Adopted August 3, 2015 – Updated September 5th 2016

ROWAN COUNTY WEST END PLAZA EVENT CENTER RENTAL CONTRACT

WEPEC

This Contract is made and entered into this ____ day of this month _____ in the year 20_____, ("Effective Date") between Rowan COUNTY, North Carolina ("COUNTY") and _____ ("LESSEE").

NAME OF LESSEE: _____ DATE OF BIRTH:_____/_____/ _____

DRIVER LISENCE and STATE:_____ PHONE:_____

CELL:_____

EMAIL:_____

ADDRESS:_____

ALTERNATE CONTACT PERSON NAME: _____ PHONE:_____

TOTAL AMOUNT DUE: $_____

TOTAL DEPOSIT REQUIRED: ~~For~~ events without alcohol $~~500~~ 1,000 (~~Five Hundred~~One Thousand Dollars). $250 is a non refundable booking fee and $~~250~~ 750 is refundable after approved inspection.

For events with alcohol $2,000 (Two Thousand Dollar). $250 is a non refundable booking fee and $1,750 is refundable after approved inspection.

BALANCE DUE 72 hours before event: $_____

WHEREAS, the COUNTY and the LESSEE wish to enter into a contract under which the COUNTY shall provide the LESSEE use of theWEST END PLAZA EVENT CENTER, located at 1935 Jake Alexander Blvd West, Salisbury, NC 28147 beginning at the date and time stated above.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and Contracts herein, the COUNTY and the LESSEE agree as follows:

A. COUNTY. The COUNTY agrees to provide to the LESSEE in connection with the use of the facilities the following: maintenance, electrical services and restrooms. All other amenities shall be provided by the LESSEE.

B. LESSEE. LESSEE agrees that they have received, read and understand the West End Plaza Event Center Rental Policy and agree to comply with the policy. _____ Initials

RENTAL DATE: _____ 20____ EVENT TIME:_____ CLEAN UP TIME:_____

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RENTAL DATE: _____ 20____ EVENT TIME:_____ CLEAN UP TIME:_____

- LESSEE must have facility cleaned and vacated ~~one~~ two (~~1~~1) hour after event ending time.
- All rental activities must cease by ~~12~~12:00 ~~a~~p.m. ~~One (1) hour will be added for clean up~~. Any event that is not cleaned and vacated by
- LESSEE or contact person must be present for the duration of the event and clean up time. Failure to have facility cleaned by 1:00a.m. may result in half of the deposit being retained permanently.

_____Initials: All decorations are the responsibility of the LESSEE. Date/Time:_____
_____Initials: Facility will close during the following Date/Time: _____
_____Initials: LESSEE is responsible to inform event planners, band, DJ, florists and caterers of the decorating and facility closing dates and times listed above.
_____Initials: Estimated number of people attending are _____. Cannot exceed 1,100 people.
_____Initials: LESSEE is responsible for providing tables and chairs including set up and removal._____

ALCOHOLIC BEVERAGES

If alcoholic beverages are to be served during the event, an alcoholic beverage permit must be purchased at the NC ABC Commissioner office by LESSEE.

1. _____ Initials ___ YES ___ NO: Participants at WEPEC will be served or have access to (beer, wine or champagne).
2. _____ Initials ___ YES ___ NO: LESSEE agrees that unless notifications to the COUNTY of the intent to serve alcohol and that proper permits have been received by the COUNTY at least one week prior to the event, no alcoholic beverages will be allowed on premises.
3. _____ Initials ___ YES ___ NO: LESSEE agrees that in serving alcohol, it will carefully monitor the amounts served so that any patron who is or appears to be intoxicated will not be served. Alcohol can be served only by a certified graduate of the NC Responsible Alcohol Seller Program.
4. _____ Initials ___ YES ___NO: LESSEE agrees to provide to the COUNTY the alcohol servers name and a copy of NC Drivers License.
5. _____Initials ___YES ___NO: LESSEE agrees that brown bagging IS NOT permitted on premises.
6. _____Initials ___ YES ___ NO: If alcoholic beverages are served the LESSEE shall designate one (1) location in a corner wall within the WEPEC facility to be used specifically for serving alcoholic beverages. The LESSEE shall not use coolers, carts or any apparatus to deliver alcoholic beverages to patrons throughout the facility.
7. _____Initials ___ YES ___NO: LESSEE understands that serving alcoholic beverages requires a minimum of three (3) North Carolina Law Enforcement Officers to staff the event from the beginning to the end Including cleanup. LESSEE understands and agrees that they are responsible for paying each North Carolina Law Enforcement Officer. If the event serving alcoholic beverages has more than 99 attendees the following shall apply:

   100 to 299 attendees four (4) North Carolina Law Enforcement Officers to staff the event from the beginning to the end Including cleanup.
   300 to 499 attendees five (5) North Carolina Law Enforcement Officers to staff the event from the beginning to the end Including cleanup.
   500 to 599 attendees six (6) North Carolina Law Enforcement Officers to staff the event from the beginning to the end Including cleanup.
   600 to 699 attendees seven (7) North Carolina Law Enforcement Officers to staff the event from the beginning to the end Including cleanup.
   700 to 799 attendees eight (8) North Carolina Law Enforcement Officers to staff the event from the beginning to the end Including cleanup.
   800 to 899 attendees nine (9) North Carolina Law Enforcement Officers to staff the event from the beginning to the end Including cleanup.
   900+ attendees ten (10) North Carolina Law Enforcement Officers to staff the event from the beginning to the end Including cleanup.

   ~~7.~~
8. _____Initials ___ YES ___ NO: The WEPEC MUST HAVE THE NAME AND CONTACT INFORMATION FOR THE LAW ENFORCEMENT OFFICERS SCHEDULED TO WORK AT THE EVENT AT LEAST ONE WEEK BEFORE THE EVENT TO THE DIRECTOR FACILITIES. Each officer shall be paid before the event or the event will be canceled.

C. Insurance. For the term of this Contract, the LESSEE shall maintain at its sole expense the liability insurance in the amount of $1,000,000 (General liability coverage for bodily injury and property damage claims, including contractual and personal injury liability coverage.) Umbrella or excess liability insurance may be used to meet limit of liability requirements. All policies required herein shall name Rowan COUNTY as Additional Insured, and certificates of coverage must be presented to Rowan COUNTY for approval at least one week prior of event. A copy must be provided to the COUNTY at least seven (7) days before the event.

D. Miscellaneous.

_____ Initials: LESSEE understands and agrees to the following rules:

1. Any party that requests a change of date other than the original rental date in the contract will be subject to a $200 ~~50.00~~ change fee, provided that the new date requested is available. This request must be made prior to the rental balance due date. This fee will be taken from the "Refundable Damage Deposit".

2. The COUNTY shall not return the refundable damage deposit if LESSEE exceeds specified time frame. (There will be no exceptions.)
3. No reservation will be made on a repetitive basis. A new request must be made for each use.
4. The Facilities Management Director has the right to refuse the use of the facility if he or she deems the program objectionable.
5. Children under 12 shall be accompanied by an adult at all times.
6. The rental of the event center is for the inside only. The parking lot is only available for parking. No alcoholic beverages maybe consumed in the parking lot.

~~4.~~7. Absolutely no loitering outside of the event center or in the parking lot is allowed.

~~5.~~8. Smoking is prohibited inside the facility and on all outside grounds (including parking lot).

~~6.~~9. Affixing of any material to the walls, floors, ceilings, windows or light fixtures is prohibited. Stapling any tables, chairs, stage flooring or stage curtains is prohibited. Any decorations that are used must be removed at the end of the event with no trace. Please provide your own cleaning supplies and 44 gallon trash bags.

~~7.~~10. NO open flames are allowed in the facility. All candles must have some type of globe covering the flame.

~~8.~~11. Electrical Wiring and Provisions: Under no circumstances shall any reserving party make any structural or electrical alterations to the facilities. No special wiring shall be permitted which exceeds the established voltage.. Do not tamper/open any electrical outlets or fuse boxes.

~~9.~~12. The LESSEE shall comply with the rules and regulations of the COUNTY. In the event that the LESSEE shall violate any of the rules or regulations, this contract shall automatically end and the LESSEE shall leave the facility immediately.

~~10.~~13. The LESSEE gives up any and all claims for payment for any and all losses or damages sustained by any unforeseen occurrence and shall render the fulfillment of this contract by the COUNTY impossible. The COUNTY shall not be held liable or responsible to the LESSEE for any damages/lost items that may occur.

~~11.~~14. The COUNTY assumes no responsibility whatsoever, for any property placed on/in the facility/property. COUNTY is hereby released and removed from any and all responsibilities for any loss, injury or damages to person(s) or property that may be sustained by reason of the occupancy of facility/property under this contract.

~~12.~~15. The LESSEE shall not hold the COUNTY responsible for any claim(s) of injury to person(s) or property arising out of or in connection with the use of the facility by the LESSEE. This Contract to hold the LESSOR without blame shall include reimbursement to the COUNTY for all reasonable costs arising out of the above stated claim(s).

E. Indemnity. The LESSEE agrees that it shall defend, indemnify, and hold harmless the COUNTY and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Contract and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The LESSEE's obligations under this section shall survive termination of this Contract.

F. Termination. Termination is defined in the West End Plaza Event Center Rental Policy.

G. Governing Law and Forum for Disputes. This Contract shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Contract and/or the Services must be filed in Rowan COUNTY, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

H. Severance Clause. If any part of this Contract is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Contract will remain in full force and effect.

I. Compliance With Laws. The LESSEE acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Contract in full compliance with all applicable federal, state, and local laws and regulations.

J. Non-Assignment. The LESSEE may not assign its rights or obligations under this Contract, nor may it sub-contract any part of this Contract, without written approval from the COUNTY.

IN TESTIMONEY WHEREOF, the COUNTY and the LESSEE have executed this WEST END PLAZA EVENT CENTER RENTAL CONTRACT to be in force the day and year first written above.

BY: _____(the COUNTY)

BY: _____(the LESSEE)

DATE:_____ 20_____

RENTAL COST LEDGER

Rental Fee: $ _____

Non-refundable Booking fee $_____

Damage Deposit Fee: $ _____

Total Rental Fee: $_____

Less Deposit: $ _____

Rental Receipt #: $_____

Date Paid: ____/____/20____ $_____

Balance Due Date: _____ **$** _____

Balance Paid: $ _____

Date Paid: _____

Rental Receipt #: _____

Amount Due: $ _____

Notes: _____

_____

Date of Check Request for Damage Deposit:_____ Staff Initials:_____

Amount of Damage Deposit Returned: $_____ Rental Receipt #:_____

Reason for Damage Deposit Not Returned:_____