



RENTAL POLICIES & PROCEDURES FOR FACILITIES MANAGED BY THE CLAYTON CENTER (TCC)

DEPOSIT/PAYMENT POLICY:

The following deposit/payment policy applies to all TCC contracted events:

1. A **50% security deposit** (based upon the contracted rental fees) is due along with a signed lease agreement to confirm any event date/space. The security deposit is applied to the total event rental fees.
2. An additional **\$250.00 damage deposit** may be required for any rental. This deposit is refundable 15 days after the event date provided the lessee does not exceed the rental time frame per the lease agreement, and the facility suffers no damage as a result of the event. Should damages or time overages occur, an itemized statement of charges will be provided along with any refund due. Should damages/overages exceed \$250.00, an invoice for any overage will be sent with an itemized statement of charges. If damages are not covered by the lessee's liability insurance, the lessee is responsible for damages to TCC's premises or property caused by any individual associated with the event (attendees, guests, vendors, etc.).
3. The remaining balance of the space use fee, staffing fees, incidental charges, and damage deposit is **due 5 business days** prior to the event. TCC reserves the right to cancel the lease/reservation if payment is not made on time. No refunds will be issued post-event for time not used.

CANCELLATION POLICY:

TCC strictly adheres to the following schedule:

1. There is no penalty for cancellations occurring more than **90** days in advance of the event date.
2. If the event is cancelled **5-89** days in advance, the security deposit will be forfeited.
3. If the event is cancelled **less than 5 days** in advance, 100% of the contracted fees (including space use, staffing, and any other incidental or value-added services) will be forfeited.

GENERAL LIABILITY INSURANCE POLICY:

In some cases TCC may require proof of General Liability insurance from the lessee for the event. This can be a one-time event policy. These cases include, but are not limited to events that involve:

1. The service/consumption of **alcohol**.
2. The service/consumption of **food**.
3. Large **numbers** of attendees.
4. **Activities** that may be considered high risk or dangerous or have the potential to cause injury to individuals or damage to property.

When proof of General Liability insurance is required:

1. The policy must cover **\$1,000,000 in liability**.
2. The policy must be current and **cover the date of the event**.
3. The policy must **belong to the contracted lessee or a subcontracted vendor** (i.e., caterer) for the event in question.
4. The certificate of insurance must name the **The Clayton Center (and, if alcohol is being served, the Clayton Cultural Arts Foundation) as additionally insured**.
5. A certificate of insurance must be on file with TCC **two weeks** in advance of the event.

CATERING POLICY:

TCC allows lessees to make their own catering arrangements under certain guidelines:

1. At the discretion of TCC staff, the caterer you choose may be requested to provide a copy of their business license, sanitation grade, proof of liability insurance, and Alcoholic Beverage Control (ABC) permit, if applicable. These documents must be on file with TCC two weeks in advance of the event.

2. Events may be catered by the lessee; however, TCC staff reserves the right to request proof of general liability insurance.
3. TCC has a prep kitchen that the lessee/caterer may use upon availability; however, no actual cooking may take place inside the building. Lessee/caterer agrees to leave the kitchen in its same condition as when first accessed. Ice and refrigeration is available for use.
4. TCC will not be held liable for illness or injury related to the consumption or service of food on premises.

GENERAL POLICIES:

The following general policies apply to all TCC rental events:

1. A member of TCC staff, for safety and security reasons, must be present during all activity in the Center. Notify staff upon arrival and departure.
2. Space usage, including load in and load out, must fall between the hours of **7am and midnight**.
3. Lessees **may not** use the premises for **any other purpose** other than what is specified in the lease agreement or **sublet** the premises or any part of it to any other individual or group without written consent from TCC.
4. TCC's **alcohol policy** will be provided to lessee if alcohol is to be served at an event. The alcohol policy applies to any event at TCC involving the service/consumption of alcoholic beverages.
5. Lessees **may not advertise** events to the public until TCC confirms receipt of a signed lease agreement and a deposit for the event.
6. Lessees must comply with all statutes, ordinances, rules, and regulations set forth by federal, state, county, and municipal governments and departments including the Clayton Fire and Police Departments. TCC reserves the right to control and manage the facility and enforce all applicable rules and regulations. TCC also reserves the right to eject any objectionable individual(s) from the premises. Lessees waive all claims for damages against TCC or any of its staff, officers, or agents resulting from the exercise of this authority.
7. In the event that the facility or any portion thereof is destroyed/damaged by fire or any other casualty or unforeseen occurrence, rendering the fulfillment of the agreement by TCC impossible, the lease will be terminated, and the lessee will waive any claim against TCC for damages by reason of such termination. In that event, the security deposit will be returned to the lessee along with any other fees collected for the event in question.
8. TCC assumes **no responsibility for property** placed on the premises before, during, or after an event. Lessees shall hold harmless TCC, the Town of Clayton, and any employees, agents, or officers for any such damage.
9. Lessees shall **release, indemnify, and hold harmless TCC**, the Town of Clayton, and any employees, agents, or officers from any responsibility for any and all damages, or injury of any kind or nature (including death) to all persons whether agents or employees of the lessee or attendees of the event in question.
10. With the exception of events scheduled for the Lobby, Council Chambers, or Auditorium, TCC reserves the right to re-assign event space based upon the most suitable accommodation.
11. **Wedding ceremony rehearsals** on a Friday or Saturday afternoon or evening may not be guaranteed more than two weeks in advance. Within two weeks of the wedding, space can be reserved, IF available.
12. A complete **list of all contracted vendors** (i.e. caterer, florist, musicians, rental company, etc.), including contact names and numbers, should be provided to the Conference Center Coordinator's office at least **two weeks** in advance of the event date.
13. Children attending events must be supervised at all times. Running is not allowed inside the facility. Playing on the elevator, stairs, or balconies can be dangerous and will not be permitted.
14. Food and beverages are allowed in all spaces in TCC except the Auditorium.
15. In cases when **excessive cleaning** is required following a contracted event, TCC reserves the right to charge custodial services at \$15/hr., post-event.
16. TCC is a **NO SMOKING** facility. Smoking stations are just outside the Main Lobby doors along Second and Horne Streets.
17. Due to fire and safety regulations, use of the following **items is NOT allowed inside the building**: smoke/fog machines, oil lamps, sparklers, birdseed, and rice. Helium balloons are not permitted in the Auditorium or

Council Chambers. Enclosed flames are permitted for indoor decor (i.e. votive candles, tea lights, tapers with hurricane globe shades).

18. Lessees may not use **adhesives** of any type without prior permission from TCC staff. Blue painter's tape is the only adhesive approved for use on Conference Center surfaces including glass windows and doors. Post-event, all signs, decoration and materials must be removed from the premises.
19. Only string, soft plastic (zip-ties) or coated wire may be used for **hanging banners or props**. Post-event, all such materials should be completely removed and disposed of appropriately.
20. All **signs, decorations, use of equipment**, etc., shall be approved by TCC staff ahead of time. Any damages to the facility surfaces or equipment will be assessed and the lessee will be billed for the cost of repairs and/or replacements.
21. **Animals** are not allowed in TCC with the exception of ADA-compliant service animals.
22. TCC can **receive packages** for lessees Monday through Friday from 9am until 5pm at 111 East Second Street, Clayton, NC 27520. Prior notification to a staff member of TCC is required. Packages may not be left at TCC for pick-up from any service.
23. All decorations, equipment, food, and other **personal belongings** brought into the facility must be removed immediately following the event. TCC will not be responsible for items left on the premises after the event.
24. **WiFi** is available for lessees and their guests; however, you may not connect wireless access devices, switches, routers, or hubs to the Town's network. Use of the Town's Public WiFi network is entirely at the user's risk. It is the responsibility of each user to ensure that their equipment has appropriate virus protection when connecting to the Town's Public WiFi network. The Town assumes no responsibility for any user's hardware, software, or data or for actions or conduct while utilizing the Town's Public WiFi network.