



# 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.: \_\_\_\_\_

<b>TENANT:</b> _____ <b>Street/P.O.:</b> _____ <b>City</b> _____ <b>State</b> _____ <b>Zip</b> _____ <b>Code</b> _____ <b>Bus./Home Tel. No.:</b> _____ <b>Cell No.:</b> _____ <b>Fax No.:</b> _____	<b>EVENT DATE:</b> _____ <b>Starting Time:</b> _____ <b>Ending Time:</b> _____ <b>Type of Event:</b> _____ <b>Contact Person:</b> _____ <b>Cell No.:</b> _____ <b>Fax No.:</b> _____
--	--

## DEFINITIONS, TERMS, OBLIGATIONS, RENTAL FEE, CONDITIONS AND REGULATIONS

**Definition of Terms Used Herein:**

- A. Assessment:** An amount charged for damage to CEC, or for leaving CEC untimely or 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:** In this contract, Deposit means the same as "Security Deposit" as defined in item "L" below.
- G. Event:** An activity for which the Facility will be, is, or has been reserved, such as a wedding, shower, birthday party, conference, etc.
- E. Event Date:** Date on which the Event is held, which may be the same as or different from the "Contract Date".
- F. Starting Time:** The time when Renter may begin decorating CEC for an event; it shall not be before the rental fee has been paid in full.
- G. Ending Time:** Time when cleanup shall be completed after an Event and after CEC has been vacated by Renter and guests.
- H. Facility:** Applies to CEC and the property in, around and about it.
- I. Premises:** The land and building upon it.
- J. Refund:** A return of full or partial payment previously made as a security deposit; there shall be no refund if renter cancels event.
- K. Rental Fee:** An amount charged to rent CEC; it is based on the time used for decorating, the event itself, and cleaning the facility.
- L. Security Deposit:** A monetary amount that is used to secure a reservation, among other things. See additional explanation below.
- M. Renter:** A person, tenant, patron, or business that rents CEC by paying a refundable Security Deposit and a Rental Fee.

**Security Deposit:** A deposit of \$200.00 shall be paid by Renter to Cleveland Event Center (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, damage or cause any item in and about the facility to be missing; and (4) to be used as a penalty if Renter or Renter's guests, caterer, decorator, disk jockey, or band do not timely vacate the facility with all their belongings. CEC shall refund Renter the appropriate amount that is due **within seven (7) days** after using the Facility.

**Rental Fee:** The Rental Fee is \$80 per hour for a minimum period of 7 hours. See the heading "Minimum Charge" below. There is no charge for numerous amenities that are available: PA system with microphone and speakers; speaker stands (3); projector screen (120"); television (70") whose screen may be used for projecting pre-programmed recordings, photos and data from Renter's laptop computer; stage (10'X20"); Wi-Fi; circular and rectangle tables; chairs with cushion seats & backs; ice maker; wedding chandelier; and more.

**Minimum Charge:** The minimum charge for renting Cleveland Event Center is \$560 for up to 7 hours. The allocation of time is left to Renter's discretion. During a 7 hour rental period, Renter may choose to allow 3 hours to decorate, 3 hours for the event, and 1 hour for removing the decorations and cleaning the Facility. A contract may be approved for more than 7 hours, which is typical, but a contract may not be approved for less than 7 hours. Decorators like lots of time to decorate. Hint: Please confer with your decorator timewise.

**Primary Contract Terms:** Renter reserves CEC for an event on \_\_\_\_\_ 2022, from \_\_\_\_\_ M to \_\_\_\_\_ M.

The total No. of hours-- \_\_\_\_ X \$80 per hour results in a contract price of \$ \_\_\_\_\_. Pmt. is due 30 days before Event.

It is understood and agreed that Renter may not begin, or have another begin, decorating CEC, or have any items delivered to this facility, or have an event here, if the Rental Fee has not been paid in full. It is further understood and agreed that the "Beginning" and "Ending" times, or "From" - "To" times shall not be affected by a late payment, and no refunds are due in such instances. It is also understood and agreed that Renter shall clean the Facility after using it. Areas and things to be cleaned include the kitchen, banquet hall, stage, restrooms, lobby, tables, chairs and parking lot.

By signing below, each undersigned person hereby declares that the terms of this contract have been completely read, 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.

Signed By: \_\_\_\_\_ Date \_\_\_\_\_ CEC Official: \_\_\_\_\_ Date \_\_\_\_\_

**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:**

Pre-cooked foods may be brought into the CEC kitchen facility. Such foods, having already been cooked, may be warmed and maintained at a desired temperature in our seventeen-shelf food warmer. A microwave oven is also provided for warming food.

Cooking is **NOT** allowed in the kitchen or any other place inside or outside the CEC premises. Mere cooking of hamburgers, fish or bread rolls using an electric appliance is also strictly prohibited. A violation of this policy or rule will result in forfeiture of the deposit.

**CANCELLATION BY RENTER:** A Deposit is non-refundable when an event is canceled by renter, directly or indirectly, and CEC is not at fault. Direct cancellation results when Renter announces such. Indirect cancellation results when there is inaction by Renter, such as failure to pay the full Rental Fee, or not having the event on the schedule date and time without timely formal notice and agreement.

**Agreement regarding refund of Rental Fee:**

1. Refund request shall be made in writing and timely received.
2. 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.
3. 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.
4. A Rental Fee is non-refundable if a refund request is made less than 14 days before a scheduled event.
5. A refund request may be denied if request is not made timely.

**REGULATIONS**

**Initial each regulation to indicate your agreement.**

- \_\_\_\_\_ Smoking is **PROHIBITED** within the building. A violation of this regulation will result in forfeiture of deposit.
- \_\_\_\_\_ Nails, tacks and tape are not allowed on walls.
- \_\_\_\_\_ All decorations must be removed by Renter when event if over.
- \_\_\_\_\_ 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, plus resulting damages, if any.

- \_\_\_\_\_ 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.
- \_\_\_\_\_ Admission cost shall not include cost of alcoholic beverages or 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.

**Renter, or Renter's undersigned Agent, and the CEC official hereby state that we understand, and we agree to, all the terms, conditions, obligations, regulations and Rental Fee set forth in this contract, and we hereby agree to be bound thereby. Our signatures are affixed in the spaces provided at the bottom of each of two pages hereof.**

**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: \_\_\_\_\_ Date: \_\_\_\_\_ Signed By: \_\_\_\_\_ Date: \_\_\_\_\_