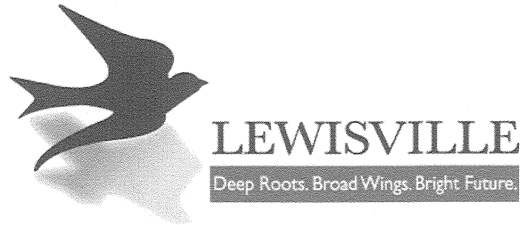


Effective Date: 05/19/2015

Approval: 



Wayne Ferguson Plaza

FACILITY GUIDELINES

GENERAL INFORMATION:

The Community Relations and Tourism Department oversees the operation of Wayne Ferguson Plaza. Staff of the MCL Grand will be the agents for booking and operation of the facility.

HOURS OF OPERATION:

1. Public parks within the city shall be closed overnight according to the Hours of Operation described elsewhere in these guidelines. The City may erect such physical barriers as shall be necessary to prevent entry during those hours, and all city personnel are authorized to enforce state criminal trespass laws against those who violate this section. The Community Relations Director, or his designee, may issue Plaza Event Permits to organizers of events wishing to use the park outside of the usual hours of operation.
2. The City Manager, or designee, can approve a temporary closure of all or part of the Wayne Ferguson Plaza. Reasons for such closure may include, but are not limited to, park maintenance, public safety concerns, severe weather, and unfit or unsafe ground conditions due to weather or other causes.

STAFFING FOR RENTAL OR PERMITTED EVENTS:

1. An MCL Grand staff member must be present at all times of occupancy for a public event using the stage or as directed in a Plaza Event Permit. This staff member will not be part of any tech or "running" crew. The cost of any requested additional staffing for tech or "running" crews will be billed to the lessee by the approved stage labor vendor or directly by the City of Lewisville.
2. MCL Grand venues are non-union stage houses. If union stage hands are required for a third-party activity due to a contractual agreement with another union, (such as Actors Equity Association), Renter may contract with the IATSE Local either in Fort Worth, Texas or in Dallas, Texas. Any contract for IA labor is separate from any contract with MCL Grand. Renter shall be responsible for the conduct and activity of IA Stage Employees. The MCL Grand staff member on duty is the final authority over all technical matters in the facility.

3. For rental uses, all additional labor beyond that which is contained in the Facility Use Agreement must be requested no later than 48 hours prior to the event.
4. For rental uses, the MCL Grand staff member on duty will be onsite no later than thirty (30) minutes before the established call time.
5. For rental uses, additional staffing will be onsite a minimum of ten (10) minutes before the established call time.
6. Most labor cost has a four-hour minimum.
7. Meals and breaks must be scheduled into work calls for MCL Grand staff or outside personnel hired through MCL Grand. One fifteen-minute break must be given every three hours in a call longer than three hours. Meal breaks are thirty minutes, and one must be given every six hours in calls of six hours or longer.
8. The Management of MCL Grand reserves the right to require Renter to hire security for any event. All charges for security will be billed to Renter.
9. The Management of MCL Grand will be the sole arbiter for the amount of labor necessary for events in MCL Grand venues.

LIGHTING:

The use of electrical lighting systems on the Wayne Ferguson Plaza stage, or the use of free-standing electrical lighting equipment elsewhere in the park that exceeds 25kw, require a Plaza Event Permit as described elsewhere in this directive and also must adhere to the following requirements.

Lighting Equipment from Outside Parties:

1. Any lighting truss system, lighting instruments, dimmers and control panels used at Wayne Ferguson Plaza as part of a rental event must be inspected by MCL Grand staff or approved stage labor prior to start of the event. City representative on site will be the final arbiter as to the safety and suitability of said equipment.
2. Use of existing power, or use of electrical generators, must be approved and inspected by a City representative before their use for an event.
3. All lighting and electric plots must be approved by the management of MCL Grand before load-in. Any set-up deemed unsafe by the management of MCL Grand will be modified to the satisfaction of all parties. Renter shall pay all associated costs.
4. MCL Grand staff will not install or operate equipment owned by an outside party.
5. Lighting installation must be fully removed from the park prior to the scheduled end of the rental, unless arrangements have been made with MCL Grand management in advance. Any equipment left on site beyond the scheduled rental period can be subject to additional charges for temporary storage. Any equipment left on site more than 72 hours beyond the scheduled end of the rental, absent arrangements made with MCL Grand management, will be disposed of in a manner chosen by MCL Grand management.

City-Owned Lighting Equipment:

1. Use of City of Lewisville lighting truss system, lighting instruments, dimmers and control panel must be arranged for a minimum of 10 days in advance of the event. Client will pay all fees associated with the rental and installation. The schedule of all equipment rental and labor fees is set by Ordinance and is available for review on the City of Lewisville Website or in hard copy provided by MCL Grand Staff.
2. MCL Grand staff or approved stage labor vendor must approve any modifications to the installation of City of Lewisville lighting truss system, lighting instruments, dimmers and control panel.
3. MCL Grand staff or approved stage labor vendor will perform all physical modifications to the lighting installation unless other arrangements have been approved in advance.
4. All lighting and electric plots must be approved by the management of MCL Grand before load-in. Any set-up deemed unsafe by the management of MCL Grand will be modified to the satisfaction of all parties. Renter shall pay all associated costs.
5. Lighting installation must either be fully removed from the park at the conclusion of the event, unless arrangements have been made with MCL Grand Manager for the equipment to remain in the Park for a subsequent event.

SOUND:

Users of the Wayne Ferguson Plaza must adhere to all local ordinances pertaining to allowable hours for use of sound amplification systems and permissible decibel levels. For details, consult the Code of Ordinances.

In addition, the following rules apply to the use of powered sound equipment in Wayne Ferguson Plaza, excluding those devices primarily designed for personal use (e.g. radios or similar items).

Sound Equipment from Outside Parties:

1. Use of existing power, or use of electrical generators, must be approved and inspected by a City representative before their use for a rental event. Any set-up deemed unsafe by the management of MCL Grand will be modified to the satisfaction of all parties. Renter shall pay all associated costs.
2. MCL Grand staff will not install or operate equipment owned by an outside party.
3. Sound equipment must be fully removed from the park prior to the scheduled end of the rental, unless arrangements have been made with MCL Grand management in advance. Any equipment left on site beyond the scheduled rental period can be subject to additional charges for temporary storage. Any equipment left on site more than 72 hours beyond the scheduled end of the rental, absent arrangements made with MCL Grand management, will be disposed of in a manner chosen by MCL Grand management.

City-Owned Sound Equipment:

1. MCL Grand has an outdoor audio system available for rental. Rates for use of this equipment are established by Ordinance and are published on the City of Lewisville website or available in hard copy at the MCL Grand. Arrangements for use of this equipment must be made a minimum of 10 days in advance of the event.
2. Set up and take down of City of Lewisville audio equipment must be by MCL Grand staff or by approved stage labor contractor. Operation of the audio equipment must be arranged with MCL Grand management.

RESERVATIONS:

Reservation Methods: All reservations shall be scheduled through MCL Grand management. No oral agreements for use of the facility shall be considered valid. No reservation will be considered binding unless a Rental Agreement Form and Facilities Use and Indemnification Agreement is completed, signed and the required deposit paid.

Any person, business or organization wishing to rent the facility that has an unpaid past due balance may not book or utilize additional dates until the balance is paid.

Advance Reservations: Any party wishing to book the facility shall complete and submit an Event Application Form. General Booking is open to all clients, occurs throughout the year and is available one year in advance of the desired date or dates. To allow for proper processing, bookings must be made at least 10 business days prior to the desired date of the rental.

Once the Event Application Form is received and entered into the booking system by MCL Grand staff, the reservation will be considered tentative and will be held for two weeks. If payment as described below has not been received prior to the end of that two-week period, the reservation will be cancelled.

MCL Grand staff reserves the right to schedule multiple same-day bookings, when the second booking does not interfere with the initial client's booking.

Standing Reservations: Standing reservations are not allowed at this facility. Standing reservations are defined as a recurring meeting or event that occurs on the same day/date, time and space for the same or substantially the same activities, scheduled for at least four such reservations within a four-month period.

DEPOSIT:

Deposit Due: As stated in the fee ordinance, Sec. 2.201, user shall pay a deposit of 50% of the total of rental fees at the time of signing of the facility use agreement. In addition, users shall pay a damage/cleaning deposit

equal to \$300 or 10 percent of the total rental, whichever is greater, prior to use of the facility.

If glass or ceramic containers are to be used to store, transport, serve or consume any beverage within the boundaries of the park as part of an approved Plaza Event Permit, additional damage/cleaning deposit of \$100 will be charged.

Refund of Deposit: The damage/cleaning deposit will be refunded to the responsible party based on a determination that all facets of the rental agreement are satisfied.

VIOLATIONS RESULTING IN LOSS FROM DEPOSIT:

1. Failure of the responsible party to attend the entire activity will result in forfeiture of deposit.
2. Damage to facility, grounds and/or fixtures. Costs to repair damage caused by the renter will be deducted from the deposit. The renter will be responsible for damages that exceed the deposit.
3. Exceeding the times of a paid rental without authorization from MCL Grand management. Any group found using the facility prior to or after rented times without authorization will lose a portion of the deposit (amount specified in the Fee Ordinance, Sec. 2.201).
4. Failure to leave facility in same condition as at start of rental period. This includes removing all trash and debris from the event.
5. Failure to comply with the facility-specific guidelines and City of Lewisville Ordinances could result in the forfeiture of any and all of the deposit.

INSURANCE REQUIREMENTS

1. For any rental activity that includes the Wayne Ferguson Plaza stage, or any event that is subject to a Plaza Event Permit, renters must show proof of general liability coverage with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage, with a minimum aggregate limit of \$1,000,000.
2. For all other rental activities held at Wayne Ferguson Plaza, renter must sign an indemnification and hold harmless agreement naming the City of Lewisville, its officers, officials, employees and volunteers.
3. If alcohol is to be served at an event for which the facility is rented, renter must provide proof of Host Liquor Liability coverage. Renters for events at which alcohol is served also must sign an indemnification and hold harmless agreement.
4. Proof of insurance must be in the form of a valid Certificate of Insurance in the name of the renter and naming City of Lewisville, its officers, officials, employees and volunteers as additional insured.

RENTAL/USE FEES:

Rental Rates: Established in the Fee Ordinance, Sec. 2.201

Rental Facilities:

There are five rental options at Wayne Ferguson Plaza. During a rented event, no other use of the rented area is allowed but the remainder of the park facilities will remain open to the public. The use of barricades to restrict public access to the rented area must be done in accordance with Item 4 under Facility-Specific Guidelines listed below.

Great Lawn Rental: This includes the stage and the entire oval-shaped grass lawn fronting the stage and the upper level grass lawn above the semi-circle retaining wall. It does not include the access alley, areas south of the alley, the splash pad, or other areas north or west of the Great Lawn.

Lower Lawn Rental: This includes both the stage and the grass oval between the stage and the semi-circular retaining wall. Additional charges may apply to certain stage uses.

Party Lawn Rental: This includes rental of either the east or west half of the grass oval as divided by the north-south public walkway, not including the walkway itself.

Upper Lawn Rental: This includes the upper level grass lawn above the semi-circular retaining wall. It does not include areas south of the alley, the splash pad, or other areas north or west of the great lawn.

Stand-Up Wedding: Includes space reservation only, marked by a sign printed and provided by MCL Grand. Maximum of 30 guests, maximum of 30 minutes, no chairs or other furnishings, no amplified sound system. No reservation or rental fee is required for this type of event if client does not choose to reserve a specific location in advance.

The access alley, areas south of the alley, the splash pad, and other park areas north or west of the Great Lawn are **not** available for rental.

Conflicts:

MCL Grand reserves the right to decline a requested rental if it will, in the sole discretion of MCL Grand staff, create a conflict with a previously booked event.

Minimum Rental Hours:

All spaces are rented in minimum four-hour blocks. Additional hours may be reserved only in conjunction with a four-hour block.

Overtime Fees:

After scheduled park closing time, all hourly rates are doubled and charged in 15-minute segments.

Rental Fees Due By:

Final payment of rental fees is due at least 10 business days prior to the date of rental. Any additional charges incurred during an event must be paid in full within two business days. Any rental booked less than 10 business days in advance must be paid in full at the time of booking.

CANCELLATIONS:

1. Cancellation of a confirmed reservation for which a Facility Use Agreement has been signed must be made in writing, either by physical letter or email to assigned MCL Grand staff.
2. If cancellation occurs 60 days or more in advance of the rental date, customer is eligible for a full refund of the reservation deposit.
3. If cancellation occurs 30 days or more in advance of the rental date but less than 60 days in advance of the rental date, a cancellation fee equal to 50 percent of the deposit will be deducted from the refund.
4. If cancellation occurs less than 30 days in advance of the rental date, entire deposit is forfeited.

ALCOHOL-RELATED REGULATIONS:

1. Alcohol consumption permitted at this facility? Yes
2. City permit required to consume alcohol at this facility? Yes
3. Alcohol sales permitted at this facility? Yes
4. Facility-Specific Policy: Alcohol allowed only at approved and permitted events, not during regular park use. Sale of alcoholic beverages only allowed through facility contracted concessionaire or, in absence of said contract, by a caterer holding the applicable state permit and having applied for and been added to the MCL Grand approved alcohol vendor list.
5. At the sole discretion of MCL Grand Management, in consultation with Lewisville PD, security may be required at events where alcohol is served.

FACILITY-SPECIFIC GUIDELINES:

1. Plaza Event Permit

Park users will be required to apply for and receive a Plaza Event Permit when any of the following conditions apply to the planned park use. Note that some items might require additional permits under state law or city ordinance, including food service, alcohol service, canopies, and enclosed tents. If a Special Event Permit is required, the Plaza Event Permit application can be submitted simultaneously.

- a. Amplified sound will be used beyond the hour of 9 p.m. on weeknights (Sunday through Thursday) or 10 p.m. weekends (Friday and Saturday).
- b. On-site food preparation as described under "Food Service" below.
- c. Alcohol sales, or free alcohol distribution that is open to the general public.
- d. An estimated crowd of 500 or more people.
- e. User requests closure of any public street.
- f. Use of a generator 25kw or larger.
- g. Combined square footage of tents or canopies totaling 1,000 square feet or more.
- h. Plans to use glass or ceramic containers to store, transport, serve or consume any beverage within the boundaries of the park.

Any event expected to attract a crowd of 200 people or more is required to have at least one portable toilet on site for every 200 people.

2. Photo/Video Shoots

- a. Commercial photo, video or film shoots in the park must not interfere with public access to the facility unless approved in writing by the MCL Grand manager.
- b. Management reserves the right to charge rental fees for commercial photo, video or film shoots that deprive the facility of the opportunity for legitimate rental opportunities, based on size and duration of the shoot. Rental fees shall be assessed at local or non-local Commercial rates as set forth in the Fee Schedule.
- c. No attaching of materials to park structures or grounds is permitted during photo, video or film shoots except by written permission from MCL Grand management. No alteration of park structures, hardscape or landscape materials is permitted during photo, video or film shoots. No signs of any sort may be posted unless approved in writing by MCL Grand management.
- d. Under no circumstances will photographing, taping or filming of nude models be allowed in the park.
- e. Persons engaged in photography, video or film shoots in the park are subject to all applicable local, state and federal laws and statutes. If, in the opinion of MCL Grand management, any of these activities are in violation of any applicable local, state or federal law or statute, persons engaged in said activities will be required to cease and desist and to leave the premises.

3. Food and Beverage Service

The following rules apply to rental events held at Wayne Ferguson Plaza, and to activities required to apply for and receive a Plaza Event Permit.

- a. **Concessions**
Renters of the park may be granted permission to provide their own concession sales service with no additional permit, so long as items offered are limited to commercially packaged selections such as chips, candy and bottled or canned soft drinks and water.
- b. **Food Service**
MCL Grand staff must approve the specific placement of any vendor that will prepare food on-site, to include heating of food over open flame or otherwise through the use of gas-fueled cookers, charcoal/wood-fueled cookers, or electric devices. Food vendors must have obtained valid permits and inspections required for kitchen operation in Lewisville, Texas. Self-contained food trucks or trailers are permitted only along the south side of Church Street adjacent to the park. Food truck operators must have registered as an MCL Grand Approved Caterer. MCL Grand management shall have final discretion as to the maximum number of food trucks allowed for an event at this facility.
- c. **Catering**
If prepared foods or meals are to be served at a rental event, this service must be provided by a vendor on the MCL Grand Approved Caterers list. Said caterer must adhere to all requirements of the catering agreement, including providing proof of health department kitchen inspection and current insurance.

d. Alcohol

The sale or free public distribution of alcohol must be provided by a vendor on the approved alcohol vendor list. Said vendor must post a valid permit from the TABC, show proof of insurance, use TABC certified servers, and adhere to all applicable state laws related to alcohol service.

4. Fences and Barricades

- a. Park visitors are not allowed to set up fences, ropes, portable walls or any other temporary barricades that would interfere with public access to any portion of the park.
- b. Rental events can request temporary barricades to control access to the rented area of the park. This request must be made at least 10 business days prior to the event date. Placement of barricades will be determined by City staff. Barricades will be set up by City staff and can only be moved by City staff or approved contract labor. Cost for the barricading will be added to the rental fees for the event.
- c. City staff will not be responsible for monitoring the barricades for unauthorized access to the rented space. If a rental client wants to secure the barricade perimeter against unauthorized access, or if such security is required by City staff, renter will be required to hire and pay for security according to the provisions below.

5. Security

- a. Security at Wayne Ferguson Plaza during regular operations is under the authority of the Lewisville Police Department.
- b. Rental clients might be required to provide event security as part of the Plaza Event Permit application, or might choose on their own to provide on-site security. All such security personnel must be arranged through Lewisville Police Department.

6. Prohibited Actions

- a. Smoking is prohibited at all times within 15 feet of the splash pad/play area and within 15 feet of the boundary of the Great Lawn.
- b. Materials and decorations may not be attached to permanent fixtures such as light fixtures. Decorations or materials may not be nailed, stapled, taped or otherwise attached to any part of the premises without explicit approval from MCL Grand management. All decorative materials must be flameproof.
- c. No open flames (including grills) are allowed in the park unless approved as part of a Plaza Event Permit. Candles with appropriate drip trays can be considered as part of a Plaza Event Permit application.
- d. Fireworks of any kind (including sparklers) are strictly prohibited anywhere on the premises.

- e. Visitors may not carry any firearm into the Plaza, except those persons duly authorized and licensed by the state to carry a concealed handgun in accordance with the provisions of the Texas Concealed Handgun Act.
- f. Pets must be kept on a leash no more than six feet in length at all times. This provision does not apply to service animals. Animal owners are required to clean up after their animals. All domestic animals in the park must comply with licensing and vaccination requirements of the City.
- g. Glass containers cannot be used to store, transport, serve or consume any beverage within the boundaries of the park unless part of an approved Plaza Event Permit. An additional damage/cleaning deposit of \$100 will be due if glass or ceramic containers are used.

FACILITY CAPACITY:

Rental events at Wayne Ferguson Plaza may not exceed the posted occupant capacity established by the Lewisville Building Official. If an event reaches or exceeds the posted capacity, the Fire Marshal's Office can close or limit access to the event. Maximum capacity for rental spaces in Wayne Ferguson can be obtained from MCL Grand staff.

HOURS OF OPERATION/AVAILABILITY:

Wayne Ferguson Plaza will be open from 6 a.m. to 11 p.m. Sunday through Thursday, and from 6 a.m. to 11:30 p.m. on Friday and Saturday. These hours must include set-up and clean-up time associated with rental activities. Hours may be adjusted for permitted events.

For more information call 972.219.8446 or visit our website at www.MCLGrand.com.