



PO BOX 600/1913 HICKORY BLVD SE, LENOIR, NC 28645 828-726-2394

July 22, 2022

CONFERENCE CONTRACT

Agreement between **J. E. BROYHILL JEBCC**, hereinafter called **JEBCC** and (**patron**), hereinafter called **PATRON**.

Name in full of Patron:

Name of Patron:

Date(s) of Function:

Address:

Phone:

Cell:

E-mail:

Nature of Function:

Rental Period:

Date:

Start of Contract:

Event Time:

End of Contract:

Note: Start of Contract is the point in which the building will be open and move in begins. End of Contract is the point when the building is closed and move out has been completed.

Area(s) to be Used:

RENTAL FEE

\$

Other Services:

\$

Security:

\$

\$

25% DEPOSIT

\$

TOTAL DUE

\$

- Sign and return this Contract and Conference Usage Procedures form upon payment of rental deposit.
- Failure to comply automatically cancels the Patron's arrangements made with JEBCC. Date(s) are not considered firm until this contract has been fully executed by both parties, deposit has been received, and event has been approved by JEBCC management.

Patron Signature

I have read and by signing agree to follow all portions of this contract to include the Conference Usage Procedures, Event Planning Guide, and Conference Checklist

Type or Print Name and Title

Organization

JEBCC Representative

Date

Date

1. **Payment:** Patron shall pay to JEBCC a deposit in the amount of twenty-five per cent (25%) of the rental fee to secure event date. The deposit shall be refunded if Patron cancels said event at the following rates: prior to ninety (90) days, 100%; prior to sixty (60) days, 50%; prior to thirty (30) days, 25%; less than thirty (30) days, 0%. **Payment in full is required no less than thirty (30) days prior to the event.**
2. **Provided Services:** heating/cooling, lighting, and initial event setup. All other expenses incurred by JEBCC will be billed to the Patron. (equipment, labor, and security rates are subject to change)
3. **Conduct:** Patron will conduct its function in an orderly manner and in full compliance with the rules of JEBCC, Caldwell Community College, and with all applicable laws, ordinances, and regulations. Intoxicated and unruly behavior will result in ejection from the facility.
4. **Damage:** Patron assumes responsibility for any and all damages caused by itself, any of its guests, invitees, or other persons attending the function. This is inclusive of equipment, theft, facilities, grounds, and furnishings
5. **Advertising:** Patron shall not advertise any event to occur at the JEBCC prior to the signing and approval of this contract. All contracts between all parties must be properly executed and exhibited to management prior to the arrangement of the event
6. **Taxes:** All federal, state, and municipal taxes applicable to this function shall be paid for by the Patron and are in addition to the prices quoted above. This includes taxes pertaining to ticketed events.
7. **Event Setup Requirements:** Patron must complete the Conference Center Checklist and confirm event setup needs no later than one week prior to the event.
8. **Staffing:** Management shall secure and the Patron shall pay at the current hourly rates for all necessary staffing, including but not limited to security, parking attendants, housekeeping, and technical assistance. The JEBCC staff retains the right to determine the appropriate number of security, staff, and contractual personnel necessary for the event. **No other personnel shall be used without approval.**
9. **Control of Building:** The management and employees of the JEBCC are considered to be in control of all functions and events.
10. **Additional Regulations:** JEBCC reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interest of JEBCC; and such regulations shall be binding upon the Patron. All Patrons shall comply with the laws of the United States of America and the State of North Carolina and with all ordinances, rules and regulations of the County of Caldwell and the City of Lenoir, N.C., and any regulations imposed by the Board of Trustees of Caldwell Community College and Technical Institute. Violation by the Patron will result in the cancellation of this contract.
11. **Indemnification and Hold Harmless:** Patron agrees to indemnify and hold JEBCC/CCC&TI harmless from any and all liability, including attorney's fees arising from any claim or demand resulting from the use of the theatre, lobby, patio, conference center, or the JEBCC property in connection with the use of the same by the Patron or its agents.
12. **Force Majeure:** In the event of any type of disruption of services due to riot, fire, governmental directive, natural disaster, pandemic, utility failure, or other Act of God that may render occupation of the facility impracticable, either party has the right to terminate this Agreement upon written notification. Patron hereby waives any damages for compensation from such an occurrence except for payment made directly for rental fees.
13. **Operating Policies and Procedures and Fee Schedules:** JEBCC has adopted operating policies, procedures, and fee schedules, which are set forth in this contract, and related documents. JEBCC reserves the right to amend the operating policies, procedures and fee schedules. All such amended policies, procedures, and fee schedules shall become effective and binding upon the Patron following thirty days (30) prior written notice of said amended policies, procedures, and fee schedules.

JEBCC Conference Center Usage Procedures

All state and local fire and safety codes as well as OSHA regulations must be followed for your event.

General Procedures:

- ❖ The Contract event end time is considered the point at which the facility is vacated. **Failure to comply will result in additional charges.**
- ❖ The Contract event start time is considered the point in which the facility will be available and open for use. **Entry prior to this time will result in additional charges.**
- ❖ The JEBCC staff must approve all deliveries and pickup of rented or other items for your event.
- ❖ All articles for your event must be removed at the close of the contractual period.
- ❖ Smoking is prohibited.
- ❖ Rooms and/or Lobby area furnishings are not for personal use and may not be moved.
- ❖ Moveable wall units are to be handled by JEBCC staff only.
- ❖ The use of hay, straw, or other organic material that may harbor vermin is strictly prohibited in the facility.
- ❖ No animals are allowed in the facility (except guide animals).
- ❖ No tape/adhesives, posters, screws, nails, etc. are to be used on seats, tables, moveable walls or painted surfaces in/outside the facility without the approval of JEBCC staff.
- ❖ No banners, mirror balls, or other items are to be hung from the ceiling without the approval of JEBCC staff.
- ❖ Open flames are not allowed in the facility (except floating candles, enclosed candles, or in a candelabra).
- ❖ Rice throwing during wedding receptions is prohibited (bird seed is permitted outside only).
- ❖ The use of confetti or glitter is prohibited. If found in violation, the Patron will be billed an additional cleaning fee.
- ❖ All trash must be gathered and disposed of in the dumpster provided at the conference level dock.
- ❖ Children must be supervised at all times and be confined to the rented area.
- ❖ Dock and patron drop off areas must remain clear and accessible at all times.

Food/Beverage Procedures:

- ❖ North Carolina ABC regulations must be followed by the Patron at his/her own liability.
- ❖ A permit is required to sell alcoholic beverages at your event (restrictions apply).
- ❖ A permit is required to serve spirituous alcohol at your event.
- ❖ Beer and wine are permitted without a permit (only if not sold).
- ❖ All alcohol must be dispensed from a central location (i.e. a bar).
- ❖ Brown bagging is prohibited.
- ❖ Security is required for all events where alcohol is served (see JEBCC staff).

General Procedures:

- ❖ Patron will provide a formal diagram of setup needs no later than one (1) week prior to the event.
- ❖ The JEBCC reserves the right to hire additional staff to fulfill the requirements of your event. The Patron will be informed in advance if additional staff is required.
- ❖ The Patron as listed on the contract will have full responsibility of the event unless a liaison is designated. Any changes in time, setups, etc. will only be executed upon their request.
- ❖ The JEBCC staff is responsible for the initial setup of your event only. Adjustments are the responsibility of the Patron with the approval of the JEBCC staff.
- ❖ The Patron must provide a translator for all non-English speaking events (see JEBCC staff).
- ❖ Please refer to the Event Planning Guide for more information.

Date: _____

Patron: _____