

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 30 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 30 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 in writing 90 days prior to the event date. A NOTICE of CANCELLATION form must be signed and completed to release the reserved date and one half or (50%) of the deposit paid less a \$25.00 administration fee will be refunded.

If full payment has been made and cancellation notice is given 90 days prior to the event date, 50% of the deposit and the full 50% final balance paid, less the \$25.00 administration fee is refundable. No refunds will be processed for any cancellations made less than 90 days prior to event.

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 Civic Center. The staff is not responsible for childcare or transportation arrangements for children.

D. ABC Permits (Alcohol Beverage Control)

An ABC permit is not required for beer and wine, but is required for liquor. The Civic Center will provide application for permit and must receive a copy of ABC permit (\$50) at least thirty (30) days prior to scheduled event. A minimum of one security officer will be required for any event with alcohol present. ☒ Also, see Safety/Security in Section Four.

Alcohol will not be permitted at an event held in honor of a minor or any youth-themed event. A minor is defined as anyone under the age of 21 years old. Events held for a minor include a birthday party, Sweet Sixteen party, Quinceanera, graduation party, wedding/reception or any other event specifically honoring anyone under the age of 21 years of age.

If the Statesville Civic 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 Civic 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

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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 residues 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 director
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 Civic Center Staff.

G. Eligibility for Non-Profit Rate

Any group/user requesting the non-profit rate must provide a copy of their NC 501(C)(3) status or Tax Exception status to the Civic Center. The group is not eligible without this information. Non-profit rates are Sunday through Thursday only.

H. 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 Civic Center or upon approval of the Civic Center; lessee may restoration/repair to the Center's satisfaction. Restoration/repair shall be made in a timely manner no to exceed 14 days from the event date.

II. FACILITY OPERATION

A. Rental Cost

Rental fee includes utilities, normal maintenance and use of equipment including chairs, tables, white linens, podium and ice. Additional rental fees are charged for A/V equipment, dance floor, kitchen, stage, and registration hall. The Civic Center does not provide accessories such as scissors, tape, staples, pens or pencils. Please bring any items needed for your event.

B. Power Source

Standard 110 power is located throughout the Civic Center on wall outlets and in certain locations within the floor. With approval from Civic Center management, the lessee may connect to the 220 power source that is located behind room C for use by bands.

C. Lost or Stolen Property

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

D. 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

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- 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.
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. Civic 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 Civic 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 \$20 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 Civic 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 12:30am. 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.

E. Smoke Free

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

F. 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.

G. 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 12:30am and all applicable clean-up must be completed and all persons out of the facility by 12:30am.

III. ITEMS PROHIBITED

A. Selling of Goods or Merchandise

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

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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.

C. Athletic Events

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

IV. SAFETY AND SECURITY

A. Fire Arms and Weapons

Weapons of all kinds are prohibited with the exception of local, state, and federal law enforcement officials and approved public demonstrations. Weapons or Gun show promoters will be required to provide the City of Statesville with a copy of their liability insurance, with the City of Statesville named as an additional insured. The copy must be submitted 14 days prior to the event date.

B. Security Officers

A Security officer/s is required by the Civic Center Management for any activities serving alcohol or with large crowds. The lessee will be responsible for any monetary compensation for this service which must be paid in full with cash only at least 30 days prior to the event. Civic Center Management will hold the cash payment until the event date and will distribute it to the officer upon their arrival. The officer/s will sign-off that payment has been received. The officer/s must remain on the Civic Center property for the duration of the event as listed on the contract. Lessee must compensate the officer/s at a rate of \$30 per hour for a minimum of 3 hours.

Civic Center Management 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 the lessee shall pay them directly before your event. They will be compensated at a rate of \$30 per hour for a minimum of 3 hours.

D. Animals or Pets

Except for Seeing Eye dogs (or other similar animals used for assistance by the disabled), and except for animals used as part of a Civic Center-approved exhibit or activity, no animals or pets are permitted in the Civic Center.

E. Inclement Weather

Rentals cancelled by the Civic Center due to inclement weather, ice, snow, hurricane, etc., will receive credit for rescheduled date or client may request full refund less 15% administrative charge for set-up. If set-up did not occur then full refund shall be issued.

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 Coordinator

Date

Date