtures, utility pipes or sprinkler systems as supports or as a source for attachment.
3. Whatever goes up must come down! The User shall completely remove all items including, but not limited to, wire and rope, before the end of the Authorization Period.
4. The Facility Manager may, at any time, refuse permission to hang, stop, terminate or delay the hanging or attachment process if they are concerned about safety or damage to the Facility. The Facility Manager's decision will be final in all cases.

## **STAFFING REQUIREMENTS**

1. The User shall furnish all necessary personnel, including but not limited to, first aid personnel and any personnel necessary to ensure that the provisions of the Americans with Disabilities Act are met and so as to provide adequate staffing for the Event during the Authorization Period plus any additional time. The number and type of personnel furnished shall be subject to mutual agreement between the Facility Manager and the User.
2. If the User desires to utilize the services of decorators, electricians, plumbers, carpenters, drayage handlers, stagehands, public address system operators, motion picture machine operators, guards, ticket-takers, ticket-sellers or other laborers or technicians, User shall have the sole responsibility for contracting with, and paying for, such services. In addition, any entity hired by User to perform work in the Facility must satisfy the following standards:
  - A. The entity shall hold all applicable licenses required for performing services within the Facility.
  - B. The laborer or technician shall be thoroughly familiar with those features of the Facility that he or she will be required to operate, to adjust, or to change.

## **GATE FEES**

In the event a participation fee or admission fee is charged by any person for any activity using Convention & Entertainment Facilities Department grounds or facilities for public use, then a Gate Fee applicable thereto shall be ten percent (10%) of the gross revenue, exclusive of sales tax, derived from participation and admission fees. The 10% Gate Fee shall be in addition to the User Fee. By executing an Outdoor Facility User Authorization, the User agrees to the following with regard to the Gate Fee:

1. User shall be responsible for payment of all applicable sales tax to the applicable taxing entity.
2. A ticket manifest shall be given to the Event Coordinator in advance of tickets going on sale.
3. Unless all admission tickets are sold on a computerized ticketing system, User shall be required to use serially numbered tickets to ensure an accurate accounting of ticket sales and calculation of Gate Fee.
4. The Gate Fees will not be imposed on complimentary tickets or others pulled at no value.
5. User may reserve complimentary Tickets for its own use or the use of its designees, but no more than 200 complimentary tickets per Event without the Director's approval.
6. Prior to the end of an event, the User must provide the Event Coordinator with a final ticket sales report, box office statement or auditing report. No later than the 2<sup>nd</sup> business day following the end of the event, User shall complete a final settlement with the Event Coordinator, including, but not limited to payment for the Gate Fees and/or applicable damages.

7. The City will be given access to box office records, ticket receipts, and all other documents reasonably required to verify the User's accounting of sold tickets as it relates to the Gate Fee. The User shall permit the City or the designated entity to audit the User's records related to its ticket sales up to one year after the Event.
8. If a User fails to remit proper Gate Fee, damages or any balance relating to the event to the City, the City may deduct such from the User's Contract and Damage Deposit. In the event that the Deposit is insufficient to pay all amounts due, the User will be invoiced for the amount owed. User will not be allowed to hold dates in a City facility until the situation is corrected. Once corrected, the Director reserves the right to require a specific Gate Fee deposit for all future bookings.

## **ADVERTISING**

Other than as expressly permitted in writing by the Director, User shall not advertise nor permit tickets to go on sale for any Event unless and until the Outdoor Facility User Authorization between the City and the User has been executed by the Director.

We request a courtesy review of all press releases and media ads; including posters, flyers, radio and television ads prior to their release. The Facility's official name and logo should be used whenever applicable. Copies should be sent to the Theater District Booking Department.

## **CONCESSIONS**

1. There is a permanent concession stand located on Jones Plaza called the Plaza Bistro. This concession stand is operated by ARAMARK and they have the sole use of the space. User should be aware that ARAMARK has the right to remain open and operate concession stand throughout the Event for which User has contracted Jones Plaza. This will not, however, prevent User from allowing additional vendors to participate in the Event.
2. If the User requires the closing of the Plaza Bistro during normal operating hours for a Private Event, there will be a minimum buy-out fee of \$1,000.00 each day.
3. All food and beverage items to be sold by additional vendors must be notified by the Director.
4. Health Inspection Permits for additional vendors should be made available to the public by posting in a frame.
5. There are café tables, chairs and umbrellas on Jones Plaza. If an User requires the tables, chairs or umbrellas to be moved from their existing location for their Event, the following fees will apply: \$15.00 per table (which includes 4 chairs), \$30.00 per umbrella

## **FOOD & BEVERAGE PERMITS**

1. Selling food and/or beverages without a concession permit is prohibited. Event Coordinator must issue a Temporary Food Establishment Permit Letter from the Director of the Convention & Entertainment Facilities Department granting User permission to apply for the permit from the City's Health Department. Distribution of food and/or beverages must comply with the rules and regulations of the City of Houston Health Department and any other applicable law.
2. All Events open to the public require a Temporary Food Establishment Permit Letter for distribution or selling of food and/or beverages, even if the use of the Facility is a part of an event being held in Wortham Center, Jones Hall or any other neighboring facility.

3. Food and/or beverages served during a Private Event typically do not require a permit from the City of Houston Health Department.
4. Vendors must place protective covering such as drop cloth, tarp, plastic covering, visqueen, or cardboard under area food preparation and serving area, as well as under any equipment to protect paving material.

**ALCOHOLIC BEVERAGES**

1. Users shall not permit alcoholic beverages within a Facility without the approval of the Director.
2. The Event Coordinator will submit a letter of request for a temporary Texas Alcoholic Beverage Commission (TABC) permit to the Director for signature. The executed letter is then given to the User so that they can obtain the permit from TABC.
3. All events require a TABC permit and Health Department permit for the distribution or sale of alcoholic beverages, even if the use of the Facility is a part of an event being held in Wortham Center, Jones Hall or any other neighboring facility. Distribution of alcoholic beverages must comply with all applicable rules and regulations of state and local authorities.
4. Vendors must place protective covering such as drop cloth, tarp, plastic covering or cardboard under the serving area, as well as under any equipment. Alcohol and beer will stain pavers. User is responsible for the cost of any power-washing and/or special cleaning that may be required by the City.

**VEHICLES**

1. Automobile exhibits, media vans, amusement rides, inflatables are not allowed on Facility without prior written permission from Facility Manager. All vehicles must have a block placed behind each wheel. Plastic or protective covering must be placed under vehicle to prevent damage from oil or other fluids.
2. Placement of all service vehicles, concession vehicles and trailers must have prior approval by the Facility Manager.
3. Trucks or other vehicles that must temporarily block lanes during load-ins, load-outs and event require a permit from the City's Traffic and Transportation Division to block the lane or street as well as one law enforcement officer on-site during the entire time lanes are blocked. At least two lanes must remain open to traffic at all times unless the Traffic and Transportation Department has issued a street closure permit.

**TEMPORARY STRUCTURES**

1. A permit will be required for the use of a tent, canopy or air supported structure having an area in excess of 1,200 square feet. Permits required under this standard must be obtained at the Houston Fire Department Permit Office, 1205 Dart Street, off of Houston Avenue; Telephone: 713-247-8557.
2. Please refer to the following table for minimum distances required between tents, canopies, temporary membrane structures and other structures or vehicles.

| Floor Area (Square Feet) | Minimum separation from any property line, building, other tent, canopy, or temporary membrane structure. | Minimum fire access to roadway width. | Minimum distances for the parking of automobiles or other internal combustion engines. |
|--------------------------|---|---------------------------------------|--|
| 0 – 5,000                | 20 feet   | 12 feet                               | 30 feet  |
| 5,001 – 15,000           | 30 feet   | 20 feet                               | 40 feet  |
| Over 15,000              | 50 feet   | 20 feet                               | 60 feet  |

3. The metal base or support poles of temporary structure must be covered to prevent rust stains on Facility materials.
4. The weight of any structure placed on Jones Plaza or Fish Plaza shall not exceed 300 lbs. per square foot.

## SOUND

### Jones Plaza:

1. Amplified sound shall not exceed 75 dB at any time, measured at the nearest receiving property. The Event Coordinator will monitor sound levels.
2. Amplified sound is allowed only during the following hours:  

|                    |                     |
|--------------------|---------------------|
| Monday - Friday:   | 5:00 pm - 10:00 pm  |
| Saturday & Sunday: | 10:00 am - 10:00 pm |
3. Decibel levels and hours for amplified sound will be vigorously enforced.

### Fish Plaza, Sabine-to-Bagby and Sesquicentennial Park:

1. A Sound Permit may be required for User using a loudspeaker, sound amplifier or any other machine or device that produces, reproduces, or amplifies sound outside of a building or other enclosed structure. The permit can be obtained by contacting the City of Houston's Finance & Administration Department at (713) 837-9838 or by visiting their web site at: <http://www.ci.houston.tx.us/fa/permits.html>.
2. In accordance with City of Houston Code of Ordinances, amplified sound shall not exceed 68 dB without a Sound Permit or 75 dB with a Sound Permit measured at the nearest receiving property. Restrictions apply to all equipment tests, sound checks, rehearsals and performances. The Event Coordinator will monitor sound levels.  
  
User may be fined a maximum of \$500.00 for each 15-minute period in which the average exceeds 75dB and a maximum of \$100.00 for each recorded peak in excess of 103DB. User is responsible for any and all fines, costs of litigation, or other expenses incurred as a result of the violation of any Local, State, or Federal law or regulation dealing with sound pressure levels.
3. Amplified sound is allowed only during the following hours:

|                    |                     |
|--------------------|---------------------|
| Monday - Friday:   | 5:00 pm - 10:00 pm  |
| Saturday & Sunday: | 10:00 am - 10:00 pm |

## PORTABLE TOILETS AND DUMPSTERS

Portable toilets may be required for Fish Plaza and Sesquicentennial Park. When provided, a minimum of one (1) Standard and one (1) Portable Toilet for the Disabled is required for every 100 people. The Facility Manager must approve placement of all portable toilets and dumpsters.

## POST-EVENT CLEANUP

1. User shall restore the Facility to the same condition prior to the Event. User is responsible for cleaning any unusual amount of dirt, debris, oil or grease and for the cost of any power-washing and/or special cleaning that may be required by the City.

2. The City will remove and dispose of light trash. User shall be responsible for arranging removal of bulk trash, crates, pallets, packing material and any other excessive trash. User shall insure that their employees, contractors and subcontractors clean up after themselves and maintain a safe working environment.

3. Materials that are not removed at the end of the Authorization Period may be disposed of by the Facility personnel. The cost of removal, clean-up and disposal will be the responsibility of the User. Neither the City, nor its employees will be liable for damage and/or lost equipment and materials.

## **ELECTRICITY & WATER USAGE**

Use of Electricity and Water requires approval by Facility Manager. A licensed electrician may be required to be on site throughout the event.

## **PARKING**

1. Parking is available in the Theater District Parking Garage. Parking is not allowed in loading areas except as authorized by the Facility Manager.

2. A User with special parking needs such as school buses or large capacity vans will arrange to have buses and other large vehicles drop off and pick up passengers only. Unless authorized in advance by the Facility Manager, parking large vehicles around the perimeter of the Facility is not allowed.

3. If User's move-in or move-out requires that a truck temporarily block a public street, the User must hire at least one law enforcement officer to be on-site during entire move-in or move-out to ensure that traffic flows as smoothly as possible. In addition, the User must obtain a permit from the City's Traffic and Transportation Division (and pay any costs that may be associated with such permit) to block any portion of a public street even for short periods of time. The Event Coordinator can assist a User in obtaining the necessary permit. The User is advised that at least one lane is required to remain open to traffic at all times.

## **CONCEALED HANDGUNS**

1. Except as specifically provided to the contrary herein, firearms and other weapons are forbidden at the Facility. Individuals who fail to comply with this prohibition, or otherwise violate penal laws with respect to carrying a handgun or other weapon, are subject to immediate arrest and prosecution.

2. This prohibition applies to all persons except concealed handgun licensees in possession of the appropriate license issued by the State of Texas, licensed law enforcement officers and/or licensed honorably retired police officers.

## **GIFTS/GRATUITIES**

The City's gift policy strictly prohibits any Facility employee from accepting any gifts, gratuities, loans, favors or any other items of value from parties doing business with the City including the User. Any "item of value" is a term that has no minimum dollar value and could include such insignificant items as pens and sodas. User should be aware of this policy and kindly refrain from offering any Facility employee a tip or anything else that might be construed as an item of value.

**EXHIBIT "A"**

**ACCIDENT REPORT FORM**

Date: \_\_\_\_\_ Event Coordinator: \_\_\_\_\_

Event: \_\_\_\_\_ Location: \_\_\_\_\_

First Aid Company Contracted: \_\_\_\_\_

First Aid Attendant Name: \_\_\_\_\_ Attendant's Telephone: \_\_\_\_\_

Accident Location & Time: \_\_\_\_\_

Description of Accident: \_\_\_\_\_

**Person Involved in Accident:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_

Male \_\_\_\_\_ Female \_\_\_\_\_ Age \_\_\_\_\_

Person's Statement of What Occurred: \_\_\_\_\_

**Witnesses Who Were Present at Accident Location:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_

Witness's Statement of What Occurred: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_

Witness's Statement of What Occurred: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Facility Personnel Called to Accident Scene:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Facility Personnel's Statement: \_\_\_\_\_  
\_\_\_\_\_

First Aid Given by Attendant: \_\_\_\_\_  
\_\_\_\_\_

Was First Aid Denied? Yes / No If No, Why? \_\_\_\_\_  
\_\_\_\_\_

First Aid Attendant Statement: \_\_\_\_\_  
\_\_\_\_\_

Was Ambulance or 911 Called? Yes / No

Did Person Involved in Accident Deny Transport? Yes / No

Hospital Transported to (if known): \_\_\_\_\_  
\_\_\_\_\_

Did Patron Decide to Leave the Facility? Yes / No

Did Patron Proceed to Watch the Performance? Yes / No

Additional Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Event Management Called to Accident Scene:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Statement: \_\_\_\_\_  
\_\_\_\_\_

Event Coordinator Comments: \_\_\_\_\_  
\_\_\_\_\_

Report Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

cc: Assistant Director  
Facility Manager  
Booking Dept.  
Event Coordinator  
File