

**PLAINVIEW RECREATION CENTER
FACILITY USE AGREEMENT**

This Rental Contract is made the _____ day of _____, 20____, between **The Plainview Coalition** and _____, hereafter Renter. The Renter hereby rents the Plainview 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 Renter delivers to the Plainview Coalition the Facility Use Agreement, rental fee, deposit, and any other items deemed necessary by The Plainview 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. 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. Renter shall not use The Plainview 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. Renter shall permit any Plainview Coalition agents to visit the event described in this agreement.
7. 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 Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted.

B. FEES

1. The Rental Fee is as follows:

<u>Hourly Rental</u>	\$25.00 first Hour, \$25.00 each additional hour (3 hour Minimum)
<u>Daily Rental</u>	\$150.00 per Day (Cash/Money Order)
<u>Deposit</u>	\$150.00 Cash/Money Order (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 Plainview 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 Plainview 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 Plainview Coalition as a result of same and these fees shall be billed to Renter.**

C. INDEMNIFICATION

1. Renter shall indemnify, defend, and hold harmless The Plainview 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 Plainview 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 Plainview 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 Plainview Coalition its officers, employees, or agents.
4. Renter waives any right of recovery against The Plainview 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 Plainview Coalition its officers, employees, or agents seek recovery against Renter.

D. SECURITY

1. The Plainview 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 Plainview Coalition is not responsible for providing this supervision. However, The Plainview Coalition may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

E. SET UP / CLEAN UP / DECORATIONS

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

2. Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides rental fees and deposits for the time of the preparation and/or decoration.
3. 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. 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. Renter shall also leave all fixtures, if any, in good working condition.
5. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of The Plainview Coalition or his/her designee.
6. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by The Plainview Coalition as a result.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take any facility property outside of the Facility for any reason without the prior written approval of The Plainview Coalition or his/her designee.
2. Renter shall not use The Plainview Coalition equipment, tools, or furnishings located in or about the Facility without the prior written approval of The Plainview Coalition or his/her designee.
3. Renter shall not excessively drive motorized vehicles on field or green space.
4. Renter shall secure the approval of The Plainview Coalition before using audio/visual systems, public address systems, and live or recorded amplified music. Renter shall not record, televise, or broadcast the event or any portion thereof without prior written approval of The Plainview Coalition or his/her designee.

G. MISCELLANEOUS

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

2. 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 Renter violates any part of this agreement or reports false information to The Plainview Coalition, we may refuse 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 Plainview Coalition USE ONLY

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

Approved _____
Disapproved _____
Date _____
By _____

Deposit returned _____

Plainview 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.

Signature of Rental Responsible Party

Date

Address for Refund:

Name: _____

Address: _____

Signal of PVCC Volunteer

Date

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

Jim Schmidlin
910-263-1275 Mobile
jkschmidlin1@gmail.com