

# PLANO STAGES

POLICIES

AND

PROCEDURES

McCALL PLAZA

UPDATED JULY 2016

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## General Rules and Regulations

- Facility use (or “contract time”) is defined as the hours a Licensee will have access and permission to be on the premises for a booking. All activities related to the booking (deliveries, load in, rehearsal, tech, event, load out, cleanup, equipment pickups) must take place within the times listed on the Facility Use Agreement.  
Event time is defined as the specific times during a facility rental when the public/patrons will access the venue.
- Glass containers are not permitted at any time.
- Available hours for rental of the facility are 7a-12a, Event times must adhere to amplified audio hour restrictions.
- No items may be secured in any way to the canopy structure, fences, gates, rails or any other surface without Plano Stages approval
- All walkways and stairway must remain clear of obstructions and standing patrons at all times. Plano Stages may require Licensee to provide personnel to manage patrons standing in stairways.
- Consumption of alcohol outside of facility proper, including all parking areas, public right of ways, and other areas of 15<sup>th</sup> St., is prohibited.
- Plano Stages staff or an authorized representative shall have the authority to remove any person from the property for violating any regulations in this document, or other City laws, or for any behavior that threatens the facility, its staff, or other guests.
- Fireworks, open flames, decorations that may be flammable or combustible, smoke or fog generating equipment or apparatus, are prohibited.
- Patrons are asked to respect the grounds and their fellow patrons. All patrons are asked to engage in behavior that helps to ensure a safe and enjoyable environment for everyone. Patrons should observe the directions of security personnel and event staff.
- Staking into the grounds is never permitted under any circumstances
- During the contracted time, all clients must have a client representative on site at McCall Plaza.

### Noise

- Amplified sound is not permitted before 8:00am any day and cease by 10:00pm on Thursday-Saturday and 9:00pm Wednesday & Sunday. The Licensee shall be subject to the general prohibitions of the City’s noise ordinance. Plano stages reserves the right to determine the final maximum sound level.

### Parking

- Parking downtown is limited. Event organizers may be required to submit a detailed parking plan to the City which shall address the physical limitations of the site and the strategy the organizer will utilize to control the overflow of traffic. Parking is not permitted at any surrounding facilities without written consent, provided by the property owners, submitted to Plano Stages 48 hours prior to contract start. Licensee may be required to provide temporary signage directing patrons to any approved parking.
- Vehicles driven by event staff or crew are limited to what can fit into a standard parking space. Any vehicle too large must park off site per advance with the Plano Stages Production Coordinator.

### Capacity

- Maximum capacity for controlled access events on the 15<sup>th</sup> St. side of McCall Plaza is 250 patrons. Failure to adhere to this policy will result in the loss of privilege for use of this facility and may result in the immediate cancellation of event. ([see Exhibit B: McCall Usage Map](#))

## **Conduct**

- No commercial activity or solicitation is allowed in the plaza unless given written permission by Plano Stages management.
- Per Texas penal code Title 9. Chapter 42.
  - Use of abusive, indecent, profane, or vulgar language and/or language by its very utterance tends to incite an immediate breach of the peace in McCall is prohibited
  - Use of offensive gestures or displays in McCall Plaza is prohibited

## **Clean up**

- Unless otherwise specified in the licensee's contract, cleanup of the stage, stage house, grounds and parking area shall be the responsibility of the licensee. The parking area includes any public right of way, or any public or private property that is on or adjacent to areas where patrons parked for event. Clean up activities shall be completed by the end of the contracted time. The licensee shall submit a \$200 security/cleaning deposit to the City which will be forfeited if the licensee fails to clean-up the premises after its use. If the actual costs to clean-up the premises incurred by the City exceeds the \$200 deposit, the City will bill licensee for the additional costs.

## **Food and Beverage**

- All Food Vendors must have a City of Plano Health Permit. If there are questions regarding compliance, please contact the Health Department at 972-941-7413. Plano Stages will require a copy of the Temporary Food Service Permit to be on file prior to event. Per Health Code, the food preparation/serving area must have a fire resistant overhead covering and a hard surface floor. Tents 200 square feet with sides or 400 square feet without sides must obtain a permit from Building Inspections Department, 972-941-7440. A certificate of retardancy is required for tent 200 square feet and larger. Staking into the ground is prohibited. Be prepared to weight tents with barrels filled with water, sand, or concrete. Power and water sources are limited. All vendors will need to clean up their own station. Any spills will need to be cleaned. The vendors should clean all leftover food. Plano Stages will determine any deposits and cleaning deposits based off of the Rental Application.
- To have alcohol sales/consumption, an event must have controlled access and require some form of nontransferable credential (stamp, wrist band, etc....) approved by Plano Stages in advance. Consumption and possession of alcohol will be limited to within the controlled access area.
- All applicable permits and licenses are the sole responsibility of the Licensee or Licensees representatives. Catering will be allowed when permits are obtained and copies of licenses and permits are provided 48 hours prior to the event. Plano Stages management reserves the right to suspend or deny service at any time.
- Management must approve any use of alcoholic beverages in a Plano Stages venue. Use of alcohol must be in strict compliance with the Alcoholic Beverage Code of the State of Texas and the Zoning Ordinances of the City of Plano. Plano Stages requires a City of Plano police officer and/or hired security at events where alcohol is present, sold, or free. Plano Stages management and Plano Police Department will determine the number of officers required. The additional cost will be passed on to the Licensee.
- Request for alcoholic beverages to be sold must be made a minimum of 30 days prior to the event. Any TABC- licensed provider may be used for alcohol sales; however, Plano Stages will need on file a copy of providers TABC license and insurance prior to provider being allowed on the premise.
- The Plano Stages' staff and the City of Plano reserve the right to require that the Licensee suspend the provision of alcoholic beverages to their guests.

## **Security**

- The licensee shall assume the cost of event security. Plano Stages staff will determine the number of security personnel required for each event. Security will be scheduled and coordinated exclusively through Plano Stages.
- City of Plano requires the presence of City of Plano Police Officers. The Special Events Sergeant will determine the number of officers and the cost will be added to the contract.
- Plano Stages may require performers/staff to wear backstage pass credentials, will be determined during the advance of the event.

## **General Production**

- Plano Stages staff must approve any modifications to the light plot, sound system, or rigging, prior to load in, and a fee may be applied to the modification.
- Plano Stages staff will perform any and all physical modifications to the light plot, sound system, or rigging.
- All staging, rigging, electric, and sound plots must be approved by the management of Plano Stages before load-in. Any set-up deemed unsafe by the management of Plano Stages must be modified to meet management's satisfaction. The Licensee is responsible for the cost of any such modification.

## **Staffing**

- A Plano Stages Event Supervisor will be present at all times of occupancy. The Event Supervisor will not be part of any running crew. The cost of any additional staffing will be billed to the Licensee.
- All additional labor must be requested. Adjustments to staff schedules may be changed up to ten (10) days prior to the start of the event. All staffing is subject to availability.
- Additional staffing will be on site a minimum of ninety (90) minutes before the start of the event time.
- All labor has a four (4) hour minimum for each individual.
- Meals and breaks must be scheduled into work calls. One fifteen (15) minute break must be given every two (2) hours. Meal breaks are thirty (30) minutes, and one (1) must be given every six (6) hours in a call six (6) hours or longer.
- The management of Plano Stages will be the sole arbiter for the amount of labor necessary for the rental of any Plano Stages venues.

## Booking Policies

In determining approval of an application to use McCall Plaza, the following criteria may be taken into consideration:

- Nature and character of the proposed event
- Character and financial condition of the applicant (the City shall reserve the right to request financial statements and references)
- Demonstrated ability of the applicant to properly and professionally manage the proposed event
- Potential risk of damage to the facility resulting from the event or general public.
- Booking Policies
- Availability of space and resources
- Past event data, both within City of Plano facilities as well as external locations

All potential licensees shall complete an application for use in order to be considered for booking. If the application is rejected, the applicant will be notified in writing. The reason(s) for rejection will be stated. If the application is approved, a “hold” for a particular date(s) at the facility will be in effect for 2 weeks. During such time the following will be required:

- Signed facility use agreement
- Deposit consisting of the full Facility Use Fee and security/cleaning deposit, as well as 50% of the estimated event expenses

A hold does not constitute a binding agreement for a licensee to use McCall Plaza

If the two week hold expires without Plano Stages receipt of both the signed facility use agreement and the full required deposit, the hold on the date(s) will be removed from the calendar without written notification.

No oral agreements for use of the facility shall be considered valid. No reservation will be regarded as binding unless a facility use agreement has been completed, and signed with the required balance paid. Any Licensee with an outstanding balance may not book additional dates until the balance is paid.

Bookings are subject to a Rental Application process. McCall Plaza will book events no earlier than one year in advance.

All facility rentals are a maximum 10 hour block. If more time is required, it may be coordinated during the application process and included in the contract with additional fees.

All activities in the facility must be kept within the times listed on the facility use agreement. This time will include any

- load-in
- rehearsal/sound check
- event times
- post-show activities
- load-out

As well as any other activities that the event will need access to the venue. Please schedule accordingly. If a Licensee has not vacated the facility by the designated out time in the Facility use agreement, that Licensee will be subject to additional fees.

Plano Stages reserves the right to limit the number of events held at McCall Plaza in any given month.

### **Classification of Clients:**

#### HDPA

This category of client refers to the organization called the Historic Downtown Plano Association. Individual members of the HDPA do not qualify for this classification.

#### Commercial/Private Client/Non-profit

This category of client includes all other entities, and all private individuals utilizing a Plano Stages venue. Commercial/Private/Non-profit clients will pay the commercial rental rate.

### **Booking Priority**

#### Management Held Dates

The Venue Supervisor reserves the right to block out any date, or dates, it deems necessary for any reason including, but not limited to, maintenance, training, or venue sponsored events. Such blocking of dates may occur at any time during the fiscal year.

#### Open Reservation

Open Reservation consists of two (2) types – Tentative Reservation and Confirmed Reservation.

- A Tentative Reservation (or “hold”) shall be held for two weeks from the time a facility use agreement is drafted. If the booking is not changed within the two week time period to “Confirmed,” the dates will be released without notification. This category is subject to the Challenge process.
- A Confirmed Reservation is one in which Plano Stages has received a fully executed contract, and required deposit within (14) fourteen days of the clients receipt of the contract.

#### Challenge Process

When a prospective Client (*Client B*) wants to reserve a date(s) that is tentatively booked, *Client B* may request a second hold be placed on that date thus reserving that date if *Client A* does not fulfill the requirements of the tentative category. Also *Client B* may issue a challenge to *Client A* holding the date(s) in question. When a challenge is issued, the Venue Supervisor will contact *Client A* and announce that *Client B* is seeking the same date(s), and that *Client A* must enter into a contract within three (3) business days from the announcement, or the date (s) will be given to *Client B*. If *Client A* does not meet the challenge requirement, *Client B* will be required to enter into a contract within three (3) business days after notification. If a contract is not completed within three business days, the date (s) reverts back to *Client A*.

### **Booking Cancellation**

Any client desiring to cancel the contract will notify the management of Plano Stages in writing and forfeit their deposit as listed in the “Terms and Conditions”.

## **WEATHER**

Plano Stages management reserves the right to cancel an event or activities, and close the facility due to weather including but not limited to:

- Winds exceeding 40 miles an hour
- Lightning- within 10 miles of McCall Plaza
- Persistent heavy rain
- Snow/ Ice
- Tornado Watch
- Severe Thunderstorm watch

Depending on the nature of the weather, there could be an option to halt activities to see if the weather will pass. This decision will be made by the highest ranking Plano Stages staff person onsite. If there is no chance of resuming activities, the event will be cancelled by the highest ranking Plano Stages staff person onsite.

- If the event has held more than half of the time listed on the facility use agreement, it is considered to be a complete event and no make-up date will be scheduled;
- If the event has held less than half of the time listed on the facility use agreement and the event is cancelled by the highest ranking Plano Stages staff person onsite, then every effort will be made to organize a make-up date. The rental costs will be transferred to the make-up date, but any additional costs will be passed on to the Licensee. All other vendor costs and organizing of the event will be handled by the Licensee;
- If the Licensee chooses to cancel the event due to weather without Plano Stages staff consent, then the full cost of the event is considered the responsibility of the Licensee.

## **Base Venue Rental**

McCall Plaza base rental includes:

- Access to the McCall Plaza stage and designated plaza area
- Main Public Address system as outlined in the Technical Specifications (available on the Plano Stages Website).
- The lighting system with a basic light plot and lighting console. The light plot consists only of front wash to cover the most active area of the stage.
- Event Supervisor will be on site during all contracted scheduled times. The Event Supervisor does not operate consoles or act as stage crew.

Full access to the facility will be provided during the contracted times on the facility use agreement. This time will include event load-in, rehearsal, preshow preparations, event times, post-show activities, load-out, and any other activities that the event will need in the venue. Please schedule accordingly. Event time is defined as the times that the event will have an audience.

## **EQUIPMENT NOT IN BASE RENTAL**

### **Plano Stages Owned Equipment**

- Plano Stages has an inventory of equipment not included in the base rental package. Please see Exhibit C- the Published Rate sheet for inventory and charges.
- To reserve equipment, said equipment must be listed on the contract and be approved by the management of Plano Stages.
- If equipment has not been reserved and is available during the rental period, the Licensee may use equipment at the published rate.
- Any equipment on the inventory may become unavailable, at which time the management of Plano Stages will inform the lessee and a solution will be arrived at by both parties.

### **Other Equipment**

- Any equipment required for the event other than what is listed in the inventory shall be the responsibility of the Licensee.
- Plano Stages staff must approve any equipment provided by Licensee.

**Insurance**

1. **Insurance.** Lessee shall procure and maintain, during the term of this agreement. Insurance requirements are as follows and can be obtained through any major insurance company as special event insurance:

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a. Premises/Operations b. Products/Completed Operations c. Independent Contractors d. Personal Injury e. Contractual Liability	\$1,000,000 each occurrence, \$1,000,000 general aggregate;  Or \$1,000,000 combined single limit	City to be listed as additional insured  City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Pools.
2. Business Auto Liability	As required by State of Texas	
3. Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each	City to be provided a waiver of Subrogation.

The *City of Plano its' officers, officials, employees, boards and commissions, agents, and volunteers* are to be shown as Additional Insured. The insurance carrier of this policy must be licensed to do business in the State of Texas. The policy should contain a 30-day written notice of cancellation. The address for the certificate is **City of Plano, P O Box 860358 Plano, TX 75086-0358.**

**Capacity Management**

Plano Stages reserved the right to enforce the venue's capacity with any of a variety of standard industry practices. The following policies serve to ensure the safety and size of audiences at a controlled access McCall Plaza event.

- Each event shall have a capacity of no more than 250 individuals at any given time.
- All events selling or serving alcohol must enforce some variety of controlled access or credentialing for attendees.
- Plano Stages reserves the right to designate an event as "No re-entry"

**Front of House**

- Plano Stages staff must approve the posting of any material in the public spaces of the venue.
- Plano Stages is not responsible for items left in any part of any venue.
- Ticketing is the sole responsibility of the Licensee, unless otherwise stated in the facility use agreement.
- Licensee shall not sell and or admit numbers larger than the occupancy capacity.
- All events must open audience access a minimum of thirty minutes prior to the beginning of event.

## Exhibit A- Fees and Extra Equipment

McCall Plaza

Wednesday-Sunday

Commercial/Private/Non-Profit	Plaza Rental (10 Hour Max)	\$400
	Event Supervisor Per Hour (4hr minimum)	\$17

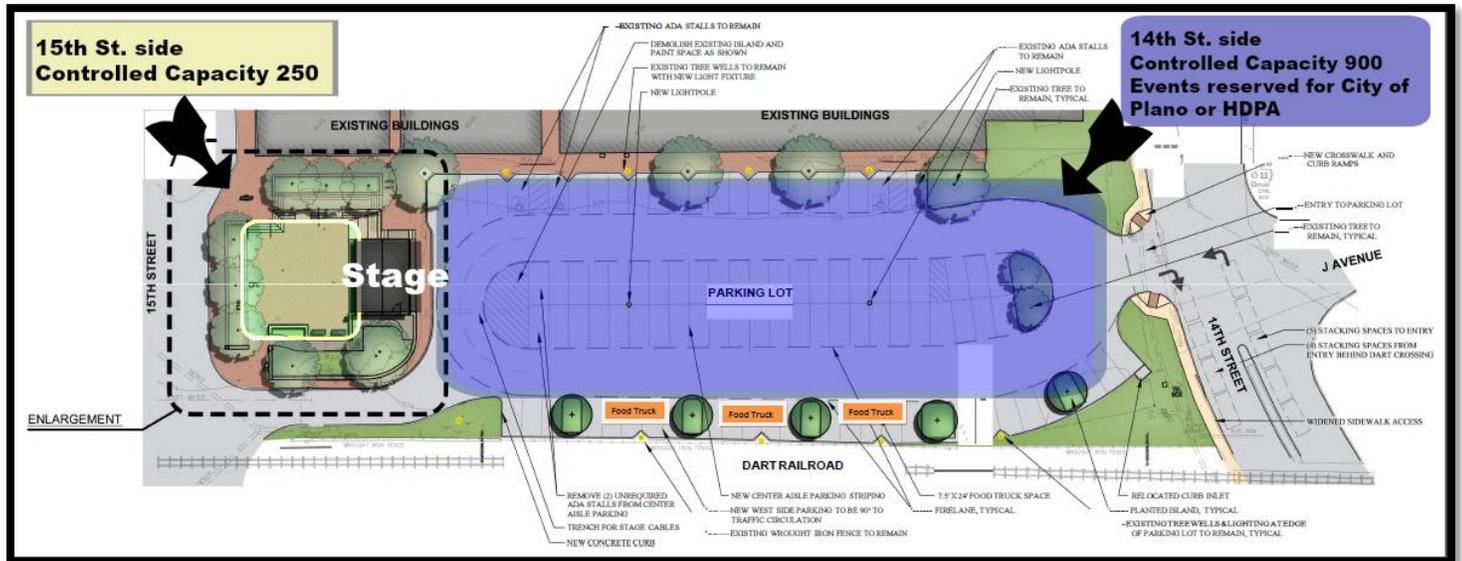
*\* A fee of \$250 will be added for every 30 minutes past contract times*

*\*\*A fully refundable security deposit of \$200 is required for all contracts*

Other Fees		Rate
Technical Staff	Per Hour (4 Hour Minimum)	\$17
Event Security	Per Hour (4 Hour Minimum)	\$15
Onsite Custodial	Per 4 hour block	\$300
Off Duty Police	Per Hour (4 Hour Minimum)	\$68

## Exhibit B- McCall Usage Map

*NOTE-The 14<sup>th</sup> Street side performance area is only to be reserved by the City of Plano or HDP A proper. City of Plano can reserve up to 4 events during a calendar year and HDP A can also reserve 4 events during a calendar year.*



# Exhibit C- Food Truck Policy and Map

City of Plano Environmental Health Department  
1520 K Avenue, Suite # 210  
Plano, TX 75074  
Phone: (972) 941-7143 Fax; (972) 941-7142

## **MOBILE FOOD VENDOR GUIDELINES**

The Plano Environmental Health Department currently performs inspections and permitting of mobile food vendors each Wednesday by appointment. Mobile food vendors include hot trucks, prepackaged/catering trucks and ice cream trucks/push carts.

All permits are valid for one year, are not transferable and must meet and maintain all requirements of the Mobile Food Vending Permit. At this time, we do not permit trucks with trailer attachments, mobile carriers that do not have commercial equipment installed and vehicles that have been altered to serve as hot trucks.

Once permitted, Mobile Food Vendors are not allowed in City Parks, Recreational Centers or on school property (Plano Code of Ordinances, Sec. 11-143) and must comply with all other applicable City ordinances (no sales from City streets or Rights of Way (ROW)). If you wish to operate on private properties or at a private business you must contact that business for permission and be in compliance with the City's Itinerant Vendor requirements (Plano Code of Ordinances, Sec. 11-156), refer them to Building Inspections Department for that permit. Mobile Food Vendors are subject to inspection any time the vehicle is stopped and serving the public. Violations of the permit requirements are subject to corrective action up to and/or including, discarding of food products, revocation of the permit and fines. Those persons found operating in the City of Plano without a valid permit are subject to fines up to \$2,000.00.

Following are the rules and regulations specific to the type of vending you are interested. If there are any questions or to schedule an appointment please contact the Environmental Health Department at 972.941.7143.

### **FULL SERVICE/HOT /"GOURMET" TRUCKS**

Units must present the following documentation at the time of inspection:

1. Valid Certified Food Manager certification for at least one individual operating on the truck.
2. Food Handler cards for all other persons handling food.
3. Proof of insurance for the vehicle.
4. Current registration and inspection.
5. Signed and notarized commissary letter.
6. Valid driver's license.
7. Completed application.
8. Cash, check, money order, or credit card for permit fees.

Units must meet the following minimal requirements to be considered for permit:

1. Name displayed on at least two sides of the vehicle. (Lettering must be at least three (3) inches.)
2. Internal thermometers for all hot hold and cold hold units.
3. Long stem thermometers to check internal temperatures of food products.
4. Hand washing facility with hot and cold running water.
5. Properly installed and properly operating retention tanks (plugs must be in place).
6. Proper storage of chemicals, away from food products and equipment.
7. Clean vehicle with proper overhead covering.
8. All raw food products must be stored below all cooked or ready to eat products.
9. All raw chicken products, including eggs, must be stored on the lowest shelf.
10. All leftover food products must be stored at the commissary with proper date marking and under proper temperature control or must be discarded.
11. All hot hold items must be held at 140 degrees Fahrenheit or above at all times.
12. All cold hold items must be held at 40 degrees Fahrenheit or below at all times.
13. Full Service/Hot/Gourmet trucks are not allowed in parks, recreational centers or on/near school property

The items mentioned are only minimal requirements, a thorough inspection of the vehicle, food products, cleanliness, hot and cold storage, and documentation including vehicle schematics (plans) will be performed before being considered for permitting.

### **PREPACKAGED/CATERING TRUCKS**

Prepackaged/Catering Trucks must present the following documentation at the time of inspection:

1. Proof of insurance for the vehicle.
2. Current registration and inspection.
3. Signed and notarized commissary letter.
4. Valid driver's license.
5. Copy of manufacturing license from vendor supplying food products.
6. Complete application.
7. Cash, check, money order, credit card for permit fee.

Prepackaged/Catering Trucks must meet the following minimal requirements to be considered for a permit:

1. Name on at least two sides of the vehicle in at least three (3) inch lettering.
2. Internal thermometers provided for hot hold and cold hold units.
3. All food products must be properly packaged & labeled.
4. Restaurant food is not allowed unless the restaurant has the proper food manufacturer's permit and is properly packaged & labeled.
5. All chemicals must be stored and labeled properly and away from food products.
6. Food storage area must be clean.
7. Prepackage/Catering trucks are not allowed in parks, recreational centers or on/near school property

Ice Cream Trucks must present the following documents at the time of inspection:

1. Proof of insurance for the vehicle.
2. Current registration and inspection.
3. Valid driver's license.
4. Complete application.
5. Cash, check, money order, or credit card for permit fee.

### **ICE CREAM TRUCKS**

Ice Cream Trucks must meet the following minimal requirements to be considered for a permit:

1. Name on at least two sides of the vehicle in at least three (3) inch lettering
2. Internal thermometers must be present in all freezer units and must measure zero (0) degrees Fahrenheit.
3. Freezer units must be commercial and NSF, ANSI or equivalent approved.
4. All items sold must be prepackaged and properly labeled.
5. All items sold must be purchased from a permitted facility.
6. Vehicle must be clean inside and out.
7. Music can only be played between the hours of 8:00 A.M. and 8:00 P.M.
8. Dry ice may be used to help maintain proper freezing temperatures.
9. Ice cream trucks are not allowed in parks, recreational centers or on/near school property.

### **PUSH CARTS**

Push carts must meet the following requirements:

1. All items on push cart must be prepackaged and properly labeled.
2. Name must appear on at least two sides of the cart in at least three (3) inch lettering.
3. Thermometers must be placed inside cart to verify cold hold of zero (0) degrees Fahrenheit or below.
4. Provide a copy of valid identification for cart operator.
5. Push carts are not allowed in parks, recreational centers or on/near school property.
6. Complete application.
7. Cash, check, money order, or credit card for permit fee.

## **SNOW CONE TRUCKS**

Snow Cone Trucks must present the following documents at the time of inspection:

1. Food handler cards for all persons handling food.
2. Proof of insurance for the vehicle.
3. Current registration and inspection.
4. Valid driver's license.
5. Complete application.
6. Cash, check, money order or credit card for permit fee.

Snow Cone Trucks must meet the following minimal requirements to be considered for a permit:

1. Name on at least two sides of the vehicle in at least three (3) inch lettering.
2. Internal thermometers must be present in all freezer units and must measure zero (0) degrees Fahrenheit.
3. Freezer units must be commercial and NSF, ANSI or equivalent approved.
4. Hand washing facility with hot and cold running water.
5. Properly installed and properly operating retention tanks (plugs must be in place).
6. All items must be properly labeled.
7. All food items must be purchased from a permitted facility.
8. Vehicle must be clean inside and out.
9. Music can only be played between the hours of 8:00 A.M. and 8:00 P.M.
10. Snow cone trucks are not allowed in parks, recreation centers or on/near school property.

