

### 11.5.3 GLBT CULTURAL CENTER FACILITY USE AGREEMENT

MCC requires that all room requests for Friday evening, Saturday and Sunday be in writing to our office by noon on Thursday. All requests for Monday – Thursday require a minimum of 72 hours notice in order to ensure that security, elevator access, air conditioning and lighting are scheduled.

Room use is reserved for non-profit purposes. Please describe that purpose below.

Room Requested: \_\_\_\_\_ Expected Cost: \$ \_\_\_\_\_

(If you do not have a preference, you will be assigned a room based on your meeting's capacity and type.)

Organization Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Alternate Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Alternate Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Event/Meeting Information: (If no additional set-up time is required, please leave the space blank)

Dates	Set-Up Starts	Event Starts	Clean-Up Ends
____/____/____	____ ( <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 )

Number of attendees expected: \_\_\_\_\_ Is this a recurring meeting?  Yes  No

If yes, how often? \_\_\_\_\_

Furniture needs: \_\_\_\_\_ # of tables; \_\_\_\_\_ # of chairs. (The group will be responsible for set up.)

Will you be using the parking lot for anything other than parking?  Yes  No

If yes, for what? \_\_\_\_\_

Is this a fund raising event?  Yes  No If yes, please describe the concept of the event, the beneficiary(ies) and the gross amount of money expected to be raised: \$\_\_\_\_ If no, is there an admission/ticket price?  Yes  No

What is the purpose of the meeting/event? \_\_\_\_\_

Will alcohol be served?  Yes  No Will food be served?  Yes  No

The above identified individual/group/organization requests to use space at 401 Branard. As a representative of above group, I have reviewed the Terms of Room Use below dated 8/09 and agree that our organization will abide by them. \_\_\_\_\_ (initials)

Please sign and fax this form, as well as the Reservation and Credit Card form to 713.526.4367. No phone calls please. You may also email the completed form to [mcc@montrosecounselingcenter.org](mailto:mcc@montrosecounselingcenter.org). You will receive email confirmation of your reservation.

\_\_\_\_\_  
Organization Representative's Signature

\_\_\_\_\_  
Date

-----  
Payment recd: \$ \_\_\_\_\_ Payment Type: \_\_\_ cash \_\_\_ CC \_\_\_ check Date \_\_\_\_/\_\_\_\_/\_\_\_\_

### **Terms of Room Use:**

- **Accessible Accommodations** – The community rooms, restrooms and drinking fountains are accessible for people with physical challenges. To ensure that room setups and other logistical arrangements will accommodate attendees, when scheduling a reservation, groups should advise MCC if any of their attendees have special needs.
- **General Access** – MCC agrees to provide the specified space shown on page one and use of restrooms and kitchen.
- **Affiliation** – 12-step groups must be recognized by and registered with a national 12-step program and registered with the local “Intergroup” or recognized service center. Any modifications of the 12-step program must be approved in writing by AA World Services. The group shall provide a copy of that authorization to MCC with this room use agreement.
- **Animal/Pets** – Animals are not allowed on-site, with the exception of trained animals assisting individuals with physical or emotional challenges.
- **Availability:** Space is made available only when MCC does not require the use of the space and the group abides by the conditions of agreement. For recurring meetings, MCC agrees to give notice should the space no longer or temporarily be available on the specified day and time.
- **Beverages** – Groups are responsible for providing their own beverages. Alcohol may be served on the 1<sup>st</sup> floor only as long as the following rules are observed: Beer and/or white wine only; no one under age 21 may be served; glasses must stay in the room or suite in which it is served and not extend into the hallway; the group may not advertise that alcohol will be served at the gathering; and it may not sell alcohol by the glass, bottle or cans unless a caterer is used that holds their own liquor license. No red-colored beverages (including wine) or dark-colored punch may be served. Stains caused by these beverages are nearly impossible to remove. We recommend colas, clear carbonated beverages, teas, lemonades or light-colored punches.
- **Cancellations** – If an event is cancelled, groups must notify MCC a minimum of three (3) business days before the date of the event. Groups canceling less than three (3) business days before the scheduled event will be charged a \$25.00 cancellation fee. Groups canceling rooms 106/107 less than thirty calendar days before the event will be charged a \$100 cancellation fee. (See No Show policy.)
- **Caterers** – Groups 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 made available prior to the date of the meeting. This information may be faxed to 713.526.4367.
- **Cell Phones** – In order to respect the other attendees, cell phones should be used outside the meeting room. Hands-free accessories and wireless network devices such as Bluetooth® may not be used in the building. The use of these devices has given rise to concerns about confidentiality since other discussions may be picked up and transmitted to the party on the other end of the phone. While this may seem overly cautious, MCC adheres to very stringent guidelines in order to protect the privacy of all of our guests.
- **Charges for Event Space** – Organizations that want to hold an event on the first floor (theater, wedding/union ceremony, dance, fundraiser, conference, party, etc.) may schedule rooms 106, 107 or 112/113. Use fees for events are double those posted for meetings below. Organizers of events that require security (see Security) are responsible for the cost.
- **Charges for Meeting Space, Fees, Payments** – Organizations are charged for room use which is payable in advance to “MCC”. Tenants may pay for meeting space monthly with their rent. The meeting host will be invoiced for any damages. A valid MasterCard or VISA number is needed to secure the room. Community

organizations that name MCC, HATCH, SPRY or the Gay & Lesbian Switchboard Houston as a beneficiary of their fund raising events and donate at least \$5,000 may have 12 months use of a meeting room for free. The fee for use of space for meetings is outlined in the chart below. The group is responsible for the fee for the entire time period even if the entire period is not used. For 12-step programs, MCC will accept amounts less than the posted fee for rooms 110 and 111 provided that the group is making a concerted effort to be self-supporting through its own contributions.

Room	Dimensions	Capacity		7 am – noon	Noon – 5 pm	5 pm – 10 pm
106	45.67 x 37	112	268	\$50	\$50	\$50
107	45.67 x 51	155		\$75	\$75	\$75
110	23.67 x 23	36		\$25	\$25	\$25
111	23.67 x 23	36		\$25	\$25	\$25
112	23.67 x 23	36	72	\$25	\$25	\$25
113	23.67 x 23	36		\$25	\$25	\$25
114	23.67 x 23	36		\$25	\$25	\$25
326	19.29 x 25.33	32		\$35	\$35	\$35
327	18.69 x 25.33	31		\$35	\$35	\$35
328	19.29 x 25.33	32		\$35	\$35	\$35

- **Check-In/Out Procedures** – Groups need not check in with MCC. The elevators will be set to open ½ hour before the first meeting listed on the calendar located on the MCC website <http://www.montrosecounselingcenter.org> or <http://www.glbtcntr.org> and will be locked at the last meeting’s end time. The meeting room door will be unlocked. MCC reception on the 2<sup>nd</sup> floor is available Monday – Friday 8:00 am – 5:00 pm. The organization’s host may ask for an orientation to the logistics (kitchen area, restrooms, etc.) during reception hours. 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 or event leaving it ready for the next group. An MCC staff member 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.
- **Communicating Rules to Members/Attendees:** The organization using the space shall inform current and new members of the terms of this agreement and agrees to abide by the terms of this agreement. The meeting host must agree to properly supervise all activities on the premises and inform participants of all rules.
- **Contact Person(s):** The names, addresses, and phone numbers of two contact persons/meeting hosts must be on file with MCC. If the contact person for the group changes, the group must inform MCC of the new contact person within one week of that change. If MCC staff cannot reach the contact person after trying for two weeks, the space use privileges may be revoked.
- **Decorations** – All decorations must be approved prior to a meeting or event. Table top and free standing decorations are permitted. Push pins, tacks, glitter, confetti and tape are not permitted due to the damages it may cause to walls and vacuums. Candles are not permitted in building due to the fire hazard. Any damage to walls or carpet will result in additional fees.
- **Deliveries** – Organizations arranging for third party deliveries for their event are responsible for having someone present during such deliveries and pick up. They are further 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 or VISA) deposit is required for all meetings and events. At the end of the meeting, the card will be charged (or a check may be provided) for the room fee and any cleaning

or damage fees. Organizations that meet regularly may keep a credit card number on file and renew it annually.

- **Emergency Contact** – In the case that the organization representative needs to reach an MCC Representative on an emergency basis, s/he may do so by calling 713.529.0037 and asking the answering service to reach the Supervisor on call.
- **Events** – Events, as different from meetings, may require a cleaning charge of no less than \$50.00 if the space is not restored properly to its pre-event state or if stains are left on the carpet that need spot treatment. Depending upon the type of event, security, at the cost of the group, may be required. (See Security and Deliveries) Organizations holding events on the first floor may obtain a temporary security card for access to the first floor for large deliveries. The card may be obtained by providing a valid credit card to the front desk. The credit card will be charged \$25.00 and reversed when the security card is returned. No temporary security cards will be issued for the weekend. A representative of the organization must be present for acceptance and pick-up of third party materials for their event. Organizations holding events are not permitted to prop open any doors to the stairwells leading to the outside of 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 it was found without prior approval of MCC.
- **Ice** – There is an ice machine in the kitchen for free use by groups renting the space.
- **Indemnification** – MCC agrees to hold harmless and to indemnify the organization 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 organization and individuals named on page one agrees 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 community rooms. 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 a per event rate. Rate estimates are available on <http://www.eqgroup.com/entertainment.htm>
- **Kitchen** – While there are basic kitchen facilities, there is no equipment to heat or reheat items and limited refrigerator capacity. A caterer will have some work space and an ice machine. Groups are expected to respect other groups using the space and any items they bring in. There may be more than one group using the kitchen facilities 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** – All items (cell phones, umbrellas, glasses, coats, etc.) left in meeting rooms that are turned in will be kept at the MCC reception desk for two weeks. If the item is not claimed within the two weeks, it will be disposed of.
- **MCC's Name** – The group understands that Montrose Counseling Center and its programs' name(s), logo(s) and abbreviation(s) are not to be used in any meeting notices, as a sponsor of the meeting or event or in any other way without prior written consent. MCC's address may only be used for identifying the location of the meeting. The group must not claim to be affiliated with MCC.

- **Media Coverage/Press Conferences** – Groups must request prior written approval to allow media coverage or press conferences on MCC property. Requests for media/press coverage must be made a minimum of three (3) business days prior to the date of the meeting through MCC’s Marketing Staff (713.529.0037 x324). MCC reserves the right to review meeting details and content when a group requests permission to allow media coverage. We also reserve the right to approve or decline media access to meeting facilities based on the topic’s compatibility with MCCs mission or a risk to MCCs property or other guests.
- **Meeting Purposes:** All activities conducted in the Community Rooms must be non-profit 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. No activities may be held at MCC that involve the use of drugs, sexual activity, exchange of body fluids, nudity, sex play or demonstrations. Activities shall not include any political activities including political campaign fund raisers or public campaign speeches. No political campaign materials may be displayed in the building or the parking area other than bumper stickers on personal vehicles.
- **Meeting Scheduling** –Active 12-step groups may meet perpetually. Reservations require a minimum of 72 hour notice, Thursday noon for weekend meetings, and may be booked up to one year out.
- **No Show** – Once a meeting is confirmed with a signed agreement, it is the responsibility of the meeting’s host to let MCC know if they need to cancel. If no request to cancel is received and no one arrives on the day of the meeting, MCC will consider this a no show or failure to cancel and cancellation fees will be in effect (See Cancellations). The room fee will be forfeited, and if no credit card is yet on file, the group will not be allowed to schedule or have future meetings until the no show fee is paid.
- **Occupancy Limit** – Occupancy limits for meeting rooms will be strictly enforced. Emergency exits should remain clear at all times. Groups are expected to cooperate with MCC staff efforts to maintain security of the building and grounds and to provide for the safety of all people visiting the community rooms.
- **Parking** – 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 just under the building. Groups/events will not be permitted to reserve spaces for parking for their event.
- **Parking Lot** – 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. Vigils co-sponsored by MCC will not incur a fee.
- **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. Activities shall not include any political activities including political campaign fund raisers or public campaign speeches. No political campaign 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 or event is cancelled with at least three (3) business days notice delivered to MCC in the manner set forth in this Agreement 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 group must readily convey to the public what kind of group it is and the national organization with which it is affiliated.

- **Reservation Confirmation** – Once the meeting room has been approved by MCC, the meeting host will receive an email confirmation.
- **Respect & Noise** – The group agrees to leave the facilities in no worse than the condition they found them in, including the return of chairs, tables, and other furniture to the proper location and disposing of all containers, handouts, etc. into waste cans. The building must be treated respectfully – no cigarettes put out on the building, no feet marks on the building, etc. Group members must not put shoe/foot marks on the walls. Participants must be informed that there is a counseling center on the 2<sup>nd</sup> floor and encouraged to respect the rights of MCC's clients. During MCC operating hours (Monday through Friday; 8:00 am – 9:00 pm) every effort must be made to maintain a reasonable noise level so as not to disturb the work activities here at MCC. Youth services are provided on the 1<sup>st</sup> floor. No alcohol may be brought into the hallways.
- **Restricted Access** – The 3<sup>rd</sup> floor of the building is restricted to MCC employees only unless special arrangements are made. Any visitors to MCC will need to check in at the reception area on the 2<sup>nd</sup> floor.
- **Security** – No external doors to the building may be propped open. Electronic locks and the elevator will be programmed to be unlocked for the duration of scheduled meetings. If the alarm is set off, the meeting/event host should call the MCC Supervisor on-call by dialing 713.529.0037. The meeting/event host agrees to ensure the security of the building during the use of the facility and to be responsible for properly securing the building at the end of each meeting 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 organization representative needs to reach an MCC Representative on an emergency basis, s/he may do so by calling 713.529.0037 and asking the answering service to reach the Supervisor on call.
- **Set-up** – MCC will provide the chairs and tables for the meeting/event but the meeting hosts are responsible for setting the room up for their particular needs.
- **Signage** – Signs advertising a meeting or event may be displayed on the 1<sup>st</sup> floor with prior written approval from MCC. All approved signs may be displayed in the designated area only. A meeting schedule will be posted by MCC.
- **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/butt can. Candles are not permitted in the building.
- **Sponsorship** – MCC will only allow fee use of space in exchange for co-sponsorship of the event if MCC is the only service provider listed as a co-sponsor.
- **Union/Wedding Ceremonies** – (see Events and Decorations)
- **Weapons** – MCC prohibits entry on/in its property/building of any person who is carrying a firearm or other weapon, including a licensed concealed weapon, except authorized security personnel and law enforcement officials.

### RESERVATION AND CREDIT CARD FORM

Name as it appears on the credit card: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Address of person whose name is on the credit card: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Event/Meeting Information:** (If no additional set-up time is required, please leave the space blank)

Dates	Set-Up Starts	Event Starts	Clean-Up Ends
____/____/____	____ ( <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 )

One time only  Weekly  Monthly  Other, please explain in Notes section below

Please clarify (ex: every 2<sup>nd</sup> Tuesday) \_\_\_\_\_

Room(s) requested: \_\_\_\_\_

Authorization Limit per meeting: \$ \_\_\_\_\_

MasterCard  VISA

Card Number: \_\_\_\_\_ CVV2 code: \_\_\_\_\_ (last 3 digits on back of card)

Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Notes: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Credit card deposits must be renewed annually.