

SOUTHEAST EXPO CENTER

4500 West U.S. Highway 270
McAlester, Oklahoma 74501
918-423-1338

FACILITY RENTAL TERMS & CONDITIONS

Use of the Southeast Expo Center, hereinafter referred to as the Southeast Expo Center, Expo Center or Lessor, is subject to the rules and regulations adopted by Pittsburg County and any ordinances and/or permitting required by the City of McAlester, and the conditions stated herein this Agreement and Attachments.

Subject to such conditions, limitations and restrictions, Lessee may have the use of the facilities of the Southeast Expo Center specifically described above, together with such regularly provided heat, water, light, services, and parking as set forth in the current rate schedule on file in the office of the Pittsburg County Board of County Commissioners and the Pittsburg County Clerk, as may be required for the use of said facilities for said purpose. No facility or service not provided for in this Agreement may be used by Lessee.

The Rental Agreement shall have no force or effect whatsoever until it is signed and returned with both rental and security deposits and signed by a member of the expo center administration. All contracts will be promptly reviewed by the Expo Center Manager and the Lessee will be contacted with any concerns, errors or changes. If any changes are needed, the Lessee will be provided a new contract to sign and verify. The Lessee shall covenant and agree that it will perform or abide by each and every rule, regulation, restriction, and/or limitation of this Agreement.

Rates will include utilities needed for event, unless otherwise specified due to nature of event. **Animals will not be permitted in the banquet rooms, unless used by physically impaired individuals.** Items other than audio/visual equipment for meetings and banquets must be pre-approved by manager.

The Lessee shall be responsible for complying with the rules and regulations governing the operations of the premises of the Southeast Expo Center in connection with Lessee's use, and all extra electrical current required for Lessee's use shall be paid and furnished by the Lessee upon approval of the Board of County Commissioners, Pittsburg County.

Pittsburg County will be permitted to photograph and videotape any and all activities held at the Southeast Expo Center exclusively for the promotion and advertisement of the Expo Center and the tourism efforts of Pittsburg County. This media will not be shared with, sold or given to anyone outside the Pittsburg County Board of County Commissioners or expo center staff.

The Lessor shall have the right to enter the leased premises to inspect those premises at all reasonable times without prior notice to Lessee.

RULES AND REGULATIONS

LOCATION: The Southeast Expo Center is located at 4500 West U.S. Highway 270, 3 miles west of McAlester, 1 mile east of the Indian Nation Turnpike.

RESERVATIONS: Organizations and individuals interested in renting the Southeast Expo Center may do so by contacting the Board of County Commissioners office at 918-423-1338 or the Expo Center Director at 539-995-0539. Reservations are confirmed using the standard three-year calendar. The reservation calendar will be available for public inspection at all times during regular Expo hours. No date will be removed from the expo calendar availability list until the deposit set forth by Pittsburg County has been received in the office of the Board of County Commissioners. (If a reservation date is challenged by a group, the first group/client holding the reservation will be notified and deposit will be requested so that the day(s) can remain secure. **If** the first client declines the request for deposit, the second group/client requesting the day(s) will be required to submit a deposit to secure the date.) **Reservations will be held for ten (10) days without deposit.** If a contract is not executed and returned to the Expo Center with the initial event deposit by the end of the 10th day, the reservation for the event will be canceled. Unless otherwise specified in writing and approved by the Chairman of the Board of County Commissioners, the staff of the expo center shall be privileged to schedule other similar events during, before and after the dates of this contract without notice to Lessee.

EXPO CENTER RATES: Lessee of the Southeast Expo Center or any portion thereof, shall pay the rental rate and deposit amounts set forth by Pittsburg County. Pittsburg County reserves the right to revised rental rates without notice, but will honor the rental rate that was in effect at the time of reservation. At the expiration of the time of occupancy of an event, the Lessee shall vacate the premises of the contracted facility and return to Southeast Expo Center all equipment and property procured from the Expo Center in a like condition and state of repair as when first occupied/accepted, or risk forfeiting all deposits. Lessee agrees to pay, in full, total rental fee at least 30 days before first scheduled event or risk cancellation. A full day rental period is for eight (8) hours. Setup and tear down are to be completed within the timeframe of your event rental period, unless additional time has been paid per the rental rates.

CANCELLATION POLICY: If Lessee wishes to cancel or change the date of an event, a dated, written request must be provided to the Chairman of the Board of County Commissioners. In the event a request is made to change dates, all deposits and payments will be transferred to the new date, once a full contract is signed and prepared. If a Lessee wishes to cancel an event, 100% of security deposit will be returned up to 30 days prior to first date reserved. Upon cancellation by the Lessee, the following fee schedule will apply in regards to initial rental deposits:

90+ days	Full refund of all deposits and payments
89 - 60 days	50% of all deposits non-refundable
59 - 30 days	100% of all deposits non-refundable
Less than 30 days	100% of all deposits and payments, including security deposit, non-refundable.

No refunds will be given when the event is canceled by the Board of County Commissioners, due to the Lessee's non-compliance with terms and conditions.

If the total final payment due is not paid in full 30 days prior to the first date reserved for the event, the event will be subject to cancellation. The Board of County Commissioners reserve the right to refuse use of the leased space unless FULL payment is made.

The Board of County Commissioners, Pittsburg County, reserves the right to cancel any event in the event of a natural disaster or when the center is needed for a public health emergency. In such case, a full refund will be made.

PLEASE NOTE: Any lessee who cancels more than two events in a row with less than 30 day notice will be required to pay entire rental fee up front.

LEASE CONTRACTS: A copy of the contract will be provided to the Lessee, who must sign the original before the event will be scheduled. The signed contract and reservation deposit made payable to Pittsburg County should be mailed or delivered to: **Board of County Commissioners, Pittsburg County, 115 E. Carl Albert Pkwy. Room 100, McAlester, OK 74501.** This agreement shall not be let, sublet, assigned, conveyed, mortgaged, pledged, encumbered or otherwise transferred (whether voluntarily or involuntarily) by Lessee without Lessor's written consent. If Lessee is allowed to sublease, assign, convey or otherwise transfer is agreement, with the Lessor's consent, the Lessee shall remain fully liable hereunder.

SET-UP REQUIREMENTS: Set-up sheets will be completed by the Lessee and returned with every contract. Changes to setups should be made no later than two weeks (14 days) before an event. Expo staff complete room setup as early as one week before events, when possible. Any event requesting a change in setup, once a room has been completed, will be subject to an additional fee of \$50.00. Any event requiring the use of the Expo stage or dance floor will be charged a \$50.00 setup fee for each item used. Discussion regarding additional requirements and/or related cost for any event must be held with Chairman of the Board of County Commissioners. Any special set-up request must be provided to the office of the Board of County Commissioners, in writing, at least thirty (30) days before the event. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the expo center either prior to, during or subsequent to the use of the facilities by the Lessee, the Southeast Expo Center, our agents or employees shall not be liable to the Lessee or any other person for the loss, damage or injury to such property.

PLEASE NOTE: Pittsburg County will not be responsible for forwarding any packages or mail delivered to the expo center after the conclusion of the event. All items will be returned to sender.



Dirt Events are welcome at the Southeast Expo Center. Dirt installation and removal will be provided by Pittsburg County at an additional cost.

DECORATIONS: Lessee shall not do or permit to be done upon Expo Center anything that will tend to mar or in any manner deface the Expo Center. Decorations and/or signage may not be fastened to the walls with hooks, nails, screws or staples. Thumb tacks and scotch or double-sided tape is permitted as long as there is no harsh residue or damage to the walls. Damage or discoloration to the walls may lead to forfeit of deposits. The use of glitter or metallic confetti is prohibited in the facility and/or on the grounds. The use of hay or straw is permitted, as long as floor covering is provided and any excess debris is cleaned up upon removal. No rice, birdseed or similar items shall be thrown in or around the Expo Center. Failure to comply with these rules and regulations will result in immediate forfeit of deposit. Any questions regarding decorations should be addressed with Board of County Commissioners Office at least two (2) weeks prior to event.

CONCESSIONS: The Southeast Expo Center, retains all rights to food and beverage concessions in or near the Expo Center. Concessions of any merchandise, including but not limited to programs or souvenirs, either on display or by taking orders, may be sold only after price approval of the Expo Center Manager. No percentage of

receipts on merchandise is required at this time. Please see CATERING/REFRESHMENT SERVICES, if your event requires any catering or banquet type needs.

KITCHEN FEES: The prep kitchen may be rented by the Lessee for a fee of \$100.00/day. The Expo Center will provide kitchen utilities only. The Expo Center does NOT provide any cooking or baking materials (including but not limited to pots, pans, bowls, and/or utensils) or cleaning rags or cloths. The kitchen must be cleared of all noticeable trash and debris by lessee or catering provider prior to leaving the building following the event.

CATERING/REFRESHMENT SERVICES: The Expo Center does allow the use of outside catering for events. Please notify the Expo Center when filling out your agreement is outside catering will be used. All caterers must abide by Expo Center requirements and policies. Outside caterers are welcome to use the prep kitchen, under the same rules and kitchen fees stated above. For a \$25.00 set up fee, the Expo Center will provide limited refreshments which include tea, coffee, bottled water and donuts at the following rates: Tea, coffee and bottled water at \$1.00 per person; Donuts at \$2.00 per person. Any lessee requiring refreshments services, provided by the Expo Center, must notify the Expo Manager at least two weeks (14 days) prior to the scheduled event.

COLLECTIONS/DONATIONS: No collections or donations, whether for charity or otherwise, shall be made at the Expo Center without the prior approval of the Manager.

CERTIFICATE OF INSURANCE: Lessee must provide a Certificate of Liability Insurance to the Expo Manager at least two weeks (14 days) prior to occupying the rented facility. Insurance in the amount of \$1,000,000.00 liability and property damage naming Pittsburg County, Southeast Expo Center as Certificate Holder on the Certificate. (A Waiver of Liability may be permitted for private, non-public events upon approval from the ~~Expo Manager~~. Board of County Commissioners)

LICENSES: Lessee shall comply with all laws of the United States, the State of Oklahoma, and all ordinances of the City of McAlester. Lessee shall not do, or permit to be done, anything on the premises in violation of any such laws or ordinances. Lessee shall obtain all permits/licenses required by ordinance, rules and regulations and provide a copy to the Expo Manager, no less than thirty (30) days prior to the first day of the event. The sale of alcoholic beverages is prohibited under any circumstances unless specifically approved by the Expo Manager and where a licensed caterer/alcohol service permit and provider is in place. A copy of such license and/or permit will be required at time of rental.

ADVERTISING: No licensed event shall be placed on the Expo calendar until the signed agreement, all deposits and set up requirements are received by the Expo Manager. Lessee shall not distribute, circulate, display or permit to be distributed, circulated or displayed, any advertisement material or program promoting events or activities not scheduled at the Expo Center except as is authorized, in writing, by the Expo Manager. The Lessee may display promotional or advertisement material for an event held at the Expo Center as long as no materials displayed damages, injures or mars or in any manner defaces any portion in the facility at the Expo Center. The digital marquee is reserved for events held at the Expo Center. Events wishing to place a message on the marquee must submit, in writing, to be approved by the Expo Manager. The Expo Center reserves all rights to change or modify messages, based on size, space and/or message visibility.

SECURITY: Lessee is responsible for furnishing security, if deemed necessary by the Expo Manager, security officer must be CLEET certified. In order to maintain adequate security measures, the Expo Center requires that security be provided for events serving alcohol and the event sponsor/lessee shall be responsible for the costs related to any additional security required for the event. Lessee shall arrange to pay all security directly, at the beginning of the event or sooner. Security will be determined based on size, program and/or nature of event. **All alcohol services shall be discontinued 30 minutes prior to the scheduled end of all events.** The Expo Center reserves the right to remove or cause to be removed from the premises any objectionable person or persons.

PLEASE NOTE: Unless security is provided by the Pittsburg County Sheriff's Office, officer shall provide a copy of the CLEET certification at time of rental.

OBSTRUCTIONS: No portions of sidewalks, entries, vestibules, hall, elevators or way of access to public utilities of the Expo Center shall be obstructed or caused to be obstructed by the Lessee, not shall same be caused or permitted to be used for any purpose other than entering or exiting from the premises. The doors, skylights, stairways, openings that reflect or admit light into any portion of the building, hallways, corridors, passageways, radiators, and house lighting attachments, shall in no way be obstructed by the lessee. A three-foot clearance in front of all exits is required at all times for fire code compliance. No permanent parking is allowed along the front side (south side) of the Expo building. This area is a fire lane and must have complete access for fire department vehicles. Temporary parking is allowed only for a reasonable time, for move in or move out.

SMOKING: The Expo Center is a clean air facility. The use of tobacco products is not permitted inside the building, this includes smoking and vaping.

Per State Statute, no smoking is permitted within 25 feet of any public entrance to the facility. Smoking on Expo grounds will be permitted in designated areas only.

CLEANING: It is the responsibility of the Lessee to make sure the rented area is clean of all trash, debris and decorations, including streamers and/or confetti. Lessee is **NOT** required to clean bathrooms, take out trash, mop, sweep and vacuum or put away tables and/or chairs. Excessive cleaning by Expo staff may result in forfeiture of security deposits. The Expo Center Manager shall have the sole right to collect and have custody of articles left in the building by persons attending any event held in conjunction with this lease or otherwise. These articles will be held for thirty (30) days and then, upon expiration of thirty (30) days, if not recovered by owner thereof, the articles shall be considered abandoned and disposed of by Expo Center personnel.

SECURITY DEPOSIT: A security deposit will be required when booking an event at the Expo Center. Security deposits are separate payments from the initial rental deposit and remaining balances. Security deposits are required for all rentals and will be fully refunded without facility damage or violations to contract. SECURITY DEPOSIT WILL NOT BE RETURNED IF EXCESSIVE CLEANING IS NECESSARY AFTER AN EVENT. The following is a fee schedule for security deposits:

Expo Hall/Entire Building	\$500.00
Downstairs Room 100	\$100.00
Downstairs Room 103	\$300.00
Upstairs Rooms	\$50.00/room
Alcohol Deposit (all rooms)	\$200.00

INITIAL DEPOSIT: An initial rental deposit is required to reserve a room or date, 50% of the total rental rate is required at the time the contract is signed. Remaining balance is to be paid within 30 days before first scheduled date. No event will be held, or date removed from availability until the full deposits are made.

OBLIGATIONS OF LESSOR: Lessor shall be responsible for:

- Opening of facilities at the beginning of each use covered by this agreement and to secure the facility at the end of each such use.
- Providing at least one staff member to be present during all events.
- Providing all standard utility services, including trash, electricity, water and sewer.
- Providing maintenance personnel to make emergency repairs in the event of facility malfunction.
- Providing ordinary and usual maintenance to the facilities.
- Any additional costs for items/services added to final invoice in accordance with current rates.

RENTAL COLLECTION: If for any reason rental is not paid as stipulated above, it is agreed that any box office receipts in the possession of Southeast Expo Center, or the lessee's designated ticket agent will be immediately applied to the payment of said rent and lessee waives all rights to that portion of the box office receipts necessary to pay said rental. Lessee shall furnish Pittsburg County and the Expo Center, a true and accurate copy of the ticket printer's manifest before the event. In all cases, Pittsburg County and the Expo Center shall require that a properly executed contract be in effect and the prescribed rental and security deposits be paid in full before authorizing a ticket sale to commence. Pittsburg County and the Expo Center shall further have the right to count all unsold tickets after each performance. Lessee shall furnish a box office statement after each event. In the event suit or action is instituted, Pittsburg County and the Expo Center shall be entitled, in addition to the costs and disbursement provided by statute, to such additional sums as the court may adjudge reasonable for attorney's fees to be allowed in said suit or action.

PLEASE NOTE: THERE WILL BE A 2.5% SURCHARGE ADDED TO CREDIT CARD PAYMENTS

No meetings, parties, etc. will be allowed to take place if rental is not paid in full. **WARNING: IF YOU SHOW UP THE DAY OF YOUR EVENT AND THE RENTAL HAS NOT BEEN PAID PRIOR TO, YOU WILL NOT BE ALLOWED TO HOLD YOUR EVENT.**

WAIVER OF RENTAL FEES: Pittsburg County will not waive any rental fees to any organizations. Pittsburg County will consider partnering with organizations for educational and economic development projects, if the project is open to the residents of Pittsburg County and no fee is charged to the residents of Pittsburg County. Any request for partnering must be made to Pittsburg County.

ACKNOWLEDGMENT & AUTHORIZATION

I have read and agree to abide by this Agreement and accompanying rules and regulations as set forth by Pittsburg County. I further agree that it is my responsibility to inquire with the City of McAlester regarding ordinances or permits pertaining to the City of McAlester.

LESSEE

DATE

EXPO ADMINISTRATION

DATE