

FLETCHER TECHNICAL COMMUNITY COLLEGE FACILITY RENTAL AGREEMENT

L. E. Fletcher Technical Community College hereinafter sometimes referred to as (Fletcher), hereby contracts with the undersigned Lessee, for the Lessee’s usage of rental space:

Lessee Name: _____

Business/Organization: _____

Mailing Address: _____

Home Phone: _____

Work Phone: _____

Cellular Phone: _____

Email Address: _____

Event Name/Activity: _____ Name of Caterer: _____

Date(s) of Event: Month/Date/Year _____ to Month/Date/Year _____

Time of Event: _____ AM/PM to _____ AM/PM

Number of Guests Expected: _____

Set-up Instructions: _____ N/A- additional room requested for training _____

This contract is granted subject to the following rules and regulations and the acceptance and use thereof by the Lessee is an agreement on their behalf to comply with all terms and conditions set forth, together with all rules of procedure heretofore established by Fletcher.

GENERAL RENTAL INFORMATION:

1. All those entering into a rental agreement must be at least 21 years of age.
2. Rental hours ending after 8:00 PM will be agreed upon beforehand.
3. Base rental time includes set up, decorating, food and supply delivery, photographs, activity and general clean up. General clean up includes removal of all decorations, removal of all trash, cleaning spills and leaving rental space as found.
4. Fletcher requires, at least a two (2) week notice on all rental requests for staffing purposes. No rental agreement is final until deposit is received, all contracts are signed and rental payments are paid in full. Checks should be made payable to **Fletcher Falcon Enterprise Corporation**.
5. All “Exits” from the building **MUST** remain clear and free of any and all obstructions.
6. Lessee must inform and have approval by lessor prior to signing of the contract to serve alcoholic beverages at events. Lessee must follow Fletcher and LCTCS policies and procedures as it relates to alcohol and in accordance with the provisions of state and local regulations, ordinances and laws.
7. Smoking is not allowed on any Fletcher campuses.
8. No gambling allowed.
9. No promotion/sales of commercial, political, religious activities allowed on the premises.
10. Lessee must inform and have prior approval by lessor to charge admission to guests who attend an event on the premises.
11. Lessee will not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, political affiliation, disability, or age against any individual in the provision of any service and/or benefit by such agencies, departments, offices, commissions, boards or entities.
12. No live music allowed in or on Fletcher property unless otherwise agreed upon by Fletcher prior to signing of the contract. Recorded music is allowed. At no time can music interfere with other programs on site or the immediate surroundings.
 - a. All events with live music as entertainment (Band, DJ, etc. – must provide their own riser stage, or provide protective floor matting.
13. All electrical and telecommunication wires must be taped or matted to the floor when crossing common walkways.
14. Decorations:
 - a. Must meet State Fire Laws and approval of the City Fire Chief.
 - b. Tape, tacks, nails or staples are not allowed to be placed on any surface area and are strictly prohibited.
 - c. All decoration descriptions and samples must be forwarded and approved in advance of the event.

- d. Candles, sparklers, bird seed, rice, glitter and other such confetti are prohibited.

GENERAL RENTAL FEE INFORMATION:

- 1. No rental room is considered reserved or booked by Fletcher until the deposit fee of 50% of the total event fee is received AND the deposit will be due at the time of the receipt of the signed rental contract. Checks should be made payable to **Fletcher Falcon Enterprise Corporation.**
- 2. Balance of total fee of room rental is due by date of event.

CANCELLATIONS:

- 1. In the event that Lessee cancels the rental for any reason, the following charges will be in effect:
 - a. If Lessee cancels event 30 days or more prior to the event, the Lessee will forfeit 50% of the deposit.
 - b. If Lessee cancels the event less than 30 days prior to the event, the Lessee will forfeit the entire deposit (100%).
- 2. Lessee may reschedule rental, without penalty, only once – prior to two (2) weeks before original rental date.
- 3. Lessee may not cancel or postpone the event due to any unforeseen incident or other causes. All events are expected to proceed as scheduled. If Fletcher is open – all meetings/events will be scheduled as originally agreed upon. Fletcher will, however, reschedule the event if the premise is closed on the scheduled date due to inclement weather with dangerous conditions: hurricane conditions, flooding, etc. In the event that this occurs, the rental fee may be applied to a mutually agreed upon new date. If a new date is not agreed upon, the fee will be refunded.
- 4. Fletcher may cancel or terminate the event, if, in the sole judgment of Fletcher that the event is likely to cause a disturbance of the peace, endanger persons or property, or violate any law, or if there is any significant deviation in the nature of the event as described above.

LIABILITY:

- 1. This Agreement and rights herein granted are personal to Lessee and shall not be assigned, sublicensed or encumbered without Fletcher’s prior written approval.
- 2. Lessee shall procure, pay for and maintain the minimum insurance coverage as follows:
Commercial General Liability Insurance – Coverage with limit of liability not less than \$1,000,000 per occurrence.
Fletcher Technical Community College must be named as an additional insured.
- 3. Verification of Coverage: Lessee shall furnish the college with Certificate of Insurance affecting coverage required by this clause. The certificates for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. Certificates are to be received by the college 10 days prior to the date of the event.
- 4. Lessee has inspected the premises and accepts them as suitable for the intended event.
- 5. Lessee will make no alterations or modifications to the premises, except as may be approved by Fletcher. Lessee is liable for any and all damage to the premises caused by the Lessee and or guest by their use of the premises, and will reimburse Fletcher for the cost of any repair or replacement that Fletcher deems necessary to repair or replace.
- 6. Under no circumstances, including cancellation by Fletcher, is Fletcher responsible for any expenses relating to the event, including charges of vendors.
- 7. Lessee will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, injury, and/or damage to property arising from any occurrence at the leased premises during the occupancy period occasioned wholly or in part by any negligent act or negligent omission of Lessee, its agents, contractors, employees, volunteers, participants, or concessionaires.

FINANCIAL OBLIGATION:

- 1. Lessee has agreed to a total financial obligation for rental of Fletcher facilities of \$_____
 - 2. Fifty Percent (50%) of obligation \$_____ is due at the signing of the agreement.
 - 3. Balance Due \$_____ by date of function _____.
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I have reviewed and understand all the rules and regulations listed above. I am aware that this rental agreement can be cancelled/terminated at any time if said rules and regulations are not followed. I also hereby acknowledge receipt of the agreement and hereby accept all terms and conditions set forth herein together with the terms and conditions of the overall policies as established by Fletcher.

Signed and acknowledged this _____ day of _____, _____.

(PRINT) APPLICANT'S NAME/COMPANY REPRESENTATIVE

(SIGNATURE) APPLICANT'S NAME/COMPANY REPRESENTATIVE

(PRINT) FLETCHER CHANCELLOR

(SIGNATURE) FLETCHER CHANCELLOR

(PRINT) FLETCHER CHIEF FINANCIAL OFFICER

(SIGNATURE) FLETCHER CHIEF FINANCIAL OFFICER

(PRINT) FLETCHER FOUNDATION EXECUTIVE DIRECTOR

(SIGNATURE) FLETCHER FOUNDATION EXECUTIVE DIRECTOR