

Decatur Conference Center
P.O. Box 1299, 2010 W. US 380, Decatur TX 76234
940-393-0280; Fax: 940-627-2600

DECATUR CONFERENCE CENTER, CITY OF DECATUR, WISE COUNTY

Wise County Emergency Management and the Decatur Conference Center, through its authorized representatives, enter into the following rental agreement and terms.

AGENDA

Event Date: **As needed bases good until 6.30.24**

No. of Guests: **15**

Event Start Time: **TBD**

Move In Time: **TBD**

Event Type: **Disaster relief – as needed basis**

Rented Space: **Boardroom**

CHARGES

Room Charge(s): **\$140.00 – 8 hour rental**

Banquet Services: **TBD**

Damage Deposit: **N/A**

Linens, Dance Floor, etc.:

Insurance Required: **N/A**

Security Required: **NO**

DEPOSIT REQUIRED TO SECURE DATES: Waived

The Conference Center reserves the right to move the above-mentioned event(s) to an equal or greater space with notification and approval of both parties.

Additional charges may be incurred once the program is finalized with your Event Manager.

ALL FINAL CHARGES WILL BE DUE 7 DAYS PRIOR TO YOUR EVENT.

Room charges include tables and chairs – other services available at an additional charge.

For Meeting Space Requests Only - Outside of 90 day Booking Window

"At this time, the Decatur Conference Center will be offering this Agreement on a "2nd Option" basis for your group. Within ninety (90) days from your event date, the Agreement will then be placed on a "1st Option" basis and the meeting space requested will then be "Confirmed" on a 1st Option basis to your group. Any deposits received will then be credited to your event."

The City of Decatur reserves the right:

To cancel and/or reschedule any event based upon emergency operational needs of the City as required by the City of Decatur Office of Emergency Management (OEM). The Decatur Conference Center has been designated as an Emergency Operations Center (EOC) by the Decatur OEM. Life safety and emergency needs of the community take priority over any scheduled event. The City of Decatur hereby disclaims all liability for any and all claims and/or causes of action that may arise due to the cancellation and/or rescheduling of an event due to emergency operational needs of the City.

CONTRACT: Each person, group, or organization using the Decatur Conference Center will have a signed rental contract. No verbal agreement for use of the Center is valid.

DELIVERIES AND STORAGE: Acceptance and storage of any supplies, materials and equipment must be approved and coordinated by the Conference Center Director. Client must make arrangements for pickup of the above mentioned in a timely manner.

SET UP/TEAR DOWN: Occupancy of the meeting space after the agreed time may result in charges at an hourly rate in addition to damages should another client be unable to assume the meeting space as contracted.

Tenants and their vendors, as well as audio/visual, and decorators must vacate promptly by the contracted time frame. Clean up and tear down must be included in this time. Tenant and/or vendor agrees to leave the premises in as good as or better condition than that which existed prior to their usage which includes but is not limited to:

- a) Clear tables of any personal belongings or debris as a result.
- b) Take down all decorations, and remove personal belongings, equipment and supplies.
- c) Clean up all obvious spills on tables and floors.

The Conference Center is **not** responsible for any lost, stolen or damaged items.

DEPOSIT & BALANCE: The deposit notated on your invoice (not to exceed \$2000.00) and a signed Rental Agreement is required within five business days of the receipt of this Agreement. The balance is due 7 days prior to the first day of your event date. Events booked within 14 days require a non-refundable payment equal to the total rental fee with the signed Rental Agreement. An additional deposit will be required if alcohol will be served. Please see 'Alcoholic Beverages' section for details. Under discretion of the Director, an additional deposit may be required.

CANCELLATION POLICY: Notification of cancellation of an event must be received in writing no later than 60 business days prior to the event date to receive initial deposit back. If extensive planning of an event has been done, then a Coordination fee will be assessed. Notification of cancellation received after this deadline will result in a forfeiture of the entire contracted amount.

CHANGE OF DATES POLICY: Any change of date(s) of a contracted event must be arranged 60 business days prior to an event. Any date changes after this deadline will result in a forfeiture of ½ of the deposit, unless arrangements are made with the Conference Center Director. If the event is paid in full and moved to another date prior to the 60 business day deadline, the whole amount will be applied to the new date.

CATERING/FOOD: Food not prepared by the Conference Center is not allowed to be brought into the Center due to health regulations. Guaranteed food numbers need to be provided to the Conference Center (10) ten days prior to the scheduled event.

AUDIO/VISUAL: The Conference Center must be notified in advance if any outside Audio/Visual companies are contracted for the above-mentioned event. A 15% fee will be charged on outside equipment rental fees. All technicians used to operate the technical AV equipment in the Main Hall will be acquired through the Conference Center. The lessee is responsible for this expense.

SECURITY OFFICERS: The Conference Center Director reserves the right to determine if police security is required during a scheduled activity. The Conference Center Director, along with the Decatur Police Department, will determine the officers, hours and duties of officers. The Conference Center will communicate with the Decatur Police Department. The Lessee is responsible for this expense and will pay either by cash or check the assigned Decatur Police officer(s) prior to the day of the event by separate payment at a rate of \$40.00 per hour per officer. A rate of \$65.00 per hour per officer will apply for city holidays. Security is required until group and entertainment are out of the building.

OPTIONS FOR GUN SHOWS ONLY: Firearms and handguns are prohibited in all areas of the Decatur Conference Center, except at space rented for along routes designated to and from a Gun Show. Firearms and handguns are prohibited in all other areas and events of the Decatur Conference Center. Individuals possessing a firearm or handgun must enter and exit the Decatur Conference Center using only the routes designated. Individuals possessing a firearm or handgun must leave the premises immediately upon exiting the Gun Show. All firearms and handguns must remain unloaded at all times. This does not apply to licensed peace officers or individuals licensed under Art.2.122 of the Texas Code of Criminal Procedure.

ALL GUN SHOWS MUST COMPLY WITH THE FOLLOWING RULES:

- * Security must be present during setup of events to check weapons.
- * All weapons must be unloaded. Security will check to make sure of this.
- * Trigger mechanisms must be secured with tie wraps or similar devices.
- * All weapons must be checked at door before entering and exiting the building.
- * Persons under eighteen (18) years of age WILL NOT be admitted without an adult.
- * All persons must be eighteen (18) years or older to purchase tickets whether or not accompanied by an adult.
- * Uniformed police officers must be present during hours of operation of Gun Show and remain on site until all weapons are off of the property.

OUTDOOR CONCERTS: All outdoor concerts will be charged at the Rental Rate for the Great Hall. Damage deposit will be assessed at a rate of \$1500.00. Any abuse to facility and grounds may result in forfeiture of damage deposit. All outdoor events require the rental of portable toilets at the client's expense. Location of portable toilets will be determined by the Center Director. Drop off and pick up of portable toilets needs to be coordinated through the Conference Center Director. Due to safety of the building, the facility will be locked during the hours of the concert.

OPEN TO PUBLIC EVENTS: All clients falling under this category agree to the following: on they day of move in, rooms not being used may be rented out if needed. If this is a concern, you may speak to the Conference Center Director.

LAW AND ORDINANCES: Lessee will comply with Federal, State and local laws and ordinances, as well as obtain any permits or licenses required for the event outlined in this Agreement. This includes the observance of posted occupancy capacities for function rooms, keeping exits and corridors barrier free, and not bringing any flammable materials, such as gasoline or oil, into the building.

NATURAL DISASTERS OR WEATHER EVENTS: The Decatur Conference Center is not responsible for any loss or damage due to an equipment failure that may result from a natural disaster or weather event. Should the Decatur Conference Center be unable to complete fulfillment of the terms in this agreement as a result of a natural disaster or weather event, charges will be payable up to

the time of loss, damage or failure. Lessee also releases the Decatur Conference Center and its representatives from any claim for compensation or legal fees.

MUSIC/NOISE: The use of either live or recorded music during an event must be stated in writing on the Rental Agreement and approved by Conference Center Director. If an activity produces excessive and disturbing amounts of noise, the Conference Center management reserves the right to enter the room(s) and advise client to terminate the activity should music/noise exceed 95 decibels.

FIRE CODES: The entire facility is a Non-Smoking/Tobacco free facility. The City of Decatur operates under uniform Fire Codes and must be followed. Candles or other lighted devices may be used only by special permission, in writing, by the Conference Center Director. Decorative material must be flameproof.

ALCOHOLIC BEVERAGES: Client booking the event may bring alcohol. All alcohol will be brought to Conference Center Director and will be served by TABC Certified bartenders. All clients will follow the rules listed below and a signed Alcohol Policy will need to be signed and returned to DCC in order for alcohol to be brought in. When alcohol is served, there will be a \$400.00 deposit due prior to the event for groups of 100 people or less. For groups over 100 people, the deposit will be \$800.00.

- a) No disbursement of alcoholic beverages may occur between the hours of 12:00 a.m. and 12:00 noon on Conference Center Premises. **ABSOLUTELY NO DRINKING ALLOWED IN PARKING LOTS.**
- b) Lessee shall not allow attendees to bring alcohol into the Conference Center.
- c) Lessee shall not allow any person to exit the Decatur Conference Center with an open container of alcoholic beverages.
- d) Lessee will not allow minors or intoxicated individuals to be served alcohol.
- e) All events with alcohol will require an officer, or officers, depending on number of attendees, at the event from the time the bar opens until the event is over and all guests have left the building.
- f) Bar will close one hour prior to the end of the event.

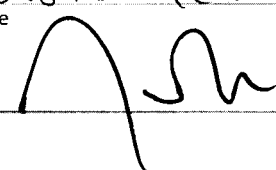
DAMAGE: A damage deposit will be assessed prior to the event should the Conference Center Director determine the event to be of a nature that might involve more than normal wear and tear on the facility. This deposit will be added to the 50% room rental deposit due with the signed contract, and is refundable in the event of cancellation or the absence of damage as determined by Conference Center management. Lessee agrees to assume all responsibility for any damages done to the premises and/or property as a result of their usage. An authorized Center representative has 5 regular working days following an event to determine and assess any damages. It is the responsibility of the Conference Center representative to notify the Lessee of any damages during this period. Lessee assumes all costs for repair and/or replacement based on the assessment of the Conference Center.

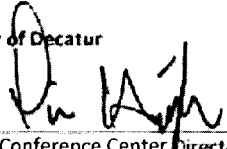
RIGHTS OF THE LESSEE: Lessee shall not obstruct, interfere, injure, or annoy other users, lessees, or tenants of the Decatur Conference Center. Failure to comply may result in termination and immediate departure of the lessee and their attendees. In the event of this occurrence no monies will be refunded. Lessee cannot sublease or assign its contracted space to another individual, group, or organization without notification and approval by Conference Center management. In the case of trade or consumer show, the Director must approve all vendor space.

WAIVER: Lessee agrees to wholly release, indemnify, and hold harmless the City of Decatur, its officers, agents, and employees for any and all claims, damages, harm, personal injury, including death, property damage, lawsuits and judgments, including legal costs or any other expenses that arise from any negligence, omissions, willful, or intentional acts of Lessee, or its officers, agents, employees, independent contractors, licensees or guests provided. However, this agreement to indemnify is not applicable to any negligent acts of the City of Decatur, its agents, servants, or employees.

The City of Decatur and the Decatur Conference Center reserve the right to prohibit additional rental to persons who do not comply with above mentioned rules and regulations.

Lessee expressly acknowledges that Lessee has received a copy of the official Rules and Regulations for use of the Decatur Conference Center, and that Lessee accepts all of said Rules and Regulations, which shall be deemed to be incorporated as provisions of this Rental Agreement same as set forth in full herein.

Disaster Relief
Event Name

Signature
5-22-23
Date

City of Decatur

By: Conference Center Director
5.8.23
Date

Customer Courtesy Guidelines

1. Please note that **when you rent a room that means your guests and their children are to remain in that room and not out in the halls.** Your guests are your responsibility.
2. Guaranteed food counts need to be provided to conference center 10 days prior to the event. This allows time for ordering of supplies.
3. The use of blue painter's tape and removable 3M strips is permitted on certain walls in decorating. Nails, hooks, screws, staples and strong adhesives are not permitted. You are responsible for any damages to the facility before, during and after your event. Décor causing a high volume of trash and debris are subject to clean up charges.
4. If something gets broken, stained or spilled, please notify the Decatur Conference Center staff so that it can be cleaned or maintained.
5. Doors may not be propped open during event. Load and unload at dock areas only.
6. Rentals are 4 or 8 hours, which includes move in and move out. 12 Hour rentals are also available at an additional charge. Rehearsals are additional charge. Please note that there is a \$250.00 per hour fee for going beyond your contracted time.
7. Room rental covers rental of room, tables and chairs.
8. Open flames are not allowed. Floating candles and/or hurricane lamps are not permitted.
9. Confetti, glitter, sparklers and rose petals are not allowed in facility. Sparklers are permitted outside as long as there is no burn ban in effect.
10. Our facility is Tobacco Free. We have designated areas available for those who use tobacco at the east and west end entrances as well as the pavilion.
11. Light level capabilities can be adjusted initially and one time during the event. Any extra adjustments will be charged or an AV tech can be hired.
12. If dance floor is used, nothing can be placed on it.
13. Bartenders and security officers will be obtained by the Conference Center.
14. Bar service shall end 1 hour prior to the end of the event and any beer shall be cans only, no kegs or glass bottles. Absolutely no shots will be allowed.
15. General liability insurance is required for tradeshow, conventions and events open to the public.
16. If at any time any rule or guideline is not followed you understand that the event could result in forfeiture of damage deposit and can and will be shut down.

Disaster Relief

Event Name

Signature

TBD

Event Date

5-22-23

Date