



Rental Information

Event Date: _____
Event Time: _____
Event Set-up Date & Time: _____
Responsible Party: _____
Organization/Company: _____
Address: _____
Phone: _____
E-mail: _____
Estimated # in Attendance: _____
Booking Date: _____
Type of Event: _____

Notes:

Check List

- _____ ½ of Rental due upon signed contract
- _____ Signed Contract
- _____ Signed Operational Policies
- _____ Signed Health/Concession/Catering Agreement (if required)
- _____ Signed Notice of Police Security Form (if required)
- _____ Security Payment (if required)
- _____ Signed Alcohol policy (if required)
- _____ Non-profit certification letter (if required)
- _____ Event Website Calendar & Marquee Form
- _____ Final Payment (Due 30 days prior to date of event)
- _____ Event Layout/Diagram (Due 30 days prior to date of event)
- _____ Marquee Information

Summary of Expenses

\$ _____	Total Balance (Includes additional rooms, equipment, additional hours)	
\$ _____	50% of rental due with signed contract (Due date of signed contract) Damage/	Date Paid: _____
\$ _____	Clean up deposit (Due 30 days prior to date of event)	Date Paid: _____
\$ _____	Police Security (Due 30 days prior to event with completed form)	Date Paid: _____
\$ _____	Sound Tech (Due 30 days prior to event)	Date Paid: _____
	Remaining Balance Due (Due 30 Days prior to event)	Date Paid: _____

**Marshall Convention Center 2501 E End Blvd S Marshall, TX 75672
Phone: 903.935.4414 Fax: 903.935.0538**

THE STATE OF TEXAS
COUNTY OF HARRISON

This agreement is made and entered into this Current Date, by and between the City of Marshall, Texas, a municipal corporation acting by and through its duly authorized representative, herein called LESSOR, and _____ hereafter called LESSEE.

Witnesseth:

I. That upon the terms and conditions expressed 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 following described space and premises located in the City of Marshall, Texas, to-wit: _____(hereinafter referred to as "facilities"), to be used for the purpose of _____and for no other purpose without the written consent of the Lessor for a term commencing on _____ and ending on _____ including all periods for set-up, decorating, rehearsal and cleanup by the Lessee.

II. Lessee hereby covenants and agrees to pay Lessor, for the use of said premises and all fees associated.

Payment of the total amount of said rent and any such additional charges shall be made as follows:

1. Fifty (50) percent of the rent shall be paid upon the signing of this lease, and the other fifty (50) percent shall be paid at least thirty (30) days prior to the first occupancy. In the event Lessee fails to perform this agreement or any of the terms hereof, any payments made will be forfeited.
2. The damage/clean up fee shall be paid at least thirty (30) days prior to the first occupancy.
3. All charges for the use of City facilities shall be paid at least thirty (30) days prior to the first occupancy.
4. Lessee further covenants and agrees to pay to Lessor on demand any and all sums which may be due to Lessor for additional services, accommodations or materials furnished to or loaned to Lessee. Lessor reserves the right to refuse rental of facilities unless full payment is made as stipulated in this paragraph.
5. Payment shall be made by check, cashier's check, Visa, Master Card, Discover or cash.

IV. This agreement is made and entered into upon the following express covenants and conditions, all and every one of which the Lessee hereby covenants and agrees to and with the Lessor to keep and perform:

1. Every obligation of either party to this contract shall be fully performed in Harrison County, Texas.
2. In the event the Lessor must cancel Lessee's event due to a force of nature or act of God a full refund of all payment made may be issued at the discretion of the MCC Manager, City Manager or appointed staff. Lessee may cancel this contract during the period between the date of this agreement and sixty (60) days prior to the commencement of the lease period, a refund of 50% of payment made towards the balance shall be refunded. 25% refund of payment made towards balance shall be given if cancelation notice is given less than thirty (30) days prior to the date of commencement.
3. Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the premises hereinabove specifically described for the purpose and the term aforesaid, including corridors necessary to accommodate patrons and restroom conveniences customarily open to the general public.
4. Where applicable, Lessor shall furnish, at Lessor's expense, heat, water, lights and air conditioning necessary for the Lessee's use during the term of this contract deemed necessary by Lessor, except that Lessor shall not be responsible for or liable to Lessee for any loss resulting from any lack of heat, water, lights or air conditioning due to an act of God or the failure of equipment to operate or function properly through no fault or act of Lessor. Certain facilities or events may require payment for electrical power and/or water.
5. Lessor shall furnish all janitorial service it deems necessary and cause the premises hereinabove described to be kept clean and generally cared for during the term of this contract. Any additional cleaning requested by Lessee or made necessary by reason of Lessee's use of the facilities above normal cleaning requirements as determined by Lessor shall be done at Lessee's expense and shall come from the clean up/damage fee. Any additional cleaning not covered by the cost of clean up/damage fee will be done at the Lessee's expense. In the case any of the facility is damaged by Lessee or their guests, repairs will be made at the Lessee's expense through the use of the clean up/damage fee. In the case the repairs exceed the amount of the fee; the remaining repairs will be at the Lessee's expense.
6. In case the premises covered by this agreement, or the building of which such premises are part be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other causes herein specified shall render the fulfillment of this contract by Lessor impossible, then the term of this contract shall end and Lessee shall be liable to pay rent only up to the time of such termination and Lessee hereby waves and release any claim for damages or compensation on account of such termination.

7. Lessor, through its designated representatives, shall have the right at any time to enter any portion of the premises hereinbefore described for any purpose whatsoever and the entire facility, including the premises expressly covered by this agreement shall at all times be under the charge and control of the Lessor. The keys to the premises shall remain in possession of the Lessor but during the period covered by this agreement, the entrances and exits of the premises shall be locked and unlocked under the direction of the Lessee in accordance with the terms of this contract provided.
8. Lessor will furnish electricity and lights according to the present openings in the premises covered by this agreement.
9. Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said Lessee, or with the consent of said Lessee's employees, or any person acting for and on behalf of said Lessee.
10. Lessee shall represent the exact purpose for which the premises are being rented in the rental agreement and any misrepresentations shall be grounds for immediate cancellation by the Lessor.
11. Lessor reserves the right at all times to require Lessee to remove from the premises any animals, furniture, fixtures, wiring, exhibits or other things placed therein or permitted to be placed therein by Lessee without consent of the Lessor and to terminate this contract without notice or damage.
12. No decorations shall be placed in or on the building, walls or corridors, nor shall any advertising signs be supported by nails, tacks, screws or pressure sensitive type tape on walls without approval of the Lessor. All decorations shall be of nonflammable materials and shall conform to the regulations and ordinances of the City of Marshall.
13. The Lessee shall be liable for all damage to buildings and equipment.
14. Lessee shall indemnify and save Lessor harmless from all loss, cost and expense arising out of any liability or claim of liability for injury or damages to persons or property sustained or claimed to have sustained by anyone whatsoever by reason of the use of acceptance of the facilities hereinabove described, or by any act or omission of Lessee or any of its agents, employees, guests, patrons or contractors.
15. It is understood and agreed that in on event will the Lessee, his agents or guests, bring into the facilities any food, weather prepared or unprepared, or beverages of any kind without the consent of the Lessor having been first obtained.
16. Lessee shall comply with all laws of the United States and the State of Texas, all ordinances of the City of Marshall and all rules and requirements of the Police, Health and Fire Departments, policies of the Marshall Convention Center or other municipal authorities of the City of Marshall and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this agreement in violation of any such laws, ordinances, rules or requirements and if the attention of Lessor is called to any such violation on part of said Lessee, or any

person employed by or admitted to said premises by said Lessee, such Lessee will immediately desist from and correct such violation.

17. Lessor assumes no responsibility whatsoever for any property placed in or on said premises and said Lessor is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to persons or property that may be sustained by reason of the occupancy of said premises under this agreement; and all watchmen or other protective services described by the Lessee must be arranged for by special arrangement with Lessor.
18. Lessee shall not assign this agreement, or any part thereof, nor suffer any use of said premises other than herein specified, without the written consent of the Lessor.
19. Any matter not herein expressly provided for shall rest solely within the discretion of the Lessor.
20. Lessor reserves the right to control parking on City-owned property.
21. Lessee agrees to provide event security in a quantity and having qualifications in accordance with the requirements of the Lessor and facility.
22. It is understood that the premises are owned by the City, and that any discrimination by Lessee, its agents or employees, on account of race, sex, color, religion or national origin, in the use or admission to premises is prohibited.
23. Violation by Lessee of any covenant, agreement or condition herein shall be cause for termination by City, in which case Lessee shall not be entitled to any refund of any facility rent payment made. In addition, the City may likewise cancel this agreement if the Lessee should, prior to the date of occupancy hereunder, violate any covenant, agreement or condition in any other agreement which the Lessee might have for the lease of City Facilities. Written notice of such cancellation will be given to the Lessee by the Manger of the Center.
24. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the leased premises either prior to, during or subsequent to the term of this lease, City acting for the accommodation and sole benefit of the Lessee and shall not be liable for any loss, damage or injury to such property unless caused by the gross negligence or bad faith of the City.
25. All broadcasting and televising privileges are hereby reserved by the City and all receipts obtained or broadcasting and televising shall belong to the City; Lessee shall not broadcast or permit to broadcast by radio-telephone, transmission by wire or otherwise, from premises hereby leased, unless the consent of the City in writing first is had.
26. Lessee must comply with all applicable provisions of the Americans with Disabilities Act. For any event open to the public, Lessor reserves the right to remove chairs in areas without reserved seating as necessary to provide accessible seating for attendees in wheelchairs, whether or not required by the Americans with Disabilities Act.
27. Lessee shall comply with requirements of Attachments which are attached and made a part of this agreement for all purposes.

V. This agreement and attachment hereto contain the entire contract between the parties and cannot be changed or supplemented except by written agreement signed by the parties. Unless otherwise recited herein, it is understood and agreed that the Lessee named herein is real party in interest as such Lessee and is not acting for or on behalf of any undisclosed principal, and if it shall hereinafter appear that the named lessee is not the real party in interest or is acting for a previously undisclosed principal, the fact shall be grounds for immediate cancellation of this lease or any remaining force thereof without liability on the part of the City.

VI. Nothing hereinabove or elsewhere in this agreement shall in any manner be deemed to create a partnership relationship between the City and Lessee.

In WITNESS WHERE OF, the parties

Company Name and The City of Marshall have caused these presents be signed in duplicate the day and year above stated.

City of Marshall, Texas

BY: _____
"LESSOR"

Representative

By: _____
"LESSEE"

Facility Rental Fees

Room	Details	Rate
Caddo Hall	10,032 Sq. Ft. (76x132) Accommodates up to 700 theater seating Accommodates 700 banquet seating	\$550 (8 hours) Regular & Weekends (Fri-Sun) \$450 (8 hours) Non-Profit Rate \$500 (8 hours) Weekday Rates (M-Th)
Theater	Accommodates 1,600 people 40ftx40ft stage Sound and lighting equipment Dressing rooms & green room included projection screen on stage	\$650 (8 hours) Regular & Weekends (Fri-Sun) \$550 (8 hours) Non-Profit Rate \$600 (8 hours) Weekday Rate (M-Th) \$325 1/2 day rental (4 hours max)
Caddo East or West	5,016 Sq.Ft. (66x76) Accommodates 350 banquet seating Accommodates 400 theater seating	\$375 (8 hour) Regular & Weekends (Fri-Sun) \$300 (8 hours) Non-Profit Rate \$325 (8 hours) Weekday Rate (M-Th)
Little Cypress	2,112 Sq. Ft. Accommodates 50 banquet seating Accommodates 75 theater seating	\$225 daily (8 hours) Regular & Weekends (Fri-Sun) \$175 (8 hours) Non-Profit Rate \$200 (8 hours) Weekday Rate (M-Th)
Big Cypress	3,432 Sq. Ft. Accommodates 150 banquet seating Accommodates 200 theater seating	\$275 daily (8 hours) Regular & Weekends (Fri-Sun) \$225 (8 hours) Non-Profit Rate \$225 (8 hours) Weekday Rate (M-Th)
Bluebonnet Meeting Room	800 Sq. Ft. Accommodates 50 classroom seating Projector screen in room	\$75 (4 hour rental)
All-American Meeting Room	840 Sq. Ft. Accommodates 50 classroom seating Projector screen in room	\$100 (4 hour rental)
Seven Flags Meeting Room	990 Sq. Ft. Accommodates 50 classroom seating Kitchenette in room	\$100 (4 hour rental)
Combined Seven Flags & All-American	1,830 Sq. Ft. Accommodates 100 classroom seating	\$200 (4 hour rental)
Stagecoach Room	600 Sq. Ft. Accommodates 40 Classroom seating	\$75 (4 hour rental)
Lobby	2,600 Sq. Ft. Common Space	\$200 daily (8 hour max) Available only if one event in facility
Parking Lot	Used only for display - Boat Show, Car Show etc.	\$400 (8 hour max)
Entire Facility	Rental of entire facility includes Caddo Hall, Lobby, Kitchen, Theater	\$1,550 (8 hour max)

Equipment Charges

Item	Fee
Stage	\$10.00
Podium	\$5.00
Microphone	\$5.00 each
Projector (portable)	\$15.00
Sound System	\$15.00
Dry Erase Board	\$2.00
Kitchen	\$150 (Per Day)
Ticket Office	\$25.00 (Per Day)
Concession Stand	\$25.00 (Per Day)
Portable Screen	\$10.00
(1) Coffee urn and supplies	\$15.00
Deposit for Damages/Clean Up Fee	\$400.00
Additional Time Requested	\$35.00 (Per hour)
Room Re-Set Fee	\$100.00
Theater Light & Sound Tech	\$20 (per hour)
Freight Storage	\$100.00 per day



NOTIFICATION OF POLICE PROTECTION REQUIRED

TODAYS DATE:

TO: Marshall Police Department

FROM: PATTY MUNDS, MARSHALL CONVENTION CENTER

EVENT LOCATION:

EVENT DATE:

EVENT TYPE:

HOURS NEEDED:

NUMBER OF OFFICERS:

CONTACT PERSON:

PHONE NUMBER:

EST. ATTENDANCE:

ALCOHOL PRESENT (CIRCLE): YES NO

FEES:

____ X ____ X ____ = \$ _____
NO. OF HOUR COST PER HR. OFFICERS TOTAL AMT. DUE

(Total amount due must be paid two weeks before your event otherwise it will be canceled.)

SIGNITURE _____ **DATE** _____

By signing this document you agree to pay the total amount due for police security before your event or it will be canceled. It is the renter(s) responsibility to make an exact CASH payment to the convention center to secure police security. Marshall Police presence is required for all events where alcohol is present. No exceptions.

If alcohol is being consumed \$35.00 an hour and the number of officers is 1 for 50 people attending, 2 for 100 and one officer per hundred people above 100. For example if 200 people will be in attendance it would require three officers.

Rate is \$30 per hour per officer if no one is consuming any alcoholic beverage per 100 guest

FOR USE BY MARSHALL POLICE DEPARTMENT

MPD: PLEASE SIGN AND RETURN COPY TO MARSHALL CONVENTION CENTER

SIGNITURE _____ **DATE** _____

Signature for payment _____ **Date** _____



Marshall Convention Center Operational Policies & Procedures

The following list represents a summary of City policies and requirements for events. We strongly advise the Lessee to contact the Marshall Convention Center (MCC) Manager or Staff thirty (30) days prior to the event to review the details of the plans for the event. The MCC Manager shall determine the classification of a particular event, whose decision is final, as it relates to determining such factors as insurance, non-profit status, police security, and catering /concessionaire requirements.

Advertisements... Lessee shall not circulate advertisements, tickets or any other written material in or on the MCC grounds, including the parking lot area, without written permission from the MCC Manager.

Air Conditioning and Heat... All thermostats are to be adjusted by Convention Center or City Staff only.

Alcohol Policy... No alcohol may be served or consumed at City facilities, including the MCC unless stipulated in the Lessee's contract. Anyone using the facility with alcohol and receiving a fee of any kind from the sell of alcohol must have a catering/liquor license from the Texas Alcoholic Beverage Commission in order to sell or serve alcoholic beverages on premises. The amount of alcohol consumed by any guest will be the responsibility of the lessee and not the responsibility of the MCC. BYOB events are permitted but only wine and beer may be present at these events. Liquor is only permitted when the Lessee has contracted with a provider holding the proper TABC license and is serving the alcohol. The lessee will be responsible for any liability arising as a result of allowing alcohol consumption. For questions about TABC compliance will find information through their website at www.tabc.state.tx.us The Lessee will be responsible for any liability arising as result of allowing alcohol consumption. (See security and insurance requirements)
See Attachment C for full MCC Policy.

Animals... No animal shall be brought into the facility, other than as required by disabled persons or for an event designated as an animal show, circus, rodeo, etc. without permission of the MCC Manager.

Automobiles... Automobiles will not be permitted inside the building unless written authorization has been given. In the event any automobile is for display, all fire regulations pertaining to exhibits must be strictly adhered to and followed. Liquid or gas filled vehicle fuel tanks or fill openings must be closed and sealed to prevent tampering. Under carriage protection for old and late model automobiles must be used at all times. There must be less than two (2) gallons of fuel of gasoline in each automobile. Every battery must be disconnected once inside the building and ignition keys must be removed and at display station.

Balloons... Balloons are not to be released or let go inside the MCC, whether on purpose or accident as they can cause fire alarms to sound. Lessee's should make every effort to prevent balloons from escaping decorations and alert staff immediately if a balloon has reached the ceiling.

Banners, Posters, Signs... These items are prohibited for distribution either inside or outside the facility. No signs, flyers or banners may be hung with adhesives or adhesive tape on inside or outside walls. Use of the low track and high track to hang signage or banners in Caddo Hall is allowed. The MCC staff can provide groups with track hangers. Outdoor signs and banners must be authorized by MCC Manager/Staff before installation.

Building Disfiguration... No holes may be drilled, cored or punched in the building. Painting is prohibited anywhere on premises. In an instance where there is risk of damage to carpeting, a protective coating must be used. Lessee is responsible for the repair or replacement of any damage or disfiguration to the facility.

Catering/Food... All food brought into the MCC must first be approved by the MCC Manager and The City of Marshall Consumer Health Group. Caterers must be an approved caterer by the City of Marshall or said caterer must apply for a temporary health permit through the Marshall Consumer Health Group. If a caterer is used, the Lessee and caterer must satisfy all City of Marshall Health Department provisions for permit. See Attachment B.

Cancelation... In the event the Lessor must cancel Lessee's event due to a force of nature or act of God a full refund of all payment made may be issued at the discretion of the MCC Manager, City Manager or appointed staff. Lessee may cancel this contract during the period between the date of this agreement and sixty (60) days prior to the commencement of the lease period, a refund of 50% of payment made towards the balance shall be refunded. 25% refund of payment made towards balance shall be given if cancelation notice is given less than thirty (30) days prior to the date of commencement.

Children... Children MUST have adult supervision while attending an event at the MCC. This extends during the entirety of the event. No exceptions.

Cleaning... Lessee shall leave the facility in the same clean, tidy condition in which it took possession including the parking lot. All trash shall be removed immediately to the outside dumpster after the event is over. No trash shall be left on the floor or tables; it should all be removed and placed into provided garbage bags. The time it takes to clean the leased area is part of the event time and if more time is needed, an additional fee will be charged at \$35 per hour as outlined in rental rates.

Clean up/Damage Fee... Lessee must furnish the City at least thirty (30) days prior to the event a cashier's check, check, credit card or cash in the amount of \$400.00 as a Clean up/Damage Fee. Should there be any damages to the facilities, grounds or parking lot, any clean-up other than is normally necessary for the restoration of the Center, or additional fees payable to the Lessor which may accrue as result of the use of the facilities, charges for the same shall be assessed by Lessor and such charges shall be deducted from the damage/clean up fee. Lessor shall provide Lessee with an itemized statement of any such charges. The fee or any remainder therefore, shall be refunded to Lessee within thirty (30) days of the end of Lessee's term of occupation. Nothing herein shall be construed as limiting Lessor's rights to pursue additional remedies against Lessee should Lessor's damages exceed the amount of the damage/clean up fee.

This fee will be refunded typically within 3 weeks after the event should facilities be returned in satisfactory condition and no additional charges accrue during the event.

Concessions fees... MCC will collect 10% of gross sales.

Confetti... Throwing rice, confetti, birdseed or rose petals is prohibited anywhere on the MCC premises.

Connecting To Any System... You must have written permission from the MCC Manager to connect to any of the facilities' electrical or communication systems. Lessee will be responsible for having a licensed technician to make connection and disconnection. Accessibility to equipment rooms and utility boxes is prohibited without authorization from facility official. MCC will make WiFi available to lessee & lessee's guests at their request.

Contractor Requirements... It shall be the responsibility of the Lessee to submit to the MCC Manager, in writing no later than thirty (30) days prior to the first move-in day, a list of the service contractors the Lessee intends to use. A contractor may be asked to provide certificate of liability insurance by MCC Staff.

Corridors and Hallways... Corridors and hallways are common space and are not part of any leased area. They may be used only with written permission from the MCC Manager. Plants, if any are present, are permanent fixtures. They may not be moved and may be leased for individual events only with permission from MCC staff. It will be the responsibility of MCC Staff to place plants, etc., in appropriate storage until after the event.

Decorating... Decorations will not be attached in or on the building or equipment without the approval of the Lessor. Decorations or signs may not be attached by nails, tacks, staples, screws or pressure sensitive tape. Decorations or signs may be hung from the hanging track in Caddo Hall at MCC. All decorations must be of non-flammable materials. All equipment, decorations and personal items must be removed by the end of the contract period unless prior arrangements have been made with MCC Manager. All decorations are subject to Fire Marshall Inspection for approval.

Electrical equipment... All electrical equipment must be U.L. and City of Marshall approved. Accessibility to equipment rooms and utility boxes is prohibited without authorization from a facility official.

Equipment...All MCC equipment not secured by contract is available on a first-served basis contingent upon the date of receipt of the setup floor plan. Lessee must be prudent when stacking items or equipment on tables, stages or chairs. Lessee must use good judgment in weight distribution. Tables, chairs and stages are designed for minimum amount of weight and items or equipment should be distributed evenly over them to prevent overloading.

Exit Doors/Aisle Space... A 10' clearance on both sides (egress and ingress) with no physical obstruction must be maintained at all times. All Exit doors must remain unlocked during all show hours.

Event Accessibility...The MCC staff must have complete accessibility to all meeting areas, kitchen areas, corridors and hallways before, during and after all events. The MCC Manager must authorize in writing any exclusivity to an area.

Fees...Full payment is required at least thirty (30) days prior to event.

First Aid...At the discretion of the MCC Manager, Lessee may be required to provide certified first aid personnel during the lease term for an event. Any accidents or incidents requiring first aid treatment must have a written report and a copy filed with the MCC staff before close of business day.

Flammable Liquids...Flammable liquids such as, but not limited to, gasoline, kerosene, bottled gas and oil are not permitted inside the facilities of the MCC.

Flammable and Volatile Materials...All such materials, including materials under high pressure, are prohibited unless approved in writing by the Marshall Fire Department and the MCC Manager.

Fire codes and “Open Flames”... Section 308 states Candelabras with flame-lighted candles shall be securely fastened in place to prevent overturning, and shall be located away from occupants using the area and away from possible contact with drapes, curtains or other combustibles. Candles shall be prohibited in areas where occupants stand, or in an aisle or exit. Hand-held candles shall not be passed from one person to another while lighted. Open-flame devices are allowed to be used in the following situations, provided approved precautions are taken to prevent ignition of a combustible material or injury to occupants: Where necessary for ceremonial or religious purposes in accordance with Section 308.3.1 where candles on tables are securely supported on a substantial noncombustible bases and the candle flames are protected.

Floor Plans...A diagram/layout/floor plan must be submitted and approved, allowing adequate aisle space required by the Marshall Fire Department (5’minimum), at least thirty (30) days prior to the first day of set-up. Floor plans must be drawn as close to scale as possible with service contractor equipment, primary entrance, concession area(s), and meeting area(s) on show floor or activity rooms indicated. The area will be set up by MCC staff according to specifications if floor plan is provided thirty (30) days prior to the event. Failure to have floor plan available as required absolves the Lessor of the responsibility to have adequate personnel scheduled for setup. Due to allocation of equipment and manpower, only minor changes can be made regarding the original floor plan once it is received by the Lessor. Requests for major changes in the setup may be subject to additional fees as outlined in fee schedule. Floor plans are subject to review and approval of the Fire Marshall.

Freight...All pre-event freight must be signed for by the Lessee or designated person. Lessee or designated person is responsible for sending all post event freight out of the facility. Any freight left on premises after the specified lease time will be stored by the MCC Staff and Lessee may be charged storage free of \$100.00 per day. The City of Marshall will not be held liable for any pre or post event freight.

Health Permit...All vendors that will be serving food or beverages to the public in the Marshall Convention Center or on the grounds of the Marshall Convention Center must make contact with the City of Marshall Health Department at 903.935.4427 thirty (30) days prior to the scheduled event. Failure to make contact and secure a temporary food permit may result in food or beverages not being allowed at the event. No one may operate a Temporary Food Service Establishment without a valid permit issued for the date(s) of the event. The Temporary Food Service Permit must be conspicuously posted in view of the public. Failure to comply with the requirements of the City of Marshall Health Code may result in the filing of charges in court and/or suspension of your Temporary Event Permit. Food not approved may not be served. No home preparation or storage is allowed for temporary events that are permitted by the Health Department. Fees for Temporary Event Permits must be paid directly to the Health Department and are non-refundable. See attachment B, Temporary Health Permit.

Hanging or Ceiling Rigging...Nothing may be hung, attached or suspended from any part of the facility without the express written consent of the MCC Manager.

Holidays...The MCC will not be leased on Easter, Christmas day or Thanksgiving.

Hours of Operation... The MCC's office hours are Monday- Friday 8 am- 5 pm. The facility can only be leased between the hours of 8 am- 12 am.

Lease Requirements... Lessee must be 21 years of age with a valid driver's license or state issued ID to lease the facility.

Lobby... The MCC Lobby is a shared space and is not to be used as a play space. Guests, including children, must remain in the rented area during the duration of the event with the exceptions: going to and from outside, to and from the restroom and to and from any other rented space. The lobby is not a space for playing, running, roughhousing at anytime. The space can be used as a gathering space or display space for a fee only if there is not a conflicting event in another rental space in the facility. MCC Staff will notify lessee of availability 30 days prior to your event with information.

Lost/Damaged Articles...All items that are left after an event will be kept in the MCC office area for a period of thirty (30) days. The City of Marshall will not be held responsible for these items in any way. The City of Marshall is not responsible for vehicle damage or theft.

Marquee...Events scheduled for the MCC have sole use of the marquee. Information must be turned in thirty (30) days prior to an event. In the case of multiple events at the MCC, the marquee must be shared by the various events. City Staff reserves the right to display important messages to the public through the use of the marquee at any time. MCC Staff & The City of Marshall have final say over the wording used on the Marquee.

Music Franchise Fee...It is the responsibility of the Lessee to pay all fees required by ASCAP/BMI. Fees should be paid directly to ASCAP/BMI.

Non-Profit Rate...To receive non-profit rates on leased spaces a non-profit 501 (c) affirmation letter from the IRS must be presented. The event held at the MCC must match the information listed on the designation letter.

Outdoor Signage...Only community events are allowed to have banners and signs. A community event is defined as an event that is open to the public for the purpose of amusement, recreation or education. These signs may be installed ten (10) days prior to and must be removed no later than one (1) week days after the event. Signs are not allowed in the right-of-way, which is property between the back of the curb and the property line. Signs are also not allowed on the telephone poles. Any signs found in the right-of-way or on telephone poles are subject to immediate removal by the City of Marshall.

Overnight...The MCC does not allow patrons, guests, Lessee's or those contracted by the Lessee to stay inside the MCC overnight. Guests may stay overnight on the premises in the parking lot only with prior approval from the MCC Manager.

Parking Lots...The MCC parking lots may not be used for commercial exhibits, displays, promotions, etc. without the express written consent of the MCC Manager. If permission is granted the Lessee must not drill, bore and/or punch any type of hole in the surface of the parking lot. Lessee will also leave the parking lot area clean and all trash shall be removed. Any damage to the landscaping in and around the parking lot will be replaced at the cost of the Lessee. Lessee may not charge for parking. MCC does not allow the use of the parking lot for carnivals or circus'.

Permits/Permission...It is the sole responsibility of the Lessee to obtain the necessary permits/permission for their event. This includes, but is not limited to, health permits, pyrotechnics, music licensing, etc.

Recreational Vehicle Parking...RV parking will be permitted only to those associated with a MCC event. Recreation vehicles and tow vehicles must remain on parking lot surface at all times and adhere to MCC rules and regulations relating to RVs.

Security...The MCC requires a minimum of one (1) off duty, uniformed; City of Marshall police Harrison County Deputy/Constable or State Trooper may be required for every one hundred (100) at any event at the Marshall Convention Center. MCC Staff & Management reserves the right to determine if police presence is necessary during any scheduled event at the MCC. Marshall Police security will be contracted through the Marshall Convention Center. All fees are to be paid to the Marshall Convention Center in exact cash, at the rate determined according to the fees set forth by MPD and laid out in the fee schedule, thirty (30) days prior to event. See Police Security Attachment D for details. All other security and fees must be contracted directly through the entity. Convention Center staff will require the names, contact information of hired Harrison County Deputy/Constable or State Trooper thirty (30) days prior to event.

Set up/Rehearsal/Decorating...This time should be included in the eight (8) hour rental of the space for the date of the rental. Preferred set up time is during business hours of 8 am- 5 pm Monday – Friday. Manager approval is required for use of facility before or after normal business hours. If you require additional time outside of the eight (8) hour window of rental time a fee of thirty-five (\$35) dollars per hour will incur.

Smoking...The MCC is a smoke-free facility. Outside smoking is permitted in designated areas only. Additionally, Lessee must be responsible for actions of attendees as it relates to facility policies, City Ordinances and state regulations.

Sound & Light Tech... The MCC requires that lessee only use the technician contracted with the City of Marshall when leasing the Theater. Only this technician may use/run/program the light and sound board, and have access to equipment and storage rooms in the Theater. Lessee will be charged a rate of \$20 per hour as laid out in the fee schedule. This fee will be paid to the MCC Office and included into your rental.

Sterno... Sterno's may be used as the method to keep food warm; the sterno must be stationary and not rolling on a cart at any time.

Storage...Lessee may not store equipment of any kind in or on the grounds without written permission of the MCC Manger. (See Freight) The MCC is not responsible for any damages to items stored in facility.

Theater... No food or drink may be served or consumed in the theater. The Green room is made available to lessee renting the theater.

ATTACHMENT "C"
MARSHALL CONVENTION CENTER
ALCOHOLIC BEVERAGES POLICY

All events held at the Marshall Convention Center must comply with the Texas Alcoholic Beverage Commission guidelines. Those attending a function can bring beer or wine (BYOB) but NO LIQUOR may be brought by and consumed by a guest or lessee. The renter can have an entity with a "private club permit", NOT A BARTENDING LICENSE, provide bar services. Liquor may only be present if entity with a "private club permit" is providing bar services.

1. Only authorized individuals are permitted to deliver alcoholic beverages onto the premises or remove them from the premises at the conclusion of the event.
2. All dispensing of alcoholic beverages must be from an open, formal bar or a designated bar area. The Center Manager must approve the method and location for dispensing alcoholic beverages. Proper TABC license or permit is required.
3. Alcoholic beverages shall only be consumed in the area(s) rented to the LESSEE and is not permitted in restrooms, common spaces, cars, or parking lots.
4. All persons must dispose of their drinks before leaving the specific rented area(s). At no time shall anyone leave the Center premises carrying alcoholic beverages.
5. Not for profit organizations may have a cash bar if all TABC regulations are met.
6. The amount of alcohol consumed by and guest (s) will be the responsibility of the Lessee and not the responsibility of the Marshall Convention Center. The Lessee will be responsible for any liability issues arising as a result of allowing alcohol consumption.
7. At no time shall alcohol be served to individuals younger than twenty-one (21) years of age.
8. Non –alcoholic beverages, (soda, juice, water) shall be made available for the duration of the event where alcohol is served or present.
9. Alcohol beverage service must end thirty (30) minutes before the end of the event.

When alcohol is present a minimum of one (1) uniformed Marshall Police Officers (determined on individual basis and type of event) must be present for every one hundred people in attendance. Convention Center Management will coordinate with renter the number of officers needed, their required time and cost. Any changes to this policy must be approved by the Marshall Convention Center Manager and the law enforcement agency providing security.

These policies have been adopted to adhere to state law, city ordinances, to promote public safety and success of the event. Violations of this policy will result in termination of the event.

State Alcoholic Beverage Code, Section 105.06 – Illegal Public Hours of Consumption:
Monday – Saturday 12:15 a.m. to 7:00 a.m. Sunday 1:15 a.m. to 7:00 a.m.

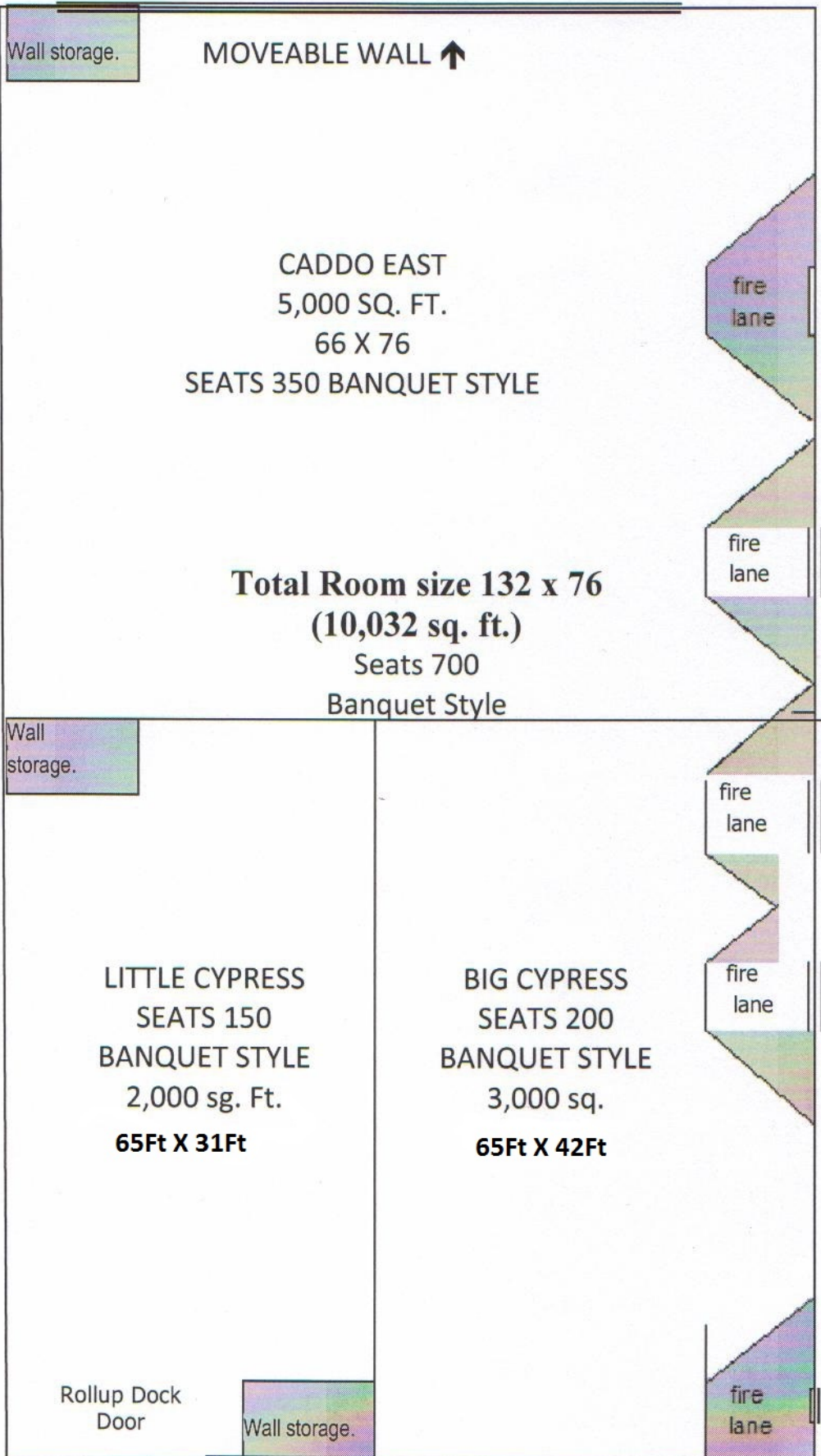
The Tyler, Texas office of the Texas Alcoholic Beverage Commission can be reached
for questions at (903)939-0481.

I, _____ have read and will adhere to these policies.
Event Name: _____ Event Date _____
Event Contact: _____
Convention Center Manager/Convention Center Staff: _____

Events Security

No Alcohol		Cost per hour	With Alcohol		Cost per hour
Police Security 1-49 guests w/no alcohol no officer required		\$0	Police Security-1-99 guests w/ alcohol (1 officer)		\$35 per hour, per officer
Police Security- 50-99 guests w/no alcohol (1 officer)		\$30 per hour, per officer	Police Security 100-199 guests w/ alcohol (2 officers)		\$35 per hour, per officer
Police Security- 100-199 guests w/no alcohol (2 officers)		\$30 per hour, per officer	Police Security 200-300 guests w/ alcohol (3 officers)		\$35 per hour, per officer
Police Security 200-300 guests w/no alcohol (3 officers)		\$30 per hour, per officer	Police Security 300-400 guests w/ alcohol (4 officers)		\$35 per hour, per officer
Police Security 300-400 guest w/no alcohol (4 officers)		\$30 per hour, per officer	Police Security 400-500 guests w/alcohol (5 officers)		\$35 per hour, per officer
Police Security 400-500 guests w/no alcohol (5 officers)		\$30 per hour, per officer	Police Security 500-600 guests w/ alcohol (6 officers)		\$35 per hour, per officer
Police Security 500-600 guests w/no alcohol (6 officers)		\$30 per hour, per officer	Police Security 600-700 guests w/ alcohol (7 officers)		\$35 per hour, per officer
Police Security 600-700 guests w/no alcohol (7 officers)		\$30 per hour, per officer	Police Security 700-800 guests w/ alcohol (8 officers)		\$35 per hour, per officer
Police Security 700-800 guests w/no alcohol (8 officers)		\$30 per hour, per officer			

E
lobby



Wall storage.

MOVEABLE WALL ↑

CADDO EAST
5,000 SQ. FT.
66 X 76

SEATS 350 BANQUET STYLE

fire
lane

66

N

Total Room size 132 x 76
(10,032 sq. ft.)

Seats 700

Banquet Style

fire
lane

132

Center line
Cement
Floor

Wall
storage.

fire
lane

LITTLE CYPRESS
SEATS 150
BANQUET STYLE
2,000 sq. Ft.
65Ft X 31Ft

BIG CYPRESS
SEATS 200
BANQUET STYLE
3,000 sq.
65Ft X 42Ft

fire
lane

66

Rollup Dock
Door

Wall storage.

fire
lane

cement expansion
joint (not centered)

W