

THE CENTER

Lesbian, Gay, Bisexual & Transgender Community Center Meeting & Conference Services Space Use Guidelines, Terms and Conditions

General Guidelines

The Center is committed to providing a safe and supportive environment for all lesbian, gay, bisexual and transgender people. It is The Center's primary purpose to provide LGBT-focused programs and services that enrich the lives of those in our community. The Center seeks to set an example by providing services and programs that are responsive to the needs of the LGBT community.

In addition, The Center offers space for community use at a subsidized rate. The Center provides this space to a diverse range of individuals and groups for a variety of purposes. These purposes include but are not limited to support, organizing, activism, socializing, networking and rehearsing.

The Center embraces the community's rich diversity of identities and experiences. It is for this reason that we aim to ensure The Center remains a place where everyone feels welcomed. Therefore, no group utilizing space at The Center shall engage in hate speech or bigotry of any kind. Engaging in or advocating violence is strictly prohibited. Engaging in illegal activities on the premises is strictly prohibited. The Center maintains the right to restrict or reject any group whose presence at or use of The Center negatively impacts other groups and/or individuals that use The Center.

The Center is a non-denominational, non-partisan organization and does not support or endorse activities held on its premises. Activities held at The Center must neither conflict with nor interfere with Center-sponsored or Center-produced programming. When such conflicts arise, Center programming will be given priority.

The Center's Meeting & Conference Services staff is responsible for processing requests to use space and equipment and for executing Space Use Agreements. All groups and individuals utilizing space at The Center must execute a Space Use Agreement and agree to abide by The Center's Space Use Terms and Conditions, Code of Conduct, Pledge of Non-Discrimination, Good Neighbor Pledge and Payment Terms. Failure to do so, or otherwise violating these guidelines, will result in suspension or cancellation of space use permission.

The Center is committed to good-faith cooperation and partnership with all individuals and groups utilizing space and will make all reasonable effort to resolve conflicts when they arise. Should grievances related to space use occur, they will be addressed in the manner prescribed in the Space Use Terms & Conditions.

Terms and Conditions

Event Management

The Information and Referral staff (I&R) located at the front desk in the lobby are responsible for safe and efficient operation of the building. The instructions of I&R staff are to be followed at all times and without exception.

A Client's representative in charge of an event, designated in the Space Use Agreement, is responsible for communication and coordination with The Center in advance of the event and will be the prime Client contact with I&R during the event.

When Client's representative-in-charge arrives, s/he must check in with I&R and continue to be available to I&R should any issues arise that need to be addressed. Any questions/concerns that come up during the event are to be addressed by the Client's representative to I&R, including any requests of The Center's Building Services (maintenance) staff. At the end of the event, Client's representative is responsible for notifying I&R that the event space has been cleared, and I&R will concur with that assessment or direct additional actions as they deem necessary.

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Security

The Center's Code of Conduct is posted in the lobby and throughout the building, and is attached at the end of this document. All visitors to The Center are expected to abide by these rules, and will be asked to leave the building if they do not. If anyone witnesses something that seems inappropriate in any way, s/he is expected to report it to I&R immediately.

Clients are responsible for maintaining order and control of members and guests before, during and after their events. If anyone associated with a Client's event becomes disruptive to the event or potentially disruptive to other people or events in the building and the Client is unable to get the person(s) to leave the event, the Client must contact I&R immediately; I&R staff will address the situation, determine its severity, and call the police if necessary.

I&R staff are responsible for monitoring the security of the building. Their instructions are to be followed at all times. If at any time a situation arises where the building must be evacuated, for a drill or in an emergency, Clients' representatives are responsible for assisting I&R to ensure that all persons attending events leave the building immediately.

Housekeeping

It is the Client's responsibility to make sure its event concludes and the room is restored to its pre-event condition by the end of the time booked. It is important to book break down time.

Clients are responsible for the following:

- Place all trash and recyclables in designated receptacles. Note that separate blue receptacles are labeled for paper, and for aluminum, plastic and glass. Do not overload receptacles. If extra trash or recycling receptacles or bags are needed, inform I&R and they will alert the Building Services staff.
- Remove all literature, decorations, signs, etc. and discard unwanted items in the appropriate receptacles at the end of the event.
- Dispose of all liquids in bathroom sinks. Ask I&R to contact Building Services to escort you to the slop sink to dispose of leftover ice.
- Fold tables and chairs unless instructed by Center staff not to do so. They should be stacked against one wall.
- The Center cannot be held responsible for personal belongings. Do not leave belongings unattended at any time and remove all of them at the end of the event.
- Give any unclaimed personal belongings to I&R for lost-and-found. Found items are kept for three days and then discarded.
- Alert I&R when rented equipment is ready to be returned.
- Do not tamper with the building safety equipment, such as fire extinguishers, smoke detectors, light fixtures, and fuse boxes. Report any problems with such equipment to I&R immediately.
- If your room needs a temperature adjustment, alert I&R and they will make an adjustment if possible. Do not tamper with thermostats, and do not open windows.

Furniture and Equipment

Almost every room at The Center comes equipped with approximately 30 chairs and two 5' rectangular tables. Additional chairs and tables are available for no charge. Other equipment is available for a fee. Requests for furniture and equipment must be made at least five business days before an event to the MCS department. No furniture or equipment booking is definite until confirmation has been received from MCS staff.

**Lesbian, Gay, Bisexual & Transgender Community Center
Meeting & Conference Services
Space Use Guidelines, Terms and Conditions
Page 3**

A/V equipment that has been booked in advance will be set up in the room by the beginning of the scheduled set up time. Furniture will be placed in the room, but it will not be set up. Arrangements can be made in advance for tables and chairs to be set up in advance of an event, for a negotiated price depending on the extent of the set up.

Clients shall always exercise care in their use of The Center and its equipment. The Center reserves the right to charge a Client for repair or replacement of any equipment or furniture that is damaged or lost during the period it was rented to the Client.

Under no circumstances shall Clients remove or move furniture from or between meeting and event spaces and rooms.

Decorations

All decorations must be approved by MCS staff in advance. No decorations may be attached to sprinkler pipes or light fixtures. Only painters tape may be used to affix decorations. At the end of the event, any balloons must be popped by the client within the room rented for the event, and disposed of in the garbage. Smoke/fog machines and confetti are prohibited. Open flames are prohibited; advance permission is required for use of contained votive candles.

Tobacco Free Environment

Smoking and tobacco-chewing are not allowed within The Center's facility or on Center grounds including the garden and the sidewalk directly in front of the building.

Food and Beverages

The Center does not provide catering services. Advance written permission is required for client-provided food and beverage service within meetings and events and may be subject to additional fees. Clients are responsible for providing everything necessary for serving food and beverages, disposing of all unconsumed food and beverages at the end of their events and removing all related supplies, including any coffee urns or other equipment and materials. See *Housekeeping*.

Alcohol

The Center requires all Clients who intend to serve alcohol on The Center's premises to obtain a NYS Liquor Authority Section 98 Caterers Special Event Permit and prepare a written Alcohol Service Plan. Please note Section 97 Beer and Wine Permits are not accepted. A valid permit along with the Alcohol Service Plan must be provided to The Center no fewer than seven (7) business days prior to the event date. The Center will accept or reject the permit and Alcohol Service Plan within two (2) business days of receipt. It is advised that Clients plan ahead to avoid last minute surprises.

Only the amounts and types of alcoholic beverages approved for your event may be served. Alcohol must be served, one drink at a time, only to persons who have been checked for proof of age, and must not be served to anyone who is intoxicated or disorderly. Clients must never provide alcohol to minors. Unused alcohol must be disposed of completely at the close of the event. All bartenders must be 21 years of age or older and must display ID to an I&R staff member before the start of the event.

The Center reserves the right to restrict or prohibit alcohol service at any time, with or without notice, and at The Center's sole discretion. This includes in the usual course of an event should Center staff determine The Center's alcohol policies have been violated, the provision of alcoholic beverages is improperly managed, or the presence or service of alcohol represents a safety concern. Alcoholic beverages must be consumed within the space where the event is being held and it is Client's responsibility to see that alcoholic beverages are not carried out of the room booked for Client's event.

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Alcohol Service Plan

The Center requires all Clients who intend to serve alcohol on The Center's premises to obtain a NYS Liquor Authority Section 98 Caterers Special Event Permit and prepare a written Alcohol Service Plan. The Alcohol Service Plan should be prepared and submitted by the Client Representative In-Charge and include expected/estimated attendance at the event; the availability of food and non-alcoholic beverages; the quantities and types of alcohol to be served; designated responsibility for monitoring of the drinking age; and the name, age and telephone number of bartenders and/or the caterer of record. The Center may request additional information on a case by case basis.

A valid permit along with the Alcohol Service Plan must be provided to The Center no fewer than seven (7) business days prior to the event date. The Center will accept or reject the permit and Alcohol Service Plan within two (2) business days of receipt. It is advised that Clients plan ahead to avoid last minute surprises.

Deliveries

Clients must inform The Center in advance of the names of all persons or vendors making deliveries for events. Clients must make their own arrangements for paying for COD deliveries. The Center will not take responsibility for COD deliveries. Deliveries for which prior arrangements have not been made will not be accepted and The Center will not be liable in any way for the fact or subsequent consequences of a delivery not being accepted. The Center is not liable for early deliveries that are accepted and put in the meeting room assigned to the client before the client arrives. It is preferred that the client arrange for deliveries to arrive after they themselves have arrived.

Changes in Room Assignments

It is part of The Center's mission to provide space to as many community groups and organizations as possible. To make best use of The Center's space, it is necessary on occasion to re-assign spaces and The Center reserves the right to make such re-assignments at any time and without notice. If possible, notice of re-assignments will be given in advance, but advance notice may not be possible. It is every Client's responsibility to check the daily schedule in the lobby to confirm room assignments. It is best not to include room numbers when advertising events.

Access to Premises

Clients will have access to the space(s) designated for their events at the times established in the Space Use Agreements. If Clients require time before or after the event for preparations and clean-up, the prep/clean time must be booked in advance and will be included in calculating space-use fees. If, for its own convenience, The Center allows additional prep/clean time, Clients will not be charged for such time. Regardless of any extra prep/clean time The Center sets, Clients' access will be as established in their Space Use Agreements.

Fees and Deposits for Use of Space and Equipment

The Center charges fees for use of space and equipment. Fees for space include time for preparations and clean-up (prep/clean time). The Center reserves the right to adjust fees at any time, including within and outside of an existing Space Use Agreement. Fees are published on gaycenter.org.

The Center requires fee deposits and payments as follows:

For one-time events under \$200, payment is required in full at the time of contract execution to confirm the reservation.

For one-time events over \$200, a 50% deposit payment is required at the time of contract execution to confirm the reservation. The balance is due no later than seven (7) days prior to the event date.

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For recurring events, full payment is due on or before the day of the meeting or event, or as determined within the Space Use Agreement.

All payments and deposits will be detailed in the Space Use Agreement. Any client obligation for payment of fees extends beyond the term of its Space Use Agreement until such time as all fees owed are paid. If any payment exceeds thirty (30) days past due, all future bookings by the subject Client will be suspended until all outstanding payments are received.

Payment Processing

Payments may be made in cash, by check or money order payable to 'The Center', or by credit card.

Payments are accepted by mail and in-person pursuant to The Center's payment processing protocols. Speak with an MCS representative for additional payment processing information.

Cancellation Policy

For one-time events cancelled by the Client:

All reservations are subject to a non-refundable 25% administrative fee.

A 75% refund will be provided for a cancellation made 30 or more days in advance of the scheduled event date.

A 50% refund will be provided for a cancellation made 15-29 days in advance of the scheduled event date.

No refund will be provided for a cancellation made 14 or less days prior to the event date.

For recurring meetings and events, a minimum of 72 hours' notice prior to the event start time is required; anything less than 72 hours' notice (or no notice) and the Client will be responsible for the regular, full rate.

Personnel Changes

If a Client experiences significant personnel changes, especially in the prime contacts that have been provided to The Center in an active Space Use Agreement, the Client is responsible for notifying The Center of such changes immediately.

Listing in Center Publications

All activities scheduled at The Center are eligible for listing in Center Listings, on The Center's website, and in The Center's email newsletter, provided that information is received by the appropriate deadlines.

Listings must be provided in written form to the MCS department by email to meetingspace@gaycenter.org, or by hand or mail if necessary. The Center, in its sole discretion, will select which listings to use in which media, if at all, and reserves the right to edit any listing.

Grievance Process and Appeal

Complaints

Complaints regarding any aspect of the Meeting & Conference Services reservation and/or space use experience should be addressed with the Events and Production Manager. All attempts should be made to

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resolve grievances at that level. If the problem cannot be resolved, a written complaint may be submitted to the Director of Operations. The Director will acknowledge receipt of the complaint, will investigate and make every effort to issue a verbal determination within two (2) weeks.

Appeal

Appeals may be submitted in writing to the Chief Operating Officer not more than seven (7) days following the initial complaint determination. Written appeals must state the reasons why complainant believes the complaint procedure has not reached an appropriate resolution. The Chief Operating Officer will acknowledge receipt of the appeal, will investigate and make every effort to issue a written determination within two (2) weeks. That decision will be final.

Liability

Clients entering into Space Use Agreements with The Center indemnify and hold harmless The Center and its agents and employees from any and all claims for damages or injuries to persons or property arising during the period covered in the Client's Space Use Agreement. In certain circumstances, and at the sole discretion of The Center, a Certificate of Insurance naming The Center as additional insured may be required as a condition of space provision.

Miscellaneous Provisions

Clients will not permit any activity that will injure or deface The Center in any manner. This includes but is not limited to putting up nails, tacks, or screws without receiving permission from Center staff. Placement of all decorations shall be with the approval and supervision of MCS or I&R staff.

Clients agree that no portion of the sidewalks, entries, vestibules, halls, or ways of access to public utilities shall be obstructed by the Clients, their guests or used for any purpose other than for entering and exiting a room or the building.

Center employees (e.g. management, I&R or maintenance staff) have the right to enter any event at any time.

Clients that fail to comply with a Space Use Agreement or the instructions of Center staff will be penalized by being required to remit additional deposit monies for their next event, and/or not being permitted to book additional space, and/or forfeiting future uses of space which have already been booked.

The Center will not allow space to be used by any group which will undertake illegal activities within The Center. Clients agree to abide by, conform to, and comply with all of the applicable laws, rules, and regulations of the United States and the City and State of New York.

When an event effects The Center's regular hours of operation or requires additional staffing from The Center, the Client will be charged an appropriate fee, to be determined in advance of the event.

The Center cannot be responsible for equipment or property that is left or stored on its premises. Clients may not leave anything in The Center unless prior arrangements have been made in writing, and even when arrangements have been made, The Center assumes no responsibility of any kind for the subject items. The Center reserves the right to dispose of any property left on the premises after an event is concluded.

Clients may use space only for the purposes indicated in the Space Use Agreement. Any change must be approved in advance.

Clients agree that The Center shall not be liable for failure to provide physical properties and services in the event that such failure is caused by acts or regulations of public authorities, extreme weather, labor difficulties, strike,

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Lesbian, Gay, Bisexual & Transgender Community Center
Meeting & Conference Services
Space Use Guidelines, Terms and Conditions
Page 7

epidemic, interruption or delay of transportation services, delays in construction schedules or any other cause beyond the control of The Center.

The Center retains the right to terminate any Space Use Agreement without prior notice if The Center determines that the Client in any way failed to adhere to the rules outlined in this document or any of its attachments. Furthermore, The Center reserves the right to cancel any future meetings or events already booked by or later requested by the same Client.

Use of The Center's name as a meeting site in publicity materials does not constitute an endorsement by The Center of the Client or the event.

Clients may not use The Center's logo in any promotional materials without permission from, and review and approval of the material by, The Center's Chief Operating Officer, Director of Communications or their written designate.

The Center will be held harmless for any and all damages and penalties arising from the improper use of copyrighted materials by any Client using space at The Center.

Attachments include *Code of Conduct*, *User Group Pledge of Non-Discrimination* and *Good Neighbor Pledge*.

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**Code of Conduct
Attachment 1**

General Statement

Everyone at The Center has the right to be treated with courtesy and respect, and the obligation to behave in a manner that is respectful and courteous and does not disrupt the operation of The Center and our staff offices in any way. Organizations that host events at The Center are responsible for monitoring and controlling the behavior of those attending their events.

Prohibited Behavior

Anyone engaging in any of the following behaviors will be asked to leave The Center for the day, and possibly be banned from the building.

- Possession, sale, or use of illegal substances
- Possession or use of weapons
- Sexual activity
- Public nudity
- Theft
- Vandalism
- Physical violence or threat of physical violence
- Any behavior that endangers the safety of any individual or group
- Distribution of alcohol to minors

Unacceptable Behavior

The following activities are against the rules of The Center. Engaging in them, particularly after being warned about them, could lead to being asked to leave for the day or potentially being banned from the building.

- Rude, discourteous, or raucous behavior
- Excessive "hanging out" when not attending a Center, SAGE or any other user group meeting or event
- Sexual harassment or inappropriate touching
- Use of CB radios, walkie-talkies, radios without headphones, or musical instruments
- Smoking
- Sleeping
- Leaving personal property unattended
- Sitting on the floor or staircases
- Use of electrical outlets without permission from the Information & Referral staff
- Removing furniture from meeting rooms
- Sexual or financial solicitation
- Use of inappropriate, discriminatory language
- Handing out non-Center literature inside the building
- Photographing or filming for other than personal purposes without permission
- Possession or consumption of alcoholic beverages unless served at an event and consumed in the space designated for the event
- Not following the direction of Information & Referral Staff

Enforcement

The Center's Information and Referral staff (I&R) is responsible for the safe and proper operation of the building; their directions and instructions are to be followed at all times, and the police will be called to remove any person who does not obey these instructions. Anyone who feels they have been treated unreasonably by the I&R staff, or other Center staff, may make an appointment at a later time to speak with Rob Wheeler, Chief Operating Officer.

____ (initial) I have read and agree to abide by The Center's Code of Conduct.

User Group Pledge of Non-Discrimination
Attachment 2

In consideration of the provision of space-for-fee at the Lesbian, Gay, Bisexual & Transgender Community Center, I represent and affirm that our group is non-discriminatory and does and will treat all individuals and groups equally without regard to actual or perceived race; creed; color; national origin; religious background or affiliation; gender; gender expression or gender identity; sex; sexual orientation; pregnancy; age; height or weight; alienage or citizenship status; past, present or future disability or condition, including physical (e.g. HIV/AIDS), intellectual (e.g. learning disability), or psychiatric; veteran or military status, marital or partnership status, or any other protected status in accordance with federal, state or local laws.

We recognize that respecting individual dignity, achieving equality and promoting intergroup harmony are the responsibilities of all people, including our group. We reject hatred and will not engage in acts or expressions of hatred directed to any person(s) or group(s). Our group will work in good faith to affirm and abide by these principles in all our activities and affairs.

I understand The Center reserves the right to revoke any use of its facilities by a user group in the event that such group fails to affirm or abide by these principles.

___ (initial) I have read and agree to abide by The Center's Pledge of Non-Discrimination.

Good Neighbor Pledge
Attachment 3

The Center is a busy hub of community activity located on a mostly residential street. It is very important that we maintain a positive relationship with our neighbors while continuing to provide a welcoming atmosphere for the people who come to The Center. Representatives of The Center attend community board meetings, block association meetings, and are in general in contact with leaders from the community regarding the impact of The Center on its neighbors.

As the Information & Referral staff communicate most directly with our public, they play a large part in the enforcement of the good neighbor campaign. As with everything, I&R assume a pro-active stance, attempting to address behavior prior to complaints being made. The Center expects that Clients and users will not conduct any activity that disturbs other occupants of the building or our neighbors. I&R will alert Clients when issues arise or it is otherwise warranted, or if another Client or a neighbor complains.

To minimize disruptions to other people in The Center and to people living nearby, Clients must follow these guidelines:

- If The Center determines that they are needed, two or more sidewalk ushers must be designated by Clients to monitor outside the building and make sure members/guests leave the premises quietly after events and do not congregate on the sidewalk in front of the building. Ushers must report at the beginning of the events to, and are under the supervision of, I&R.
- Whether or not designated sidewalk ushers are required, the leaders of every meeting and event are responsible for ensuring that their members and guests abide by the Good Neighbor Policy.
- Keep noise down and don't "hang out" in front of the building or on parked cars. Meet friends or say good-byes in the lobby or at the end of the block. To take a break outdoors during an event, use The Center's Garden.
- The front doors of the building, the doors from 101 to the Lobby, and the door from 101 to the Garden must stay closed when there are large gatherings or music in room 101.
- When large groups and/or events using amplified sound are booked in any room, the windows and doors of that room must remain closed.
- Music should be loud enough for guests to enjoy without disrupting groups meeting in the building or The Center's neighbors. Loud music travels easily and can be extremely disruptive. The Center reserves the right to determine when music is considered to be "too loud." Instructions by I&R to lower music volume must be followed. I&R staff are authorized to end events if sound control instructions are not followed.

___ (initial) I have read and agree to abide by The Center's Good Neighbor Pledge.