



DELTAS OF CHARLOTTE FOUNDATION

Application for Use of Delta Center ("Facility")

Name of Organization or Individual Leasing Facility (If organization, list contact name and position:

Mailing Address:

City: _____ State: _____ Zip: _____

Home Phone: _____ Business Phone: _____

Type of Activity to be held: _____

Time to begin Activity: _____ Time to end Activity: _____

Date of Activity: _____ Number of persons attending: _____

Name of Caterer: _____ Business Phone: _____

This request is for use of the following areas and equipment:

Projector Podium Sound System

Person making request _____ Age: 21 or older: _____

Please Note: Signature below indicates you have read and understand the Facility Use and Fee Statement.

Signature: _____ Date: _____

For Office Use Only	
Request Processed & Approved by	_____
Is security required?	_____
Deposit Received by	_____ Date _____ Amount \$ _____
Rental Balance Amount	_____ Date Balance is Due: _____
Rental payment Received by	_____ Date _____ Amount \$ _____
Placed on Office Calendar by	_____ Date: _____



DELTAS OF CHARLOTTE FOUNDATION

5408 Beatties Ford Road
Charlotte, NC 28216

Rental Agreement

This agreement relates to the rental of the Delta Center, located at 5408 Beatties Ford Road, Charlotte, NC which is owned by Deltas of Charlotte, Inc. (hereinafter referred to as "Lessor"). The Delta Center is available for rental seven (7) days a week from 8:00 AM until 1:00 AM. The facility is available for meetings, closed parties, dances, weddings and receptions.

The facility has a seating capacity of three hundred (300) individuals for conferences, two hundred (200) individuals for non-conferences and one hundred and fifty (150) individuals for banquets. Rental of the facility includes the restrooms, the parking lot, the kitchen and the set up of tables and chairs. Pre-cleaning of the facility is also included in the rental price. The rental rates are attached to this agreement.

Application and Deposit

The organization or individual renting the facility (hereinafter referred to as "Lessee") must submit an application and pay the deposit as indicated on the attached rental rate to reserve the facility. The Delta Center is not reserved until the deposit has been paid. The Lessee must be at least twenty-one (21) years of age. **The deposit is not part of the rental fee.** It is held as a security deposit and will be refunded within thirty (30) days after the use of the facility provided there are no damages to the facility and no additional cleaning is required. The security deposit is not refundable if the event is cancelled.

Rental Fee Payment

The full rental fee is due thirty (30) days before the event. If the full rental fee is not paid 30 days before the rental date, the Lessor reserves the right to cancel the rental or impose a late fee of \$50.00. All fees must be paid in cash, money order, or certified check.

Cancellation Policy

Any cancellations by the Lessee must be in writing. The Lessee agrees that should it cancel this agreement altogether, liquidated damage fees, in addition to the forfeiture of the security deposit, shall be paid to the Lessor by the Lessee. The following schedule represents a reasonable effort on behalf of Lessor to establish its actual damages for such cancellation:

- If the cancellation occurs in writing more than 30 days before the rental date, the Lessee shall be entitled to a refund of 50% of any monies paid.
- If the cancellation occurs in writing 30 -21 days before the rental date, the Lessee shall be entitled to a refund of 25% of any monies paid.
- If the cancellation occurs in writing 20-11 days before the rental date, the Lessee shall be entitled to a refund of 10% of any monies paid.
- If the cancellation occurs in writing 10 days or less before the rental date, the Lessee is not entitled to a refund.
- If it is not in writing the Lessee is not entitled to a refund.

Security

The Lessor reserves the right to require security for any event. *The Lessor will notify the Lessee if security is required.* The Lessor will schedule the security, but the expenses for such security will be the responsibility of the Lessee sponsoring the event and is listed in the rental rates attached to this agreement.

Rental Time

Clean up (outlined below) and set-up **must** be done within the hours rented. No early admittance or next day clean up will be allowed. Refunds will not be given for hours not used. Lessee will be charged, or a reduction in the security deposit will occur, if the Lessee accesses the Delta Center outside of the rental time.

Clean Up

The Lessee is responsible for cleaning the kitchen area and must remove all catering materials, including leftover food, meeting materials, and decorations. The Lessee also must ensure that spills on the floors in the Facility are cleaned up, tables are wiped off, all trash containers are emptied and the trash is placed in the dumpster. The Lessor will provide trash container(s) and trash bag(s). The Lessee must return the Facility to the original state as it existed at the beginning of the rental period. Lessor is not responsible for any items left on the premises.

Decorations

Decorations cannot be attached or affixed to the walls or doors. Decorations must not pose a fire or safety hazard. Votives, tea lights and any other candles with glass covered sides are permitted. Taper candles or open flames are not permitted in the Facility. The Lessor reserves the right to disapprove any decoration that may damage the facility or pose a fire or safety hazard. Tablecloths are not included in the rental fee and will not be furnished. The Lessee is totally responsible for all table coverings and any other decorations that may be used. Loose glitter, birdseed, bubbles, or sparklers are not allowed in the Center.

Kitchen

The kitchen facility is not a commercial kitchen and is not equipped for full meal preparation. However, a stove, microwave and a refrigerator are available for the Lessee's use during the rental period. The Lessee is responsible for providing all meal preparation and serving hardware. The Lessor has no responsibility for food preparation or beverage service during any event. Lessee must remove all food from the premises at the end of the rental time.

Caterer

The Lessor reserves the right to approve or disapprove the caterer named by the Lessee. The Lessee must notify the Lessor if the caterer changes and provide to the Lessor the contact information of the new caterer. The Lessee must provide the caterer's information within 30 days of the event.

Maintenance

It is expected that the Lessee will inform the Lessor of any item that is inoperable, out of place or needs to be removed. Please notify the Facility Manager.

Acts of God

Acts of God that cause any failure of performance shall not be the responsibility of either party, and in such case the Center will make every effort to rescheduled, the Lessor will refund the rental amount minus the deposit.

Non-profit Organization

Non-profit organizations must provide a copy of their 501(c) (3) status in order to receive the discounted rental rate. This information must be provided 30 days before the event.

Subletting of Facility Space

The Lessess may not sublet their approved allocated date and time.

Ticket Sales

Any Lessee seeking to use the Facility for an event involving an admission charge for profit must be approved by Lessor. Use of the Lessor's name, logo, or likeness or of the image of the Facility or its likeness to promote, advertise or sell tickets to an event (other than as the location of the event) is prohibited.

Fundraising

Any organization seeking to use the Facility for an event involving an admission charge for fundraising must be approved by the Lessor. Raffles and live and silent auctions are permitted only where the good and services being sold are donations to the Lessee to support the Lessee's not-for-profit activities.

Fundraising for political parties, political action committees, and individual candidates are allowed. However, signage outside or inside the building are absolutely prohibited.

Advertisements, Publications, News Releases

All advertisements, publications and news releases, and any other written materials made available to the public or media regarding the event must first be approved by the Lessor. The use of the Lessor's logo or name in connection with the event may be granted in writing by the Lessor, but no changes may be made to the logo.

Invitations and Printed Materials

Invitations for the Event may not use the name of the Lessor. Lessee may not use the name or logo of the Lessor or a picture or likeness of the Facility to promote any event. The content of all written materials relating to the event must be submitted to the Lessor for review and approval before printing. Any violation of this provision can result in cancellation of the Event.

Media/Press

Press conferences may not be held in the Facility or on its premises without the prior written approval of the Lessor.

Prohibition

The Lessee agrees to comply with all laws, ordinances, and regulations governing its activities while on the premises. The Lessee understands and agrees that tobacco use of any kind, possession of illicit drugs or weapons, and any act punishable by law is strictly prohibited inside the Facility or on the Facility property. The Lessee does not encourage the use of alcohol in the premises.

However, if the Lessee serves alcohol, the Lessee must obtain a limited special occasion liquor license from the city and submit a copy of the license to the Lessor at the time of final payment and no later than 30 days prior to the event. If the Lessee fails to obtain said license, the lessee is prohibited from serving alcohol at the event. There can be no resale of alcohol. In addition, the consumption of alcohol outside of the Facility is prohibited and the consumption of alcohol by anyone under the age of 21 inside or outside of the Facility is prohibited. The Lessee understands and agrees that any violation of this paragraph by Lessee or anyone shall constitute grounds for immediate termination of this rental agreement and shall subject the Lessee to immediate removal from the premises. In the event of a cancellation due a violation of this paragraph, Lessee understands and agrees that the Lessor will not refund the rental fee or security deposit.

Liability Clause

The Lessee shall be responsible for the supervision and control of its agents, employees, guests, and contractors, and their activities on the Facility premises. The Lessee hereby agrees to fully indemnify and hold harmless, assume liability for and defend, the Lessor or Lessor's officers or directors or agents from and against any and all actions, claims, liabilities, assertions, losses, costs and expenses, which in any manner arise or are alleged to have arisen from the acts, omissions or wrongful conduct of the Lessee, including those caused by fire, theft, flood, vandalism, negligence, or any other cause, in connection with the Lessee's use, operations, activities, or occupancy of the Facility premises.

Insurance

If the Lessee serves alcohol at the Event, in addition to obtaining the limited special occasion liquor license, Lessee agrees to execute and deliver to Lessor evidence that it has fully insured itself, its officers, directors, employees, agents, third parties and external vendors engaged by Lessee and presenters, as follows:

1. A Special Event Insurance policy with a combined single limit of one million dollars (\$1,000,000) bodily injury and property damage, and one million dollars (\$1,000,000) limit for personal injury.
2. The Special Event Insurance policy shall include a waiver or subrogation against the Lessor and any entity or person affiliated with the Lessor.
3. All policies shall name the Lessor as an additional insured with respect to any claim or causes of action that may arise out of the Event.
4. **Upon execution of this contract or not less than fourteen (14) days prior to the Event,** Lessee shall provide the Lessor a Certificate of Insurance evidencing such coverage. The Lessee or its agents shall not enter the facility until proof of the required insurance coverage is provided.

The obtaining of insurance or the furnishing of evidence of insurance by Lessee as provided in this section shall not in any way relieve Lessee from any obligations, liabilities, assumptions, responsibilities or the contractual duties referred to in this Agreement, regardless of the coverages mentioned in such insurance or the terms of the policy or policies involved.

Remittance

The Application for Use of Delta Center ("Application"), Rental Agreement, and Facility and Use Fee Statement (collectively, "Application Materials") constitute one agreement and must be received to secure the requested facility rental. The Application Materials should be mailed to address listed below along with the required deposit.

Make certified checks or money orders payable to: **Deltas of Charlotte Foundation.**

The Rental Agreement, application and deposit fee should be mailed to:

**Deltas of Charlotte Foundation
P.O. Box 37061
Charlotte, North Carolina 28237**

For questions about remittance of documents and funds, please call (704) 391-7010.

Attorney Fees

The Lessee agrees to pay any attorney fees incurred by the Lessor in the event an attorney is hired to enforce any provision of this agreement or if the Lessor is forced to defend an action attributed in any such way to Lessee or Rental Agreement.

Choice of Law and Forum Selection

This agreement shall be construed according to the laws of the State of North Carolina and all disputes related to it shall be resolved in the State Court of North Carolina.

Entire Agreement

This Agreement represents the entire agreement between the Parties. There are no promises, inducements, representations, or warranties not expressly stated herein. This Agreement may not be modified except by written instrument signed by all of the Parties hereto. This Agreement supersedes any prior understandings or written or oral agreements between the Parties respecting the Receivables, or the rights and obligations of the Parties hereto. This Agreement may be executed in counterparts.

**The remainder of this page is intentionally left blank.
Signature page follows.**

Acknowledgement

This Rental Agreement is entered into

this _____ day of _____ ,
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Organizational Lessee:

Organization's Name:

By:

(Printed Name)

Its:

(Office or Title)

Signature:

Individual Lessee:

Printed Name:

Signature: _____

By: Deltas of Charlotte, Inc. (Lessor)

By: _____
(Printed Name)

Its: _____
(Office or Title)

Signature: _____
