

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.

Maximum Event Duration

Hourly rental rates are for booking requests not exceeding six hours. Individuals with booking requests exceeding six hours must contact LGBTQcenter@montrosecenter.org to discuss the needs of your event. Special rates apply.

Maximum Event Capacity

Hourly rental rates are for bookings not exceeding 100 guests. Individuals with booking requests exceeding 100 guests must contact LGBTQcenter@montrosecenter.org for event booking and approval. Special rates apply.

After-Hours Rates

Hourly rates are for bookings between 7 a.m. and 10 p.m. Any booking request with an end time later than 10 p.m. will be charged the hourly after-hours rate.

Weekend Rates

Hourly rates are for bookings occurring Monday through Friday, 7 a.m. to 5 p.m. Bookings occurring from Friday, 5 p.m. to Sunday 11:59 p.m. are assessed the hourly weekend rate.

LGBTQ+ Community Hourly Rental Rates		Non-LGBTQ+/Ally Hourly Rates	
Space 111, Space 114 (Capacity: 35)			
Rate:	\$15	Rate:	\$20
After-hours:	\$25	After-hours:	\$30
Space 112/113 (Capacity: 70)			
Rate:	\$30	Rate:	\$40
After-hours:	\$40	After-hours:	\$50
Space 106 (Capacity 112)			
Weekday rate:	\$40	Weekday rate:	\$60
Weekday after-hours:	\$60	Weekday after-hours:	\$80
Weekend rate:	\$60	Weekend rate:	\$80
Weekend after-hours:	\$80	Weekend after-hours:	\$100
Space 107 (Capacity 155)			
Weekday rate:	\$50	Weekday rate:	\$70
Weekday after-hours:	\$70	Weekday after-hours:	\$90
Weekend rate:	\$70	Weekend rate:	\$90
Weekend after-hours:	\$90	Weekend after-hours:	\$110
Space 106/107 (Capacity 268)			
Weekday rate:	\$90	Weekday rate:	\$130
Weekday after-hours:	\$110	Weekday after-hours:	\$150
Weekend rate:	\$130	Weekend rate:	\$170
Weekend after-hours:	\$150	Weekend after-hours:	\$190

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

We provide an LGBTQ discount for groups that meet the following criteria:

- a mission statement that is clearly and specifically directed to the LGBTQ community
- for organizations, agency-wide services that are primarily & specifically designed to meet the unique needs of the LGBTQ community
- for community/social groups, a member base which is comprised mostly of LGBTQ community members

Please note: We do not provide the LGBTQ discount for private/personal events or to individuals who happen to be LGBTQ. The event must directly serve the LGBTQ+ community to qualify.

Not sure if you're eligible? Fill out your [online reservation request](#) as accurately as possible and we'll assess your eligibility based on your form or follow-up for more information.

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

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

Accounts for Renters: Upon submitting an initial booking request through the online Space Rental Request form, Renters are provided with a username and temporary password. It is the responsibility of the Renter to retain this confidential information. Account credentials are required

After-Hours – Booking requests with an end time later than 10:00 p.m. Sunday-Saturday will be charged at the hourly after-hour rate. Hourly rates apply to any event break-down time required to properly return the space to its original state.

Alcohol: Alcohol may be served in the Center per the following regulations:

- No one under age 21 may be served.
- Alcoholic beverages must stay within the booked space and may not extend into the hallway and common areas.
- The Renter may not advertise that alcohol will be served at the gathering.
- The Renter may not sell alcohol by the glass, bottle, or can.
- The Renter may not sell tickets that can be exchanged for alcoholic beverages unless a caterer with a liquor license is used.
- The Renter acknowledges that any stains resulting from dark colored beverages (wine, punch, or other) will result in additional incidental fees.

Animal/Pets – Only trained animals assisting with physical or emotional challenges are allowed in the Center.

Assistance, Requests for: In booking space at the Center, Renters understand the Center is a self-serve facility with limited availability from staff to provide immediate assistance for operational or other concerns. For assistance during regular business hours (Monday – Thursday, 8:00 a.m. – 6:15 pm and Friday, 8:00 a.m. – 5:00 p.m.), Renters may visit the reception desk located on the second floor. For assistance during non-business hours, the Renter should call 713.529.0037 and ask for the Supervisor on call. The Renter must be prepared to supply the details of the booking: full name and name of the organization, date and time of booking, room number, description of the problem, and an accurate contact phone number. Emergencies include: security issues, power or other utility outage, elevator outage, or inability to access the booked room. Renter is aware that while the Center may be notified of operational concerns, the concern may not be addressed and resolved within the duration of the Renter's booking.

Availability: Space is made available only when the Center does not require the use of the space and the Renter abides by the conditions of the agreement. The Center agrees to give notice should space become unavailable for recurring meetings.

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 <https://montrosecenter.org/events/> and on digital signs on the first and second floor. (See Digital Signs). Event title and

time will appear as entered by the Renter within the room reservation form. Renters may opt for their booking to remain confidential. In these cases, the booking will be listed on the calendar as "Private Booking" with the first initial and last name of the Renter. The calendar is an accurate reflection of room availability.

Cancellations and No Shows: Booking cancellations 48 hours or less are not entitled to a refund or credit. Renters that do not show for their event or meeting are not entitled to a refund or credit.

Caterers: Renters 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.

Check-In/Out Procedures – Users need not check in with the Center. The elevators will be set to open at least 30 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 – Thursday, 8:00 am – 6:15 pm and Friday, 8:00 am – 5:00 pm. The User may schedule an orientation of room logistics (kitchenette, restrooms, etc.) by contacting lgbtqcenter@montrosecenter.org. The meeting host is responsible for returning chairs and tables to the state in which they were found and ensuring all trash is disposed in the dumpster. 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: Youth 16 years or younger must be accompanied by a responsible adult. All youth events with attendees 16 years or younger require adequate adult supervision.

Communication: The Renter will receive electronic communication from the Center through the booking and confirmation process. When the booking request is received, Renters receive an automated confirmation of this receipt. When a booking is confirmed, Renters receive an automated confirmation. When a booking fee is paid in full, Renters receive communication containing the access code required to access the booked space(s).

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.

Deadline for Booking Requests: To ensure adequate time for review and processing, all requests for space are due no less than 72 business hours prior to the meeting or event. Renters may appeal the deadline by calling 713-800-0875. Late booking requests will be charged a \$50 late booking fee.

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. The Center reserves the right to require a deposit for all renters with a history of breaking facility use rules.

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 Renters. Event titles and times are republished from the Community Calendar. Private bookings (those which the Renter has opted to remain unlisted on the Community Calendar) are not listed on digital monitors.

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

Food and Beverages: The Renter may bring food and beverages into the booked space. All food and beverage brought into the booked space must be taken with the Renter at the conclusion of the event. Renters must ensure that the booked space is free of all food scraps and litter at the end of the booking time.

Food Trucks: The Renter may request to have a food truck on the Montrose Center premises. This request must be received in writing. Approval will be considered on a case-by-case basis. Renters are required to supply the truck with a "Mobile Food Unit Proper Agreement Letter" and "Restroom Availability Letter" while on the Montrose Center premises.

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.

Incidentals: The Renter assumes all responsibility for any incidentals resulting from deliberate acts or negligence by the Renter and others in attendance of the scheduled event. The Montrose Center reserves the right to assess incidentals incurred by the Renter at the conclusion of the event and to charge additional fees when necessary. Incidentals include damages and violations of the Terms of Use policy. Damages include: damages to floors, walls, furniture, property of the facilities, and theft.

Violations include: propping exterior doors, using the facility outside of the booking agreement, failure to remove trash from booked spaces, and failure to return furniture to its original position. Incidentals attributed to a Renter may also result in exclusion from future Center use.

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 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 – Thursday, 8:00 am – 6:15 pm and Friday, 8:00 am – 5:00 pm. Failure to return key **within 2 business days after the renter's event** 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 – Thursday, 8:00 am – 6:15 pm and Friday, 8:00 am – 5:00 pm. 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 Communications and Marketing Manager (713.800.0840). 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. Failure to adhere to this policy and acquire

proper media approval may result in a temporary or permanent ban from use of Center facilities.

Meeting and Event 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.

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 incongruent with the Center mission – to empower our community—primarily lesbian, gay, bisexual, transgender, and queer (LGBTQ) individuals and their families—to live healthier, more fulfilling lives.

No-Trace Policy: The Community Center operates as a self-serve facility. Renters are responsible for setting up the space for their particular needs and returning all furniture to its original location at the conclusion of the event. Renters are required to leave the booked space(s) free from food waste and spills including on furniture surfaces and floors. All trash accumulated during the event must be removed from the booked space(s) at the conclusion of the event and deposited in the exterior dumpster.

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.

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.

Payment: Bookings must be paid in full 48 business hours prior to the booking date. Any bookings with outstanding balances less than 48 business hours prior to the booking date will be charged

a \$30 late payment fee. Bookings for special events are subject to different terms and fees as outlined within the Renter's event rental agreement contract. (See Special Events)

Participants/Guests: The Renter is responsible for properly supervising all activities on the premises and for informing guests of the Terms. The Renter must be present for the entire duration of the booking.

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)

Recovery-Oriented Mutual Self-Help Groups– Recovery-Oriented groups must be recognized by and registered with a national organization, local “Intergroup”, or recognized service center. The group shall provide a copy of authorization to the Center with room use agreement.

Refunds: Renters that cancel bookings within 48 hours before the scheduled event, will be charged for the reservation and are not entitled to a refund/credit. The Center is not responsible for any loss of revenue from the event.

Requests for Space: All booking requests must be submitted through the online Space Rental Request form.

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

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 – Thursday, 8:00 am – 6:15 pm and Friday, 8:00 am – 5:00 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 employees and Legacy Community Health employees and patients. Visitors to the Center must check in at the reception area on the 2nd floor.

Room Changes: The Montrose Center reserves the right to transfer a booking to an alternate space as deemed necessary due to calendar conflicts, maintenance needs, and security concerns. The Center will ensure that the alternate space will accommodate the estimated guest attendance as indicated within the Space Rental Request form. The Center will communicate these changes to the primary & secondary contacts provided.

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: Renters are prohibited from posting directional signs advertising meetings within the Center and/or ground floors. Renters that post signage are subject to incidental charges. Renters are encouraged to utilize the digital screens and communicate to their guests accordingly.

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.

Special Events: Events and meetings with a booking duration exceeding six hours and/or attendance exceeding 100 guests are considered special events. Special rates apply and hourly booking rates are not applicable.

Sponsorship – Reservations in the Community Center directly fund our services to Houston’s LGBTQ Community. However, we strive to keep our rental fees as low as possible so that the space is accessible to all. Some exceptions do exist:

- **Donors and sponsors who give at least \$5,000** in any given year are eligible to receive space at no cost for the 12 calendar months after the gift date. Total reservation value *cannot exceed \$5,000*. Occasionally, we may agree to provide a credit in exchange for services or in-kind gifts to the Montrose Center. If you receive credit in this manner, you must use these credits within 12 months after the exchange has occurred.
- **Non-profit organizations that serve under-served populations and diverse intersections within the LGBTQ community** are sometimes eligible for sponsorship. Usually, but not always, this sponsorship is reserved for groups who specifically serve transgender and/or LGBTQ+POC communities.
- In exchange for sponsorship, we ask that you list the Montrose Center as a sponsor and/or include our logo in any promotions, and if appropriate, allow us to attend your event and/or share the Montrose Center’s mission with your guests on the day of your event.

If you are interested in applying for this type of sponsorship, simply mention this in the event description field of your [online reservation request](#). We’ll follow up with you and assess your eligibility from there.

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.