

GENERAL USE AGREEMENT FACILITY RENTAL



GENERAL INFORMATION

Today's Date: _____

Renter Name: _____ Renter Email: _____

Renter Address: _____

City, State: _____ Zip Code: _____

Official Staff Use Only: Resident Non-Resident Staff Initial: _____

EVENT DETAILS

Nature of the Event (birthday party, family reunion, club meeting, etc): One-Time Event Recurring _____

Date of Event: _____

Event Start Time: _____ Event End Time: _____

Event Set Up Time: _____ Break Down Time: _____

Maximum Number of Attendees: _____

Please check all furniture and equipment needs that apply.

- | | |
|--|---|
| <input type="checkbox"/> Tables (# _____) | <input type="checkbox"/> Projector/Screen |
| <input type="checkbox"/> Chairs (# _____) | <input type="checkbox"/> Microphone(s) (# _____) |
| <input type="checkbox"/> Laptop Computer | <input type="checkbox"/> Speakers/Sound |
| <input type="checkbox"/> Temporary Key Card Access | <input type="checkbox"/> After Hours Staff Assistance |

Please check all spaces desired for the event.

- Community Center – Multipurpose Room (Capacity: 16 people with tables, 35 w/o tables)
- Community Center – Albert Weaver Room (Capacity: 120 people with tables, 165 w/o tables)
- Community Center – Kitchen
- Community Center – Back Porch/Patio
- Community Center – Fireplace
- Town Hall – Community Room

Will you be serving food at this event? No Yes If yes, what kind of food service? Self-serving Catered by _____

Will there be animals present at this event? No Yes

Town Manager Animal/Alcohol Approval:

Will you be serving alcohol at this event? No Yes

Deposit Required [Staff Only] \$ _____ Full Deposit Returned (Staff Only) Yes No

Fees Required [Staff Only] \$ _____ Amount of Deposit Withheld (Staff Only) \$ _____

Total Required [Staff Only] \$ _____ by _____ Reason Deposit Withheld:

BY SIGNING HERE, I ACKNOWLEDGE THAT I AM 21 YEARS OF AGE OR OLDER AND THE RESPONSIBLE PARTY ON THIS EVENT, THAT ALL INFORMATION STATED ABOVE IS TRUTHFUL AND COMPLETE TO THE BEST OF MY ABILITY, AND BY SIGNING I HEREBY AGREE TO COMPLY WITH ALL RULES, REGULATIONS, RESTRICTIONS, AND PROHIBITIONS AS STATED IN THIS AGREEMENT. THIS AGREEMENT IS NOT ASSIGNABLE.

A copy of a valid photo ID must be provided by the renter.

Renter's/Responsible Party's Signature: _____

Date: _____

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RESPONSIBLE PARTY – The person completing the rental agreement is the responsible party for the event, must be at least 21 years of age and must be present during the entirety of the event. This person will be considered the responsible party in the case of damage, theft, disturbances, or other incidences during the event.

DEPOSITS – A deposit is required for all rentals, unless otherwise waived, modified, or approved by the Recreation Coordinator. The deposit is due with the Rental Application, no later than 7 days before your event. Deposits can be paid via card, check, or cash. If no damages occur, the facility is left clean and orderly and a Police Officer is not required to attend the event for any reason, the security/cleanup deposit will be refunded. The refund amount will be at the discretion of the designated Town staff member. The Town reserves the right to bill for any expenses that exceed the rental deposit, including additional cleaning fees or lost or damaged items. Please allow ten (10) business days for the issuance of a refund of the deposit.

FACILITY RENTAL – This rental agreement provides the renter with the right to inhabit the space rented. All other spaces are off limits and entry into unauthorized areas constitute a trespass which will nullify this agreement. The space that you are renting includes the event area, restrooms, and use of the facility parking area. Facility rental **DOES NOT INCLUDE** the following:

- Event staff
- Linens or other decorations
- Caterers, kitchen/dining utensils, silverware, glasses, or plateware
- Cleaning

PARKING – Parking is restricted to the designated parking lot located outside of the Community Center. All attending parties must abide by Town parking regulations. Failure to comply with parking regulations may result in the issuance of parking citations.

SIGNAGE – On premises signage may be used but must be pre-approved by the designated Town staff member to ensure compliance with Town ordinances and may only be installed via easel, projection, or yard signs. Signage on roadways, street signs, or other public spaces is not allowed.

SET-UP, BREAKDOWN, AND CLEANUP – The renter shall be responsible for the set-up and breakdown of equipment. Failure to comply may result in the loss of the security/cleanup deposit. If an individual or group needs additional equipment other than what is provided, it must be secured through alternate outside sources. Sufficient time for set up and break down must be included with the reservation. Groups or entities using rooms and facilities will return the rooms and facilities to their pre-event condition, including the following and failure to do so may result in the loss of the deposit:

- Collecting and placing all garbage/recycling in the designated receptables outside of the building
- Flushing all toilets
- Leaving all facility furniture and equipment as found or as directed by the Recreation Coordinator
- Turning off all lights, unless otherwise directed by the Recreation Coordinator.

CANCELLATION – Cancellations of a scheduled activity must be made five business days in advance in order to receive a full refund. Failure to provide required notice will result in loss of all fees paid. Any special circumstances that would merit a refund notwithstanding this policy will be the decision of the designated Town staff member. In the event of an emergency or severe weather, Town Manager or his/her designee has the authority and right to suspend all activity within the facility and evacuate all individuals to the nearest emergency shelter.

PHOTO RELEASE – By signing below I grant permission to the representatives and employees of the Town of Weaverville to take photographs and video during the activity or event and authorize the Town of Weaverville to publish those photos in print and/or electronically for promotional use only.

MISCELLANEOUS PROHIBITIONS –

- a. Bubbles, confetti, sand, glitter, birdseed, and rice are prohibited inside the facilities. Birdseed and bubbles are permitted outside.
- b. Illegal drugs, gambling, and solicitation is prohibited.
- c. Any game or activity that is prohibited by North Carolina law, federal law, or local law.
- d. No open candlewicks; all candles must be enclosed in such a way to prevent risk of fire and damage caused by dripping wax (votive or hurricane-type containers are recommended).
- e. Nails, hooks, tacks, tape, glue, sticky tack, or screws into any part of the facilities is prohibited.
- f. Items may not be left overnight unless previously authorized.
- g. Fireworks or other explosives, including sparklers, are prohibited in the facilities and on the premises.
- h. Balloons are allowed at events held at a Town facility so long as they are securely tethered for the entirety of the event.

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ADDITIONAL RENTAL RULES, REGULATIONS, RESTRICTIONS AND PROHIBITIONS

For any event where minors (18 years of age or younger) will be a majority of the attending guests, a ratio of 1 adult to every 10 minors must be present. The renting party shall be responsible for the orderly behavior of their guests using the facility and must conform to all Facility Use Policies and Town rules and regulations.

All events and potential noise disturbances must end no later than 10:00pm to comply with the Town of Weaverville noise ordinance. Cleanup is permitted until 11:00pm. An extension of this cleanup time must be approved by the Recreation Coordinator.

No person shall enter or remain in a Town building or facility unless properly clothed. Clothing and footwear appropriate to the event are required at all times.

A key may be provided only in the discretion of the Recreational Coordinator, Public Works Director, or Town Manager.

Use of the kitchen in the Community Center will be an additional fee. The Community Center kitchen may not be used unless with the Recreation Coordinator's explicit permission.

Animals are allowed inside the facility upon approval by the Town Manager, not including large animals such as horses or livestock. Service animals are allowed with proper documentation.

Alcoholic beverages may only be permitted in the Town Hall Community Room and Weaverville Community Center upon approval of the Town Manager. The renting party assumes all responsibilities and liabilities associated with the serving or consumption of alcoholic beverages during their use of the Town's property and the conduct of the special event. Special Event Insurance is to be purchased through the Renter's personal insurance policy or through the Tenant User Liability Insurance Program (TULIP) offered by the North Carolina League of Municipalities.

The Town, its officers, agents, and employees shall have the right to enter the facility at all times during the rental event to confirm Renting party's conformance to this policy. If the Town determines, in its sole judgement, that Renting person has breached a term of this policy, the Town Manager shall have the right to immediately terminate this rental agreement prior to the expiration of its term and prior to the conclusion of the event without any refund to the renting person.

Under no circumstances may a group or entity use the Town's insignias, including the Town logos, without the express permission of the designated Town staff member for any events at Town facilities.

Failure to conclude the use of a room or facility (defined as more than fifteen minutes beyond the time indicated on the application), may result in the forfeiture of the deposit and additional fees assessed for Police Department enforcement.

The renting party shall immediately report defective equipment or unsafe conditions of any equipment or facilities that may endanger anyone to the Town employee in charge of the facility.

The renting party shall promptly report all accidents or incidents which result in either personal injury or damage to the property of the Town, an employee, or member of the public, regardless of who is responsible for the damage.

The Town Manager reserves the right to deny the use of the rooms and facilities if it is determined that the use is not in the best interest of the Town and public. The Town also reserves the right to evict any group or entity from any room or facility if deemed in the best interest of the Town and public.

The renting party will observe and obey all the Laws of the United States and the State of North Carolina; all applicable ordinances of Buncombe County and the Town of Weaverville; all rules, regulations, and requirements of the Buncombe County Health Department; the Weaverville Police and Fire Departments and other authorities of the Town. The renting party will obtain all licenses and permits required by any public body or contract at their expense.

No items may be taped or otherwise secured to walls, ceilings, or any surfaces. Any decorations placed must be removed and properly disposed after the event. All left decorations will be considered trash. Town furnishings /equipment may not be removed from the facility.

Smoking and vaping are prohibited inside the facility, including on the patio. Smoking is allowed outside only in designated smoking areas.

Weapons of any kind are prohibited, including guns of any kind and regardless of whether or not a valid permit exists for such weapon. Exemptions apply for active law enforcement and military.

The following require approval of the Town Manager: (a) charging for admission; (b) selling tickets or taking subscriptions or collections; (c) dances, DJs, bands; (d) selling of merchandise, products, services, etc.

**GENERAL USE AGREEMENT
FACILITY RENTAL**



A police officer may be required for an activity when deemed necessary by the Town Manager. Any monetary compensation required for such a service shall be included in a contract between the Police Department and the renting party.

WAIVER AND RELEASE LIABILITY

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM THE RESPONSIBLE PARTY FOR THIS EVENT, THAT I HAVE READ AND AGREE TO ABIDE BY ALL OF THE TERMS OF THIS AGREEMENT, AND THAT I AM RESPONSIBLE FOR ANY INJURY, THEFT, DAMAGE, DISTURBANCE, OR OTHER INCIDENT CAUSED OR SUSTAINED DURING THE EVENT. I ALSO ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

I acknowledge and understand that the Town of Weaverville is not responsible for any items left in the rented space at the conclusion of the event and that the Town assumes no responsibility for lost, stolen, or damaged personal property.

I acknowledge and understand that I am fully responsible for the care of the furniture and equipment during my rental. I understand that I will be held responsible for all cost associated with repairs or replacement of any lost or damaged items in the facility during my scheduled event. Incidences of injury, damage, or other should be reported to the Town of Weaverville Recreation Coordinator immediately.

I understand and acknowledge that the entire facility is under video surveillance and recordings may be used for evidence, if necessary.

BY SIGNING BELOW I ACCEPT AND ASSUME FULL RESPONSIBILITY FOR ANY AND ALL INJURIES, DAMAGES (BOTH ECONOMIC AND NON-ECONOMIC), AND LOSSES OF ANY TYPE, WHICH MAY OCCUR AND I HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE THE TOWN, ITS INSURERS, EMPLOYEES, OFFICERS, AND DIRECTORS, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION, OR CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER THE SAME BE KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM OR ARISING OUT OF MY EVENT. I EXPRESSLY AGREE TO INDEMNIFY AND HOLD THE TOWN HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION, OR CAUSES OF ACTION, OF ANY PERSON OR ENTITY, THAT MAY ARISE FROM INJURIES OR DAMAGES SUSTAINED AS A RESULT OF THE EVENT.

THIS AGREEMENT, is signed and entered into as of this day _____, by and between the Town of Weaverville and _____.

Renter's/Responsible Party's Signature: _____

Date: _____

Town of Weaverville Representative Signature: _____

Date: _____