**TERMS & CONDITIONS**

**FACILITY**

Avion Center is owned and operated by the SouthEast Valley Regional Association of Realtors™. As such we look forward to serving you in creating the best meeting or event experience you can imagine! We welcome your interest and look forward to working with you. If your company is in the real estate industry, as an industry partner we do not permit programs that attempt to recruit real estate agents, managers and/or franchisees from one real estate company to another. Violation of the policy will result in loss of rental privileges at Avion Center.

\_\_\_\_\_ **Please initial only if in the Real Estate Industry.**

**ROOM RENTALS, DEPOSITS & CANCELLATIONS**

Room rental fees are contracted upon original event details. Revisions such as increased guest count or added room space may result in additional fees.

**CANCELLATIONS**

Upon signature of this Agreement, Avion Center has guaranteed space for exclusive use by your group. Company or authorized signer contracted agrees to remit any p**a**yment of monies due per contract within 30 days after a written notification of cancellation. A $25 fee will be assessed 30 days after non-payment. Cancellation date is the day of email or written notification of a cancellation, up to and including the day of the event. Please note the following cancellation fees:

|  |  |
| --- | --- |
| 30 days or less written notice | **No Refund** |
| 31 days to 45 days written notice | **50% of Deposit refunded** |
| 46 days or more written notice | **Full deposit refunded** |

**DEPOSITS/PAYMENTS/CONTRACT ACCEPTANCE**

Space will be confirmed on a Definite basis with the return of this signed agreement, along with the deposit as noted in the Agreement. **Unless otherwise stated, a 50% deposit is due within 7 days of receiving the Agreement.** Failure to do so will result in you**r** function space being released back into Avion Center inventory. **Final payment is due 14 days prior to event date. If your event is booked 14 days or less prior to your meeting date, full payment is due with contract signature to confirm the** method of confirmation. Please contact Avion Center Meeting & Events Specialist to request alternate methods of confirmation.

**SPACE, EQUIPMENT, MUSIC**, **SERVICES & FEES, STAFFING**

Avion Center is a meeting rental facility.

***Standard Set Up:*** Room rentals include one (1) standard set up (classroom style or round tables) and one (1) Registration table. Standard classroom set up is 3 to a table or standard banquet set is 72” 10 top rounds. Tableware, linens and special décor are not included but may be arranged through the Avion Center or vendor on Preferred Vendor List.

***Special Needs*** such as lighting packages, video or sound tech assistance, electrical or needs other than the basic A/V equipment package provided by Avion Center, as well as other unique service needs for your program, are the sole responsibility of the client. Avion Center can provide approved suppliers for your special need and assistance. Using your own vendor is the client’s option and based on approval by Avion Center. Please inquire with Avion Center for further information.

The Avion Center has a closed audio/speaker system throughout the public areas. If users are planning on a band or other music provider, you must check with the Avion Center representative to clear logistics.

A music license is required for all business related and social events. Contact Avion Center Management for details.

Complimentary Wi-Fi is provided throughout the building. Please ask for current password information.

An Avion Center representative will be onsite during all events. Events must start and end per contracted timeframes.

***A/V Equipment:*** Lessee agrees to return all Audio Visual Equipment in same condition as received, failure to do so will result in replacement charges at current market value.

**ROOM ASSIGNMENTS AND LABOR FEES\*\***

Avion Center Management reserves the right to reassign function rooms to best service and utilize space and room sets. Room amenities will be identical. If you request last minute changes and need additional space, additional room rental fees will be assessed at final billing.

**EVENT TIMES**

It is essential to conclude event(s) at the scheduled time per your contract to allow us time to turn the room for our next guests. All events at Avion Center allow for a 30-minute client setup prior to start time of your meeting. If you need to set up early, please check with Avion Center for scheduling to be sure the space will be available.

**ATTENDANCE GUARANTEE**

A guaranteed attendee/guest count is required to Avion Center five (5) business days prior to event date. Avion Center will make every attempt to accommodate unexpected increases in attendance to ensure the comfort of all for your event.

**FOOD, BEVERAGE & ALCOHOL SERVICE**

Any commercially prepared food or catering is welcome at the Avion Center. Homemade items are strictly prohibited. The caterer must submit a copy of the caterer’s certificate of insurance to the Avion Center at least 7 days prior to the event date. An 18% service charge will be added to any food or beverage service arranged by Avion Center on client’s behalf. Household kitchen appliances are strictly prohibited, including Crock Pots, warming trays and any other corded or heating kitchen appliances.

**ALCOHOL/BAR SERVICE**

The Avion Center requires the use of a licensed bonded bartender service at events where alcohol is being served. You may not charge your guests for alcoholic beverages. Kegs are not permitted. For more information, please contact Avion Center Management. ***Security is required for all events with alcohol service.***

**STORAGE/SHIPPING**

Due to space restrictions, please check with Avion Center Management prior to shipping event items. We are happy to assist you if possible.

**PROMOTIONAL SIGNAGE**

Please be advised that the City of Chandler has event sign ordinances. It is imperative that all pertinent ordinances are strictly obeyed. Any fines that result from illegal signage placed by the client will be the financial responsibility of the client. Copies of the Chandler Ordinances may be obtained from the City of Chandler or by visiting their website at: <http://www.chandleraz.gov/content/UDM_SignificantEventSignPermApp.pdf>.

SEVRAR/Avion Center will not market or advertise on the client’s behalf.

**Signage, Banners and Other Items:** Taping or hanging of any materials to walls or doors is NOT permitted without prior approval with Avion Center Facilities Manager. Should damage occur without prior approval, client will be responsible for repairs as such.

**PARKING AND SECURITY**

Parking space is limited to 160 spaces. Street parking is available, however, parking is not allowed at any adjacent office structure. Valet Service is available through Avion Center’s Preferred Vendor List.

SEVRAR or Avion Center is not responsible for any materials or equipment left in the building overnight, during breaks or meals or in the pre-function or other common space. The Facilities Manager will secure the area when requested, however, the Center assumes no responsibility for the materials or equipment contained therein.

Center’s Preferred Vendor List. The Avion Center requires security for all underage events that have alcohol on-site. It will be at the discretion of the Avion Center which events require security services, and client agrees to pay for said services.

**DECORATIONS**

The use of balloons, confetti, glitter type materials, silly string, birdseed, flower petals, water beads, candles and similar products inside and/or outside the building or parking lot is strictly prohibited. A $500 minimum deep cleaning fee will be applied for misuse of these items. Smoke machines are also prohibited. Client and/or group is responsible for and shall indemnify and hold harmless the SE Valley Regional Association of Realtors™ or Avion Center from and against any damage, loss or liability caused by the user group, or its agents or representatives, or by its invitees or guests before, during or after the contracted function. User group shall, if requested, furnish SEVRAR or Avion Center with evidence of liability insurance coverage that would provide sufficient and adequate coverage for the user group with its use of the facility. Damages to Avion Center by group will be monitored and billed accordingly.

**CLEAN UP**

Client agrees to remove all trash, decorations, or other type of litter which accumulated during the use of the premises, place such materials in the approved garbage receptacles, and leave the room/rooms or areas, including kitchen, in clean condition. Failure to comply with these procedures may result in additional cleaning fees.

**FORCE MAJEURE**

A party shall not be liable for any failure of or delay in the performance of the Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, security issues or any other force majeure event.

**SMOKING**

The Lessee agrees to “no smoking” on the premises; only marked smoking areas are to be used.

**CUSTOMER ACCEPTANCE:** The undersigned accepts the responsibility for the terms & conditions, services and prices listed in this agreement:

|  |  |
| --- | --- |
| By Customer | By Avion’s Authorized Representative |
| **X**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ${ext.documentSignature} | **X**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | ${event.salesperson.firstName} ${event.salesperson.lastName}  ${event.salesperson.title}  Avion Center |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date | Date |