

Operational Procedures

Daleville Cultural and Convention Center

I. Purpose:

The following operational procedures are published for the information and guidance of all persons, firms, corporations, or civic organizations utilizing the facilities of the Daleville Cultural and Convention Center here in after referred to as Daleville Convention Center.

II. General:

The operation of this facility shall be in the best interest of the City of Daleville. Operational procedures apply to all renters utilizing the Daleville Convention Center.

III. Operating Hours:

Operating hours for the Daleville Convention Center are from 8:00AM until 5:00PM - Monday through Friday
Operating rental hours for the Daleville Convention Center are from 8.00AM until midnight - Monday through Sunday.

IV. Rental Classifications:

Commercial/Private Individual Persons/Groups:

Commercial rates shall be applied to all functions when renter is other than a tax-exempt non-profit or Civic organization. Business license may be required for certain events according to City of Daleville ordinances. A copy of license must be presented the day the application is submitted.

Civic:

Civic rates may be applied to all functions where the sponsoring organization is an established tax exempt 501(c) (3) charitable organization and is exempt from payment of income taxes by federal, state and local law. Each Civic Group, if not listed with the Chamber of Commerce, is required to present proof prior to date of event. If information is not presented, commercial rates will apply, or rental may be cancelled.

V. Rental Agreements:

Rentals are accepted on first come, first served basis. Rental agreements must be signed and returned to the Daleville Convention Center staff within 30 business days of reservation. Agreements generated less than 30 business days prior to the event must be signed and returned within 48 hours of reservation. Reservations for which a signed rental agreement and payment have not been received are subject to cancellation at the discretion of the Daleville Convention Center staff. The rental agreement is for the sole benefit of the renter and the Daleville Convention Center, and renter may not assign or transfer its obligations or rights under the agreement. Any assignment or transfer contrary to the provisions of the agreement will result in the cancellation of the event. Renter is responsible for all costs, expenses and reasonable attorney's fees incurred by the Daleville Convention Center in enforcing the signed agreement. Date and/or time change will require 10 business days in advance and may be accommodated if space and staff are available. Set-Up, decorating or rehearsal time must be included in the time chosen on the rental agreement. Long-term facility use agreements can be negotiated and shall be subject to adjustment as to availability upon notice by the City of Daleville.

VI: Tentative Reservations:

The Daleville Convention Center will reserve a date tentatively for a period of two (2) weeks. Should another client request the same tentatively reserved date, the first client will be given 48 hour notice and must confirm the tentative reservation with a 50% deposit and adhere to all rules applying to these operational procedures.

VII: Deposits:

Advance deposit of 50% of the total fee will be required in cash, check or money order when reservations are made and will be applied to total rental cost.

VIII. Payment Terms:

Payment is due in full at the time the rental agreement is signed. Bookings that are made less than 30 business days prior to the scheduled event must be paid in full within 48 hours of receiving rental agreement. Cash, check and money orders are accepted.

VIII. Cancellation Policy:

Daleville Convention Center will issue refunds for cancelled reservations according to the following schedule:

More than <u>60</u> days before the scheduled reservation	100%
<u>30 - 60</u> days before scheduled reservation	50%
Less than <u>30</u> days before the scheduled reservation	0%

X. Liability:

The Renter is responsible to obtain liability insurance and must present a certificate of liability insurance to cover the duration of the event within 10 days of the event. The liability must be for \$100,000.00 and can be obtained from an available insurance company of your choice. The certificate must name the City of Daleville an additional insured. If documentation is not presented, the Daleville Cultural and Convention Center has the right to terminate the rental agreement without obligation. Renter assumes all risk and liability for or on account of any property or equipment used or allowed on the premises inside or out and for any injury, loss or damage to any person or property in or upon said leased premises. Daleville Convention Center will bill the renter for repair or replacement charges after the event. Renter further agrees to protect, indemnify, hold and save harmless the City of Daleville, and it's employees, agents, representatives, council members, department heads, mayor and contractors ("Released Parties"), from and against any liability of whatsoever nature, arising out of the use, occupancy, and possession of said premises by renter or anyone attending the premises during the term of rental of facility. Renter also assumes all risk and liability for or on account of injury, loss, or damage to any participant, spectator, persons in or visitors to the event, and other third parties associated with the event. Renter further covenants and agrees that he/she will not occupy or use premises, or permit the same to be occupied or used in such a way as to violate Federal, State or Municipal law, rule, regulation or ordinance, including the laws regulating sales and consumption of alcohol. Renter must be present at premises at all times during event.

XI. Excused Non-Performance:

The Daleville Convention Center is not liable for any failure to provide the agreed services or facility due to labor disputes, accidents, riots, war, government restrictions or requirements, or any other event of circumstance beyond the control of the Daleville Convention Center. Any such non-performance shall be excused and the rental agreement may be terminated without further liability, upon return of the renters deposit/payment rendered to event.

XII. Miscellaneous Regulations/Policies:

1. Rental Application:

City of Daleville may require a rental application to be filled out prior to approval of event.

The Daleville Convention Center staff will notify the prospective renter in writing or by phone whether or not the application has been approved.

2. Security:

All functions at the Convention Center, scheduled by any person or group, between the hours of 6.00p.m. to midnight require a Daleville police officer for security. The fee of \$25.00 per hour with a minimum of 2 hours for this service must be paid at the time the Daleville Convention Center is scheduled. All fees need to be paid in advance and are refundable according to cancellation policy.

The following security schedule will apply:

001-300 people - A minimum of One (1) Security Officer

300-600 people - A minimum of Two (2) Security Officers

Depending on the type of event more than one security officer may be required for 1-300 people and more than two security officers may be required for 300-600 people.

3. Alcohol:

Alcohol may be served to persons over the age of 21 under the terms and conditions consistent with the applicable laws of the State of Alabama and City of Daleville as long as the renter takes full responsibility for and holds the City of Daleville and "Released Parties" harmless from ALL liability arising from the serving and consumption of alcoholic beverages.

4. Rental facility clean-Up:

A clean-up deposit of \$150.00 is required to be paid at the time rental agreement is signed and will be refunded if clean-up procedures are adhered to. Non-adherence will result in forfeiture of deposit. Clean-Up is the responsibility of the renter and requires the rental area (building and grounds) to be left in the exact condition as upon arrival, including any hallway or restrooms used by group or individual within the hours of rental agreement. All trash must be removed immediately from the premises. After the event, the rental facility will be inspected by Daleville Convention Center staff. Clean-Up time will be counted within the hours of rental agreement.

5. Catering Service:

The Daleville Convention Center will not enter into contract for any catering service. All arrangements for food and service will be between renter and the licensed caterer. All supplies needed for the event (dishes, table linens, paper and/or plastic products etc.) have to be furnished by caterer. Set-Up time for caterer is determined by renter according to rental agreement. Caterers will not be permitted in the building prior to the rental start time. All catered food has to be prepared prior to event and will be set up in designated areas, the use of designated area is for quick food prep only. Caterer/Renter is responsible for all food and trash removal. All trash must be removed immediately from the premises. Trashcans are provided in designated outside area. The caterer/renter is asked to *remove* all food and equipment and thoroughly clean the used areas of the facility and trashcan area prior to the rental end time. Daleville Convention Center staff reserves the right to condemn certain caterers who *have* proven not to follow general guidelines set forth by Daleville Convention Center staff. Propane BBQ's can be brought onto premises and have to be set up in designated outside area. Renter will be held financially responsible for any and all damage caused by caterer and/or failure of caterer to adequately clean up used facility. All caterers must have a current business license and insurance.

6. Kitchen Use:

Use of the kitchen is free of charge and for quick prep and/or warming of food only. Clean-up deposit includes the use of the kitchen and will be refunded if clean-up procedures are adhered to. Non-adherence will result in forfeiture of deposit. Clean-Up is the responsibility of the renter/caterer and requires the kitchen to be left in the exact condition as upon arrival. After the event, the kitchen area will be inspected by Daleville Convention Center staff and renter. Clean-Up time will be counted within the hours of rental agreement.

7. Room Set-Up:

Daleville Convention Center staff will set out agreed upon rental items prior to an event. The renter is responsible for the setup/breakdown of the facility, and the set-up of facility must be done to stay within compliance of fire code guidelines.

8. Room Decorating:

Decorating of interior or exterior surfaces of the Daleville Convention Center is prohibited. If decorating takes place on a day prior to the event date the regular rental fee will apply for each day that is booked in addition to event date. Materials not allowed during rental include birdseed, rice, confetti, dance wax, water guns, silly string and fog/smoke machines and any other type of materials that could cause damage to interior/exterior. To stay within fire code guidelines, candles are only allowed if flame is covered by a glass container. No flammable materials with the exception of birthday candles are allowed. Decorations can be brought in and may be displayed on tables and/or easels. Any other decorations brought into the facility may be displayed as free standing decorations only. Decorating of walls with tape, tags, staples, nails or any other materials is not allowed. At the end of the event renter is responsible to remove all decorations within the hours of rental agreement.

9. Rehearsals:

Rehearsals, technical rehearsals or other occupancy must be scheduled and approved prior to the event, within the hours scheduled in rental agreement. If rehearsals take place on a day prior to the event date the regular rental fee will apply for each day that is booked in addition to event date.

10. Chaperones:

All functions held in behalf of minors will be reserved by a responsible adult and will be chaperoned to address crowd control. The numbers of chaperones will be determined by number of minors expected for the function (Ratio 1:15). Chaperones *will* be held responsible.

11. Equipment/Personal Property:

No equipment may be brought in to the Daleville Convention Center without prior approval. Objects/equipment for exhibit or other items including personal property brought into the event rooms are there at the risk of the event organizer. The City of Daleville Convention Center staff or other city employees will assume no liability for loss, stolen, destruction, or damage to or of such objects.

12. Inflatable Toys:

Inflatable toys are not permitted in and/or outside of premises.

13. Illegal substances are not permitted on premises
14. All tobacco use is prohibited inside the facility, but is permitted in outside areas.

15. Weapons:

Daleville Convention Center bans any type of weapons from premises.

16. Vendors:

All outside vendors, caterers, musicians, photographers and any other outside professionals participating in an event must present a business license to the Daleville Convention Center office at the time the rental agreement is signed

17. Load-In and Load-Out:

All Loading will be performed from designated area only at time renter has specified in rental agreement for this purpose. Convention Center staff is not available for load-in or load-out. All property must be removed from the premises at the end of event time specified in rental agreement. Any items left for more than 48 hours will be deemed abandoned. Convention Center staff will not perform any storing, packing, or shipping duties.

18. Deliveries:

Deliveries may only be made on the event date during designated hours agreed in rental agreement as to not conflict with Daleville Convention Center events and operations. Daleville Convention Center reserves the right to refuse any delivery or set-up that does not arrive at the designated time agreed in rental agreement.

19. Postings:

Signs and posters must have permission from Daleville Convention Center prior to posting in/out of facility.

20. Animals:

Animals are prohibited in facility and on outside premises during an event, except those who aide the disabled.

21. Children:

Children must be strictly supervised by parents/guardians/chaperones.

22. Parking:

Event parking is available in the designated parking areas. Renter is responsible for clean-up of parking area after event. Parking of any vehicles of persons not attending an event is prohibited at all times.

XIII. Safety Guidelines:

Renter will assume responsibility for making sure the following safety guidelines are met:

1. All entrance and exit doors must stay accessible and unlocked at all times, and are prohibited from being block.
2. All fire code regulations that are listed must be adhered to:
 - No more than 400 people present in the Daleville Convention Center when using the stage, tables and chairs.
 - No more than 434 people present in the Daleville Convention Center when using tables and chairs.
 - No more than 600 people present in the Daleville Convention Center when using chairs only.

XIII. All exceptions to the operational procedures must be presented to the City Council.

The City of Daleville reserves the right to amend these operational procedures at any time at its sole discretion.

Renter and Convention Center staff has read and thoroughly understand these operational procedures for the

Daleville Convention Center and agree to abide by them as part of the rental agreement.

Signed By Renter: _____

Date: _____

Printed By Renter: _____

Signed By DCC Staff: _____

Date: _____

Printed By DCC Staff: _____

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