

# Fountain Hills Community Center Operating Policies

## Section 1: Permits

Those interested in renting space within the Fountain Hills Community Center must submit a rental form or call the Fountain Hills Community Center (the "Center") directly. Upon approval, the Town of Fountain Hills shall issue a permit to the applicant (the "Permit Holder") of rental space in the Center. It is the purpose of the Permit to provide the terms and conditions of the rental for both the Permit Holder and the Center. All operating policies are included as a part of the Center Permit.

## Section 2: General Rules and Regulations

- A. All rental fees shall be paid in full at the time of booking. Center staff will comply with the Town's currently effective cash handling policies, as applicable.
- B. The rental includes one set-up as indicated with tables, chairs, general house lighting, heating and air conditioning. Custodial service shall be provided in common areas. For clarification on other types of room sets, the Permit Holder shall consult with the Center. All room sets and decorations must comply with Town of Fountain Hills Fire Code and are subject to inspection.
- C. Set-up changes (including moveable walls) during a rental period are billed at prevailing labor rates. Rental does not include any special services or equipment.
- D. Lobby and corridors are shared by all tenants as well as the public and therefore, are not leasable space unless approved by the Center Manager.
- E. Lobby and corridors are not to be used for meeting space, by any group on a regular basis. Rooms not in use may not be accessed by any person without staff approval. The Center Manager or designee has the right to request any person violating these conditions to rent a room (if available) or exit the premises. Any additional requests for space or equipment will be charged to the user's account immediately following the event at prevailing rates.
- F. Final count and room sets must be set no later than seventy-two (72) hours in advance of the event. No major changes may be made to room set twenty-four (24) hours prior to the event start time.
- G. Facility overtime charges shall be charged if the occupancy exceeds the time specified on the Permit. Permit Holders are advised that rates for services provided on Town holidays or before 8:00 a.m. and after Midnight or services requested less than two (2) days in advance, may be subject to labor overtime charges in addition to rental overtime charges. Facility overtime rental rates are charged by the hour. Any fraction of an hour is calculated as a full hour and shall be applied when the facility is used outside of the contracted rental period. Facility overtime rental fees do not include the cost of any other additional services.
- H. Varying uses of these facilities make it impossible for the Center to list all the charges herein. It is the Permit Holders responsibility to define specific requirements and inquire about costs and charges to verify if they are covered under the rental rates.
- I. Rates do not include technicians, door guards, police, security personnel, etc. The number, identity and qualifications of such persons are subject to the approval of the Center-Manager or designee. Charges shall be assessed for additional/special/extra services, facilities, equipment, material, technicians etc., at prevailing rates and conditions
- J. All rates are subject to change without notice.
- K. Firearms, explosives, or other weapons are not allowed in the Center, other than those carried by a peace officer or in conjunction with a permitted event.
- L. Other than service animals, live animals are not allowed in the Center.

## Section 3: Reservation of Space, Permits, Payments

Staff may meet with the client to conduct tours of the facility, assist with space and date availability and provide as much information and assistance as possible to help the client with the booking procedures.

- A. To reserve space for an event in the Center, contact the Center at 480.816.5200 or fill out a rental form on our website. Upon verbal or written request for public or private event, the room(s) requested will be scheduled and a Permit and any necessary addenda will be prepared outlining all terms of the rental. Public events must disclose what type of event it is and event contact information for the event. Events with vendors selling products must obtain a Fountain Hills business license and the Permit Holder must provide a list of vendors with business licenses no later than fourteen (14) days prior to the event. Vendors will not be allowed to set up if they cannot provide a valid Fountain Hills business license. A prospective Permit Holder shall confirm the Permit with the appropriate payments no later than ten (10) business days after the event request. Fees for ballroom rentals are required to be paid in full at the time of booking. If the Permit Holder fails make full payment by the ten (10)-day deadline, the Center Manager or designee may release the dates to other clients without notice to the Permit Holder.
- B. Center staff reserves the right to require additional rental space for any event that may be in violation of fire code or other restrictions.

- C. With the exception of major conventions, large scale events and banquets, space reservations cannot be made more than six (6) months in advance of the event date unless approved by the Center Manager.
- D. Permits for multiple bookings will not exceed one (1) year.
- E. Fees will apply beginning with the third (3<sup>rd</sup>) change to any part of the Permits.
- F. The Town reserves the right to have other programs or permitted events in other parts of the Center at the same time as the facility is in use by the Permit Holder. Uses of the lobby and other public and support areas made available to the Permit Holder are at the discretion of the Center Manager and may be concurrent with use by others and may be restricted as the Center Manager or designee determine, provided that such use or restrictions by others shall not unreasonably interfere with the use of the facility by the Permit Holder. Permit Holder agrees not to disrupt, hinder or diminish any other Permit Holder's use of other parts of the Center and agrees to exercise its best efforts to coordinate Permit Holder's agents' and patrons' use of the Center to maximize use of the Center.
- G. Permit Holder shall pay any additional charges at the conclusion of the event unless other arrangements have been made with the Center Manager or designee. Permit Holder, at the Center's Manager or designee's discretion, may also be required to prepay all known expenses no later than fourteen (14) Town business days prior to the event.
- H. All charges for services rendered for use of Center facilities are payable upon receipt of invoice unless otherwise required in the Permit, any addenda and these Operating Policies. If said payments are not timely paid as outlined above, the Center may give the Permit Holder written notice to make said payments. If the Permit Holder fails to do so within ten (10) days of the date of such written notice, the Center may, at its option, restrict Permit Holder from making future reservations, and reserves the right to take all actions necessary to recover any unpaid portion of fees owed to the Center. Permit Holder shall be liable to the Center for all damages suffered by the Center, including, without limitation, all attorneys' fees and costs. Permit Holder whose accounts are past due will be restricted from making future reservations. The Town of Fountain Hills will assess a charge for any returned checks.

## Section 4: Event Servicing Procedures

Upon execution of a Permit, the staff will meet and/or communicate with the Permit Holder as necessary to determine the requirements and needs of the Permit Holder. This includes, but is not limited to, room set, staging, lighting, sound, and security.

- A. Staff will be available during all phases of the event including move in, run of the event, and move out.
- B. Should it become necessary in the judgment of the Center to evacuate the premises for reasons of public safety, the Permit Holder will retain usage of the contracted space for completion of the event without additional charge should there be sufficient time, and such time will not interfere with another facility Permit Holder. If it is not possible to complete the event, the fees will be prorated or adjusted at the discretion of the Center Manager or designee, and the Permit Holder hereby waives any claim for damages against the Center.

## Section 5: Default or Cancellation by Permit Holder

- A. Should the Permit Holder default in the performance of any of the terms and conditions of their Permit and addenda, or violate the Center's Operating Policies, or should the Permit Holder cancel the event described in the Permit and the space cannot be rebooked, the Center may at its sole option, elect any of the following:
  1. To enforce all the provisions, terms and conditions of the Permit and Operating Policies in which event Permit Holder shall be liable for the full amount of the rental fees provided for herein plus all reimbursable expenses incurred by the Center in connection with the event.
  2. To cancel the permit and release Permit Holder from all or some of its liability and obligations under the Permit and Operating Policies, except for expenses incurred by the Center to date in connection with the Permit.
- B. Notice of cancellation by Permit Holder must be made in writing to the Center.
- C. Refunds are based on the following:

Ballroom Rentals: One-half (1/2) of all ballroom rental fees are non-refundable. A one hundred twenty (120) days' notice prior to the event date is required in order to receive the remaining amount; otherwise, all payments are forfeited. If rescheduling the original date prior to the one hundred twenty (120) days, one half of the ballroom rental fee will be non-transferable. If rescheduling occurs after the one hundred twenty (120) days, no monies will be transferred unless the originally scheduled space is re-booked.

Meeting Rooms:

- All money will be refunded if the event is cancelled at least sixty-one (61) days prior to the event date.
- One half of rental fees will be refunded if the event is cancelled between thirty (30) and sixty (60) days prior to the event date.
- No fees will be refunded if the event is cancelled less than thirty (30) days prior to the event date.

## Section 6: Rescheduling or Cancellation by Center

- A. The Center reserves the right to reschedule, move, or cancel a booking in the event the Center determines that the space and date are needed for an emergency or catastrophic situation. Every effort to move or reschedule the event will be made. Should the Center be unable to accommodate the Permit Holder, full refund of prepaid deposits, etc. will be made within fourteen (14) days if payment is made by credit card or up to six (6) weeks if paid by check or cash.
- B. Any cancellation of an event by the Center shall not be a breach of the applicable Permit and the Center shall have no liability of any kind to the Permit Holder in the event of such cancellation.
- C. The Center reserves the right to move a booking to another space adequate for the size of the event.

## Section 7: Damage Deposits

- A. All ballroom rentals require a damage deposit. At the discretion of the Center Manager or designee, other events may require a damage deposit. Following the conclusion of an event, the damage deposit will be retained until a building inspection is completed.
- B. An advance damage deposit does not relieve the Permit Holder of the obligation to provide Certificate of Insurance coverage, nor does it limit the Center's right to charge the client for the full amount of damages incurred.
- C. If no damage is found, the damage deposit will be applied to any outstanding charges for rental, equipment, or services. The Center will refund any remaining deposit balance; refunds may take up to six (6) weeks.
- D. The Permit Holder shall compensate the Center for the full amount of any and all damage, excluding normal wear and tear, to Center property caused by the Permit Holder, Permit Holder's employees, agents, guests, volunteers or contractors. The Permit Holder and the Center Manager or designee shall conduct a joint inspection of the Permitted area prior to move-in for the purpose of noting any existing damage. At the conclusion of EVENT(s), the Permit Holder shall, together with the Center Manager or designee jointly inspect the Permitted area for event-related damage. Failure of the Permit Holder to participate in such inspection shall be considered a waiver of the Permit Holder's right to participate and the Center Manager or designee alone shall make the inspection. The Center staff will notify the Permit Holder within a reasonable time as to the extent of damage, if any, and cost of repair.

## Section 8: Machinery, Flammable Liquids and Electricity

- A. No person shall operate any engine, motor or other machinery on the premises or use any gas, electricity, flammable liquid, or charcoal therein, or open flames, except for warming trays, without the prior consent of the Center staff and the obtaining of all required official permits issued by the Town or any required government agency. No gas operated machines are allowed inside of the Center.
- B. All electrical connections must be approved by the Center staff or designated representative.

## Section 9: Piano Usage

- A. Use of the Kawai Piano is limited to persons approved by Center Staff.
- B. Rental fees will apply to any use of the piano, except for Fountain Hills Community Chorus or Town sponsored events. Tuning fees, if required, are additional. Staff has a list of qualified personnel if tuning is needed.
- C. If rented for parties or special events, piano is strictly prohibited from use as a table or surface for miscellaneous objects. To protect the instrument, the leather cover must be kept on at all times when not in use.

## Section 10: Decorations

- A. When renting a ballroom or classroom, set up and cleanup activities are considered part of the scheduled time. The time required for set up must be coordinated with Center Staff. Extra set up time is available at an additional charge.
- B. The Community Center does not supply tablecloths, napkins or skirting. We provide 60" round banquet tables. A limited number of 72" round tables are also available. Buffet tables are 72" long x 30" wide. A limited number of 3' round bistro tables are also available.
- C. No helium filled balloons are permitted without prior approval from the Center Manager or designee. Mylar balloons are not allowed. Helium tanks must be on approved carts or bases. In special circumstances, balloons that are secured to exhibit booths or architectural features may be allowed with the prior approval of the Center Manager or designee. In such an event, the Permit Holder will remain responsible for the cost of retrieving any stray balloons.
- D. Confetti, glitter, rice, peanuts in the shell, or sunflower seeds are not permitted in the facility. A cleaning service charge will be levied should such items be brought on site for an event.
- E. All decorations must be flame retardant. Proof of a satisfactory flame-retardant treatment may include a field flame test. Certain plastic materials cannot be made flame retardant, in which case their use is prohibited. Candles must be pre-approved by the Center Manager and must be in compliance with the Town Fire Code. Town Fire Code prohibits open flames unless in approved containers. Open flames are not permitted.
- F. No decorations shall be allowed on any glass surface in the facility. No pins, staples or similar fasteners are permitted on curtains or stage and table skirting. Pins, tacks, or staples used on tack board surfaces must be removed at the conclusion of the event. No self-adhering decorations are permitted on any surface. On surfaces other than glass and tack board, decorations may be applied only with painter's blue masking tape after approval is obtained from the Center Manager or designee. Any signs or decorations attached with tape other than painter's blue masking tape may be charged with an appropriate surface repair fee. Permit Holder may apply decorations only

in those rooms rented and may not include hallways, lobby areas, restrooms, or any other area unless approved by the Center Manager or designee.

- G. Any type of tape to be applied to the floor (including any brand of double-faced carpet tape) must be approved in advance by the Center Manager or designee. Permit Holder is forewarned that many brands of double face tape do not come off the floor and the cost for clean-up will be billed to the Permit Holder.
- H. Under no circumstances may decorations be stapled onto or into any tables owned by the Center or onto or into any walls.
- I. Bubble machines, Fog Machines, and Pyrotechnics are not allowed anywhere within the building. All other special effects must be approved by the Community Center Staff and be in compliance with the Town Fire Code.
- J. Following the close of the event, all items, including rental items, brought into the Center need to be removed from the building immediately following your event. The Permit Holder or his agent must remove all decorations and tape and place them into waste receptacles. Any rental items and decorations or tape remaining from the event will be removed by the Center staff resulting in storage and staff charges that will be billed at the prevailing labor and facility rental rate (subject to overtime rates for holidays, after midnight, etc.).

## Section 11: Food Service; Kitchen Policies/Procedures

- A. Permit Holder is required to use a licensed and insured Caterer for all food and beverage needs. Catering service may be provided by one of the Town's preferred vendors or vendor of your choice, subject to Center staff approval. Permit Holder is responsible for obtaining a copy of the Caterer's business license and their insurance certificate and policy naming the Town as an additional insured. Both must be received no later than two weeks prior to event date.
- B. All arrangements for catering services shall be made directly with the Caterer. It is the responsibility of the Permit Holder to convey the cleaning requirements to all vendors who will be working in the building on the day of the event.
- C. A Caterer who initially contracts a food event in the Center for a specific day may have the right to serve other meals in the Center for that day. The Center Manager must approve any variance.
- D. The kitchen at the Center is classified as a "Service Kitchen", under the Maricopa County's Environmental Health Division.
  - A "Service Kitchen" means and refers to a food service establishment (Community Center) that operates in conjunction with Maricopa County licensed and insured caterers.
  - The caterer must use an approved central kitchen in a permitted food establishment and shall be operated and maintained in compliance with the appropriate provisions of the Maricopa County Environmental Health Division.
- E. Licensed Caterers:
  1. Must be in possession of a valid Maricopa County Food Permit.
  2. Are not allowed to cook at the Community Center.
  3. Are allowed to bring in cooked and prepared food from an approved off-site central kitchen.
  4. Can plate and re-heat/cool items before serving.
  5. Will provide an intended menu.
  6. Any cutting, slicing, chopping, etc., shall be done in an approved off-site central kitchen.
  7. No knives, other than silverware, can be brought to the Community Center kitchen.
  8. Are allowed to prepare coffee and/or tea on site.
  9. Prior to utilizing the Community Center kitchen all County licensed caterers are to provide a copy annually of their license and a copy of their insurance.

## Section 12: Equipment Policies

- A. Available tables and chairs are included in the rental fees. AV equipment, staging, dance floor and bars are available for use for additional fees and be included in the permit. Center staff will assist with equipment set up, but it is the Permit Holder's responsibility to set up and run any online conferencing. All set requirements should be made with staff at least seventy-two (72) hours prior to event date; any additional tables or chairs required after twenty-four (24)-hour window of time prior to the event start time will be charged a room change fee.
- B. Permit Holder may secure tables on his or her own, a per hour staff time rate will be applied to set up and remove rented items.

## Section 13: Consumption of Alcoholic Beverages

- A. Alcoholic beverage service may be provided by one of the Town's preferred vendors or a vendor of your choice, subject to Center staff approval. Those serving liquor will be required by state law to be licensed through the State of Arizona, provide a certificate of insurance, naming the Town as an additional insured and to have a Town of Fountain Hills Business license. All documents must be provided to the Center staff no later than fourteen days prior to event date. If the appropriate paperwork is not provided, alcohol service will not take place, NO EXCEPTIONS!
- B. Only the vendor or authorized designee holding the approved alcohol permit is allowed to bring alcohol into the facility. There must be a designated licensed bartender responsible for serving the alcohol at all times. At no time can guests help themselves to liquor. There are no open serving bottles allowed on tables.
- C. At no time are guests allowed to bring in their own alcohol. Control of the liquor is crucial, and any infraction will result in the closing of your event immediately upon warning and non-compliance.
- D. Liquor can be served only between the hours of noon to 10:00 p.m. or, if more restrictive, as set forth by state law.
- E. Permit Holder except non-profit entities with Special Event Liquor License, will not be able to sell liquor at events. Only hosted liquor service is allowed. (No cash bars)
- F. Non-profit entities will be able to hold a liquor event through a Special Event Liquor License processed through the State of Arizona Liquor Division and approved by Town Council. This process typically takes two months at a minimum so applications will need to be filled out in a timely manner. Each Special Event Liquor License application is subject to a fee. The town is not held responsible for late or unapproved applications.
- G. Non-profit entities, who apply for a Special Event Liquor License, must adhere to Statute (Ariz. Rev. Stat. § 4-203.02) which allows non-profit groups to sell alcohol; however, there are several restrictions for those events. Those restrictions are:
  - The entity must apply with the Department of Liquor for a Special Event Liquor license.
  - The entity must purchase alcohol from a liquor wholesaler or have it donated.
  - The entity must receive at least seventy-five percent (75%) of the gross receipts from the event, up to twenty-five percent (25%) of the gross receipts of a special event may be used to pay reasonable and necessary expenses incurred in connection with the event.
- H. Additional information on Special Event Liquor Licenses may be obtained from the AZ Department of Liquor Licenses and Controls website. Special Event Application Kit (Series 15) - [Arizona Department of Liquor Licenses and Control \(azliquor.gov\)](http://Arizona Department of Liquor Licenses and Control (azliquor.gov))
- I. Consumption of beer, wine or spirits shall only occur within the Center premises and outdoor patio area. No person or entity may bring opened containers of beer, wine, or spirits outside of these designated areas.
- J. The Center management reserves the right to restrict service of beer, wine, or spirits to any person or event if determined it is in the best interest of the public and the Center.
- K. Permit Holder shall conform to all the state and local laws, and these Operating Policies governing the serving and consumption of beer, wine and spirits. Violation of any of the provisions related to the sale, use or consumption of liquor affords the Center the right to impose restrictions and penalties, including, but not limited to, the cancellation or termination of the event without notice at the discretion of the Center Manager or designee.
- L. The Center will require at Permit Holder's expense security personnel as may be determined to be appropriate for the event and as set forth in Section 14 on these Operating Policies. Permit Holder will contract with Maricopa County Sheriff's Office for all security needs. [Hire an Off Duty Deputy | Maricopa County Sheriff's Office \(mcsso.org\)](http://maricopa.sheriff.gov) Security is required from the time liquor service begins until one hour after liquor service has ended.
- M. The Permit Holder is responsible for upholding all policies regarding liquor service. Failure to adhere to these policies will result in a revocation of the permit and no liquor will be allowed into the Center.

## Section 14: Security and Safety Personnel

- A. The Center Manager may require, at Permit Holder's expense, security personnel, as may be determined to be appropriate for the event. Permit Holder must request at their expense, additional security services (i.e., overnight) that are specific to the needs of his/her event and shall immediately notify the Center Manager or designee if conditions change after the issuance of the Permit, which may require revision of the security requirements at the Permit Holder's expense.
- B. Staff may provide an estimate of security requirements and costs upon execution of the Permit Holder shall immediately notify the Center Manager or designee if conditions change after issuance of the Permit. In the event of such notice, the Center Manager or designee and/or MCSO may, without notice, revise the security requirements at the Permit Holder's expense.
- C. Center reserves the right to eject or to cause to be ejected from the premises any objectionable person or persons and neither the Town, the Center, its agents or employees shall be liable to Permit Holder for any damages that may be sustained by Permit Holder through the exercise by the Center of such right.
- D. Events utilizing alcohol service must provide security. Permit Holder will contract with Maricopa County Sheriff's Office for all security needs at [Hire an Off Duty Deputy | Maricopa County Sheriff's Office \(mcsso.org\)](#). Confirmation of contracted security must be received four weeks prior to the event date. If is not received at this time liquor service will not take place.

## Section 15: Event Clean Up

It is the responsibility of the Permit Holder to return their rental space to its original condition. This includes, but is not limited to:

- A. All items, including rental items, brought into the Center must be removed upon the conclusion of the event.
- B. No items can be left in the building overnight. Center staff will not take responsibility for any items left unattended.
- C. All decorations and tape, flowers, trash etc. must be removed and placed into waste receptacles. Any items remaining from the event will be removed by Center staff at the prevailing labor rate, subject to overtime, rates for holidays, etc. and will be charged to the-Permit Holder.

Damage to Center property due to decorations will be charged to the Permit Holder.

- D. All trash is to be removed from the building and placed in dumpster located behind the kitchen area.
- E. Excess trash is to be picked up from floors, stage, tabletops, etc.
- F. Rental items must be removed from the premises during the contracted time. Permit Holder must be on-site to receive/remove rental items. The Center will not be responsible for items brought in from outside vendors.
- G. Kitchen use is for Ballroom Permit Holders. Kitchen must be returned to its pre-rental condition in order for deposit to be returned. It is the responsibility of the Permit Holder ensure vendors who will be using use the facility during the event to return the kitchen to the original pre-rental condition. Each event shall have a designated staff person to check in/out before/after the event.
  - The Center does not provide towels and/or cleaning supplies.
  - Kitchen trash cans must be lined with plastic liners, provided by the Center.
  - Kitchen floor and dock area are to be swept and mopped at the conclusion of the event.
  - All kitchen work surfaces, sinks, refrigerators and ovens are to be cleaned and wiped down.
  - All spills are to be mopped up. To avoid stains, notify Manager on Duty of spills immediately.
  - Permit Holder is responsible for clearing all bar glassware and bottles.
  - All trash is to be removed from the kitchen and placed in dumpster.
  - Permit Holder or designee is to see the Center Manager or Designee for approval before leaving the building
- H. Removal of items left by the Permit Holder or extraordinary cleaning by Center staff will be charged to the Permit Holder at the prevailing labor rate and is subject to overtime charges. The Center assumes no responsibility for items left in the Center by Permit Holder or their vendors. It is the responsibility of the Permit Holder to notify all the catering staff of the cleaning requirements. This includes any cleaning of carpet due to spillage.

## Section 16: No Smoking/Vaping Policy

- A. The Fountain Hills Community Center is a no smoking/vaping facility. Smoking/vaping is allowed only in identified exterior smoking areas.

## Section 17: Housekeeping Services

- A. The Center's custodial staff is responsible for cleaning the lobby, hallways, restrooms and common areas prior to and during the event. Each Permit Holder is responsible for the removal of bulk trash, crates, lumber, packing materials, etc. from the facility and surrounding grounds. Arrangements for additional or special trash pick-up can be made through the Center Manager. Permit Holder is responsible for any charges incurred.
- B. Permit Holder will be charged for the removal of any trash not disposed of by the lessees or exhibitors.

## Section 18: Discounts

- A. The following organizations are entitled to the resident/non-profit rate of the facility: Town of Fountain Hills residents when holding a non-commercial event; county, state and federal agencies; and non-profit organizations not located in Fountain Hills, at the discretion of the Center Manager.
- B. To qualify for the resident/non-profit rate, an organization must be registered with the United States Internal Revenue Service Section 501(c), 501(d) or 501(e). Appropriate documentation shall be submitted at the time a reservation is made, and all discounts are subject to the approval of the Center Manager. Not all 501 organizations, such as trade associations, may be granted the discounted rate.
- C. Town of Fountain Hills sponsored/endorsed committees, commission functions, Town Council and Town departments meetings, Town Parks and Recreation activities may use the Center at no charge as approved by the Center Manager.
- D. Local Non-profit organizations may be entitled to reduced fees as set forth in the Town Code Resolution No. 2022-24 Town Fee Waiver and Reduction Policy. Applicants must submit a Fee Waiver/Reduction form when submitting a reservation request and subject to approval by the Center Manager.
- E. Non-Resident/Commercial Business booking three or more multi-day conventions booking are subject to the Resident/Non-profit rate.

## Section 19: Indemnification

- A. Permit Holder shall procure and maintain insurance for event as specified by the Town's Vendor Insurance requirements naming the Town as an additional insured.
- B. Indemnity: Permit Holder agrees to hold harmless, indemnify and defend the Town of Fountain Hills, the Fountain Hills Community Center, and their respective officers, employees, agents and representatives for, from and against all losses, claims, demands, payments, suits, actions, recoveries, judgments and liability of every kind, nature and description, for injury to persons, including wrongful death or damage to property or both, arising out of or in any way connected with Permit Holder's use of the Center under the terms of this Agreement.

## Section 20: Holidays

The Center building is closed on all major holidays and Friday, Saturday, and Sunday during Fountain Hills Art Fair weekends.

The Chamber Art Fair takes place the second (2<sup>nd</sup>) weekend in November and last full weekend in February.

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

- A. When major events take place, the Town reserves the right to close the Center.
- B. Services provided on holidays (if available) will be subject to facility overtime charges.
- C. The Center is closed for annual maintenance the week of the Fourth of July each year.

## Section 21: Signage and Event Promotion

Any signage to be located on the Center premises, inside or outside, must be approved by the Center Manager or designee as to size, number, quality, content, location, and method of hanging. Outside signage must fall within the Town's sign ordinances. By such permission, however, the Center does not accept any responsibility in any manner for content. The Center will remove any unauthorized signs at Permit Holder's expense. No self-adhering signs are permitted on any surface. The method for hanging signs must conform to the instructions under "Decorations".

- A. Town of Fountain Hills Zoning Ordinance prohibits portable signs and signs located in the public right-of-way.
- B. The pertinent zoning ordinance section for signs is Section 6.08. It is the responsibility of the Permit Holder to comply with the Town of Fountain Hills Zoning Ordinance.
- C. General conditions and restrictions:
  - (i) "A" frame temporary signs are allowed as permitted under Section 6.08. A.1. Banners are allowed as permitted under Section 6.08 A.4. Yard signs are allowed as permitted under Section 6.08 A.17. Temporary or portable signage associated with the event must receive prior approval, be located on-site, may be erected after the permit has been obtained and must be removed within 24 hours after the conclusion of the event.
  - (ii) Signs attached to any public utility pole or structure, streetlight, tree, fire hydrant, bridge, curb, sidewalk, park bench or other location on public property are not permitted and will be removed. Permit Holder will be required to pay all charges incurred for removal and disposal of the signs.
  - (iii) No signs, under any circumstance, shall be attached to any public utility structure, traffic control device, street light standard, or similar structure in the public right of way by the, its agents, employees, or persons in any manner connected to the event.
  - (iv) The Town will not provide for Permit Holder promotional services such as advertising, press releases, direct mail, program printing or other promotional resources. Permit Holder may submit their event to the Town's Tourism website [www.experiencefountainhills.org](http://www.experiencefountainhills.org) for promotional consideration.
  - (v) Kiosks located in the Center lobby may be used for notification of upcoming events only if event is scheduled in the facility. An 8 ½" x 11" flyer may be placed in the kiosk when space is available and subject to the prior approval of the Center Manager.

## Section 22: Audio-Visual Services and Wi-fi

- A. The Center offers limited audio-visual services and public wi-fi. Equipment is available at listed rates. Clients may provide their own equipment or bring in a contract company of their choice.
- B. The Center does not have on-site IT staff and does not provide on-site technical support, so we recommend testing your equipment prior to the event date.

## Section 23: Parking/Loading/Move-In

- A. All Center patron parking is free and non-reserved. The Permit Holder acknowledges that multiple S Permit Holders or programs may occupy the Center simultaneously on any given day.
- B. The loading area is located on the north end of the building. No parking is allowed in any loading area. Trucks carrying equipment to be used by the Permit Holder may be parked in the loading dock area for active loading and unloading only. Long-term parking of trucks or other vehicles in the loading dock is prohibited except by prior arrangements with the Center staff.
- C. The Center does not have the ability to store or receive deliveries prior to move in. Please direct rental company, caterer or other transportation companies not to deliver prior to contracted move in times. Early arriving items will be refused. In like manner, all exhibit materials must be removed during move out or consigned to the show decorator. Any exhibit materials remaining at the conclusion of move out are considered abandoned and will be disposed of accordingly and billed at prevailing labor rates against deposit.

## Section 24: Abandoned Equipment and Lost or Misplaced Articles

Any equipment or effects of the Permit Holder or its agents remaining 48 hours past the expiration of the permit may be deemed abandoned and disposed of by Center staff at the cost of the Permit Holder. The Town shall assume no responsibility for losses suffered by the Permit holder or its agents that are occasioned by theft or disappearance of equipment, articles or other personal property. The Center's Front Desk can be contacted at 480.816.5200 to see if any items have been found. After two weeks any unclaimed items will be discarded or donated.

**EXHIBIT A  
TO  
THE TOWN OF FOUNTAIN HILLS COMMUNITY CENTER OPERATING POLICIES**

**[Community Center]**

**See following pages.**

## Community Center Permit

THIS PERMIT is made between the Town of Fountain Hills, an Arizona municipal corporation, acting by and through its authorized representative (the "Town") and the party identified in the space provided below (the Permit Holder) for use of certain space within the Fountain Hills Community Center located at 13001 North La Montana Drive in Fountain Hills, Arizona (the "Center").

Permit Holder agrees to pay the Town room rental fees as noted above. Payment is due at the time this Permit is executed. If the Permit Holder fails to make full payment by the ten (10)-day deadline, the dates may be released without notice to Permit Holder.

**RENTAL PERIOD:** Ballrooms rental fees are charged per hour, with a four (4)-hour minimum. Other rooms as noted, and include tables, chairs, one-time set-up, house p.a. system, air conditioning, and general lighting. There is a charge for additional usage.

**LABOR AND ADDITIONAL FEES:** Additional labor is billed at fifty-five dollars (\$55)/hour. Additional charges, plus applicable sales tax, for sound and lighting equipment, piano, tuning, dance floor, a/v equipment, changes to the original set, and/or other equipment or services, will be billed and due upon completion of the event. If any merchandise is to be sold, i.e., tapes, shirts, CD's etc., terms must be negotiated with the Center Manager or designee prior to the event and before any sales are made. A twenty-five dollar (\$25) administrative fee will be applied beginning with the third amendment to this Agreement.

**CANCELLATION:** Refunds are based on the following: Ballroom Rentals - One-half (1/2) of ballroom rental fees are non-refundable. If less than one hundred twenty (120) days' notice, all fees are forfeited. All Other Rooms - Full refund within sixty-one (61)+ days prior to event date; one-half refund thirty (30) to sixty (60) days prior to the event; no refund if less than thirty (30) days prior to the event. If any room is booked within the period of time during which no refund would otherwise be allowed (one hundred twenty (120) days for a ballroom, thirty (30) days for all other rooms), any cancellation will result in forfeiture of the entire rental amount.

**DAMAGE DEPOSIT:** A damage deposit of Fifty Dollars (\$50.00) per ballroom is required for ballroom rentals. Amount of refund will be determined by Center Manager or designee upon inspection of the Center immediately following the event. If no damage is found, the damage deposit will be applied to any outstanding charges for rental, equipment or services. Refund, if any, will be returned to the Permit Holder either by mail or back to the Permit Holder's credit card.

**EVENT CLEAN UP:** It is the responsibility of the Permit Holder to return their rental space(s) to the condition it was prior to their event. Refer to the Center Operating Policies for complete details.

**ALCOHOLIC BEVERAGES:** Alcoholic beverage service may be provided by the vendor of your choice, subject to Center staff approval. The liquor provider will have to be licensed through the State of Arizona Liquor Board and have a current Town of Fountain Hills business license. Liquor provider must provide a certificate of insurance no later than fourteen (14) days prior to the event. Private events may only have a host bar (no sales). Public events wishing to serve alcohol, may apply for a Special Event Liquor License and must adhere to Statue (Ariz. Rev. Stat. § 4-203.02) which allows non- profit groups to sell alcohol; however, there are several restrictions for those events. Special Event Application and fee are required to be submitted to Center staff no later than thirty (30) days prior to event date. Proof of licenses and insurance will be required.

**SECURITY:** Uniformed security is required at events serving liquor. Permit Holder-will contract Maricopa County Sheriff's Office for all security needs at [Hire an Off Duty Deputy | Maricopa County Sheriff's Office \(mcso.org\)](https://www.mcso.org). Officers are required to be on site at the time liquor service begins until one hour after the liquor service ends. The current rate of liquor service has four (4) hour minimum which must be paid in advance to the security provider. Liquor service will not take place if confirmation of security has not been made two weeks (14 days) prior to the rental. The number of officers required will be determined by Maricopa County Sheriff's Office (MCSO).

**LIABILITY INSURANCE INDEMNIFICATION:** Permit Holder shall procure and maintain insurance for event as specified by Community Center Manager or designee, naming the Town as an additional named insured.

**INDEMNITY:** Permit Holder agrees to hold harmless, indemnify and defend the Town of Fountain Hills, the Fountain Hills Community Center, and their respective officers, employees, agents and representatives, from and against all losses, claims, damages, demands, payments, suits, actions, recoveries, liabilities of every kind, nature, and description, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings), for injury to persons (including, but not limited to, wrongful death) or damage to property or both arising out of or in any way connected with 'S Permit Holder's use of the Community Center under the terms of this Agreement.

**OPERATING POLICIES:** The Center Operating Policies is hereby made a part of this Permit by reference. Permit Holder must comply with any and all music license requirements under current copyright laws.

**HOLD HARMLESS:** To the fullest extent permitted by law, Responsible Party agrees to indemnify and hold harmless the Town and each council member, officer, employee or agent of thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorney fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the use of the facility by the Responsible Party, its officers, employees, agents, or any tier of subcontractor, including, but not limited to claims or demands arising from accidents occurring on the premises of the Town, whether or not caused by the negligence of the Responsible Party, its agents or employees, or the negligence other than the sole negligence of the Town, its agents or employees or that of any other person, firm or entity.

**APPROVAL OF PERMIT:** It is agreed this Permit will be in force, once all funds are received. Permit funds will be refunded to the Permit Holder, subject to the cancellation policies in the Operating Policies.