

## Rental and Payment Policies

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### 1. Booking Guidelines

- a. Special Consideration - It is the responsibility of the management to operate the facility in a sound business manner in an effort to maximize both the economic and community benefit and to provide for financial stability of the facilities. Consequently, the Director may promote, solicit, develop, and make reservations for any activity deemed appropriate to the objectives of the Authority.
- b. Booking Policy - Customers have not secured the facility until a signed contract has been received along with any required deposits. While the Center may pencil in requested dates and try to advise the customer prior to entering into a contract with another party on the date and at the time the customer has requested the facility, it is the customer's responsibility to confirm the continued availability of the date until the contract has been signed and required deposits have been paid. If another party requests use of the same space, and Center staff is able to reach the customer, the customer may be given a limited time (the time will be based upon the likelihood of losing the new booking) to complete and return the contract and the deposit. The Executive Director may request payment in full along with insurance certificate at time of contract execution for users or based upon deficient performance on prior contracts.
- c. At the request of a customer, or when the Director determines it is in the best interest of the Center, activities which are considered to be competing for specialized and specific local markets, i.e., public boat shows, home products, etc., the Director may deny use for a similar event for a period of up to 30 days prior to and after a contracted event and any similar event competing for essentially the same special market.
- d. Events may be contracted as follows:
  - i. 36 months prior to event – conventions and trade shows
  - ii. 24 months prior to event – public admission/donation based events such as concerts, exhibits and sporting events
  - iii. 12 months prior to event – business meetings and seminar; conference center private parties
  - iv. One year prior to the event date – private parties in Center Hall; and
  - v. Up to 36 months in advance for all events at the Crosley Estate.
- e. Annual Events – Events taking place at the facility on or about the same date or weekend each year may be considered annual events. Once a calendar year is opened for booking, the facility will make an attempt to contact a representative of the known promoters of annual bookings to allow them a designated amount of time to place tentative hold(s) prior to the calendar booked opened to the public where their dates could potentially be taken by other promoters. An attempt will be made to contact Licensees of prior annual events to develop contracts for their desired dates prior to the opening of the calendar to the public. Events are only tentative until an executed contract is completed. It is not the responsibility of the facility to roll over dates on annual events.

## 2. Payment and Refund Policies

- a. The following payment schedule shall apply to signed agreements received at Center and Crosley Estate:
  - i. Over 180 days (6 mos) prior to event 1/3 of rent is due
  - ii. 180 days (6 mos) or less full building rent is due
  - iii. 21 days or less the balance of all additional charges in excess of building rent is due
- b. Refunds
  - i. In regards to **Bradenton Area Convention Center** rentals
    1. No refund of required rental payments or actual costs incurred in preparation for an event will be issued if an event is cancelled by the Licensee or the agreement breached. Payment for labor or costs not actually incurred will be refunded.
  - ii. In regards to the **Crosley Estate**:
    1. If an event is cancelled by Licensee more than six months prior to the scheduled event date, the Licensee can submit for a refund of monies paid less a \$250 administrative fee.
    2. If the cancellation is less than six months prior to the scheduled event date, the Licensee can submit for a refund of monies paid less \$250 administrative fee only if the Crosley Estate is re-rented by another party at regular price. It is the Licensee's responsibility to contact the Crosley Estate in writing or email after the previously scheduled date to inquire on whether the facility was re-rented and if they are eligible for the refund.
- c. The initial payment must accompany the signed agreement. The Center will then sign the agreement and return a copy to the Licensee. Unless otherwise noted in the License Agreement. The initial payment may be an amount in excess of the minimum required payment provided in the payment schedule above. If the initial payment is not equal to the full building use charge, second and third payments reflecting the balance of the building use charge will be required prior to the event.
- d. The Director may require in the agreement that payment of the Pre-event Invoice reflecting the Balance of Charges be made sooner than 21 business days prior to the event if it is determined that accelerating the time for this payment is required because the nature of the event will require the Center to incur additional expenses or assume credit risks prior to the 21 business day period. The Director may extend the due date for payment of charges to a time certain established by the Center Director if he has reason to believe that payment will be forthcoming prior to the time the Center will incur additional expenses. In this instance, the Licensee may be required to make payment by cash or certified check.
- e. The Director may establish and charge an additional deposit of up to \$500 per event to be used for additional clean up, damages or additional equipment, products or services where the event will likely incur such costs.

- f. If excess funds are received from a Licensee, the Director may authorize the excess to be paid to the Licensee after completion of the event. Excess funds will be processed through the Manatee County Finance Department and will be issued to the Licensee within thirty (30) business days after receipt of the request for payment by Center.
- g. With written authorization from the Licensee, refunds of less than \$50 may be accepted as a donation toward the Crosley Estate for restoration purposes or Crosley Theatre programs. No additional notification or approval is required for the Civic Center Authority Board. Donations of \$10 or less may also be accepted for the Crosley Theatre programs during tickets sales or events without written permission.

### **3. Failure to Pay on a Timely Basis**

- a. If the second payment for the balance of the building use charge is not paid when due, all prior payments, including the initial payment, shall be forfeited by User. The Center may then advise the public and the media that the event will not take place as scheduled at the Center.
- b. If the Balance of Charges is not paid when due, all prior payments shall be forfeited by Licensee and the Center may then advise the public and the media that the event will not take place as scheduled at the Center.

### **4. Dishonored and Fraudulent Payments**

- a. If a check, draft or other written order made, drawn, uttered, issued or delivered by the Licensee in any payment is dishonored and returned for insufficient funds on deposit, the Director may, at his discretion:
  - i. Request redeposit of the written instrument, impose a service fee on the User in the maximum amount authorized by law, in addition to any other bank-imposed penalties, and require that restriction of sufficient funds and payment be effected within five (5) business days from the receipt date of the bank's notice with the failure to do so resulting in the early termination of the agreement; OR
  - ii. Treat the dishonored check, draft or other written order as non-payment in breach of the contract, and terminate the agreement and advise the public and the media that the event will not take place as scheduled.
- b. If checks, drafts or other written orders made, drawn, uttered, issued or delivered in any payment to the Center is shown to be a forgery, counterfeit or payment has been stopped, the Director may terminate the agreement for non-payment and refer the matter to the Sheriff's Department for criminal prosecution.
- c. Nothing herein shall prevent Center from recovering any amounts due under the agreement and dishonored or forged checks, drafts or other written orders.

### **5. Established Accounts**

- a. The Director, at his discretion, may allow flexibility in the payment schedule for established accounts. Established accounts refer to organizations that have had several events with the Center and have maintained a satisfactory payment history.

## **6. Transfer Option**

- a. The following conditions shall apply to the transfer of dates and payments for events which have been cancelled ninety (90) days or more prior to the scheduled event:
  - i. Licensee has sixty days from cancellation to contract a new event date scheduled within the next twelve months. If this date is cancelled after contracted all deposits are forfeited.
  - ii. The new date must be open and available.
  - iii. The amount of the payment made at the time the event is cancelled will be applied to the rescheduled date; however, rescheduled events are subject to the building use rates and other charges for facilities, products and services in effect at the time of rescheduling.
- b. If there is a cancellation within ninety (90) days or less of a scheduled event, the Director may, at his discretion, approve a date transfer in accordance with 6ai-iii. If the Director determines that it is in the best interest of the Center to do so after considering the reputation of Center as it may be affected by an unsuccessful event and the likelihood of booking another event for that date.

## **7. Event Location Changes**

- a. The Director, at his discretion, may allow changes in the space to be used, commonly known as downgrades or upgrades, depending upon availability of space and sufficiency of the time for Center personnel to make such changes. Payments will be increased based upon space to be used. All previously paid payments will be applied toward the revised payment amount. No refunds of required payments will be made.

## **8. Denial of Use**

- a. The Director is authorized to deny use of the facilities for or by anyone who:
  - i. previously provided false or misleading information in connection with an upcoming event or prior event, including but not limited to the information on the User, User's associates, event details, information provided to the public, and the details provided to the Center;
  - ii. is planning an event that cannot be safely accommodated in the facilities;
  - iii. has previously failed to comply with the terms and conditions of an agreement with the Center;
  - iv. the nature of the event is such that the event would cause a breach of the agreement with the Center or a violation of any applicable law, ordinance or regulation;
  - v. has not settled a previous account with the Center;
  - vi. has previously demonstrated an inability to successfully complete similar events at other venues;
  - vii. has previously failed to comply with contractual obligations at other venues;
  - viii. is unable to demonstrate the ability to successfully plan, finance and implement the proposed event;

- ix. has promoted an event to be held at Center facilities prior to having a contract for use of the space;
  - x. wishes to schedule an event that will not allow a reasonable amount of time for turnover for a previously scheduled event; when adequate labor is not available due to schedule conflicts; or the nature of the event will cause a breach of a prior agreement.
- b. Anyone who has been denied the right to use Center facilities due to violations of sections i, iii, v, vi, and vii above may be considered debarred for a period not to exceed five (5) years from the date of the most recent incident giving rise to the debarment.
  - c. Termination of License Agreements: The Director is authorized to terminate license agreements if the Licensee plans or promotes an event that is materially different from the representations provided in a use application or subsequently approved in writing by the Director.

#### **9. Appeals From Determinations of the Center Director or His Designees**

- a. Any actual or prospective Licensee who is aggrieved in connection with actions undertaken by the Center Director or his designees in violation of the law or these policies may file a written protest with the County Administrator, or his designee. The County Administrator may designate one of the Deputy Administrators to consider this protest and conduct an appropriate investigation. The County Administrator or his designee shall conduct such investigations and such hearings as he/she determines are necessary and shall provide a written copy of his or her decision to the protestor within 30 days. The purpose of this procedure is to provide an expeditious administrative remedy and upon issuance of the Administrator's written decision, the protestor shall be deemed to have pursued all administrative remedies.

- 10. The Director** may make changes in the form of agreement so long as such changes are consistent with policies adopted by the authority and have been approved by the County Attorney or his designee.