



CLEVELAND EVENT CENTER RENTAL CONTRACT FOR EVENT



209 E. Carpenter St., Cleveland, MS 38732 ~ (662) 719-3539, (545-4472)

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

TENANT: _____ Street/P.O.: _____ City _____ State _____ Zip Code _____ Tel. No.: _____ Fax No. _____	EVENT DATE: _____ Starting Time: _____ Ending Time: _____ Type of Event: _____ Contact Person: _____ and Tel. No. _____
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THE PARTIES HERETO AGREE AS FOLLOWS:

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.
- E. Event:** An activity for which the Facility will be, is, or has been reserved, such as a wedding, shower, birthday party, conference, etc.
- F. Event Date:** Date on which the Event is held, which may be the same as or different from the "Contract Date".
- G. Starting Time:** Time when Renter may begin decorating CEC for an event; it shall not be before the rental fee has been paid in full.
- H. Ending Time:** Time when an event is over and CEC has been properly cleaned and vacated by Renter, guests, service personnel.
- I. Facility:** Applies to CEC and the property in, around and about it.
- J. Premises:** The land and building upon it.
- K. Refund:** A return of full or partial payment previously made as a security deposit; there shall be no refund if renter cancels event.
- L. Rental Fee:** An amount charged to rent CEC; it is based on the time used for decorating, the event itself, and cleaning the facility.
- M. Security Deposit:** A monetary amount that is used to secure a reservation, among other things. See additional explanation below.
- N. 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 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, decorator, caterer, or D.J. leave the facility in an unclean condition, or break, damage or cause any item in and about the facility to be missing; (4) to be used as a penalty if Renter or Renter's guests, caterer, decorator, or D.J. does not timely vacate the facility with all their equipment or other belongings; and to be used as a penalty if Renter or Renter's personnel does not remove all trash, garbage, boxes, etc.

Minimal Rental Fee: Said amount is \$660 for up to 8 hours. There is no lessor charge for using this venue for fewer than 8 hours. Numerous amenities are offered without charge: free use of circular and rectangle tables, chairs with cushion seats & backs; PA system with microphone and speakers; speaker podiums (3); projector screen (120"); television (70") whose screen may be used for projecting pre-programmed recordings, photos and data from Renter's laptop computer; HDMI cord; Wi-Fi; and a raised stage (10'X20').

Contract Time Period: This rental period is consecutive. It begins when Renter or any of Renter's service providers, such as a decorator, caterer, delivery person, etc., gains entry into CEC for any event purpose; and it ends when the event is over, CEC has been properly cleaned (including debris removal), and vacated by Renter, all guests, and service personnel, together with all their belongings.

Primary Contract Terms: Renter reserves CEC for an event on _____ 2026, from _____ M to _____ M. The Rental Fee for this contract is determined by combining the minimum rental fee and the cost for additional hours. The minimum fee is \$660. Renter chooses to add _____ additional hours at \$80 per hour, which equals \$ _____. Consequentially, the contract price in this instance is \$660 Plus \$ _____ which equals \$ _____.

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 shall not be changed due to a late payment; and a refund of the deposit is not warranted in such instance.

By signing below, each undersigned person hereby declares that the terms of this contract have been thoroughly 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 is 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. 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 visual check of the premises will be made by a staff member to see if these regulations have been adhered to..
- _____ 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 to an event at CEC. It is noted that admission cost shall not include the cost of alcohol.
- _____ Renter shall remove from inside and outside the CEC building all trash, garbage and boxes relative to Renter's event, whether such was caused by Renter, his/her decorator, caterer, guests or D. J. Accordingly, to minimize charges, Renter is given the choice of either having all such debris removed at the end of the event, or allowing \$30 to be deducted from the eligible refund amount.
- _____ If Renter and/or guests bring liquor, beer or wine to CEC, there shall be one security guard per 75 persons.
- _____ 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.

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 Agent and the CEC official hereby state individually that he or she understands and agrees to all the terms, conditions, obligations, regulations and the Rental Fee set forth in this contract, and also agrees to be bound thereby. A space for each signature is provided at the bottom of each of the three 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: _____

Renter's Requirement to Obtain Event Insurance

Event Insurance. Event insurance coverage protects Renter's investment involving a specific event. It covers the costs if Renter is found liable for an injury to a person in attendance at Renter's event and for property damage to both the event facility and Renter. A separate cancellation policy or provision can be purchased to cover costs if Renter unexpectedly needs to cancel or postpone the event, and such additional coverage may be extended to protect other personal loss that may be sustained.

For a renter or host who has not obtained event insurance in the past, obtaining such insurance may be easier, faster and even less costly than a renter might think. An insurance premium that provides protection of \$1,000,000 for a single event may be obtained for an amount that is upwards of \$125.00. There is a long list of event insurance providers, including RVNA, GEICO, Eventsured and a host of others.

As a renter/host of an event at Cleveland Event Center, you shall agree:

1. To obtain event liability insurance coverage to hold harmless, indemnify and defend Cleveland Event Center from and against all claims, suits, judgments, damages, costs and expenses, including legal fees, arising out of this agreement. The minimum liability coverage amount shall be \$500,000 per occurrence and \$1,000,000 aggregate.
3. That the Cleveland Event Center does not and shall not bear any responsibility for injury to any renter or any participant in, or invited guest at, event activities hosted by Renter, that might occur on the premises.
4. That your event insurance carrier list Cleveland Event Center in Cleveland, Mississippi as the hosting site and as a protected party and potential loss payee.
5. To have your event insurance provider forward a "Certificate of Liability Insurance" to Cleveland Event Center at 209 East Carpenter Street, P.O. Box 7, Cleveland, Mississippi 38732. (Most insurance companies readily provide a certificate at no extra cost.)
6. That if Renter fails to obtain event liability insurance coverage, Renter risks sustaining personal liability, while being unprotected.

By signing below, Renter agrees to all terms and regulations of this three page contract, and agrees to pay for any physical damage to the property or furnishings at Cleveland Event Center, resulting from actions taken by Renter, Renter's guests, or by any person contracted by Renter, whether or not such persons did so with the Renter's knowledge or consent, and to indemnify and hold Cleveland Event Center and its employees harmless. Renter agrees to pay Court costs and attorney fees, in any legal action which may arise from the Renter's use of the property during the rental of this venue.

Alternative Relief

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

All parties whose signatures appear below hereby warrant that they are fully authorized and entitled to enter into this agreement and do so on the dates written below.

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: _____