



Saturday, September 24, 2016

**NAME OF CLIENT**

**CONTACT INFORMATION**

**RE: NAME OF EVENT HERE**

Dear \_\_\_\_\_:

We are delighted that you have chosen to host your event here at The Carolina Event and Conference Center. The CECC is an ideal location for hosting truly memorable events, and we are excited that you and your guests will have the opportunity to experience why we are recognized as one of the top event facilities in Western North Carolina.

Enclosed is a contract proposal for your review and signature. Please examine the proposal carefully to ensure that no items have been omitted, and that it meets your approval. If the following is completed **within 14 days of the sending of this proposal and a 50% deposit is paid**, it will be converted into a permanent booking. If not received within this 14 day period, the proposal is not valid. Please initial where indicated on each page, sign the last page and return along with the Credit Card Authorization Form and a copy of the front and back of your credit card as well as the mailing address for the credit card.

Thank you so much for your interest in The Carolina Event and Conference Center. If we may be of further assistance or can provide you with any additional information, please email us directly at [howen@hospiceofrutherford.org](mailto:howen@hospiceofrutherford.org). We look forward to welcoming you and your guests to our facility and celebrating this special occasion with you.

Sincerely,

Heidi Owen, MBA, CFRE, CAPS  
Regional Director of Business  
Encl: Original Contract  
Credit Card Authorization  
Rate Sheet  
Approved Caterer List

## CAROLINA EVENT AND CONFERENCE CENTER CONTRACT

County of Rutherford, NC

Issue Date:

This is a contractual agreement between Hospice of Rutherford County and its Event and Conference Center, doing business as "Carolina Event and Conference Center," located at 374 Hudlow Road, Forest City, North Carolina 28043, hereafter referred to as "CECC," and \_\_\_\_\_ hereafter known as "RENTER."

**Unexecuted contracts not received by CECC expire fourteen (14) calendar days after issue date and CECC reserves the right to enter into a contract with another customer since it operates on a first-come, first-serve basis.** To confirm RENTER's use of the facility, CECC must receive a signed contract and deposit within fourteen (14) days from the issue date of the contract.

The purpose of this agreement is to clarify roles, liability limits, and responsibilities, to ensure that your event is successful and meets your expectations while complying with facility guidelines. We appreciate your selecting CECC for your event and thank you for your business.

### CECC RESPONSIBILITIES

CECC will provide RENTER leased space and services in the facility on the dates specified in this contract. CECC will have the right to enter and inspect all functions to ensure that the assembly is lawful and that all guests are conducting themselves in a reasonable, lawful, safe, and peaceful manner. CECC will provide a mutually agreed upon number of tables and chairs (for reasonable purposes), as well as a representative to ensure the terms of the contract are fulfilled.

### RENTER RESPONSIBILITIES

**DEPOSIT AND PAYMENTS:** The following specifies deposit and payment requirements for use of the facility:

For all events, CECC requires a **deposit of half** the CECC contracted rate **upon signing of the contract**. The **remaining half is due seven (7) business days** prior to the event. If the remaining half is not received within this time frame, the event will not take place and the first deposit is forfeited.

Government entities must provide a written purchase order to confirm reservation of the facility. Full payment must be received at least seven (7) business days prior to the event.

All deposits will be applied toward the final balance, provided the facility is left in reasonable condition and there are no damages or excessive cleaning required as determined by CECC. RENTER also agrees to pay for any damages incurred by RENTER and/or their guests.

CECC can process payments via VISA and MASTERCARD through the website at [carolinaevent.org](http://carolinaevent.org) for your convenience. Checks (personal or business) or money orders should be made payable to Carolina Event and Conference Center, and submitted to CECC, PO Box 336, Forest City, NC 28043 within fourteen (14) business days of the event. Only the person signing this contract can make any changes prior to and during the event. This includes changes in audiovisual equipment, event setup, dates of the event, and access to the building, etc.

**SMOKING:** CECC is a smoke-free building with smoking permitted only in the designated outdoor area(s).

**SPACE USAGE AND HOURS OF USE:** CECC is available for outside rental at the discretion of CECC management between the hours of 8 am and 11 pm. In addition, the facility is not available for rent during any scheduled CECC holidays including the day before and the day after a holiday, during CECC scheduled internal events, or when CECC is closed for inclement weather. RENTER and guests will be limited to the area, date(s), and time(s) specified in the contract's Fee Schedule, in addition to the use of the restrooms.

RENTER shall not admit to the premises a larger number of persons than agreed upon by CECC. CECC reserves the right to eject or cause to be ejected from the premises any person, and CECC, its officers, agents, employees or volunteers shall not be liable for any damages that may be sustained through the exercise of this right.

**RENTER is charged the hourly rate from the time the RENTER enters the facility or grounds until the RENTER exits the facility or grounds which includes RENTER or RENTER DESIGNEE decorating, set up, event and clean up.**

CECC represents that the premises are in fit condition for use by RENTER. RENTER shall surrender the premises at the designated time in the same condition as when the RENTER took possession, allowing for reasonable wear and damage and by Acts of Nature or other causes beyond the reasonable control of the RENTER.

**RENTER shall remove all personal property and personnel from the premises at the expiration of the contract term.** CECC assumes no responsibility for any property placed in or around the premises. **Any property left in or around the premises shall, after a period of 24 hours from the last hour of the RENTER's contract, be deemed abandoned and may be disposed of at CECC's discretion.**

The RENTER is also given notice that section 12-77(3) of the Forest City Code of Ordinances prohibits the playing of any radio or any other musical instrument in such a manner or with such volume after 11 pm. CECC has the right to control the volume of any music in or around the premises to ensure a peaceful existence for the neighborhood and for the Hospice House patients and guests.

**CONDUCT:** CECC presumes that all groups and individuals hosting events will show respect to the families, staff and volunteers Hospice serves and be considerate of the nature of the mission. Loud music or other boisterous noise and any other inappropriate or offensive actions or behaviors are prohibited anywhere on the Hospice of Rutherford County property. CECC or other Hospice representatives have the right to ask the RENTER to remove inappropriate guests.

**DECORATIONS:** Event decorations are limited to tables only; any other decorating or hanging of items such as signs and banners require advance approval. **Nothing may be attached or taped to the walls, ceiling, floors or glass in the facility. Glitter, confetti, rice, sparklers, and birdseed may not be used on the premises. Bubbles, however, may be used outside (to “shower” the bride and groom) for wedding receptions. Balloons can only be used on the outside of the facility.** The RENTER is responsible for removing all decorations or other items brought into the facility or onto the grounds.

**TECHNOLOGY:** RENTER must notify CECC of technology needs no later than 14 days in advance. Hospice provides limited technical assistance. Please be advised that technology may be interrupted and CECC does not guarantee that technology will be available.

RENTER may not bring in any unapproved audiovisual equipment for use in the facility. CECC has audiovisual equipment available for rent. All musicians, disc jockeys, bands, and other contractors must be approved by CECC at least thirty (30) calendar days prior to the event. RENTER is responsible for the security of all equipment being used in the facility.

**ALCOHOL:** CECC has the discretion to determine if a RENTER can have alcohol served at a contracted event. **RENTER must carry a \$1,000,000 general liability insurance policy during the period of occupancy and list Hospice of Rutherford County and CECC as an additional insured. This policy must be provided to CECC management a minimum of seven (7) days prior to the event.** RENTER must agree to comply with all laws and regulations concerning the consumption of alcoholic beverages on the premises and must only have alcohol provided through the CECC full service approved caterer list. CECC reserves the right to expel any guest who may be intoxicated or exhibits inappropriate behavior. **Alcohol service must end one hour prior to the end of the event.**

**FIRE:** No open flames, candles, or cooking are allowed in the facility (unless specifically pre-approved in writing by CECC).

**OTHER SAFETY ISSUES:** Exits and exit access paths may not be blocked. A corridor five feet wide must be maintained at all times around the perimeter of the seating area. Safety devices may not be blocked, moved or removed. Electrical cords may not cross paths. Any office or work room, including the kitchen, may not be accessed.

**FOOD RESTRICTIONS:** Food, other than ‘specialty pastries’ for events, may not be brought into the facility. All food other than cakes will be provided by approved CECC caterers. All cakes, cupcakes, pastries, etc. must be ‘store bought’ and/or prepared in commercial, Health Dept. approved kitchen and approved at contract signing.

**NON-LIABILITY OF CECC FOR DAMAGES:** RENTER and guests assume full responsibility for the event and agree to hold harmless CECC and the owner of the facility, Hospice of Rutherford County, the Board of Directors, contractors, volunteers and employees against any and all claims, losses, or damages to property, automobiles, or persons that are involved in RENTER’s occupancy

of the meeting space and facility. CECC will not be liable for damage claims for injury to persons or property from any cause relating to the occupancy of the premises by the RENTER, including those arising out of damages or losses occurring on sidewalks or other areas of the property during the term of this contract.

**FEES:** All charges are subject to a service fee and state sales tax.

**CONTRACT TERMINATION:** CECC reserves the right to cancel this contract if CECC is unable to provide the facility due to such things as Acts of God, inclement weather, war, terrorism, government regulations, owner’s change in use of the building, licensing, county or state codes or restrictions, disaster, civil disorder, or curtailment of transportation systems, or owner’s decision to modify use of the building.

CECC makes financial commitments based on the revenues expected to achieve from your full performance of the Contract. Therefore, it must be understood and agreed by you that canceling your entire group (“Cancellation”) may expose CECC to substantial losses. Accordingly, you are subject to the Cancellation outlined below:

**CANCELLATION:** This Contract shall bind both CECC and the RENTER and there shall be no right of termination including termination for the sole purpose of holding the event at some other facility or city and/or for the sole purpose of booking another organization. The CECC and the RENTER both acknowledge that in the event of a cancellation or breach by the RENTER it would be extremely difficult to fix actual damages, and therefore it is agreed that should the RENTER advise CECC that they wish to cancel these arrangements after signature of the contract, the RENTER agrees to pay to CECC, **as liquidation damages and not as penalty in addition to retained 50% deposit**, the following amounts based on the time of termination:

<b>CANCELLATION NOTICE</b>	<b>Percent of Remaining 50% Deposit</b>
<b>Within 12 months</b>	<b>0%</b>
<b>Within 6 months</b>	<b>50%</b>
<b>Within 3 months</b>	<b>75%</b>
<b>Within 1 month</b>	<b>100%</b>

These liquidated damages are in addition to our retention of any non-refundable deposit. It is understood that CECC shall have the right to make all such terminated function space available to the general public, and to retain all monies received from such sales. We wish to make it perfectly clear that these policies are not designed to generate revenue for us. It is applied only as a means of protection against unrecoverable losses from cancellation.

**FOOD AND BEVERAGE POLICY:** RENTER is required to use approved CECC caterer ONLY. No food or beverages may be brought in by RENTER except approved cake or similar celebratory item approved by CECC management.

In the event that any of your guests in your group have food allergies, it is your responsibility to inform approved Caterer in writing of the names of such persons and the nature of their food allergies. Should you not provide the names of the guests and the nature of their food allergies to approved caterer, you shall indemnify and hold HORC/CECC forever harmless from, and against, any and all liability or claim of liability for any personal injury that does not occur as a direct result of any negligence of CECC representatives.

**SECURITY:** CECC requires uniformed security to be present at any event where alcohol is served, to be paid for by the RENTER. Security may also be required at the discretion of the Event Manager. CECC will schedule security who may or may not be armed.

**MEETING SPACE ASSIGNMENT:** CECC reserves the right to assign and change specific meeting room space at its discretion. Changes to CECC's standard setup (tables and chairs) must be submitted in writing by RENTER no less than twenty one (21) business days before the event. Any other changes 21 days before the event requiring CECC personnel are subject to an additional setup charge of \$100.

**ENTIRE AGREEMENT:** This contract constitutes the entire agreement between CECC and RENTER. No changes can be made by striking through any line of this contract or by inserting written comments or changes. A final copy of the executed contract will be placed into the RENTER's file at CECC, and RENTER will not receive a final, executed copy unless requested by RENTER. Please keep a copy of this contract for your records. The persons signing this agreement personally guarantee payment to CECC and have the legal right to obligate themselves as individuals and /or their organization. **It is the responsibility of the RENTER to arrange all food and beverage details with the CATERER.** CECC will have no part of this relationship, and is not responsible for the quality or service of food and beverage.

As a part of doing business and providing information to the public about CECC's services and products, CECC uses various digital and other photographs of its customers and their attendees, activities, and functions. As part of our agreement, the RENTER agrees to allow CECC to photograph the customer's functions and use those photos of participants and activities in current or future marketing, promotions, advertising, and brochures in appropriate and tasteful ways.

At Carolina Event and Conference Center, we are committed to making your event a success. Here are some guidelines that will help minimize last minute changes, ensure your event runs smoothly, and that we meet all your requirements. We appreciate your business!

**CONTRACT and PROJECT WORK SHEET: Must be signed and received by CECC within 14 calendar days of the issue date in order to confirm space.** Please specify exact time RENTER will need to enter facility to decorate, set up, etc as that is the time the hourly rate will be charged to RENTER. Please also specify exit time to include removal of any personal property as that will be the time the hourly rate will end. Specify audio visual needs and table set up needs by referencing the rental rate sheet.

**ROOMS NOT RESERVED BY YOUR EVENT:** Please avoid entering or utilizing any room in the facility or the grounds not rented as stated in the signed contract.

**LOAD IN / LOAD OUT:** All decorations, equipment, collateral materials, etc. must be loaded into the CECC via the front entrance. At no time is the RENTER, event guests, vendors, suppliers, etc allowed to utilize the rear entrance of the CECC. Also, at no time should the rear Terrace or sidewalks be driven on or used as a staging area. Vehicular access to any portion of the property other than public parking lots and loading docks is prohibited unless written permission is granted by CECC.

**COMMUNICATION WITH STAFF AND EVENT CHANGES:** Changes to the contract or to event activities such as room assignment, room setup, audiovisual needs, service times, seating, etc., can be made only by CECC management. Any changes should be specified in writing and communicated only with the CECC management to prevent problems and miscommunications. Receipt of changes must be confirmed in writing by CECC management. E-mail ([howen@hospiceofrutherford.org](mailto:howen@hospiceofrutherford.org)) or fax (828) 245-5389 is the preferred method for submitting change requests.

**CONTRACT PROJECT WORK SHEET**

Event Date: \_\_\_\_\_ Event Purpose: \_\_\_\_\_

Time In: \_\_\_\_\_ Time Out: \_\_\_\_\_

RENTER: \_\_\_\_\_ Address of RENTER: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Room Requested: \_\_\_\_\_ Estimated # of Guests: \_\_\_\_\_

Caterer to be Used: \_\_\_\_\_

Audio Visual Request: \_\_\_\_\_

Set Up Request: \_\_\_\_\_

**Will alcohol be served and if so, what time will the alcohol service begin and end?** (Please note that alcohol service must cease one hour prior to the end of the event. A uniformed officer is required during alcohol service as noted on the rate sheet.) \_\_\_\_\_

**PRINT FULL NAME OF RENTER:** \_\_\_\_\_

**SIGNATURE OF RENTER:** \_\_\_\_\_

**DATE RENTER SIGNED CONTRACT:** \_\_\_\_\_

**PRINT NAME OF WITNESS FOR RENTER:** \_\_\_\_\_

**SIGNATURE OF WITNESS:** \_\_\_\_\_

**ESTIMATED AMOUNT OF 50% DEPOSIT ENCLOSED OR TO BE CHARGED TO CREDIT CARD (NOTE this is subject to change by CECC management after requests made by RENTER are entered and calculated):** \_\_\_\_\_



The RENTER signing the contract certifies that he/she has the authority to enter into a contract for the stated purposed.

Please mail this entire signed document to CECC, ATTN: Heidi Owen, PO Box 336, Forest City, NC 28043 or email to [howen@hospiceofrutherford.org](mailto:howen@hospiceofrutherford.org).

By returning the signed agreement you authorize CECC to accept your facsimile or scanned signature on this agreement and agree that your facsimile or signed agreement will have the same effect as your original signature will have and you will enable CECC to establish all arrangements on a definite basis.

Include with your signed contract the initial 50% deposit recognizing that this amount may be increased and due within 14 days of the signed contract as the result of requests made on the CONTRACT PROJECT WORKSHEET. You may complete the CREDIT CARD AUTHORIZATION FORM, make your payment via the website at [carolinaevent.org](http://carolinaevent.org) or mail your payment with this document to the address above.

**CREDIT CARD AUTHORIZATION FORM**

**PLEASE COMPLETE THIS FORM AND ENCLOSE THE FORM, THE REMAINING 9 PAGES OF THE DOCUMENT, AND A COPY OF THE FRONT AND BACK OF YOUR CREDIT CARD ENSURING THAT THE NUMBERS AND YOUR SIGNATURE CAN BE READ EASILY.**

**RENTER Contact Name:** \_\_\_\_\_ **Date of Event:** \_\_\_\_\_

**NAME ON CARD:** \_\_\_\_\_

**BILLING ADDRESS OF CARD:** \_\_\_\_\_

**TYPE OF CREDIT CARD:** \_\_\_\_\_ **EXPIRATION DATE:** \_\_\_\_\_

**CREDIT CARD NUMBER:** \_\_\_\_\_ **SECURITY CODE:** \_\_\_\_\_

**YOUR SIGNATURE AS SHOWN ON YOUR CREDIT CARD:** \_\_\_\_\_

**By signing this form, you authorize CECC to accept your facsimile signature on this card and agree that your facsimile signature will have the same legal force and effect as your original signature. If at any time you wish to use another credit card for any portion/payment of your account/final bill, a new completed and signed authorization form is required.**

**Please return to CECC, ATTN: Heidi Owen, PO Box 336, Forest City, NC 28043  
(828) 245-0095 FAX: (828) 245-5389**

**TOTAL NUMBER of HOURS** \_\_\_\_\_

**ROOM UTILIZED** \_\_\_\_\_

**OTHER SERVICES REQUIRED** \_\_\_\_\_

**TOTAL COST of SVCS** \_\_\_\_\_

**DEPOSIT at 50%** \_\_\_\_\_

**BALANCE** \_\_\_\_\_