

Contract Agreement - Rules and Regulations

I. LESSEE RESPONSIBILITIES

A. Contract

A 50% deposit of the total rental agreement will be required at contract signing in order to secure requested date(s). The remaining 50% balance (or final payment) along with any additions/revision payment will be due 60 days prior to the event. Final payment must be paid by due date or a 10% late charge or (\$25.00 maximum) will be administered. A twenty-five dollar (\$25) fee will be charged for all returned checks as provided by City of Statesville Service Policy Manual. Discover, MasterCard, VISA, and Diners Club International Debit/Credit Card payments are accepted in person at the Statesville Civic Center office.

All events booked within 60 days of the event date will require (100%) full payment (money orders/cash, certified checks, or Credit/Debit cards in person only) at the time of the booking in order to secure the requested date(s) and is non-refundable.

B. Cancellation

A \$25.00 administration fee will be required to transfer and/or cancel reserved dates.

Notification to cancel your contract must be submitted 60 days prior to the event date. A NOTICE of CANCELLATION form must be signed and completed to release the reserved date. Upon cancellation, one half or (50%) of the deposit will be refunded, minus a \$25.00 administration fee.

If full payment has been made and cancellation notice is given 60 days prior to the event date, 50% of the deposit and the full 50% final balance paid, minus the \$25.00 administration fee is refundable. No refunds will be processed for any cancellations made less than 60 days prior to event. The Event Center reserves the right to cancel any rental that has an unpaid balance within 60 days of the rental date.

C. Rental to Minors

Parents or guardians must sign the contract for persons under 21 years of age. Groups with minors must have one (1) adult chaperone for each 25 youth attending the event. Also, any child under the age of 12 must be accompanied by a parent/guardian to events at the Event Center. The staff is not responsible for childcare or transportation arrangements for children.

D. Alcohol Agreement & ABC Permits

Any renter intending to serve or permit the consumption of alcoholic beverages during an event at the Statesville Event Center is required to complete and submit an *Alcohol Agreement Form* and remit a non-refundable alcohol service fee of \$100. Beer and wine provided at events free of charge will be covered under the Event Center's ABC permit. No additional permit or fee will be required of the renter in these cases.

If a renter intends to provide complimentary liquor at their event, they must complete the *Application for Use of the Statesville Event Center Limited Special Occasion Permit*, which will be provided by Event Center staff. The application must be notarized, and the renter is required to pass a background check as part of the approval process. A non-refundable administrative fee of \$50 is due at the time of application submission.

Renters are required to obtain their own permit from the North Carolina Alcoholic Beverage Control (ABC) Commission if any alcohol will be sold at their event or if the event is ticketed and alcohol is being distributed. The Statesville Event Center will provide the appropriate *ABC permit Application*; however, it is the sole responsibility of the renter to complete and submit the application directly to the North Carolina ABC Commission, along with the required \$50 permit fee. Approval of the permit is subject to the rules and regulations of the NC ABC Commission, and failure to obtain the necessary permit may result in the prohibition of alcohol service at the event.

Security officer(s) will be required for any event with alcohol present. ☒ Also, see Safety/Security in section IV.

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If the Statesville Event Center's ABC Permit is suspended or revoked in whole or in part, or the Lessee is fined or otherwise sanctioned by the ABC Commission, because of an act or omission by the customer, or an exhibitor of the customer, customer shall indemnify the Lesser for ALL claims, losses, damages and expenses, including reasonable attorney's fees, incurred by the Lessee due to such suspension, revocation, fine or sanction (except to the extent caused by the sole negligence or willful misconduct of the Event Center).

E. Kitchen Use and Clean up Obligations

All caterers (professional and individuals) must sign-in upon arrival and sign-out with staff inspection approval upon departure. All items must be removed after event unless prior permission was granted. A checklist of cleanup duties is as follows:

1. Any equipment used must be signed-out with staff
2. Refrigerator door should stay closed when not in use
3. Countertops should be wiped down
4. Heating oven must be cleaned, including trays
5. Any tray or dish that is hot must have a hot plate
6. Sinks should be cleaned; all food residue should be removed
7. Steamers are to be emptied after use
8. Dishwasher should be drained and the filter cleaned
9. Garbage receptacles should be emptied in designated dumpsters
10. No food supplies are to be left in coolers, unless approved by staff
11. Please sweep and mop floors
12. Serving tables should not block any exit doors or hallway space for safety reasons

With staff permission, an outside area will be designated for special food preparation. Lessee is responsible for covering concrete/grass area with plywood to avoid damage. (At NO time will cookers or food preparation be allowed on dock area). At no time will food be served in the service corridor. This is to be used only by caterers, or event personnel to load /unload and Event Center Staff.

F. Violation of Rules and Regulation

All persons, groups, lessee, etc. guilty of violating facility rules and regulations or exhibiting disruptive behavior will be asked to leave. The use of noisemakers or laser pointers is considered disruptive behavior. *Damage-* the Lessee is responsible for any and all damages to equipment or the facility caused by employees, subcontractors, guests, or any other person admitted to the facility by Lessee. Lessee will pay sum equivalent to restoration/repair costs to Statesville Event Center or make restoration/repair to the Center's satisfaction.

II. FACILITY OPERATIONS

A. Rental Cost

Room rental fees (varying prices found on rate sheet) include utilities, normal maintenance and use of equipment, chairs, tables, podium and ice. Additional rental fees are charged for linens and skirting, pipe and drape, A/V equipment, dance floor, kitchen, stage, and portable bar (varying prices found on rate sheet). The Event Center does not provide accessories such as scissors, tape, staples, pens or pencils. Please bring any items needed for your event.

1. Rental Information:
 - a. Seating capacities do not take into account the addition of a stage, dance floor, or bar
 - b. Rental fees include a 10-hour block between the hours of 7:00am-10:00pm
 - c. Hallway is only included in Entire Building rentals
 - d. Multi-day (two days or greater) conferences, trade shows, or other vendor-related events will receive a set-up day at no additional cost.

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B. Rental Add-Ons

1. Equipment Rentals (varying prices found on rate sheet)
2. Kitchen Fees (varying prices found on rate sheet)
3. Drink Service (varying prices found on rate sheet)
4. Event Security (see part B of section IV)
5. Alcohol Permitting (see part D of section I)
6. Permanent Tenant Rate: \$50 per meeting with an annual lease agreement of monthly meetings (must have a minimum of 12 meetings); subject to availability
 - a. Rate only applies to:
 - i. Media, F, G, or combination of F & G
 - ii. Two-hour rental maximum
 - iii. Monday through Friday only

C. Additional Fees

1. Late Night Fee (10:00pm-11:00pm): \$300
2. Hourly Rental over the 10 hour block: \$100/hour
3. Day Before Set-Up (2:00pm-8:00pm): \$100/hour
 - a. Only for Great Room or Entire Building Rentals
 - b. Excludes wedding events
 - c. Minimum of 3 hours
4. Day-of event layout changes: \$100

D. Power Source

Power sources for DJ or bands will be standard 110 power. With approval from Event Center management, lessee may hire electricians at the cost of lessee to connect to 220 power source and to unhook from source.

E. Lost or Stolen Property

Items found before, during or after an event should be turned into the Administrative Office. Item(s) will be held for 30 days. After 30 days, any item will become the property of the Event Center and will be disposed of properly. The Event Center is not responsible for any lost or stolen merchandise or property. Lessee will be charged if any property of the center is stolen during the event.

F. Decoration & Clean up

1. Please do not nail, tape, stick, tack, staple or hang any decorations to wall, doors, or columns in the rooms.
2. The following items are prohibited from the exterior/interior of building:
 - a. Confetti, glitter, bird seeds, and rice
 - b. Double sided tape and duct tape
 - c. Water balloons
 - d. Propane tanks
 - e. *TRADE SHOWS/SALES* -Must provide liners/mats when using dirt, soil, sand or water (Must be approved)
3. No personal helium tanks are allowed in the center. If helium balloons are used, they must be blown up prior to arrival or they must be blown up outside the building. All balloons must be removed at the end of the event.

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4. All candle wicks must be enclosed in glass – votive, tea lights-floating or hurricane type containers are recommended.

5. *Lessee is responsible for removing all foodstuffs, trash, or equipment left in building to the outside dumpster.* (All trash must be removed from tables). Lessee must remove everything brought in immediately after the event. The Event Center reserves the right to move and dispose of items and charge lessee a clean up fee, etc. at a rate of \$20/hr per staff. You will be expected to follow the clean-up steps below:

- a. All tables should be cleared of all food, paper products, trash, decorations, etc.
- b. Any items on floor should be picked up and disposed of in the trashcans in your room
- c. Report any spills immediately to Event Center staff
- d. All cardboard must be broken down and put in cardboard dumpster
- e. Lessee must remove all items brought in to decorate immediately after the event

6. Lift Service Agreement: there will be a \$50 per hour fee (minimum of 1 hr. charge) for any individual, organization or decorator who requires the use of our lift to hang any décor. Only Statesville Event Center staff can operate the lift, and no individuals will be allowed in the lift. This service must be scheduled at least two weeks in advance of the event date and a specific beginning time arranged. The hourly fee will include both the time required to hang all items and the time needed to remove them after the event concludes. The removal of all items must be completed by 10:00pm unless the lessee pays for the Late Night Fee (10:00pm-11:00pm), then removal of all items must be completed by 11:00pm. If a client hires a decorator and the decorator requires the use of the lift, then the decorator will be charged for the service. If the time required to hang and/or remove the items exceeds the pre-arranged agreement; the client and/or decorator will be required to pay for the additional time needed immediately.

G. Smoke Free

The Statesville Event Center is a smoke free facility. Patrons wishing to smoke must use designated smoking areas outside of the building.

H. Noise Level

Music should not disrupt or interfere with other events. DJ, Band, or entertainment should set equipment, system, etc. at an appropriate level not to exceed 80-90 decibels. This should prevent noise level from exceeding the pressure of the wall partitions. Management will determine if a buffer zone is needed.

I. Closing Time

Lessee must evacuate the facility based on specific times noted on the contract. If lessee needs more time, he (she) must contact us in advance for scheduling purposes. The facility closes at 10:00pm, unless the lessee pays for the Late Night Fee (10:00pm-11:00pm), and all applicable clean-up must be completed and all persons out of the facility by 10:00pm (or 11:00pm).

III. ITEMS PROHIBITED

A. Selling of Goods or Merchandise

Approval must be received from Event Center management to sell any tickets, goods or merchandise. A Special Event Approval Form must be completed.

B. Games of Chance

Games of chance are prohibited. This does not apply to games that award prizes when there is no charge for participation.

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C. Athletic Events

Contact sports and activities are prohibited. This includes tournaments, games, matches, etc.

IV. SAFETY AND SECURITY

A. Firearms and Weapons

Weapons of all kinds are prohibited with the exception of local, state, and federal law enforcement officials and approved public demonstrations.

B. Security Officers

A Security officer/s is required by the Event Center for any events serving alcohol, events held for youth with over 100 attendees, or at the discretion of the Statesville Police Department. The lessee will be responsible for any monetary compensation required for this service which must be paid in full at least 60 days prior to the event. Event Center Staff will distribute monetary compensation to the officer/s upon their arrival. The officer/s will sign-off that payment has been received. The officer/s must remain on the Event Center property for the duration of the event as listed on the contract. Lessee must compensate the officer/s at a rate of \$40 per hour for a minimum of 3 hours.

Event Center Staff will contact the Statesville Police Department to schedule the officers for each event.

C. Fire Marshal

If the local Fire Marshal determines that a member of the Fire Marshal's staff must be present at your event in accordance with North Carolina State Fire Code, then you shall pay them directly before your event.

D. Animals or Pets

Except for certified service animals, and except for animals used as part of a Event Center-approved exhibit or activity, no animals or pets are permitted in the Event Center.

E. Inclement Weather

Rentals cancelled by the Event Center due to inclement weather (including but not limited to ice, snow, or hurricanes) will receive either a credit toward a rescheduled date or, at the client's request, a full refund. Notice of cancellation by the Event Center will be provided as soon as reasonably possible, but no later than 24 hours prior to the scheduled event start time, unless weather conditions worsen unexpectedly.

If a client elects to cancel an event due to inclement weather when the Event Center has not officially closed the facility, a partial refund will be issued according to the following schedule: cancellations made 48 hours or more prior to the event will receive a 50% refund of rental fees; cancellations made within 48 hours of the event are not eligible for a refund, though the Event Center may, at its discretion and based on availability, offer to reschedule the event.

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V. ACKNOWLEDGEMENT OF CONTRACT

The Lessee by signing this Contract agrees that they have read and understand all Rules and Regulations as stated above for renting restrictions of said premises. Lessee is responsible for any and all claims, damages, or accidents arising from Lessee's use of the facility and agrees to hold harmless the City of Statesville, its agents, representatives, employees, officials and volunteers from any such action or damages. The Lessee also understands that violation of this agreement is subject to fines, suspension from the facility or prosecution.

Lessee Signature

Lesser Signature – Event Center Staff

Date

Date