Operational Procedures

Daleville Cultural and Convention Center

1. 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.

2. 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. Neither the City of Daleville nor any of its Officers, Employees, or Agents shall be responsible for the views or opinions expressed by the Renter or Guests.

3. Operating Hours:

Operating hours for the Daleville Convention Center are from 8:00 AM until 5:00 PM - Monday through Friday Operating rental hours for the Daleville Convention Center are from 6:00 AM until midnight - Monday through Sunday.

4. Rental Classifications and Rates:

All rates shall be set by the Daleville City Council as follows:

a. Private Companies/Individual Persons/Groups:

This rate shall be applied to all functions when the Renter is other than a non-profit or Civic organization conducting an event for its members and/or guests or the general public but without an admission or participation charge. A business license may be required for certain events according to City of Daleville ordinances, and if so required, a copy of the license must be presented the day the application is submitted.

b. Civic and Charitable:

Civic rates may be applied to all functions where the sponsoring organization is a recorded non-profit corporation or other legal entity or a public and widely recognized civic or charitable organization. Each Civic Group, if not listed with the Chamber of Commerce, is required to present proof of its establishment as a civic or charitable organization prior to the date of the event. If information is not presented, the appropriate rate as stated above shall apply.

5. Rental Agreements:

Rentals are accepted on a first-come, first-served basis. Rental agreements must be signed and returned to the Daleville Convention Center staff along with proof of credentials (including any permits, insurance, or licenses required) and a down payment not less than ten days prior to the event. Reservations for which a signed rental agreement, credentials, 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 the 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. The 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 ten business days' notice in advance and may be accommodated if space and staff are available. Setup, 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.

6. Tentative Reservations:

The Daleville Convention Center will reserve a date tentatively for a period of 30 days. 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 along with the signed agreement and other required documents and adhere to all rules applying to these operational procedures?

7. 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.

8. Payment Terms:

Payment is due in full at the time the rental agreement is signed and returned along with other required permits, insurance and licenses and no less than 10 days prior to the event. Cash, check and money orders are accepted.

9. Cancellation Policy:

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

a. More than 60 days before the scheduled reservation 100%

b. 30-60 days before the scheduled reservation 50%

c. Less than 30 days before the scheduled reservation 0%

10. Liability:

The Renter is responsible for obtaining general liability insurance to cover any occurrence 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 a minimum of $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.

11. 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 or 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 the event.

12. Miscellaneous Regulations/Policies:

a. Rental Application:

City of Daleville may require a rental application to be filled out prior to approval of event. The application must fully and completely explain in detail the nature of the event, the activities to be conducted, the use of alcohol on the premises, age restrictions, food and drink, number of persons expected to attend and any expected cost of admission or participation by attendees. Renter understands that the application will be used as an inducement to the City of Daleville to allow Renter use of the facility and the application must be complete and truthful. An incomplete application or one that misrepresents the nature and use of the event may lead to cancellation at a later date, including during the event itself.The Daleville Convention Center staff will notify the prospective Renter in writing or by phone whether or not the application has been approved.

b. Alcohol:

Alcohol may be served to persons over the age of 21 under the terms and conditions consistentwith the applicable laws of the State of Alabama and City of Daleville. The Renter and its officers, agents and employees agree to assume full, supervision and control over the use and dispensing of alcohol to attendees. Attendees are prohibited from bringing their own individual alcohol on their person or in ice chests or other containers to the event. Renter, by execution of this agreement, holds the City of Daleville and its Officers, Employees and Agents harmless from ALL liability arising from the serving and consumption of alcoholic beverages. Renter shall provide evidence of appropriate insurance by separate policy or endorsement in addition to the general policy of insurance

required above to specifically and adequately cover liability to all parties which may result from the serving of alcoholic beverages on the premises.

c. Rental facility clean-Up:

A clean-up deposit of $250.00 ($150.00 for Civic) is required to be paid at the time the 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 a group or individuals within the hours of the 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 the rental agreement.

d. 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. Setup 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. Trash cans are provided in designated outside areas. 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 BBQs can be brought onto premises and have to be set up in a designated outside area. The Renter will be held financially responsible for any and all damage caused by the caterer and/or failure of the caterer to clean up the used facility adequately. All caterers must have a current business license and insurance.

e. Kitchen Use:

Use of the kitchen is free of charge and for quick prep and/or warming of food only. The 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 the Renter. Clean-Up time will be counted within the hours of the rental agreement.

f. Room Setup:

Daleville Convention Center staff will not set out agreed-upon rental items before an event. The Renter is responsible for the setup/breakdown of the facility, and the setup of the facility must be done to stay within compliance with fire code guidelines.

g. 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 the 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 the interior/exterior. To stay within fire code guidelines, candles are only allowed if the 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 walls with tape, tags, staples, nails, or any other materials is not allowed. At the end of the event, the Renter is responsible for removing all decorations within the hours of the rental agreement.

h. Rehearsals:

Rehearsals, technical rehearsals, or other occupancies must be scheduled and approved prior to the event, within the hours scheduled in the 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.

i. Chaperones:

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

j. 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.

k. Inflatable Toys:

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

l. Illegal substances:

Illegal substances are not permitted on premises

m. Tobacco Use:

All tobacco use is prohibited inside the facility but is permitted in outside areas.

n. Weapons:

Daleville Convention Center bans any type of weapons from premises.

o. 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

p. Load-In and Load-Out:

All Loading will be performed from designated area only at time renter has specified in the 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 the event time specified in the 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.

q. Deliveries:

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

r. Postings:

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

s. Animals:

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

t. Children:

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

u. Parking:

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

13. Safety Guidelines:

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

a. All entrance and exit doors must stay accessible and unlocked at all times and are prohibited from being blocked.

b. All fire code regulations that are listed must be adhered to:

No more than 300 people are present in the Daleville Convention Center when using the stage, tables, and chairs.

No more than 300 people are present in the Daleville Convention Center when using tables and chairs.

No more than 350 people are present in the Daleville Convention Center when using chairs only.

14. 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. The City of Daleville and its administration or Department of Public Safety reserve the right to terminate Renter's use of the facility at any time before or during the event if it is determined that any conditions of this agreement are violated or the conduct of the event is inconsistent with the representations made on the Renter's application for the use of the facility.

Acknowledgment and Signatures

I acknowledge that I have received a copy of the operational procedures and will adhere to them.

Signed By Renter:		Date:	
Printed By Renter:			
Signed By DCC Staff:		Date:	
Printed By DCC Staff:			