



**CLEVELAND EVENT CENTER
RENTAL CONTRACT FOR EVENT**
209 E. Carpenter St., Cleveland, MS 38732 ~ (662) 719-3539



Date Contract Signed _____ ~ Contract No.: CEC _____ ~ Confirmation No.: _____

TENANT: _____ Street/P.O.: _____ <p align="center">Zip</p> City _____ State _____ Code _____ Bus./Home Tel. No.: _____	EVENT DATE: _____ Starting Time: _____ Ending Time: _____ Type of Event: _____ Contact Person: _____ Cell No.: _____ Fax No.: _____
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**RENTER AND CLEVELAND EVENT CENTER UNDERSTAND AND AGREE TO THE FOLLOWING:
CONTRACT TIME INCLUDES TIME FOR DECORATING, USING, CLEANING AND VACATING EVENT CENTER.
DEFINITIONS, TERMS, OBLIGATIONS, AND CONDITIONS SET FORTH IN THIS CONTRACT:**

Definition of Terms Used Herein:

- A. **Assessment:** An amount charged for damage to CEC or for leaving the premises in disarray, untidy, or unclean condition, etc.
- B. **CEC:** Cleveland Event Center.
- C. **Contract Date:** Date on which Contract is executed, which shall not be before the Deposit has been paid.
- D. **Deposit:** For purposes of this Contract. Deposit means the same as "Security Deposit."
- E. **End Time:** Time when cleanup has been completed after an Event; deadline time for CEC to be vacated by Renter, his/her guests, etc.
- F. **Event:** An activity for which the Facility will be, is, or has been reserved, such as a conference, meeting, stage play, talent show, wedding, shower, anniversary, family reunion, birthday party, Christmas party, New Year's Eve party, etc.
- G. **Facility:** Applies to CEC and the property in, around, and about it.
- H. **Premises:** The land and building upon it.
- I. **Refund:** A return of payment or partial payment made for Rental Fee. **The security deposit for reservation is non-refundable.**
- J. **Rental Fee:** An amount charged to rent CEC.
- K. **Renter:** A person, business client or patron who rents CEC by paying a refundable Security Deposit and a Rental Fee.
- L. **Security Deposit:** A monetary amount, hereinafter called "Security Deposit" or "Deposit," that is used in this contract.
- M. **Start & Begin Time:** Start Time is when Renter may begin decorating CEC for an event. End Time is the time by which Renter and guests shall have vacated CEC. A violation of End Time agreement will result in a penalty mentioned under **Security Deposit**, as shown below.

Security Deposit: A deposit of \$200.00 shall be paid by Renter to CEC to: (1) reserve CEC for an event on a specific date; (2) to secure CEC against cancellation or other contractual breach by Renter; (3) to be used as a penalty if Renter, Renter's guests or caterer, etc. leave the facility in an unclean condition, or break or damage any property about the facility, or for any missing property 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 part thereof.** CEC shall refund to Renter the appropriate amount due **within seven days** after use of CEC.

**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

Alternate Fee Agreement: If Renter does not find any of the above Slots suitable, Renter may opt to pay \$90 per hour for a minimum of 5 hours, by agreeing as follows: "I reserve CEC on above said date, from (insert beginning and ending times, including times for decorating, using, cleaning, and vacating CEC):

From ____:00 ____ M to ____:00 ____ M for a period of ____ hrs. times \$90 per hr., totaling \$ _____. I hereby write my initials _____." There is an hourly surcharge of \$50 for time beyond midnight. Surcharge amount, if any \$ _____.

<p>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.</p> <p>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.</p>	<p>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.</p> <ol style="list-style-type: none"> 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.
<p>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.</p> <p>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.</p>	

REGULATIONS

<p>Initial each regulation to indicate your agreement.</p> <p>_____ Smoking is PROHIBITED within the building and will result in forfeiture of deposit.</p> <p>_____ Nails, tacks and tape are not allowed on walls.</p> <p>_____ All decorations must be removed by Renter.</p> <p>_____ Call 911 in event of unwanted visitors or an emergency.</p> <p>_____ 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.</p> <p>_____ 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.</p> <p>_____ No confetti, rice, birdseed, sand, potpourri or the like may be used in or on the premises.</p> <p>_____ Use of helium-filled balloons requires specific approval. Ceiling fans may not be used in presence of such balloons.</p> <p>_____ 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.</p>	<p>_____ A checklist shall be completed by a staff member in order for Renter to be eligible for a refund.</p> <p>_____ All personal belongings shall be removed by the "End" time. CEC is not responsible for items left on the premises.</p> <p>_____ Renter shall obtain prior approval from CEC to charge for admission or to sell tickets for an Event at CEC.</p> <p>_____ Cost for admission shall not include alcoholic beverages, or even a "Free Drink" that contains alcohol.</p> <p>_____ Direct or indirect sell of an alcoholic beverage on the Premises is strictly PROHIBITED.</p> <p>_____ 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.</p> <p>_____ 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.</p> <p>_____ General cleaning of the kitchen, banquet hall, stage, tables, chairs, restrooms, and lobby is required.</p> <p>_____ 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.</p>
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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.

CLEVELAND EVENT CENTER

PRINT NAME OF RENTER ABOVE

Signed By: _____

Signed By: _____