

Love Civic Center Rental Policy

A Clean-up/damage deposit, a non-refundable rental deposit, and an executed rental contract shall be required to confirm and secure rental dates. The rental deposit shall be one-half the rental amount if booked in excess of 90 days prior to the rental or in full if less than 90 days prior to rental. Lessee shall not assign this agreement or sublet these premises without permission from Love Civic Center (LCC) management. Lessor reserves the right to cancel or reschedule any rental under two conditions: if at least 6 months prior to rental and at the discretion of the president of the Lamar County Chamber of Commerce. If a rental is canceled by this provision all deposits and fees will be refunded. Lessor shall furnish, at their expense, all heat/air conditioning, water and lights necessary, excluding stage lighting or spotlights, for Lessee's use and all janitorial equipment and supplies deemed necessary by LCC management. The Lessor does not agree, and will not make, any long term lease of the center, to exceed ninety (90) consecutive days.

Upon execution of a contract for rental, Lessee covenants and agrees to pay for any and all damage to the Love Civic Center building and facilities and damage to or loss of any of the property or equipment of the Love Civic Center, resulting either directly or indirectly from such occupancy or use of the Love Civic Center, by or through the negligence and/or the acts of Lessee, their agents, employees or any person or persons participating in or attending the performance, attraction, event or affair in connection with or during said use and occupancy.

Insurance: Lessee at the discretion of Lessor, shall secure at its own expense and provide Lessor with evidence that it has comprehensive public liability insurance showing that insurance is in force in which the Lessee is named as insured. The City of Paris, Lamar County Chamber of Commerce and the Love Civic Center must also be named as additional or co-insured parties. LCC management shall specify insurance amounts with an absolute minimum amount of \$100,000 per occurrence with an aggregate limit of \$200,000. The policy shall also provide for 10-day notice to the Love Civic Center management prior to cancellation.

Rescheduling a rental: Rental deposits are not refundable; however, rental deposits may be credited to a future date if the rental is rescheduled within 12 months of the original date and with approval of LCC management. Rentals may be rescheduled no more than 1 time. If notification of a cancellation or request to reschedule a rental is not made a least ninety (90) calendar days in advance of the scheduled event, Lessee shall forfeit the clean-up/damage deposit. In such event an additional clean-up/damage deposit will be required prior to rescheduling of the rental.

Deposit refunds: Clean-up / damage deposits shall be refunded if Lessee returns those portions of the facility utilized, including public areas and restrooms, pursuant to this agreement in the same condition as received. LCC staff members are not rental event custodians. All clean-up is the responsibility of Lessee. Clean-up / damage deposit refunds will be issued after all catering fees, damage remediation costs and vendor fees have been settled to the satisfaction of the Lessor. Clean-up / damage deposits and concession stand clean-up deposit refunds will be processed within 4 to 6 weeks following the rental and will be mailed to the address of the Lessee as listed in the rental contract. Under no circumstance is the Clean-up / damage deposit to be considered rent, fee, liquidated damages or a limit of liability of the Lessee.

Lessee Responsibilities:

Clean up responsibilities include, but are not limited to removing all trash, as necessary during rental event and prior to rental termination time, and placing in the dumpsters provided on-site. All items, including decorations, brought in must be removed prior to rental termination time. No decorations or other items may be stored in the facility prior to or after rental outside of actual rental times. Items remaining after rental become the property of LCC and may be disposed of without notice. Failure to perform cleanup duties will result in a minimum \$50 charge to be retained from the Clean-up / damage deposit. Any fees for rental rooms or amenities requested or used outside of those included in the rental contract will be due prior to any use.

Sale of merchandise and concessions: Lessor reserves the sole and exclusive right to sell on, in or about the premises any beverages, food, souvenirs or merchandise unless approved and delegated, in full or in-part, by LCC management and for the term of rental only.

Rental attendance: Lessee shall not admit to the rented portions of the premises a number of persons larger than the seating capacity thereof or a larger number than can safely or freely move about in said area(s). Maximum capacity per rental shall be determined by LCC management. LCC management decision may be superseded by the Paris Fire or Police departments. Violators of this provision may be required to immediately reduce numbers in attendance or may be subject to rental cancellation without refund of any fees or deposits.

Lessor reserves the right at all times to eject from the building and premises any person or persons who becomes unruly; fails or refuses to follow LCC rules or regulations or otherwise engages in disruptive or antisocial behavior. In the event of the exercise of this authority, Lessee hereby waives any and all claims of damages against the Lamar County Chamber of Commerce, City of Paris, Love Civic Center, and its officers and employees on account thereof.

Lessee agrees to release and hold Lessor free and harmless from all claims and liability for damages to any person or persons for injuries to any person or property occasioned by or in connection with the use of the premises caused by any source whatsoever. Lessee hereby assumes full responsibility for the character, acts or conduct of all persons admitted to the premises or to any portion of the premises by Lessee, its agents, employees or other representatives. Lessee agrees, at its expense, to have on hand at all times sufficient police, stage hands and other personnel to maintain order and protect the persons and property on the premises.

At LCC management discretion, and at Lessee's expense, rentals not offering or allowing alcohol may be required to provide up to one (1) licensed peace officer licensed through a Law Enforcement Agency in Lamar County, Texas, for the first 100 patrons and an additional (1) officer for every 100 patrons, or portion thereof, thereafter. Requests and payment for security officers shall be made in accordance with the security requirements outlined in the Love Civic Center Alcohol Policy. If security officers are present, the ranking officer will serve as the security detail supervisor.

If at any time the number of attendees at a particular rental grows large enough to raise concerns for the safety of those in attendance, the Paris Fire Department may be notified and requested to perform an inspection to determine if any occupancy, health / safety or fire code violations are

present. If a rental is found to be in violation of any occupancy, health / safety or fire code it shall be the duty of the acting security supervisor, if present, and or LCC staff to specify and direct correction of violations or terminate the rental.

The security supervisor, and or LCC staff shall have the authority to terminate a rental based on, but not limited to, any of the following incidents:

1. Disorderly conduct or fighting
2. Alcohol violations
3. Occupancy, Health / Safety or Fire code violations
4. Abuse of LCC or adjacent city property

The acting security supervisor shall be responsible for receiving and distributing the payment for the security services provided prior to the start of the rental event, or immediately after the beginning of the shift, whichever comes first.

Although the officers are being paid by a private group or citizen, they are first and foremost law enforcement officers licensed by a Law Enforcement Agency in Lamar County, Texas and should remain diligent to enforce the laws and ordinances of the City of Paris, Lamar County and state of Texas in accordance with the officer's departmental policy.

Unless the rental event has been approved and is conducted in accordance with Texas Alcoholic Beverage Commission (TABC) rules and regulations and the Love Civic Center Alcohol Policy, there is to be no alcohol inside of LCC facilities. Alcohol is also banned in the LCC parking lot per city ordinance.

RENTALS MAY BE TERMINATED WITHOUT WARNING AND ALL FEES AND DEPOSITS MAY BE RETAINED IF: ALCOHOL IS PRESENT WITHOUT MANAGEMENT APPROVAL AND OR IS NOT IN ACCORDANCE WITH TABC RULES AND REGULATIONS, SECURITY OFFICERS ARE REQUIRED BUT ARE NOT PRESENT, IF FIRE ALARM, Automated External Difibulator (AED), BURGULAR ALARM OR Security Camera (CCTV) SYSTEMS ARE TAMPERED WITH OR IF OCCUPANCY LIMITS ARE EXCEEDED.

Performance of Music and other Copyrighted Materials: Lessee hereby accepts the responsibility for licensing and collecting of any music royalty fee, often called "ASCAP" and "BMI" fees. Lessee represents and warrants that all copyrighted music will be performed and produced, with the express permission from the copyright license holder and shall be performed or completed by the Lessee or their appointed agent(s). The Lessee agrees to save, hold harmless and indemnify the Love Civic Center and its employees for any and all liability, claims, costs, actions expenses including legal fees and that representation or warranty made herein.

FOOD FEE: Lessee must pay to LCC a food fee for any food or refreshments served during the rental. Food Fees are \$30 for each conference room, \$100 north hall, \$200 south hall, or \$300 entire hall, per day. This food fee includes access to a concession stand, or the kitchen when paying \$300 food fee. When paying \$300 food fee, there shall be no additional rental fee for use of kitchen on the day of the rental. Concession stand and kitchen availability will be provided on a first come, first serve basis.

CONCESSION SALES: When the Lessee sells food items, rental of the concession stands will be \$100.00 each. Concession stand rentals, to a party other than rental event Lessee, shall require an additional \$100 refundable clean-up / damage deposit. Such deposit shall be refunded if the concession stand is left in an acceptable state of cleanliness upon inspection by LCC management. Refund of cleaning deposit will be in accordance with refund of rental clean-up / damage deposits.

VENDOR FEES: When the Lessee sells merchandise i.e. printed programs, souvenirs, CDs, Books, etc, LCC may require a commission of up to 15% of gross sales. LCC reserves the right to deny the display of items that may be considered offensive. LCC management decisions will be final. LCC will not be responsible for the loss or damage to any items belonging to Lessee.

REGISTERED CATERERS: All caterers and beverage suppliers planning to utilize LCC facilities must be registered with LCC prior to the Lessee contracting with a caterer. All caterers will maintain a \$250.00 refundable registration deposit. All registered caterers must comply with all state and city health statutes, codes or ordinances and have a copy of their current permit on file with LCC. If the registered caterer leaves the kitchen or any area of the facility used for food and or beverage preparation or service in an unacceptable state of cleanliness, upon the inspection by LCC management, the registered caterer will lose their registered caterer's status and the \$250.00 registration deposit plus any additional restitution. In addition, another \$250.00 registration deposit must be paid prior to being reinstated as a registered caterer. Furthermore, the Lessee or caterer must pay to LCC a rental fee of \$300.00 per day for rent of the kitchen, and in such case there will be no additional food fees assessed. If the registered caterer does not desire to leave the registration deposit on file, the fee will be refunded upon request, will be processed within 4 to 6 weeks and will be mailed to the last known business address of the registered caterer.