

# FACILITY USAGE AGREEMENT

Contract No. (1704012)

This Agreement, entered into this **January 17, 2017** by and between **Convention Center Management, L.L.C.**, doing business as the **Natchitoches Events Center**, hereinafter referred to as "CENTER" and:

**John Doe**  
**123 Front Street**  
**Natchitoches, LA 71457**  
**Phone Number: (318) 555-0000**

Hereinafter referred to as "**CLIENT**."

It is understood and agreed that the term **CENTER** will, throughout the conditions of this **AGREEMENT**, refer to the **Natchitoches Events Center**.

**CLIENT** warrants that said use is for the following and no other purpose:

**Name of Event**

Spaces utilized for the above stated purpose will be for the following location(s), price(s) and date(s): .

**Room/Room or Entire Facility - \$0.00 (see pricing for each space)**

**Date of your event**

Whenever the term **AGREEMENT** is used, it refers to the Natchitoches Events Center Facility Usage Agreement. Whenever the term **CENTER** is used in the **AGREEMENT**, it refers to the Natchitoches Events Center. The term **MANAGER** refers to the **MANAGER** of the **CENTER** or the **MANAGER'S** duly authorized representative. The term **CLIENT** shall refer to the party, individual, organization, partnership or corporation identified in the **CENTER'S** Facility Usage Agreement.

**CLIENT** agrees to pay non-refundable 25 percent deposit in the amount of **\$\$\$50** by **10 days after the contract is sent to you**. The above stated room rental amount of \$570.00 is only facility rent in full and could increase if other equipment or services plus applicable taxes are requested or required.

## **ASSIGNMENT OF AGREEMENT:**

Neither the **AGREEMENT** nor any portion thereof may be assigned without formal written approval of the **CENTER**, unless otherwise authorized herein. No such approval shall be construed as making the **CENTER** a party of or to such assignment, or subjecting the **CENTER** to liability of any kind to any assignee even if subcontracting is authorized within this document. No subcontract shall, under any circumstances, relieve **CLIENT** of its liability and obligations under this **AGREEMENT**, and despite any such assignment the **CENTER** shall enforce terms of the **AGREEMENT** against **CLIENT**.

## **PAYMENT:**

The **CENTER** requires a non-refundable twenty-five percent deposit to secure the rental room(s). If this deposit has not been received by the date listed above, the rental room(s) will be released. The balance, including the remainder of the rental space, linens, equipment, services plus applicable taxes, is due no later than ten (10) business days prior to the event date. Payment is due by cash, check (out of state checks not accepted) or credit card (American Express transactions are not accepted) payable to the **Natchitoches Events Center**. All prepayments made toward **CLIENT'S** event are non-refundable.

If **CLIENT** uses an approved caterer, the **CENTER** is not responsible for the payment of the approved caterer. **CLIENT** must contract services directly with the approved caterer and make payment directly to the approved caterer.

## **GENERAL:**

A standard rental day may be up to twelve (12) hours of usage including move-in and move-out times. If more time is needed, please contact the **CENTER** to arrange for additional lease hours billed at \$100.00 per hour.

To guarantee exclusivity, the Entire Facility must be reserved at the time of booking to ensure that you are the only booking in the facility. If you do not specify, it is very likely that another event could be booked in other meeting areas on your reservation date.

All events held at the **CENTER**, must be fully coordinated four (4) weeks in advance of the event. If the event

is not fully coordinated by this time, the **CENTER** cannot guarantee delivery of linens, A/V equipment or other services.

All meeting space offers standard lighting and an in-house PA sound system. Heating and air-conditioning will be provided one hour prior to your event's scheduled time.

The basic rental fee covers chairs for theater seating, tables and chairs for classroom seating or banquet seating for catered events, set-up of the room, break-down of the room, and in-house lighting. Standard utility connections for meeting and banquet related functions are included in the basic rental.

Basic rental fee does not include: table linens, staging, dance floor, pipe and drape, ceiling draping, coffee or beverage services, catering service, A/V equipment, rental insurance, security, etc. It is **CLIENT'S** responsibility to order and pay for these items.

Exhibit Hall carpet can be removed for events at a rate of \$100 per room.

Exhibit Hall Ceiling Draping and Dance Floors must be reserved at time of booking to ensure they are available for your event. Ceiling Draping and Dance Floors are rented on a first come/first served basis.

Move-in and move-out days will be charged at one half the base room rental fee. A **CENTER'S** staff member will be present for all move-in and move-out days. If **CENTER** is rented for a wedding ceremony, it is mandatory that the space rented for the ceremony also be rented on the preceding day for rehearsal purposes.

*Please note: the reduction in rental price is due to maintaining "minimum" comfort levels. If your move-in/move-out requires climate control temperatures beyond the minimum levels, 100% of the rental rate will apply.*

#### **CITY OF NATCHITOCHE'S OCCUPATIONAL LICENSE FOR COMMERCIAL EVENTS:**

Occupational Licenses and Sales Tax: Section 19-17 of the Code of Ordinances of the City of Natchitoches requires an occupational license for certain activities within the City of Natchitoches. **CLIENT** may be required to apply for and obtain an Occupational License from the Natchitoches Tax Commission for certain activities in the **CENTER**. If it is apparent that the activity planned for the **CENTER** will require an Occupational License, **CLIENT** will be referred to the Natchitoches Tax Commission for application for the required license. Prior to finalization of any contract, **CLIENT** must provide a signed form from the Natchitoches Tax Commission (attached as Exhibit "A"), evidencing that the process of securing an Occupational License has been completed within six weeks of the date of **CLIENT** event. **CLIENT** is further advised that if goods or services are provided for a charge or fee at the Event, sales taxes must be remitted to the Natchitoches Tax Commission.

#### **CURFEW:**

Any and all events must end **NO LATER THAN 12:30 a.m.** All **CLIENT'S**, guests and patrons must vacate the premises, including the parking lot, no later than 2 a.m. i.e. caterers, florists, bands, and wedding planners.

#### **PARKING:**

The **CENTER** offers **one hundred seventy seven (177)** marked parking spots surrounding the facility; however, all spots are public parking locations for the City of Natchitoches. A contracted event does not guarantee specific number of spaces in our parking areas. Multiple contracted events are able to access parking on a first come/first served basis. Requests for barricaded parking lots must be made to the **CENTER** (only available if the entire facility has been rented). Any requests for reserved parking areas must be formally made to the **CENTER**. The request will be considered and if available, each barricaded marked spot will be charged at a rate of **\$3** per barricade. **CENTER** will provide signage detailing specific parking areas reserved for **CLIENT**. **CENTER** will not provide staffing or security to patrol and manage ingress/egress in these areas or to determine whether unauthorized parking is occurring in the reserved parking areas.

#### **FOOD AND BEVERAGE:**

All food and beverage (including alcoholic beverages) must be provided by one of the **CENTER'S** approved caterers. The **CENTER** allows no outside food, beverages or alcoholic beverages to be brought into the facility except those provided by the **CENTER'S** approved list of caterers. This applies to all attending the event as well as any additional personnel hired, such as DJ's, entertainment or other personnel.

#### **SECURITY:**

Security personnel is required for all events held after 5 p.m., on weekends, or events with alcohol served. If security is deemed necessary, **CENTER** will coordinate security personnel provided only by off-duty Natchitoches Police Department officers. **CLIENT** will be responsible for the payment of these personnel. Payment of **\$25** per hour per officer is due at the time of the event. There is a four hour minimum for all

security personnel.

**ADDITIONAL COVENANTS:**

**Smoke-Free:**

The **CENTER** has a smoke-free environment policy, including e-cigarettes, that is enforced in all areas of the building. This applies to all attending events as well as any additional personnel hired, such as DJ's, entertainment or any other personnel.

**Animals:**

No animals are permitted in the **CENTER**. Proper certification must be submitted to the **CENTER'S** administration office prior to the start of the event if an animal is required for health reasons.

**Posters, banners, signs:**

Nails, staples, glue, and tape are strictly prohibited on the walls and floors of the **CENTER** for hanging of posters, banners, signs, etc.

**Tables and chairs:**

Tables and chairs are included in the price of the rental rooms. All social events such as weddings, formals, concerts, dances, or events providing music for dancing with a band or D.J. must provide sufficient seating to seat 75 percent of expected guests based on the size of the reserved space. All seating must remain in place as it was set up through the entirety of the event. Tables, chairs and all other equipment may not be moved or removed until the conclusion of the event. Only **CENTER** staff may move the equipment stated in the preceding sentence. The following is a breakdown of the number of tables and chairs available at the **CENTER**:

1,200	cushioned chairs	90	60" round tables
69	18" x 96" tables	8	60" half round tables
115	30" x 96" tables	6	serpentine tables

If another event was booked prior to your event, you will be limited to the remaining number of tables on hand. If additional tables or chairs are required, it is the responsibility of **CLIENT** to secure them from a third party.

**Permanent furniture:**

Permanent hallway and office furniture are prohibited from being moved or used for seating or decorations during events.

**Concessions:**

Absolutely no third party concession stands may be set up inside or outside the **CENTER**. The staff of the **CENTER** has the right to operate a concession stand for any event.

**Glitter/Confetti:**

Glitter and/or confetti are not allowed in any part of the **CENTER**. Should this policy not be followed, an additional **\$1,500** charge will be added to the final billing for the cleanup of this material.

**Decoration Regulations:**

All equipment or decorations brought into the **CENTER** must be removed from the facility at the conclusion of the event. Any items left in the facility will become property of the **CENTER**.

**Fire/Open Flame:**

The **CENTER** allows open flame as long as it is enclosed in hurricane lamps, votive holders or such. Should this policy not be followed and candle wax is found, and additional **\$1,500** charge will be added to the final billing for the cleanup of this material.

**Helium Balloons:**

The use of helium tanks and/or helium balloons is strictly prohibited in the **CENTER**.

**Rain Out Location Reservation:**

**CLIENT** may reserve **CENTER** as a rain out location for an event intended to be held outside. Normal booking procedures apply including payment of rental deposit. If the event is not adversely affected by rain such as an outdoor function and **CENTER** is not required, **CLIENT** is responsible for payment of sixty (60) percent of the total price of the reserved space.

**Miscellaneous:**

- Use of **CENTER'S** kitchen, break rooms, and storage rooms is prohibited unless approved by **CENTER**.
- Absolutely no recreational vehicles (RV's) or trailers are allowed to permanently park on the premises of the **CENTER**. If long-term parking is needed for storage trailers, other municipal properties may be available.
- No outside power sources are available to power equipment during events.
- Parking or driving is strictly prohibited anywhere inside the **CENTER** for loading and unloading unless otherwise approved by staff of the **CENTER**.
- Use of overhead loading doors is limited to the **CENTER'S** staff only unless otherwise approved by the **CENTER'S** staff.
- Once lighting scene(s) have been set, additional charges may be incurred to make lighting changes.
- If movable partition wall(s) need to be moved during an event, additional charges may be incurred.
- The **CENTER** is NOT RESPONSIBLE for the loss or damage of any items placed inside the rented space or outside of the rented space including lobby, hallway or exterior of facility.
- Use of gasoline powered equipment of any type is strictly prohibited inside the **CENTER**.
- Use of fog machines of any type is strictly prohibited inside the **CENTER**.
- Use of hay or hay bales is strictly prohibited inside the **CENTER**.

**INSURANCE:**

All events, promoters, producers, caterers, contractors and performers must obtain a general liability insurance policy or rider to an existing policy naming the **CENTER** and **MANAGER** as the additional insured for a minimum of one million dollars (\$1 M). A copy of this certificate of insurance must be presented to the **CENTER** for all users thirty (30) days prior to **CLIENT'S** event.

**INSURANCE REQUIREMENTS AND CLIENT'S INDEMNIFICATION:**

**CLIENT** must be named as the Insured on all Certificates of Insurance provided to **CENTER**.

**CLIENT** shall for the term of this **AGREEMENT**, including move-in, rehearsals and move-out, shall have and maintained in full force and effect a policy or policies of **General Liability Insurance**, (including, but not limited to, coverage for Fire, Legal Liability, Products/Completed Operations, Contractual Liability for obligations assumed under this **AGREEMENT**, and for liability arising out of the operation of Subcontractors) in such form that will provide it with complete coverage and protection from and against claims, actions or lawsuits for damages because of bodily injury and/or death to any person; and from and against claims, actions or lawsuits for damages to property, any and all of which may or might arise out of or result from **CLIENT'S** operations or occupancy under this **AGREEMENT**, whether such operations be by **CLIENT** or by any subcontractor of anyone else directly or indirectly employed or hired by either of them. All of the above policies shall be written with a bona fide **ADMITTED** insurance company licensed to do business in the state of Louisiana and shall not be a **SURPLUS LINES COMPANY**. The company must have a **BEST** rating greater than **A- VII (7)**.

**CLIENT** further agrees to make certain that the aforementioned liability insurance policy or policies that it procures and maintains in compliance with the requirements of this **AGREEMENT** shall be separately and specifically endorsed so as to provide that the City of Natchitoches, LA, its Mayor and City Council, Natchitoches Events Center, and Convention Center Management, L.L.C. are **Additional Insureds** as to all Comprehensive General Liability insurance coverage provided under such policy or policies, and further agrees that such insurance as is designated hereunder shall be written for not less than the following limits of liability:

**COMPREHENSIVE GENERAL LIABILITY:**

\$1,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence and in the aggregate.

**CLIENT** agrees that if event is a contact sport, **CLIENT** will have and maintain in full force a Participant's Liability policy with limit NOT LESS than \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate and any statutory policies as required by the state of **Louisiana** licensing board for the particular contact sport.

Such policies shall further be endorsed so as to provide a **thirty (30)** day written notice of cancellation to the **CENTER**, and **CLIENT** shall secure and provide **CENTER** with a Certificate of Insurance on a form approved by **CENTER**, which shall demonstrate compliance by **CLIENT** with these insurance requirements.

**INDEMNIFICATION:**

**CLIENT** shall defend, indemnify and hold harmless the **CENTER** and its agents and employees and the **MANAGER** and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the acts, errors, omissions, conduct or operations of **CLIENT**, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting there-from, and (2) is caused or is claimed or alleged to have been caused, in whole or in part, by negligent act, error, omission, conduct or operation of **CLIENT**, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (3) is caused or is claimed to have been caused, in whole or in part, by any product sold or service rendered by **CLIENT**, its agents, employees, or subcontractors.

**CERTIFICATE OF INSURANCE:**

A Certificate of Insurance form indicating the coverage noted above must be completed and delivered to the **CENTER** not later than thirty (30) days prior to the date of initial occupancy hereunder, or **CLIENT** shall forfeit its rights under this **AGREEMENT**.

**SCHEDULING:**

Events shall be scheduled on a "First Come/First Served" basis. No **CLIENT** having an outstanding balance with the **CENTER** shall have the right to schedule space at the **CENTER** until such balance is paid in full and funds are in the **CENTER** accounts. **CLIENTS** having a past due balance at the **CENTER** shall forfeit all rights to space holds at the **CENTER**. **CLIENT** with any history of an event resulting in problems may be denied the right to schedule space at the **CENTER**.

**RENEWALS:**

Each **CLIENT** shall have the right to repeat his/her scheduled event from year to year, in the same general calendar period, provided that the request and deposit are received by the **CENTER** within five working days after the close of the current event and provided all of **CLIENT'S** balances are up-to-date and paid in full. The **CENTER** retains the right to not re-book an event or to refuse an event based on previous history at this facility.

**NEGOTIATED RATES:**

The **MANAGER** shall have the right to negotiate **CENTER** rental rates that may differ from the approved **CENTER** rate schedule for certain events in order to maximize use of the **CENTER** and improve the economic impact for the **CENTER** and the City of Natchitoches. All such variations will be consistent with policies established.

**ATTORNEY'S FEES:**

In the event **CLIENT** breaches this **AGREEMENT**, **CLIENT** shall be responsible for the attorney's fees of **CENTER** and **MANAGER**.

**RIGHT TO REFUSE:**

**CENTER** shall have the right to refuse space/event booking to any person or prospective **CLIENT** who is in default of or will not honor all the **CENTER'S** rules, regulations, terms, and/or conditions stated in this **AGREEMENT**. Such right to refuse space/event booking does include the loss of space held due to prior rentals. The **CENTER** retains the right to not re-book an event or to refuse an event based on previous history at this facility.

All conditions and regulations set forth on the attached documents are hereby incorporated as a part of this **AGREEMENT**.

For **CENTER**:

By \_\_\_\_\_

Events Center Staff executing the contract  
**NATCHITOCHEES EVENTS CENTER**

For **CLIENT**:

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

SSN# \_\_\_\_\_ or

FEDERAL TAX ID# \_\_\_\_\_

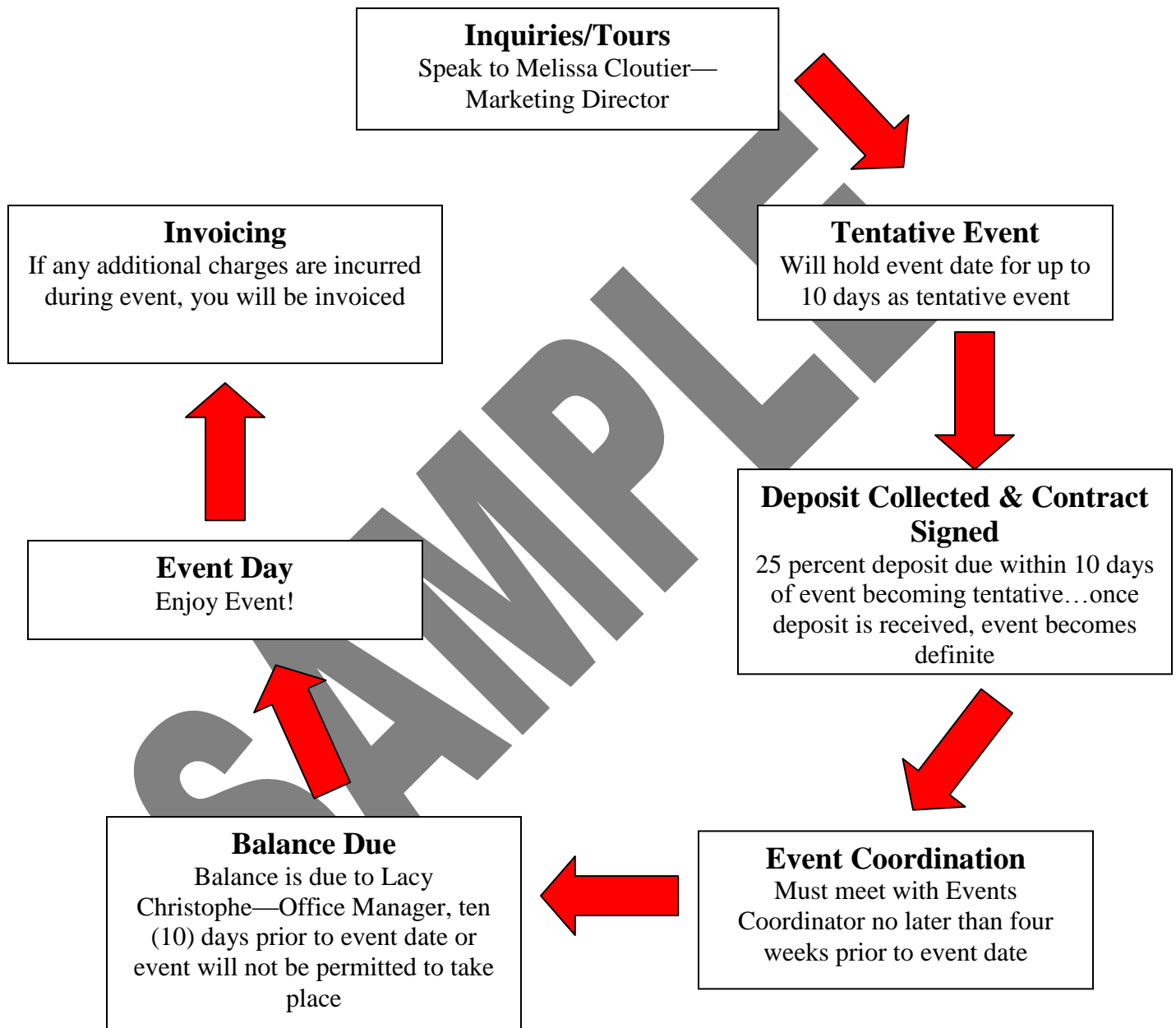
**CLIENT Initials** \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**SAMPLE**

## Typical Booking Process at the Natchitoches Events Center



**EXHIBIT A  
CITY OF NATCHITOCHES  
CERTIFICATE OF OCCUPATIONAL LICENSE**

Notice to **CLIENT**: Your event may require the issuance of an Occupational License from the Natchitoches Tax Commission. If your event is a Commercial Event (Event where **CLIENT** is selling good & services to the public for profit), please complete this form and present to the Natchitoches Tax Commission. The information will be reviewed and the Natchitoches Tax Commission will determine whether an Occupational License is required for your planned event at the **CENTER**.

Name of **CLIENT**: \_\_\_\_\_  
Mailing Address of **CLIENT**: \_\_\_\_\_  
Description of Planned Event: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will **CLIENT** be offering goods or services for a fee? \_\_\_ yes \_\_\_ no

I represent that the above information is an accurate description of the event planned at the **CENTER**, and hereby agree to apply for and acquire an Occupational License if required and remit any sales taxes that may become due.

\_\_\_\_\_  
Authorized Signature of **CLIENT** Date

This area for official use only

Acknowledgement of receipt of Certificate of Occupational License by Natchitoches Tax Commission.

\_\_\_\_\_  
Signature of representative of Tax Commission Date

License Required? \_\_\_yes \_\_\_ no

**Natchitoches Tax Commission**  
**220 East 5<sup>th</sup> Street**  
**Natchitoches, LA 71457**

**Telephone: 318-357-8871**  
**Fax: 318-357-0622**  
**E-mail: [ntcjm@cp-tel.net](mailto:ntcjm@cp-tel.net)**

*\*\*The City of Natchitoches and the Natchitoches Events Center reserves the right to cancel your event if this document is not properly turned in within six weeks of the date of your event.*