

POLICIES AND PROCEDURES FOR EVENTS WITH ALCOHOL SALES AT ELK CITY CIVIC CENTER

RESERVATION PROCEDURES FOR EVENTS AT CIVIC CENTER WITH ALCOHOL SALES

A. These policies and procedures address events with alcohol sales at the Elk City Civic Center ("Center"). The City of Elk City and Elk City Convention & Visitors Bureau as "lessor" and the person, firm or entity seeking to lease the Center as the "lessee".

B. The "Event Agreement Form" must be completed by the lessee, along with a non-refundable deposit in the amount of 50% of estimated cost, before a reservation will be processed and confirmed. Scheduling the space without an agreement of payment will not secure the facility for use. This requirement will be met when the lessor has received the signed agreement that includes the details of the event, along with the deposit. All forms and deposits must be filed at the lessor's office no later than 60 days prior to the event, or immediately upon booking if less than 60 days. Checks should be made payable to "City of Elk City"

C. The lessor reserves the right to charge for all appropriate fees in the event a confirmed reservation is canceled less than 48 hours prior to the scheduled event. All events canceled more than 48 hours in advance of the scheduled event will not incur additional charges beyond the non-refundable deposit fee.

D. All charges for use of the Civic Center must be paid in full 48 hours prior to commencement of the event.

E. The lessor reserves the right, if necessary, to assign or reassign meeting rooms or exhibit areas in order to accommodate the combined needs of the lessee. Considerable care will be given to ensure comparable meeting space. If changes are necessary, the lessee will be consulted at least 48 hours in advance of the event, unless a shorter notice is required due to unforeseen circumstances.

F. The lessee and/or its related Meeting Planner agree to be responsible for any damages or extraordinary cleaning required resulting from the use of the center.

G. The scheduled event shall be confined and take place only in the space leased. All additional space used shall incur additional fees.

H. No event may continue past 2:00 a.m. and all guests will be asked to leave promptly if an event is scheduled until this time. Clean up must be complete by 2:00 a.m., unless otherwise agreed upon in writing.

I. A permit must be purchased from the City of Elk City in the amount of \$100.00 to consume alcohol or beer at the civic center.

CATERING

All food and beverages must be served by a caterer approved by the lessor.

EVENT ACTIVITIES

A. Food and drink are restricted to dining areas, except for pre-dinner cocktails when pre-arranged.

B. No stapling or tacking of linens or decorations to any fixtures or furnishings is allowed.

C. No banners, placards, or other materials can be attached to the walls, ceiling, or floors, without the use of approved installation devices supplied by the lessor.

D. No combustible materials, open-flame candles or smoke machines are allowed in the center. No fireworks, including sparklers, are allowed at the center.

E. No hay or hay bales, glitter, water beads or confetti are allowed in the center.

F. All decorations or items owned by the lessee and or his meeting planner must be removed from the Center at the close of the event.

G. The lessor reserves the right to deny any activity or equipment usage that could, in the sole discretionary opinion of the lessor, damage the Center or its contents.

DAMAGED OR STOLEN GOODS

Neither the City of Elk City nor the Elk City Convention & Visitors Bureau shall be held responsible for any goods or materials brought into the center by lessee, Meeting Planners, outside contractors, guests or attendees if such items are damaged or stolen while at the Center.

CUSTODIAL SERVICE

A. Custodial service is provided Monday through Friday, 9:00 a.m. to 5:00 p.m.

B. An event requiring additional custodial service will incur a custodial fee.

SMOKING/TOBACCO USE

The Center is a clean air facility. Smoking, including electronic cigarettes, is not permitted within the Center. No tobacco use is allowed in any area of the center.

WEAPONS

All weapons, including knives and firearms, are prohibited from being carried on municipal property or within the Center. This includes individuals with a license to carry, unless employed by the lessor for security services.

POLICY REGARDING ALCOHOLIC BEVERAGES SOLD FROM FOOD TRUCKS

Low-point 3.2 beer may be served from food trucks during recognized City events only in plastic cups purchased from the Elk City Convention & Visitors Bureau. Operators of food trucks shall purchase a \$100.00 Permit from the City. All such low-point beer must be consumed entirely within a designated area immediately adjacent to the food truck.

REQUIREMENTS FOR EVENTS SERVING ALCOHOLIC BEVERAGES

A. The lessee sponsoring the event assumes responsibility for compliance with all State of Oklahoma laws and City ordinances governing the dispensing and serving of alcoholic beverages. The lessor must approve the contracted licensed supplier of alcoholic bar services.

B. No alcoholic beverages may be sold without a "special event license" available from the ABLE commission. A caterer having the required catering license to serve alcoholic beverages is required for public events offering "cash" bar(s), or public events requiring the pre-purchase of a ticket or the purchase of a ticket at the door of a public event or any public event that accepts donations.

C. Private events where alcoholic beverages are served shall be restricted to guests invited to the event and shall not be open to the public.

D. Only persons of legal drinking age may possess, be served or be permitted to consume alcoholic beverages (including beer). Signs to that effect must be conspicuously posted at the event. Under age persons are not to be allowed to consume alcoholic beverages. Absolute compliance is the responsibility of the lessee.

E. No City funds may be used to purchase alcoholic beverages.

F. When alcoholic beverages are served, non-alcoholic beverages and food must also be made available to guests.

G. Alcoholic beverages are only allowed within the designated area in which the event is being held.

H. When alcohol is brought in by guests:

- Re-entry with more alcohol will be allowed.
- Alcoholic beverages in original glass containers will be allowed onto the premises, but alcoholic beverages may not be served in glass containers.
- One additional CLEET officer will be required per every 150 guests. This is in addition to the standard CLEET officer requirements covered in paragraph (J) below.

I. The lessor reserves the right to control the time and length of an event in which alcohol is served but has no obligation to do so. The lessor further reserves the absolute right to deny service to individuals and to discontinue the service of alcohol at any time. Sale of all alcohol shall end thirty (30) minutes prior to the end time of the event.

J. A CLEET certified officer must be onsite when any alcohol is being served. The purpose of the CLEET officer during events serving alcoholic beverages is to maintain the integrity of the facility and enforce these policies and procedures. CLEET

officers are asked to arrive 15 minutes prior to the event time and to stay until all guests have vacated the building. The number of CLEET officers necessary is as follow:

- 1-150 guests requires 2 CLEET officers
 - 151-300 guests requires 4 CLEET officers
 - 301-450 guests requires 6 CLEET officers
 - 450-1000 guests requires 8 CLEET officers
 - 1001 + guests requires 10 CLEET officers
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- The number of guests used will be based on the number agreed for the final room set-up for the event and verified by the CLEET officers at the door. If the number of guests exceed the contract amount, additional officers will be called in and lessee will be billed by the Elk City Police Department.
 - CLEET Officers will be contracted by the lessor and approved by the Chief of Police. CLEET officers must be current serving members of an approved Law Enforcement organization.
 - Each CLEET Officer must be paid at a rate of \$25 per hour based on the contracted event start and finish time. This amount must be paid in exact cash to the officer no later than the start time of the event.

K. Alcoholic beverages are not allowed on City parking, except in a specifically designated area. A beverage tray sign will be posted indicating, "Open Alcoholic Beverages Must Be Left Here When Exiting The Building" at the exit.

L. These requirements may be changed or amended without any prior notice and as changed or amended, shall be effective immediately.

INDEMNIFICATION AND HOLD HARMLESS

That Lessee shall indemnify and save harmless the Lessor, its officers and employees from and against all loss, liability, damages, attorney fees, costs, litigation expenses, or other expense that may be incurred by reason of any accident, of any kind or nature, or misfortune, of any kind or nature, arising from or in anyway growing out of the use of the property, its improvements and appurtenant parking, or arising in any other way or any other time from the use of said premises by the lessee, its agents, invitees, employees, permittees or assigns.

LIABILITY INSURANCE

That lessee shall purchase an "Event" general commercial liability insurance policy in the minimum amount of \$1,000,000.00 per incident, protecting the lessee from claims including those concerning the provision of alcohol to persons, and which protects lessee from claims alleging injuries, including death or damage to real or personal property.

Proof of said purchase of such insurance with the lessor named as an additional insured shall be provided prior to commencement of this agreement.

CONSIDERATION

The parties hereto, acknowledge the receipt of consideration, paid one to the other, for this agreement

Date: _____

Lessor

By: _____

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Lessee: _____

By: _____
