FOOTHILLS HIGHER EDUCATION CONFERENCE CENTER RENTAL USE AGREEMENT

Agreement #: Event Description # of Participants Participants	on:					
# of Participants	on:					
Data(a) of Even	3:					
Date(s) of Even	t:					
Higher Education	n Conferen h Carolina,	ce Cente	er (herein	after refer	I to Lessee to occupy all or part of the red to as FHEC) 2128 South Sterling graph A for the following event and the sterling expect and the sterl	g Stree
Lessee:						
Contacts:						
Email Address:						
Mailing Address						
Phone:	,.					
					sentatives below:	
. EVENT NAME	<u> </u>					
. EVENT NAME Event Name:	Z/DATES/S					
. EVENT NAME Event Name: Event Description						
Event Name:		Start	End	"X" mark		Indica
Event Name:		Start Time	End Time	"X" mark indicates Yes	Spaced Leased:	Hall
Event Name: Event Description	on:			indicates	Entire room (North & South Hall)	Indica Hall o Room
Event Name: Event Description Setup Date:	on:			indicates	Entire room (North & South Hall) Half of room (North or South Hall)	Hall
Event Name: Event Description Setup Date:	on:			indicates	Entire room (North & South Hall) Half of room (North or South Hall) Kitchen needed (indicate "X" if yes)	Hall
Event Name: Event Description	on:			indicates	Entire room (North & South Hall) Half of room (North or South Hall)	Hall

Unless otherwise stated, **Lessee** agrees that all exhibitors, attendees, and people associated with the event, except for security, will be out of the building no later than the move out time as shown above.

Lessee's Initials:		_		
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Deputies required (indicate "X" if serving)
Bartender required (indicate "X" if serving)

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B. <u>FEES:</u> Lessee agrees to pay for the space identified in paragraph A, above, as follows

	(indicate with an "X" the fees which apply	10% due when Event is booked and	d Agreement signed by Lessee
,	(

"X"	FEES	Description of Fees
	Ф 7 00 00	½ Room (North Hall or South Hall) – Room capacity 350 - \$700.00 per day
	\$700.00	NOTE: *Usage of the other Hall partitioned off is NOT permitted during event!!
	\$1,400.00	Entire Room (North & South Halls) – Room capacity 700 - \$1400.00 per day
	\$25.00	(out of county residents add \$25) - \$25.00 per day
	\$300.00	Kitchen leased (only used for warming, refrigeration, or sorting foods. NO COOKING!) \$300.00 per day
	\$125.00	Small "break out" rooms - Three (3) rooms - \$125.00 per room, per day- Capacity (40)
	\$175.00	Large "break out" rooms - Two (2) rooms - \$175.00 per room, per day - Capacity (60)
	\$200.00	C-139 (Small room in Conference Center A/V equipped) - \$200.00 per day
	\$250.00	Fee for privilege of serving alcoholic beverages (rules & regulations apply) BOTH THE NORTH AND SOUTH HALLS MUST BE RENTED IF SERVING ALCOHOLIC BEVERAGES
	Total Rental	
\$	Fees	
	\$700.00	Damage Deposit – to lease half of Conference Center
	\$1400.00	Damage Deposit – to lease entire Conference Center
	\$150.00	Damage Deposit – to lease a large breakout room only
	\$100.00	Damage Deposit – to lease a small breakout room only
	\$75.00	Damage Deposit – to lease C-139 room (A/V equipped)
\$	Total Damage Fee	Damage Deposit is reimbursed to Lessee after event if no damage occurs. Damage Deposit reimbursement will be reduced by \$200 if fire alarm is set off & emergency personnel are dispatched to event) Damage Deposit invoiced separately
<mark>\$</mark>	TOTAL FEES	RENTAL AND DAMAGE DEPOSIT FEES

Lessee agrees to pay 10% of gross receipts for any admissions charged or table sales.

Lessee agrees to pay an additional \$2 per surge protector and/or drop cord requested for use in setups, etc. Also, if small rooms are used that are not part of Lease agreement, an additional charge will be imposed.

C. PAYMENT TERMS: (Note: Burke County is unable to accept credit card transactions)

A \$25 fee will be charged for returned checks due to non-sufficient funds.

Burke County's late payment charge of 1.5 percent per month will apply.

Events scheduled six (6) months to one (1) year prior to event:

- 10% non-refundable deposit payable to Burke County is due when event is booked in order to hold the room. Signed Rental Use Agreement by Lessee is expected when event is booked.
- Full payment must be completed ninety (90) days prior to event. (County will invoice Lessee)
- Damage deposit will be invoiced separately and due ninety (90) days prior to event. (Damage Deposit will be reimbursed to Lessee after event if no damage occurs)

Events scheduled three (3) months to six (6) months prior to event:

- 10% non-refundable deposit payable to Burke County is due when event is booked in order to hold the room. Signed Rental Use Agreement by Lessee is expected when event is booked.
- Full payment must be completed ten (10) business days prior to event.
- Damage deposit will be invoiced separately and due ten (10) business days prior to event. (Damage Deposit will be reimbursed to Lessee after event if no damage occurs.)

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D. <u>MISCELLANEOUS:</u> Burke County will only be responsible for setup and teardown of County-owned tables, chairs and equipment. If the Lessee rents additional tables, chairs and equipment from other companies, the rental company must make arrangements with Burke County to come on the premises to set up and tear down their equipment, thus releasing Burke County from any damage to leased equipment. Burke County is responsible for cleanup in all areas used. However, after an event, the Lessee is responsible for removal of items such as food and beverages on tables before teardown, etc., and depositing trash in designated areas after event. Failure to do so may affect reimbursement of damage deposit.

E. TERMS AND CONDITIONS:

1) RETURN OF CONTRACT:

• It is **Lessee's** responsibility to inform **Lessee's** decorators, audio-visual companies, suppliers, security, etc. of all terms and conditions in this agreement that may apply to them.

2) END OF RENTAL PERIOD:

- Unless otherwise stated herein, Lessee agrees that all Lessee's staff, attendees and other people
 associated with the event, except for approved security, will be out of FHEC facilities no later than
 the move out time as indicated in this agreement.
- 3) LIABILITY INSURANCE: (see sample on page 9) (not applicable if leasing break-out room only unless serving alcohol)
 - Lessee shall provide a copy of the binder as proof of coverage to County no later than ten (10) days in advance of the contracted event. (If serving alcoholic beverages, coverage must specify).
 - **Lessee** agrees to provide single limit public event liability insurance policy covering bodily injury, including death, and property damage in the amount of two million (\$2,000,000.00) dollars, or
 - If insurance is not a single limit public event liability insurance policy, insurance shall be in the amount of one million (\$1,000,000.00) dollars.
 - In either instance, **Lessee** must be named as insured and the following listed as additional insured: Burke County, NC and the agents, officers, members, and employees.
 - Certificates of Insurance due ten (10) days prior to the beginning of the event so as to provide
 County with verification and proof of the existence of the insurance required hereinabove. The
 Certificate of Insurance or policies shall provide that they may not be cancelled or materially
 changed without five (5) days advance written notice to County. Lessee's failure to provide such
 certificates or policies, as the case may be within the period specified herein shall constitute a
 breach of Lessee's duties and obligations hereunder and County may immediately terminate this
 agreement with no penalty to County.

4) FIRE SAFETY/SAFETY AND INSPECTIONS:

- All electrical equipment brought in by Lessee, or third party vendors must meet UL Listed Standards, be grounded and of commercial grade and be subject to inspection for safety violations. Burke County will have final approval and authority for the use of such equipment.
- Burke County will advise Lessee if the type of event requires a fire safety inspection.
- Failure to obtain fire safety inspection certificate may result in the cancellation of this contract.
- Candles with a live flame are NOT allowed.
- NOTE: Damage deposit reimbursement will be reduced \$200 if the fire alarm is accidently set off and emergency personnel are dispatched to the event.

5) CONTROL OF BUILDING:

- **Burke County** reserves the right for its authorized employees or contract employees to enter the premises at any time
- FHEC is not opened, nor does an event begin, without the expressed permission of Burke County.

6) CONTROL OF PARKING LOT:

- The parking lot and access roads around FHEC facilities remain under Burke County control at all times.
- Lessee must comply with fire safety instructions for fire lanes and other safety issues.

7) DOOR OPENING TIME:

• It is **Burke County's** policy that doors will open to the attendees no more than 60 minutes prior to the scheduled time of any event, unless scheduled otherwise.

Lessee Initials

8) SERVICES INCLUDED IN BASE RENT:

- Heating/Cooling as appropriate for the season during the hours of the event, not during move-in and move-out.
- House lighting.
- Podium/Screen/Audio-Video equipment (if requested)
 Note: Responsible for County equipment setup only

9) ALCOHOLIC BEVERAGES:

Must comply with Burke County related rules, regulations and fee.

10) DECORATIONS:

- Lessee agrees that nothing will be affixed to any FHEC surface by tape, glue, nail, screw, etc.
- No self-adhering decorations are permitted on any surface.
- Lessee may decorate only in those rooms Lessee is renting, not lobbies, hallways, restrooms or any other non-leased area.
- Any type of tape to be applied to the floor (including any brand of double-faced carpet tape) by
 Lessee, exhibitors or third party vendors must be approved in advance by Burke County. Lessee
 is forewarned that many brands of tape do not easily peel off the floor. The cost for clean-up is
 substantial and will be responsibility of Lessee.
- No confetti or glitter is allowed.
- **Lessee** shall be responsible for removing all decorations and floor tape following the close of the event. Should this function not be performed, **Lessee** will incur labor, material and equipment clean-up charges that will affect reimbursement of damage fees.

11) DAMAGE TO FHEC:

- Lessee shall be responsible for any and all damages to the building, furnishings, fixtures, equipment, or grounds, whether caused by Lessee or his patrons, exhibitors, guests, etc.
- County will be responsible for repairing or arranging for repairs. Costs of repairs may affect reimbursement of damage deposit fee.

12) ADA COMPLIANCE:

- Lessee is responsible for making its activities and all exhibits, booths, staging, audio and visual systems, rigging, partitions, seating, signs, banners, and other temporary structures or installations placed or used by.
- Lessee will not be required to make any structural or permanent modifications to the FHEC.
 However, Lessee will be responsible for providing temporary auxiliary aids and services to qualified individuals with a disability attending Lessee's event.
- "Qualified individuals with a disability" and "auxiliary aids and services" shall have the meaning set forth in the ADA and applicable regulations.
- Lessee shall also indemnify and hold harmless the County, agents, officers, members, employees, servants, and officials from any and all failure or a failure of any of Lessee's exhibitors to comply with ADA or any other provision of this agreement, state, local or federal rules or regulations.

13) ADDITIONAL REGULATIONS:

- County reserves the right to impose any reasonable 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 FHEC; and such regulations shall be binding upon the Lessee. Lessee shall comply with
 the laws of the United States of America and the State of North Carolina, and with all ordinances,
 rules and regulations.
- Violations by the Lessee may result in the cancellation of this Rental Use Agreement with no penalty to Burke County.

	Initia	

14) INDEMNIFICATION AND HOLD HARMLESS:

- **Lessee** agrees to indemnify and hold the **County** and their agents, officers, members, and employees harmless from any and all liability arising from the use of the center, of **FHEC** property in connection with the use of the same by the **Lessee**.
- Lessee shall also indemnify and hold harmless the County, their agents, officers, members, employees, servants, and officials from any and all claims, losses, damages, or expenses, including reasonable attorney's fees arising out of Lessee's failure or a failure of any of Lessee's exhibitors to comply with any provision of this agreement, state, local or federal rules or regulations.
- Burke County is not liable for any loss or theft of items left unattended by Lessee.

15) ADVERTISEMENTS/DISPLAYS:

Lessee agrees not to post or exhibit or allow to be posted or exhibited signs, advertisements, show-bills, lithographs, posters, cards, or other signage in any FHEC area except with prior written approval of County. Subject to County's approval, Lessee shall be permitted to utilize available advertising spaces at the rates as may be agreed upon. The County/FHEC is at all times in control of said spaces.

16) ANIMALS:

Other than certified guide or service animals, animals including fish are not permitted inside FHEC.
 Approval must be set forth in writing by Burke County.

17) ATTACHMENTS:

• By signing below, **Lessee** acknowledges receipt of this document, agrees that Attachment 1, "Rules and Regulations" is a part of this agreement and agrees to be bound by the terms. If the terms herein conflict in any way with any attachments, the attachments shall supersede.

18) EMERGENCIES:

 Lessee is responsible for having a cell phone to contact 911 for emergencies: (medical/fire/law enforcement).

Event date(s):		Setup date(s):	
Accepted for Le	ssee:	Accepted for FHEC:	
Lessee Signature	(Seal)	Burke County Manager / FHEC	
Type or Print Name			
Title			
Organization			
Date		Date	
	hereby agree to the ter	he performance and payment of the obligations of Lessee as some and conditions contained herein and/or attached hereto.	set forth
Guarantor:		(seal)	
Signature		Lessee's Initials:	

BURKE COUNTY SHERIFF'S OFFICE OFF-DUTY/EXTRA DUTY EMPLOYMENT PROPOSAL

To be completed by the agency or organization requesting to employee a deputy or other employee of the Burke County Sheriff's Office.

Requesting Company/En	nployer:			
Address:			Phone:	
Contact Person:			Phone:	
Nature of Assignment/D	uties: Control o	f event where a	lcohol is p	present
Location of Assignment:	Foothills Confe	rence Center	2128 S. S	Sterling St. Morganton NC 28655
Date(s) of Employment:			through	
Hours of Employment:			to	
Hourly Rate of Pay	\$30.00 per hour per deputy for two deputies	Method of P	ayment	Cash
Is Workmen's Compensa	ation Provided?	Yes		No
Additional Information:				
# of Participants at ever	nt:			
Submitted By:		1	Position	
Proposed Employment is	s: Approved		N	ot Approved
Limitations or Condition	s:			
Sheriff's Signature:			Da	te:

ATTACHMENT 1 (rev. 09/16/15)

Foothills Higher Education Conference Center Rules and Regulations

- Renter and members of party are only authorized to use parts of Conference Center that they have contracted to rent. Usage of other parts of the Conference Center is NOT permitted during event. If rooms are used that have not been rented, an additional charge will be imposed.
- 2. **Serving Alcoholic Beverages** requires approval and compliance with permits, rules and an additional fee. (Alcoholic Beverage rules are based on a memo from County Manager Bryan Steen, sent to the Board of Commissioners dated August 4, 2011)
 - Must provide proof of insurance that will cover alcoholic beverages (1,000,000.00 minimum limit)
 - Must obtain special one-time permit that complies with ABC laws if selling tickets for event or serving fortified wine or spirituous liquor. (Contact NC ABC Commission abc.nc.gov/permits/special.aspx at or (919)-779-0700) *Note: If serving unfortified wine or beer and it is not a ticketed event, special permit is not required. However 80 liters of beer and 50 liters of unfortified wine is the max. possession limit.
 - County requires a copy of the Alcohol permit prior to Rental Agreement being signed
 - Before serving alcohol, documentation must be provided that shows the Lessee has obtained a NC licensed bartender or obtained a reliable person over the age of 21 whose background is subject to a criminal history check and reputation is acceptable to the County Manager.
 - County requires documentation from the Sheriff's Department that off duty deputies have been secured for the event. (Contact: Jacob Reynolds Sheriff's Office at 764-9524).
 - All beverages (alcoholic & non-alcoholic) must be served to guests in plastic or other non-breakable cups or aluminum cans unless renter provides a written guarantee that they will provide adequate wait staff to immediately pick up/clean up all breakage of glassware used during the event.
- 3. Food and beverage items may not be sold on the premises without special permission from the County Manager. Kitchen may not be used to cook or hold raw meats of any kind. Food may be prepared elsewhere or catered and re-heated in kitchen.
- 4. Lessee assumes responsibility for all damages caused by the event or any of its guests. (A damage deposit is required before event and will be reimbursed if determined no damages occurred)
- 5. Lessee agrees not to post or exhibit or allow to be posted or exhibited: signs, advertisements, show-bills, lithographs, posters, cards, or other signage in or on the FHEC property without prior written approval. Subject to County's approval, Lessee shall be permitted to utilize available advertising spaces at the rate as may be agreed upon. The County/FHEC is at all time in control of said spaces.
- 6. Signs or other materials may not be attached to ceilings or walls.
 - Lessee agrees that nothing will be affixed to any FHEC surface by tape, glue, nail, screw, etc.
 - No self-adhering decorations are permitted on any surface.
 - Lessee may decorate only in those rooms Lessee is renting, not lobbies, hallways, restrooms or any other non-leased area.
 - Any type of tape to be applied to the floor (including any brand of double-faced carpet tape) by Lessee, exhibitors or third party vendors must be approved in advance by Burke County. Lessee is forewarned that many brands of tape do not easily peel off the floor. The cost for cleanup is substantial and will be the responsibility of Lessee.
 - No confetti or glitter is allowed.
 - Lessee shall be responsible for removing all decorations and floor tape following the close of the event. Should this function not be performed, Lessee will incur labor, material and equipment cleanup charges that will affect reimbursement of damage fees.

Foothills Higher Education Conference Center Rules and Regulations (cont.)

- 7. Animals: Other than certified guide or service animals, animals including fish are not permitted inside FHEC. Approval must be set forth in writing by Burke County.
- 8. Lessee agrees to begin function promptly on scheduled time and agrees to vacate the building at closing time indicated on agreement.
- 9. Lessee agrees to remove any food, displays, items on tables, etc. and deposit trash in designated areas immediately following the event. Failure to do so may affect reimbursement of damage deposit.
- 10. If use of the facility involves bringing in items for shows or sales, the Lessee must obtain a fire permit from public safety. (432-2692) *Note: Candles with a live flame are NOT allowed in the Conference Center.*
- 11. No later than ten days prior to the event date, Lessee is required to provide a certificate of insurance to use facilities for special events.
- 12. Access to facility is determined by the agreement.
- 13. Lessee is responsible for having a working cell phone to contact 911 for emergencies (medical/fire/law enforcement).
- 14. Lessee will leave the facility in the same condition it was in before event.
- 15. Lessee shall be responsible for all damages to the building, furnishings, fixtures, equipment, or grounds, whether caused by Lessee or his/her patrons, exhibitors, guests, etc.
- 16. County will be responsible for repairing or arranging for repairs. Costs of repairs may affect reimbursement of damage deposit fee.

ADMINISTRATIVE MEMO



To:

County Commissioners

From:

Bryan Steen, County Manager

Date:

August 4, 2011

Subject:

Serving Alcoholic Beverages at Conference Center

Message: The attached information comes from the City of Morganton related to serving alcohol in their building. I ask the Board to consider approval of serving alcoholic beverages in our Conference Center based on a policy similar to the City of Morganton that would allow us to:

- 1, Require a minimum \$1,000,000.00 insurance policy. This may be accomplished without a separate policy if the applicant's company / home owners policy provide this level of coverage related to the serving of alcoholic beverages and that they hold harmless and indemnify the County.
- 2, Require the applicant, to the County Manager's satisfaction, identify and designate a person of good character who is at least 21 years of age or older, or a North Carolina licensed bartender to serve and be responsible for controlling the availability of alcoholic beverages during the event.
- 3, Allow the County Manager to determine if the applicant will have to hire off duty deputies for the event if the expected number of guest exceeds 100.
- 4, Charge an additional fee of \$100.00 for the privilege of serving alcoholic beverages in the Conference Center.
- 5, Require the applicant to comply with all laws related to the possession and serving of alcoholic beverages in the State of North Carolina, Burke County and the City of Morganton and note that the privilege can be revoked by the County at any time for a violation of the rental contract or any law(s) related to the possession of alcohol or serving of alcohol.
- Authorize the County Manager to establish rules to regulate the type of containers alcoholic beverages may be served in and time frame prior to the event and duration of service as may be regulated by North Carolina law.

ACORD CER	TIFIC	ATE OF LIA	BIL	ITY IN	SURA	NCE	DATE	(MWODIYYY)
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Burke County Foothills Higher Education	Cente	•	THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C. REOF, NOTICE WILL E Y PROVISIONS.	ANCELL BE DEI	ED BEFORE LIVERED IN
2128 South Sterling Street			AUTHO	RIZGO REPRESE	STATIVE			
Aorganton, NC 28655								

ACORD 25 (2009/09)

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Burke County

Permission Form To Perform A Background Check

(only required if alcohol (including Beer/Wine) will be served at a special event)

f individual(s) who will be serving alcohol)
urt or Burke County staff to take whatever steps necessary to nal purposes of the individual(s) serving as a bartender for a ch individual who will be serving)

Please return form to the Event Center Coordinator, Deana Gates at the contact information below:

Burke County Parks & Recreation 2128 S. Sterling St, Morganton NC

Mailing: P.O. Box 219 - Morganton, NC 28680

Fax: 828-764-9091

deana.gates@burkenc.org



FOOTHILLS HIGHER EDUCATION CONFERENCE CENTER **CUSTOMER SATISFACTION SURVEY**

Dear Customer:

As the County Manager for Burke County, I want to thank you for the opportunity to serve you at your recent event at the Foothills Higher Education Conference Center. Please take a few minutes to tell us about the service you received. We appreciate your business and want to make sure we met your expectations.

Sincerely,

Bryan Steen, County Manager

How did you hear about the Conference Center?: Friend	_WPCC Interne	t	Other	•
Date(s) of Event: Name of Event:				
County Recreation Staff	Excellent	Good	Average	Unacceptable
Staff was available in a timely manner to assist you in scheduling	your Event			
Staff was friendly and courteous throughout the process				
Staff was helpful in answering any questions regarding your Even	t			
The Rental Agreement was sent to you in a timely manner for signature	s			
The Rules and Regulations were explained or emailed with the Rental A	Agreement			
The Certificate of Liability Insurance was explained as a necessity to us	e the facilities			
Staff opened the doors in a timely manner prior to the Event for setups				
Setups by staff were to your expectations/satisfaction				
Maintenance staff was friendly and courteous throughout the process				
The Conference Center was found clean for the Event				
The bathrooms were clean and supplies stocked				
The trash cans were stocked with new liners				
The room temperature was at a comfortable setting				
The A/V equipment was available and working properly				
After Event staff was on site for break-down/lock up room in a timely ma	inner			
Other staff involved (if applicable): Fire Marshall, etc.				
Overall, how would you rate our customer service				
Comments:				

Please email to conference.center@burkenc.org or mail to:

Burke County Managers Office, Attention Bryan Steen

P.O. Box 219, Morganton, NC 28680.

Thank you!