



# PERMIT CONTRACT

April 1, 2019

between **Cleburne Conference Center ("Lessor")**,  
and  
**The Honorable Roger Harmon ("Lessee")**,

**Use: Government Officials Council of Johnson County**

**Permit #: 10765**

**Dates(s): Tue Jun 18 2019**

**Event Attendance: 60**

Subject to the Rules & Regulations contained herein, and obligated to the "Permit" provided, this Agreement is legally binding.

## ***Cleburne Conference Center Rules and Regulations***

Following are rules and regulations for use of the Cleburne Conference Center.

### **Room Rental and Services**

1. **Event attendees should not roam or loiter in the hallways so as not to disrupt other events in progress. Guests are the Lessee's responsibility.**
2. Children under the age of 12 must be supervised at all times.
3. Lessee is responsible for all post event clean-up to include removal of trash, decorations, and all food and beverage brought into the facility.
4. **In order to have any amplified music in the "A" building you must reserve both A1 room and A2 room so you don't disturb another group that might rent on of the rooms.**
5. The conference center kitchens are designed as prep kitchens only. They should not be used to prepare meals, only to heat, warm or cool items as needed. Only designated people will be allowed in the kitchen. Absolutely **NO CHILDREN under the age of 12** will be allowed. Lessee will be responsible for cleaning the kitchen after the event. Contact the Operations Manager or his/her representative regarding deposit (if required).
6. **Due to the fact that the conference center may have multiple events taking place at the same time it will be necessary to control sound levels at the event. Conference center staff will monitor sound levels so if there are any questions concerning this issue please check with them. Events that plan on using a band will need to meet facility requirements and prior notification to the Operations Manager will be required. Failure to meet these requirements may result in event cancellation.**
7. No holes may be drilled, cored or punched in the building. Painting is prohibited anywhere on premises. In any instance where there is risk of damage to the carpet, a protective coating, such as plastic, must be used. Lessee is responsible for the repair or replacement of any damage or disfiguration to the facility.
8. Banners, posters or signs are prohibited for distribution either inside or outside the facility. No signs, fliers, or banners may be hung with adhesives or adhesive tape on inside or outside walls. Banners must be hung by center staff.
9. **The following is a list of things which cannot be done or used on the conference center premises:**
  - a. **Glitter, hay, silly string, bounce house, piñata or confetti**
  - b. **No balloons**
  - c. **No tape may be used on the walls or floors.**
  - d. **Throwing of rice, rose petals, birdseed or the use of sparklers**
  - e. **Candles must be glass encased and cannot be left unattended at any time**
  - f. **No sparklers**
  - g. **No fog machines**
  - h. **Other restrictions may apply, check with the Operations Manager or his/her representative for additional restrictions**
10. Room temperature will be preset by conference center personnel. If you need it changed during your event, please contact a staff member.
11. All loading and unloading must be done through designated areas. Please contact the Operations Manager or his/her representative for directions.

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12. Lessee must assign a designated representative to be present at the conclusion of an event. Lessee or their representative is responsible for a final walk thru of the rented room (s) to ensure all areas are clean and all vendors (when applicable) have vacated. **All events will be subject to after hour fees when vendors or client exceed contracted hours. This may include forfeit of deposit.**
13. **Only certified sound and lighting technicians provided by the conference center will be allowed to operate the equipment in the performing arts center and a fee of \$25 per hour (minimum of 3 hours) will be charged and all fees must be paid prior to the event taking place.**
14. Corridors and hallways are considered common areas and are not part of any leased area. They may only be used with permission of the Operations Manager or his/her representative.
15. The Cleburne Conference Center staff must have complete accessibility to all event spaces, kitchen areas, corridors and hallways before, during and after all events. The Operations Manager must grant permission in writing for any exclusivity of any area.
16. All pre-event freight must be signed for by the lessee or designated person. Lessee or designated person must send all post event freight out of the center. Any freight left in the leased space after the leased time will be stored by the conference center staff and be charged a storage fee of \$100.00 per day. The Cleburne Conference Center will not be held liable for any pre or post event freight.
17. Lessee shall leave the facility in the same clean condition in which it took possession. **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.** Any cleaning performed by the Cleburne Conference Center will be billed to Lessee. Trash bags can be furnished by the center. All trash receptacles must have trash bags inside at all times.
18. Each room rental fee will include one room setup per event.
19. ½ day rates are based on a 5-hour period and full day rates are based on a 10-hour period. All events end at midnight and/or contracted time. No event can go past 12:00 am without permission of the Operations Manager. Any event going past the contracted time will be subject to forfeiture of deposit.
20. Set-ups and extra items are available as long as proper arrangements have been made, fees paid and proper paperwork submitted in a timely manner.
21. Signs and all items to be hung from any part of the building or premises are subject to approval by the Operations Manager.
22. Items may be hung by staff at a rate of \$25 per hour. All items must be approved with the customer being present when items are being hung. The customer must rent the facility prior to the event to ensure privileges.

#### **Vendors and Catering**

1. Events providing catered food or vendors giving food samples away must comply with current City of Cleburne Health Department health codes.
2. Concessions restrictions apply, please check with facility staff.

#### **Cancellations**

1. A date is not considered firm until a signed agreement and a deposit equal to the amount of the room rental is received by staff. Final payment must be received at least 2 weeks prior to first day of event. Failure to make payments may result in event cancellation.
2. **Notification of cancellation of an event must be received no later than 45 days prior to the event date to receive deposit back or approval of Operations Manager. Notification or cancellation given after this deadline will result in forfeiture of the entire deposit amount. Notification of cancellation must be given to staff in writing. All cancellations will be subject to a \$25.00 administrative cancellation fee.**
3. **The Operations Manager or City of Cleburne may cancel any event at any time for any reason.**

#### **Indemnities, Insurance, and Laws**

1. **Absolutely NO ALCOHOL, will be allowed in the facility except as authorized by the Conference Center alcohol policy.**
2. **Absolutely NO ANIMALS** will be allowed on premises other than those authorized by law.
3. No vehicle(s) including RV's and travel trailers are to be left on the premises overnight without prior permission of the Operations Manager or his/her representative. The Conference Center parking areas are not equipped for temporary electric power and there are not water/sewer facilities available.
4. All electrical equipment must be U.L. and City of Cleburne approved. Accessibility to equipment rooms and utility boxes is prohibited without authorization from the Operations Manager or his/her representative.
5. It shall be the responsibility of the Lessee to submit to the Operations Manager, in writing no later than 30 days prior to the first move-in day, a list of the service contractors the Lessee intends on using. All contractors must be properly licensed and permitted before they can enter the center. A contractor's certificate of insurance must be on file at the Cleburne Conference Center.
6. Flammable liquids such as, but limited to, gasoline, kerosene, bottled gas and oil are not permitted in the Cleburne Conference Center. Materials under high pressure are prohibited unless approved in writing by the Cleburne Fire Department and the Operations Manager.
7. If the Operations Manager of the Cleburne Conference Center determines a possible need for insurance due to number of participants or the activity of an event, the Lessee will provide or see that there is provided to the Cleburne Conference Center, a certificate of insurance proving that the Lessee has in force and effect the requested amount of insurance.
8. It is the responsibility of the Lessee to obtain the necessary permits/permission for their event. This includes, but not limited to health permits, pyrotechnics, music licensing, building official approval, etc.
9. All security used in the Cleburne Conference Center will be acquired through the Cleburne Police Department via Center staff. Any event serving alcoholic beverages must follow the guidelines determined by the Alcohol Policy of the center.
10. The Cleburne Conference Center is a smoke-free facility. Outside smoking is permitted in designated areas only.
11. Lessee may not store equipment of any kind in or on the grounds without permission of the Operations Manager or approved by the City of Cleburne.
12. Lessee is responsible for paying any applicable fees directly to ASCAP/BMI.

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13. All outdoor signage including but not limited to, banners, balloons and inflatable devices must have a permit from the Building and Inspections Department, 10 N. Robinson St., Cleburne, TX 76033. Department telephone is (817) 645-0956. All items to be hung must be brought to the Cleburne Conference Center 72 hours prior to the scheduled event.

## **NO RUNNING OR CLIMBING IS ALLOWED**

**It is important to understand that if ANY of these guidelines are not complied with the event can be cancelled and will not qualify for rental or deposit reimbursement. Your cooperation in helping to have a safe and enjoyable event is appreciated.**

**The "Permit" that accompanies this Contract is legally binding, and will be used to communicate the event detail changes/charges.**

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## Alcohol Policy

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### 2018 Current Policy

#### **Cleburne Conference Center Alcohol Policy**

1. **No BYOB:** No private coolers, liquor, beer, wine or other alcohol will be permitted unless approved in writing by the City Manager's Office. Lessee wishing to serve alcohol in conjunction with their rental or event must make prior arrangements with the Conference Center staff. A minimum of 14 working days prior to the event is required to ensure privileges. \$300 alcohol deposit is required
2. **Alcohol must be brought in by the lessee that signs our permit/contract, your TABC certified bartender will receive alcohol and be responsible to serve your guest. Alcohol cannot be sold. NO BYOB.**
3. At any Conference Center event where alcohol is served there shall be a minimum of (2) two uniformed police officers for first 100 guests and (1) one uniformed officer for each 100 guests thereafter. Officers must be present during the time alcohol is served and for (30) thirty minutes after service has concluded. Officers are to be paid directly, in cash, **immediately prior to the event** at a rate of \$35/hour (two hour minimum) per officer required. The Conference Center staff will make necessary scheduling arrangements with the Police Department for each event. *\*Staff reserves the right to require additional law enforcement personnel for any event.*
4. All permitted alcohol at the event must be consumed in the room(s) designated for the event only, this includes the Conference Center parking lot. Failure to comply with this rule may result in the closure of the bar, cancellation of event and forfeiture of deposit.
5. **Name, address & TABC caterers off site certification/permit to serve alcohol -certification's must be current, valid and on file with the Conference Center 14 days prior to the event to ensure privileges. Alcohol can only be served by a TABC bartender(s).**
6. The service of alcohol is to stop 30 minutes before the scheduled end of the event without exception. Officers are required to be present 30 minutes after alcohol service is terminated.

*\*\*Noncompliance with any Conference Center or TABC rules will result in the immediate cancellation of event\*\**

*\*\*Conference Center or City of Cleburne reserves the right to refuse the presence of alcohol without prejudice or prior notice\*\**

**I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the City of Cleburne, Cleburne Chamber of Commerce, CVB, their employees, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or result from my event where alcohol is consumed.**

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# ***Cleburne Conference Center***

## ***Kitchen Cleaning Agreement***

1. All trash is to be removed from the kitchen area
2. Trash cans are returned to the kitchen
3. All countertops are to be wiped down
4. Sinks and disposal are to be cleaned of food scraps and wiped down
5. Floors are to be swept and mopped if necessary
6. Stoves, ovens, holding ovens, microwaves and refrigerators are to be wiped down inside and out
7. All equipment is to be cleaned and returned to the kitchen
8. All rental items are to be kept together and placed in the "rental return area"
9. The kitchen must be inspected by the Operations Manager or his/her representative before client leaves
10. NO CHILDREN ALLOWED IN THE KITCHEN OR DOCK AREA

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# ***Cleburne Conference Center***

## ***Payment Authorization/Deposit Refund***

The following is the payment authorization and deposit refund policy and agreement.

1. Payments may be made with check, Visa Card or Mastercard.
2. All deposits will be charged to customers. The Conference Center policy is to debit or deposit all fees given to staff.
3. A date is not considered firm until a signed agreement and a deposit equal to the amount of the room rental is received by staff.
4. Lessee must assign a designated representative to be present at the conclusion of an event. Lessee or their representative is responsible for a final walk thru of the rented room (s) to ensure all areas are clean and all vendors (when applicable) have vacated. **All events will be subject to after hour fees when vendors or client exceed contracted hours.**
5. Notification of an event cancellation must be received no later than 45 days prior to the event date to receive deposit back and must be approved by the Operations Manager. Notification or cancellation given after this deadline will result in forfeiture of the entire deposit amount. **Notification of cancellation must be given to staff in writing.**
6. **All reservations that are considered firm will be subject to a \$25.00 administrative fee for cancellation regardless of the notification deadline.**
7. The reservation deposit shall be refunded to the client within 30 days after the event less any additional charges incurred. Any damages or additional time spent in the facility by guest is the responsibility of the client and will be billed accordingly.

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# MARQUEE Sign Policy

All bookings for the Conference Marquee must go through the Conference Center Manager.

1. Only City of Cleburne Sponsored messages, Conference Center events and Conference Center "Welcome" messages are allowed.
  2. Concerts & Events – Organizations contracting to hold an event at the Conference Center where there is a charge for admittance must pay a \$1.00 head ticket charge. – This is determined by # of chairs reserved for event.
  3. Private messages, meetings, weekly services that are not open to the public may be restricted or limited to the day of the event.
  4. No sales or advertising of products or services will be allowed on the sign.
  5. No political messages. Political fundraisers may promote an event being held at the Conference Center per sign policy but may not have a political message.
- Messages can be reserved THREE months prior to the event.
  - Messages for public events (not meetings) being held at the conference center can be put on the sign one week prior as room permits on sign.
  - Messages can be requested to be put on the sign two weeks prior to the event: If the event is a community event being held at the conference center; the number of events to be put on the sign has not become too much to be effective; the event takes place for multiple days
  - No profane or lewd graphics or messages will be allowed on the sign
  - Message must be brief (name, date, times of event)

*Any deviations from the said above policies must be approved by the Conference Center Manager.*

*City Administration reserves the right to make changes to above policies. No guarantee is made to marquee availability – we are not responsible should marquee be unavailable or out of order or otherwise unable to display.*

**Acknowledgment of Conference Marquee Guidelines for use**

Message to be shown: \_\_\_\_\_

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**AUTHORIZED AGENT**

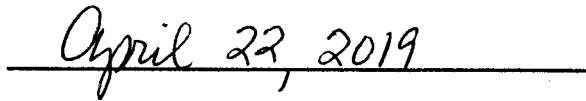
The signor of this lease agreement for lessee hereby represents and warrants that he or she has full authority to execute this lease agreement on behalf of Lessee.

**LESSEE**

The Honorable Roger Harmon



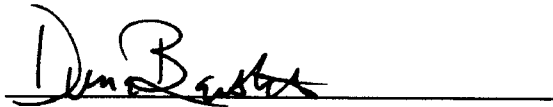
Authorized Agent



Date

**LESSOR**

**CLEBURNE CONFERENCE CENTER**

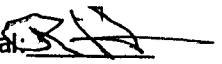


Signature

April 1, 2019

Date

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# Permit

## Permit # 10765

<b>Event Name:</b>	Government Officials Council of Johnson Count	<b>Event Manager:</b>	Hillis, Karen
<b>Event Status:</b>	Confirmed	<b>Account Manager:</b>	Hillis, Karen
<b>Client Name:</b>	The Honorable Roger Harmon	<b>Contact:</b>	Hester, Carla
<b>Client Code:</b>		<b>Phone #:</b>	817-556-6360
<b>Address:</b>	2 Main Street, #120, Cleburne TX 76033 USA	<b>Email Address:</b>	carlah@johnsoncountytx.org

**Tuesday, June 18, 2019**

**Location: Cross Timbers - A1**

Times	Description	Hrs	Status	Charge	Tax
5:30 PM-10:30 PM	Government Officials Council of Johnson County	5.0	Confirmed	\$126.00	

**AV**

From - To	Description/Itinerary Item	Quantity	Charge	Total	Tax
3:30 PM-12:30 AM	Portable Sound System w/1 microphone	1	\$50.00	\$50.00	
3:30 PM-12:30 AM	Projector - Hitachi	1	\$25.00	\$25.00	
3:30 PM-12:30 AM	Large Black Podium	1	\$10.00	\$10.00	

**Security Deposits**

From - To	Description	Quantity	Charge	Total	Tax
12:00 AM-12:00 AM	Refundable Security Deposit	1	\$126.00	\$126.00	

*Will be returned within 30 days of event end date if there is no damage.*

<b>Room Rental Fees:</b>	<b>\$126.00</b>
<b>Location Total:</b>	<b>\$126.00</b>
<b>AV:</b>	<b>\$85.00</b>
<b>Setup Total:</b>	<b>\$85.00</b>
<b>Security Deposits:</b>	<b>\$126.00</b>
<b>Miscellaneous Total:</b>	<b>\$126.00</b>
<b>Subtotal:</b>	<b>\$337.00</b>
<b>Total:</b>	<b>\$337.00</b>
<b>Payments/Credits:</b>	<b>\$0.00</b>
<b>Balance:</b>	<b>\$337.00</b>

This Permit is legally binding to the Permit Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*April 22, 2019*



# Invoice

<b>Bill To:</b> The Honorable Roger Harmon <b>Address:</b> 2 Main Street, #120 Cleburne TX 76033 USA  <b>C/O:</b> Hester, Carla	<b>Invoice #:</b> I000397 <b>Invoice Date:</b> 4/2/2019 <b>Invoice Due:</b>
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**Permit #: 10765**  
**Event: 10765: Government Officials Council of Johnson County**

**Tuesday, June 18, 2019**

Item Type	Item Description	Quantity	Amount	Total	Discount	Net Amount
Location	10765: Cross Timbers 6/18/2019	1	\$126.00	\$126.00	\$0.00	\$126.00
Setup	Large Black Podium	1	\$10.00	\$10.00	\$0.00	\$10.00
Setup	Portable Sound System w/1 microphone	1	\$50.00	\$50.00	\$0.00	\$50.00
Setup	Projector - Hitachi	1	\$25.00	\$25.00	\$0.00	\$25.00
Miscellaneous	Refundable Security Deposit	1	\$126.00	\$126.00	\$0.00	\$126.00
<b>Total Amount:</b>						<b>\$337.00</b>
<b>Invoice Total:</b>						<b>\$337.00</b>
<b>Amount Due:</b>						<b>\$337.00</b>

Thank you for using Cleburne Conference Center. We hope you will think about us for your next event.