

414 Warsaw Road • Clinton, NC 28328 (910) 592-6451 • Fax (910) 592-8486 • [www.sampsonexpocenter.com](http://www.sampsonexpocenter.com)

**LEASE AGREEMENT**

This Lease Agreement made and entered into on (MONTH, DAY, YEAR): \_\_\_\_\_ by and between the County of Sampson, DBA: Sampson County Agri-Exposition Center, by its Executive Director, hereinafter referred to as **LESSOR** and;

Organization/Client Name: \_\_\_\_\_

Individual and/or Contact Person: \_\_\_\_\_

Mailing Address: (Street/Post Office Box) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Day Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_ Night Telephone: \_\_\_\_\_

Cellular Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Drivers License #: \_\_\_\_\_

Email Address: \_\_\_\_\_; hereinafter referred to as **LESSEE**.

**LEASED SPACE**

The **LESSOR** hererby leases to the **LESSEE** the following space(s), in the Sampson County Agri Exposition Center:

Entire Facility: _____	Bennett-Allen Board Room: _____	Expo Room: _____
Prestage Hall: _____	Prestage Hall Salon A: _____	Prestage Hall Salon B: _____
Heritage Hall: _____	Heritage Hall Salon A: _____	Heritage Hall Salon B: _____
Large Kitchen: _____	Small Kitchen: _____	Prestage Hall (Stage Only): _____

This lease is with the understanding that **LESSEE** shall have the right of ingress and egress through the halls and corridors of said facility, but acquires no other right to any other part of the facility than the part specified. The rental of such space includes initial set-up and tear-down of tables and chairs and the use of the basic sound and lighting systems.

**LEASE DATE AND TIME**

For the purposes of the **LESSEE'S** event(s) use of leased space shall be the date(s) as follows:

Day: \_\_\_\_\_ Month/Day/Year: \_\_\_\_\_

**PRE-EVENT SET-UP TIMES (If Applicable)**

Pre-Event Set-Up Time: \_\_\_\_\_ Pre-Event Set-Up End Time: \_\_\_\_\_

**EVENT TIMES (Required)**

Move In (Set-Up) \_\_\_\_\_ Event Start Time \_\_\_\_\_

Event End Time: \_\_\_\_\_ Move Out (Close) \_\_\_\_\_

\_\_\_ Check if event is scheduled on a Holiday including New Year's Eve, New Year's Day, MLK Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day or Veteran's Day.

### EVENT DESCRIPTION

**LESSEE** shall use the premises during the term hereof for the following type event(s):

\_\_\_ Banquet \_\_\_ Wedding Reception \_\_\_ Dance/Concert \_\_\_ Trade Show \_\_\_ Reception  
\_\_\_ Fundraising Event \_\_\_ Class Reunion \_\_\_ Graduation Services \_\_\_ Gospel Sing  
\_\_\_ Birthday Party \_\_\_ Family Reunion \_\_\_ Public Awareness Event \_\_\_  
\_\_\_ Workshop/Training Seminar \_\_\_ Conference  
\_\_\_ Other (Please Specify) \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

Actual Attendance (Post Event): \_\_\_\_\_

Will there be a Dance? (Check Yes or No) Yes \_\_\_ No \_\_\_

Will there be a DJ or Band? (Check Yes or No) Yes \_\_\_ No \_\_\_

Dance Floor Required: (Check Yes or No) Yes \_\_\_ No \_\_\_

(Check one) Public Event \_\_\_ Private Event \_\_\_

Is event FREE and OPEN to the public: Yes \_\_\_ No \_\_\_

Will Tickets Be Sold? Yes \_\_\_ No \_\_\_

Will Alcoholic Beverages be Served or Allowed? Yes \_\_\_ No \_\_\_

**The legal age for the consumption of alcoholic beverages in the State of North Carolina is 21 years of age. Client assumes responsibility for verifying the age of all guests and/or patrons.**

**Lessee Must Obtain the Following Permits: (Lessee must present copy of Permits to Exposition Center Staff prior to Event.) (Check all that apply)**

Alcohol Permit (Non-Profits Only) \_\_\_ NC Dept. of Revenue Gross Receipts Permit: \_\_\_

City of Clinton Itinerant Merchants License: \_\_\_

**The Sampson County Agri-Exposition Center requires that all room layout designs be submitted Fourteen (14) business days prior to event date. Failure to conform to this requirement will be subject to a late fee of \$50.**

**Initial set-up of tables and chairs is included in the facility rental fee. Additional changes or re-sets will be charged a fee of \$25 per man hour required to re-set the room.**

Type of tables preferred/requested?

Round \_\_\_\_\_ #: \_\_\_\_\_ Preferred Number of Chairs per table? \_\_\_\_\_

Rectangular \_\_\_\_\_ #: \_\_\_\_\_ Preferred Number of Chairs per table? \_\_\_\_\_

Is the Stage Needed? Yes \_\_\_\_\_ No \_\_\_\_\_

Will Podium be needed? Yes \_\_\_\_\_ No \_\_\_\_\_ Position? \_\_\_\_\_

Will Tables be needed on Stage? Yes \_\_\_\_\_ No \_\_\_\_\_ How Many? \_\_\_\_\_

Will Chairs be needed on Stage? Yes \_\_\_\_\_ No \_\_\_\_\_ How Many? \_\_\_\_\_

Will Sound System be needed? Yes \_\_\_\_\_ No \_\_\_\_\_ Tape \_\_\_\_\_ CD \_\_\_\_\_ VCR \_\_\_\_\_

Will Microphones be needed? Yes \_\_\_\_\_ No \_\_\_\_\_

Quantity Needed: \_\_\_\_\_ Corded Microphones \_\_\_\_\_ Handheld Wireless Microphones

\_\_\_\_\_ Lavalier Microphones \_\_\_\_\_ Microphone Stands

Will LED Projector(s) be needed? (Powerpoint) Yes \_\_\_\_\_ No \_\_\_\_\_

### Catering Information

Is **LESSEE** (Client) self-catering? Yes \_\_\_\_\_ No \_\_\_\_\_

Does **LESSEE** (Client) have Professional Caterer? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of Caterer: \_\_\_\_\_ Telephone: \_\_\_\_\_

May we contact Caterer to discuss their requirements for table set-up? Yes \_\_\_\_\_ No \_\_\_\_\_

### Decorating Information

Is **LESSEE** (Client) self-decorating? Yes \_\_\_\_\_ No \_\_\_\_\_

Does **LESSEE** (Client) have Professional Decorator? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of Decorator: \_\_\_\_\_ Telephone: \_\_\_\_\_

May we contact Decorator to discuss their requirements for facility set-up? Yes \_\_\_\_\_ No \_\_\_\_\_

Please provide a brief description of how tables and chairs are to be arranged. (See Attached Layout Drawing)

\_\_\_\_\_  
\_\_\_\_\_



**Sampson County Alcoholic Beverage Permission Form**  
**Effective: 1 July 2007**

**The legal age for the consumption of alcoholic beverages in the State of North Carolina is 21 years of age. Client assumes responsibility for verifying the age of all guests and/or patrons. No alcoholic beverages may be consumed in the parking lots of the facility.**

(Select only one option)

( ) Option 1. Clients or his/her guests may NOT bring alcoholic beverages into the Sampson County Agri-Exposition Center. *(No Alcoholic Beverages Permitted)*

( ) Option 2. Clients age 21 or above may at their own discretion and at their own risk bring into the Sampson County Agri-Exposition Center and provide and/or serve beer, wine, champagne, or spirituous liquor to their invited guests.

( ) Option 3. Clients age 21 or above may allow at their own discretion and at their own risk their guests to bring into the Sampson County Agri-Exposition Center the following alcoholic beverages: Beer or Unfortified Wine. (No Brown-Bagging Allowed. Brown-Bagging includes the following "Spirituous Liquor" which means distilled spirits including whiskey, rum, brandy, gin, vodka, and all other mixtures including cordials, liqueur, and premixed cocktails.)

( ) Option 4: Non-Profit Organizations may apply for a Special One-Time Permit from the NC ABC Commission that will allow the organization to serve or sell beer, unfortified wine, fortified wine or spirituous liquor, or to allow brown-bagging at a single fund-raising event of that organization held at the Sampson County Agri-Exposition Center, at their own discretion and at their own risk.

**The undersigned client/LESSEE has completed the required Application for Use and Lease Agreement for leasing space in the Sampson County Agri-Exposition Center.**

**By signing this document Client/LESSEE understands the alcoholic beverage policy of the Sampson County Agri-Exposition Center and hereby agrees to follow those policies.**

\_\_\_\_\_  
**Client/LESSEE**

\_\_\_\_\_  
**(Date of Birth)**

\_\_\_\_\_  
**Date of Application**

\_\_\_\_\_  
**Owner/LESSOR**

\_\_\_\_\_  
**Date**

SAMPSON COUNTY  
**AGRI-EXPOSITION**  
 C E N T E R

**House Manager Requirement Form**

Organization/Client: \_\_\_\_\_  
 Lessee/Contact: \_\_\_\_\_  
 Event Date: \_\_\_\_\_  
 Event Type: \_\_\_\_\_  
 Facility Room(s): \_\_\_\_\_

Pre-Event Set-Up Start Time:	_____
Pre-Event Set-Up Ending Time:	_____
Subtotal:	_____
Time Lessee/Client needs to enter Facility:	_____
House Manager Start Time:	_____
Projected HM Time Event is to end:	_____*
Subtotal:	_____
Total Hours	_____
Standard House Manager Rate (Hours 1-8)	_____ X \$12.00 = \$ _____
Overtime House Manager Rate (Hours >8)	_____ X \$18.00 = \$ _____
Holiday House Manager Rate (Hours 1-8)	_____ X \$18.00 = \$ _____
Holiday House Manager Rate (Hours >8)	_____ X \$27.00 = \$ _____
Total Projected Charges for House Manager(s) = _____	
<small>*Note: House Manager(s) will remain onsite until the completion of client's event. Should it be required for a House Manager to remain past projected time(s) as stated above, client will be obligated to Sampson County for all fees associated with this service. Any overtime will be deducted from the clients deposit and should the deposit not be sufficient to cover said charges, client will be invoiced at the current rate for House Manager(s).          House Manager(s) are required for all events and functions that are held Monday-Friday after 5:00 p.m. and for <u>all</u> events on Saturdays and Sundays. There is a four (4) hour minimum for House Manager Services. No keys will be issued to clients.</small>	

<b>FOR OFFICE USE ONLY</b>
House Manager Assignments
House Manager: _____
House Manager: _____

SAMPSON COUNTY  
**AGRI-EXPOSITION**  
 C E N T E R

**Security Personnel Requirement Form**

Organization/Client: \_\_\_\_\_

Lessee/Contact: \_\_\_\_\_

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

Event Type: \_\_\_\_\_

Facility Room(s): \_\_\_\_\_

Time Lessee/Client will allow guests to enter: \_\_\_\_\_

Security Officer Arrival Start Time:	_____
Security Officer Projected End Time:	_____ (*)
Total Hours	_____
Number officers required	X _____
Total Hours for Security Personnel	= _____
Standard Security Rate (\$20.00/Hour)	_____ X \$20.00 = \$ _____
Holiday Security Rate (\$30.00/Hour)	_____ X \$30.00 = \$ _____
Total Charge for Security	= _____

(\*) Note: Security personnel must remain on site until facility is vacated. Example: Your guests arrive at 6:00 p.m. and leave at 1:00 a.m. (Total 7 Hours), however, you need until 2:00 a.m. to remove your property; security will be required from 6:00 p.m. until 2:00 a.m. for a total of 8 hours. (Ex: 8 Hours x 2 officers = 16 hours x \$ 18.00 = \$ 288.00 total security fee.) There is a Four (4) hour minimum for Security Personnel Services.

<b>FOR OFFICE USE ONLY</b>	
Security Officer Assignments:	
<b>Security Officer # 1:</b>	_____
<b>Security Officer # 2:</b>	_____
<b>Security Officer # 3:</b>	_____
<b>Security Officer # 4:</b>	_____
<b>Security Officer # 5:</b>	_____

## Signage Information Sheet

Organization: \_\_\_\_\_

Lessee: \_\_\_\_\_

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

Event Type: \_\_\_\_\_

Door Signs and/or Marquee to read the following Message:

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

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

## Website Listing Information Sheet

The Sampson County Exposition Center Website offers clients leasing space in the facility the option to have information about their event posted on the Events Calendar of the Sampson County Exposition Center Website. ([www.sampsonexpoctr.com](http://www.sampsonexpoctr.com)) There is no charge for this service, however, this form must be completed 30 days prior to the rental date for any event to be eligible to be listed. Information submitted for inclusion on the calendar shall not contain false or offensive information. No listing shall contain information that implies that the Sampson County Exposition Center is in any manner a sponsor, co-sponsor or promoter of any event listed without written permission from the Executive Director of the Sampson County Exposition Center. All information submitted for inclusion on the calendar is subject to being edited or rejected at the sole discretion of the staff of the Exposition Center. The Exposition Center makes no warranty implied or expressed regarding information posted to the website.

\_\_\_\_\_ Yes, I would like my Event to be included on the Events Calendar of the Sampson County Exposition Center Website.

\_\_\_\_\_ No, I prefer not to have my Event included.

### REQUIRED INFORMATION

**Event Date:** \_\_\_\_\_      **Public Event:** \_\_\_\_\_      **Private Event:** \_\_\_\_\_

**Event Name:** \_\_\_\_\_

**Sponsored/Presented by:** \_\_\_\_\_

**Type Event:** Wedding Reception: \_\_\_\_\_ Fundraising Event: \_\_\_\_\_ Banquet: \_\_\_\_\_ Conference: \_\_\_\_\_

Trade Show: \_\_\_\_\_ Family Reunion: \_\_\_\_\_ Class Reunion: \_\_\_\_\_ Training Seminar: \_\_\_\_\_ Dance: \_\_\_\_\_

**Contact:** \_\_\_\_\_      **Telephone:** \_\_\_\_\_

**Email (Optional):** \_\_\_\_\_ (For Quick Link)

**Website (Optional):** \_\_\_\_\_ (For Quick Link)

**Description:** 50 Words or Less - Please include Pertinent Information, (ie. Ticket Prices, Ticket Locations)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Lessee Signature:** \_\_\_\_\_

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

## RULES AND REGULATIONS OF THE SAMPSON COUNTY AGRI EXPOSITION CENTER

It is mutually agreed that the **LESSEE** and the **LESSOR** shall be bound by the rules and regulations of the Sampson County Agri Exposition Center, incorporated herein by reference as **EXHIBIT A**. All sections of **EXHIBIT A** shall apply to said lease agreement with the exception of lettered paragraphs \_\_\_\_\_ which are specifically deleted by the **LESSOR**.

### EXHIBIT A

- A. INSURANCE:** LESSEE agrees to provide a public liability insurance policy naming LESSOR and LESSEE as insured parties and covering claims for injuries, death, and/or property damage arising out of the use of the premises by LESSEE in such amounts and such terms LESSOR may approve. Insurance carrier must be licensed to do business in the state of North Carolina.
- B. PERFORMANCE BOND:** LESSEE shall deposit a sum of money (personal check or cashier's check) equal to the facility lease fee and surcharge required or provided for by the lease contract; such sum to be deposited not less than 14 days prior to the scheduled event. This deposit shall be held by LESSOR in lieu of a performance bond and shall be returned to LESSEE the first business day after the scheduled event following the post-event site inspection noted in paragraph H of this Exhibit; provided that the LESSEE is not obligated to LESSOR for damages as provided herein, then the amount held by LESSOR in lieu of a performance bond shall be utilized to compensate LESSOR for such damages, even to the full extent of the deposit. LESSEE shall remain obligated to LESSOR for damages in excess of the deposit required hereunder, should these damages exceed amount of that deposit.
- C. COMPLIANCE WITH LAWS AND REGULATIONS:** LESSEE will comply with all laws, ordinances and regulations adopted or established by federal, state or local government agencies or bodies; and by facility rules and regulations as provided by LESSOR, and LESSEE will require that its agents, employees and invitees will likewise comply.
- D. LICENSES AND PERMITS:** LESSEE agrees to pay promptly all taxes, excise or license fees and to take out all licenses or permits for the use of the leased space as required by federal, state or local laws and ordinances. Any LESSEE that engages in selling merchandise must have a valid North Carolina Sales Tax Identification Number and shall advise all exhibitors offering goods for sale that all applicable sales taxes must be reported to the NC Department of Revenue. Events that charge admission (advance ticket sales or at the door) for dances, DJ's, sporting or athletic contests, or live entertainment must conform to North Carolina G.S. 105-37.1 of the North Carolina Revenue Laws. LESSEE may obtain a Gross Receipts License from the NC Department of Revenue. Any person, firm, corporation, or agent engaged in a temporary business must obtain an Itinerant Merchants License and a Privilege License from the City of Clinton (City Hall, Lisbon Street, 910-592-1961.) LESSEE agrees to provide copies as evidence of all required permits to LESSOR 7 days prior to the event date.
- E. ALCOHOL PERMITS: NO ALCOHOLIC BEVERAGES SHALL BE SERVED BY LESSEE** (including any agent or employee) without first completing the Alcoholic Beverage Permission Form hereto attached. **The legal age for the consumption of alcoholic beverages in the State of North Carolina is 21 years of age. Client assumes responsibility for verifying the age of all guests and/or patrons. No alcoholic beverages may be consumed in the parking lots of the facility.**
- F. SECURITY:** LESSOR, at its option, may require LESSEE, at LESSEE'S sole expense, to have security personnel present during the event covered by the lease agreement. Should LESSOR require such security personnel then the LESSOR shall arrange for security officers to be present. The cost of such security personnel is listed on the Rate Schedule for the Sampson County Agri Exposition Center and full payment for such security personnel shall be made as listed above under FEES AND DEPOSITS. There is a four (4) hour minimum for Security Personnel Services.
- G. HOUSE MANAGERS:** LESSOR requires at LESSEE'S sole expense, that a House Manager be on site for all events beginning or ending after 5:00 p.m. Monday-Friday and for events held on Saturdays, Sundays and/or Holidays. House Managers will open and close the facility and will generally enforce the rules and regulations of the facility and shall insure that the facility is cared for and maintained by clients per rental agreements and guidelines. This position is not for the purposes of providing security for public or private events or to serve in the capacity as custodians. There is a four-hour (4) minimum per scheduled event for House Manager Services.)
- H. CARE OF FACILITY:** LESSEE, its guests, servants, employees, or agents shall not injure, mar, or in any manner deface the interior or exterior of the leased premises nor any equipment located therein or thereon and shall not cause or permit anything to be done whereby such premises or equipment shall be injured, marred, or defaced in any manner; and will not drive or permit to be driven nails, hooks, tacks, screws, or anything in the general nature thereof, or allow pressure sensitive tape to be placed upon any part of the interior or exterior building or equipment contained therein or thereon. It being further understood that LESSEE shall not make nor allow any alterations of any kind to said building or equipment contained therein. It shall be the responsibility of the LESSEE to leave the facility (interior and exterior) in the same condition as on the effective date of the lease, normal wear and tear excepted. In this regard, it is understood and agreed between the parties hereto that any damages or prohibitions described in this paragraph shall conclusively be the responsibility of the LESSEE if those damages are sustained at any time between the pre-use inspection and the post-use inspection. A representative of the LESSOR will inspect all tables, chairs, walls, floors, interior and exterior areas for damages before and after the event allowed pursuant to the lease agreement. Should damages to any part of the facility or its contents be found by LESSEE prior to the use of the facility, LESSEE should immediately report such damages to LESSOR so as to relieve LESSEE of its absolute liability hereunder. Failure to report such damages prior to the beginning of the event scheduled shall be conclusive evidence that no such damages existed at the time that the scheduled event began.
- I. CLEANING OF LEASED SPACE:** LESSOR will be responsible for cleaning the facilities before use and for normal cleaning after use. Normal cleaning does not include removing: food, food related items, debris, boxes, litter, spilled liquids, grease, paint, excessive dirt or grime,

etc, from the building or grounds. Upon evacuating the facility at termination of the event, **LESSEE** agrees to remove all trash and debris from all areas of the leased premises, interior and exterior. **LESSOR** will issue mops and brooms for **LESSEE'S** use. It being further understood and agreed that **LESSEE** shall be charged for any abnormal cleaning charges and that those charges shall be at the rate listed on the Rate Schedule for the Sampson County Agri Exposition Center. In the event such charges are greater than the rental deposit then **LESSEE** shall pay such difference to **LESSOR** immediately upon notification by **LESSOR** of such deficiency. Should such deficiency not be paid within 7 days after notification thereof **LESSEE** shall forfeit any right to future utilization of the facility and **LESSOR** may at its option begin collection proceedings

- J. FLOOR PLANS:** A copy of a full and complete floor plan for any activity scheduled by **LESSEE** must be submitted no less than 14 business days before the event date and no move-in shall begin without such floor plan.
- K. KEYS TO FACILITY:** No keys will be issued to the facility except by the Executive Director or his designee.
- L. SIGNAGE:** **LESSOR** agrees to place letters on the sign located on the east side of premises for parties using Heritage Hall and further agrees to display on the sign on the west side of premises the information pertinent to events held in Prestage Hall. **LESSOR** will aid in promoting all events held at the facility on the LED Reader Board. **LESSEE'S** events will be scheduled to run for a period of one week prior to the event. In the event there are multiple events being held concurrently the first event booked will have priority of the lettered sign available for Heritage Hall events. **LESSEE'S** requiring additional advertisements on the LED Reader Board shall have the option to purchase additional advertising from the **LESSOR** as per the rate schedule.
- M. TABLECLOTHS, DINNERWARE AND CATERING SERVICES:** **LESSEE** is responsible for providing its own tablecloths, dinnerware, dishcloths, detergents, ashtrays and catering services for use at any scheduled event unless other arrangements have been made with the **LESSOR** for contracted services of these items.
- N. RIGHT OF ENTRY BY LESSOR:** In renting the leased space to the **LESSEE**, it is understood that **LESSOR** retains at all time the right to enforce any laws, rules, and/or regulations applicable to the lease agreement and that **LESSOR** may enter the premises at any time and on any occasion, without any restriction whatsoever, for the purpose of seeing that such laws, rules, and/or regulations are being enforced. Such right of entry to include any portion of the building or parking areas utilized as a result of the lease agreement. Should such inspection reveal a failure to comply with laws, rules, and/or regulations then, and in such event, **LESSOR**, at its sole option, may declare the lease agreement immediately terminated and may order that **LESSEE** and all guests, servants, employees, or agents immediately vacate the premises. Failure to vacate upon order by **LESSOR** shall constitute an immediate trespass and subject **LESSEE**, its servants, employees, guest, or agents to any and all applicable civil and/or criminal penalties.
- O. POLICING EVENTS:** **LESSOR** reserves the right to eject or cause to be ejected from the premises any intoxicated or any disorderly person or persons, and neither **LESSOR** nor any of its officers, agents or employees shall be liable to **LESSEE** for any damage that may be sustained by **LESSEE** by the exercise of **LESSOR** of such right.
- P. SEATING CAPACITY:** **LESSEE** will not permit tickets or passes to be sold, distributed or allow admission of guests/patrons in excess of the estimated number of guests provided herein. In no circumstance shall it per permitted for an event allow admission of guests/patrons exceeding the seating capacity of the facility as determined by the Sampson County Fire Marshall. For those events without ticket sales and with open admission, **LESSOR** will have the right to determine when the maximum number of persons has been admitted in accord with free and safe movement. (See Exposition Center staff for seating capacities of the various rooms located within the facility.)
- Q. PUBLIC SAFETY:** **LESSEE** agrees that it will at all times conduct its activities with full regard to public safety and will observe and abide by directives of **LESSOR** or any authorized governmental agency having responsibility for public safety. All portions of the sidewalks, entrances, doors, passages, vestibules, halls, corridors, passageways, and all access to public facilities situated upon the premises shall be kept unobstructed at all times and shall not be used for any other purpose other than ingress, egress and regress.
- R. ADVERTISING:** **LESSEE** agrees that all advertising of the **LESSEE'S** event will be honest and true and will include accurate information on show times and ticket prices. For advertising purposes, the **LESSOR** requires that **LESSEE** use the following name and address in its advertising program: **Sampson County Agri-Exposition Center, 414 Warsaw Road, Clinton, NC 28328.**
- S. LOST ARTICLES:** **LESSOR** assumes no responsibility for any article that may be lost or left on the premises by the **LESSEE** or persons attending **LESSEE'S** event(s). Any items or articles that are unclaimed after 10 days shall become property of Sampson County and will be sold at the next available Sampson County Surplus Sale.
- T. NONEXCLUSIVE RIGHT:** **LESSOR** shall retain the right to use and/or lease use of such portions of the premises as may not be covered by this agreement. **LESSOR** also retains the right to reenter any part of the premises covered by this agreement should such part become vacant; and to determine that such unused portion may be offered for other use with receipts therefore going to **LESSOR**.
- U. NON-DISCRIMINATION:** **LESSEE** agrees not to discriminate in any manner prohibited by law.
- V. ACT OF GOD:** **LESSEE** shall have no claim for damages from **LESSOR** should an unforeseen event occur, including, but not limited to fire, casualty, labor strike or other like unforeseen event which event shall render impossible the utilization of the leased premises for the leased term. However, any such event that occurs prior to the lease event and which occurrence was beyond the control of **LESSOR** shall render any lease agreement void and **LESSOR** shall promptly refund to **LESSEE** any funds deposited with **LESSOR**, which relate to the terminated event.
- W. DAMAGES:** The **LESSOR** shall not be responsible for any loss or damage to machinery, equipment, paraphernalia, costumes, clothing, scenery, trucks, exhibit material, musical instruments or cases, or any other property of the **LESSEE** caused by theft, fire, riot, strikes, acts of God for any other cause of whatever nature or kind.

- X. MISREPRESENTATION/FAILURE TO COMPLY:** It is agreed that without prejudice to any other rights and remedies that may available to the **LESSOR** in the event of the breach by **LESSEE** of one or more of the provisions of this lease agreement or of the rules and regulations of the facility, or if **LESSEE** makes any misrepresentations in obtaining said lease agreement, the **LESSOR** may refuse to allow the **LESSEE** to take possession of the premises, or if **LESSEE** is already in such possession, **LESSOR** may stop all activities of **LESSEE** on premises and shall cause the immediate closure of the facility to **LESSEE** and his/her guests or patrons and **LESSEE** may be barred from future use of the facility. The **LESSOR** and its agents and employees shall in no way be responsible to the **LESSEE** for doing any or all of the things authorized by this paragraph. The **LESSOR** will not be held liable by the refusal to rent to **LESSEE**.
- Y. NON-INTERFERENCE:** **LESSEE** agrees not to interfere in any way with the use of the facility by other lessees using any portion of the facility or grounds not expressly covered by this agreement.
- Z. PAYMENT:** Payment for use of the leased facility shall be made by personal check, cashier's check or certified check made payable to: County of Sampson. A returned check fee of \$25.00 will be assessed against the issuer for any check returned as the result of insufficient funds. Payments may also be made using MasterCard, Visa and American Express. All payments are due 14 Business Days prior to any scheduled event.
- AA. COPYRIGHTS /MUSIC LICENCES/MUSIC COPYRIGHTS:** **LESSEE** will assume all costs, liabilities and claims arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used on or incorporated in the event. **LESSEE** agrees to indemnify, defend, and hold harmless **LESSOR** from any and all claims or costs, including legal fees, which might arise from question of use of any such material described above. **LESSEE** shall obtain all necessary permitting with regards to copyright laws.
- BB. UTILITY CONNECTIONS:** The proposed installation of electricity, gas, plumbing, and telephone service required for an event beyond that already supplied by the facility, must be submitted to and approved in advance by the **LESSOR**. All such connections and related work will be at the expense of the **LESSEE**, including any related costs incurred by the **LESSOR**.
- CC. PARKING:** All parking rights and privileges shall be utilized as directed by the **LESSOR**. Any vehicle improperly or illegally parked will be towed at the owner's expense. It shall be the responsibility of **LESSEE** to notify its employees, servants, customers, guests and invitees of this requirement. There is ample parking for patrons with physical challenges.
- DD. EVACUATION:** Should it become necessary in the judgment of **LESSOR** to evacuate the premises because of fire, bomb threat or for other reasons of public safety, the **LESSEE** will retain possession of the premises for sufficient time to complete presentation of his/her activity without additional fees provided such time does not interfere with another scheduled event. If it is not possible to complete presentation of the activity, rental fee shall be forfeited, prorated or adjusted at the discretion of the **LESSOR** based upon the situation, and the **LESSEE** hereby waives any claim for damages or compensation against the **LESSOR**.
- EE. SMOKING POLICY:** The Sampson County Exposition Center is a Smoke-Free Environment. Smoking is allowed outside of the facility. Patrons are required to dispose of all cigarettes, cigars, pipes or other smoking devices in the proper receptacles.
- FF. FIREARMS:** Pursuant to North Carolina General Statute **NO** firearms or handguns concealed or otherwise are allowed in or on the grounds of the Sampson County Exposition Center. (Exception: Fundraising Events pre-approved by the management of the Sampson County Exposition Center.)
- GG. MISCELLANEOUS:** Any matters not herein expressly provided for shall be decided by the judgment of the Sampson County Agri Exposition Center Advisory Board subject to approval by the Sampson County Board of Commissioners, and such decision shall be binding.

### **APPROVAL OF CONTRACT**

**It is mutually agreed that this lease agreement will not be enforce until it has been signed by the LESSEE and has been approved and signed by the Executive Director representing the Sampson County Exposition Center. In the event approval is denied, the deposit will be refunded to the LESSEE. (SEE PAGE 14 – FEES AND PAYMENTS)**

### **CANCELLATION BY LESSEE**

Should the **LESSEE** wish to cancel the event covered under this agreement a written request must be submitted to the Sampson County Agri-Exposition Center no later than 90 days prior to the event date, at which time a full refund of the deposit shall be made by the Sampson County Finance Office on the 10<sup>th</sup> or 20<sup>th</sup> of the month following approval of such request. If such request is made within 90 days of the event **LESSEE** shall be released from this agreement, however, no refund will be issued. **LESSOR** reserves the right to require full payment of the entire fee if **LESSOR** receives less than 90 days prior written notification of such cancellation and/or in the event that **LESSOR** is unable to re-lease the leased space for the date and time noted above.

### **INDEMNITY**

**LESSEE** covenants and agrees to defend, indemnify, and save harmless the **LESSOR**, its officers, agents and employees each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature, including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnities as a direct or indirect consequence of: injury,

sickness, or disease, including death, to persons; injury to, or destruction of property, including without limitation, the loss or use of property; or any other cause of action whatsoever arising out of, resulting from, or which would not have occurred or existed but for this lease agreement. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs and expenses caused, or alleged to have been caused, by any negligence or any other act of indemnitor.

### AGREEMENT TO QUIT PREMISES

All events/functions held in the Sampson County Exposition Center **MUST END AND/OR SUBSIDE ON OR BEFORE 12:30 AM** for all patrons and/or guests. **LESSEE'S** guests may not remain in the facility or onsite after this time. **Failure to comply with this policy will result in the immediate loss of applicable Security Deposit.**

At the conclusion of all events (12:30 AM) **LESSEE (CLIENT/ORGANIZATION)** will have access to the facility until 2:00 AM for the purposes of cleaning and/or removing his/her items/effects from the facility. **Failure to comply with this policy will result in the immediate loss of applicable Security Deposit.**

**LESSEE** agrees to quit leased space no later than the term of this agreement and further agrees to leave leased space in condition equal to that at the commencement date of this agreement. Upon vacating the premises, **LESSEE** agree to remove all trash and personal items form the facility.

### REMOVAL OF PROPERTY

**LESSEE** agrees that all materials pertinent to the event, which are not the possessions of the **LESSOR**, will be removed from the premises before the expiration of this agreement. **LESSOR** shall be authorized to remove at the expense of **LESSEE** all materials remaining in leased space at the termination date of this agreement. **LESSEE** shall be responsible for payment of storage costs of such materials and **LESSEE** agrees that **LESSOR** shall in no way be responsible for loss, damage or claims against material moved or stored under this provision. **LESSOR** will hold such materials for a period of not more than 10 days, after which items will be sold at public auction. **LESSEE** agrees that **LESSOR** will have a first lien on such materials for payments of costs accrued for storage and or removal.

### PAYMENT FOR DAMAGES

**LESSEE** agrees to pay the cost of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the date and time set-forth in this agreement which are necessary or proper to restore the leased space or premises (interior or exterior) to its pre-leased condition, normal wear and tear excepted. It being expressly understood between the contracting parties hereto; that **LESSEE** shall be responsible for any and all damages or injuries caused by **LESSEE**, its agents, employees, clients, customers, or invitees.

Attached hereto and incorporated herein by reference as **EXHIBIT B** is a listing of specific charges for damages to the premises. It being further understood and agreed that those specific charges are not necessary all-inclusive and that **LESSOR** shall have the right to claim any replacement or repair damages incurred but not reflected upon such attachment.

### EXHIBIT B

#### Rate Schedule for Damages and Missing Items

Effective: 1 July 2007

**Extra Ordinary Cleaning Charge:.....\$25.00 per Hour\*/Per Number Staff Required**  
Including excessive debris, excessive spilled liquids, foot prints on air-walls/walls, trash in parking lot and other excessive dirt or grime as result of client's event.

Provided any of the following items are damaged, broken or otherwise removed from premises as a result of the **LESSEE'S** event, repairs and/or replacements will be made at **LESSEE'S** sole expense not to exceed the replacement costs stated below or the prevailing replacement cost whichever is greater:

- |                     |                |
|---------------------|----------------|
| 1. 48" Round Tables | \$ 205.00 Each |
| 2. 66" Round Tables | \$ 285.00 Each |

3. 72" Round Tables	\$ 341.00 Each
4. 72"x60" Oval Tables	\$ 260.00 Each
5. 30"x60" Serpentine	\$ 290.00 Each
6. 30"x 96" Rectangular	\$ 210.00 Each
7. 24" x 72" Rectangular	\$ 175.00 Each
8. 60" Half Moon	\$ 205.50 Each
9. Astro Chairs	\$ 85.00 Each
10. Padded Chairs	\$ 150.00 Each
11. Wireless Microphones	\$ 1,500.00 Each
12. Wireless Lapel Microphones	\$ 1,500.00 Each
13. Corded Microphone	\$ 200.00 Each
14. Floor Monitors (4)	\$ 900.00 Each
15. Video Cassette Recorder	\$ 300.00 Each
16. Cassette Player	\$ 300.00 Each
17. Compact Disc Player	\$ 300.00 Each
18. AM/FM Tuner	\$ 450.00 Each
19. Video Projector Remotes	\$ 250.00 Each
20. TV/Monitor	\$ 300.00 Each
21. High Beam Spotlight	\$ 4,500.00 Each
22. Large Electronic Projection Screen (PH)	\$ 5,000.00 Each
23. Small Electronic Projection Screen (HH)	\$ 2,000.00 Each
24. Handheld Video Camera	\$ 500.00 Each
25. Stage Curtains, Borders and Legs	\$ 5,000.00 Each
26. Portable Dance Floor	\$ 4,000.00 Each
27. Laser Pointer	\$ 150.00 Each
28. Tripod Screens	\$ 120.00 Each
29. Slide Projectors	\$ 500.00 Each
30. Rolling Projection Carts	\$ 150.00 Each
31. Overhead Projectors	\$ 300.00 Each
32. Rolling Trash Receptacles	\$ 100.00 Each
33. US, State and County Flags	\$ 75.00 Each
34. Dishwasher Trays	\$ 50.00 Each
35. Microwave Ovens	\$ 200.00 Each
36. Meridian Telephones	\$ 200.00 Each
37. Mops	\$ 20.00 Each
38. Mop Buckets	\$ 81.00 Each
39. Dust Mop 36"	\$ 36.00 Each
40. Dust Mop 48"	\$ 54.00 Each
41. Door Mats	\$ 100.00 Each
42. Stick Broom	\$ 15.00 Each
43. Vacuum Cleaners	\$ 450.00 Each
44. Kitchen Service Carts	\$ 150.00 Each
45. Podiums	\$ 1,500.00 Each
46. Upright Piano(s)	\$ 4,500.00 Each
47. Yamaha C7 Piano	\$ 42,000.00
48. LED Video Projectors (PH & HH & Expo Room)	\$ 5,000.00 Each

#### **NONASSIGNMENT**

**LESSEE** will not assign, transfer or subject this agreement or its right, title or interest therein without the written approval of the **LESSOR**.

#### **TOTAL AGREEMENT**

All terms and conditions of this written contract shall be binding upon the parties, their heirs, representatives, and assigns, and cannot be waived by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this contract. Such written document must be incorporated by specific reference herein as part of this contract.

**SEVERABILITY**

If any portion of this agreement is found in violation of the laws or public policy of the State of North Carolina, the County of Sampson or the City of Clinton and thus invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. No illegal activity is permitted in, on or around the Sampson County Agri-Exposition Center as defined by the State of North Carolina.

**SECURITY DEPOSITS**

**A Refundable Security Deposit is required upon booking/reserving a date with the Sampson County Exposition Center. No date(s) will be reserved or confirmed without receipt of required deposit. Security Deposits are refundable provided all facility guidelines are met. The refundable security deposit is not a part of the rental fee and will not be applied toward any facility rental or service fees.**

**Refundable Security Deposit Rate Schedule:  
 \$250 (Non-alcohol/non-dance/non-band events)  
 \$500 (Events serving/allowing alcohol and/or dance/band/DJ events)**

Upon the completion of LESSEE’S event, the refundable security deposit will be refunded to LESSEE provided that no fees for damages or additional services are required. Refunds will be made on the 10<sup>th</sup> and 20<sup>th</sup> day of each month, whichever coincides with the date of this agreement. LESSOR reserves the right to cancel this agreement should balances not be paid by dates aforementioned. All refunds shall be paid to LESSEE by the Sampson County Finance Department.

**FEES AND PAYMENTS**

**\*Final facility charges for room rental and other services shall be based upon the total needs of LESSEE. Should LESSEE require additional services a revised invoice will be presented to the LESSEE prior to the event date and will be due and payable prior to the scheduled event date as described below.**

**LESSEE agrees to pay LESSOR fees (Payable to: County of Sampson) for the rental term and services described herein. All payments for facility rental and services are due 14 Business Days prior to any scheduled event. All scheduled events must be prepaid unless account is pre-approved a minimum of four (4) weeks prior to the scheduled event date by the Executive Director.**

Facility Rental Fee	\$ _____ x _____ # Day(s)	\$ _____
Standard House Manager Rate (Hours 1-8)	_____ x \$12.00 =	\$ _____
Overtime House Manager Rate (Hours >8)	_____ x \$18.00 =	\$ _____
Holiday House Manager Rate (Hours 1-8)	_____ x \$18.00 =	\$ _____
Holiday House Manager Rate (Hours >8)	_____ x \$27.00 =	\$ _____
Standard Security Fee	Total # Hours _____ x \$20.00/Hr.	\$ _____
Holiday Security Fee	Total # Hours _____ x \$30.00/Hr.	\$ _____
	<b>Subtotal</b>	\$ _____

**Other Services**

Corded Microphones	_____ x \$15.00/Day	\$ _____
Cordless Microphones	_____ x \$25.00/Day	\$ _____
Lavaliere Microphones	_____ x \$50.00/Day	\$ _____
Straight Microphone Stands	_____ x \$10.00/Day	\$ _____
LED/VCR Projector Package	_____ x \$75.00/Day	\$ _____
200 Amp Remote Floor Service	_____ x \$50.00 Each/Day	\$ _____

Portable Dance Floor 15' x 15'	_____ x \$250.00/Day	\$ _____
Choral Risers (4 Sections)	_____ x \$100.00/Day	\$ _____
Overhead Projector and Cart	_____ x \$ 25.00/Day	\$ _____
Slide Projector and Cart	_____ x \$ 25.00/Day	\$ _____
TV/VCR Mobile Monitor Package	_____ x \$ 25.00/Day	\$ _____
Flip Chart and Pad	_____ x \$25.00/Each	\$ _____
Dry Board Easel w/markers	_____ x \$25.00/Each	\$ _____
Piano	_____ x \$50.00/Day*	\$ _____
Grand Piano	_____ x \$ 150.00/Day*	\$ _____
Laser Pointer(s)	_____ x \$ 10.00/Each	\$ _____
Table Linen Services (Quote Required)		\$ _____
In House Catering Services (Quote Required)		\$ _____
	<b>Subtotal</b>	\$ _____
	<b>(Prevailing NC Sales Tax)</b>	\$ _____
	<b>Subtotal</b>	\$ _____

**Services**

Piano Tuning Services (* Required for Grand & Studio Pianos)		\$ _____
Elevated Seating Platforms (Quote Required)		\$ _____
Reader Board Advertising _____ x \$40.00/Week		\$ _____
Production Personnel (Quote Required)		\$ _____
Extra Ordinary Cleaning Services _____ Hrs. x \$25.00/Hour/Staff		\$ _____
Other Services _____		\$ _____
	<b>(Services) Subtotal Total</b>	\$ _____

**(\* See Page 14 – FEES AND PAYMENTS)      \*Total Due:      \$ \_\_\_\_\_**

**IN WITNESS WHEREOF, LESSOR AND LESSEE has entered into and executed this agreement.**

BY: \_\_\_\_\_  
**LESSEE**

\_\_\_\_\_  
**Lessee Signature**      DATE: \_\_\_\_\_

BY: \_\_\_\_\_      DATE: \_\_\_\_\_  
**Executive Director, Sampson County Exposition Center, LESSOR**

**(FOR OFFICE USE ONLY)**

**Security Deposit:** Amount Paid \_\_\_\_\_ Date Paid \_\_\_\_\_ Receipt Number \_\_\_\_\_

Deposit Payment Method: Cash \_\_\_\_\_ Check \_\_\_\_\_ Mastercard® \_\_\_\_\_ Visa® \_\_\_\_\_ AMEX® \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Facility Rental Payments: Amount Paid \_\_\_\_\_ Date Paid \_\_\_\_\_ Receipt Number \_\_\_\_\_

Facility Rental Payments: Amount Paid \_\_\_\_\_ Date Paid \_\_\_\_\_ Receipt Number \_\_\_\_\_

Facility Rental Payments: Amount Paid \_\_\_\_\_ Date Paid \_\_\_\_\_ Receipt Number \_\_\_\_\_

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Facility Rental Payments: Amount Paid \_\_\_\_\_ Date Paid \_\_\_\_\_ Receipt Number \_\_\_\_\_

Facility Rental Payments: Amount Paid \_\_\_\_\_ Date Paid \_\_\_\_\_ Receipt Number \_\_\_\_\_

Total Amount Paid \_\_\_\_\_

Rental/Services Payment Method: \_\_\_\_\_ Cash \_\_\_\_\_ Check \_\_\_\_\_ MasterCard® \_\_\_\_\_ Visa® \_\_\_\_\_ AMEX® \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

**Security Deposit Refund Information:**

Amount Refunded \$ \_\_\_\_\_

Date submitted to Finance Office: \_\_\_\_\_

Date refund check requested to be mailed to client: \_\_\_\_\_

Amount Withheld: \$ \_\_\_\_\_

Withheld to Account #: \_\_\_\_\_ JE Date: \_\_\_\_\_

Reason Deposit withheld: \_\_\_\_\_

Additional Staff/House Manager/Security Comments:

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**Attach all receipts of payment for services to this page.**