

THE HERITAGE ROOM

COUNCIL STREET COMMONS

<http://www.kkaarch.com/heritage/index.html>

(704)642-0071

RENTAL CONTRACT

This agreement made and entered into on this date, _____, by and between The Heritage Room at Council Street Commons, Salisbury, North Carolina, party of the first part (hereinafter referred to as LESSOR), and _____ party of the second part (hereinafter referred to as LESSEE).

WITNESSETH: That for and in consideration of the rents and mutual covenants hereinafter set forth, the LESSOR does hereby let and lease unto the LESSEE the facilities, equipment, and services hereinafter referred to under the terms hereinafter provided.

1. The LESSOR shall provide for use of the LESSEE **The Heritage Room** for the period of time: _____ until _____ for the day(s) of _____.

2. The LESSEE shall pay to the LESSOR a rental fee of \$_____, Administrative fee of \$75.00 and other valuable consideration along with a Damage/security fee in the amount of \$250.00 to be paid at the time this agreement is signed. The damage deposit may be applied, at LESSOR'S discretion, towards repairing, replacing, or the extra cleaning of any damage to LESSOR'S facility or properties adjacent to facility caused by LESSEE, LESSEE'S guests, or persons contracted by LESSEE. The LESSEE shall also be responsible for any such damage in excess of \$250.00. The unused portion of said damage deposit shall be refunded to the LESSEE no longer than forty-five (45) days after the date of facility usage.

3. The LESSEE shall pay additional charges as set forth on the pre-provided FEES AND BUILDING POLICY STATEMENT and made a part of this lease agreement as fully as if set forth herein for any equipment, space, and/or service other than those provided heretofore, and agreed upon by the LESSEE and the LESSOR, to be due and payable immediately prior to the event.

4. The LESSEE expressly agrees that the above named facility shall, during the term of this lease, be used exclusively for the purpose of _____

5. The LESSEE shall comply with the regulations of the LESSOR, as printed on the pre-provided FEES AND BUILDING POLICY STATEMENT and made a part of this agreement as fully as if set forth herein. In the event that the LESSEE shall violate any of the regulations to herein, this lease shall terminate and the LESSEE, LESSEE guests, and LESSEE contracted personnel shall vacate the facility immediately.

6. The LESSEE shall accept financial responsibility for any damages to the facility or its equipment caused by the LESSEE'S employees, assistants, audience, guests, or contracted personnel.

7. The LESSEE shall indemnify and hold harmless the LESSOR for any claim or claims of injury to persons or property arising out of and in connection with the use of the facility hereinabove referred to by the LESSEE. This indemnification shall include reimbursements to the LESSOR for all responsible costs arising out of said claim or claims.

8. If desired, the LESSEE shall obtain at LESSEE'S expense, security services of qualified persons, to be approved by LESSOR, during the hours of the event. If security or police officers are obtained, that personnel will be required to be at the event one-half hour before the event begins and one-half hour after the event ends.

9. Everyone must be out of the building by 1:00 A.M.

The total rental charge is based as follows:

Heritage Room	_____
Administrative Fee	_____ \$75.00 _____
Damage Deposit	_____ \$250.00 _____
Total Rent	_____

THE HERITAGE ROOM (LESSOR)

By: _____
Karen K. Alexander
118 E. Council Street
Salisbury, NC 28144

LESSEE

Signature

Mailing Address

Telephone

* This contract includes pages 1-9

THE HERITAGE ROOM
COUNCIL STREET COMMONS
FEES AND BUILDING POLICY STATEMENT

1. In order to secure a date for any event to be held at the Heritage Room, a written reservation form must be completed and approved by the LESSOR. Reservations are confirmed on a first come first serve basis no more than one (1) year in advance and will not be confirmed over the telephone. Only the room paid for and confirmed through reservation may be used. Notification of action to the applicant will be given as soon as possible after receiving the application.

2. A contract is confirmed when LESSEE pays 50% of the total rent and 100% of the Administration fee and Security deposit. The LESSEE is required to pay the remaining 50% balance of rental fee 30 days prior to use of the facility. If LESSEE does not pay all fees in full, the contract becomes invalid. Cancellations made with at least thirty (30) days notice prior to the event will receive a refund of one-half (1/2) of the room rental fee. Any cancellation made 29 days or less prior to the event results in forfeiture of all monies, both rent, administration fee and security deposit. The LESSOR shall process security deposits for refunds after the event and shall return a full deposit when all rules and regulations have been adhered.

NOTE- Damage deposits shall be deposited into the General Operating Account of the LESSOR. Deposits are returned to the LESSEE within forty-five (45) days after the event when guidelines have been adhered to and no damage results in the use of the facility.

NOTE- A \$25.00 fee shall be required on all returned checks as allowed by N.C.G.S. 25-3-506.

3. Leasing fee includes utilities, normal maintenance, and use of 4 service tables (30"x6'), 10 card tables (33-1/2" square), and 40 folding chairs. LESSEE shall provide more chairs and tables if needed. The LESSEE shall acquire approval *before* bringing additional equipment into the Heritage Room.

4. LESSEE should furnish all meal-related equipment, including plates, knives, forks, spoons, pots, pans, linens, etc. The catering kitchen facilities are not for cooking food, but to be used only for catering set-up.

5. LESSEE shall restore all equipment used to its proper order. LESSEE and/or their caterers are responsible for removing all food, trash, etc. from the leased space and removing it from the premises. A full refund of the damage deposit will be forfeited if this rule is violated.

6. Parents or guardians must sign the reservation form on behalf of any LESSEE under 21 years of age. LESSEE shall be responsible for the orderly behavior of their guests using the facility and must conform to all policies and rules and regulations.

7. LESSEE shall be responsible for all claims, damage or accidents occurring in any part of the facility damaged by any act, mission, default, subcontractor, employees, patrons, guests admitted to facility by LESSEE, or negligence of the LESSEE. LESSEE will pay the LESSOR in cash, upon demand, a sum equal to the cost of repairing and restoring the facility to its condition as of the commencement of this lease; or, at the option of and with the approval of the LESSOR, will make such restoration and repairs at the LESSEE'S expense. LESSEE agrees to indemnify and hold harmless the LESSOR from any such actions and damages. Furthermore, the LESSOR shall have no responsibility for injuries to any persons using the facility or to any vehicles parked outdoors.

8. Leasing party will observe and obey all the Laws of the United States and the state of North Carolina; all applicable ordinances of Rowan County and the City of Salisbury, all rules, regulations and requirements of the Rowan County Health Department, the Salisbury Police and Fire Departments and other municipal authorities of the City. LESSEE will obtain (at its own expense) all licenses, permits, and union or trade organization clearances required by any public body or by contract.

9. **The following require approval of the LESSOR:**

1. Charge for admission, sell tickets, or take subscriptions or collections
2. Dances or Bands: Sound level shall not exceed 100 decibels
3. Selling or offering of merchandise
4. Serving of alcoholic beverages with approval and permits when necessary according to state and federal laws. **All alcohol must be delivered to and removed from the premises during the hours reserved by LESSEE.**

10. A police officer may be required at an activity when deemed necessary by the LESSOR. Any monetary compensation required for such service shall be the responsibility of the LESSEE.

11. International Fire Code, North Carolina Amendments, Room Capacity is as follows:

<u>Standing</u>	<u>Banquet</u>	<u>Seminar</u>
237 (no tables/chairs)	177 (tables/chairs)	237 (chairs only)

12. LESSEE group activities may not interfere with regularly scheduled businesses in the Council Street Commons building.

13. The LESSOR reserves the right to cancel any activity in case of extreme necessity; has final authority in scheduling decisions, including the right to deny use of facility where such use is not in the facility's best interest.

14. The LESSOR is not responsible for any lost or stolen property while the facility is in use.

15. **The following are strictly prohibited:**

1. **The use of any tobacco products in building or on balcony**
2. Confetti, glitter, birdseed, rice
3. Illegal drugs, gambling, vulgar language, or solicitation
4. Weapons, except those carried by Police officers
5. Animals, except those serving the needs of handicapped persons and those approved by the LESSOR
6. Games of chance; this does not apply to games that award prizes when there is no charge for participation. All games require approval by LESSOR.
7. Use of the facility for personal gain or moneymaking projects, except for non-profit fundraising.
8. Unapproved religious meetings, services, classes, clinics or symposiums.
9. Items left overnight.
10. **NO signage/decorations of any kind shall be attached to any part of the exterior or interior of the building including walls, floors, ceilings, doors, doorframes or tables.**

16. All activities must cease by 1:00 AM including clean up time.

17. Sunday events must commence after 1:00 PM

18. Any person or group violating any rules is subject to suspension from the facility and prosecution under the law, where appropriate, and forfeiture of their security deposit. Flagrant misuse of facilities will result in the forfeiture of future reservations.

19. Parking for events is on Council Street and public parking lots—Please refer to **Exhibit A**.

20. If room is used day before, and energy source is used (air conditioning, or heating) then \$75.00 will be deducted from the security deposit.

FEE SCHEDULE

Heritage Room & Kitchen

Evening Events: 5:00 pm to 1:00 am including set-up and clean up

Non-Profit 501{3C} Organizations: \$350 rental fee + \$75 admin. fee +\$250 security deposit
(\$500.00 Due at Signing = ½ rental fee plus maint. fee and security deposit)
{Balance of \$175 is due no later than 30 days prior to event}

Monday-Thursday

Private Parties or Corporate Events: \$425 rental fee + \$75 admin. fee + \$250 security deposit
(\$500.00 Due at Signing = ½ rental fee plus maint. fee and security deposit)
{Balance of \$250 is due no later than 30 days prior to event}

Friday-Sunday

Private Parties or Corporate Events: \$500 rental fee + \$75 admin. fee + \$250 security deposit
(\$575.00 Due at Signing = ½ rental fee plus maint. fee and security deposit)
{Balance of \$250 is due no later than 30 days prior to event}

SECURITY DEPOSIT REFUNDABLE IF NO DAMAGES OCCUR

Make checks payable to: Karen Alexander

Oct 2005

GENERAL INFORMATION AND RESTRICTIONS:

- A. **Smoking:** No smoking is permitted anywhere inside the building or on the balcony, but is permitted in outside designated areas.
- B. **Animals:** No animals of any kind are allowed into the building, except for an animal trained to assist disabled persons
- C. **Signage/Decorations/Etc.:** Nothing will be affixed to any part of the interior or exterior of the property. This includes structures and plantings in and adjacent to the parking areas.

DECORATING THE HERITAGE ROOM:

The Council Street Commons building has been meticulously restored. If you decide to use greenery or any other decorations for the window sills on the inside, we ask that you DO NOT TAPE, STAPLE, NAIL, OR ATTACH IN ANY OTHER WAY the item(s) to the sills. In order to secure any items to the sills, attach a pipe cleaner to your item(s) and gently insert the ends into the crack between the windowsill and the window sash. Coordinate the color of the pipe cleaner to the color of your decorations so that the pipe cleaner is concealed.

Banners, signs and other such items **MAY NOT BE TAPED, NAILED, STAPLED, OR ATTACHED IN ANY OTHER WAY** to the brick or wood trim on the exterior of the building. You may tie a banner outside on the inside frame of the balcony. If you need a banner or sign displayed inside, arrange to have freestanding poles in which to attach it.

If you would like to use candles inside the building, please observe the following rules:

1. Absolutely no tapered candles allowed on the windowsills. Only votive type candles which are lower in height than its votive holder will be allowed on interior sills. The votive must be placed on a stand so that the votive is not directly in contact with the sills. Battery operated candles can be used.
2. If you choose to use candles on any tables, please put a mirrored tile (square or round) under the candles. The tiles not only protect the table and the cloth, but also give off more light. If using tapered candles in holders, you **MUST** put a hurricane type glass globe over the candles. Votive candles or any candle lower in height than its holder do not require a hurricane globe. If you choose to use “floating” candles of any kind, a mirrored tile **MUST** be under each candle.
3. If arrangements of any kind are to be used on the sills or openings between the kitchen and dining room, please put a plate or plastic pot protector underneath to assure the sills will not be damaged by water that may seep out.
4. Luminary containers (paper, metal, or terra cotta) type may be used outside, but you are expected to remove all candles and containers immediately after the event and place in proper trash receptacles.
5. If you decide to tie ribbons to light fixtures, please use a soft, non-scratching material such as thin ribbons or pipe cleaners to attach the decorations.
6. **Nothing MAY BE TAPED, NAILED, SCREWED, STAPLED OR ATTACHED IN ANY WAY** to the walls, ceiling, doors, wood trim etc.

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Event Close-Out Checklist

Please remember: the entire building and balcony are non-smoking areas

- _____ 1. At end of event; guests have left building- lock front door.
- _____ 2. Close table umbrellas on balcony; store in closet.
- _____ 3. Bring chair cushions inside; stack on shelf in closet.
- _____ 4. Close and latch the balcony French doors.
- _____ 5. Close and latch all windows.
- _____ 6. Fold tables and chairs; return them to storage closet.
- _____ 7. Rental tables/chairs should be stacked in center of room (**do not lean on walls**).
- _____ 8. Sweep Heritage Room, kitchen and stairs.
- _____ 9. Mop kitchen, tile floor in hall behind kitchen, and back stairs.
- _____ 10. Wipe clean: countertops- refrigerator front- oven front- in/out of microwave.
- _____ 11. Clean bathrooms: leave in pre-event condition.
- _____ 12. Turn both HVAC systems off.
- _____ 13. Turn off ceiling fans (pull chains).
- _____ 14. Turn off lights in Heritage Room and in the restrooms.
- _____ 15. Remove all trash; place in dumpster. All trash bags must be tied closed.
- _____ 16. Make sure side door of building at bottom of stairs is locked (from the outside).
- _____ 17. Return building keys (you can drop on kitchen counter prior to leaving).

In case of emergency: Henry Alexander 704.633.7713 (home)
 Daniel Almazan 704.647.0796 (home)

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HERITAGE ROOM events serving beer, wine or mixed drinks:

POLICE OFFICER IS REQUIRED FOR THE DURATION OF THE EVENT:

Police officers will be required to be present at the event one-half hour before the event begins and one-half hour after the event ends. (See Page 2, Item 8 of the Rental Contract)

COST FOR POLICE OFFICER:

(See Page 4, Item 10 of the Rental Contract)

Off-duty deputies are available for hire:

- \$20/hour
- Minimum of 2 hours (most dinners/parties will be more than 2 hours)
- Require a week's notice

Call Mark Wilhelm, Chief of Police, Salisbury Police Dept. at 704.638.2088.

- or -

Call 1st Lt. John Sifford, Rowan County Sheriff Dept. at 704.642.2015.

ABC BOARD-704-633-1641

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Caterers:

Cartucci's Restaurant	704-636-5757	Contact: Tony Ramirez
L. A. Murph's	704-636-2505	Contact: Laura Murph
Miss Ruby's Restaurant	704-209-6049	Contact: Nina Hedrick
Goodfellas by Chef Santos	704-637-7144	Contact: Santos
Debbie Suggs Catering	704-637-2016	Contact: Debbie Suggs
Uncle Buck's	704-633-3750	Contact: Jon or Judy Howard
Tastefully Done	704-792-2314	Contact: Dave Carr

Photographers:

Steve Norman Photography	118 E. Council Street, Salisbury	704-633-4149
Nancy Owen Photography	504 Gold Hill Drive, Salisbury	704-636-8823
A Place in Time Photography	Dallas Bennett	704-636-6236 or 704-855-4453

Table/ Chairs/ Tablecloths:

Party Rentals Plus
1819 S. Main Street, Salisbury
704-636-0788

- 6' rectangle tables \$6.50/ea
- 8' rectangle tables \$7/ea
- 4' round tables \$6.50/ea
- 5' round tables \$7/ea
- blk/brown folding chairs \$1.25/ea
- white folding chairs \$1.50/ea
- table cloths range \$7.50 -\$13/ea
- delivery & pickup \$20 total

Balloon Decor/ Party Decorations/ Centerpieces:

Party Connection
121 S. Main Street, Salisbury
704-633-5380

Chartwells
Contact: JoAnn Russell
Catawba College
2300 W. Innes Street, Salisbury
704-637-4400