

C. M. “Mike” Zito Multi-Purpose Center Policies and Procedures

Effective January 2005

Introduction

Purpose of Policies and Procedures

To provide a consistent guideline for users and to provide a safe and quality experience while using the C. M. “Mike” Zito Multi-Purpose Center.

Purpose of Fees

To generate revenues to offset the operational costs of the facilities and to provide funds for future capital improvements.

Establishment of Fees

Fees for use of the C. M. “Mike” Zito Multi-Purpose Center facilities will be reviewed on an annual basis with the intent to balance:

- . • the service needs of the community
- . • the facility target user market
- offer competitive and reasonable rental rates
- cover operational costs and future capital improvements

Surcharges

Shavings Surcharge

All shavings sold or distributed that are not purchased from the C. M. “Mike” Zito Multi-Purpose Center will be assessed a \$1.00 per bag surcharge.

General Usage Policies

Management of C. M. “Mike” Zito Multi-Purpose Center shall have the right at all times to enforce all rules and regulations described herein, and shall have the right to eject all persons who fail or refuse to comply with the rules and regulations.

Access during Events

C. M. “Mike” Zito Multi-Purpose Center Management employees responsible for management and maintenance of the facilities shall have the right to access the facilities at any time during any event.

Accident Management

In the case of an accident or emergency, User agrees to cooperate with Management in the formulation of an action plan and response to media inquires. All accidents, occurrences, and incidents must be reported to C. M. “Mike” Zito Multi-Purpose Center Management immediately. Reports must include:

1. Name, address and telephone number of the injured person or persons.
2. Name, address and telephone number of any witnesses.
3. A description of the accident (how, when, and where it happened).
4. A description of the extent of bodily injury or property damage.

Advertising

Users shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of C. M. “Mike” Zito Multi-Purpose Center Management. C. M. “Mike” Zito Multi-Purpose Center does recognize the need for Users to display sponsor advertising, therefore advertising materials and locations will be determined on an event by event basis.

The User agrees that all advertising of the event will be honest and true. The User will identify the Facility as “C. M. “Mike” Zito Multi-Purpose Center” which may not be abbreviated. No advertising or publicity may state or imply that the C. M. “Mike” Zito Multi-Purpose Center sponsors or is responsible for the User’s activities during the period of use.

Our official logo may be requested for use in advertisements and promotions materials by the User.

Alcoholic Beverages

No alcoholic beverages may be brought to or removed from C. M. “Mike” Zito Multi-Purpose Center property. All alcohol sold and served shall be purchased from C. M. “Mike” Zito Multi-Purpose Center. C. M. “Mike” Zito Multi-Purpose Center shall control the distribution, price and hours of alcohol sales. All arrangements for alcoholic beverages must be approved by C. M. “Mike” Zito Multi-Purpose Center Management.

Animals

Users utilizing the C. M. "Mike" Zito Multi-Purpose Center for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the care and treatment of animals. User assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the User's care and control.

All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises.

USERS WILL SUPPLY THE C. M. "MIKE" ZITO MULTI-PURPOSE CENTER A CURRENT (LESS THAN 1 YEAR OLD) COGGINS TEST CERTIFICATE FOR EVERY HORSE BROUGHT ONTO PROPERTY.

Cancellation by C. M. "Mike" Zito Multi-Purpose Center

C. M. "Mike" Zito Multi-Purpose Center reserves the right to terminate the User's agreement for reasons within its control for good cause. In the event that C. M. "Mike" Zito Multi-Purpose Center exercises that right, it shall refund all deposits and release the User from liability for payment of, the amount provided for on face of this agreement. Should C. M. "Mike" Zito Multi-Purpose Center exercise said right to terminate this agreement, User agrees to forego any and all claims against C. M. "Mike" Zito Multi-Purpose Center and further recourse of any kind against C. M. "Mike" Zito Multi-Purpose Center.

Cancellation by User

Should User cancel the event covered under this agreement, no deposit refund shall be made and the full rental fee is called for by this agreement and shall be payable by User to C. M. "Mike" Zito Multi-Purpose Center as liquidated damages, not as a penalty. The User agrees to also pay any reasonable reimbursable expenses incurred by C. M. "Mike" Zito Multi-Purpose Center in connection with the event covered by this agreement. All cancellations shall be in writing and effective upon receipt by C. M. "Mike" Zito Multi-Purpose Center Management.

Clean-up

It is the responsibility of the User to place all litter and trash in the trash dumpsters prior to closing time. Break down all boxes. If the refuse generated exceeds the dumpster capacity, the tenant will be charged for a special trash service pick-up.

Damage Costs

The User shall be responsible for all damages to C. M. "Mike" Zito Multi-Purpose Center facilities and property. All costs deemed necessary and incurred by C. M. "Mike" Zito Multi-Purpose Center for replacement and/or repairs caused on behalf of the User will be billed to the User. Payment must be made within fifteen (15) days after receipt of billing.

The User may be required to post a security deposit to defray the cost of minor repairs and clean up if necessary. The deposit will be refunded if the facility and property are left in a clean state and there are no damages. The deposit shall be due and payable a minimum of 2 weeks prior to commencement of the event.

Decorations

All decorating plans must be submitted and approved by C. M. "Mike" Zito Multi-Purpose Center Management a minimum of 30 days prior to an event. Regardless of the facility or the type of decoration, the User must remove all decorating materials immediately following the event.

No signs are to be attached to any door of the facility.

Defacement

User shall not injure, mar, nor in any manner deface the Facility or any equipment contained therein and will not make nor allow to be made any alterations of any kind to the Facility contained therein.

Event Marketing

C. M. "Mike" Zito Multi-Purpose Center employees shall not be responsible for event promotion. The office phone number as well as any phone number shall not be published or placed on any promotional material for any event or otherwise published in connection with an event. The Center's logo may not be used on any promotional material without the express written consent of C. M. "Mike" Zito Multi-Purpose Center Management.

Event Staffing

User shall provide all security, ushers, announcers, ticket takers and other personnel necessary to conduct the activities described in the rental agreement. C. M. "Mike" Zito Multi-Purpose Center will provide personnel for limited activities. C. M. "Mike" Zito Multi-Purpose Center employee(s) will be on site at all times while facilities are occupied.

Facility Alterations

User may not undertake any plumbing, electrical, tele-communications, carpentry or mechanical work on any of the facilities. All alterations must be requested in writing and submitted a minimum of 45 days prior to the event.

Fees

All fees may be subject to negotiation and approval of the Parish Council.

Fire Lanes

All vehicles must be parked in designated lots or parallel to roadways in such a manner so as to not block emergency vehicle access to areas of C. M. "Mike" Zito Multi-Purpose Center. Fire lanes of 20 feet are to be maintained on all drives and roads. Any vehicle violating this rule will be towed at owner's expense.

Fire Safety Standards

All fire regulations in the Uniform Fire Code (1997 UFC) shall be strictly observed. Management will work with User during planning meetings to ensure compliance with the UFC. Users should contact the Plaquemine Fire Department at least 30 days prior to the scheduled event.

Food Service / Event Catering

The Center retains all concessions, food and/or product sales. The permit does not carry the right to make any sales except through Center concessionaire.

Glass Containers

Glass drinking containers are not permitted in any C. M. "Mike" Zito Multi-Purpose Center facility, including all parking lots and parish property.

Holiday Restrictions

C. M. "Mike" Zito Multi-Purpose Center facilities are officially closed on the following holidays: Thanksgiving Day and Christmas Day. No reservations for the use of the facility on these holidays will be accepted.

Indemnification

To the fullest extent permitted by law, the User shall indemnify and hold harmless the Parish, their officers, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the User's event, pursuant to the Rental Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of User, any officer, employee, representative or agent of the User, anyone directly or indirectly employed by the User, or anyone for whose acts the User may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, User is not obligated to indemnify the parish hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any negligent act or omission of the Parish, or their agents and employees. User's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this section.

With respect to any and all claims against the Parish or any of their officers, employees or agents by any employee of User or anyone directly or indirectly employed by User, or anyone for whose acts User may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the User, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

Under Louisiana Law, a farm animal activity sponsor or farm animal professional is not liable for any injury to or the death of a participant in farm animal activity resulting from the inherent risks of the farm animal activity, pursuant to R.S. 9:2795.1.

Intellectual Property

User will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Event. User agrees to indemnify, defend and hold Iberville Parish harmless from any claims or costs, including legal fees, which might arise from use of any such material. The C. M. "Mike" Zito Multi-Purpose Center logo may not be used on any promotional material without the express written consent of C. M. "Mike" Zito Multi-Purpose Center Management.

Liability Limitations of Parking

C. M. "Mike" Zito Multi-Purpose Center hereby declares it is not responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on Parish property or at any location for the purpose of attending an event at a C. M. "Mike" Zito Multi-Purpose Center facility. Guests of C. M. "Mike" Zito Multi-Purpose Center who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

Liquid Petroleum

Under no circumstances will liquid petroleum (propane, butane, etc.) be allowed in any facility building or structure.

Lost or Stolen Articles

C. M. "Mike" Zito Multi-Purpose Center will not be responsible, under any circumstances, for property of the User while on C. M. "Mike" Zito Multi-Purpose Center facility premises. C. M. "Mike" Zito Multi-Purpose Center Management will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the User. In addition, C. M. "Mike" Zito Multi-Purpose Center is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a Parish Facility shall be the responsibility of the User. All articles, equipment, exhibits, displays or materials shall be brought into the facilities only at such hours as designated by the Rental Agreement. User assumes all responsibility for any goods or material, which may be placed in storage before, during, or after an Event.

Move In / Move Out Dates

These are pre and post event dates used to set-up for and tear down the necessary facility adaptations to conduct the event. They include bringing equipment and vehicles into C. M. "Mike" Zito Multi-Purpose Center, hanging banners, hauling animals on to the property and other activities associated with conducting an event. Charges for Move in / Move out days will be as determined by the C. M. "Mike" Zito Multi-Purpose Center.

Objectionable Persons

C. M. "Mike" Zito Multi-Purpose Center reserves the right to reasonably eject from the Facility any objectionable person or persons; and neither C. M. "Mike" Zito Multi-Purpose Center nor its employees shall be liable to User for any damages that may be sustained through the exercise of such right.

Parking Lots and Roadways

It is the User's responsibility to coordinate with Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for Parish maintenance workers.

It is important that parking in our lots is organized and orderly. Please park in a considerate manner to maximize the number of vehicles for the lot. **NO LIVESTOCK TRAILERS are to be cleaned out in the parking lots.**

Performance Approval

C. M. "Mike" Zito Multi-Purpose Center retains reasonable approval right over performance, exhibition or entertainment to be offered under this agreement, and User agrees that no activity or part thereof shall be given or held if C. M. "Mike" Zito Multi-Purpose Center reasonably objects on the grounds of character offense to public morals, failure to uphold advertising claims or violations of content restrictions agreed to by both parties at the time of execution of this agreement.

Permits

The tenant is responsible for obtaining all permits otherwise required by law. Users should contact the appropriate permit departments at least thirty (30) days prior to the event. Noise variance permits may be required.

Photos

C. M. "Mike" Zito Multi-Purpose Center Management may take photos of public events held at the facilities. These photos shall be the property of C. M. "Mike" Zito Multi-Purpose Center and may be used by C. M. "Mike" Zito Multi-Purpose Center for educational or promotional materials.

Planning Meeting

As deemed necessary by C. M. "Mike" Zito Multi-Purpose Center Management, planning meetings will be conducted for certain events. These meetings shall be scheduled on an agreed upon date and time. All planning meetings will take place no later than two (2) weeks prior to User's scheduled event.

A planning meeting is recommended for all events and will be scheduled prior to User's event. The person who will be in charge of the event, (*Event Manager*), if different from the person who signed the contract must attend. Large events may require more than one planning meeting. These meetings will be scheduled as needed by either party. Please bring the lay out of your event and any special request that you have for the use of any of the facilities. Please call the office if you have any questions about the facilities or policies.

A separate meeting with the food concessionaire is strongly recommended.

Post Event Equipment

All equipment, props, vehicles and support items must be removed from the premises at the conclusion of the event and move out. Exceptions must be granted in writing from C. M. "Mike" Zito Multi-Purpose Center Management. All equipment left beyond the move out date will be subject to storage charges and possible liquidation.

Refund of Ticket Revenue

C. M. "Mike" Zito Multi-Purpose Center retains the right to make reasonable determination of ticket refunds for cause in keeping with C. M. "Mike" Zito Multi-Purpose Center's policy of retaining public faith. This shall include, but not be limited to, seats blocked by equipment when exchange or comparable location is not possible, failure of equipment, failure of act to appear or perform within reasonable time of schedule provided by User.

Rental Equipment

Frequently Users have a need for items and equipment that are not available as part of the C. M. "Mike" Zito Multi-Purpose Center contract. It is the responsibility of the User to arrange for and submit payment for any rental equipment needed for their event. The Center Director must approve all rental equipment.

Reservations

Users must contact C. M. "Mike" Zito Multi-Purpose Center to determine date availability and to complete an agreement. A signed reservation agreement and \$100.00 non-refundable deposit is required to hold dates. Consideration may be given to the User to rent the same dates for the following year, however, there is no guarantee of availability until a signed reservation agreement is completed.

Sales Tax Collection

Users and User vendors are responsible for payment of all sales, use, assessments and/or fees in compliance with Iberville Parish, the City of Plaquemine and the State of Louisiana. It is the Users' and/or the User vendors' responsibility to collect and submit payment to the Louisiana Department of Revenue.

Seating Capacity

The User will not permit to be sold or distribute tickets or passes in excess of the seating capacity of the Facility as determined by State Fire Marshall.

Security

C. M. "Mike" Zito Multi-Purpose Center Management has the right to require event security, based on the type of event. C. M. "Mike" Zito Multi-Purpose Center, with the consultation of the Iberville Parish Sheriff's Department, will determine event security needs. All event security plans must be submitted and approved by C. M. "Mike" Zito Multi-Purpose Center Management a minimum of 30 days prior to an event.

Security Officers

Uniformed Security Officers are required at events that are serving alcohol or where alcohol is consumed. The officers must be uniformed licensed security officers. C. M. "Mike" Zito Multi-Purpose Center may arrange for security; however, the User may make separate arrangements for the security and the officers must meet the above criteria and approved by the Center Director.

Shaving Sales

User may purchase bagged shavings from the facility or an independent source. User must give C. M. "Mike" Zito Multi-Purpose Center an estimate of bedding usage 30 days prior to event. If shavings are acquired from a source other than C. M. "Mike" Zito Multi-Purpose Center a surcharge of \$1.00 per bag will be assessed.

Check with C. M. "Mike" Zito Multi-Purpose Center for market rates on bagged shavings.

The User is responsible for sales and distribution of all shavings.

Feed is not available from the facility.

Signs

Placement of signs inside or outside the buildings must be approved in advance by the Management of C. M. "Mike" Zito Multi-Purpose Center.

No signs are to be attached to any door of the facility.

Sponsors

The need for sponsors and the value added to the event and facility is understood by all. We have facility sponsors, which we have commitments with. We urge Users to support our sponsors and seek them to sponsor events. All facility sponsor signage will remain in place. Some sponsors have exclusivity. In the case where the User has a title sponsor of a national touring event, special consideration may be granted by the Management of the C. M. "Mike" Zito Multi-Purpose Center. All event sponsors are subject to the approval of C. M. "Mike" Zito Multi-Purpose Center Management.

Temporary stalls

C. M. "Mike" Zito Multi-Purpose Center does not supply temporary stalls on the site. The User may choose to have temporary stalls brought on site, assuming complete responsibility, including but not limited to set-up/tear-down, maintenance, etc. C. M. "Mike" Zito Multi-Purpose Center can do minor repairs at the promoter's request at the cost of \$35.00 per hour with a 1 hour minimum.

Sub-Leasing

The User may not, under any circumstances, sub-lease facilities, equipment or materials owned by Iberville Parish Government. C. M. "Mike" Zito Multi-Purpose Center employees have the sole authority for renting or leasing facilities.

Supervision

The event manager from the User's organization will be responsible for assuring the supervision of the activity and the conduct of all persons connected in any way with the activity while they are on C. M. "Mike" Zito Multi-Purpose Center property. Children are to be supervised by an adult at all times.

Theft

Neither C. M. "Mike" Zito Multi-Purpose Center nor Iberville Parish shall be responsible for losses by User, its agents or employees or ticket holders due to theft or disappearance of equipment or other personal property.

Tickets

• Ticket Printing

All tickets must be prepared by the User and must be of a type and style approved by C. M. “Mike” Zito Multi-Purpose Center management.

• Ticket Distribution

If the User contracts with a ticket distribution company, C. M. “Mike” Zito Multi-Purpose Center must be designated as an outlet and alternative box office.

• Ticket Prices

User agrees to sell tickets at the prices advertised and any deviation must be approved by C. M. “Mike” Zito Multi-Purpose Center management.

Time of Events – Operating Hours

The Parish reserves the right to regulate the time, place and manner of proposed activities in its facilities after considering all applicable factors and interests. The terms “set up” or “tear down” shall include the use of the facilities for moving in and out equipment, and preparation of the facilities for performance of the event. The hours for set up and tear down shall be specified in the Rental Agreement and will be determined at the discretion of C. M. “Mike” Zito Multi-Purpose Center management.

Use of Parish Equipment and Materials

Users shall not operate motorized parish-owned equipment. Additionally, User shall not dispose of in any manner equipment or materials owned by C. M. “Mike” Zito Multi-Purpose Center and/or Iberville Parish.

Use Regulations

C. M. “Mike” Zito Multi-Purpose Center Management may refuse event bookings when it is their opinion that the event may cause undue or unusual damage to the facilities or that they may violate local, state or federal laws, rules or regulations.

User’s Property

In accepting delivery of property addressed to the User, C. M. “Mike” Zito Multi-Purpose Center is acting for the accommodation of the User and shall not be liable for any loss or damage thereof, unless such damages arise out of any negligence or willful misconduct of C. M. “Mike” Zito Multi-Purpose Center employees or its representatives. User assumes all responsibility for any property, which may be placed in storage with C. M. “Mike” Zito Multi-Purpose Center before, during or after event. User agrees that all property pertinent to the event, which is not the possession of C. M. “Mike” Zito Multi-Purpose Center, will be removed from the Facility before the expiration of this agreement. Failure to do so will mean that the User’s effects are abandoned and may be disposed by C. M. “Mike” Zito Multi-Purpose Center.

Vendor Rates

A permit for the sale of merchandise items, **other than food**, will be issued to any qualified vendor for the fee of Two Hundred Dollars (\$200.00) per day.

Payment Policy

Method of Payment

A non-refundable 50% rental deposit shall be paid by the User at the signing of the event contract. The balance of the rental fee must be paid two (2) weeks prior to event.

Insurance Requirements

Certificate of Insurance

The User shall procure and maintain, at its own expense, insurance with insurers with an A- or better rating as determined by A.M. Best's Rating Guide: a Commercial General Liability Insurance. Said insurance shall provide limits of One Million Dollars (\$1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy will contain a severability of interest's provision. The policy will also include all phases of the event (move-in dates, set up preparation, actual event, and specific hours of occupancy, move-out and cleanup dates). The User shall provide C. M. "Mike" Zito Multi-Purpose Center the certificate of insurance naming Iberville Parish and C. M. "Mike" Zito Multi-Purpose Center, its officers and employees as additional insureds and naming the specific event and date(s) being insured. The User will not be permitted to occupy or use C. M. "Mike" Zito Multi-Purpose Center unless and until this insurance is provided.

Changes in These Policies

C. M. "Mike" Zito Multi-Purpose Center rental policies and procedures are subject to periodic review. The policies and procedures in place at the time of the signing of the rental agreement will govern.