



COLLEGE PARK CENTER

THE UNIVERSITY OF TEXAS AT ARLINGTON



Operational Guidelines

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COLLEGE PARK CENTER OPERATIONAL GUIDELINES

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Foreword

The Facility

The College Park Center is a multi-purpose sports and entertainment arena, perfect for sporting, concert and other large events. Located on the eastern edge of campus in the downtown district at the intersection of S. Center Street and Second Street, College Park Center gives the University of Texas at Arlington and the city of Arlington, Texas a signature facility for world-class regional and national sporting events and tournaments, concerts, conferences, and community events.

The College Park Center, boasting over 218,000 square feet of space, is a true home court for the University's basketball and volleyball teams and the WNBA Dallas Wings. The arena features a 2,900 square foot hospitality suite with private seating, a 12,000 square foot floor, state-of-the-art in-house broadcast and audio capabilities, and seating for up to 7,000 fans. Designed by HKS, Inc. (Dallas, Texas), College Park Center is LEED Gold certified, supporting the University's commitment to sustainability.

Our Mission

The College Park Center incorporates and enhances the overall Mission of the University of Texas at Arlington by being a world class entertainment venue for Arlington and the surrounding communities, expanding the opportunities for education, athletics, fine arts, and entertainment, while operating at all times in a professional manner offering the University and local communities the highest value of service possible.

Our Vision

To be the premier sports and entertainment destination in Dallas-Fort Worth by creating memories through world class entertainment, lectures and sporting events, one guest and user at a time.

Our Values

College Park Center's core values represent the principles and beliefs that guide our facility and employees each and every day:

- Teamwork – We promote a working environment with superior teamwork and the free exchange of ideas.
- Integrity – We hold ourselves to the highest ethical standards in everything we do.
- Guest Experience – We strive consistently to improve in order to deliver exceptional experiences that meet and exceed the highest expectations of our customers and guests.
- Safety – We share a professional commitment to protecting the safety and health of our employees, our clients and our guests attending events.
- Service – We deliver unparalleled service to our clients, tenants and guests.
- Innovation – We strive to be a leader in the industry by developing and implementing industry best practices.
- Sustainability – We have a commitment to operating the venue in the most sustainable manner, reducing our carbon footprint and improving the quality of life for our employees.

EVENT SERVICES HANDBOOK

Policies and Procedures

1. GENERAL POLICY

- 1.01 The University of Texas at Arlington (UTA), 701 South Nedderman Drive, Arlington, TX 76019, shall make the College Park Center available, on a non-discriminatory basis to UTA departments, to all groups of citizens, non-profit organizations, for-profit organizations, and visitors for the purposes and uses that are in keeping with the nature and stature of the facilities. The requirements contained herein are intended to implement such policy while providing necessary safeguards to protect the facility and its furnishings.
- 1.02 Use of space at the College Park Center shall be allowed after a customer has filed an application for the use intended and is approved by the Executive Director of Special Event Facilities and the Director of the College Park Center (hereinafter jointly referred to as the "Director"). Upon approval of the application, the Director will issue a Facility Use Agreement or a Memo of Understanding (intercampus).
- 1.03 The College Park Center will not, because of an applicant's race, religion, color, sex, or national origin, refuse an application or impose an unreasonable burden as outlined in the *State of Texas Civil Practices and Remedies Code*. However, the Director may impose additional conditions for use of the College Park Center as may be necessary to ensure compliance with the purposes of these policies, or preserve the property under the control of the Director for the uses to which the facility is intended and designed.
- 1.04 No space in the College Park Center shall be approved for use to any applicant that is not in compliance with the requirements of all applicable local, federal, or state statutes, rules, or regulations. Further, applicants must meet all requirements prohibiting discrimination on the basis of race, religion, color, sex, national origin, physical or mental disability, age, or other classification as applicable. Further, any User conducting an event open to the public, or for which there is an admission paid, shall not discriminate against any person, directly or indirectly display, circulate, or publicize or mail any advertisement, notice or communication which states or implies that any facility or service shall be refused or restricted because of race, sex, color, religion, ancestry, national origin, or physical challenge.
- 1.05 Presentations or productions that are, in the judgment of the Director, not in harmony with the goals and purposes of the center, cause damage or may potentially damage the property, fixtures, or equipment, or cause personal injury are prohibited. Applicants who have been found to have damaged other spaces shall be denied use.

1.06 The College Park Center shall practice the same *site-based management* principles as set forth in other facilities. The Director or his/her designee shall be in charge of the building at all times and be the authority in administering the *Policies and Procedures* outlined in this handbook. The Director or his/her designee shall assign an Event Manager to each event. The Event Manager shall be considered the "Manager on Duty" for any event and be the authority to all event staff (including box office, security, concessions, caterers, ticket takers, ticket sellers, ushers, will-call attendants, etc.) and will ensure that all approved provisions as per the Facility Use Agreement are completely fulfilled by both the College Park Center and the User, and administer these *Policies and Procedures* in the absence of the Director. The User or its agent(s), representatives, employees, staff, etc., as well as patrons attending an event, are expected to abide by any direction given by the Event Manager or other facility staff working under the Event Manager. The Event Manager shall have final authority and decisions to all safety and building code issues as well including capacities, evacuations, etc. No User or any UTA official OTHER THAN THE Vice President for Administration and Campus Operations, President or the Board of Regents, acting as a whole, may override or interfere with any action made by the Director, his/her designee or the Event Manager during an event in regards to (1) safety and building code issues including capacities, evacuations, etc.; (2) administering these *Policies and Procedures*; (3) authority to all event staff (including box office, event security, concessions, caterers, ticket takers, ticket sellers, ushers, will-call attendants, other event staff, etc.); (4) or ensure that all approved provisions as per the Facility Use Agreement are completely fulfilled by both the College Park Center and the User. Users, officials, etc., shall first check with either the Director or the Event Manager for all requests or if any action is needed at the College Park Center.

2. DEFINITIONS

2.01 The following are words, terms, and phrases when used in these Policies shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

- *Applicant* shall mean a person who applies for use and occupancy of any space(s) in the facility or on the grounds.
- *Approved Applicant* shall mean an applicant whose application for use of a space of the facility has been considered and approved by the Director or his/her designee, but who is not yet a User as herein defined.
- *Caterer* shall refer to Sorrells Enterprises (dba Ted E's Kitchen), the in-house caterer for the CPC. In the event Sorrells Enterprises is not selected to cater a User's event, it shall mean any person, firm, or organization, approved by the Director, who sells or serves or intends to sell or serve food and/or beverages at the College Park

Center. Such outside caterers must conform to specific insurance, license and permit requirements.

- *Concessionaire* shall refer to Sorrells Enterprises (dba Ted E's Kitchen), the exclusive in-house concessions provider for the CPC.
- *Director* shall mean the Director of College Park Center or Executive Director of Special Event Facilities.
- *Event* shall mean any type of function or activity for which a facility may be occupied.
- *Facility* or *Facilities* shall mean all spaces within the College Park Center or its parking facility, or open space on the grounds of the College Park Center, or any part or parts thereof.
- *Facility Use Agreement* (or *Memorandum of Understanding* for campus departments) shall mean the contractual document between a User and the University that outlines the use of, and scope of services being provided by, the College Park Center.
- *Fireworks/Pyrotechnics* shall mean any composition or device designed to produce a visible or audible effect by combustion, explosion, deflagration, or detonation, such as firecrackers, cannon crackers, skyrockets, torpedoes, Roman candles, sparklers, squibs, fire balloons, star shells, or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display, and such term shall include all articles of substances within the commonly accepted meaning of fireworks, whether specifically designated and defined herein or not.
- *Not-for-Profit User* shall mean a user or organization that holds a determination letter from the Internal Revenue Service that it is exempt from taxes under Section 501(a) of the Internal Revenue Code of 1986, as amended, by virtue of Section 501(c)(3); a church or a convention or association of churches within the meaning of Section 170(b)(1)(A)(ii) of the Internal Revenue Code of 1986, as amended; or an entity listed in Internal Revenue Service Publication No. 72, *Cumulative List of Organizations Described in Section 170 (c) of the Internal Revenue Code of 1986, as amended*. The term also includes the State of Texas and the United States of America and their agencies and political subdivisions. Current and legal documentation identifying the status of any such organization will be required. *Not-for-Profit Users* are exempt from paying any applicable state taxes.

- *Occupy* or *Occupancy* shall mean that the User, his/her agent, employee, contractor, subcontractor, or any patron of the User's event, is physically present within the facility.
- *Parking Facility* shall mean the associated UTA parking lots and parking garage(s).
- *Facility Use Fee* shall mean the total of all charges prescribed in this policy or the use or occupancy of a facility (facility may include parking structures/surfaces, CPC, or box office).
- *User* shall mean an approved *Applicant* who has entered into a *Facility Use Agreement* and has submitted any required deposit(s) or paid the rental fee; provided, however, the term shall not include any person whose Facility Use Agreement has been terminated or cancelled.

3. APPROVAL OF EVENT APPLICATION

- 3.01 No person, firm, or organization shall be considered for approval of any use or to occupy any portion of the facility prior to having completed an Event Application.
- 3.02 Applicants shall complete all relevant information on the *Event Application*. Applicants must guarantee that the activity is lawful, that behavior will be orderly, and that Applicant will pay for any damages including, but not limited to, bodily injury, property, and will be responsible for compliance with all applicable laws including, but not limited to, the Americans with Disabilities Act (ADA) or other local, state, and federal laws for which the User shall become liable due to their use of the premises. The applicant must reveal all information about the event to the Director. Failure to do so may cause an immediate cancellation of the Facility Use Agreement and/or the event.
- 3.03 Upon request, applicants shall submit all advertising of any kind including, but not limited to, newspapers, flyers, magazines, radio copy, television copy, handouts, etc., prior to their release for approval in writing by the Director. Any advertising copy not approved by the Director may cause cancellation of the Facility Use Agreement and/or the event.
- 3.04 Any misrepresentation by any User or its agent(s), employees, etc., representing the User; any violation of these *Policies and Procedures*; any violations or permitting violations of any local, state, or federal laws, fire or building codes; any abuse of the property; any untimely or overdue documentation as requested for the User to produce and/or execute by the Director; or any overdue or non-payment of fees may result in immediate termination of the Facility Use Agreement and the event, to include a requirement by the Director for the User, and its agent(s) to immediately vacate

the premises. Such action may result in the denial of future use requests of User, its agent(s), or other affiliations as appropriate.

4. SCHEDULING POLICY AND TERMINOLOGY DEFINITIONS

- 4.01 *Tentative Hold (First Option):* A temporary hold on a portion or the entire facility by a prospective user without a deposit. The College Park Center shall only hold a date with a *Tentative Hold* for ten (10) consecutive days. *First Option* refers to the original prospective user on an unexpired *Tentative Hold*.
- 4.02 *Second Option:* A tentative back-up reservation to an active *Tentative Hold* or the *First Option*. These reservation requests will be contingent upon release of the prior (*First Option*) reservation. *Second Option* refers to the second prospective user making a request without deposit on the same space(s) and date(s) of an unexpired *Tentative Hold*. Additional requests (i.e. more than two) may also be made from additional prospective users as well. These become third, fourth, fifth, etc., and are handled in the order received. A request for a *Second* or *Third Priority Booking* received outside of the scheduling window will be entered as a *Second Option*, and convert to a *First Option* (if available) when the requested date falls within the scheduling window. The Director retains the right to override the scheduling window.
- 4.03 *Release:* The relinquishing of a temporary hold either by the prospective client or by the College Park Center. The College Park Center will release any tentatively held date after ten (10) days after it is initially held or sooner through a "challenge" by another prospective user adhering to the *Challenge Policy*. The Director of the College Park Center retains the right to extend the hold period on a case-by-case basis.
- 4.04 *Challenge Policy:* Relates only to a *Tentative Hold* on any given space and date. In instances where a prospective user(s) is holding a space(s) and date with a *Tentative Hold (First Option)* and that space and date is also desired by another prospective user, that space(s) and date(s) may be "challenged" by the second request or "challenging party". The space(s) and date(s) become challenged if the "challenging party" places a refundable deposit in the amount of 50 percent (50%) of the base building use fee of the requested space and date. The original prospective user shall then be immediately notified and will have no more than 48 hours to place an equal non-refundable deposit made by the "challenging party", and execute a *Facility Use Agreement*. If the original prospective user places a timely deposit and executes a *Facility Use Agreement*, then the space(s) and date(s) shall become a "Confirmed Hold" in favor of the original prospective user and the deposit made by the Challenging Party will be refunded. However, if the original user releases the date(s) or does not remit the required timely deposit and/or *Facility Use Agreement*, then the space(s) and date(s) shall become a "confirmed hold" in favor of the "challenging party" upon the "challenging party's" execution of a *Facility Use Agreement*. The

deposit received by the "challenging party" shall then be retained as a non-refundable deposit.

- 4.05 *Confirmed Hold:* When a *Facility Use Agreement* is executed and a non-refundable deposit of 50 percent (50%) of the base rental fee is received from a prospective user (Applicant), a reservation request is considered to be a hold that is confirmed or a *Confirmed Hold*. The prospective user is then expected to timely submit all other information regarding the event as requested.
- 4.06 *Definite:* Dates held for space in the College Park Center are only considered *Definite* upon (1) The approval of the application and timely submittal of all other information as requested by the Director; (2) remitting the required deposit and executing a *Facility Use Agreement*; (3) providing proof of insurance or other requirements; and (4) the balance of the full payment received as stated on the *Estimate of Fees*.
- 4.07 *Date Protection Policy:* The College Park Center, in the best interest of all potential building users, reserves the right to maintain a reasonable time period of thirty (30) days between similar types of commercial consumer shows (exhibits, sport shows, sales, family events, musical productions, etc.). It is the intent of the College Park Center to invoke this time separation as a means of insuring the success of all events held in this facility. The Director may determine for some events that a longer period than 30 days may be appropriate in spacing similar events.

5. SCHEDULING PRIORITIES

- 5.01 Scheduling priorities refers to the College Park Center's booking timeline with events consistent with the mission statement of the facility.
- 5.02 Priority for scheduling dates in the College Park Center is as follows:
- A. *First Priority Bookings - 12 months +:* Significant UT Arlington functions (graduations, convocations, athletic events, tournaments, etc.), regional, national and international tradeshows, exhibitions, conventions, and large entertainment events utilizing the entire facility. Priority is given to UT Arlington functions and athletic events.
 - B. *Second Priority Bookings – less than 12 months:* UT Arlington, corporate, private and entertainment events and functions utilizing the arena. Reservations for these events may only be made within the immediate 12-month period and may not be reserved after the immediate 12-month period unless approved by the Director.
 - C. *Third Priority Bookings – less than 45 days:* Events not meant for large, public assembly venues, including small meetings, banquets and special

events that do not utilize the full venue, may only be made within 45-days of the event unless approved by the Director.

- 5.03 Reservations for *First Priority* events (12 months +) may be made within the immediate 12-month period or as far in advance after the immediate 12 months as is necessary and may supersede requests for other events unless a Facility Use Agreement has been executed by the College Park Center. Both *First Priority* and *Second Priority* booking requests should be processed within sixty (60) days of the event unless otherwise approved by the Director.

6. PROCEDURE FOR RESERVING THE COLLEGE PARK CENTER

- 6.01 The College Park Center shall be available to all users, on a first-come, first-served basis. Applications may be filed with the Director or his/her designee according to the *Priority for Scheduling Dates*, section 5.02.
- 6.02 All applications for use of the College Park Center shall be filed with the Director or his/her designee. The Director shall establish the form of the application and the necessary information required therein. Such information shall include all proposed advertising copies of any kind, the disclosure of any nudity, profanity, excessive violence, or other conduct that may be viewed in the community as offensive in the event, performance, activity, or exhibit. Unless the date(s) and space(s) are already reserved, the Director or his/her designee shall notify an applicant within ten (10) working days of the receipt of an application of the availability of the College Park Center for the date(s) requested.
- 6.03 The date(s) and space(s) of the event applied for will not be confirmed until a *Facility Use Agreement*, along with a non-refundable rental deposit, are received and approved by the Director. The amount of the rental deposit shall be one-half of the building use fee. For *UTA Department* use, a department head, vice president, or the president must sign a *Memorandum of Understanding* outlining applicable fees.
- 6.04 Unless otherwise approved by the Director, all Users shall pay any balances in full, not less than THIRTY (30) days prior to the date of occupancy of the scheduled event.
- 6.05 *Reservations* for use on recognized holidays shall be determined by the Director.
- 6.06 A *Full-Day Rental Term* shall be any twelve (12) hour period between the hours of 6 a.m. and 12 a.m. from the time the space is reserved or occupied beginning at the time of move-in until the time of move-out, and the space is no longer occupied. Any time over the *full-day rental term* shall be billed at the prevailing hourly rate for extended day use, unless noted otherwise on the *Facility Use Agreement*.

- 6.07 *A Half-Day Rental Term* shall be any six (6) hour period between the hours of 6 a.m. and 12 a.m. from the time the space is reserved or occupied beginning at the time of move-in until the time of move-out and the space is no longer occupied. Any time over the *half-day rental term* shall be billed as a full-day rental.

7. FACILITY FEES AND PAYMENT METHOD

- 7.01 *Building Use Fees:* Building Use Fees for the use of the College Park Center shall be in such amounts as shall be established from time to time by the University of Texas at Arlington. Fees may vary, depending upon the physical set up of the College Park Center. Any change in fees shall not affect events previously contracted. Please refer to the *Rental Rates and Fees Schedule* for current rates for rooms, equipment, and services offered.
- 7.02 All payments must be made in money order, check or cashier's check and in U. S. Funds made payable to the College Park Center, UT Arlington. If the event is approved to be scheduled within the thirty (30) days prior to the event date, the only acceptable form of payment of any fee, charge or deposit must be in the form of a cashier's check or money order, and payment in full will be required.
- 7.03 Forfeiture of deposits: A prospective user shall forfeit a deposit by
- (1) Cancellation of a scheduled event
 - (2) Damage to the facility
 - (3) A default or a misrepresentation made by the User
 - (4) Violation of, or permitting the violation of, these *Policies and Procedures*
 - (5) Violation of, or permitting the violation of, any local, state, federal law, or fire and building code.
- Any contravention of any of the above may cause the event to be terminated or canceled.
- 7.04 *Additional Fees:* Fees for additional services may be imposed by the Director or his/her designee as outlined herein. All ticketed events or events charging an admission fee may be required to include a surcharge on each ticket and/or facility maintenance fee. All facility maintenance fees will be retained by the College Park Center. Equipment fees shall be charged for certain equipment requested by and to be utilized for the User's event (as stated in the Facility Use Agreement). A staffing fee shall be charged to reimburse the College Park Center for use of its personnel over and above the use included within the facility use fee.
- 7.05 *Fee Waiver:* The only events in which the facility use and equipment fees are waived are University Commencements, Maverick Speaker Series, or such events approved for waiver by the University President or his designee.

8. BOX OFFICE OPERATIONS, FEES AND SETTLEMENT

- 8.01 The College Park Center Box Office (UTATickets.com) manages, controls and carries out all aspects of ticketing for events held at the CPC. This includes online and window sales, distribution, will-call, complimentary tickets and related functions.
- 8.02 Tickets must be bonded and certified with a manifest.
- 8.03 All complimentary (free) and sponsor tickets should be accounted for by the CPC Box Office Manager and must be clearly marked "Complimentary" or "Sponsor" on the face of the ticket with the face value.
- 8.04 The College Park Center reserves the right to require that a percentage of gate receipts or a flat rate per ticket be paid to the College Park Center as a facility maintenance fee for events for which an admission fee is charged. The amount of such fee (percentage of gate receipts or flat rate) shall be as set forth in the Facility Use Agreement. All Users that have a ticketed event must adhere to the *Box Office Policies and Procedures* that are applicable to the event.
- 8.05 Complete Box Office Policies and Procedures can be obtained from the Box Office Manager.

9. SECURITY/DAMAGE DEPOSIT

- 9.01 A *security deposit* (or damage deposit) may be required as determined by the Director. If the proposed event is to include activities which, in the sole opinion of the Director, creates risks to the facility or furnishings, or necessitates additional custodial or security services, the Director shall be authorized to require such additional amounts for the security or damage deposit as deemed commensurate with such risks or anticipated additional services.
- 9.02 The *security deposit* shall be used to repair, replace, or pay for any property that is damaged or destroyed by the User or any participant, patron, or invitee at the event. The College Park Center may hold such deposit for such period of time as is necessary to determine the full extent of damages to make all repairs and/or secure replacement of damaged property and ensure all issues are resolved.
- 9.03 Each User shall agree to reimburse the College Park Center for all costs in excess of the *security deposit* that may be incurred by the College Park Center for the repair to, replacement of, or payment for any property of the College Park Center damaged or destroyed by the User or the patrons, participants, or invitees of the event.

10. INSURANCE

- 10.01 *Non-UTA Users* shall be required to purchase, provide and keep in effect during the term of the Facility Use Agreement, and until move-out is completed, an insurance policy, or rider to an existing policy, with the UT Parties named as additional insured, which will provide coverage in the amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate, for personal injury and property damage insuring the User's contractual liability under the Facility Use Agreement. Such insurance shall be with an insurance company or companies and under forms of policy or policies reasonably acceptable to UTA.
- 10.02 The following additional insurance coverage and amounts are also required:
- A. Workers' Compensation – Statutory Limits, including waiver of subrogation in favor of UTA
 - B. Employer's Liability - \$1,000,000 each accident, disease – each person; disease – policy limit
 - C. Automotive Liability - \$1,000,000 combined single limit for any owned, non-owned or hired vehicles

11. INDEMNIFICATION

- 11.01 The College Park Center and UT Arlington assume no responsibility for the actions, omissions, negligence or oversight of the User or its agent(s), representatives, employees, invited guests and patrons which results in damage of property or injury to persons arising from any and all claims that could be made against the User.
- 11.02 The User shall protect, indemnify, save, hold harmless and defend the UT Parties from and against any and all claims, demands and causes of action for any loss or damage to property and injury or death to persons arising directly or indirectly from, or in connection with, the acts and omissions of the User and its employees, officers and agents in the use of the Facility and the College Park Center.
- 11.03 The User shall be responsible for any and all damages to the buildings, furnishings, fixtures, or equipment sustained from use and/or occupation of same by the User whether caused by the User, its agents or any other persons connected with the User's function including patrons or guests. Charges to the User for such damage will be equal to the cost of repairs and/or replacement.
- 11.04 User waives any and all claims and/or causes of action against UT Arlington, its officials and employees, for any and all damages, costs, and/or fees including, but not limited to, lost profits, consequential, special, exemplary, punitive, direct, and/or indirect damages, arising out of or related to any required re-scheduling of User's reservation, regardless of status, due to a determination

by UT Arlington that the College Park Center is needed for university purposes during the reserved time.

12. CATERING

- 12.01 The College Park Center strictly prohibits the carrying in of food and beverage items. This restriction includes individuals carrying in food and beverages for meals or snacks during set-up, move-in, move-out, or show hours. All food and drink services **MUST** be provided by Sorrells Enterprises, the College Park Center's in-house food and beverage provider, or approved outside caterer.
- 12.02 The College Park Center is pleased to provide the user with an excellent *On Premises Caterer*. Sorrells Enterprises' experienced catering manager and chefs can offer you a wide selection of food and beverage options and make suggestions for menus which will work best for the size and type of event that you are planning. They can also custom design menus to meet any special needs or budgets.
- 12.03 If the User elects to use an approved outside caterer, the caterer will be required to submit copies of the final catering order and pricing to CPC and complete required check-in/check-out procedures, as outlined in the CPC Caterers Guidelines. The User will be responsible for a ten percent (10%) catering royalty to the CPC as additional charge for the use of the Facility. Alcohol service must be arranged through the On Premise Caterer.

13. ALCOHOLIC BEVERAGES

- 13.01 No beer, wine or liquor of any kind shall be sold or brought onto the premises by the User, agents, exhibitors or employees.
- 13.02 Beer, wine and liquor shall be available only through the College Park Center's On Premise Food and Beverage provider, Sorrells Enterprises, who has a valid liquor license and associated permits covering the premises.

14. SMOKING AND TOBACCO PRODUCTS

- 14.01 The College Park Center and the University of Texas at Arlington campus are tobacco-free environments. The use of tobacco products is prohibited in any space(s) of the College Park Center premises and the UT Arlington campus.

15. ADVERTISING AND SPONSORS

- 15.01 The College Park Center is pleased to offer multiple advertising opportunities available on the video board(s), digital signage, and marquees throughout the

facility. Please contact our administrative offices for on how you can “spotlight your event or organization.”

- 15.02 Unless otherwise agreed in writing, all advertising of the event is the responsibility of the User, and the User is responsible for costs of all advertising.
- 15.03 All advertising by a promoter must be submitted to the Director or his/her designee for approval before any releases are made to the media. This information should be forwarded to the Box Office Manager as well.
- 15.04 The College Park Center shall have the exclusive right to all sponsorships and advertising within the facility. No products, companies, and/or services of any kind may be sold, dispensed, poured, distributed, served, sampled, or marketed in the facility without the expressed written permission of the Director. Further, no competing products or services with the sponsors of the College Park Center shall be available to be sold, sampled, dispensed, displayed, marketed, or served anywhere in the facility. No permanent or temporary advertising, signage, or trademark visibility for competitive products of the sponsor may be displayed or permitted by the Promoter.

16. CONCESSIONS, SAMPLING AND MERCHANDISE/NOVELTIES SALES

- 16.01 The College Park Center reserves the right to regulate or prohibit the sale of any beverage, food, souvenir, or other merchandise on the premises. A concession is defined as any food or beverage served at a point of sale to patrons on any facility space. A minimum of 30 days advance written notice to the Director will be required for consideration of sampling or merchandise sales.
- 16.02 The Director may allow exhibitors to provide small, bite size samples provided they are not sold. Solid food will be limited to “bite size” and liquids will be limited to no more than a 3 oz. cup.
- 16.03 The Director may allow a User or its agent(s) to sell certain approved novelties such as T-shirts, tapes, CD or DVD recordings, or other items. Novelties shall be subject to a 15-30 percent (15-30%) commission fee based on gross sales. The User shall be responsible for paying this fee. Only areas approved by the UT Arlington Fire Marshal and the College Park Center management will be used for novelty sales.

17. EVENT SECURITY AND CROWD MANAGEMENT

- 17.01 The College Park Center will provide, at the User’s expense, such security personnel and event staff determined necessary in the sole judgment of the Director of College Park Center/Executive Director of Special Event Facilities/Chief of Police, UTA Police Department.

- 17.02 Crowd Management staffing follows the NFPA Guidelines, with a minimum staffing ratio of 1 Trained Crowd Manager for every 250 guests. A minimum of two (2) University Police Officers or University Security Guards shall be required at any event held in the Arena. Depending on the scope of the event, the Director may require the User to have additional police officers, other security or safety personnel present, including Fire Marshal(s), Emergency Medical Technicians (EMTs), and other facility management personnel.
- 17.03 All required event staff shall be employed by the College Park Center and answer directly to the Director or his/her designee, including *Crowd Managers, Ushers, Ticket Takers, Ticket Sellers, Box Office Supervisor, Entrance and/or Metal Detector Attendants, Custodians, Parking Lot Attendants, Audio/Video Supervisor, Audio/Video Assistants*, and any other staff as required per the Facility Use Agreement. User will not be permitted to provide staff in lieu of the required facility staff. When appropriate, the Director may approve the User to provide additional support staff. However, all support staff must be approved in writing in advance by the Director and will be subject to supervision of the Director or his/her designee during the event. All event staff shall have a four (4) hour minimum charge. Please refer to the rate sheet for current staffing and services rates.
- 17.04 A complete schedule showing the times of access (and by whom) to the building must be furnished no later than fifteen (15) days prior to the event.

18. PROHIBITED ITEMS AND BAG POLICY

- 18.01 *Concealed Handguns* - College Park Center is an exclusionary zone under the "Campus Carry" legislation (Section 411.2031, Texas Government Code), meaning that concealed handguns are not permitted in the venue. Open carry is not permitted on the University campus.
- 18.02 *Prohibited Items* - The list of prohibited items varies by event and is often directed by the event promoter or artist riders. Typical items include: weapons, outside food & beverage, artificial noisemakers, large bags and audio/video recording devices.
- 18.03 *Bag Policy* – For events with tighter security restrictions, College Park Center may implement a bag policy which could restrict bringing in backpacks and other large bags. Some events may include a "Clear Bag" policy. These restrictions are part of each event's security risk assessment.
- 18.04 *Metal Detectors and Bag Checks* – The use of metal detectors or bag checks varies by event, depending on the security risk assessment and security requirements set forth by the event organizer. Notice of use of these screening procedures is posted on the event information page on the College Park Center website.

19. SERVICES PROVIDED

- 19.01 *Special Services* – Our goal at the College Park Center is to provide you with as much “one-stop shopping” for every detail involved with your event as possible. Listed below you will find information on the numerous details we are ready to assist you with to ensure that your event runs smoothly. Applicable charges for these services will be assessed.
- 19.02 *Drayage Services* – If you choose to utilize the College Park Center as exhibit space, you may wish to allow our professional staff to assist you with your contractor needs.
- 19.03 *Customary Air Conditioning and Heating* – Customary air conditioning and heating (HVAC) is provided during scheduled event times only. HVAC is not provided on move-in or move-out days unless, in the opinion of the Director or his/her designee, extreme weather conditions make it an absolute necessity. If additional HVAC is requested, it may be provided at an additional charge.
- 19.04 *Event Management* – A key element in the success of any event is a consistent level of communication between the meeting planner, show manager, or promoter, and the facility. From the moment your Facility Use Agreement is executed, you will be assigned an Event Manager. Your Event Manager will be available to you during all critical move-in, event, and move-out hours.
- 19.05 *Guest Services Personnel* – Our professional, friendly guest services personnel take an interest in every event and make it their business to assist your guests, answering questions, giving directions and helping people feel important and welcome.
- 19.06 *Marquee Message* – Marquee signs and message screens throughout the facility will help promote and familiarize attendees to your event and welcome them throughout their stay with us. Provide the appropriate information and we’ll do the rest by providing complimentary marquee signs and message screens. Complimentary listing of your event will run four weeks prior to the event on our outdoor marquee. Additional advertising time and custom graphics available for purchase.
- 19.07 *Public Address System* – A microphone patched to our sound system may be provided complimentary (when used for announcements only) if utilizing our additional audio/video services.
- 19.08 *Rental Equipment* –
- A. *Stages*. The College Park Center has an inventory of high quality staging. We can construct up to a 60' x 40' stage or custom construct staging in almost any configuration, from a basic platform for meetings to a full stage with wings and runway for major entertainment presentations. ADA ramps are available for 36" high stages.

B. *Audio Visual Services.* The College Park Center offers in-house audio-visual services. All arrangements with using audio-video equipment should be arranged in advance. Should any client choose to bring their own equipment or to utilize their own audio-visual supplier, the following rules and regulations shall apply:

- (1) Clients will be responsible for neatly taping and matting of all exposed cables. Should this not be adhered to, the College Park Center staff will tape and mat all exposed cords and will charge the client for labor and materials.
- (2) Should the interfacing of any non-College Park Center audio-visual equipment with College Park Center equipment compromise the integrity of the College Park Center equipment, the Director or his/her designee, may dedicate an in-house technician to monitor the interface and charge the client for these services. The User shall be responsible for any damage to any equipment.
- (3) No live instrumentation/performance is allowed through the overhead public address systems.
- (4) Request for taped or recorded background music must meet the criteria as set forth by BMI, ASCAP, and SESAC.
- (5) All College Park Center audio-visual and broadcast equipment, i.e., projectors, CD players, DVD players, video boards, cameras, patch cords, etc., are to be connected, installed, uninstalled, or removed by College Park Center staff only.

19.09 *Keys* – All keys to the facility shall remain in the possession of the College Park Center staff at all times and not be loaned out or duplicated.

19.10 *Other Services and Equipment* – The College Park Center shall continually strive to provide or have access to a myriad of quality services and/or equipment to meet our users' needs. If there is a service or equipment that you need, please let us know. We may be able to provide it.

20. PARKING

20.01 The University of Texas at Arlington holds exclusive rights to event parking.

20.02 Based on the scope of your event, the UT Arlington campus has various lots and garages that can be used for patron parking. Parking rates range from Free Parking to \$25, and may vary with different events. For some events, the User may have the option to, or be required to, buyout parking for their guests.

21. RIGGING

- 21.01 A detailed rigging plot should be submitted to the Technical Services Manager at least two (2) weeks in advance for review.
- 21.02 All rigging and hanging of banners, signs, lights, curtains, etc., must be supervised by College Park Center staff and is subject to onsite inspection.
- 21.03 Overhead rigging must be performed by an approved vendor. Please contact the Technical Services Manager for rigging requirements.

22. OPERATIONAL PROCEDURES

- 22.01 *Advance Shipments* – The College Park Center will not accept advance shipments of freight or materials prior to the contracted move-in date. All shipments to be delivered to the facility after the official move-in date shall be to the attention of the User. Under no circumstances will C.O.D. shipments be accepted by the College Park Center.
- 22.02 *Copyright Fees* – Any and all ASCP, BMI, SESAC or other copyright fees applicable to any event will be the full responsibility of the User. Payment of fees will be made directly to the applicable copyright agency.
- 22.03 *Admission Fees and Advertising* – All advertising of events at which an admission is charged must state the total admission price. User shall not advertise any event including consumer shows, trade shows, and any event using the box office until all leases or agreements between all parties have been signed and executed.
- 22.04 *Cleaning Services* – All areas contracted by the User shall be provided in a clean condition for the commencement of the use period. During move-in, the College Park Center will remove debris that can be handled with broom and shovel, but other debris must be either removed by the User, or User will be charged the prevailing rate. During the event, the College Park Center will supply, at the user's expense, cleaning services for all lobby areas, concourses, seating areas, rooms, etc., and shall keep clean and supply the restroom and toilet facilities. If the User's event produces extra amounts of debris requiring extra or special housekeeping services, the User shall pay the published labor and equipment rates for performing such services. Should a need exist for extraordinary garbage collection services, the added cost of these services will be charged. The College Park Center will provide cleaning services at the close of the event to restore the facility to a clean condition, at the User's expense.
- 22.05 *Exterior Doors* – Under no circumstances should any exterior door be propped open or any automatic closing devices be removed from any door by a User.
- 22.06 *Plans/Equipment and Service Requests* – The College Park Center offers a wide array of equipment and services that may be utilized by the User. Use of these

services and equipment, at the User's request and expense, should be arranged at least two (2) weeks in advance. In addition, a full and detailed outline of the facilities required, including the floor set-up must be provided at least ten (10) days prior to the event. SUBSTANTIAL CHANGES MADE IN SET UPS WITHIN THE FINAL WEEK PRIOR TO THE EVENT MAY RESULT IN ADDITIONAL CHARGES FOR LABOR. SUBSTANTIAL CHANGES IN SET UPS MADE LESS THAN 48 HOURS PRIOR TO THE EVENT WILL RESULT IN ADDITIONAL CHARGES FOR LABOR.

- 22.07 *Gratuities* – All College Park Center staff are prohibited from accepting loans, advances, gifts, gratuities, or any other favors from Users, guests, vendors, patrons, or any other party either attending or doing business with the facility. Users should be aware of this policy and refrain from any such activity.
- 22.08 *Movable Walls* – The movable walls in the Hospitality Suite are to be placed, moved, or removed by College Park Center staff only.
- 22.09 *Move-In/Move-Out* – Under no circumstances shall anyone attempt to move in any equipment through any of the main entrance areas of the facility without prior arrangements and approval by the Director or his/her designee. These areas will first need to be protected or damage could result. User shall be responsible for any damage caused by move-in or move-out to these areas.
- 22.10 *Parking/Loading and Unloading* – Parking on loading docks, along the curbs near the entrances, on the plaza, inside the building, blocking access to the trash compactors, or any undesignated space is prohibited. All vehicles must park in marked, designated parking spaces only. Violators will be towed at their expense. Under no circumstances shall golf carts, vehicles, personnel carts, etc., be operated in any room, concourse, or service corridor. All equipment and freight must be unloaded at the loading dock area only unless approved in writing.
- 22.11 *Parcel Inspection* – All cartons, packages, or other containers brought or taken into the facility are subject to inspection.
- 22.12 *Metal Detectors* – At public events held in the arena, metal detectors may be used at all entrance areas. User is responsible for staffing charges for these positions.
- 22.13 *Personnel/Contractor Entrance* – All show personnel, service contractors, temporary help, caterers, events staff, and all other workers affiliated with an event taking place at the College Park Center shall enter or leave by way of the designated employee entrance only.
- 22.14 *Identification Required* – All individuals approved for working in the College Park Center must wear an identification badge provided by their prospective employer and/or obtained from the College Park Center staff at the employee check-in location.

- 22.15 *Pets/Animals* – No pets or animals are permitted in the building, except as an approved exhibit, activity, or presentation legitimately requiring the use of animals, or as a service animal. Pets or animals which are approved to be in the building must be on a leash, within a pen, or under similar conditions at all times. The owner will be fully responsible for his/her pet(s) at all times.
- 22.16 *Registration Space* – Designated registration space will be made available to User at no additional cost on an “as available” basis. Registration for your group must be clearly shown on the floor plan and for approval.
- 22.17 *Forklifts* – The use of forklifts are restricted from all lobby and concourse areas. All forklift operators must be College Park Center staff certified to operate forklifts on the center’s property.
- 22.18 *No IN/OUT Policy* – For designated ticketed events, the College Park Center may enforce a “No In/Out” policy. This policy is intended to discourage attendees, from leaving the event to go outside and eat, smoke, drink, or loiter in the parking lots or other outside areas.

23. UTILITIES, ELECTRICAL, TELECOM AND NETWORK SERVICES

- 23.01 The College Park Center serves exclusively as its own electrical, utility, telecom and Internet service order contractor, thus providing show managers, exhibitors, and promoters convenience and flexibility.
- 23.02 Users may not bring in outside telecom and Internet providers without prior written approval by the Director.
- 23.03 *Special Provisions* – All electrical equipment must be UL (Underwriter Laboratory) approved. All utility service connections must be made by College Park Center staff.
- 23.04 *Equipment Connection or Removal* – All College Park Center electrical and other utility service equipment, i.e., extension cords, electrical distribution panels, tunnel matting, spotlights, etc., are to be connected, installed, uninstalled, or removed by College Park Center staff only.

24. PROMOTIONAL MATERIALS DISTRIBUTION POLICY

- 24.01 The following points summarize policies of the College Park Center regarding promotional materials, product distribution, etc. Any questions regarding these policies may be directed to the Director.
 - A. All media vehicles (radio and television) must be parked in legitimate parking spaces in the general parking lot or designated spaces at the dock for broadcast trucks.

- B. No unauthorized materials (this includes, but is not limited to, product and/or promotional literature or product samples) are to be distributed in the parking lot or garage areas, or in any spaces inside the property. To obtain information regarding authorization of promotional materials, please contact the Director.
- C. Authorized materials must be distributed within designated areas only. Materials authorized by promoters for show distribution must be distributed within the show area. Authorized materials distributed by qualified media or advertising representatives must be distributed in approved areas only.
- D. No soliciting is allowed in the main lobby or in front of the main entrance doors at any time. All soliciting must conform to UT System Board of Regents Policies.
- E. All materials distributed shall comply with all policies of the University of Texas at Arlington.

25. DECORATIONS, SIGNS, BALLOONS AND ALTERATIONS

- 25.01 All decorations, signs, posters, advertisements or other equipment should be discussed with and approved by facility staff in advance. Unauthorized signs, advertisements or decorations will be removed immediately by the User, or by the College Park Center at the User's expense.
- 25.02 User may not tape to any surface (walls, doors, glass, etc) or drill, punch holes, or core into any wall, door or other surface.
- 25.03 No loose glitter, artificial snow or confetti shall be used in decorating.
- 25.04 Throwing of confetti, rice or birdseed is not permitted within the facility or upon the grounds.
- 25.05 Distribution of helium balloons or adhesive-backed decals is not permitted.
- 25.06 Any cost incurred by the College Park Center from the use or removals of the aforementioned items will be charged to the User at prevailing rates with a minimum clean-up fee of no less than \$250.
- 25.07 All products or balloons that could rise to the ceiling because of the product's physical properties are prohibited. User will be charged for any associated damages and removal of balloons.
- 25.08 User shall not cause or allow any nails or any other hardware to be driven into any portion of the College Park Center or cause or allow any changes, alterations, repairs, painting, or staining of any part of the facility, its furnishings, or the equipment thereof, or do, or allow to be done, anything that

will damage or change the finish or appearance of the College Park Center or the furnishings thereof.

- 25.09 Metal, wood or adhesive may not come in direct contact with the terrazzo floor on the concourse. A piece of protective plastic (visqueen) or carpet (face down) must be placed under these items to protect the floor.

26. LASERS/HAZERS/PYROTECHNICS

- 26.01 The use of laser light shows for events should be registered with the Radiation Safety Licensing Branch of the Texas Department of State Health Services.
- 26.02 The use of water-based fog machines and hazers requires the prior written approval of the Director, or his/her designee. Oil-based fog machines and hazers are prohibited.
- 26.03 Pyrotechnic displays within the facility are strictly prohibited. Pyrotechnic displays on the exterior grounds, including parking areas and open spaces, require prior written approval by the Director and the UT-Arlington Fire Marshal's Office. Providers will be required to show proof of license and insurance, along with an approved permit.

27. FIRE SAFETY

- 27.01 All floor plans are subject to approval by the Fire Marshal for safety codes and fire regulations.
- 27.02 Designated fire exits in the building may not be blocked in any way during an event. Fire extinguishers, fire hoses, sprinkler closets, alarms, and emergency signals must be visible and accessible at all times. If an exit sign is blocked by setup (i.e. drape), a temporary exit sign must be installed in a visible location.
- 27.03 The College Park Center and the Fire Marshal must be advised in advance of any flammable liquids or gases that a tenant or an exhibitor wish to bring into the building, not less than thirty (30) days prior to any scheduled event. If such substances are considered a risk to the health and well-being of the public, access may be denied or restricted to use under special safety conditions as established by the Fire Marshal. Under no circumstances will propane, butane, or LP gases be permitted in the facility.
- 27.04 The use of any open flame, unless approved by the Fire Marshal and the College Park Center management is prohibited.

28. EMERGENCY PROCEDURES

- 28.01 The College Park Center has extensive and thorough emergency procedures, and staff members have been trained and assigned responsibilities in the event of an emergency. In such an instance, User and all patrons are to follow the instructions of the Event Manager, event staff, and UTAPD.
- 28.02 The College Park Center is divided into zones which, depending on the nature and extent of the emergency, may be isolated from other zones for evacuation or for egress from the affected zone. It is critical that all parties remain calm and cooperative and follow all instructions of event personnel.

29. ROOM/ARENA CAPACITY

- 29.01 In no event shall the number of persons in attendance at a meeting, dinner, concert, show, exhibition, or other event be in excess of the designated area capacity as determined or posted.

30. AISLES AND ALL ACCESS CLEAR

- 30.01 User shall not allow chairs, movable seats, or other obstructions to be or remain in the entrances, exits, or passageways of the College Park Center and will keep same clear at all times. No portion of the sidewalk, entries, vestibules, elevators or ways of access to public utilities shall be obstructed by User or used for any purpose other than for ingress and egress. The doors, stairways or openings that admit light into anyplace within the facility, including hallways, corridors, and passageways, shall not be obstructed by User without the prior written approval.

31. CHAPERONS REQUIRED FOR YOUTH EVENTS

- 31.01 Events planned for youth participation shall be accompanied by not less than one (1) adult chaperon for every twenty-five (25) children. For the purposes of this section, "children" shall mean any person less than eighteen (18) years of age, and "adult chaperon" shall mean any person over twenty-five (25) years of age.

32. NON-CONFORMING EVENTS

- 32.01 An event, performance, activity, or exhibit, which is likely to create an unreasonable risk of injury or damage to the facility, the User, or patrons thereof, or any event that has been scheduled due to false or misleading information provided by the user shall be rejected, cancelled, or terminated.

32.02 The University of Texas at Arlington shall cancel or terminate any Facility Use Agreement if an event, performance, activity or exhibit being promoted or sponsored by the User has been declared obscene by a court of competent jurisdiction.

33. PATRONS WITH DISABILITIES

33.01 The American with Disabilities Act of 1990 (ADA) prohibits discrimination against individuals with disabilities with regard to employment and public accommodations. The College Park Center falls under the requirements of the ADA and the 2010 revisions for ticketing provisions.

33.02 The ADA defines a person with a disability as being physically or mentally impaired in a way that affects major life activities. This includes, but is not limited to, impairments that require confinement to a wheelchair, blindness, deafness or other physical disability, as well as mental illness, retardation, contagious and non-contagious diseases.

33.03 The College Park Center is committed to ensure all patrons enjoy a pleasant and memorable experience including patrons with disabilities. No individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities. Further, no individual shall be subjected to discrimination. Every User is responsible for all facets of their event to be in compliance under the ADA.

33.04 Service animals are an integral part of mobility for many people with sight disabilities and are even employed to help some people with mobility impairments. Service animals shall be allowed and accommodated at all events.

33.05 Seating is one of the most important issues under the ADA. Wheelchair areas must be an integral part of any seating plan and shall be provided so as to provide people with physical disabilities a choice of admission prices and lines of sight comparable to those for members of the general public. At least one companion seat shall be provided next to (not behind or in front of) each wheelchair seating space. The purpose here is to keep friends and families together, rather than requiring them to be seated separately.

33.06 When seating capacity exceeds 300, wheelchair spaces must be provided in more than one location and allow a line of sight comparable to that of non-disabled patrons.

33.07 The College Park Center will set the price point for ADA seating (including companion seating) to reflect the percentage of seats available at each price point within the entire arena. The determination of the section/seat within ADA seating for each price point will be influenced by the arena configuration/type of event and will reflect highest price point for best available to lowest price point for worst available. This will be at the discretion of the Director and Box

Office Manager. Floor seating will reflect the same price point(s) as all floor ticket pricing schemes.

- 33.08 Under the ADA, the in-filling of unsold wheelchair accessible seats and companion seats is permitted. Ambulatory seats (folding arena chairs) may be installed in these unsold areas when not required to accommodate wheelchair users. However, at ticketed events, these spaces must be held open for sale to no less than 24 hours before the event if the event has not been sold out.

34. RESIDUAL MATTERS

- 34.01 Any matters not expressly covered by the College Park Center Policies and Procedures, the Facility Use Agreement, or the UT Arlington Handbook of Operating Procedures shall be determined by the Director.

35. ADOPTION/AMENDMENTS

- 35.01 These *Policies and Procedures* are effective November 16, 2011, and may be amended, revised, or replaced as necessary.