

# **West End Plaza Event Center Rental Policy**

## **Effective 8/3/2015 – REVISED 9-5-16**

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**Introduction:**

The West End Plaza makes available for rental the Event Center formerly known as “JC Penney’s Building.” No other space is available for one time event type rentals at the West End Plaza.

**A - Group Designations**

1. Cooperative Extension, Soil & Water District, Forestry, Farm Service Agency, RowanWorks and Rowan Cabarrus Community College. No charge.
2. Internal county departments. No charge (excludes catering) with 60-day maximum advance reservation.
3. Rowan Salisbury School may use the WEP one (1) time without charge every 90 days if requested by the School Board by way of resolution to the County Manager.
4. Rowan County nonprofit organizations (*with a valid 501c3, 501c6, and/or county-funded organizations*) may rent the venue at the Non-Profit fee located in Section B.
5. Corporate and other events. Regular fee schedule applies.

**B - Fees**

|                                   | <b>NON HOLIDAY</b>       | <b>HOLIDAY</b>           |
|-----------------------------------|--------------------------|--------------------------|
| Non-profits                       | \$600 a day (12 hours)   | \$1,200 a day (12 hours) |
| Non-profits (Alcohol)             | \$840 a day (12 hours)   | \$1,680 a day (12 hours) |
| Individual / for profit           | \$1,200 a day (12 hours) | \$2,400 a day (12 hours) |
| Individual / for profit (Alcohol) | \$1,680 a day (12 hours) | \$3,360 a day (12 hours) |

\*Deposits are applicable to both non-profits and for profit. Balance is due 15 days before event.

\*Refundable deposits will be refunded after the event has been inspected and approved by County Staff.

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| Booking Fee        | \$250 (Non-Refundable)        |
| Damage Deposit     | \$750 or \$1,750 (Refundable) |
| Total Down Payment | \$1,000 or \$2,000            |

**C - General Information**

1. The venue is available for rental based on calendar availability with a signed contract and deposit. Proof of liability insurance is required.
2. Rental contracts will be entered into with adults only, 18 or older and 21 or older when beer/wine is served.
3. On-site parking is free.
4. West End Plaza Event Center (WEPEC) is a tobacco-free facility.
5. Event hosts/guests may not adhere items to wall, ceiling, floor or any structure or fixture in venue. The use of confetti, glitter, other related/similar items at weddings or celebrations is prohibited.
6. Special event application is located on our website.
7. All vendors must have a valid license and/or proper permits to operate, all in good standing and current.
8. Meeting coordinator will provide tours and walk-throughs by appointment only.
9. WEPEC facilities are available for rental at a holiday rate on holiday weekends, including Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving (Thursday and Friday), Christmas (day before and after) and New Year's (day before and after).
10. All events are subject to policies listed on the event contracts issued prior to the event.
11. All policies and procedures related to room rentals are subject to change without notice.
12. No cooking on site – All food must be catered in accordance with all applicable federal, state and local laws, rules and policies.
13. No pets are allowed under any circumstance unless the animal is a service animal.

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| <b>D - Alcohol</b> |
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Beer and Wine is permitted. If alcoholic beverages are to be served during the event, an alcoholic beverage permit must be purchased in accordance with all local, state and federal laws, rules and regulations.

A certified graduate of the NC Responsible Alcohol Seller Program must serve on-site; event guests may not serve alcohol. Security must be contracted if alcohol (beer and wine) is served.

## **E - Cancellation/Refund**

The booking fee of \$250 will not be refunded under any circumstance. The \$750 or \$1,750 damage deposit will be refunded if the event is canceled.

WEPEC retains the right to cancel reservations contract with written notice at any time for the following reasons: misrepresentation of the event, lack of insurance, threats of violence or actual violence to any WEPEC employee or subcontractor by event host's employees or subcontractors, threats of damage or actual damage to WEPEC facilities by event host's employees or subcontractors, damage or theft of WEPEC property by event host's employees or subcontractors, or failure to abide by the terms and conditions of this rental contract. Cancellation by Rowan County for any of the above mentioned reasons will result in the loss of the entire rental amount.

## **F - Catering and Cleaning**

1. Event host agrees to remove all items belonging to the event host at the conclusion of the event (including outside decorations). WEPEC is not responsible for any items remaining after the event that belong to the event host or the event host's guests.
2. Event host and/or caterer agree to leave facility and grounds in the condition in which they were found when the doors were opened for set-up.
3. All decorations, food and drink container products and all trash must be collected in plastic bags. For all events serving food, the event host and/or caterer shall collect all trash generated from the event on the night of the event and place it in the dumpster onsite.
4. Rowan County/WEPEC will hold the deposit and apply it toward cost for labor, supplies, and/or equipment needed or expended should WEPEC find it necessary, in their sole

opinion, to do further cleaning, removals or repairs to return the area to its original condition. Any excess damages will be billed to event host.

5. The event host is fully responsible for all arrangements and any contract entered into with any caterer of the event. Except when alcoholic beverage service is included as part of the event, WEPEC's open catering policy allows food service from any caterer licensed by the State of North Carolina. The Event Host / Lessee catering contract must include all table linens for meals and servings stations as well as adequate clean up immediately following the event.

## **G - Fire Safety**

WEPEC enforces fire protection safety codes and is subject to inspection by the Fire Marshal. No pyrotechnic devices, smoke/fog machines or open flames are permitted. All fire aisles and exits must be kept clear of equipment and people. No smoking is allowed anywhere in the buildings. Failure to follow these rules will result in the immediate suspension of the event until the conditions are corrected. If they are not corrected, the event will be cancelled without refund to the event host.

## **H - Insurance**

1. Event host is required to maintain a \$1,000,000 liability insurance policy (General liability coverage, for bodily injury and property damage claims, including contractual and personal injury liability coverage. Umbrella or excess liability insurance may be used to meet limit of liability requirements).
2. Upon request, event host will provide to Rowan County duly executed certificates of insurance evidencing this coverage, together with satisfactory evidence of the payment of the premium thereon. Each certificate shall specify that the policy cannot be cancelled without providing Rowan County at least 30 days prior written notice, that Rowan County is named as an additional insured, and that the insurer waives any subrogation rights against Rowan County.

3. Each policy required under this agreement shall contain a severability of interests clause and will provide that event host's coverage shall be primary to any other insurance available to or maintained by Rowan County.
4. Proof of insurance must be provided to Rowan County at least 30 days before the event. Proof of insurance shall be a certificate of insurance naming Rowan County as an additional insured party. Failure to provide proof of insurance will result in cancellation of event.

### **I - Payment**

WEPEC accepts payment via certified or cashier's check or credit cards: VISA, MasterCard. Cash is not accepted.

### **J - Rental Time**

1. Minimum rental time – Twelve (12) hours.
2. NOTE: Rental time begins when the first service person arrives and ends when the last service person leaves. Be sure to leave adequate time for your service personnel to clean up at the end of the event.
3. Events may not extend past 12 p.m on Friday, Saturday, or Sunday. Events may not extend past 11:00 p.m. Monday through Friday.
4. We may assess that additional staff is necessary for your event (depending on the type of event, services required, number of anticipated attendees, and whether alcohol will be served). Events open to the general public may also require additional staff. Additional staff will be charged to the event host at \$35 dollars an hour.
5. WEPEC will not assume any responsibility for injury or accidents due to the activities conducted by event holders, or injuries or accidents caused by materials provided by event holders.
6. Rooms must be vacated by the time indicated on the contract. Overtime charges will apply for rooms not vacated by the pre-arranged time, including extra charges if event

participants remain on-site after WEPEC’s regularly scheduled closing time. Overtime charges are \$350 per hour and will be deducted from the refundable deposit.

7. All event deliveries must be received by Event Host / Lessee. Deliveries and pick up of equipment, supplies or materials outside of the scheduled event time must be arranged in advance with the meeting coordinator. Extra fees may apply for delivery, pick-up and/or storage of materials outside of scheduled event times.
8. If advertising/promoting your event, all photos of WEPEC or use of WEPEC logo must be approved by WEPEC meeting coordinator.
9. Event Host / Lessee will be billed for damage caused by use of unauthorized pens and markers on whiteboards/items inside the meeting rooms.
  - a. Event holders should bring their own supplies (with the exception of markers for the write-on wipe-off boards). WEPEC will not be able to provide such items (i.e. batteries, scissors, paper, tape, markers, etc.) unless explicitly arranged in advance. The only approved tape is blue painter’s tape.
10. Meeting coordinator/WEPEC staff reserves the right to enter any and all areas to enforce the rules and limit the number of people in the area.

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| <b>K - Security</b> |
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1. Security shall be provided by contract employees paid directly by the event host.
2. Security contract employees shall be sworn law enforcement officers with arrest powers who are employed by the Rowan County Sheriff’s Office.

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|----------------|---|---|---|
| 1-99 Attendees | 0 | 3 |   |
| 100-299        | 1 |   | 4 |
| 300-499        | 2 | 5 |   |
| 500-599        | 2 | 6 |   |
| 600-699        | 3 | 7 |   |
| 700-799        | 4 | 8 |   |

|         |   |    |
|---------|---|----|
| 800-899 | 4 | 9  |
| 900+    | 4 | 10 |

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| <b>L - Reservations/Rental Space</b> |
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1. A minimum thirty-day (30) reservation is encouraged on all rentals. Reservations for rooms with less than 30 days advance notice will be made on an as available basis.
2. Reservations are accepted for recurring events up to one year in advance, excluding internal and nonprofit use. Payment for recurring events will follow the same payment schedule as that of regular events.
3. Meeting coordinator will contact to schedule a walk-through of the space three to ten days prior to the event. Any additional advance preparation, or changes to set-up requested less than 72 hours prior to event may result in additional fees.
4. An invoice will be mailed to Event Host / Lessee within a week of the event. The invoice will list all charges, show the deposit paid, and any balance due.

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| <b>M - Tables / Chairs</b> |
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1. Tables and Chairs shall be provided by the Event Host / Lessee.