



Oxford Conference Center LEASE AGREEMENT & POLICIES

DATE:

ORGANIZATION/CUSTOMER NAME:

CONTACT:

PHONE # 1:

ADDRESS:

THIS AGREEMENT, made and entered into and between the Oxford Conference Center, hereinafter Lessor, acting by and through its Facility Director, and the above named party, hereinafter Lessee, hereby covenant and agree to abide by the following provisions:

1. **EVENT DESCRIPTION.** Upon the terms and conditions contained herein and in consideration of the covenants and agreements expressed herein and of the faithful performance by the Lessee of all such covenants and agreements, the Lessor does hereby grant unto the Lessee the right to use and occupy the Oxford Conference Center for the purpose of:

[Party.Name]

EVENT START DATE:

EVENT #:

2. **RESERVATION, DEPOSIT, EVENT FEES, PAYMENT and REFUNDABLE DAMAGE DEPOSIT.** The Lessor shall schedule all events on a first-come, first served basis. The Lessor shall tentatively schedule any requested event and shall notify the Lessee if another party requests such date before a reservation is confirmed. Upon signed return of this contract and a deposit of [Next.Dep.Due] a reservation will be considered confirmed. All events booked less than thirty (30) days before the first date of the event shall not require a deposit, but rather full payment of estimated fees and this payment will not be refunded if the event is canceled. Event fees shall consist of any space rental and any other fees as itemized on the Confirmation Sheet that arise from additional items or services required or requested. Full payment of all fees must be received no later than fourteen (14) days prior to the first date of the event. **All credit card payments will incur a 2.35% processing fee with \$1.00 minimum fee per MS Code.**

3. **CANCELLATION and REFUND.** Cancellations and/or changes made to the contract must be submitted in writing to the Oxford Conference Center office. No oral changes will be valid. If an event should be canceled more than one hundred eighty (180) days before the first date of the event, a refund equal to one hundred (100%) of the deposit shall be made. If an event should be canceled more than one hundred twenty (120) but less than one hundred eighty (180) days before the first date of the event, a refund equal to

seventy-five (75%) of the deposit shall be made. If an event should be canceled more than sixty (60) but less than one hundred twenty (120) days before the first date of the event, a refund equal to fifty (50%) of the deposit shall be made. If an event should be canceled less than sixty (60) days before the first date of the event, no refund of the deposit shall be made.

4. **LIABILITY INSURANCE.** If, in the determination of the Lessor, liability insurance is required, a policy satisfactory to the Lessor shall be a prerequisite to use of the leased premises. A copy of this policy shall be provided to the Facility Director no less than one month before the first day of the event. For events scheduled less than one month before the first day of the event, proof of insurance shall be a prerequisite to the taking of a reservation. The policy shall in no case be for an amount less than \$1,000,000 and shall provide the Lessor as an additional insured or co-insured party.

5. **ALCOHOL.** The Oxford Conference Center is a city facility and as such, follows City of Oxford ordinances. Section 5-13 and 5-26 of the ordinance book state:

The management of the Oxford Conference Center, may, at its discretion, allow events to be held at the Oxford Conference Center at which liquor, including beer and/or light wine, are served and consumed. Service of liquor, including beer and/or light wine, shall be through permittees only (Licensed Caterers) within the provisions of MCA 67-1-81 and 67-3-53.

Hours of consumption shall be the same as the City of Oxford:

Mon-Wed: 10 a.m.-12 midnight

Thu-Fri: 10 a.m. - 12 midnight

Sat: 10 a.m.-12 midnight

Sun. 11am - 9pm

To serve or sell liquor, beer and/or light wine on Oxford Conference Center premises, you must use our exclusive alcohol caterer, Ole Miss Catering.

Ole Miss Catering (662) 915-7041

Client may host a bar or elect to do a "cash bar".

Hosted Bar - Client is responsible for setup fee and cost of drinks.

Cash Bar - Client is responsible for setup fee and guest pay for their own drinks at the time of service.

Required bartender service will be determined by management based on the projected attendance and the type of event to ensure quality service and safety for all clients and guests.

6. **SECURITY.** At OCC management's discretion security may be hired for your event and the charges will be added to your bill. Required security by Oxford Police Department or approved security vendor of Lessor's choice.

7. CATERING POLICIES.

All food and beverage must be booked through the OCC and provided by one of our exclusive caterers. All food and beverage must be billed through the OCC.

Please note: If outside food or beverage is brought into the facility without prior written approval, the OCC reserves the right to end any event due to a breach of contract of the catering policy.

All menus must be finalized at least 14 days prior to your scheduled event date and a final head count given no less than 3 days prior to your event.

All catering includes a 15% Maintenance Fee. _____ **Initial**

Candy, cakes and confections are allowed from outside caterers with prior approval.

8. OTHER CONDITIONS. The Lessee further covenants and agrees to abide by all rules, regulations, rates, policies, conditions, and limitations of the Lessor separately provided to the Lessee.

9. UTILITIES/DISRUPTION OF PREMISES. The Lessor shall furnish, at its expense, heat, water, lights and air conditioning necessary for the Lessee's use during the term of this contract deemed necessary by the Facility Director. The Lessor shall not be held responsible for any loss or damage resulting from any lack of heat, water, lights or air conditioning due to an act of God, acts by the Lessee or its guests or the failure of equipment to operate or function properly through no fault of the Lessor or its agents.

10. UNAVAILABILITY OF PREMISES. In any case in which the premises of the Lessor or any premises covered by this agreement are damaged by fire, flood or other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this contract by the Lessor impossible, then the term of this contract shall end and the Lessee shall be liable only for fees up to the time of such termination. The Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

11. RELEASE OF LIABILITY: The Lessee agrees to save and hold harmless the Lessor of and from any and all expenses, damages, claims, demands or liability by or to the public, employees or guests of the Lessee and all others on account of or occasioned by the negligent installation, construction, repair, alteration, maintenance or operation of any structure, device, machine, enclosure, amusement, entertainment or commodity or by any activity pertaining to this lease, or by any act or omission, negligent or otherwise of Lessee or its patrons when on or about to enter or exit the premises herein leased to Lessee.

12. ASSIGNABILITY. The Lessee's rights under this lease shall not be assigned without prior written approval of the Facility Director.

13. COLLATERAL CONTRACTS/PERMITS/LICENSES, AND PERMISSION. The Lessee shall be responsible for all other contracts, obligations, and expenditures made in connection with its use of the leased premises. By way of illustration and not limitation, these contracts may include entertainment, catering, fees, and licenses, insurance, special furnishings or decoration, staffing, etc. The Lessee shall be responsible for the procurement and expenses of all licenses, permits and union and trade organization clearances required for use of the leased premises for the purpose stated. The Lessee shall also be responsible for obtaining permission of the Facility Director for all events.

14. RENTAL RATES. The Lessee agrees to pay the charges listed on the Confirmation Sheet, in exchange for the use of the leased premises and any provided services. Room rental rates include initial set-up of chairs and tables, basic electricity (110 volt), and other itemized fees on the Confirmation Sheet.

15. RELEASE OF LIABILITY CATERING: The Oxford Conference Center cannot be held responsible for any food or beverage served through a participating caterer.

POLICIES:

1. The Lessee and any service provider rendering services at the Oxford Conference Center for the Lessee must be in compliance with all Federal and State laws and regulations as well as all City of Oxford ordinances.
2. The Lessee shall be responsible for describing the use and nature of events on the leased premises and shall be required to obtain written permission from the Facility Director for all activities that take place.
3. Room rental is for a consecutive eight-hour period, ending with the event end time. This eight-hour rental shall include any decorating, actual event and tear-down time. If more time is needed, an hourly rate can be assessed.
4. Smoking or other tobacco products is not allowed inside any of the leased premises at any time.
5. All Catering must be done by and OCC Catering Member. No exceptions.
 - a. Catering will be billed through the Oxford Conference Center.
 - b. Catering kitchen rental is available. The rates for kitchen use will be set out on the Confirmation Sheet. The Lessee shall be responsible for the kitchen in accordance with the terms herein if the Caterer uses the kitchen.
 - c. The Lessee may rent the facility kitchen(s) for an amount set out on the Confirmation Sheet. The kitchen must be cleaned and left in a condition equivalent to that which it was found. Clean-up shall include sweeping the floors, cleaning the counter tops, removal of all food and drinks from refrigerators, sinks, coolers, shelves, counter tops, drawers, etc. All materials not belonging to the Conference Center must be removed along with any and all refuse. All refuse must be securely bagged, tied and placed in the premises dumpster. OCC is not responsible for any items left in kitchen
6. No items may be hung, attached, or suspended from the walls or ceilings without written permission from the Facility Director. The use of nails or other destructive implements is strictly prohibited. Additional fees may apply.
7. No animals or pets other than legitimate assistance animals are allowed in the building without written permission from the Facility Director.
8. A separate refundable Damage Deposit shall be charged to insure the return of the Facility to the condition in which it was found. All facilities must be returned to the condition in which they were found by the time specified in the Lease Agreement. This includes, but shall not be limited to, the removal of all materials and waste from the leased, parking, and common areas, the clean-up of all spills and the return of facility equipment to its original location. The Damage Deposit will be returned within 30 days if the Lessee fulfills their obligation in this paragraph. If the facility is not returned to the condition in which it was found, then the Damage Deposit may be withheld, and additional charges may be incurred upon correction of the problems by Facility staff. The Damage

Deposit is due in full before the event. The Damage Deposit will not be used to off-set any event-related fees.

9. The throwing of rice, bird seed and rose petals as well as the use of sparklers is prohibited within the leased premises. These items may be thrown or distributed outside premises buildings with express written permission of the Facility Director. An additional fee may apply. The throwing or distribution of confetti is strictly prohibited on all premises. Use of sparklers outside will require permission of the Facility Director.
10. The Lessor shall not be liable for any items left at the Oxford Conference Center.
11. The Lessor is not responsible and shall not be held liable for loss or damage to vehicles or property placed in or upon the premises.
12. The Lessee shall not admit or cause to be present any number of persons beyond the maximum capacity of the leased premises as determined by the Facility Director, or the amount of people listed on the Confirmation Sheet. In either case, the OCC event staff may shut the event down immediately with no refund of any fees.
13. The Lessor shall have the right to move the Lessee into any room at the Lessor's discretion. Should the Lessee be moved, no additional room rental cost will be incurred. The Lessor will make every attempt to keep the originally booked room and in no case shall the Lessee be moved into a room of less size without their express, written permission.

I will be having alcohol served at my event: YES _____ NO _____

The Lessee, by signing this Lease Agreement and Policies, agrees that it has read, understood, and assented to all the provisions previously recited as well as any other rules, regulations or policies separately provided. The Lessee also understands that violation of any of the previous provisions is subject to default of the Lease Agreement, fines, suspension from the facility and/or prosecution.

Client Signature

Date