CLEVELAND EVENT CENTER RENTAL CONTRACT FOR EVENT

209 E. Carpenter St., Cleveland, MS 38732 ~ (662) 719-3539

Date Contract Signed	~ Contract No.: CE(, , , , , , , , , , , , , , , , , , ,	on No.:	
TENANT:		EVENT DATE:		
Street/P.O:	Zip _StateCode	Starting Time:End Type of Event:		
Bus./Home Tel. No:		Contact Person: Fax	۲ No.:	
CONTRACT TIME INCLUDES TI	NT CENTER UNDERSTAND AND AGRE ME FOR DECORATING, USING, CLEAN IONS, AND CONDITIONS SET FORTH IN	ING AND VACATING EVENT CENTER.		
 B. CEC: Cleveland Event Center Contract Date: Date on which Deposit: For purposes of this E. End Time: Time when cleant F. Event: An activity for which shower, anniversary, family r G. Facility: Applies to CEC and H. Premises: The land and built I. Refund: A return of payment J. Rental Fee: An amount chart K. Renter: A person, business of L. Security Deposit: A moneta M. Start & Begin Time: Start Time shall have vacated CEC. A vice Security Deposit: A deposit of CEC against cancellation or other of facility in an unclean condition, or 	arged for damage to CEC or for leaving t h Contract is executed, which shall not l s Contract. Deposit means the same as " up has been completed after an Event; d the Facility will be, is, or has been reser reunion, birthday party, Christmas party the property in, around, and about it. ding upon it. t or partial payment. A security depos ged to rent CEC. client or patron who rents CEC by payin ry amount, hereinafter called "Security me is when Renter may begin decorating blation of End Time agreement will resu of \$200.00 shall be paid by Renter to CL contractual breach by Renter; (3) to be break or damage any property about the security about the security about the security and the security about the the security about the security about the security about the security about the security about the security about the security about the security about the security about the security about	be before the Deposit has been paid. Security Deposit." eadline time for CEC to be vacated by F ved, such as a conference, meeting, sta v, New Year's Eve party, etc. Sit is not refundable if Renter cancels g a refundable Security Deposit and a F Deposit" or "Deposit," that is used in the g CEC for an event. End Time is the time it in a penalty mentioned under Securi EC to: (1) reserve CEC for an event of used as a penalty if Renter, Renter's g the facility, or for any missing propert	Renter, his/her guests, etc. age play, talent show, wedding, a event at no fault of CEC. Rental Fee. ais contract. ane by which Renter and guests ity Deposit , as shown below. In a specific date; (2) to secure puests or caterer, etc. leave the y during Tenant's use; and/or	
(4) if Renter or Renter's guests, caterer, decorator, disk jockey, etc. do not timely vacate CEC with all their belongings. CEC shall not be responsible for any item left by Renter, Renter's guests, etc. Overtime will result in an extra charge of \$22.50 per 15 minute interval or fractional nart thereof. CEC shall refund to Renter the appropriate amount due within seven days after use of CEC.				
Rental fees cover the facility, tables, chairs & all amenities. Check fees for decorating & after party clean-up ser.				
Rental Fees are shown below. A Rental Fee is required before decoration or use of facility begins. Renter shall place a check mark and his/her initials in the slot that he/she selects. An asterisk (*) indicates a reduced rate.				
Slot #1- Baby Shower* Up To 5 Hrs. Any Time \$380	Slot #2 - Birthday Party* Child Less Than 10 Years Up to 5 Hrs. Any Time - \$380	Slot #3 – Repast* 11:00 AM – 4:00 PM Up to 5 Hrs. Any Time - \$380	Slot #4* 7:00 AM – Noon 5Hrs \$400	
Slot #5* 12:00 Noon – 5:00 PM 5 Hrs \$400	Slot #6* 10:00 AM – 3:00 5 Hrs \$400	Slot #7 4:00 PM – 9:00 PM 5 Hrs \$450	Slot #8* 8:00 AM - 5:00 PM 9 Hrs \$650	
Slot #9 3:00 PM - 9:00 P.M. 6 Hrs \$540	Slot #10* 4:00 PM – Midnight 8 Hrs \$650	Slot #11* 1:00 PM – Midnight 11 Hrs \$800	Slot #12* 2 PM - 1:00 AM 11 Hrs. \$850	
hour for a minimum of 5	If Renter does not find any of hours, by agreeing as follows: "I g times for decorating, using, clea	l reserve CEC on above said date		
From <u>:00</u> M to <u>:00</u>	M for a period of hrs. times	\$90 per hr., totaling \$ I here	by write my initials"	

There is an hourly surcharge of \$50 for time beyond midnight. Surcharge amount, if any \$_____

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CANCELLATION BY CEC: If CEC makes a scheduling mistake or encounters a serious structural or other problem, Renter shall be given a full refund of the Deposit and Rental Fee previously paid.

Additionally, CEC shall give Renter a discount voucher that will enable Renter to rent CEC on a future date at a 33 1/3% discount. The voucher shall be given when Renter receives the refund. The voucher shall be valid for a period of six months from the date it was issued.

CATERING POLICY & RULES: Cooking is **NOT** allowed in the kitchen or elsewhere in the building. Foods brought into the Facility should already be cooked. A seventeen-shelf food warmer is available for warming and/or keeping food warm. The kitchen microwave oven may also be used to heat or reheat food.

A Caterer must use his/her own equipment and serving instruments. Use of CEC's materials and supplies are disallowed. Caterer shall not pour or otherwise place liquids into a trash container.

CANCELLATION BY RENTER: Renter may cancel Event and request a refund of rental fee previously paid, according to terms shown herein. To do so, Renter shall complete a CEC refund form, which shall serve as formal notice of the cancellation and refund request The form shall bear the date of said notice, signature of Renter, and date it was received by CEC.

- 1. A Rental Fee is 100% refundable if a refund is requested 30 or more days before the scheduled Event; however, a service fee of \$25.00 shall be assessed.
- 2. A Rental Fee is 50% refundable if a refund is requested 14 to 29 days before the scheduled event; however, a service fee of \$25.00 shall be assessed.
- 3. A Rental Fee is non-refundable if a refund request is made less than 14 days before a scheduled event.
- 4. A Security Deposit is not refundable when an event is cancelled by Renter where CEC is not at fault.

REGULATIONS			
Initial each regulation to indicate your agreement. Smoking is PROHIBITED within the building and will result in forfeiture of deposit. Nails, tacks and tape are not allowed on walls. All decorations must be removed by Renter. Call 911 in event of unwanted visitors or an emergency. Guns, knives, other weapons, and explosives of any kind are disallowed on CEC's premises. However, a police officer or an official security guard on duty may possess a firearm. Loud music, loud talking, fighting, noise of any kind, or a song using the "N" word or any other disrespectful language on the Premises is strictly PROHIBITED. If such cannot be quashed within a few seconds, the Event shall be terminated without any refund to Renter. No confetti, rice, birdseed, sand, potpourri or the like may be used in or on the premises. Use of helium-filled balloons requires specific approval. Ceiling fans may not be used in presence of such balloons. No liquid substance may be poured or otherwise placed into a trash container at CEC. If such does happen and if the liquid leaks onto the floor, Renter shall be liable for a \$25.00 refund deduction and all resulting accidental injuries.	 A checklist shall be completed by a staff member in order for Renter to be eligible for a refund. All personal belongings shall be removed by the "End" time. CEC is not responsible for items left on the premises. Renter shall obtain prior approval from CEC to charge for admission or to sell tickets for an Event at CEC. Cost for admission shall not include alcoholic beverages, or even a "Free Drink" that contains alcohol. Direct or indirect sell of an alcoholic beverage on the Premises is strictly PROHIBITED. One or more security guards shall be provided at Renter's expense if Renter and/or guests bring liquor, beer or wine to CEC. There shall be one security guard for up to 75 guests and two security guards for 76 or more guests. The agreed upon "Begin" and "End" times are strictly enforced. Decorating starts at the "Begin" time and cleaning shall be completed by the "End" time. General cleaning of the kitchen, banquet hall, stage, tables, chairs, restrooms, and lobby is required. Renter shall make sure all Renter's items and those of the decorator, caterer, band, D.J., guests, etc. are removed from CEC at end of event. CEC shall not be responsible for same. 		

INDEMNITY AND HOLD HARMLESS CLAUSE

The renting party agrees to indemnify, defend, and hold harmless CEC and its owners, agents, employees, and other representatives against any and all claims, demands, causes of action, damages, costs, penalties, losses and liabilities (whether under a theory of negligence, strict liability, contract, or otherwise), and expenses of any nature whatsoever, including, without limitation, attorneys' fees, arising out of, or related to, the renting party's use of CEC facilities or this Rental Contract. The renting party acknowledges and agrees that the Indemnification Obligation shall apply even if a claim is found to be groundless, or is unsuccessful for any reason.

ALTERNATIVE RELIEF

Where damages are inadequate under this contract. either party may pursue relief under civil law.

By signing below, each undersigned individual hereby declares that the terms of this contract have been completely read and are fully understood and voluntarily accepted, and each individual alleges that he/she has authority to bind the person or entity for whom his/her signature appears.

IN WITNESS WHEREOF, the parties hereto duly execute this contract as of the day and year first written above.

PRINT NAME OF RENTER ABOVE

CLEVELAND EVENT CENTER

Signed By: _____

Signed By:___