

SAIGLING HOUSE
Facility Rental Policies & Procedures

I. Purpose

This document is to provide a set of policies and procedures for the ArtCentre and Third-Party rentals of the historic Saigling House and grounds.

II. Event Bookings

A. Rental Application Process (Third-Party Use of Facility)

1. For the purpose of approving an application to use the Saigling House, the following criteria may be taken into consideration:
 - (a) Nature and character of the proposed event
 - (b) Character and financial condition of the applicant (the ArtCentre shall reserve the right to request financial statements and/or references)
 - (c) Demonstrated ability of the applicant to properly and professionally manage the proposed event
 - (d) Potential risk of damage to the facility resulting from the event, its attendees and the general public
 - (e) Availability of space and resources to accommodate the event
 - (f) Prior history associated with the same or similar type of event

B. Classification of Clientele

1. Private Individuals will pay the rental rate currently in effect based on the day, time and type of event being booked
2. Business/Corporate Entities will pay the rental rate currently in effect based on the day, time and type of event being booked
3. Non-Profit Organizations will be granted the discounted rental rate currently in effect based on the day, time and type of event being booked
4. The ArtCentre maintains the right to adjust rental rates for any client to meet special needs identified as part of the Rental Application Process

C. Types of Event Bookings

1. Open – Any booking for which dates and times have been requested but no application, deposit or agreement have been received. Such bookings shall remain on the calendar until such time as the requesting party or some other party has submitted a formal written application for an event on those same dates and times.
2. Tentative – Any booking for which a formal written rental application has been received. Such bookings shall be considered a reservation that will be held for two weeks pending the receipt of a rental agreement and deposit.
3. Firm – Any booking for which a written rental agreement and deposit has been received. Such bookings will be considered a confirmed booking and no other events may be booked for those dates and times.
4. Fixed – A fixed booking relates to dates and times that are placed on the calendar for specific events planned by the ArtCentre, the City of Plano and City of Plano designees. No other events will be booked on those dates.
5. Variable – A variable booking relates to dates and times that are placed on the calendar for specific events planned by the ArtCentre, the City of Plano or City of Plano designees for which specific dates and times have yet to be set. Such bookings shall become *fixed*

no later than 90 days prior to the event; otherwise those bookings will be considered *open*.

D. Challenges and Cancellations

1. When more than one client has requested an *open* booking, the client making the first request will be given three (3) business days to make the booking *tentative* and an additional two weeks to make a *firm* booking. If the booking is not *firm* within that time frame the next client, based on the time they requested their *open* booking, will be given the same opportunity.
2. *Firm* booking cancellations will be accepted in accordance with the *Terms and Conditions* of the *Rental Agreement*.

E. Weather and Hazardous Conditions

1. ArtCentre management reserves the right to cancel an event or event activity and close the facility due to weather or any other hazardous condition that management deems detrimental to the ongoing operation of the Saigling House, its staff and event participants.
2. If an event has been held for at least half of the time identified in the Rental Agreement, it is considered a complete event and no additional rental dates or times will be granted, and no request for rental refunds will be honored.
3. If an event has been held for less than half of the time identified in the Rental Agreement, a make-up date will be granted at no additional rental cost. Any additional costs related to the deferred date will be the responsibility of the client.
4. If a client chooses to cancel the event based on claims due to weather or hazardous conditions without the consent of ArtCentre management, then the full cost of the event will be the client's responsibility including costs defined in the Rental Agreement.

F. Capacity Management

1. ArtCentre management reserves the right to enforce the venue's capacity to ensure the safety and size of event audiences.
2. Audience size shall be determined and agreed upon by both the ArtCentre and the client during the Reservation Application Process. The client shall not sell tickets or admit numbers larger than the event defined occupancy capacity.
3. Controlled access to the Saigling House and grounds may be required depending on the type of event being held and/or the audience being served by designating the event as "No Re-entry."
4. No signs or other materials may be posted in the Saigling House or on Saigling House grounds without prior approval of ArtCentre management.
5. The ArtCentre and its staff are not responsible for any items left in any part of the venue.

G. Base Venue Rental Inclusions

1. Base rental of the Saigling House includes:
 - (a) Areas of the house and grounds defined in the Rental Agreement
 - (b) Basic lighting as needed to conduct the event
 - (c) ArtCentre event management will be on site during all contracted dates and times of the event, but shall not be required to perform any specific tasks associated with conducting the event or operating any equipment.
 - (d) Client will be allowed access to the facility during the dates and times outlined in the Rental Agreement. Such dates and times will include provisions for load-in, load-out, set-up, break-down and clean-up activities.

- (e) Event time in the Rental Agreement is defined as the times that the event will have guests on property.
- 2. Base Venue Rental Exclusions
 - (a) The ArtCentre has an inventory of on-site equipment that is not included in the base venue rental, but can be made available as part of the Rental Agreement.
 - (b) To reserve such equipment, it must be listed and included in the Rental Agreement.
 - (c) A published rate sheet shall be made available as part of the Reservation Process to inform potential clients of the equipment and services available at additional costs to the base venue rental.
 - (d) To reserve equipment and services excluded from the base venue rental, said equipment and/or services must be listed as part of the Rental Agreement.
 - (e) Any equipment furnished for the event by client, and not part of the Rental Agreement, must first be approved by ArtCentre management and all costs associated with such equipment is the client's responsibility including off-loading, on-loading, setup, dismantle and cleanup.
- 3. Vendor Services
 - (a) If additional services are required to meet the needs of a client event, the client will be supplied with a list of preferred vendors who have been qualified and meet the minimum requirements needed to supply their services for a Saigling House event. Those requirements include insurance, TABC licensure if applicable, evaluations of past performance and an ability to meet the needs of the type of event being booked.
 - (b) If additional services are required to meet the needs of a client event and the client desires to use their own vendors, those vendors must submit evidence of required minimums for insurance and indemnification, evidence of TABC licensure if applicable to the event, and sufficient references to ensure the safety and security of the Saigling House and its surroundings.
- 4. Deposits and Final Payment
 - (a) Renter must pay a non-refundable booking deposit of 50% of the venue rental fee to confirm the event date(s) requested and must pay that deposit amount within 14 days of receiving a formal written Rental Agreement.
 - (b) An additional refundable security/cleaning deposit must be paid in the amount of \$500 upon submitting a signed Rental Agreement.
 - (c) Final payment , including venue rental fee, any additional equipment and/or services ordered, is due no later than 45 days prior to the scheduled event date.

III. Non-Discrimination

- A. ArtCentre employees, agents and subcontractors shall not discriminate against any individual, business or organization based on race, creed, color, sex, national origin, sexual orientation, or disability in the performance of any services called for under this document.

IV. ADA Compliance

- A. The ArtCentre of Plano, Inc. is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is the ArtCentre's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job.

- B. It is also the ArtCentre's policy not to discriminate against any person who desires to serve on any of the various boards, councils or committees established by the ArtCentre as a function of its normal operations.
- C. In its function as manager and operator of the Saigling House, the ArtCentre will not discriminate against any potential renter of the facility with regard to any individual renter's disability or perceived disability.
- D. The City of Plano, in accordance with its own ADA policy, will ensure that the Saigling House property remains compliant with ADA accessibility requirements.

V. General Rules & Regulations

A. Signage and Decorations

- 1. The posting of any signs or installation of any decorations by the client must have prior approval by ArtCentre management as to location and method of posting or installation.
- 2. The client shall not alter the location of any ArtCentre furniture, fixtures, equipment or wall hangings without prior approval by ArtCentre management
- 3. No signage or decorations may be posted or installed beyond Saigling House grounds.
- 4. Materials used to post or install signs and decorations must have prior approval from ArtCentre management.
- 5. Any damage resulting from the posting of signs or installation of decorations will be the client's responsibility including all costs for repair or replacement.

B. Noise

- 1. ArtCentre management reserves the right to determine sound levels before and during any event to minimize any discomfort that may be experienced by adjoining residents of the Saigling House and grounds.
- 2. Client shall be subject to the general requirements and prohibitions stated in the City of Plano noise ordinance.
- 3. Amplified sound is not permitted before 9:00am any day and shall cease by 10:00pm Sunday thru Thursday and by 11:00pm on Friday and Saturday.

C. Prohibited Use/Activities

- 1. No animals may be brought onto the property, except for service animals, such as guide dogs.
- 2. Use of tobacco of any kind (smoking or chewing) including e-cigarettes is prohibited.
- 3. Fireworks of any kind are not allowed unless permitted by the City of Plano and the conditions of use have been approved by ArtCentre management and the City of Plano.
- 4. The ArtCentre reserves the right to close (cancel) an event and vacate the premises if the presence of firearms is deemed a safety hazard for event guests or ArtCentre staff.
- 5. The possession, use, distribution or selling of illegal drugs will be an immediate cause for closing an event and vacating the premises.
- 6. ArtCentre management may at its discretion may close an event and vacate the premises if guest behavior is deemed lewd, indecent, disruptive, or sexually inappropriate.
- 7. Violation of any of the above prohibitions may result in the forfeiture of renter's fees and/or deposits.

D. Parking

- 1. Parking in the Saigling House neighborhood is limited.
- 2. Depending on the number of attendees expected for a client event, a parking plan will be included as part of the Rental Agreement outlining the public parking available for the event. Parking plans will be provided to the City and enforced accordingly.

3. If the event requires the use of reserved parking spaces or valet parking services, those conditions must be approved by ArtCentre management prior to the event with the conditions related to those requirements part of the Rental Agreement.
 4. Vehicles related to an event that are too large to fit into a standard parking space will need to be identified prior to the event and off-site provisions will be allocated accordingly as part of the parking plan for the event.
- E. Cleanup
1. Unless otherwise specified in the Rental Agreement, cleanup of the Saigling House, restroom building (if applicable), grounds and adjoining parking areas shall be the responsibility of the client.
 2. Cleanup activities shall be performed in accordance with the timetable included in the Rental Agreement.
 3. Cleanup shall consist of the following activities:
 - (a) Picking up and placing in trash receptacles all litter in the house, grounds, adjoining parking spaces and restroom building (if applicable).
 - (b) Removing all signs and decorations from the Saigling House property.
 - (c) Removing from the site all foodstuffs and associated containers that may have been part of the event including spills.
 - (d) Removing or placing in trash receptacles all cans and bottles that may have been part of the event.
 - (e) Failure to complete the required cleanup activities may result in the forfeiture of any deposits submitted as part of the Rental Agreement.
 - (f) If the actual cost associated with the required cleanup exceeds the deposit amount, the client will be billed for those costs and may no longer be able to use the venue for a future event.
 - (g) If the client chooses, the cost of the cleanup activities described above may be included in the Rental Agreement and will no longer be the client's responsibility.
- F. Food and Beverage
1. All food vendors must have a City of Plano Health Permit.
 2. If the client chooses to use a food vendor that is not part of the ArtCentre's preferred vendor list, evidence of their vendor's health permit must be on file with the ArtCentre prior to the event.
 3. There are no cooking provisions at the Saigling House. A catering kitchen will be available for warming and refrigerating already prepared foods including space for plating and serving.
 4. All waste/trash associated with food and beverage services must be removed from the site and/or placed in appropriate receptacles for trash pickup and removal.
 5. For small private parties or meetings, client may bring in their own food and beverage without the use of a food vendor and may also have use of the catering kitchen equipment. All associated cleanup activities shall remain the responsibility of the client.
- G. Alcohol
1. The Rental Agreement for any event will indicate if alcohol is being served.
 2. If alcohol is being served as part of an event, all rules, regulations, codes and ordinances relating to such service shall be in strict compliance with the Alcoholic Beverage Code of the State of Texas and City of Plano Ordinances.
 3. Alcohol may be brought onto the premises and served free of charge to guests depending on the type and nature of the event. Those conditions must be discussed and approved by ArtCentre management as part of the Rental Agreement process.

4. Whenever there is a charge for attending an event where alcohol is being served, it is construed as alcoholic beverages are being sold. For such events, a TABC (Texas Alcoholic Beverage Commission) licensed provider must be used for the event and a TABC licensed server must be present to administer/oversee alcoholic beverage service.
 5. At any time during an event, ArtCentre management may require that client suspend alcohol service to a guest or guests.
- H. Security
1. Depending on event type and size, ArtCentre management may require the cost of event security services to be added to a client Rental Agreement.
 2. If security services are required for an event, those services will be scheduled and coordinated by ArtCentre management.
 3. Whenever alcoholic beverages are part of an event, ArtCentre management will require security services to be present.
- I. Insurance
1. As a condition of entering a Rental Agreement for use of the Saigling House for an event, client shall procure and maintain, during the term of the Rental Agreement, insurance coverage as follows with the City of Plano and the ArtCentre of Plano as additional insureds:
 - (a) General (Public) \$1,000,000 each occurrence
 - (b) Liability \$2,000,000 generate aggregate for:
 - Premises/Operations
 - Products/Completed Operations
 - Independent Contractors
 - Personal Injury
 - Contractual Liability
 - General Liquor Liability (if alcohol is on-site)
 - (c) Business Auto Liability (as required by the State of Texas)
 - (d) Worker's Compensation & Employer's Liability \$100,000 Statutory Limits
 2. Insurer shall be rated B+VI or higher by Best or A or higher by Standard & Poor
 3. Additional insureds shall include City of Plano officers, employees, boards, commissions, agents and volunteers, as well as ArtCentre of Plano employees, boards, agents and volunteers.
 4. The insurance carrier must be licensed to do business in the State of Texas.
 5. The policy should contain a 30-day written notice of cancellation.
 6. In addition to the insurance requirements stated above, client's representative may be required to execute an Event Hold Harmless Agreement indemnifying the ArtCentre and the City of Plano for all negligence whether active or passive arising out of or in any way connected or related to the event being scheduled.
- J. Tents
1. Provisions for tents have been established through the design of the Saigling House and the adjoining Haggard Park. If a tent is required as part of a client event request, prior approval and permitting by the City of Plano will be required.
 2. Tent sizes available:
 - (a) 40 ft. x 60 ft. for approximately 180 guests
 - (b) 40 ft. x 100 ft. for approximately 220 guests
 3. Permits shall be issued in the name of the ArtCentre with all costs associated with such permitting paid by the client.

4. Tents shall only be installed and dismantled by ArtCentre approved vendors with all costs paid by the client.
 5. No tent stakes are allowed for support.
 6. Rules, policies and procedures for tent installations shall be supplied by the City of Plano Division of Parks and Recreation.
- K. Mobile Food Vendors
1. Provisions for a mobile food vendor or vendors requested as part of a client event shall require prior approval from both the City of Plano and the ArtCentre.
 2. Mobile food vendors include hot trucks, prepackaged/catering trucks, ice cream trucks and push carts.
 3. For any event requiring the use of mobile food vendors, the location and duration of service must first be approved by the City of Plano and the ArtCentre, with applicable permitting granted.
 4. All mobile food vendors must comply with the City of Plano Food Truck Policy and Mobile Food Vendor Guidelines (copies available on request and considered part of any Rental Agreement that includes those services).