



Lease Agreement must be completed and signed fourteen (14) days prior to Event.

LEASE AGREEMENT #: _____ **VCCC STAFF MEMBER:** _____

***The Vidalia Conference and Convention Center (VCCC) is a smoke free facility, city code is strictly enforced.**

***The VCCC is a weapon free facility.**

***Glass beer or wine cooler bottles are strictly prohibited in the VCCC.**

***Excessive clean up fees will be assessed for any trash left inside and/or outside the facility.**

This agreement is made on the _____ day of _____, 2016, between Bryant O. Hammett, Jr.

Vidalia Conference & Convention Center (herein known as "VCCC") and _____ as Lessee.

Name: _____	
Address: _____	City: _____ State: _____
Zip: _____ Phone#: () _____	Mobile #: _____ Fax #: _____
Email Address: _____	Event Date: _____
Name of Event: _____	Start Time: _____ End Time: _____
Room(s) Reserved: _____	Maximum Attendance: _____
Kitchen Needed: _____	A/V Needed: _____

PAYMENT INFORMATION: Final payment is due no later than fourteen (14) days prior to event.

- 1. FACILITY USE:** VCCC agrees to rent to Lessee the room(s) reserved as before mentioned upon the terms and conditions within this agreement.
- 2. TERMS OF RENTAL:** All room rentals are for 12 hours, not to exceed 12:00 am. If additional time is needed, then a **\$200/hr** rate will be applied unless arrangements have been made with the VCCC Director. The move-in day is at the discretion of The Director, not to exceed 4:30 pm.
This Rental Agreement does not create a partnership or joint undertaking between Lessee and VCCC. Each party will be solely responsible for its own agents, servants, and employees and will pay their compensation. Lessee will not be allowed to sublease any part or subpart of leased area of VCCC.
- 3. SERVICES PROVIDED BY VCCC:** The rental fee specified herein includes:
 - Use of the authorized designated rental area(s)
 - Rented tables and chairs setup
 - Normal climate control
 - Overhead lighting for ordinary lighting use
 - Normal janitorial services for the preparation of the event
 - Optional Bus and/or Trolley not to exceed 10 mile radius (driver fee is \$25 per hour/2 hour minimum)



4. SERVICES NOT INCLUDED IN VCCC RENTAL:

- **VCCC DOES NOT PROVIDE TABLE LINENS (TABLE CLOTHS, TABLE SKIRTS, NAPKINS, ETC).**
- **VCCC DOES NOT PROVIDE EXTENSION CORDS.**
- The use of VCCC staff and/or equipment for purposes of decorating for your event is not included in the rental.
- Any additional assistance by VCCC staff and/or equipment will incur a fee of \$100.00 an hour which must be paid before services are rendered. Request including specifics must be submitted in writing to the VCCC Director. If approved, payment must be paid in full by cash, cashier's check, credit card or money order.
- Security (Please refer to #14)
- Does not provide helium for balloons
- Driver for Bus or Trolley (\$25 per hour /2 hour minimum)

5. DEPOSITS: Lessee is responsible for two (2) deposits. Deposits must be paid by cash, cashier's check, credit card or money order. Deposits are mandatory unless otherwise authorized by Facility Director.

- **Room Rental Deposit** - Secures the date of rental and is fifty percent (50 %) of the reservation rental, unless a different amount is authorized by the Facility Director. This deposit will be deducted from your rental balance.
- **Facility (Damage) Deposit** (\$250.00) – This covers unexpected minor damages and unacceptable clean-up. Deposit must be received at least fourteen (14) days prior to the event. Deposit is refundable if the rental area is left in the same condition that it was at the time of rental. All trash must be removed from tables, kitchen area, concession area, loading dock, etc. and must be bagged and placed in the trash collection area outside the kitchen door. All non-center equipment, supplies and materials must be removed from the building following the event. The VCCC will be not be responsible for anything left on VCCC property. Deposit will be available for refund at the discretion of the VCCC Director.

Please refer to ***Policies and Procedures*** along with the special instructions set forth by the VCCC Director. Any deviations from the above can only be altered by the VCCC Director.

6. CANCELLATION CLAUSE: Lessee agrees to pay the VCCC fees as outlined on Rental Rates Sheet attached to this agreement. If Lessee cancels any event covered by this agreement, Lessee agrees to pay the VCCC the following amounts as liquidated damages and not as a penalty and the parties agree that such amounts constitute reasonable provision for liquidated damages:

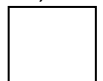
- **If Lessee cancels more than nine (9) months before the first scheduled day of the event,** Lessee may have the right to receive **100% of their rental deposit as a refund**. Lessee may also have the right to reschedule their event at no additional cost.
- **If Lessee cancels less than six (6) months and more than (3) months from the first scheduled day of the event, then 50% of the rental deposit shall be retained** by the VCCC as liquidated damages. Lessee may have the right to reschedule their event at the Facility Director's discretion.
- **If Lessee cancels less than nine (9) months and more than six (6) months from the first scheduled day of the event,** then **25% of the rental deposit shall be retained** by the VCCC as liquidated damages. Lessee may have the right to reschedule their event at the Facility Director's discretion.
- **If Lessee cancels less than three (3) months from the first scheduled day of the event,** then **100% of the rental deposit shall be retained** by the VCCC as liquidated damages. **No refund will be given.** Lessee may have the right to reschedule their event at the VCCC Director's discretion.

7. FORCE MAJEURE: The VCCC may terminate or suspend its obligations under this agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the VCCC:

- Fire, flood, riot, earthquake, hurricane, civil commotion, insurrection, acts of God, labor disputes, strikes, war shortage of or inability to obtain materials, supplies, utilities or any law, ordinance, rule or regulation.

****In such an event, the VCCC shall not be held liable to the Lessee for delay or failure to perform its obligations. However, the client will be eligible to reschedule their event.***

8. CANCELLATION BY LESSOR: The facility to be rented by Lessee, in addition to being a Convention Center, **is a qualified Red Cross Evacuation Center.** The City of Vidalia may terminate or suspend its obligation under this agreement if, at the proposed time of use by Lessee, an emergency situation exists requiring the facility to be used as a Red Cross emergency facility, Lessee will receive a full reimbursement of all monies paid to VCCC, pertaining to the cancelled event. In such an event, the City of Vidalia shall not be liable to the Lessee for its failure to perform its obligation. However, Lessee will be eligible to reschedule their event.



9. **ROOM LAYOUT (i.e., TABLE/CHAIR SETUP):** Lessee must submit their layout plan for approval at least ten (14) days prior to the event. A written request for last minute changes to the setup must be submitted to the VCCC Director for approval. Lessee agrees to pay VCCC **\$200.00** if changes are made forty eight (48) hours or less prior to the event.
10. **PROPERTY LEFT ON PREMISES BY LESSEE OR ANY OF ITS INVITEES:** VCCC assumes no liability for and is not responsible for the property of Lessee and/or Lessee's invitees while said property is on the premises leased herein.
11. **INSURANCE:** Lessee will be required to purchase insurance through the VCCC, unless authorized by the Facility Director. Otherwise, the Lessee hereby agrees to obtain its own insurance and have VCCC listed as coinsured on the policy. Lessee also agrees to keep said insurance policy in full force as in effect during the use or occupancy of the authorized areas pursuant to this agreement, including move-in/move-out periods. All policies shall be issued by companies licensed to do business in the State of Louisiana and having at least an A-VIII rating in the current Best's Manual. All such policies of insurance, with the exception of Worker's Compensation, shall be endorsed to be primary of all other valid and collectible coverage maintained by the VCCC and the City of Vidalia, Louisiana as respects of their activity at the VCCC.
- **Comprehensive General Liability** – said coverage shall have limits of not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for personal injury, contractual liability, operation of mobile equipment, products completed.
 - **Worker's Compensation** – coverage shall comply with all State and Federal requirements and will be in the statutory required limits. All workers in the VCCC must be covered by Worker's Compensation.
 - **Employer's Liability Insurance** – Coverage shall be placed with limits not less than \$1,000,000 per incident.
 - **MAINTENANCE: LESSEE PROPERTY; NO WARRANTY:** VCCC will not be responsible for Lessee property and VCCC makes no representation or warranty, express or implied, as to the premises or any buildings, equipment, roads, easements, improvements or fixtures thereon, except that VCCC is authorized to rent the premises to Lessee pursuant hereto.
12. **INDEMNITY:** Lessee shall indemnify VCCC and hold it harmless for all expenses, liability and claims of every kind, including reasonable attorney fees, by or on behalf of any person or entity or arising out of (1) a failure of Lessee to perform any term or condition of this lease; (2) any injury or damage happening on or about the premises; (3) a failure of Lessee to comply with any law of any governmental authority; (4) any third party agreements or contracts to provide goods or services for the direct or indirect benefit of the client; or (5) any other circumstance or condition not resulting as a result of the negligence or intentional act of VCCC, its agents and employees.
13. **CATERING:** A \$250.00 kitchen deposit will be required for use of the kitchen and will be refunded after the kitchen has been inspected the next business day.

Caterers **MUST** provide VCCC with the following documents no less than (14) days prior to your event:

- General Liability – limits of not less than 1,000,000 per occurrence
- Worker's Compensation Insurance - limits no less than 1,000,000 per occurrence
- Health Certificate
- Business License
- ServSafe Certificate
- Off Premise Catering Alcohol Permit (if serving alcohol)
- Parish and State Tax Certificate

Caterers will be responsible for food setup, paper products, and break down of the food. All catering utensils, chafing dishes, etc. must be removed at the end of the event. Kitchen must be clean upon exit.



- 14. SECURITY REQUIREMENTS:** The VCCC is a publicly owned building. All events require security officers. Security is provided by the Vidalia Police Department and/or Concordia Parish Sheriff Office. The VCCC will schedule all security officers. The number of officers required is subject to change. Security requirements are determined on a case by case situation. The number of officers is based on the number of attendees and classification of the event and will be determined by the VCCC Director.
- *The cost of security is in addition to the rental cost. The fee for security is \$25/hour per officer and must be paid with cash. Payment must be given to staff member on duty prior to start of event. Officers will report for duty 30 minute prior to start of the event and will remain 30 minutes after event ends. Therefore, to calculate an estimated cost of security an additional hour must be added to the duration of the event.**
- 15. CONCESSIONS:** The VCCC reserves all food and beverage concessions and concession rights. The Lessee shall have the right to sell through the VCCC contractual agreements. No food or beverage shall be brought into the VCCC by the Lessee unless approved by VCCC’s Director.
- 16. SEATING AND STANDING CAPACITY:** The VCCC reserves the right to determine when the maximum number of people has been admitted in order to provide for a safe environment, according to Louisiana Fire Marshall Code.
- 17. OPENING HOURS:** The Lessee agrees to open doors for event in accordance with advertised times and dates stated in this contract, unless the VCCC deems it necessary to specify different opening times. The VCCC retains the right to determine number of security personnel needed at Lessee’s expense to provide crowd management and safety to persons in attendance.
- 18. NON-EXCLUSIVE USE:** The VCCC shall have the right to use or permit the use of any portion of the VCCC not granted to the Lessee under this agreement to any person, firm or entity regardless of the nature of the use of such other space. Exclusive use will be left to the discretion of the VCCC Director.
- 19. OBJECTIONABLE PERSONS:** The VCCC reserves the right to eject or cause to be ejected, any objectionable person from the premises. Neither the VCCC nor any of its officers, agents or employees shall be liable to the Lessee for any damages that may be sustained by the Lessee through the exercise by the VCCC of such right.
- 20. RESERVATION AND CONTRACT REMINDERS:** Facility reservations are guaranteed by deposits only or with the authorization of the Facility Director.
- 21. EQUAL OPPORTUNITY:** The Lessee agrees not to discriminate against any employee or any applicant for employment because of race, sex, age, religion, national origin or handicap and further agrees to, likewise not discriminate for those same reasons against any person relative to admission, service, or privileges offered to or enjoyed by the general public. Events shall be completed according to the specified time. Clean up will be completed two (2) hours after the event appointed time.

****Strictly adhere to reserved time schedules or your security deposit may be sacrificed.***

I, THE UNDERSIGNED AS LESSEE OF VCCC, HAVE BEEN GIVEN THE VCCC POLICIES AND PROCEDURES, HAVE READ AND INITIALED AS PART OF MY RENTAL AGREEMENT FOR THIS EVENT:

LESSEE

DATE

VCCC STAFF MEMBER

DATE

VCCC FACILITY DIRECTOR

DATE