The Montrose Center - Terms of Facility Use

Following are the terms for use of the facility owned and operated by the Montrose 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.

LGBTQ Community Group Rental Rates

Meeting Rooms	111, 112, 113, 114
Rate:	\$15 per hour
Size:	24' x 23'
Capacity:	35

Reception Suite 112+113

 Rate:
 \$30 per hour

 Size:
 48' x 23'

 Capacity:
 70

Event Room 106

Weekday Rate:\$40 per hourWeekend Rate:\$60 per hour*Size:46' x 37'Capacity:112

Event Room 107

Weekday Rate:\$50 per hourWeekend Rate:\$70 per hour*Size:46' x 51'Capacity:155

Event Hall 106+107

Weekday Rate:\$90 per hourWeekend Rate:\$130 per hour*Full day (8 hours:\$800 totalSize:46' x 88'Capacity:268

Marion E. Coleman Executive Room

327 Rate: \$20 per hour Size: 19' x 26' Capacity: 32

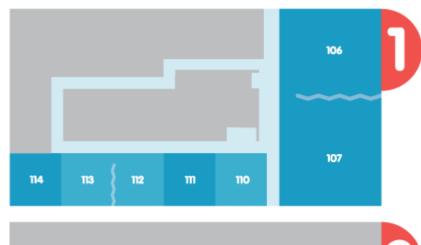
Dr. Ralph J. Herring Education Room

328	
Rate:	\$20 per hour
Size:	19' x 26'
Capacity:	32

Robert L. Falletti Board Room 326

Rate:	\$20 per hour
Size:	19' x 26'
Capacity:	32

Floor Plans





Groups will need to provide proof that they are an LGBTQ organization by sharing mission statement, website, etc.

Weekday Conference Center Rate

- Accommodates up to 112 attendees
- Includes 1 event hall (Room 106 or 107 depending on availability) & 3 break out rooms (111, 114, 327 or 328 depending on availability)
- For up to 8 hours
- Value = \$1,000; Price = \$800

*Weekend rates are effective from 5pm on Friday and end Sunday at midnight, and on holidays.

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Size: 24' x 23' Capacity: 35

Reception Suite 112+113

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 Size:
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 Size:
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 Capacity:
 32

Event Halls (106, 107 & 106/107) -

- must be reserved at least 1 week in advance
- Deposit must be paid within 3 days of reservation date
- Deposit of \$150 is required for any single 106 or 107 rental
- Deposit of \$300 required for both rooms (106/107)

Weekday Conference Center Rate

- Accommodates up to 112 attendees
- Includes 1 event hall (Room 106 or 107 depending on availability) & 3 break out rooms (111, 114, 327 or 328 depending on availability)
- For up to 8 hours
- Value = \$1,360; Price = \$1,200

Deposit will be refunded within 3 business days after event, assuming that no damages were caused and that all clean-up policies were abided. The deposit will cover any damage caused, however, any additional expenses that go over the deposit amount will be charged to the credit card on file, as authorized on the reservation request form.

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 the Center of all special needs.

Access, General - Upon receipt of payment, the Center 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 the Center with room 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 the Center does not require the use of the space and the User abides by the conditions of the agreement. the Center 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. Please use red-colored beverages (including wine) or dark-colored punch very carefully, as stains will result in additional clean-up fees of no less than \$50. (See Events policy.)

Café: The café area is not included in the rental fee of any room. The café must remain open for Center visitors to enjoy and may not be used by caterers or renters as a staging area for their meeting. (See Cooking)

Calendar of Events – The Center publishes all scheduled Center events at <u>http://www.montrosecenter.org/hub/calendar-of-events/</u> 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. Generally, the calendar is an accurate reflection of room availability. However, there are exceptions for some events, for confidentiality or security reasons, will remain unpublished to the calendar.

Cancellations – Users canceling Room(s) 106 and/or 107 less than one week before the scheduled event, and users canceling all other rooms less than 48 hours before the scheduled event, will be charged for the reservation and are not entitled to a refund/credit. (See No Show policy.) In case of severe weather, Users must notify Center of cancellation at least one hour before the meeting in order to avoid paying for the reservation.

Caterers - Users may use professional caterers to provide food and beverages for their events.

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, the Center 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 "the Center" 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 the Center, 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 once monthly meetings for free. For 12-step meetings in Room 110, the Center 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. Any other rooms required by 12-step groups will be charged the regular room rate.

Check-In/Out Procedures – Users need not check in with the Center. The elevators will be set to open at least a 15 minutes before the meeting and will lock shortly after the meeting's end time. The room door will be unlocked. The Center 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 <u>reserve@montrosecenter.org or by replying to the confirmation email</u>. 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. If the waste containers are full, the meeting host is responsible for resetting that they are emptied in the dumpster and returned to the room. There are guides for resetting the room back to the required configuration are posted in each room. The Center staff may check the room between uses.

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

Cooking – There is no commercial kitchen on the property. Users may not attempt to prepare meals in the kitchenette or café or grill on the property. Any Users that are discovered to have cooked or grilled on the property may be banned from further use of the Center's space.

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

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, local fire codes and damage to the furniture and carpet. If the Center discovers that a User has used candles, the group or User may be banned from further use of the Center's space.

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

Deposit/Credit Card Authorization – A valid credit card (MasterCard/VISA only) number is required to be shared with the Center and kept on file for all meetings and events via the online reservation request form. 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 and/or upon the card's expiration. A deposit is required for all non-LGBTQ (external) group rentals of our large event halls (rooms 106, 107 or both). The deposit must be paid within 3 days of the reservation date. A deposit of

\$150 is required for any single 106 or 107 rental; a deposit of \$300 is required for the rental of both 106 & 107. All deposits must be paid online via the PayPal link included in the User's confirmation email. A PayPal account is not required in order to use the link. This deposit will be refunded within 3 business days after the event, assuming that no damages were caused and that all clean-up policies were abided. The deposit will be applied to any damage caused, however, any additional expenses that go over the deposit amount will be charged to the credit card on file, as authorized on the reservation request form. The Center reserves the right to require a deposit for LGBTQ organizations with a history of breaking facility use rules. The deposit may be required for all events in rooms 106/107 for a period 6 months after the Center invokes the deposit rule.

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.

Doors – No external or stairwell doors may be propped open. If the Center discovers that a User has propped open these doors, the group or User may be banned from further use of the Center's space.

Emergency Contact – Users may visit the reception desk during business hours: Monday - Friday, 8am - 7pm for assistance. To reach a Center Representative on an emergency basis during non-business hours, the User should call 713.529.0037 and ask for the Supervisor on call. Be prepared with the name of the group/meeting, date/time meeting is scheduled, room scheduled and description of the problem. Emergencies include: security issue, room temperature, power or other utility outage, elevator outage or unable to access room scheduled. If the group is unable to access the room scheduled, please contact the Center within 15 minutes of the start time of the meeting so the group may enjoy the full benefit of the space.

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. Users are not permitted to prop open external doors to the building. (See Doors)

Fundraising – All fundraising events on the Center 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 the Center. Any cleaning equipment, waste containers or carts must be returned to their original location upon completion of the meeting.

Ice – Users may utilize the ice machine in the kitchenette for meetings and events held at the Center.

Indemnification – The Center 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 the Center resulting from complaints, grievances, claims, actions, or suits which arise from performance under this agreement of the Center and its employees, officers, board member or agents. The User and individuals named on page one agree to hold harmless and to indemnify the Center and individual employees, officers, or board member or agents. The User and individuals named on page one agree to hold harmless and to indemnify the Center 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 some events in the Center. The Center representative will communicate when this is required/recommended. 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 the Center's insurance agent at 713.461.7700, for event rates. Estimates are available on http://www.eggroup.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. (See Cooking)

Lost and Found – Please turn in all items (cell phones, umbrellas, glasses, coats, etc.) left in meeting rooms at the Center 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. Do not call the emergency contact for lost items unless they are car keys.

Media Coverage/Press Conferences – The Center has a right to manage media on its property. Cameras will capture the building and signage and associate anything said with the Center whether it is the Center's event or not. Print stories will reference the location of the event and may even assume the Center is the host because it is at the Center. The Center is a private entity with private property and not a governmental entity and therefore is not required to provide free speech space. Users must request prior written approval to allow media coverage on the Center property. Requests for media/press coverage should be made at least three (3) business days prior to the meeting, if the event is scheduled in advance, through the Center's Marketing Staff (713.529.0037 x324). The Center reserves the right to approve or decline media access to meeting facilities based on the topic's compatibility with the Center's mission or a risk to the Center's property or other guests. The Center further reserves the right to manage or co-manage the media on Center property at the Center's discretion.

Meeting Purposes – All activities conducted in the Center must be non-profit and non-partisan in purpose and no admission fees may be collected. (See Fundraising) Only 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 the Center or one of its programs. There is reduced pricing for organizations that show proof that the primary purpose of the organization is to serve the LGBTQ community.

Meeting Scheduling – Reservations for event halls require one week notice. All other rooms 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 the Montrose Center and its programs are not to be used in meeting notices without prior written consent. The Center's address may be used for identifying the location of the meeting. The User must not claim to be affiliated with the Center. Organizations and individuals who use space at the Center must respect the Center's brand by not promoting any cause or issue that is not congruent with the Center mission – to empower our community, primarily lesbian, gay, bisexual and transgender individuals and their families, to enjoy healthier and more fulfilling lives.

No-Show – Once a meeting is confirmed, it is the responsibility of the meeting's host to let the Center 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 fees are 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. Parts of the parking area may be set aside for Pride Houston® the week of the Pride Parade as a staging area.

The Center may use or authorize the use of the building and/or parking area of the property when there is a high profile death in the community; a local, state, national or international incident that touches the LGBTQ community or one of the Center's partners; or legislation that the LGBTQ community should celebrate or condemn.

The Executive Director shall be the final word on the use of the parking area for this purpose. The information needed to make a decision include: type of activity; date and time; other activities scheduled at the Center at the same time needing parking; convening group for the proposed activity; the Center's expected role in the activity – host, social media, graphic design, security, speakers, funding, water, signage, podium, sound system or inside space; cost to the Center; issue background; media expected; and security needs/scheduled.

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.montrosecenter.org/hub/rentals.

Peer Support Groups - A group of community individuals organized around a particular identity or behavioral health related issue may hold a peer support group at the Montrose Center free of charge provided they abide by the following guidelines:

- The group has two designated leaders at all times. The leaders do not both have to attend all meetings but they must agree to be facilitators and register their contact information with the Center. Changes in leadership shall be communicated to the Center contact in writing within 7 days. New group leaders shall to complete Volunteer Peer Facilitator Application & Agreement form prior to leading first group.
- The Montrose Center is not responsible for the content of the peer support group or the conduct of those attending the peer group in or outside the group meeting.
- The group leaders and the group members themselves are to undertake the responsibility of setting effective group rules and expectations. Group leaders and group members are also expected to adhere to those rules and deal with all intra-group conflicts and other problems that arise within the group meeting or outside the group in any activities or social media related to the group or that are brought into the group. The group leaders may consult with the Montrose Center peer group liaison at their quarterly meeting for coaching on how best to handle such problems and maintain group integrity and effectiveness. However since the group is not an official service of the Montrose Center facilitated directly by Montrose Center staff, disputes will not be mediated or resolved by Center staff. The group members may not draw the Montrose Center into any public debate of issues arising from the group.
- The Center will offer a quarterly meeting, facilitated by the Montrose Center peer group liaison, for all peer group facilitators to attend to receive coaching on group dynamics and facilitation. An email check-in will occur monthly. The peer group liaison is to serve as a guide and resource for facility issues, general group processes and working with peer group volunteers to set up new peer support groups including initial facilitator training.
- Peer support groups will meet at the Montrose Center but may not use the Montrose Center logo or portray themselves as an official group of the Montrose Center in anyway.
- The group shall have a peer support structure and purpose and should not be conducted or presented as a therapy group.
- While 12-step groups are peer support, they will not be included in the facilitator support group as they have support and guidance from their 12 steps and 12 traditions and their central office.

Political Activity & Speech – The Center is a 501(c)(3) tax-exempt organization. Organizations and individuals who use space at the Center must respect that status by not endorsing or speaking against a candidate for office or a political party. No candidate or political party materials may be displayed or distributed on the property – yard signs, stickers, buttons, leaflets, etc. Organizations and individuals using the parking lot as a backdrop for any events are asked to follow the Center's non-discrimination policy to not disparage any particular person or group of persons because of age, sex, race, national origin, disability, religious preference, marital status, parental status, pregnancy, political affiliation or belief, sexual orientation or gender identity – criticize the issue not the person.

Prohibitions – Firearms, weapons, illegal drugs, illegal activities and/or violence of any kind is prohibited on the premises. No activities may be held at the Center 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. (See Political Activity & Speech)

Refunds – Users canceling Room(s) 106 and/or 107 less than one week before the scheduled event, and users canceling all other rooms less than 48 hours before the scheduled event, will be charged for the reservation and are not entitled to a refund/credit. (See No Show policy.) In case of severe weather, Users must notify Center of cancellation at least two hours before the meeting so the Center can secure the property in order to avoid paying for the reservation. The Center 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 any 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 or kitchenette 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 the Center 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 the Center work activities.

Groups requesting use of Center space shall agree to adhere to the following guidelines:

- respect the Center's tax exempt status by not endorsing or speaking against a candidate for office or a political party;
- respect the Center's brand by not promoting any cause or issue that is not congruent with the Center mission to empower our community, primarily lesbian, gay, bisexual and transgender individuals and their families, to enjoy healthier and more fulfilling lives;
- respect the Center's non-discrimination policy of person or group of persons because of age, sex, race, national origin, disability, religious preference, marital status, parental status, pregnancy, political affiliation or belief, sexual orientation or gender identity

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

Room Changes – Although we will avoid doing so as often as possible, the Montrose Center reserves the right to change the room number for any event as deemed necessary due to calendar conflicts that may arise, maintenance needs, security concerns, or any other issue that may require that the room not be used or that it be instead used by another group or for a different event. The Montrose Center will, of course, make sure that any room changes will not cause the renting group any conflict with accommodating the estimated number of guests indicated on the reservation request form. The Montrose Center will communicate these changes to the primary & secondary contacts listed and changes will be reflected on the display monitors on the 1st and 2nd floors. We encourage all of our renters to ALWAYS fully read the confirmation email sent to you as well as to check the display monitors before attempting to access your rental space on the day of your event, to double check that your rental remains in the same room number that was originally confirmed to you.

Security – No external doors to the building may be propped open. (See Doors) 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. The Center recommends off-duty constables who may be engaged through Precinct One Constable's Office for an hourly rate with a four-hour minimum. In the case that the User needs to reach a Center representative on an emergency basis, they may do so by calling 713.529.0037 and asking for the Supervisor on-call.

Set-up – The Center 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. Guides are posted in each room and more details are provided in the confirmation email.

Signage & Promotions – Directional signs advertising meetings may be displayed on the 1st and/or ground floors the day of the meeting with prior written approval from the Center. No signs may be posted to painted walls.

Smoking - The entire property is smoke-free. There is no designated smoking area. Anyone who is compelled to smoke must do so outside the fence.

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

Wedding/Union Ceremonies - (see Events)

Weapons – The Center 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.