

LCAC RESERVATION AGREEMENT



1212 Magnolia Village Way, Leland, NC 28451
www.townofleland.com

Parks, Recreation, and Cultural Resources Department
Phone 910-385-9891

Event Information

Classification: Resident Non-Resident For-Profit Non-Profit
 Government Organization Leland-Based Non-Profit

Renter's Name (Event Contact): _____

Organization: _____

Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____

Multipurpose Room Hall Gallery Classroom Catering Kitchen Dressing Rooms

Name of Event: _____

Describe Event: _____

Event Date(s): _____ Day(s): M T W TH F S SU (Circle all that apply.)

Set-Up Start Time: _____ Event Start Time: _____ Event Clean-Up Time: _____ Time Out: _____

Approximate Number Attending Event: _____ Attendees Under 18 yrs. old: _____

Will Alcohol be Served? Yes No (Multipurpose Room and Hall Gallery Only)

***Read LCAC Alcohol Policy carefully. There are no exceptions to this policy.**

If YES to the previous question, please list your designated bartender or licensed caterer that will service the event.

(Required) Name: _____ Email: _____

Number of Attendees Under the Age of 21 _____

Will food be served? Yes No Caterer Name: _____ Phone: _____

List Tech Equipment Needed: _____

Additional Needs: _____

***Unapproved caterers/bartenders require additional fees and paperwork and might cause delays in confirming rentals**

Facility Reservation Fees and Services



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Rental Fee Chart – First Four Hour Block Rate					
LCAC Rental Space	Resident	Non-Resident	Non-Profit	For-Profit	L.B.S.O.**
Multipurpose Room	200	300	250	500	100
Catering Kitchen *	50	100	50	150	25
Art Gallery / Hallway *	100	150	100	200	50
Dressing Rooms *	50	100	50	150	25
Classroom *	100	150	100	200	50
Studio *	150	200	150	200	75
Rental Fee Chart – Additional Hourly Rate					
LCAC Rental Space	Resident	Non-Resident	Non-Profit	For-Profit	L.B.S.O.**
Multipurpose Room	100	150	125	250	50
Catering Kitchen *	25	50	25	75	12.50
Art Gallery / Hallway *	50	75	50	100	25
Dressing Rooms *	25	50	25	75	12.50
Classroom *	50	75	50	100	25
Studio *	75	100	75	100	37.50

*These facility rooms/spaces are subject to availability during hours of operation.

**Leland Based Service Organization

Facility Reservation Fees	Unit Price	Qty.	Fee
Rental Fee - First Four Hour Block			
Rental Fee – Additional Hourly Rate			
Refundable Security Deposit	\$100		
Facility Reservation Services *			
Non-Refundable Application Fee	\$40		\$40
Set-up & Break-down Fee	\$50		\$50
Cleaning Fee	\$50		\$50
Before Hours Staffing Fee	\$35/hr.		
After Hours Staffing Fee	\$35/hr.		
Tech/Lighting/Sound Fee	\$25/hr.		
Late Rental Fee (after 11 pm)	\$200/hr.		
Custodial Fee	\$35/hr.		
Non-Approved Vendor Fee	\$150		
	Total Due		
Deposit – Required to hold reservation.	50%		

*Fee waiver requests shall be responsible for fees listed above under Facility Reservation Services.

LCAC FACILITY USE POLICY



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Reservations/Rentals

Reservations for Facility use shall be by contract/written agreement only and shall be granted on a first-come, first-served basis subject to availability of the requested date. The Town of Leland reserves the right to deny rental to any person or group which, in the opinion of the Town, would be detrimental to the safety of the Facility or reflect negatively on the Town of Leland.

No space or date shall be held as a confirmed reservation until a deposit of 50% of total fees due (see rental fee schedule) and non-refundable application fee is paid as applicable to the requested facility. Any unpaid balance must be paid in full thirty (30) days prior to the day of the event. In the event the User is making a reservation thirty (30) days or less to the date of the event, all fees must be paid in full the day of confirmation. There will be no delay in payments under this circumstance. Payments not received by this deadline shall result in cancellation of the rental. Any changes to the contract that incur a fee after the full payment is made and prior to the event must be paid in full as soon as changes are made. Any additional charges incurred during or as a result of the event shall be paid within seven (7) days following the event.

All cancellations must be reported in writing immediately to the Facility designee. Refunds will not include application fees. Notice of Cancellation:

- a. 100% of total fees collected will be returned if the LCAC is closed due to inclement weather and all rentals are cancelled by the Town of Leland.
- b. 100% of total fees will be returned if cancelled sixty (60) days or more before the event.
- c. 75% of total fees will be returned if cancelled 59 - 30 days before the event.
- d. 50% of total fees will be returned if cancelled 29 or fewer days before the event.

Rental of LCAC Facilities on Town of Leland holidays shall be assessed at a premium rate of twice the regular rental fee and will be subject to staffing availability (Martin Luther King Jr. Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving and the Friday after Thanksgiving, Christmas Eve, Christmas Day and the day after Christmas, New Year's Eve and New Year's Day).

Contracts must contain a legal signature of an adult 21 years of age or older. The person signing the contract must be in attendance throughout the entire function. The person signing the contract is legally responsible for making sure all procedures are followed. It shall be the responsibility of the User to properly care for the Facility and its contents. Users are responsible for any and all damages to the Facility caused as a result of their event or the actions of their guests.

A reservation agreement with a User may not be transferred or assigned to any other person or group without the approval of Facility designee.

Insurance

The Town of Leland will determine the type of insurance coverage required for an event based on the following:

- a. **Non-Profits/Civic Groups/Business Organizations:** These groups should have an existing general liability insurance policy and must provide a certificate of liability insurance naming the Town of Leland as additional insured, with at least one million dollars (\$1,000,000) in general liability coverage and at least one million dollars (\$1,000,000) in an umbrella policy. If alcohol is served, the group shall provide a certificate of liability insurance naming the Town of Leland as additional insured, with at least one million dollars (\$1,000,000) in general liability coverage and at least two million dollars (\$2,000,000) in an umbrella policy. For additional requirements see the LCAC Regulation of Alcohol Service Policy.
- b. **Private Citizen, Medium/Large Event:** These groups may not have an existing general liability insurance policy, in which case they should obtain a "Special Event" policy with a certificate of liability insurance naming the Town of Leland as additional insured, with at least one million dollars (\$1,000,000) in general liability coverage and at least one million dollars (\$1,000,000) in an umbrella policy. If alcohol is served, the group shall provide a certificate of liability insurance naming the Town of Leland as additional insured, with at least one million dollars (\$1,000,000) in general liability coverage and at least two million dollars (\$2,000,000) in an umbrella policy. For additional requirements see the LCAC Regulation of Alcohol Service Policy.
- c. **Private Citizen, Small Event:** For certain events with a limited number of people or limited risk, insurance requirements may be waived at the discretion of the Facility designee. In such cases, a Hold Harmless and Waiver of Liability in Lieu of Insurance Form must be signed releasing the Town of Leland and LCAC from any and all liability.

Insurance coverage must coincide with the User's contracted event date(s). If the User fails to provide evidence of insurance coverage prior to the scheduled event, the LCAC may cancel the event and the User will forfeit all rights to the refund of any monies paid to the LCAC.

Indemnity

The User agrees to defend, indemnify, and hold harmless the Town of Leland, its staff, technicians, custodians, officers, employees, and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of any kind including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnitees as a direct or indirect consequence of injury, sickness, or disease, including death, to persons; injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action that arises out of, resulting from, or which would not have occurred or existed except due to the User's use of the Facility and all matters associated therewith. This indemnity shall include, without limitation, any and all liabilities, demands, claims damages, losses, costs, and expenses, to include attorney fees, caused, or alleged to have been caused, by negligence or any other acts of indemnity and arising out of the User's use of the LCAC and all matters associated therewith.

User will identify the Facility in use by the full-specified name, i.e. "The Leland Cultural Arts Center" on all printed material and advertising. No advertising or publicity of any nature may state or imply that the LCAC is responsible for User activities during the period of use. Copy and proofs of advertising are to be approved by the Facility designee prior to the event.

Staffing and Vendors

LCAC staff are required to be on site for all events held in LCAC Facilities. Staff are on site to provide access to the Facility and are available to assist in making events successful. Staff members on duty are not responsible for resetting tables/chairs or providing post-event cleanup services. Those services will be arranged in advance and applicable fees

will be the responsibility of the User. Please inform the staff member on duty of any requests or needs that might arise, or in the event of an emergency.

All rentals, particularly after-hours rentals, are subject to staffing availability. All events must be appropriately staffed according to the type of event. Specialty staffing can include but is not limited to the following: lighting technician, sound technician, security, and custodians. The LCAC will provide a list of preferred vendors for services not provided by the LCAC and individual contracts will be negotiated between the User and the vendor.

Custodial personnel may be required. Applicable fees shall be the responsibility of the User. The Facility designee will determine the number of custodial personnel needed for an event and the minimum number of hours required.

Security may be required for events serving alcohol and for any other events as deemed necessary by the Facility designee. Applicable fees for security will be the responsibility of the User.

While the LCAC does not require the User to utilize preferred vendors, outside vendors must be approved by the Facility designee prior to the event. Using non-approved vendors requires additional fees to be paid by the User and may cause a delay in the confirmation of the event.

Rules and Regulations

The User understands and agrees that the LCAC does not relinquish the right to control the management of the Facility. The LCAC retains the right to enforce all necessary laws, rules, and regulations during an event. All LCAC authorized personnel may enter the Facility being used and any other Facility at any time, during any event without restriction whatsoever. All Facilities, including the space that is being used and all parking areas will be under the control of the LCAC at all times. The LCAC will not close during standard hours of operation for an event without prior written approval of the Facility designee. Patrons taking classes, etc. may be entering the Facility during event hours.

Users and their guests must conduct their activities with full regard to public safety and shall abide by directives of the staff of the LCAC, their representative, or any other duly authorized governmental official responsible for public safety. Failure to do so will result in immediate cancellation of the event and ejection from the premise.

Users and their guests shall not enter any area of the Facility not covered by the User agreement.

Access to the Facility is only allowed on the day of the event. No access is permitted to the Facility prior to or after an event without advance permission of the Facility designee. This includes but is not limited to the pick-up and drop-off of rented items by a third-party supplier. If the User needs to occupy the Facility for planning or rehearsal purposes, it must be planned in advance and calculated into the cost of the rental.

The LCAC and the Town of Leland assume no responsibility for the property of any User while located in the Facility or on the grounds. The LCAC does not provide storage. Please make arrangements to remove all items and decorations at the conclusion of each event. LCAC staff will dispose of any items left from events and a service charge may be applied for such removal.

All exit doors must remain operable and no part of any hallway, corridor, or exit within or outside of the Facility may be used in a way that obstructs its use as an exit. No doors may be propped open at any time.

Large events may require security personnel (at the discretion of the Facility designee) for safety of the guests. No vehicles are to be parked in an area that is not designated as a parking space unless instructed by security personnel or LCAC staff. Parking in close proximity to a LCAC Facility entrance (front or back) will be permitted only for loading and unloading. LCAC staff can provide contact information for security personnel and the User will contract with security personnel directly. All tobacco products (including electronic cigarettes) are prohibited on Town of Leland

property.

The use of bolts, screws, nails, hooks, tacks, tape, or similar fasteners to hang banners, posters, etc. on any wall, floor, ceiling, stage curtain, window, or door is strictly prohibited. User may not hang anything from the ceiling or rafters at any time.

The use of paint, confetti, bubbles, and similar items are prohibited. If used, the User will incur additional cleaning charges. No birdseed, rice, glitter, colored powders, silly string, paint, fireworks (including sparklers), or open flame candles are permitted. Battery operated candles are permitted. Live plants are subject to approval by LCAC staff. Silk and fresh cut flower arrangements are allowed. Only sterno-style heating elements, used by an approved caterer, are allowed.

No artwork can be removed or covered during any function.

No animals or pets, other than service animals, will be permitted inside the Facility unless approved by the appropriate Facility designee prior to event.

The removal of tables, chairs, or other equipment from the Facility is not permitted. Removal of furniture from a lobby or seating area is not permitted. No tables and/or chairs are available for loan for off-site functions.

Standing on tables, chairs, bar, and lobby furniture is strictly prohibited.

Music is allowed inside until 11 p.m. Any exceptions to this rule must be approved by the Facility designee. Music must be presented at an acceptable sound level so not to disturb other activities within the center or the surrounding area. Sound levels indoors may not exceed a sustained 95 dB, while sound levels outdoors may not exceed a sustained 85 dB. LCAC staff can assist you in setting the proper sound level and verifying with a decibel meter.

Users are advised that the Town of Leland has a sign ordinance. Any fines that result from illegal signage placed by the User will be the responsibility of the User. The use of all temporary signs or banners must be discussed and approved by the appropriate Facility designee and the User must obtain a temporary signage permit if required by the Town of Leland.

Operation, repair, or service of audio-visual, sound, lighting, and any other equipment brought into the Facility by the User is the sole responsibility of the User.

Destruction or defacing of any LCAC property or artwork will result in additional charges for repairs or replacement.

LCAC copy machines, faxes, computers, phones, studio equipment etc. are for LCAC business use only.

Copyright

User will assume all cost, liabilities, and claims that arise from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used in or incorporated in the scheduled event. The User agrees to indemnify and hold harmless the Town of Leland from any claims or costs, including legal fees, which might arise from questions of use of any material described above. Audio recording and videotaping are prohibited at all performances unless permission is granted in advance by the performer(s).

The catering kitchen and/or bar area utilized by a User's caterer is subject to the Catering Kitchen Policy. It is the responsibility of the User to ensure that the caterer is aware of this policy.

Approved service for alcohol is restricted only to the Multipurpose room and the Hall Gallery space pending the time

of the event in adherence with the LCAC Regulation of Alcohol Service Policy. Users that provide their own alcohol must obtain an ABC Special Event permit and additional event insurance and alcohol must be served by a designated bartender.

Reservation Fee Information

Total reservation fee shall consist of the base rental fee plus the personnel services and equipment fees applicable per event. Base rental fee, which is specific to the requested Facility, includes use of space, regular room lighting/sound and tables/chairs where applicable. Any additional items, equipment, and/or personnel will be charged to the User. A percentage of the base rental will be charged as a deposit for all applicable Users. LCAC Facilities are available for use as follows:

Resident: An individual whose home address is located within the municipal Town limits of Leland. Residency is subject to verification by staff.

Non-Resident: An individual who does not reside within the municipal Town limits of Leland.

Non-Profit: A business entity that is granted tax-exempt status by the Internal Revenue Service. Organizations must provide a copy of their 501(c)3 designation to receive this rate.

For-Profit: A business entity that aims to earn profit through its operations and is concerned with its own interests and not those of the general public. Organizations designated as 501(c)4 are classified as For-Profit for the purposes of this policy.

Leland-Based Civic/Service Organization: An entity with its home base or service area in Leland whose primary goal is to improve the lives of area residents through community service. Organizations must provide a copy of their 501(c)3 designation to receive this rate. Town of Leland employees are also eligible for this rate. Examples: Leland Rotary Club, Leland Kiwanis Club, etc.

Government Organization: A department or agency of the United States or any State or local government subdivision thereof. Government organizations are eligible to utilize the facility through partnership with the Town, subject to availability.

Fee Waiver Request: Rental fees will not apply for Town of Leland events. Outside organizations may request rental fees be waived for events. However, certain fees for services shall apply to outside organizations that are approved by the Town. These fees include, but are not limited to, set-up fees, cleaning fees, staffing fees, and any other direct costs to the Town related to the event. Organizations wishing to request a fee waiver for their special event must fill out an application and be approved by a vote of the Town Council at a regularly scheduled meeting. The person/host in charge of the event must complete necessary contractual paperwork, including assumption of liability. All expectations of typical renters are also expected of approved event hosts. Fundraisers are not eligible for fee waivers.

In order for fees to be waived by the Town of Leland, the presenting organization shall not have had more than one other request at any Town facility in the past calendar year (two events total per calendar year), and meet one of the following criteria:

1. The event shall have a direct financial benefit to the Town.
2. The event shall benefit the Town's programs, efforts, and initiatives as determined by the Town.

Recurring Rentals: Recurring rentals are discouraged and are only permitted for Town of Leland Boards, Groups, and Committees or Leland-based organizations that meet the following criteria:

1. Have a membership of 200 or more individuals.
2. Promote volunteerism in the Leland area.
3. Have a primary mission of welcoming new residents to the Leland area.
4. Have a valid 501(c)3 designation.

Organizations seeking a recurring rental must fill out an application and be approved by a vote of the Town Council at a regularly scheduled meeting. Upon approval, a contract will be executed outlining the terms of the rental. Recurring rentals are subject to space availability and are only available Monday through Friday during regular business hours.

Groups exempt from rental fees may be charged for required personnel, equipment, post-event cleanup, and special requested needs as per specified rate.

Consecutive Multi-Day Events: Multi-day reservations that provide economic impact to the Town will be determined on a case-by-case basis. To meet identified criteria for booking multi-day reservations, the reservation should provide artistic, cultural, recreational or educational enrichment or have significant quantifiable economic impact on the Town of Leland. Supporting information will be required with Facility Reservation Request Form including total expected hotel room nights and estimated number of participants. Events meeting the following criteria may qualify for a percentage discount based on the following established tiers.

Tier 1: Event brings an expected attendance of more than 200 people, provides more than 50 hotel room nights in the Town of Leland, occurs over a minimum of 3 days, and is comprised of mainly non-local participants. 30% discount on rental space.

Tier 2: Event brings an expected attendance of more than 150 people, provides more than 25 hotel room nights in the Town of Leland, occurs over a minimum of 3 days, and is comprised of mainly non-local participants. 20% discount on rental space.

Tier 3: Event brings an expected attendance of more than 100 people, provides more than 25 hotel room nights in the Town of Leland, occurs over a minimum of 2 days, and is comprised of mainly non-local participants. 10% discount on rental space.

Number of Hotel Rooms _____ X Number of Nights _____ = Total Expected Room Nights

Leland Hotel Booking Code: _____

Expected Participants

# Local	# North Carolina Non-Local	# Out of State	# International	Total

Definitions

Participants: Registered individuals, officials, and event staff.

Local: Traveling from Brunswick, New Hanover, or Pender counties.

North Carolina Non-Local: Traveling from North Carolina, outside of Brunswick, New Hanover, or Pender counties.

Out-of-State: Traveling from outside of North Carolina.

International: Traveling from outside the USA.

Hotel room nights: Estimated number of hotel rooms booked for event multiplied by number of nights stayed.

REGULATION OF ALCOHOL SERVICE POLICY



1212 Magnolia Village Way, Leland, NC 28451
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Purpose

Policies and procedures governing the service of alcohol in the Leland Cultural Arts Center must be followed by staff, groups, individuals, organizations, and caterers renting or leasing the facilities. Illegal and/or abusive alcohol practices will not be tolerated. All laws of the United States government or state of North Carolina regarding alcohol will be followed.

The LCAC only allows beer and wine. No liquor or other alcohol is allowed on premises.

Approved service for alcohol is restricted only to events held at the Leland Cultural Arts Center in the Multipurpose Room, Hall Gallery, and designated outside areas for special events.

Beverage Services

Organizations and individuals who rent or lease the facilities may apply to provide alcohol services. In order to provide alcohol services, the lessee must adhere to the following:

- The LCAC recommends Users use an approved vendor from the LCAC approved vendor list. All paperwork is on file and there are no additional costs to the User. If you choose to use a vendor not on the approved list, User will incur an additional fee and a possible delay in reservation confirmation due to additional required paperwork for all vendors.
- Users will submit a completed *Application to Provide Alcohol Services* to the LCAC Manager. An ABC application and more information can be found at the NC ABC Commission's website. Do NOT send in your application until the LCAC has filled in their section or it will not be approved by the State.
- Users will submit a copy of a liability insurance policy showing liability for any matters arising from serving alcohol, which includes, but is not limited to, a liquor liability policy. The liability policy shall meet the minimum value of required coverage and will name the Town of Leland and Leland Cultural Arts Center as additional insured. The User will assume all liability and will execute a hold harmless agreement in favor of the Town and LCAC. The certificate of liability insurance must be submitted to the LCAC no later than one (1) week prior to the scheduled event.
- All alcohol will be served by a designated bartender and/or licensed insured caterer. All bartenders and caterers shall follow all applicable federal, state, and local laws and regulations. Caterers must provide documentation of insurance. (APPROVED VENDORS HAVE THIS ON FILE AT THE LCAC).
- To serve unfortified beer and wine to guests, the lessee shall include host liability coverage in the required liability insurance policy. The lessee shall designate a bartender to serve the unfortified beer and wine to

guests. The designated bartender shall follow all applicable federal, state, and local laws and regulations.

- A non-profit organization may serve wine and beer at a ticketed event held to allow the organization to raise funds. The lessee shall obtain a Special One-Time Permit from the North Carolina ABC Commission and include host liability coverage in the required liability insurance policy. The lessee shall designate a bartender to serve the wine and beer for the one-time ticketed event.
- A non-profit organization may sell beer and wine at a single fund-raising event of that organization. Lessee must obtain a Special One-Time Permit for Sale of Alcohol from the North Carolina ABC Commission and include liquor liability coverage in the required liability insurance policy. The lessee shall designate a bartender to sell the beer and/or wine at a single fund-raising event. If a non-profit organization contracts with a caterer for bartending services, caterer must provide proof of NC license and liquor liability insurance no later than one (1) week prior to the event.
- No alcohol will be offered on a self-service basis. No brown bagging is permitted.
- Events where alcohol is served may be required to have one or more uniformed security officers present. Cost for officers on duty will be the responsibility of the User. The Facility designee will determine the number of officers required.
- The designated bartender and/or licensed insured caterer will be responsible for limiting alcohol consumption to legally allowable limits.
- The designated bartender and/or licensed insured caterer shall not serve alcohol to any person under 21 years of age, to any LCAC staff, or to hired staff working the event, and must require proper identification prior to service.
- All alcohol service and sales will stop thirty (30) minutes prior to the end of event.
- The LCAC reserves the right to stop the service/sale of alcohol at any time during an event. LCAC staff reserves the right to eject or cause to be ejected from the premises any intoxicated and/or disorderly person(s), and neither the Town of Leland nor any of its officers, agents, or employees shall be liable for any damage that may be sustained by the User by the exercise of such right.

CATERING KITCHEN POLICY AND PROCEDURES



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Food and Beverage Events - Catering

The Leland Cultural Arts Center does not provide in-house catering. It is the User's responsibility to sign and enter into a separate agreement with the caterer. LCAC provides a list of approved vendors from which to choose. If you choose not to use an approved vendor, the User will pay additional fees. It may also result in a delay in confirming the rental. Non-approved caterers must provide LCAC with proof of a current permanent permit issued by the North Carolina Department of Health before operating on the LCAC premises. This document must be received sixty (60) days prior to the event. If the caterer is serving alcohol, they must also provide a North Carolina alcohol permit sixty (60) days prior to the event. They must sign a LCAC Preferred Caterer Application sixty (60) days prior to the event. Approved vendors shall have this information on file at LCAC.

Catering Kitchen Overview

The caterer is responsible for acquiring and providing all necessary supplies for both serving and cleaning, including, but not limited to, paper towels, dishcloths, dish towels, hand soap, dish detergent, etc. The LCAC does not supply any of these items.

All food and beverage brought into the LCAC must be in closed containers and covered with lids.

Ice chests or food coolers sitting on the floor must have plastic under them. The Facility has an ice machine, but the caterer may need to provide additional ice for large events.

Since the kitchen is only a warming kitchen, all foods must be fully cooked before being brought into the Facility. Please do not place fish in the refrigerator.

Food preparation cannot include any open flame cooking inside the LCAC. Sterno is the only heating element to be used inside the Facility.

Tables must be covered when food/drinks are being served.

Cleaning/Access/Usage

Counter tops, food preparation tables, and food service carts shall be thoroughly cleaned after each use.

All floors must be swept and mopped (brooms, dustpans, and mops are provided). Cleaning solutions must be provided by the vendor. All trash must be bagged, recycling separated, and placed in outdoor receptacles. Do not use Clorox on floors.

All food products MUST be removed from the refrigerator, microwave, and food warmer at the conclusion of each event. No items may be stored overnight without prior permission.

At the conclusion of each event, it is the responsibility of the User or caterer to thoroughly clean any equipment used including counter tops, microwaves, and warmers. Please remember to turn all appliances OFF before vacating

the facility.

Access to the kitchen is only allowed on the day of the event during rented hours. No access is permitted to the kitchen or any other area prior to or after an event without permission from the appropriate Facility designee.

Should your event require the delivery of bulk food items, plates, linens, etc. prior to the event, such deliveries must be arranged in advance with the appropriate Facility designee. LCAC staff are not permitted to unload, sign for, or accept deliveries from third parties.

Should your event require beverage delivery, alcohol or otherwise, please make arrangements with the appropriate Facility designee for a delivery time and make provisions to have a designated person on site to receive the delivery.

It is the responsibility of the User, caterer, and/or bartender to keep the bar area clean and organized neatly during all events.

LCAC Equipment and Furnishings

User shall be responsible for all loss or damage to any equipment or furnishings. Any deposit held shall be applied to the cost of repair or replacement. Additional costs to repair or replace lost or damaged items in excess of the deposit shall be paid by User.

Attendees using LCAC equipment must demonstrate competence prior to use.

LCAC tables and chairs are for use inside the building only.

Additional furniture required for an event must be arranged with the LCAC designee. The cost of the additional furniture must be paid directly to the supplier by the User.

Any equipment rented from an outside source must be removed at the end of the event. User will be required to pay the cost of removal, if necessary. The LCAC is not responsible for any items rented or brought in from an outside vendor or supplier.

The LCAC will not lend any furniture for matters occurring away from the facility.

LCAC does not provide storage of any kind.

Signatures and Acknowledgments

The undersigned hereby represents themselves as an authorized agent of the aforementioned and as such makes application to the Town of Leland for the use of the LCAC Facilities. The undersigned warrants that applicant has read and will observe the use policies and regulations of the LCAC, will exercise the utmost care in the use of the LCAC's premises and property, and shall be responsible for any damage arising from the use of said premises or property.

All terms and conditions of this written agreement shall be binding upon the parties, their heirs, representatives, and assigns, and cannot be waived by any oral representation or promise of any agent or agents who executed this contract. Such written document must be incorporated by specific reference herein as part of the agreement. This agreement must be signed with receipt of the deposit and application fee on the day of the arrangement, or it becomes void and the rental is not confirmed.

Applicant Signature _____ Date _____

Applicant Printed Name _____ Date _____

Deposit is required to secure your date.

ALL RENTALS ARE TENTATIVE UNTIL RECEIPT OF AN APPLICABLE DEPOSIT.

Initial _____

I acknowledge and accept the LCAC Facility Use Policy and Rate Schedule *and will comply with all Rules and Regulations set forth herein.*

Initial _____

I acknowledge and accept the *Catering Kitchen Policy and guidelines.*

Initial _____

I acknowledge and accept the *Regulation of Alcohol Service Policy.*

Initial _____

I acknowledge our designated bartender is over the age of 18 and will check IDs before serving anyone to ensure they are over the age of 21.

Initial _____

Reviewed by LCAC Staff:

David Hollis, Town Manager

Date _____