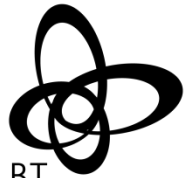


11.5.3 GLBT CULTURAL CENTER FACILITY USE AGREEMENT

GLBT Cultural Center space is available exclusively for *not-for-profit* and *non-partisan* purposes.

Submission Deadline: Requests for Monday through Friday afternoon events require a minimum of 72 hours notice. Requests for Friday evening through Sunday events must be submitted no later than noon on the prior Thursday.



GLBT
CULTURAL CENTER

USER INFORMATION

Organization / Event Organizer: _____ 501C3 Individual Other: _____

Address: _____ City: _____ ZIP: _____

Phone #: _____ - _____ - _____ Fax #: _____ - _____ - _____ Email: _____

Authorized Representative:

Name: _____

Phone #: _____ - _____ - _____

Email: _____

Alternate Contact:

Contact Name: _____

Phone #: _____ - _____ - _____

Email: _____

EVENT DETAILS

Event Title: _____

Purpose: _____ # of attendees: _____

Date(s)	Set-Up Starts	Event Starts	Clean-Up Ends	Room#
/ /	: <input type="checkbox"/> am <input type="checkbox"/> pm	: <input type="checkbox"/> am <input type="checkbox"/> pm	: <input type="checkbox"/> am <input type="checkbox"/> pm	
/ /	: <input type="checkbox"/> am <input type="checkbox"/> pm	: <input type="checkbox"/> am <input type="checkbox"/> pm	: <input type="checkbox"/> am <input type="checkbox"/> pm	
/ /	: <input type="checkbox"/> am <input type="checkbox"/> pm	: <input type="checkbox"/> am <input type="checkbox"/> pm	: <input type="checkbox"/> am <input type="checkbox"/> pm	
/ /	: <input type="checkbox"/> am <input type="checkbox"/> pm	: <input type="checkbox"/> am <input type="checkbox"/> pm	: <input type="checkbox"/> am <input type="checkbox"/> pm	

Please check all that apply:

- This is a recurring event. Frequency: _____
- Furniture is requested: ___ # chairs ___ # tables (User will be responsible for set-up and restacking of chairs.)
- Admission will be charged. Admission/ticket price: \$ _____
- Alcohol will be served. (**Red-colored beverages are not permitted.**)
- Food will be served. If access to a locking refrigerator / freezer is needed, please check here:
- This is an arts or musical performance, rehearsal, or audition.
- This is a fundraising event. Beneficiaries: _____ Expected \$: _____
- Parking lot needed for non-parking purposes. Explain: _____

AUTHORIZATION As the authorized representative or organizer under User Information above ("User"), I have read and agree to comply with the **Terms of Facility Use**. I agree that failure of User and all event participants to comply with these terms may lead to exclusion from future facility use.

X

User Signature

Date

BILLING / RESERVATION HOLD INFORMATION

Cardholder Name: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ - _____ - _____

VISA Mastercard # _____

Expires ____ / ____ CVV2#: _____ (3-digit number on reverse)

X

Cardholder Signature

Date

Debit cards will be processed as credit card transactions.

Select One Payment Option:

- Use CC to reserve only. (Pay by other method.)*
- Process CC for single payment only.
- Process CC for each recurring event.
- Process CC once a month for recurring events.

Recurring events per transaction limit: \$ _____

*An account used to reserve space may be subject to billing for unpaid rental or deposit charges, per the Terms of Facility Use.

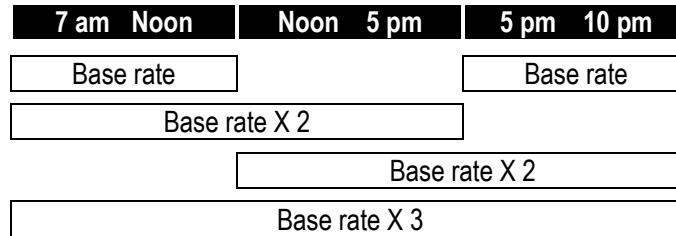
Office Use: Rec'd: \$ _____ Pmt Type: ___ cash ___ CC ___ check Date ____ / ____ / ____ Cal Date: ____ / ____ / ____ Init _____

Terms of Facility Use

The following are the terms for use of the facility owned and operated by Montrose Counseling Center, Inc. (MCC) known as the GLBT Cultural Center (“Center”), located at 401 Branard Street, First Floor, Houston, TX 77006. All terms apply to the renting organization, community group, agency, or individual (“User”) hosting an event, as well as to event guests and participants.

Rental Rates

The base rental rate for each room corresponds to a pre-designated 5-hour block of time, of which there are three in a day: **7am – noon**, **noon – 5pm**, and **5pm – 10pm**. For short events, it is recommended that the User schedule within one of these time blocks, as a scheduled event that overlaps two time blocks (e.g., 3pm – 7pm) is subject to the base rate X 2. Consecutive blocks may be reserved for longer events. For example:



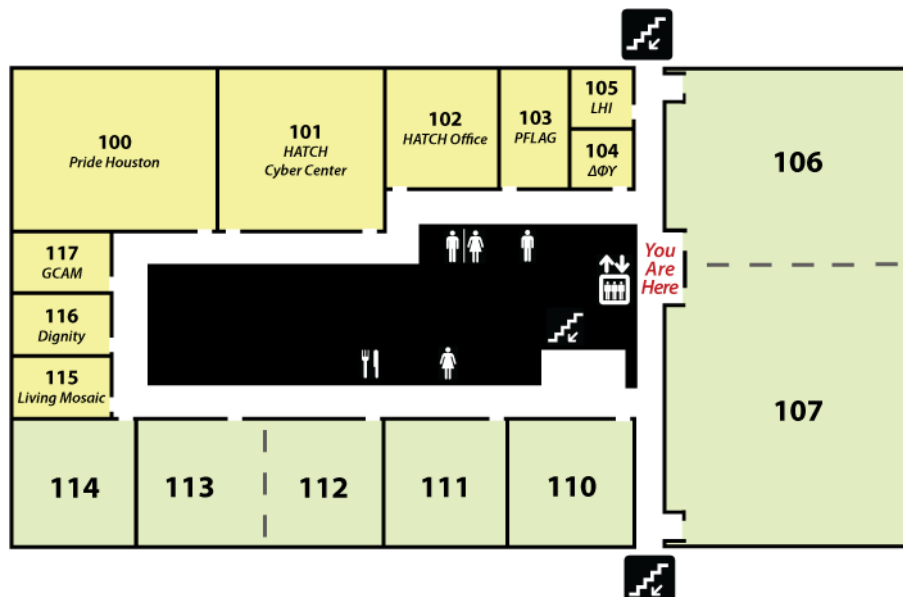
Meeting Room Base Rates

Room	Dimensions	Capacity	Base rate
110	24 x 23	36	\$25
111	24 x 23	36	\$25
112	24 x 23	36	\$25
113	24 x 23	36	
		72	\$50
114	24 x 23	36	\$25
326	19 x 26	32	\$35
327	19 x 26	31	\$35
328	19 x 26	32	\$35

Large Room Base Rates

Room	Dimensions	Capacity	Weekday base rate Monday - Friday 5pm	Weekend Base rate Friday 5pm - Sunday
106	46 x 37	112	\$75	\$125
107	46 x 51	155	\$100	\$150
106 & 107	46 x 88	268	\$175	\$250

First Floor Guide



Accessible Accommodations – The meeting rooms, restrooms and drinking fountains are accessible for people with physical challenges. To ensure that logistical arrangements will accommodate attendees, Users should advise MCC of special needs.

Access, General – Upon receipt of payment, MCC agrees to provide User the reserved room, restrooms, and kitchenette.

Affiliation, Recovery Group – 12-step groups must be recognized by and registered with a national 12-step program and local “Intergroup” or recognized service center. Any modifications of the 12-step program must be approved in writing by the national lead agent (e.g., AA World Services). The group shall provide a copy of authorization to MCC with Facility Use Agreement.

Animal/Pets – Animals are not allowed, with the exception of trained animals assisting with physical or emotional challenges.

Availability: Space is made available only when MCC does not require the use of the space and the User abides by the Agreement and Terms of Use. MCC agrees to give notice should space become unavailable for recurring meetings.

Beverages – Users are responsible for providing their own beverages. Alcohol may be served on the 1st floor only as long as the following rules are observed: Beer, white wine and/or clear liquor only; no one under age 21 may be served; glasses must stay in the reserved room and not extend into the hallway; the User may not advertise that alcohol will be served at the gathering; and it may not sell alcohol by the glass, bottle or cans (or sell tickets that can be exchanged for alcoholic beverages) unless a caterer with a liquor license is used. No red-colored beverages (including wine) or dark-colored punch may be served, as their stains are nearly impossible to remove.

Calendar of Events – MCC publishes all scheduled Center events at <http://www.glbtcenTer.org> and on digital signs on the first and second floor. (See Digital Signs). Event title and time will appear as entered by the User on the Agreement form.

Cancellations – Users canceling less than three (3) business days before the scheduled event will be charged a \$25.00 cancellation fee. Users canceling rooms 106/107 less than thirty calendar days before the event will be charged a \$100 cancellation fee. (See No Show policy.)

Caterers – Users may use professional caterers to provide food and beverages for their events. All caterers must have a Certificate of Liability Insurance on file with MCC in order to deliver food and services. This information must be faxed to 713.526.4367 prior to the date of the event.

Cell Phones – To respect Center visitors, cell phones should be used outside meeting rooms. Hands-free accessories such as Bluetooth® may not be used in the building because of concerns about confidentiality. While this may seem overly cautious, MCC adheres to stringent guidelines in order to protect the privacy of all of our visitors.

Charges and Payments – A valid MasterCard or VISA account is required to secure a reservation. A confirmation of the rental fee amount will be sent by email to the User. Rental fees are payable to “MCC” by cash, check or VISA/MasterCard, and must be received in advance of the scheduled reservation. Any unpaid fees will be charged to the account used to secure the reservation (see also Damages). **Exceptions:** Tenants may pay for additional rooms or recurring meetings with their rent. Community organizations that name MCC, HATCH, SPRY or the Gay & Lesbian Switchboard Houston as a beneficiary of their fund raising efforts and donate at least \$5,000 may have 12 monthly meetings for free. For 12-step meetings in Room 110, MCC will accept amounts less than the posted fee, provided that the User is making a concerted effort to be self-supporting through its own contributions.

Check-In/Out Procedures – Users need not check in with MCC. The elevators will be set to open at least one half hour before the meeting and will lock after the meeting’s end time. The room door will be unlocked. MCC reception on the 2nd floor is available Monday – Friday, 8:00 am – 7:00 pm. The User may schedule an orientation of room logistics (kitchenette, restrooms,

etc.) by contacting communitydev@montrosecounselingcenter.org. The meeting host is responsible for returning chairs and tables to the state in which they were found and ensuring trash is in the waste containers after the meeting. MCC staff may check the room between uses.

Children/Youth – Each child/youth younger than 16 years of age (other than MCC/HATCH-organized events and meetings) must be accompanied by a responsible adult.

Participants/Guests – The User is responsible for properly supervising all activities on the premises and for informing event participants, members or invited guests of the terms explained in this document. A PDF copy of these terms may be downloaded at <http://www.glbtcenTer.org>.

Contact Person(s) – The names, emails, and phone numbers of two contact persons must be on file with MCC. If a contact person changes, the User must inform MCC of the new contact person within one week of the change. If MCC staff cannot reach the contact person after trying for two weeks, User’s ability to use facility may be revoked.

Damages – User assumes all responsibility for physical damages to Center property resulting from deliberate acts or negligence by the User and others in attendance of the scheduled event. Additional fees for physical damages will be assessed and invoiced to the User (See Deposit). Property damage attributed to a User may also result in exclusion from future Center use.

Decorations and Candles – Table top and free standing decorations are permitted. Push pins, tacks, glitter, confetti and tape are not permitted due to the damages they may cause to walls and vacuums. Candles are not permitted due to the fire hazard and local fire codes.

Deliveries – Users arranging for third party deliveries must have someone present during deliveries and pick-up. They are responsible to ensure that no MCC property is removed from the building during these deliveries and pick-ups. (See Events)

Deposit – A valid credit card (MasterCard/VISA) deposit is required for all meetings and events. The card may be charged for unpaid facility use, as well as for invoices for cleaning or damage fees that remain unpaid within 10 days of issuance. Users that meet regularly may keep a credit card number on file and renew it annually.

Digital Signs – A digital monitor displaying scheduled events is mounted opposite the first floor and second floor elevators. They are protected by an alarm system and should never be tampered with by Users. Event titles and times are republished from the Calendar of Events. To promote a not-for-profit event or announcement on these displays, please email communitydev@montrosecounselingcenter.org.

Emergency Contact – Users may visit the reception desk during business hours: Monday - Friday, 8am - 7pm for assistance. To reach an MCC Representative on an emergency basis during non-business hours, the User may call 713.529.0037 and ask for the Supervisor on call.

Events – Events may require a cleaning charge of no less than \$50.00 if the space is not restored properly to its pre-event state. This includes stains left on the carpet (see Damages). Security may be required at the expense of the User. (See Security). Users may arrange for access to the first floor for large deliveries, Monday – Friday, 8 a.m. – 7 p.m. Failure to return the security card will result in a \$25 fee charged to the credit card on file with the room reservation. Users are not permitted to prop open external doors to the building.

Fundraising – All fundraising events on MCC premises require prior approval in writing.

Furnishings and Equipment – No furnishings or equipment shall be removed from the room in which they were found without prior approval of MCC.

Ice – Users may utilize the ice machine in the kitchenette.

Indemnification – MCC agrees to hold harmless and to indemnify the User and individuals named on page one and individual employees, officers, or board members of such organization for any and all liability of MCC resulting from complaints, grievances, claims, actions, or suits which arise from performance under this agreement of MCC and its employees, officers, board member or agents. The User and individuals named on page one agree to hold harmless and to indemnify MCC and individual employees, officers, or board members of such organization for any and all liability of the named organization resulting from complaints, grievances, claims, actions, or suits which arise from performance under this agreement of the named organization and its employees, officers, board member or agents.

Insurance Requirements – General liability is required for most events in the Center. An organization or individual that does not have general liability insurance through their organization, home owners policy or caterer (including liquor liability as applicable) may contact MCC's insurance agent, Rob Schmerler at 713.461.7700, for event rates. Estimates are available on <http://www.egroup.com/entertainment.htm>

Kitchenette – The kitchenette is equipped with a sink, standard microwave, ice machine, standard refrigerator/freezer and large industrial coolers (one freezer and one refrigerator). Access to the large coolers is first-come first-serve, with priority given to catered events, food drives, etc. The User must specify this need on the Agreement form and designate someone to pick-up and return the key at the front desk on the 2nd floor, Monday – Friday, 8 a.m. – 7 p.m. Failure to return key will result in a \$10 fee charged to the credit card on file with the room reservation. There may be more than one group using the kitchenette at one time and it is expected that no one will use or remove another group's items without their expressed permission.

Lost and Found – Please turn in all items (cell phones, umbrellas, glasses, coats, etc.) left in meeting rooms at the MCC reception desk on the 2nd Floor, Monday – Friday, 8 a.m. – 7 p.m. If an item is not claimed within two weeks, it will be disposed of.

Media Coverage/Press Conferences – Users must request prior written approval to allow media coverage on MCC property. Requests for media/press coverage must be made a three (3) business days prior to the meeting through MCC's Marketing Staff (713.529.0037 x324). MCC reserves the right to approve or decline media access to meeting facilities based on the topic's compatibility with MCC's mission or a risk to MCC's property or other guests.

Meeting Purposes – All activities conducted in the Center must be non-profit and non-partisan in purpose and no admission fees may be collected. Membership dues or donations towards the use of space may be collected. Organizations and activities that may qualify as a non-profit purpose include organizations with a 501c(3) designation, unincorporated groups that provide community support and recreation activities and private parties/ceremonies. Theatre activities shall have a non-profit 501c(3) sponsor or substantially benefit MCC or one of its programs

Meeting Scheduling – Reservations require a minimum of 72 hour notice, Thursday noon for weekend meetings. Events may be booked up to one year out. Active 12-step groups may meet perpetually.

Name and Brand – The name(s), logo(s) and abbreviation(s) of GLBT Cultural Center and Montrose Counseling Center and its programs are not to be used in meeting notices, without prior written consent. MCC's address may be used for identifying the location of the meeting. The User must not claim to be affiliated with MCC.

No-Show – Once a meeting is confirmed, it is the responsibility of the meeting's host to let MCC know if they need to cancel. If the User fails to do so, cancellation fees will be in effect (See Cancellations), and future meetings may not be scheduled until the no-show fee is paid.

Occupancy Limit – Occupancy limits for meeting rooms will be strictly enforced. Emergency exits must remain clear at all times. Users are expected to cooperate with efforts to maintain security of the building and grounds and to provide for the safety of all visitors.

Parking Lot – Parking is available at no charge in the attached parking lot. There are 225 spaces. Guest may not park in the few marked reserved parking spots on the East side under the building. Users will not be permitted to reserve spaces for parking for their event. A section of the parking area may be rented for an outdoor event, festival or vigil. The charges will be set on a case-by-case basis dependent upon the purpose of the event.

Prohibitions – No firearms, weapons, illegal drugs, illegal activities and/or violence is prohibited on the premises. No activities may be held at MCC that involve the use of drugs, sexual activity, exchange of body fluids, nudity, sex play or demonstrations. Partisan political activities are prohibited, including political campaign fund raisers and campaign speeches. No election materials may be displayed in the building or the parking area other than bumper stickers on personal vehicles.

Refunds – Refunds will only be given if the meeting is cancelled at least three (3) business days prior to the meeting or if a substandard building condition is present such as the HVAC or another essential system is not working. MCC is not responsible for any loss of revenue from the event.

Representation – The name of the User must readily convey to the public what kind of entity it is and the national organization with which it is affiliated.

Reservation Confirmation – Once a meeting room has been confirmed, the meeting host will receive an email confirmation.

Respect & Noise – The User agrees to leave the facilities in pre-event condition, including returning chairs, tables, and other furniture to their original location within the reserved room and disposing of all containers, handouts, etc. The building must be treated respectfully –no shoe/foot marks on the walls, cigarette marks on building, etc. Participants must be encouraged to respect the rights of the full-time tenants in the facility and counseling center clients on the 2nd floor. During MCC operating hours (Monday - Friday, 8:00 am – 7:00 pm) every effort must be made to maintain a reasonable noise level so as not to disturb MCC work activities.

Restricted Access – The 3rd floor of the building is restricted to MCC employees unless special arrangements are made. Visitors to MCC need to check in at the reception area on the 2nd floor.

Security – No external doors to the building may be propped open. Electronic locks and the elevator will be programmed to unlock for the duration of scheduled meetings. The meeting/event host agrees to ensure the security of the building during and after the use of the facility, including turning off lights. Events may require security. MCC recommends off-duty constables who may be engaged through Precinct One Constable Jack Abercia's Office for \$30/hour with a four-hour minimum. In the case that the User needs to reach an MCC representative on an emergency basis, s/he may do so by calling 713.529.0037 and asking for the Supervisor on call.

Set-up – MCC will provide chairs and tables for meetings/events, but Users are responsible for setting up the room up for their particular needs and returning all furniture to its original location at the end of the meeting.

Signage & Promotions – Signs advertising meetings may be displayed on the 1st floor with prior written approval from MCC in the designated area only. To promote a not-for-profit event or announcement on the Center's digital displays, please email communitydev@montrosecounselingcenter.org.

Smoking – The entire building is smoke-free. A designated smoking area is located 15 feet from the elevator lobby door and is equipped with an ash/disposal can.

Sponsorship – MCC may not allow free use of space in exchange for co-sponsorship of an event unless MCC is the only co-sponsoring service provider.

Wedding/Union Ceremonies – (see Events)

Weapons – MCC prohibits entry of any person who is carrying a firearm or other weapon, including a licensed concealed weapon, except authorized security personnel and law enforcement officials.