

**RESOLUTION NO. 2014-04**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, ADOPTING THE TOWN OF FOUNTAIN HILLS COMMUNITY CENTER OPERATING POLICIES.

**WHEREAS**, the Mayor and Council of the Town of Fountain Hills (the "Town Council") has determined that it is in the best interests of the citizens of the Town of Fountain Hills to establish written policies that ensure a consistent procedure for the operation of the Town of Fountain Hills Community Center (the "Center"); and

**WHEREAS**, the Town Council desires to adopt Center Operating Policies.

**NOW, THEREFORE, BE IT RESOLVED** BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

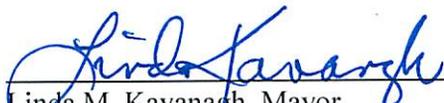
SECTION 2. That certain document known as the Town of Fountain Hills Community Center Operating Policies (the "Operating Policies") is hereby adopted in substantially the form attached hereto as Exhibit A.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the Operating Policies adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

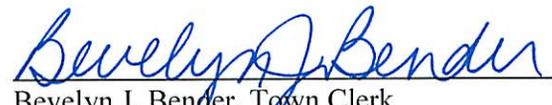
SECTION 4. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED BY** the Mayor and Council of the Town of Fountain Hills, Arizona, January 16, 2014.

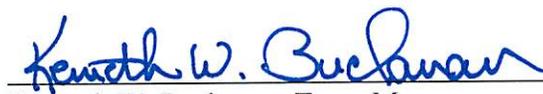
**FOR THE TOWN OF FOUNTAIN HILLS:**

  
Linda M. Kavanagh, Mayor

**ATTESTED TO:**

  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

  
Kenneth W. Buchanan, Town Manager

**APPROVED AS TO FORM:**

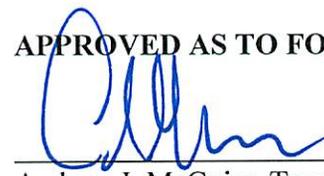
  
Andrew J. McGuire, Town Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2014-04

[Operating Policies]

See following pages.



# Operating Policies

## Section 1 Mission Statement

Like "Our Fountain" which stands at the heart of the community, so too does the Community Center. Its mission is to serve Fountain Hills residents by providing an opportunity to enhance the quality of life for its citizens by:

- Providing a gathering place for civic, nonprofit and community events;
- Promoting the arts;
- Developing a conference and convention trade.

The Community Center shall be –  
"The Height of Desert Living"

## Section 2 Authority

The Center Supervisor shall have full responsibility for the operation of the Center and shall act for and on behalf of the Town in management, supervision, and control of these facilities. The Town Manager or designee is hereby authorized to enter into License Agreements, a form of which is attached hereto as Exhibit A, and Kitchen/Ballroom Usage Agreements, a form of which is attached hereto as Exhibit B, with groups, persons and entities for events in the Center, which, in his or her opinion, are in the best interest of the Town.

## Section 3 License Agreements

License Agreements shall be issued to all LICENSEES of space in the Center. It is the purpose of the License Agreement to provide the terms and conditions of the rental for both the LICENSEE and the Center. All operating policies are included as a part of the Center License Agreement.

## Section 4 General Rental Regulations

- A. All rental fees shall be paid in full at the time of booking (i.e., when LICENSEE returns the signed License Agreement), in lawful money of the United States, approved personal check, money order, certified check, Visa, MasterCard, Discover, or American Express. 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 LICENSEE 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 Supervisor.
- E. Lobby and corridors are not to be used for meeting space, access to Wi-Fi, or by any group on a regular basis. Electricity may not be accessed by any person not renting space inside of the Center building. The Center Supervisor or designee has the right to request any person violating these conditions to rent a room (if available) or exit the premises.
- F. Any additional requests for space or equipment will be charged to the user's account immediately following the event at prevailing rates.
- G. Final count and room sets must be made no later than 72 hour in advance of the event. No major changes may be made to room set 24 hours prior to the event start time.
- H. Facility overtime charges shall be charged if the occupancy exceeds the time specified on the License Agreement. LICENSEES are advised that rates for services provided on Town holidays or before 7:00 a.m. and after Midnight or services requested less than two 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 in excess of the contracted rental period. Facility overtime rental fees do not include the cost of any other additional services.
- I. Varying uses of these facilities make it impossible for the Center to list all the charges herein. It is the LICENSEE'S responsibility to define specific requirements and inquire about costs and charges to verify if they are covered under the rental rates.
- J. 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 Supervisor or designee. Charges shall be assessed for additional/special/extra services, facilities, equipment, material, technicians etc., at prevailing rates and conditions.
- K. All rates are subject to change without notice.
- L. Events for which admission is charged may be subject to profit sharing as a basis for rental charges. For such events, the charge shall be the base rent plus a negotiated percentage of the gross receipts.
- M. Firearms, explosives or other weapons are not allowed in the Center, other than those carried by a peace officer.
- N. Other than service animals, live animals are not allowed in the Center.

## Section 5 Reservation of Space, License Agreements, 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 in order 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. Upon receipt of the event request form, the room(s) requested will be scheduled and a License Agreement and any necessary addenda will be prepared outlining all terms of the rental. The booking process may take up to three Town business days. A prospective LICENSEE shall sign and return a License Agreement with the appropriate payments no later than ten business days after the event request form has been submitted. Fees for ballroom rentals are required to be paid in full at the time of booking. If the LICENSEE fails to return the signed License Agreement and full payment by the ten-day deadline, the Center Supervisor or designee may release the dates to other clients without notice to LICENSEE.
- 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, annual events and banquets, space reservations cannot be made more than 18 months in advance of the event date unless approved by the Center Supervisor.
- D. License Agreements for multiple bookings will not exceed one year.
- E. Fees will apply beginning with the third change to any part of the License Agreement.
- F. The Town reserves the right to license other parts of the Center at the same time as the facility is in use by LICENSEE. Uses of the lobby and other public and support areas made available to the LICENSEE are at the discretion of the Center Supervisor and may be concurrent with use by others and may be restricted as the Center Supervisor or designee determine, provided that such use or restrictions by others shall not unreasonably interfere with the use of the facility by the LICENSEE. LICENSEE agrees not to disrupt, hinder or diminish any other LICENSEE'S use of other parts of the Center and agrees to exercise its best efforts to coordinate LICENSEE'S agents' and patrons' use of the Center to maximize use of the Center.
- G. LICENSEE shall pay any additional charges at the conclusion of the event unless other arrangements have been made with the Center Supervisor or designee. LICENSEE, at the Center Supervisor's or designee's discretion, may also be required to prepay all known expenses no later than 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 License Agreement, any addenda and these Operating Policies. If said payments are not timely paid as outlined above, the Center may give LICENSEE written notice to make said payments. If LICENSEE fails to do so within ten days of the date of such written notice, the Center may, at its option, restrict LICENSEE from making future reservations. LICENSEE shall be liable to the Center for all damages suffered by the Center, including, without limitation, all attorneys' fees and costs. LICENSEES 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.

*Accounts remaining unpaid after 90 days will be referred to the Town's collection agency to collect the outstanding balance.*

## Section 6 Event Servicing Procedures

Upon execution of a License Agreement, the staff will meet and/or communicate with the LICENSEE as necessary to determine the requirements and needs of the LICENSEE. 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 LICENSEE 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 LICENSEE. If it is not possible to complete the event, the fees will be prorated or adjusted at the discretion of the Center Marketing and Event Supervisor or designee, and the LICENSEE hereby waives any claim for damages against the Center.

## Section 7 Default or Cancellation by Licensee

- A. Should LICENSEE default in the performance of any of the terms and conditions of their License Agreement and addenda, or violate the Center's Operating Policies, or should LICENSEE cancel the event described in the License Agreement 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 License Agreement and Operating Policies in which event LICENSEE 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 license and release LICENSEE from all liability and obligations under the License Agreement and Operating Policies, except for all expenses incurred by the Center to date in connection with the License Agreement.
- B. Notice of cancellation by LICENSEE must be made in writing to the Center.
- C. Refunds are based on the following:

Ballroom Rentals: One-half of all ballroom rental fees are non-refundable. 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 120 days, one half of the ballroom rental fee will be non-transferable. If rescheduling occurs after the 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 61 days prior to the event date.
- One half of rental fees will be refunded if the event is cancelled between 30 and 60 days prior to the event date.
- No fees will be refunded if the event is cancelled less than 30 days prior to the event date.

## Section 8 Rescheduling or Cancellation by Center

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 LICENSEE, full refund of prepaid deposits, etc. will be made within 14 days if payment is made by credit card or up to 6 weeks if paid by check or cash.

- Any cancellation of an event by the Center shall not be a breach of the applicable License Agreement and the Center shall have no liability of any kind to the LICENSEE in the event of such cancellation.
- The Center reserves the right to move a booking to another space adequate for the size of the event.

## Section 9 Damage Deposits

- A. All ballroom rentals require a damage deposit. At the discretion of the Center Supervisor 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 LICENSEE 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 LICENSEE shall compensate the Center for the full amount of any and all damage, excluding normal wear and tear, to buildings, furnishings, fixtures or equipment, caused by the LICENSEE, LICENSEE'S employees, agents, guests, volunteers or contractors. The LICENSEE and the Manager on Duty shall conduct a joint inspection of the LICENSED FACILITY, furnishings, fixtures and equipment prior to move-in for the purpose of noting any existing damage. At the conclusion of EVENT(s), the LICENSEE shall, together with the Manager on Duty, jointly inspect the facility, furnishings, fixtures and equipment for event-related damage. Failure of the LICENSEE to participate in such inspection shall be considered a waiver of the LICENSEE'S right to participate and the Manager on Duty alone shall make the inspection. The Center staff will notify the LICENSEE within a reasonable time as to the extent of damage, if any, and cost of repair.

## Section 10 Machinery, Flammable Liquids and Electricity

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. All electrical connections must be approved by the Center staff or designated representative.

## Section 11 Piano Usage

- A. Use of the Kawai Piano is limited to persons approved by Center staff and to students under the guidance of professional musician or instructor.
- 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 12 Decorations

- A. When renting the ballroom, 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.

- C. No helium filled balloons are permitted without prior approval from the Center Supervisor 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 Supervisor or designee. In such an event, the LICENSEE will remain responsible for the cost of retrieving any stray balloons. Peanuts in the shell, sunflower seeds, rice, glitter or confetti are not permitted in the facility. A cleaning service charge will be levied should such items be brought on site for an event.
- 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 Supervisor 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 Supervisor 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. LICENSEE 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 Supervisor 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 Supervisor or designee. LICENSEE 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 LICENSEE.
- 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 are not allowed anywhere within the building. All other special effects must be approved by the Community Center Staff.
- J. Following the close of the event, the LICENSEE must remove all decorations and tape and place them into waste receptacles. Any decorations or tape remaining from the event will be removed by the Center staff resulting in charges that will be billed at the prevailing labor rate (subject to overtime rates for holidays, after midnight, etc.).
- K. Any damage to walls, floors, windows, or any other surface or furnishings due to decorations will be charged to the LICENSEE.
- L. All items, including rental items, brought into the Center need to be removed from the building immediately following your event.

A copy of these guidelines is attached as [Exhibit C](#) hereto.

## Section 13 Food Service; Kitchen Policies/Procedures

- A. LICENSEE is required to use a licensed and insured Caterer for all food and beverage needs. Proof of the Caterer's business license and insurance policy 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 LICENSEE 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 Supervisor 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.

A copy of these policies is attached as Exhibit D hereto.

## Section 14 Equipment Policies

- A. Available tables and chairs are included in the rental fees. All set requirements should be made with staff at least 72 hours prior to event date; any additional tables or chairs required after 24-hour window of time prior to the event start time will be charged a room change fee.
- B. LICENSEE may secure tables on his or her own, but a \$1.00 per table and \$0.25 per chair labor charge will be applied if Center staff is required to move the rented items. (This applies to all set ups.)
- C. Exhibit/Consumer/Other Flat Shows: Booth set up includes one 6' table and two chairs per booth. Additional tables are \$4.00 each and chairs are \$2.00 each. If electricity is needed, prior arrangements with the Center Supervisor must be made and an additional fee will be assessed. (See fee schedule.)

## Section 15 Consumption of Alcoholic Beverages

- A. An alcohol permit must be completed and approved by the Center Supervisor in order to serve any type of alcoholic beverage on the premises of the Center; there is no fee for the application. Application is required to be submitted to Center staff no later than 30 days prior to event date.
- B. Alcoholic beverage service may be provided by the 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 and to have a Town of Fountain Hills Business license. Proof of bartender certification must be provided to the Center staff no later than ten days prior to event date.
- C. Proof of liquor and business licenses will be required no later than two weeks prior to event date. If the appropriate paperwork is not provided, alcohol service will not take place, NO EXCEPTIONS!
- D. 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 bottles allowed on tables.
- E. 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.
- F. 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.
- G. LICENSEE, 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)
- H. 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.
- I. 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 75% of the gross receipts from the event, up to 25% of the gross receipts of a special event

may be used to pay reasonable and necessary expenses incurred in connection with the event.

- J. Additional information on Special Event Liquor Licenses may be obtained from the AZ Department of Liquor Licenses and Controls website. <http://www.azliquor.gov/series15.cfm>.
- K. 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.
- L. 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.
- M. LICENSEE 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 Supervisor or designee.
- N. The Center will require at LICENSEE'S expense security personnel as may be determined to be appropriate for the event and as set forth in Section 16 on these Operating Policies. Center staff will contract with Maricopa County Sheriff's Office for all security needs. Security is required from the time liquor service begins until one hour after liquor service has ended.
- O. The LICENSEE signing the permit is responsible for upholding all policies regarding liquor service. Failure to adhere to these policies will result in a revocation of the alcohol permit and no liquor will be allowed into the Center.

A copy of these policies is attached as Exhibit E hereto.

## Section 16 Security and Safety Personnel

- A. The Center Supervisor will require, at LICENSEE'S expense, such security personnel, as may be determined to be appropriate for the event. A complete schedule, showing the times of access to the building must be furnished to the Center no less than 14 days prior to the event. LICENSEE must request at his/her expense, additional security services (i.e., overnight) that are specific to the needs of his/her event.
- B. Staff may provide an estimate of security requirements and costs upon execution of the License Agreement. LICENSEE shall immediately notify the Center Supervisor or designee if conditions change after issuance of the license. In the event of such notice, the Center Supervisor or designee may, without notice, revise the security requirements at the LICENSEE'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 LICENSEE for any damages that may be sustained by LICENSEE through the exercise by the Center of such right.
- D. LICENSEE shall pay the cost for security, in cash, no later than two weeks prior to the event date. If payment is not received at this time liquor service will not take place.
- E. Events utilizing alcohol service must provide security. The Center has established minimum-security requirements for events utilizing alcoholic beverage service. Center staff will arrange for security, the number of security required will be determined by the Maricopa County Sheriff's Office (MCSO). Security is required to be on site from the time the bar service begins until one hour after the liquor service ends. Additional security may be required as determined by Center staff or MCSO.
- F. Some events may be required to have security on-site during the event as determined by the Center Supervisor or designee.

## Section 17 Event Clean Up

It is the responsibility of the LICENSEE 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 LICENSEE.
- D. Damage to furnishings, walls, floor, windows or any other surface due to decorations will be charged to the LICENSEE.

- E. All trash is to be removed from the building and placed in dumpster located behind the kitchen area.
- F. Excess trash is to be picked up from floors, stage, tabletops, etc.
- G. Rental items must be removed from the premises during the contracted time. LICENSEE must be on-site to receive/remove rental items. The Center will not be responsible for items brought in from outside vendors.
- H. If using the kitchen you will receive a copy of the cleaning checklist prior to your event; this checklist should be followed in detail so that the damage deposit may be returned. It is the responsibility of the LICENSEE to pass the information on this checklist to all vendors who will be using the facility during the event. Each event should have a designated person to check out with the Manager on Duty prior to exiting the building.
  - 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.
  - LICENSEE is responsible for clearing all bar glassware and bottles.
  - All trash is to be removed from the kitchen and placed in dumpster.

*LICENSEE or designee is to see the Manager on Duty for approval before leaving the building.*

- I. Removal of items left by the LICENSEE or extraordinary cleaning by Center staff will be charged to the LICENSEE at the prevailing labor rate and is subject to overtime charges. The Center assumes no responsibility for items left in the Center by LICENSEE. It is the responsibility of the LICENSEE to notify all the catering staff of the cleaning requirements. This includes any cleaning of carpet due to spillage or cake cutting.

## Section 18 No Smoking Policy

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

## Section 19 Housekeeping Services

The Center's custodial staff is responsible for cleaning the lobby, hallways, restrooms and common areas prior to and during the event. Each LICENSEE, lessee, or exhibitor 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 Supervisor. LICENSEE is responsible for any changes incurred.

LICENSEE will be charged for the removal of any trash not disposed of by the lessees or exhibitors

## Section 20 Multiple Use Discounts

- A. The following organizations are entitled to the Tier 2 multiple use discounts on the basic rental (only) of the facility: Town of Fountain Hills residents when holding a non-commercial event; county, state and federal agencies; non-profit organizations and service clubs, at the discretion of the Center Supervisor.
- B. To qualify for the Tier 2 discount, 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 Supervisor. Not all 501 organizations, such as trade associations, may be granted the discounted rate.
  - 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 Supervisor. (Tier 1)

- Civic organizations that donated \$10,000 or more to the "Community Center Contribution Fund" to construct the building may use an available conference room or seminar room at no charge for monthly board meetings.
- C. Any organization that contributes \$50,000 to the building may use an available conference room or seminar room at no charge for monthly board, executive or Public Art Committee meetings.
- D. Groups who meet on a regular basis are entitled to the multiple use discount as set forth in the Center's Fee Schedule. This arrangement only applies to the regular weekly/monthly meetings that are booked ahead of time on the multiple use contracts. This contract must consist of six (6) or more events scheduled over a twelve (12) month period of time in order to qualify. Any additional meeting, special events, dinners, etc., will be charged the full rental fees.
- E. Non-profit organizations designated under the Federal Tax Code as 501(c)(3) may be entitled to reduced fees as set forth in the Town of Fountain Hills Municipal Sponsorship and Naming Policy if they satisfy all of the requirements.

## Section 21 Broadcasting and Recording

- A. Center reserves all rights and privileges for outgoing broadcasts of any type originating from the Center during the term of the License Agreement. Should Center grant to LICENSEE such privilege, Center has the right to require payment as determined by the Center Supervisor or designee.

## Section 22 Move In / Out

- A. For exhibit shows, rental rates are based on a "four wall" basis and include one 6 ft. table and two chairs per booth, heat, air conditioning, general house lighting, and routine janitorial service.
- B. If electrical is needed prior arrangements with the Center must be made and an additional fee will be assessed.
- C. The hours of move in and move out for exhibit or trade shows are specified in your License Agreement, with hours no earlier than 7 a.m. and no later than Midnight. All doors are to be secured, and only authorized personnel are permitted in the hall.

## Section 23 Indemnification

- A. LICENSEE shall procure and maintain insurance for event as specified by Center Supervisor or designee, naming the Town as an additional insured.
- B. Indemnity: LICENSEE 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 LICENSEE'S use of the Center under the terms of this Agreement.

## Section 24 Concessions

All Concessions are reserved for the Center unless otherwise approved by the Center Supervisor or designee.

## Section 25 Date Protection Policy

The Center, in the best interest of all potential Center users, reserves the right to maintain a time period of 30 days between similar types of commercial consumer shows (trade shows, exhibits, family events, musical productions, etc). It is the intent of the Center management to invoke this time separation as a means of ensuring the success of all events held in the Center.

## Section 26 Holidays

The Community 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 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	New Year's Eve (rates double)

- 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.

## Section 27 Signage

Any signage to be located on the Center premises, inside or outside, must be approved by the Center Supervisor or designee as to size, number, quality, content, location, and method of hanging. Outside signage must also 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 LICENSEE'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 LICENSEE 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(B), (M) or (Q). Other temporary or portable signage associated with the event must receive prior zoning 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, fence, fire hydrant, bridge, curb, sidewalk, park bench or other location on public property will be removed. LICENSEE will be required to pay all charges incurred for removal and disposal.
  - (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 LICENSEE, its agents, employees, or persons in any manner connected to the event.
  - (iv) LICENSEE shall be responsible for any and all signage removals by the Center and/or the Town of Fountain Hills.
  - (v) The Town will not provide for LICENSEE promotional services such as advertising, press releases, direct mail, program printing or other promotional resources.
  - (vi) 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 Supervisor.

## Section 28 Electrical and Telephone Services

- A. LICENSEE and exhibitors may request electrical services from the Center. All services are provided in-house. Consult the staff for information, additional fees may apply.
- B. The Center offers limited telephone service for LICENSEE and exhibitors, subject to line availability.

- C. Payment for utilities ordered must be received seven days prior to move-in. Orders can be paid in lawful money of the United States, approved personal check, money order, or certified check, Visa, MasterCard, Discover, or American Express. Any payments that are returned will be charged a service fee. If utilities are needed the day of the show and have not been ordered ahead, the only form of acceptable payment will be cash, money order or cashier's check. Regular rate charges will apply.

## Section 29 Fax and Copy Services

- A. The Center offers limited FAX and copy service Monday - Friday 8:00 a.m. to 5:00 p.m. and weekends as staff is available. The FAX unit and copier are housed in the Administration Office. The Center's FAX number is 480.837.4452.
- B. Fees for FAX usage and document reproduction will be charged as set forth in the Town fee schedule in effect at the time of use.

## Section 30 Audio-Visual Services

The Center offers limited audio-visual services. Equipment is available at listed rates. Clients may provide their own equipment, or bring in a contract company of their choice. Any assistance (patch fees, etc.) provided by the Center will be charged at prevailing rates. We do not have on-site IT staff so we recommend testing your equipment prior to the event date.

## Section 31 Internet Connections

Internet connection services are available in the facility. Contact the Center Supervisor with details regarding the number and type of connections required. Fees will be determined by the Center Supervisor or designee and will be paid by the LICENSEE prior to the event. The Center does not provide on-site technical support.

## Section 32 Parking/Loading/Move-In

- A. All Center patron parking is free and non-reserved. The LICENSEE acknowledges that multiple LICENSEES 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 LICENSEE 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.
- D. Due to Fire Code restrictions, move in or move out activities are not permitted during Exhibit Show hours or while attendees are on the Exhibit Show floor. Exhibitors must park in the designated parking area. Vehicles left on the grounds overnight will require a parking permit. Contact the Administration Office for permits.

## Section 33 Abandoned Equipment and Lost or Misplaced Articles

Any equipment or effects of the LICENSEE or its agents remaining past the expiration of the License Agreement may be deemed abandoned and disposed of by Center staff at the cost of the LICENSEE. The Town shall assume no responsibility for losses suffered by the LICENSEE or its agents that are occasioned by theft or disappearance of equipment, articles or other personal property. The Center's Reception 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.

## Section 34 Obstructions

No portions of the fire alarms, fire alarm pull boxes, fire extinguishers, fire hose boxes, AED machine, sidewalks, entries, passageways, doors, aisles, or ways of access to the public utilities of the Center shall be obstructed, or caused to be obstructed, or caused to be used for any purpose other than ingress or egress. Any damage or misuse of any portion of the FHCC shall be the responsibility of the LICENSEE. All events shall be in compliance with the Town of Fountain Hills Fire Codes and Building Safety Codes.

## Section 35 Permits and Licenses

The LICENSEE shall contact, register and obtain all necessary licenses and permits required by Federal, State, County, or Town law, and shall permit inspection by appropriate government departments upon request. Anyone doing business within the Town of Fountain Hills is required to obtain a Town Business License. Additional details can be obtained on-line at [www.fh.az.gov/licensing-for-businesses.aspx](http://www.fh.az.gov/licensing-for-businesses.aspx) or calling 480.816.5100.

## Section 36 Definitions

The following definitions clarify terms as they are used in this manual:

- A. Addenda: Addenda stating specific requirements may be added to the License Agreement and are hereby incorporated by reference.
- B. Caterer: A provider of food and/or beverages to clients of the Center. The commercial Caterer must be an approved caterer as defined in the Center's License Agreement.
- C. Center: The Town of Fountain Hills, Arizona, Fountain Hills Community Center and all facilities contained therein.
- D. Concessions: The sale of convenience items, food items, or beverages at portable or temporary approved locations. Concessions shall not include the sale or distribution of nonfood products or merchandise, which are part of an authorized display or exhibit for which a fixed rental is otherwise charged. All concessions are reserved for the Center unless otherwise approved by the Center Supervisor or designee.
- E. Center Supervisor: Refers to the Center Marketing and Event Supervisor of the Fountain Hills Community Center.
- F. Exhibit Show: An event composed of exhibits or displays conducted in any one day or days for assemblages, delegates, registrants, the public, members of a trade or profession, etc.
- G. Gross Receipts: All revenues of any kind whether for cash or credit whether paid or not received by the LICENSEE in conjunction with admissions to any Center facility less payments made by LICENSEE for admission taxes, excise taxes or sales taxes levied by the Town, county, state or federal government. Gross receipts will include monies received from ticket sales and/or donations, regardless of whether tickets are used by purchaser/ donor.
- H. Kitchen: The kitchen is designed for preparation work only. It is not a full service-catering kitchen.
- I. License Agreement: The written agreement entered into between the Fountain Hills Community Center and LICENSEE granting such LICENSEE the use of space at the Center. The written agreement and any addenda shall incorporate, by reference, the provisions of these Operating Policies.
- J. LICENSEE: Any person, firm, association, organization, partnership, company or corporation entering into an agreement to use the Fountain Hills Community Center facilities.
- K. Licensor: The Fountain Hills Community Center, Town of Fountain Hills, Arizona.
- L. Manager on Duty: The manager of the Center who is on duty at the time of the event.
- M. Tier 1 User: Any Town of Fountain Hills Department or Town sponsored event.
- N. Tier 2 User: Noncommercial entities. Those organizations not connected with or engaged in commercial enterprise with profit as an end goal. Tier 2 users may include any group with a 501(c), 501(d), or 501(e) status, and where all proceeds are directed to the foundation,

charitable or non-profit organization, community organizations, professional schools and non-profit art organizations. Those living within the Town of Fountain Hills, proof of residence must be provided at the time of booking. Residents may not book on behalf of non-residents as a way of avoiding non-residential rates.

- O. Tier 3 User: Commercial entities or any person whose residence is not in Fountain Hills. Those organizations, agencies, and/or entities which focus on profit as an end goal. Tier 3 users may include retail corporations, charter and professional schools operating for profit, utility companies, presenters and promoters of performance, seminars, lectures and workshops which operate for profit, trade shows etc. Events where a fee is charged for entry, goods, or services, or the intent is for personal profit or gain by an individual or commercial business.
- P. Town: Refers to the Town of Fountain Hills, a municipal corporation, or its authorized representative.

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

**[Community Center License Agreement]**

**See following pages.**

## **Community Center License Agreement**

Due Date:

THIS AGREEMENT, 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 "Licensee") for use of certain space within the Fountain Hills Community Center located at 13001 North La Montana Drive in Fountain Hills, Arizona (the "Center").

LICENSEE agrees to pay the Town room rental fees as noted above. Payment and signed License Agreement are due at the time this executed Agreement is returned to the Town. If Licensee fails to return this signed agreement and full payment by the ten-day deadline, the dates may be released without notice to Licensee.

**RENTAL PERIOD:** Ballrooms rental fees are charged per hour, with a four 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 \$25/hour; if overtime at \$40/hour. Additional charges, plus applicable sales tax, for technical labor, sound and lighting equipment, piano, tuning, dance floor, a/v equipment, electricity, 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 Supervisor or designee prior to the event and before any sales are made. A \$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 of ballroom rental fees are non-refundable. If less than 120 days notice, all fees are forfeited. All Other Rooms - Full refund 61+ days prior to event date; one-half refund 30-60 days prior to the event; no refund if less than 30 days prior to the event. If any room is booked within the period of time during which no refund would otherwise be allowed (120 days for a ballroom, 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 Supervisor 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 by mail to the LICENSEE.

**EVENT CLEAN UP:** It is the responsibility of the LICENSEE 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. An alcohol permit must be purchased in order to serve any type of alcoholic beverage. Application and fee are required to be submitted to Center staff no later than 30 days prior to event date. Proof of licenses and insurance will be required.

**SECURITY:** Uniformed security is required at events serving liquor. The Town will arrange for security. LICENSEE will pay security provider the current rate of liquor service (four (4) hour minimum). Officers are required to be on site at the time liquor service begins until one hour after the liquor service ends. Payment is required to Center staff in cash no later than fourteen days prior to the event date. Liquor service will not take place if payment has not been made two weeks prior. The number of officers required will be determined by Maricopa County Sheriff's Office.

**LIABILITY INSURANCE INDEMNIFICATION:** LICENSEE shall procure and maintain insurance for event

as specified by Community Center Director or designee, naming the Town as an additional named insured. INDEMNITY: LICENSEE 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, damages, liabilities, 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 LICENSEE'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 Agreement by reference. LICENSEE must comply with any and all music license requirements under current copyright laws.

APPROVAL OF LICENSE AGREEMENT: It is agreed this Agreement will not be in force until both parties have signed it. If not approved, all funds received per this agreement will be refunded to LICENSEE, subject to the cancellation policies in the Operating Policies.

\_\_\_\_\_  
Licensee Name/Company

\_\_\_\_\_  
Licensee Authorized Representative Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Licensee Address

\_\_\_\_\_  
Licensee Signature Date

\_\_\_\_\_  
Authorized Town Representative Signature Date

[Town Logo](#)

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

**[Kitchen/Ballroom Usage Agreement]**

**See following pages.**



## Town of Fountain Hills Community Center

### Kitchen/Ballroom Usage Agreement

The following are the terms and conditions for use of the Fountain Hills Community Center. Please sign and return to Community Center Staff.

**Updated 8/15/2013**

Name of Event: \_\_\_\_\_

Name of Licensee: \_\_\_\_\_

Room(s) Rented: \_\_\_\_\_

Times: \_\_\_\_\_

Name of Caterer: \_\_\_\_\_

## GENERAL RULES AND REGULATIONS

All terms and conditions are mandatory and must be fulfilled prior to event. \_\_\_\_\_(initial)

The Licensee will have access to the Center to set up and clean up within the contracted rental period as stated in the contract. All guests, clients and caterers must depart the premises within rental times as stated in the contract; if rental items, decorations and clients have not exited the premises prior to this time overtime charges will apply. \_\_\_\_\_(initial)

No items may be left in or on Community Center property overnight. \_\_\_\_\_(initial)

## CONTRACTED SERVICES

Choices of a rental company, valet parking services, and other contractual services are all subject to the approval of the Community Center (company names and delivery/pick-up times must be listed on pre-event information form). All rental items must be dropped off and picked up within the rental time as stated in the contract. \_\_\_\_\_(initial)

Each vendor is required to have current certificate of insurance and business license documents on file with Community Center staff. \_\_\_\_\_(initial)

## PERSONNEL

Prior to event, the Licensee and all using kitchen facilities shall be informed and trained as to the Community Center's property, security and safety concerns, rules and regulations. Key personnel agree to familiarize themselves with the Center policies prior to the event. \_\_\_\_\_(initial)

Licensee will designate the main point of contact who will be at the Center during the event and who will be responsible to answer questions and assist the Community Center representative in enforcing the regulations. \_\_\_\_\_(initial)

**Please list the name of this representative below.**

\_\_\_\_\_

## USE OF COMMUNITY CENTER FACILITIES

The Center reserves the right to determine which areas may be used for food and beverage service and for other special activities planned for the event. \_\_\_\_\_(initial)

Licensee is not permitted, at any time, to utilize Community Center equipment without prior permission of Center staff. \_\_\_\_\_(initial)

Deliveries and unloading of all items will be made at the rear service entrance on the Northwest side of the building. \_\_\_\_\_(initial)

Upon loading and unloading equipment, great care should be taken to avoid hitting walls and doorways. All doors must be opened with hands. \_\_\_\_\_(initial)

All hallways, doorways and other public areas are to be kept clear as per Town fire code. Center staff monitors all areas and will ask for items to be immediately removed if you are in violation. Please notify all vendors of this policy. \_\_\_\_\_(initial)

Breakdown and clean-up must occur immediately after the guests have departed the Community Center. All rental and décor items must be removed the same night; all areas of the Center used for event must be cleaned and emptied of trash before exiting the property. \_\_\_\_\_(initial)

**All rentals MUST be picked up at the conclusion of the event and must coincide with the given amount of time for clean up.** A representative from licensee must be on-site to confirm the pick-up. Should the rental vendor pick-up an order outside of the established time frames; the licensee agrees to pay a \$50 per hour fee for the additional time incurred. \_\_\_\_\_(initial)

To ensure the quality of service, the licensee agrees to the clearing of all bar glassware, bottles or other items throughout the course of the event. \_\_\_\_\_(initial)

The Center does not provide table linens, glassware, china, cleaning supplies, towels, extension cords or any other “extras”. You are responsible for providing these items at the time of your event. \_\_\_\_\_(initial)

The ballroom is to be cleared of all items on tables, dance floor, stage and floors. Please clean up any food items on floor in ballroom in order to avoid extra cleaning charges. \_\_\_\_\_(initial)

One common occurrence resulting in an extra charge is wedding cake in the carpet. Please pay special attention when cutting and serving the cake as this often this requires staff to steam clean the area after the event is over. When this takes place an extra cleaning fee will billed to you at the hourly rate. \_\_\_\_\_(initial)

## SECURITY AND SAFETY REGULATIONS

In case of an emergency, problem, suspicion or concern the licensee should notify the appropriate Community Center staff immediately. During all events serving liquor, a uniformed officer is required to be on property. \_\_\_\_\_(initial)

**All** trash, including trash in cans located in any areas used for the event, must be taken out of the building and to the dumpster immediately following the event. \_\_\_\_\_(initial)

The Community Center reserves the right to inspect all personal property before leaving the Community Center grounds. \_\_\_\_\_(initial)

## FOOD AND BEVERAGE PREPARATION

All food and beverage preparation is to be conducted in the kitchen area of the Community Center only. \_\_\_\_\_(initial)

Kitchen facilities at the Community Center are not to be used for initial food preparation. The space may be used for food warming and work areas, but must be completely cleared and cleaned after each event. \_\_\_\_\_(initial)

A representative must complete an inspection of the kitchen and banquet areas with a member of the Community Center staff prior to exiting the building to ensure a return of damage deposit. \_\_\_\_\_(initial)

If prior arrangements are made with the Center staff one refrigerator may be designated for holding only. Refrigerator does not have shelving; rolling racks are available but licensee is responsible for providing the sheet pans for holding necessary items. \_\_\_\_\_(initial)

The kitchen floor and dock area are to be swept & mopped upon conclusion of the event. The Center will provide broom, mop and water. \_\_\_\_\_(initial)

All kitchen equipment, counters and sinks must be cleaned out and wiped down before checking out. **The Center does not provide towels or cleaning products.** \_\_\_\_\_(initial)

Fryers, charcoal or gas grilling may be allowed on the back dock of the Community Center with prior approval from Center management. The Caterer is not permitted to block any emergency exits or pathways. \_\_\_\_\_(initial)

All facilities are to be left in the condition they are found. No washing of dishes or glassware in the dishwasher is permitted. \_\_\_\_\_(initial)

Sturdy, commercial restaurant chafing dishes with stand parallel to the base of the dish are acceptable for food warming and buffet services. \_\_\_\_\_(initial)

## OPEN FLAMES

Sterno fuel for chafing dishes will be permitted under the following conditions:

Sterno fuel may be used with commercial restaurant chafing equipment only. \_\_\_\_\_(initial)

Open flames are not permitted in the Center per Town fire code; all candles must be enclosed in fireproof container where flamed does not exceed the height of said container. Table votives and hurricane lamps are permitted with prior approval. \_\_\_\_\_(initial)

## DECORATIONS AND EQUIPMENT

The Fountain Hills Community Center does not have an area for storage of personal belongings or rental equipment. **All deliveries of supplies or equipment must be the same day of the event; delivery times must be coordinated with event staff.** All rental items, décor, trash etc. must be removed from the facility immediately following the event. \_\_\_\_\_(initial)

Decorations are limited to table set-ups and decorative props with prior approval from the Center management. Mylar balloons, confetti, rice or glitter are not permitted in the Center. Any clean up of these items will result in an extra charge of \$25 per hour per staff member to the Licensee. \_\_\_\_\_(initial)

## LIQUOR POLICY

An alcohol permit must be completed and approved by the Director in order to serve any type of alcoholic beverage inside of the Community Center building; there is no fee for the application. Application is required to be submitted to Center staff no later than 30 days prior to event date. \_\_\_\_\_(initial)

Alcoholic beverage service may be served by the vendor of your choice, subject to Center staff approval. The service will have to be licensed through the State of Arizona and the Center must receive proper documentation prior to event date. \_\_\_\_\_(initial)

Only the vendor/designee 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 bottles allowed on tables. \_\_\_\_\_(initial)

**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. \_\_\_\_\_(initial)

**Liquor can be served only within the hours of noon to 10 p.m.** \_\_\_\_\_(initial)

**Please make sure your caterer has a copy of the cleaning information.**

*As the licensee you are ultimately responsible for the facility.*

*If any extra cleaning is necessary your account will be charged immediately following the end of the event.*

\_\_\_\_\_  
(Representative)

\_\_\_\_\_  
(Community Center Representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Please list below all vendors who will be in the building on the day of your event: This includes caterer, DJ, florist, baker, and photographer.

Company Name	Main Contact	Phone	Time In

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

**[Decorating Guidelines]**

**See following pages.**

# Fountain Hills Community Center Decorating Guidelines



We want your event to be as successful as you do. Here are a few guidelines to help you achieve your decorating goals, while keeping within the requirements of the Community Center. You may decorate the rooms you have rented providing you observe the guidelines listed below. You may request permission from the Center Staff to decorate hallways, lobby areas, restrooms or any other non-leased areas.

Section 12 of The “Community Center Operating Policies,” which you received as part of your License Agreement, lists complete decorating information.

## **Set Up Time**

When renting the ballroom, 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.

## **Table Sizes**

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.



## **Balloons**

No helium filled balloons are permitted without prior approval from the Center Supervisor 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 Supervisor or designee. In such an event, the Licensee will remain responsible for the cost of retrieving any stray balloons. Peanuts in the shell, sunflower seeds, rice, glitter or confetti are not permitted in the facility. A cleaning service charge will be levied should such items be brought on site for an event.

## **Confetti & Glitter**

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.

## **Candles & Open Flames**

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 Supervisor 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.

## **Tape, Pins, Staples**

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 Supervisor 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. Licensee 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 Supervisor or designee.

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 Supervisor or designee. Licensee 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 Licensee..

Under no circumstances may decorations be stapled onto or into any tables owned by the Center or onto or into any walls.

### **Special Effects**

Bubble machines are not allowed anywhere within the building. All other special effects must be approved by the Community Center Staff.



### **The Party's Over**

Following the close of the event, the LICENSEE must remove all decorations and tape and place them into waste receptacles. Any decorations or tape remaining from the event will be removed by the Center staff resulting in charges that will be billed at the prevailing labor rate (subject to overtime rates for holidays, after midnight, etc.).

Any damage to walls, floors, windows, or any other surface or furnishings due to decorations will be charged to the LICENSEE.

All items, including rental items, brought into the Center need to be removed from the building immediately following your event.

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

**[Community Center Food Service; Kitchen Policies / Procedures]**

**See following page.**

## Community Center Food Service; Kitchen Policies / Procedures

Licensee is required to use a licensed and insured Caterer for all food and beverage needs. Proof of the Caterer's business license and insurance policy must be received no later than two weeks prior to event date.

All arrangements for catering services shall be made directly with the Caterer. It is the responsibility of the Licensee to convey the cleaning requirements to all vendors who will be working in the building on the day of the event.

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 Supervisor must approve any variance.

The kitchen at the Fountain Hills Community 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.

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.

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

**[Town of Fountain Hills Community Center Liquor Policy & Procedures]**

**See following pages.**



## Town of Fountain Hills Community Center Liquor Policy & Procedures

1. An alcohol permit must be completed and approved by the Center Supervisor in order to serve any type of alcoholic beverage on the premises of the Center; there is no fee for the application. Application is required to be submitted to Center staff no later than 30 days prior to event date.
2. Alcoholic beverage service may be provided by the 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 and to have a Town of Fountain Hills Business license. Proof of bartender certification must be provided to the Center staff no later than ten days prior to event date.

Proof of liquor and business licenses will be required no later than two weeks prior to event date. If the appropriate paperwork is not provided, alcohol service will not take place, **NO EXCEPTIONS!**

3. D. 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 bottles allowed on tables.

**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.

4. **Liquor can be served only between the hours of noon to 10:00 p.m.**
5. Licensee, except non-profit entities with a Special Event Liquor License, will not be able to sell liquor at events. Only hosted liquor service is allowed. **(No cash bars)**
6. **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.

7. 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 75% of the gross receipts from the event, up to 25% of the gross receipts of a special event may be used to pay reasonable and necessary expenses incurred in connection with the event.
8. Additional information on Special Event Liquor Licenses may be obtained from the AZ Department of Liquor Licenses and Controls website.  
<http://www.azliquor.gov/series15.cfm>
9. 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.
10. 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.
11. Licensee shall conform to all the state and local laws, and the Center 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 Supervisor or designee.
12. The **Center will require, at Licensee's expense, security personnel** as may be determined to be appropriate for the event and as set forth in Section 16 on the Center Operating Policies. Center staff will contract with Maricopa County Sheriff's Office for all security needs. Security is required from the time liquor service begins until one hour after liquor service has ended.
13. The Licensee signing the permit is responsible for upholding all policies regarding liquor service. Failure to adhere to these policies will result in a revocation of the alcohol permit and no liquor will be allowed into the Center.