



TERMS AND CONDITIONS

- 1. Booking Reservations.** All bookings of Gadsden State Cherokee Center and Arena shall be handled by CCCoC Booking Manager (256) 927-8455. No use of facilities is permitted until the signed lease is executed by both parties. The LESSEE agrees not to sublet or transfer the rights or privileges under an approved lease to any other individual, group, or organization. Facility use fees shall be paid to the college business office within 10 business days of the event to prevent cancellation. The premises shall be leased on a first-come, first-serve basis.
- 2. Conditions of Use.** LESSEE agrees that activities during the lease term shall be limited to the purpose stated on the Lease Information Form and no other purpose whatsoever. The facility will be available based solely on the times provided. Enough time must be allowed to remove all persons and property from the facility after my event or LESSEE may be billed for additional hours. LESSEE agrees to permit no waste of the property but rather to take good care of the same. At expiration of the lease term, the LESSEE will quit and surrender possession of GSCC Cherokee Center in as good condition as received by LESSEE, reasonable wear and tear expected. College officials or designated employees shall not be refused admittance to any function held on premises.
- 3. Signs and Decorations.** No person will be allowed to secure anything to the floor, walls, chairs, ceiling, scoreboards and/or any other surface by use of nails, screws, bolts, staples, any form of glue/adhesive, tape and/or anything else that might cause damage. Nothing may be secured to the glass doors and windows without approval from the CCCoC Booking Manager. No decorations or signs are allowed on the building exterior or side walk. The Booking Manager must approve any scenery, backdrops, theatrical cloths, set-pieces, theatrical equipment, foggers, hazers, snow-machines, bubble machines and/or any other items to be attached to any rigging equipment in the facility. It is not the responsibility of GSCC/CCCoC staff to load-in, set-up, take-down any sets, props, and/or equipment brought into the facility by the LESSEE or otherwise. No construction or painting is allowed inside the arena other than that which is required to install previously constructed scenery, properties, or lighting equipment.
- 4. Damages.** LESSEE is financially responsible and agrees to pay for any damages to the premises caused as a result of a violation of stated policies and regulations. The LESSEE will pay for repair for all damages done to the arena floor during an event.
- 5. Equipment and Facility Access.** Before, during and after events, only GSCC Staff or designee, teams, team staff/sponsors and coaches are permitted on the arena floor and locker rooms. Parents, fans and guests must remain in the seating area or in the lobby. No person may be supported from any overhead rigging or support regardless of proposed use. No food and/or drink may be permitted on the arena floor without the permission of the Booking Manager.
- 6. LESSEE's Property.** CCCoC and GSCC shall not be liable for any damage to or destruction or property of the LESSEE on the leased premises, regardless of the cause of such damage or destruction. The LESSEE shall place LESSEE's property on the leased premises at the sole risk of the LESSEE.
- 7. INDEMNITY and RELEASE OF LIABILITY.** LESSEE agrees to indemnify and hold CCCoC and GSCC harmless from any and all liabilities, damages, loss costs and expenses arising out of third-party law suits, claims of injury to persons or damage to property in connection with the activities held on the premises of the Gadsden State Cherokee Campus. LESSEE understands and acknowledges that CCCoC and GSCC have no control over any activities held on the leased premises during the term of this LEASE AGREEMENT. LESSEE releases and discharges all claims against CCCoC and GSCC and hereby assumes full responsibility for any injuries, damages or losses that LESSEE or invitees of LESSEE may incur in connection with said activities.
- 8. LIABILITY INSURANCE.** All external organizations with the exception of official departments of service area government, local, state, federal and Alabama Community College System officials are required to submit proof of insurance at LESSEE's expense. Gadsden State Community College is to be included as additional insured as respect to the activity covered by the certificate. Insurance Certificate must be provided **for reservations to be approved and confirmed** (upon payment of facilities use fee to the College Business Office, execution, and delivery of lease). All insurance coverage must be written with insurance companies authorized to do business in the service areas. All insurance certificates are subject to the approval of Gadsden State Community College. Insurance requirements are as follows:

Commercial General Liability:

Bodily Injury and Property Damage - Combined Single Limit \$1,000,000

Products Liability (if food will be served) - Combined Single Limit \$1,000,000

Automobile Liability:

Limit of Liability – \$1,000,000 – this coverage should be included if vehicles of the sponsoring organization will be on premises.

Workers Compensation: Statutory Coverage in accordance with workers compensation laws of the State of Alabama for employees of the LESSEE working on the premises.

- 9. Equipment and Services.** LESSEE understands what equipment is provided with lease and agrees that some equipment and services must be paid for in addition to lease fees. LESSEE agrees and acknowledges that if payment is not provided for equipment leased, personnel and/or other services that the LESSEE, all invitees, patrons, groups, and organizations associated with my lease or otherwise, will not be permitted further use of GSCC Cherokee Center and Arena.
- 10. LESSEE Losses.** GSCC/CCCoC will not be responsible for losses incurred by the LESSEE due to failure of systems operated by the College/Chamber, including but not limited to: lighting systems, sound systems, video systems, air-conditioning, heating, water and/or power.
- 11. Cleaning of Facility.** The LESSEE is responsible for cleaning the facility and equipment after an event in accordance with guidelines provided by the Booking Manager. The CCCoC will inspect the leased area after each event to ensure that it is cleaned to standard. If rooms do not meet inspection, LESSEE will be notified; if additional cleaning is required, LESSEE will be responsible for any and all fees incurred.
- 12. Security.** ANY USER OF THE ARENA MUST CONTACT AND USE GSCC SECURITY PERSONNEL FOR ALL EVENTS. If not properly scheduled with GSCC Security, the Cherokee Center and Arena will not be available for use. In the event GSCC determines that security for an event is inadequate it may terminate the event or provide additional security at the cost of the LESSEE. GSCC reserves the right to terminate an event if public safety is comprised in any way. GSCC has authority over any event activity inside the premises. Security personnel must be paid immediately upon arrival to the facility or the LESSEE, patrons, groups, and organizations associated with the lease or otherwise will not be permitted use of the Cherokee Center and Arena until pay is provided.
- 13. Kitchen Usage.** A ServSafe® certified individual must be on-site for the complete rental period for any event requiring the use of the kitchen for food preparation. Kitchen-specific policies and procedures as well as cleaning guidelines are required for kitchen rentals. In addition, all renters must comply with ServeSafe® and Alabama Department of Public Health policies for food service.
- 14. LESSEE/Attendee Conduct.** All persons inside the facility must be properly attired with shoes and a shirt. Children are not to be allowed to run and play inside the facility at any time. No person will be allowed to throw any object or substance. Firearms or weapons of any kind are strictly prohibited. Alcoholic beverages or illegal drugs are strictly prohibited. Any person under the influence of alcoholic beverages or illegal drugs shall be denied the opportunity to participate in any event or to be present on the premises. No outside food or drink will be allowed. No smoking will be permitted in any areas of the facility. No pets allowed.
- 15. Cancellation Policy.** Any group wishing to cancel a Lease Agreement may do so but a charge of 25% of the total fee will be assessed if notice is given to the Booking Manager within 2 weeks of the event. Any group not giving the proper notice will be charged the full amount of the lease.
- 16. Non-Discrimination.** The LESSEE agrees that there will be no discrimination in the use of this building regarding race, color, disability, sex, handicap, religion, creed, national origin, or age. Approximately 20 seats will be reserved by our staff on the ground floor of the arena for disabled persons. If these seats are not being used at ten (10) minutes before the event begins, they will be opened for use by others. Any seating reservations done by someone other than the Booking Manager will be removed. No exceptions will be made.
- 17. Fire Codes & Safety:** All Fire and safety codes are strictly observed and enforced. The *maximum* seating capacity of GSCC Cherokee Center Arena is 3,000. Tickets shall not be sold in excess of this number, nor shall additional seats be placed in the auditorium. No exhibit booths, tables, stands and/or lobby decorations may block any exit door or path of egress in the facility. No use of pyrotechnics, fireworks and/or any open flame will be permitted in any circumstances. LESSEEs are expected to maintain a safe working environment at all times.
- 18. Severe Weather.** In the event of severe weather, the Booking Manager will inform the public of emergency procedures. GSCC or the CCCoC may not be held responsible for delays, injuries and/or damages caused by severe weather, power outages and/or other utility/equipment/failures.

19. Technical Requirements. Arena staff (or designee) controls the final equalization and volume of sound for any event, as well as temperature regulation for the facility. As needed, GSCC will close seats for sufficient access to technical areas and consoles.

20. Stipulation Clause. In the event of an emergency or scheduling decision, any/all Gadsden State Community College business (events, activities) take priority over a scheduled event.

MUST CONTACT JOY PERRY AT THE CHAMBER OFFICE 256-927-8455 to check availability and book facility. Payment amount and full signed contract must be turned in no later than ten (10) business days before event.

PAYMENT NOTICE: LESSEE agrees to pay GSCC in the amount of noted above to the Gadsden State Cherokee Business Office. Payment (check or money order payable to Gadsden State Community College) must be received at least 10 business days before your event to prevent cancellation.

**Security Payments are due within two weeks of the event. Note: All payments must be received according to this contract prior to booking additional events. An invoice will be mailed to lessee. Mail to: Attention: Linda Abernathy, Gadsden State Cherokee, 801 Cedar Bluff Road, Centre, AL 35960.*

PLEASE NOTE: Payments for other service providers are the responsibility of the LESSEE and payment should be made directly to those providers.