



City of McAlester - P.O. BOX 578 McAlester, OK 74501

PHONE #: 918-420-3976

CELL #: 918-424-1923

FAX#: 918-423-1092

# FACILITY RENTAL AGREEMENT

NAME/TYPE OF EVENT: \_\_\_\_\_

DATE(S): \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE #: \_\_\_\_\_

PROJECTED ATTENDANCE: \_\_\_\_\_

LESSEE NAME: \_\_\_\_\_

PHONE #: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

Use of the McAlester Expo Center, hereinafter referred to as McAlester Expo Center, Expo Center or Lessor, is subject to the rules and regulations adopted by the City of McAlester and conditions stated herein this Agreement and Attachments.

The Renter, hereinafter referred to as Lessee, is permitted to use and occupy the facilities listed below with dates and time indicated, as set forth in this Agreement:

***\*\*PLEASE INCLUDE ALL DATES & TIMES, FOR EVENT, INCLUDING SETUP & TEAR DOWN\*\****

<u>FACILITY</u>	<u>DATE(S)</u>	<u>EVENT TIME</u>	<u>INGRESS/EGRESS</u>
Room No.			

Subject to such conditions, limitations and restrictions, Lessee may have the use of the facilities of the City of McAlester - McAlester Expo Center specifically described above together with such regularly provided heat, water, light, services, and parking as set forth in the current rate schedule on file in the office of the City of McAlester, Expo Manager, as may be required for the use of said facilities for said purpose. No facility or service not provided for in this Agreement may be used by Lessee. Lessee's use of outside space is prohibited unless specifically provided for herein.

This Rental Agreement shall have no force or effect whatsoever until it is signed and returned with both rental and security deposits and signed by a member of the Expo Center administration. All contracts will be promptly reviewed by the Expo Center Manager and the Lessee will be contacted with any concerns, errors or changes. If any changes are needed, the Lessee will be provided a new contract to sign and verify. The Lessee shall covenant and agree that it will perform or abide by each and every rule, regulation, restriction, and/or limitation of this Agreement.

Rates will include table and chairs (as available) and utilities needed for event. Animals will not be permitted in the banquet rooms, unless used by physically impaired individuals. Items other than audio/visual equipment for meetings and banquets must be pre-approved by manager.

The Lessee shall be responsible for complying with the rules and regulations governing the operations of the McAlester Expo Center and for paying directly to the provider the cost associated with any other services performed.

Unless otherwise authorized by the manager, all plumbing, electrical or carpenter work required to be done on the premises of the McAlester Expo Center in connection with Lessee's use, and all extra electrical current required for Lessee's use shall be paid and furnished by the Lessee upon approval of the manager.

The City of McAlester will be permitted to photograph and videotape any and all activities held at the McAlester Expo Center exclusively for the promotion and advertisement of the Expo Center and the tourism efforts of the City of McAlester. This media will not be shared with, sold or given to anyone outside the City of McAlester administration.

The Lessor shall the right to enter the leased premises to inspect those premises at all reasonable times without prior notice to Lessee.

## RULES AND REGULATIONS

**LOCATION:** McAlester Expo Center - 4500 W. Hwy. 270, 3 miles west of McAlester, 1 mile east of the Indian Nation Turnpike.

**RESERVATIONS:** Organizations and individuals interested in leasing the McAlester Expo Center may do so by contacting the manager at (918)420-EXPO (918-420-3976). Reservations are made on a first come, first served basis. Reservations are confirmed using the standard three-year calendar. The reservation calendar will be available for public inspection at all times during regular Expo hours. No date will be removed from the McAlester Expo calendar availability list until the deposits set forth by the City of McAlester has been received in the office of the Expo Manager. (If a reservation date is challenged by a group, the first group/client holding the reservation will be notified and deposits will be requested so that the day can remain secure. If the first client declines the request for deposit, the second client requesting the date will be required to submit deposits to secure the date.) **Reservations will be held for ten (10) days without deposits.** If a contact is not executed and returned to the Expo Center with the initial event deposit

by the end of the 10<sup>th</sup> day, the reservation for the event will be canceled. Unless otherwise specified in writing and approved by the Expo Manager, the staff of the Expo Center shall be privileged to schedule other similar events during, before and after the dates of this contract without notice to Lessee.

**EXPO CENTER RATES:** Lessee of the McAlester Expo Center or any portion thereof, shall pay the rental rate and deposit amounts, set forth by the City of McAlester, as is currently existing or as may be revised hereafter. At the expiration of the time of occupancy of an event, the Lessee shall vacate the premises of the contracted facility and return to the McAlester Expo Center all equipment and property procured from the Expo Center in a like condition and state of repair as when first occupied/accepted, or risk forfeiting all deposits. Lessee agrees to pay, in full, total rental fee at least 30 days before first scheduled event or risk cancellation. Room rental includes utilities, tables and chairs (as available), as well as setup per lessee request. A full day rental period is for eight (8) hour. Setup and tear down is to be completed within the timeframe of your event rental period, unless additional time has been paid per the rental rates.

**CANCELLATION POLICY:** If Lessee wishes to cancel or change the date of an event, a dated, written request must be provided to the Expo Center Manager. In the event a request is made to change dates, all deposits and payments will be transferred to the new date, once a full contract is signed and prepared. If a Lessee wishes to cancel an event, 100% of security deposit will be returned, up to 30 days prior to first date reserved. Upon cancellation by the Lessee, the following fee schedule will apply in regards to initial rental deposits:

- 90+ days prior to first date reserved: Initial deposits plus any payments made, fully refundable
- 89-60 days prior to first date reserved: 50% initial rental deposit nonrefundable
- 59-30 days prior to first date reserved: 100% initial rental deposit nonrefundable
- Less than 30 days prior to first date reserved: 100% of all payments, including security deposit nonrefundable

No refunds will be given when the event is canceled by the Expo Center Management, due to the Lessee's noncompliance with terms and conditions.

If the total final payment due is not paid in full, 30 days prior to the first date reserved for the event, the event will be subject to cancellation. The Expo Center reserves the right to refuse use of the leased space unless FULL payment is made.

**LEASE CONTRACTS:** A copy of the contract will be provided to the Lessee, who must sign the original before event will be scheduled. Signed Contract and reservation deposits made payable to the City of McAlester should be mailed to: City of McAlester, McAlester Expo, P.O. Box 578, McAlester, OK 74501. This agreement shall not be let, sublet, assigned, conveyed, mortgaged, pledged, encumbered or otherwise transferred (whether voluntary or involuntarily) by Lessee without Lessor's written consent. If Lessee is allowed to sublease, assign, convey or otherwise transfer this agreement, with the Lessor's consent, the Lessee shall remain fully liable hereunder.

**SET-UP REQUIREMENTS:** Set-up sheets will be completed by the Lessee and returned with every contract. Changes to setups should be made no later than two weeks (*14 days*) before an event. Expo staff complete room setup as early as one week before events, when possible. Any event requesting a change in setup, once a room has been completed, will be subject to an additional fee of \$50.00. Any events requiring the use of the Expo stage or dance floor will be charged a \$50.00 setup fee for each item used. Discussion regarding additional requirements and/or related cost for any event must be held with the Expo Manager. Any special set-up request must be provided to the Expo Manager, in writing, at least thirty (30) days before the event. In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the McAlester Expo Center either prior to, during or subsequent to the use of the facilities by the Lessee,

the McAlester Expo Center, The City of McAlester, their agents or employees shall not be liable to the Lessee or any other person for the loss, damage or injury to such property.

**DECORATIONS:** Lessee shall not do or permit to be done upon Expo Center anything that will tend to mar or in any manner deface the Expo Center. Decorations and/or signage may not be fastened to the walls with hooks, nails, screws or staples. Thumb tacks and scotch or double sided tape is permitted as long there is no harsh residue or damage to the walls. Damage or discoloration to the walls may lead to forfeit of security deposit. The use of glitter or metallic confetti is prohibited in the facility and/or on the grounds. The use of hay or straw is permitted, as long as floor covering is provided and any excess debris is cleaned up upon removal. No rice, birdseed or similar items shall be thrown in or around the Expo Center. Failure to comply with these rules and regulations will result in immediate forfeit of security deposit. Any questions regarding decorations should be addressed with Expo Manager at least two (2) weeks prior to event.

**CONCESSIONS:** City of McAlester and McAlester Expo Center, retain all rights to food and beverage concessions in or near the Expo Center. Concessions of any merchandise, including but not limited to programs or souvenirs, either on display or by taking orders, may be sold only after prior approval of the Expo Manager. No percentage of receipts on merchandise is required at this time. Please see **CATERING/REFRESHMENT SERVICES**, if your event requires any catering or banquet type needs.

**KITCHEN FEES:** The prep kitchen may be rented by the Lessee for a fee of \$100.00. The Expo Center will provide kitchen utilities only. The Expo Center does **NOT** provide any cooking or baking materials (including but not limited to pots, pans, bowls and/or utensils) or cleaning rags or cloths. The kitchen must be cleared of all noticeable trash and debris by lessee or catering provider prior to leaving the building following the event.

**CATERING/REFRESHMENT SERVICES:** The Expo Center does allow the use of outside catering for events. Please notify the Expo Center when filling out your agreement, if outside catering will be used. All caterers must abide by Expo Center requirements and policies. Outside caterers are welcome to use the prep kitchen, under the same rules and kitchen fees stated above. For a \$25.00 set-up fee, the Expo Center will provides limited refreshments which include tea, coffee, bottled water and donuts at the following rates: Tea, coffee and bottled water at \$1.00 per person; Donuts at \$2.00 per person. Any lessee requiring refreshment services, provided by the Expo Center, must notify the Expo Manager at least two weeks (14 days) prior to the scheduled event.

**COLLECTIONS/DONATIONS:** No collections or donations whether for charity or otherwise, shall be made at the Expo Center without the prior approval of the Manager.

**CERTIFICATE OF INSURANCE:** Lessee must provide a Certificate of Liability Insurance to the Expo Manager at least two weeks (14 days) prior to occupying the rented facility. Insurance in the amount of \$1,000,000.00 liability and property damage naming City of McAlester, McAlester Expo Center, as Certificate Holder on the Certificate. (A Waiver of Liability may be permitted for private, non-public events upon approval from Expo Manager.)

**LICENSES:** Lessee shall comply with all laws of the United States, of the State of Oklahoma, all ordinances of the City of McAlester and all rules and regulations of the City of McAlester. Lessee shall not do, or permit to be done, anything on the premises in violation of any such laws, ordinances, rules and regulations. Lessee shall obtain all permits/licenses required by law ordinances, rules and regulations and provide a copy to the Expo Manager, thirty (30) days prior to event. The sale of alcoholic beverages is prohibited under any circumstances unless specifically approved by the Expo Manager and where a licensed caterer/alcohol service permit and provider is in place.

**ADVERTISING:** No licensed event shall be placed on the McAlester Expo calendar until the signed agreement, all deposits and set up requirements are received by the Expo Manager. Lessee shall not distribute, circulate, display or permit to be distributed, circulated or displayed, any advertisement material or program promoting events or activities not scheduled at the McAlester Expo Center except as is authorized in writing, by the Expo Manager. The Lessee may display promotional or advertisement material for an event held at the McAlester Expo Center as long as no materials displayed damages, injuries, and mars or in any manner defaces any portion in the facility at the McAlester Expo Center. The digital marquee is reserved for events held at the McAlester Expo Center. Events wishing to place a message on the marquee must submit the message in writing and will be approved by the Expo Manager. The Expo Center reserves all rights to change or modify messages, based on size, space and/or message visibility.

**SECURITY:** Lessee is responsible for furnishing security if deemed necessary by the Expo Manager, at the rate of \$25.00 per hour, per security officer. In order to maintain adequate security measures, the McAlester Expo Center requires that security be provided for events serving alcohol and the event sponsor/lessee shall be responsible for the costs related to any additional security required for the event. Lessee shall arrange to pay all security directly, at the beginning of the event or sooner. Security will be determined based on size, program and/or nature of event. All alcohol services shall be discontinued 30 minutes prior to the scheduled end of all events. The McAlester Expo Center reserves the right to remove or cause to be removed from the premises any objectionable person or persons.

**OBSTRUCTIONS:** No portions of sidewalks, entries, vestibules, hall, elevators or way of access to public utilities of the McAlester Expo Center shall be obstructed or caused to be obstructed by the Lessee, nor shall same be caused or permitted to be used for any purpose other than entering or exiting from the premises. The doors, skylights, stairways, openings that reflect or admit light into any portion of the building, hallways, corridors, passageways, radiators, and house lighting attachments, shall in no way be obstructed by the lessee. A three foot clearance in front of all exits is required at all times for fire code compliance. No permanent parking is allowed along the front (south side) of Expo building. This area is a fire lane and must have complete access for fire department vehicles. Temporary parking is allowed only for a reasonable time, for move in or move out.

**SMOKING:** The McAlester Expo Center is a clean air facility. The use of tobacco products are not permitted inside the building.

**CLEANING:** It is the responsibility of the Lessee to make sure the rented area is clean of all trash, debris and decorations, including streamers and/or confetti. Lessee is **NOT** required to clean bathrooms, take out trash, mop, sweep and vacuum or put away tables and/or chairs. Excessive cleaning by Expo staff may result in forfeit of security deposits. The Expo Center Manager shall have the sole right to collect and have custody of articles left in the building by persons attending any event held in conjunction with this lease or otherwise. These articles will be held for thirty (30) days and then, upon expiration of 30 days, if not recovered by the owner thereof, the articles shall be considered abandoned and disposed of by Expo Center personnel.

**OBLIGATIONS OF LESSOR:** Lessor shall be responsible for:

- Opening of facilities at the beginning of each use covered by this agreement and to secure the facility at the end of each such use.
- Providing at least one staff member to be present during all events
- Providing all standard utility services, including: trash, electricity, water and sewer.
- Providing maintenance personnel to make emergency repairs in the event of facility malfunction.
- Providing ordinary and usual maintenance to the facilities.
- Any additional costs for items/services added to final invoice in accordance with current rates.

**RENTAL COLLECTION:** If for any reason said rental is not paid as stipulated above, it is agreed that any box office receipts in the possession of the City of McAlester, McAlester Expo Center, or the lessee's designated ticket agent will be immediately applied to the payment of said rent and lessee waives all rights to that portion of the box office receipts necessary to pay said rental. Lessee shall furnish the City of McAlester, McAlester Expo Center, a true and accurate copy of the ticket printer's manifest before the event. In all cases, the City of McAlester, McAlester Expo Center, shall require that a properly executed contract be in effect and the prescribed rental and security deposits be paid in full before authorizing a ticket sale to commence. The City of McAlester, McAlester Expo Center, shall further have the right to count all unsold tickets after each performance. Lessee shall furnish a box office statement after each event. In the event, suit or action is instituted, the City of McAlester, McAlester Expo Center, shall be entitled, in addition to the costs and disbursements provided by statute, to such additional sums as the court may adjudge reasonable for attorney's fees to be allowed in said suit or action.

**WAIVER OF RENTAL FEES:** The City of McAlester will not waive any rental fees to any organizations. The City will consider partnering with organizations for educational and economic development projects if the project is open to the residents of the City of McAlester and no fee is charged to the residents of the City of McAlester. Any request for partnering must be made to the City of McAlester.

Lessee shall pay the City of McAlester for the use of said facilities, the sum of:

Security Deposit (refundable): \_\_\_\_\_  
 Rental Fee (50% due with contract): \_\_\_\_\_  
 Prep Kitchen Fee: \_\_\_\_\_  
 Catering/Refreshment Fee: \_\_\_\_\_  
 Stage/Dance Floor Setup Fee: \_\_\_\_\_  
 Grand Total: \_\_\_\_\_

I have read, and agree to abide by this Agreement and accompanying rules and regulations as set forth by the City of McAlester.

\_\_\_\_\_  
 LESSEE DATE

\_\_\_\_\_  
 EXPO ADMINISTRATION DATE

\_\_\_\_\_  
 MANAGER DATE

# McAlester EXPO CENTER

EXPO RENTAL RATES – Effective July 1, 2018

Room	Size	Rate
Entire Building	200' x 400'	\$3500.00/\$3000.00 (2 <sup>nd</sup> day & subsequent days)
Expo Hall	200' x 250'	\$2500.00/\$2200.00 (2 <sup>nd</sup> day & subsequent days) *Rental period is for 8 hours (\$200.00 per hour thereafter) *Separate load in/out days or times can be arranged at the rate of \$200.00 per hour, with a minimum of 4 hours.
Room 101	50' x 75'	\$75.00 per hour (minimum of 3 hours) \$500.00/day (8 hours/\$50.00 per hour thereafter)
Room 103	145' x 75'	\$100.00 per hour (minimum of 3 hours) \$700.00/day (8 hours/\$75.00 per hour thereafter)
Room 205	20' x 39'	\$50.00 per hour (minimum of 3 hours) \$350.00/day (8 hours/\$50.00 per hour thereafter)
Room 207	29' x 32'	\$50.00 per hour (minimum of 3 hours) \$350.00/day (8 hours/\$50.00 per hour thereafter)
Room 209	29' x 34'	\$50.00 per hour (minimum of 3 hours) \$350.00/day (8 hours/\$50.00 per hour thereafter)
Mezzanine	135' x 25'	\$65.00 per hour (minimum of 3 hours) \$450.00/day (8 hours/\$50.00 per hour thereafter)

#### Initial Rental Deposit

- To reserve a room or date, 50% of the total rental rate is required at the time the contract is signed. Remaining balance is to be paid within 30 days before first scheduled date.

#### Security Deposit (Refundable)

The following security deposits will be required when booking an event at the Expo Center. Security deposits are separate payments from the initial rental deposit and remaining balances. Security deposits are required for all rentals and will be fully refunded without facility damage or violations to contract.

- Upstairs Rooms (205,207,209)/Mezzanine - \$50.00
- Downstairs Rooms (101 & 103) - \$100.00
- Expo Hall/Entire Building - \$500.00

These deposit are needed to reserve the date for any event. No event will be held, or date removed from availability until the full deposits are made.