

THEATER DISTRICT OUTDOOR FACILITIES

Fish Plaza ♦ Jones Plaza ♦ Sabine Promenade ♦ Sesquicentennial Park

RULES & REGULATIONS

DEFINITIONS

Event: The function or activity for which the Facility will be used and occupied, as specified in the License Agreement.

Event Manager: The person assigned to assist in Event planning and authorization compliance, who will act as the liaison between Licensee and HFC. Once assigned, the Event Manager will work with Licensee until the conclusion of the Event.

Facility: The venue licensed to Licensee for the Event, as specified in the License Agreement.

Facility Manager: The person in charge of overseeing all day-to-day operations of the Facility in regard to event services, maintenance, repairs and capital projects.

Non-event or Non-event day: A day on which the Facility is occupied and the Event is not being conducted but during which Licensee requires access to the Facility in order to set up, break down, or rehearse for the Event or perform other incidental activities.

Private Event: An invitation-only Event that is closed to the public.

PUBLIC SAFETY

Licensee shall, at all times, conduct its activities with full regard for public safety and shall observe and abide by all applicable rules, including without limitation, all emergency procedures, regulations, and requests of Facility Manager and any duly authorized governmental agency. Licensee shall be responsible for the conduct of all persons admitted to the Facility or any portion thereof.

SECURITY

Licensee shall, at all times, conduct its activities with full regard for public safety and shall observe and abide by (1) Licensee shall arrange for and hire peace officers during the Event at its sole cost and expense, beginning at the time the Event is opened to attendees and continuing until all attendees have exited the Facility .

(2) Licensee may only hire armed and uniformed peace officers with arrest and jurisdictional authority in Houston, Harris County, Texas to meet the requirements of this section.

(3) Licensee shall submit a proposed security plan to the Event Manager thirty (30) days prior to the first calendar day of the License Period.

(4) All security arrangements are subject to the approval of the Houston Police Department, Special Operations Division. Licensee may be required to post additional peace officers during the Event and/or any Non-Event days.

(5) Licensee shall ensure that all persons working at the Facility in connection with the Event can produce, upon request and at all times, an identification badge provided by their respective employer or Licensee. Badges must include the name of the wearer and the name of the wearer's employer.

FIRST AID

(1) Certified first aid personnel (such as emergency medical technicians or nurses) are required during the Event; provided, however, that the Facility Manager may make an exception for Events with an estimated attendance of fifty (50) or less attendees. Licensee shall be responsible for the cost of providing certified first aid personnel.

(2) When required, first aid personnel must be present at the Facility during each Event beginning at the time the Event is opened to attendees and continuing until all attendees have exited the Facility.

(3) Licensee assumes sole responsibility for the qualifications and actions of all first aid personnel. Licensee shall ensure that such persons are certified to administer cardio-pulmonary resuscitation, operate a defibrillator and, at a minimum, equipped with a first aid kit and medical supplies to treat foreseeable injuries.

(4) Licensee may be required to arrange for and hire certified first aid personnel during Non-Event days.

(5) A proposed first aid plan shall be submitted in writing to the Event Manager at least thirty (30) calendar days prior to the first day of the License Period. All such first aid arrangements are subject to the approval of the Facility Manager.

(6) Licensee shall notify the Event Manager immediately in the event of an accident, injury or any other incident requiring first aid. Licensee or its first aid personnel shall promptly complete an incident form and submit it the Event Manager.

CLEANUP

Licensee shall be solely responsible for collecting, bagging, and removing from the Facility all trash generated during the Event. At the end of the License Period, Licensee shall vacate and surrender the Facility to HFC in a broom-clean condition, including but not limited to the sidewalks and other paved areas. Licensee shall be solely liable to HFC for any costs related to clean-up and trash disposal.

FIRE REGULATIONS

(1) Flammable materials and materials under high pressure are strictly prohibited at the Facility, unless prior written approval is obtained from the Houston Fire Marshall and the Facility Manager and a permit obtained from the Houston Fire Department. These materials include, but are not limited to, gasoline, oil, propane, butane, acetylene, and liquid or gas fuel in tanks attached to machinery or equipment.

(2) All stage decorations, drapes, signs, banners, table coverings and skirts, carpeting and similar materials shall be flame retardant to the satisfaction of the Houston Fire Marshall and are subject to inspection and flame testing.

(3) No portion of the sidewalks, ramps, entrances and exits, aisles, driveways, or other public areas of the Facility shall be obstructed or used for any purpose other than ingress and egress.

(4) Licensee, its employees, exhibitors, service contractors, and all other personnel must comply with all federal, state, and local fire codes that apply to places of public assembly. Refer to HFC of Houston Fire Code for complete regulations.

(5) Use of lasers at the Facility requires approval by the Facility Manager, a permit issued by the Texas Department of Health, Bureau of Radiation Control, and variances from the Food and Drug Administration (FDA) and Federal Aviation Administration (FAA).

(6) Use of pyrotechnics at the Facility requires a State of Texas Pyrotechnic License and a permit issued by the Houston Fire Department Permit Office. Use of any incendiary device at the Facility requires the prior written approval of the Facility Manager. Licensee shall strictly comply with all restrictions placed on the use of pyrotechnics and incendiary devices by the Facility Manager, Houston Fire Marshal and any other regulatory authority.

ELECTRICITY & WATER USAGE

Licensees are generally responsible for arranging for and providing electricity and water services at their sole cost and expense. Limited use of existing electrical and water utilities is available at some facilities with the prior approval of the Event Manager.

GENERAL INFORMATION

(1) Public Facility hours are 6:00 a.m. to 11:00 p.m., seven days a week, fifty-two weeks per year. Actual use hours by Licensee shall be in accordance with the License Agreement. Facility shall remain closed to the public between the hours of 11:01 p.m. and 5:59 a.m.

(2) Sidewalks at the perimeter of and abutting public streets for each Facility are considered public right-of-way.

(3) Except during Private Events, glass receptacles, including but not limited to glass bottles, jars and drinking glasses are prohibited at the Facility. Baby bottles, baby food jars and glass-lined vacuum bottles and picnic beverage coolers are, however, permitted.

(4) All animals must be on a leash and under the direct control of its owner.

(5) No person may be discriminated against on the basis of race, color, religion, sex, sexual orientation, or national origin during the use of the Facility.

(6) The sale or distribution of tobacco products is strictly prohibited at the Facility.

GATE FEE PROCEDURES

If a ticket or any other form of entry control is utilized to impose a fee for admission to the Event, then Licensee shall comply with the Gate Fee procedures set forth below:

(1) Gate Fees are subject to sales tax, payment of which shall be the sole responsibility of Licensee.

(2) Unless all admission tickets are sold on a computerized ticketing system, Licensee shall be required to use serially numbered tickets to ensure an accurate accounting of ticket sales and calculation of Gate Fee.

(3) A ticket manifest shall be given to the Event Manager in advance of tickets going on sale.

(4) The Gate Fees will not be imposed on complimentary tickets. Licensee may reserve complimentary tickets for its own use or the use of its designees, but no more than 200 complimentary tickets per Event day.

(5) Prior to the end of the License Period, Licensee shall provide the Event Manager with a final ticket sales report, box office statement, or auditing report. No later than the second calendar day after the end of the License Period, Licensee shall complete a final settlement with the Event Manager, including, but not limited to payment for the Gate Fees and/or applicable damages.

MOVE-IN AND MOVE-OUT

Licensee shall coordinate all move-in and move-out with the Event Manager and conduct such activities using designated areas.

DAMAGE PREVENTION

(1) Licensee shall not access any electrical or mechanical equipment at the Facility and shall not tamper with or adjust any such equipment without the specific and prior approval of the Event Manager.

(2) No objects or items of any kind shall be attached to any Facility surface, fixture, or tree at the Facility without the prior approval of the Event Manager.

(3) No holes may be drilled, cored, or punched in any Facility surface or equipment.

(4) Any area where soil, humus or similar materials is used and any pens containing live animals shall use a protective ground covering such as heavy plastic or a similar strength material. Curbing material shall be used to prevent spills and seepage.

(5) The use of nails, hooks, screws, thumbtacks, and similar items at the Facility is strictly prohibited.

(6) All cables, hoses, and cords shall be carefully routed to eliminate trip hazards and enclosed with approved low-profile covers.

(7) Walking, sitting or standing on any border or flower bed is prohibited.

(8) Use of adhesives of any kind is strictly prohibited at the Facility. Distribution of adhesive-backed stickers or decals to Event attendees at or around the Facility is prohibited.

JONES PLAZA BISTRO

(1) There is a permanent concession stand located on Jones Plaza (the “Jones Plaza Bistro”) operated by a third-party food and beverage provider (the “F&B Provider”) under contract with HFC. Licensee acknowledges and agrees that the F&B Provider may operate Jones Plaza Bistro throughout the Event.

(2) Notwithstanding anything contained herein, Licensee may request that the Jones Plaza Bistro be closed during a Private Event; provided that Licensee shall pay a buy-out fee of five hundred dollars (\$500) per day.

(3) If Licensee requires that the tables and chairs and/or umbrellas located on Jones Plaza to be moved for the Event, then Licensee shall pay HFC fifteen dollars (\$15.00) for each table (including four chairs) and thirty dollars (\$30.00) for each umbrella.

PORTABLE TOILETS AND DUMPSTERS

Portable toilets and/or dumpsters are required for large Events, as determined by the Facility Manager. The Facility Manager shall determine placement of all dumpsters and portable toilets and Licensee shall be responsible for all costs. If portable toilets are required, then at least five percent (5%) must be accessible to the disabled in accordance with the Americans with Disabilities Act, provided that not less than one accessible portable toilet must be provided at each location. Portable toilets and/or dumpsters must be removed by the end of the License Period or additional fees will apply.

TEMPORARY STRUCTURES

(1) A permit is 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.

(2) The following minimum distances are required for tents, canopies, and all other temporary membrane structures:

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) Each metal base or support pole of all temporary structures shall be covered to prevent rust stains.

(4) The weight of any temporary structure shall not exceed three hundred pounds (300 lbs.) per square foot.

PARKING AND VEHICLES

(1) Parking is available in the theater district parking garage and surrounding surface lots and garages. Parking is not allowed in loading areas except as authorized by the Facility Manager.

(2) A Licensee with special parking needs such as school buses or large capacity vans may 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 a Licensee’s move-in or move-out requires that a vehicle temporarily block a public street, then Licensee 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, Licensee must obtain a permit from City of Houston 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.

(4) Automobile exhibits, media vans, amusement rides, and 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.

(5) Placement of all service vehicles, concession vehicles and trailers must have prior approval by the Facility Manager. No motorized vehicles may be driven on turf areas.

ALCOHOLIC BEVERAGES

(1) Licensees shall not permit alcoholic beverages within a Facility without the prior approval of HFC.

(2) The Event Manager will submit a letter of request for a temporary Texas Alcoholic Beverage Commission (TABC) permit to HFC for signature. The executed letter is then given to Licensee so that they can obtain the permit from TABC.

(3) All events require a TABC 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 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 to prevent stains. Licensee shall be responsible for any special cleaning or power-washing costs that may be incurred by HFC.

(5) Licensee shall provide the Event Manager with a copy of the TABC license a minimum of two (2) days before the Event.

FOOD & BEVERAGE PERMITS

(1) Selling food and/or beverages without a Health Department permit is prohibited. Event Manager must issue a Temporary Food Establishment Permit Letter from HFC granting Licensee permission to apply for the permit from City of Houston Health Department. Distribution of food and/or beverages must comply with the rules and regulations of 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 facility.

(3) Food and/or beverages served during a Private Event typically do not require a permit from 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.

RESIDUAL MATTERS

(1) HFC reserves the right to alter and/or amend these Rules and Regulations at any time.

(2) For every Event, the Event Manager has the final determination as to whether the Facility is properly prepared, in accordance with these Rules and Regulations, for the Facility to be opened to Event attendees.

(3) HFC shall have authority to make a decision concerning any issue not addressed herein.