

## **Orange County Convention & Expo Center**

## **Event Contract**

(Revised 4/7/14)

# OCCEPC

11475 Hwy 1442 Orange, Texas 77630

## **Attachments**

\_\_\_\_\_ Deposit/Cancellation/Fees

\_\_\_\_\_Regulations

\_\_\_\_\_ OCCEC Operational Guidance Manual

409-745-9712 <u>www.orangecoexpo.com</u> Sabrina Gray-Event Coordinator <u>sgray@co.orange.tx.us</u>

Contract #

Date contract signed -

Event Date		
Attendence Expected		
Room's to be Leased		
Event Name		
Client		
Address	City ,State Zip	
Phone	Cell	Fax
Client Email		
Other authorized Contact Person		
Phone	email	
Actual Event start time	Break down	Out of Building
Specifications:		

## **Deposits/ Cancellation/ Other Fees**

## Date Reservation Deposit: (Nonrefundable)

25% of applicable rate will secure the date for your event. Date Reservations will not be confirmed until a signed contract is in place. Date Reservation Deposits are non-refundable.

Non-Profit rate is applied when official documentation from Lessor is presented to Expo Center Director

## **Payment/Cancellations**

The Orange County Convention and Expo Center accepts Cash, Checks, Visa, Master Card, American Express and Discover. Credit Card payments will have a convenience Fee of 2.85% added. Payment for rent, services and/or equipment is due in full; Fourteen (14) days prior to move-in. Any applicable refunds will be granted in the manner in which payment was received. Cash payments will be refunded by check. Reservations will not be confirmed until a signed rental contract is in place.

- All cancellations or changes must be made by the contract holder; in writing to the Expo Center Event Coordinator
- Cancellations made at least sixty (60) days prior to the rental will qualify for a full refund with the exception of the Reservation Deposit
- Cancellations made at least thirty (30) days prior will result in forfeiture of all rental fees and ReservationDeposit
- Changes to the executed contracts and payments for an outstanding balance due can be made up to thirty (30) days prior to the event.
- Any changes made within thirty (30) days of the event will result in an additional \$25 administration fee added to the account. No reservation changes will be accepted on the day prior to, or on the day of the rental.
- Any account balance not paid in full 14 days prior to the event will result in a cancellation of the rental, and a forfeiture of the deposit and all rental fees.

## **Security Deposit**

- A refundable security deposit is due on the day of Move In/Event Day to cover excessive cleaning, damage, run-over times or other contract violations.
- Payment is to be made separately from the balance due in the form of a check, cash or credit card on file.
- The amount will be at a minimum rate of \$300.00 up to an amount; determine by Expo Center Director; that is based on size, type of event and amount of equipment agreed to be brought on site for the event.
- Licensee will be held responsible and invoiced to pay for any costs above the security deposit amount.
- The security deposit check will be mailed within two weeks if the terms of the contract were met and the building is left in satisfactory condition as signed off by Expo Staff on the Event contract.

## **Return Check Fee**

\$25.00 per check, returned by the bank, this may also result in cancellation.

#### Table and Chair Rental

Chairs .50 each

72"Round Table \$6.00 each 8' Rectangle Table \$4.00 each

## Warming Kitchen Use

#### Self -Catered Events \$100.00

Limited use of warming kitchen appliances (no gas stove) Use of Gas Stove is an Additional \$50.00 The use of the warming kitchen is optional

## **Plate Fee**

A \$.50 per person plate fee will be assessed for an event bringing Food & Beverage into building. This will be accessed by the amount of chairs you are renting or by occupancy amount.

## **Occupancy / Security**

Orange County Convention and Expo Center clients are responsible, at their sole expense, to employ as many security and safety personnel as are required and approved by your Event Manager and the Orange County Sheriff's Office. Contact for Security-<u>Captain Langley 409-882-5331</u>

You must also comply with all applicable Fire Department regulations concerning occupancy, exhibits and procedures as outlined in the Applicable Fire Code, (special attention should be accorded to **105.6.35 Places of assembly**)

#### Insurance

General insurance requirements for most Licensees and their contractors call for proof of a General Liability Insurance Certificate of no less than \$1 million and the listing of the County of Orange as an additional insured. Please refer to your Regulations Agreement for specific insurance requirements for your event.

## Move-in/Move-out Rates

If the Lessee renting the facility ; at the rates specified needs a day or days prior to and/or immediately following an event for the purpose of moving equipment, decorations, in or out of the facility, or for rehearsing, the charge will be 50 % of the Commercial one-day event rate with an 8 hour limit or Hourly Rate of \$75.00 a minimum of 4 hours.

## **Time Restrictions and Conditions**

- Time restrictions for weekend events such as night time parties, receptions, class reunion are based on a basic 13 hours of use. Schedule is as follows:
   <u>8 am till 1:00 pm. Building re -opens at 4:00 pm till midnight</u>
- The rental rate time includes the one hour clean up period or what is deemed necessary by you and OC Event Coordinator to vacate the building by midnight. This includes load-out times of performers, sound/light equipment, decorations, etc., which were used in event.
- The latest an event can go on is 1:00 am with a one hour clean-up period beginning at 12:00 midnight. This is an additional charge of \$100.00 for this extra hour.
- If the Lessee has not vacated the building by the end time specified in the contract, a charge of \$100.00 for the first thirty (30) minutes after the end time, and \$150.00 for each additional (30) minutes, will be assessed. This charge can be withheld from the Security Deposit and /or any funds of the Lessee in possession of the Lessor

## **Mandatory Event Cancellation**

Pending an Evacuation or County Disaster, you will be notified if your rental will be affected. A full refund will be issued in this situation.

## **Regulations And Expo Center Operational Guidelines**

The Regulations attached to this contract are incorporated by reference as if set forth in full. Additionally, the Orange County Convention and Expo Center Operational Guidance is likewise incorporated herein by reference as if set forth in full.

Authorized Event Contact Person

 Rates: Commercial\_\_\_\_\_\_ Non-Profit \_\_\_\_X\_\_\_\_ Proof of Tax Status Provided \_\_\_\_\_\_

 Proof of Insurance: Required \_\_\_\_\_\_ Not Required \_\_\_\_X\_\_\_\_

 Received:

Date

	Quanity/Description	Rate		Cost			
Room to be Rented							
Second Room to be Rented							
Round Tables		\$	6.00	\$	-		
Rectangle Tables		\$	4.00	\$	-		
Chairs		\$	0.50	\$	-		
Plate Fee		\$	0.50	\$	-		
Warming kitchen Use Fee		\$	100.00				
Gas Stove Use Fee		\$	50.00				
Stage Rental		\$	100.00				
Stage Lighting		\$	300.00				
Drape Rental Option 1-P		\$	250.00				
Drape rental Option 2-P		\$	200.00				
Drape Rental Option 3-P		\$	450.00				
Proje tor & Screen Use		\$	75.00				
Hall Monitor Use		\$	40.00				
Coffee & Water Service		\$	1.00	\$	-		
Security Deposit (Refundable)	)			\$	300.00		
	Event Total						
	<b>Reservation Deposit</b>						
	Amount Due			\$	-		
TOTAL DUE BY:							

#### **Before signing:**

Your signature indicates that you agree to comply and will relay to organizers all terms of the contract and OCCEC Operational Guidance. Keep a copy of both documents with you during event.

Authorized Event Contact:

Date:

Expo Center Event Coordinator: \_

\_\_\_\_\_ Date:\_\_\_\_\_

## **Effect of Regulations**

These Regulations are incorporated by reference into the Orange County Convention & Expo Center Event Contract as if set forth in full. Additionally, the Orange County Convention & Expo Center Operational Guidance Manual is likewise incorporated herein by reference into these Regulations as if set forth in full.

## **Objectionable Activities and Persons**

Any use of the facilities that is contrary to public policy, or not in the best interests of Orange County, or is in violation of any laws of the United States, the State of Texas, or Orange County, shall be a violation of the Use Agreement and shall be grounds for immediate revocation of the Use Agreement. Any person, whose conduct is objectionable, disorderly, or disruptive to facility use or in violation of any law, shall be refused entrance or immediately ejected from the premises.

## **Alcoholic Beverages**

Alcoholic beverages are permitted for sale on the OCCE grounds with a Daily Temporary Mixed Beverage Permit. Or alcoholic beverages can be provided by the licensee at no cost to individuals attending the event and they may be brought into the facility as "BYOB" by the event attendees. However, if alcohol is allowed for any event, applicable state law must be adhered to by all in attendance and security by a licensed peace officer approved by the Orange County Sheriff's Office must be provided by the licensee. Events with more than 300 people in attendance where alcohol is present, at least three approved licensed peace officers must be provided and on the premises at all times. No alcoholic beverages are allowed at any function honoring a minor. No glass Beer Bottles allowed

#### NO ALCOHOL CAN BE CARRIED OUTSIDE BY GUEST DURING AN EVENT

#### **Minimum Security**

A minimum of one licensed off-duty peace officer is required for any event with more than 400 persons in attendance without alcohol being served. One licensed off-duty peace officer per 150 persons is required if alcohol is available to attendees of an event. At the discretion of the Event Manager, in conjunction with the Orange County Sheriff's Office, the minimum security requirement of licensed off-duty peace officers may be waived or increased, depending on the event security needs.

## **Off Duty Police**

All off-duty police officers must be scheduled through the Orange County Sheriff's Office Off-Duty Coordinator. Officers need to be scheduled <u>to arrive 30 minutes prior to event start time and stay 30 minutes after event</u> <u>time ends.</u> Should you require the assistance of off-duty officers for any other reasons, (armed security, VIP escorts, gun checks for events with firearm displays, etc.) please contact your Event Manager for details. <u>One (1) officer is required for every 150 people</u>

Orange County Sheriff Department contact person: Captain Langley 409-882-5331

#### **Clean In/Clean Out**

At the time of move-in, the Orange County Convention and Expo Center will provide clean and orderly exhibition hall floors, meeting rooms, ballrooms, pre-function areas, and support areas. Licensees are required to return all contracted facility space to the same clean and orderly condition. You will be invoiced for any additional cleaning beyond the aforementioned criteria. In addition, you will be required and responsible for post-event cleaning that is necessary after the Use Agreement period expires. Your Exposition Service Contractor is responsible for cleaning and maintaining the booths and carpeted areas furnished by their company. This includes all hall space

as well as exhibition space meeting rooms and ballrooms. The OCCE will set and service all OCCE trash receptacles. However, exposition service contractors and all other vendors are responsible for servicing their own trash receptacles.

## **Room Capacity/Occupancy**

Room capacity is set by the Fire Marshal and must be adhered to during your event. Persons will not be permitted inside any facility in excess of the established capacity. Occupancy is determined based upon floor plans and usage as determined by the Fire Marshal.

### **Room Sets and Changes**

Written orders for any services, accommodations, equipment, or materials must be submitted in writing by you or your representative no less than 30 days prior to your event. If this information is not received within the required timeframe, and/or substantial changes are requested after labor has been scheduled, you will be invoiced for the labor to set and/or change these areas.

## **Proms/School Events**

Two (2) off-duty Orange County sheriff/police officers are required for all high school proms. A school resource officer (if available) may be substituted for the required off-duty sheriff/police officers.

### **Exterior/Interior Signage**

All signs, banners, posters, literature and decorative materials must relate to the specific event held on the premises. Please contact your Event Manager for additional locations and information.

## Flame Effects and/or Pyrotechnics - Prohibited

## **Fog Machines**

All special effects using fog, smoke, or haze machines are prohibited. Due to advanced fire alarm systems, use of these machines may be prohibited in the Convention Center.

## **Confetti/Glitter/Rice/Rose Petals/ Candy Sprinkles**

The use or throwing of confetti, glitter, rice, candy sprinkles is prohibited without the prior approval of your Event Manager. You will be charged a special clean-up fee because of any of these activities.

## <u>Tape</u>

<u>The only tape that is authorized is a low adhesive non-damaging cloth gaffers tape</u>. Only tape that is authorized by your Event Manager may be used on all concrete, carpet on stage floor, equipment and other building surfaces. When this tape is applied to the floor surface first, other tape may be used on top of that surface. You are ultimately responsible for the removal of all tape used by any of your service contractors in support of your event. A list of approved tape is available from your event manager.

If any tape residue remains on the floors after your move-out is complete, it will be removed by Orange County Convention and Expo Center staff and billed to you at prevailing labor rates. Failure to utilize the approved tape can result in additional labor and material charges including stripping and waxing floors, repainting entire walls and doors

#### **Balloons**

Air-filled balloons may be used for decoration purposes; however, helium balloons will not be allowed in any Orange County Convention and Expo Center facilities.

### **Smoking Restrictions**

In accordance with the Orange County policy there is no smoking throughout all of the Orange County Convention and Expo Center facilities and restrooms. Designated smoking areas are located 20 feet from all facility entrances, windows, and air intake locations.

### **Temperature Control/Energy Conservation**

Efficient and cost effective energy management is a major priority. We do not provide heating and cooling if outside doors are open. Minimal air movement will be maintained during move-in and move-out and non-event periods for ventilation, heating or air conditioning. Requests for services beyond minimal levels on non-event days will be subject to additional charges. Generally, ventilation, heating or air conditioning is maintained from one (1) hour prior to event until close of event. Please contact your Event Manager

## **Open Flame Devices**

Open flame devices are **PROHIBITED** with the exception of the cooking or warming devices in compliance with the COOKING AND WARMING DEVICES section. Sterno may be used for warming trays with an operational, visible, and accessible 2A-10BC fire extinguisher within 30 feet. Candles that have been pre-approved by the Fire Marshal and Orange County Convention Center

## Facility Inspection

A facility inspection to examine the physical space you have rented will be scheduled and conducted prior to your move-in and after your move-out by a designated Orange County Convention Center security officer and/or your Event Manager or Event Representative. It is to your advantage to make sure you are present during these inspections. Contact your Event Manager for more information.

## **Fire Watch**

A fire watch, in accordance with the Applicable Fire Code, shall be in place during the following conditions:

- 1. Crowd is at maximum capacity and candles are used in decorations.
- 2. The fire alarm is in a modified mode.
- 3. When the Local Fire Department and/or the Orange County Convention and Expo Center determine the hazards associated with an operation or event warrants.

## **Requirements for Vendors hired by Clients:**

All Clients must provide the following information about the vendors they will be hiring to perform a service in the OCCEC

- All Caters must provide OCCEC a certificate of liability insurance with OCCEC as "Additional Insured"
- 2. Power requirements for D.J., Bands, Lighting Companies need to be confirmed with OC Event Coordinator
- 3. Cater has to have a permit to operate in Orange County
- 4. Caters serving or selling alcohol must provide Daily temporary Mixed Beverage License Local Officials Notification List for Temporary License/Permit
- 5. Client will provide OCCEC with Vendor Information:
  - a. Company Name
  - b. Company Address
  - c. Telephone Number
  - d. Contact Person
  - e. Email Address
  - f. Emergency contact number

Authorized Event Contact Person

Date