

PLAIN VIEW RECREATION CENTER

FACILITY USE AGREEMENT

This Rental Contract is made the ___ day of _____ 20___, between **The Plain View Community Coalition** and _____, hereafter Renter. The Renter hereby rents the Plain View Recreation Center at Plainview Highway, Dunn, North Carolina under the following terms and conditions:

1. RENTER INFORMATION

Contact name: _____

Telephone*: Cell _____ Other _____

Organization: _____

2. EVENT INFORMATION

Description of event _____

Date of event _____ Estimated attendance _____

Time event begins (incl. set up) _____ Time event ends (incl. clean up) _____

Open to the public? Yes No

Will minors be present? Yes No

Admission fee charged? Yes No

Will there be music? Yes No

Will food be served? Yes No

Will food be sold? Yes No

Will Alcohol be served? Yes No

3. CONDITIONS OF USE

A. RESERVATIONS

1. The Facility is not considered rented until the Renter delivers to the Plain View Community Coalition the Facility Use Agreement, rental fee, deposit, and any other items deemed necessary by The Plain View Community Coalition and the Coalition, in its sole discretion, approves such rental in writing.

2. A person who is at least twenty-one (21) years of age must sign this agreement. **The serving or consumption of alcohol is expressly prohibited on the property. Violation of this provision shall forfeit the Deposit and may lead to legal action against the Renter.**

3. The Renter shall be responsible for securing all required permits and licenses.

4. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.

5. The Renter shall not use The Plain View Community Coalition's name to suggest endorsement or sponsorship of the event. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.

6. The Renter shall permit any Plain View Community Coalition agents to visit the event described in this agreement.

7. The Renter shall be responsible for picking up and dropping off the keys to the Facility immediately before or after the event.

8. Under no circumstances shall the Renter sublease or allow any other organization or individual to use the Facility for the period for which the Renter has contracted.

B. FEES

1. The Rental Fee is as follows:

<u>Weekday Rental Monday-Thursday</u>	6p-9p	\$100.00 (3 Hours)
<u>Friday Rental</u>	6p-10p	\$250 (4 Hours)
<u>Weekend Half Day Rental</u>	10a-4p or 4p-10p	\$250.00 (6 Hours)
<u>Weekend Full Day Rental</u>	10a-10p	\$500.00 (12 Hours)
<u>Deposit</u>	\$250.00 (Refundable)	

2. Any person or agency holding a reservation for the use of the facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee and deposit for the Facility.

3. The Plain View Community Coalition may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.

4. Renter is responsible for any lost keys, and any costs that the Plain View Community Coalition might incur to replace and/or re-key the Facility.

5. In the event the Facility is left not cleaned or damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by the Plain View Community Coalition as a result of same and these fees shall be billed to Renter.

INDEMNIFICATION

1. Renter shall indemnify, defend, and hold harmless The Plain View Community Coalition its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property.

2. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Plain View Community Coalition's facilities and adjoining property to the Coalition, in writing and as soon as practicable.

3. Renter waives any right of recovery against The Plain View Community Coalition its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public

authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to The Plain View Community Coalition its officers, employees, or agents.

4. Renter waives any right of recovery against The Plain View Community Coalition, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if The Plain View Community Coalition its officers, employees, or agents seek recovery against Renter.

SECURITY

1. The Plain View Community Coalition at its sole discretion may require a certain number of security officers for the event. Renter shall be responsible for procuring and paying for security officers through a private security agency.

2. Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The Plain View Community Coalition is not responsible for providing this supervision. However, The Plain View Community Coalition may evict individuals from the Facility during the event if their conduct is not in the public's best interest or is deemed detrimental.

SET UP / CLEAN UP / DECORATIONS

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be allowed access to the Facility before or after the event. The Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.

2. The Renter shall not prepare or decorate the Facility before the event start time, unless the Renter provides rental fees and deposits for the preparation and/or decoration.

3. The Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.

4. The Renter shall be responsible for all clean-up of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. The renter shall also leave all fixtures, if any, in good working condition.

5. The Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of The Plain View Community Coalition or his/her designee.

6. The Renter shall be responsible for all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, the Renter shall be charged for any and all janitorial and/or repair fees incurred by The Plain View Community Coalition as a result.

EQUIPMENT / ACCESSORIES

1. The Renter shall not remove, relocate, or take any facility property outside of the Facility for any reason without the prior written approval of The Plain View Community Coalition or his/her designee.

2. The Renter shall not use The Plain View Community Coalition equipment, tools, or furnishings located in or about the Facility without the prior written approval of The Plain View Community Coalition or his/her designee.

3. The Renter shall not excessively drive motorized vehicles on fields or green space.

4. The Renter shall secure the approval of The Plain View Community Coalition before using audio/visual systems, public address systems, and live or recorded amplified music. The Renter shall not record, televise, or broadcast the event or any portion thereof without prior written approval of The Plain View Community Coalition or his/her designee.

MISCELLANEOUS

1. The Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.

2. The Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility. **Maximum Occupancy is 100.**

3. Gambling of any kind is not permitted at the Facility.

4. Alcoholic Beverages are not allowed at the facility.

5. Smoking is not permitted at the Facility.

6. No animals are permitted at the Facility, with the exception of guide dogs.

7. If the Renter violates any part of this agreement or reports false information to The Plain View Community Coalition, we may refuse the Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.

8. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IMPORTANT-READ

BEFORE SIGNING I AM AN authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature _____

Print name _____

Organization _____

Address _____

Telephone: Cell _____ Other _____

The Plain View Community Coalition USE ONLY

Rental fee \$ _____ Deposit \$ _____ Total paid \$.

Approved _____ Disapproved _____ Deposit returned -----

Date _____ By _____

Plain View Community Center Check Out
Form for Return of Security Deposit

Keep this Form for Completion and to turn in for your Security Deposit Refund

- Floors Swept and Mopped
- Trash Picked up and Removed from Property
- Trash Bags Replaced
- Ladies Restroom trash removed/trash bags replaced
- Men's Restroom trash removed/trash bags replaced
- Toilets flushed in Ladies Restroom - NO PLUMBING ISSUES NOTED
- Toilets flushed in Men's Restroom - NO PLUMBING ISSUES NOTED
- All doors locked and secure
- Keys left in Lockbox

This facility is made available to all Plainview Residents at a very reasonable cost. We do not have custodians and we consider the community center the responsibility of all of us to keep it in good shape for those using it in the future. Please check all boxes above indicating you have completed these check out tasks.

Please return this signed and completed form to the PVCC volunteer who has helped you up until this point to initiate the return of your Security Deposit. Your deposit will not be processed until this form is returned with all the boxes checked and with the signature of the responsible party.

The Plainview Community Coalition reserves the right to withhold any or all of the deposit for failure to complete the above-named tasks upon check-out.

_____ Date _____
Signature of Rental Responsible Party

Address for Refund:

Name: _____

Address: _____

_____ Date _____
Signature of PVCC Volunteer

- OK to return all of the deposit
- Deduct a portion of the Deposit for the following reason: _____
- _____
- _____