

NORTH CAROLINA

JOHNSTON COUNTY

**TOWN OF BENSON
FACILITY RENTAL AGREEMENT**

THIS FACILITY RENTAL AGREEMENT, made this _____ day of _____, 20____ by and between The Town of Benson, a North Carolina Municipal Corporation, hereinafter referred to as "Town", by and through its subordinate entity, the Town of Benson Parks and Recreation Department, hereinafter referred to as "Department", and:

Lessee:

(Name of individual or organization)

(Printed name of responsible party of above entity)

Address:

City:

Zip:

Phone:

AM _____

PM _____

Cell Phone:

(Please provide # you can be reached at on the day of the event)

Email:

hereinafter collectively referred to as "Lessee",

WITNESSETH:

THAT WHEREAS, the Town and the Department maintains and operates several facilities, parks, ball fields, and other similar recreational areas, hereinafter collectively referred to as "facilities", for public use and enjoyment; and

WHEREAS, the Town leases said facilities to the public for recreational use; and

WHEREAS, the Lessee wishes to lease the following facility:

_____, and

WHEREAS, the Lessee wishes to lease the aforementioned facility from the Town and Department for the following event:

Event description: _____

Special arrangements or equipment need or special needs of Lessee (please include any information regarding special needs or handicapped individuals): _____

Will goods be sold? Yes _____ No _____ Will food be served? Yes _____ No _____

Number of participants/attendees? _____

NOW THEREFORE, in consideration of the premises, and subject to the terms and provisions of this Agreement and Town Ordinance, the Town by and through its subordinate entity, the Department, does hereby lease the following facility to the Lessee:

Leased facility: _____

Date and time of use: Date _____ Time: from _____ am/pm to _____ am/pm

The rental fee for the lease of the aforementioned facility shall be payable as follows:

Rental Fee: \$ _____

The security deposit for the rental referenced hereinabove shall be:

Deposit: \$ _____

Terms of Deposit: The above referenced deposit is refundable to the Lessee provided the leased facility is left in a clean and orderly state and there is no physical damage to the facility. A post-event inspection of the leased facility shall be performed by a Department representative to determine Lessee's compliance with this provision.

**INDEMNIFICATION, WAIVER, AND AGREEMENT
PROVIDE INSURANCE:**

The undersigned Lessee hereby warrants and represents that it is fully vested with all legal and/or other necessary authority to obligate, represent, and/or contract on behalf of any group of individuals, group, or organization he/she may be affiliated with who will use any Town of Benson Parks and Recreation Facilities. The undersigned, and/or the organization he/she represents hereby agrees to use any Town Property only as designated and to comply with all laws, rules, and terms of use set forth by the Town.

If Lessee's usage is for a Public Function, the Lessee shall not prohibit, dissuade, prevent, or exclude any member of the public based upon or regarding, an individual's race, color, religion, sex, age, national origin, or disability. If Lessee's use or intended use is found to be in violation of this clause, this rental agreement shall be subject to immediate termination by the Department. If Lessee's usage is for a Private Function, the lessee shall not advertise, promote, announce or open the event to the public, in any manner. If such event is determined to be open to the public, the Lessee must abide by the rules regarding a Public Function.

The undersigned, on behalf of itself and/or the organization he/she represents, does hereby indemnify and agrees to hold harmless, to the fullest extent permitted under North Carolina Law, the Town, its employees, agents or any other entity affiliated with the Town from any and all loss, whether to person or property, and furthermore forever discharges, and agrees to hold harmless the Town from any and all liability, claims, and/or demands of any nature whatsoever, whether in equity or at law, which may arise from use of Town facilities. The Lessee understands this Waiver and Release is to be broadly and liberally construed and includes, however is not limited to, release and discharge from any liability or claim Lessee may have against the Town with respect to bodily injury, death, illness, or property damage resulting from use of Town facilities. Volunteer understands that neither the Town nor the Department provides any insurance or other financial assistance in the event of an injury, illness, death, or property damage arising out of Lessee's use of Town facilities. The Lessee hereby warrants it has general liability insurance in place to cover any loss arising out of or incident to any use of Town facilities, and will provide proof of same to the Department prior to any use of Town facilities.

OTHER TERMS AND MISCELLANEOUS PROVISIONS:

The Lessee hereby covenants with the Town and Department that he/she/it will comply with all terms of use and designated rules governing Town facilities and the specific rules affecting the facility referenced hereinabove. The Lessee further warrants that it will comply with all local rules, ordinances, and laws of the Town and State of North Carolina while making any use of Town facilities.

No illegal activity will be tolerated on the leased premises; should any illegal activity be reported and is attributable to the Lessee or attendees of its event, or if illegal activity is found to be permitted by the Lessee on the leased facility, the Lessee will be in breach of this agreement and his/her/its right to use the facility will be immediately revoked.

Lessee is solely responsible for all damage or loss occurring during or arising out of the use, as set forth herein, of the leased facility whether to the Lessee, a third party, or the facility itself. Lessee is solely responsible for the behavior, omissions, negligence, or other actions of itself, its members, if applicable, and all attendees of the subject event on leased facility, as set forth herein. Lessee understands that obstreperous or boisterous behavior will not be tolerated at any leased facility.

Alcoholic beverages are not permitted on any Town property or facility. The lessee warrants to the Department and Town that no alcoholic beverages will be present at the subject event referenced above.

Lessee shall maintain the leased facility in a clean and orderly fashion at all times during the Lessee's event referenced above.

Any breach of the terms of this agreement by the Lessee shall revoke Lessee's right to use the leased facility.

IN TESTIMONY WHEREOF, the Lessee, in acceptance of the terms and conditions set forth herein, has hereunto set his/her/its hands and seals, the day and year above first written:

Individual Lessee: _____ (SEAL)
(Signature of individual Lessee)

(Lessee printed name)

Organization/Group Lessee: _____ (SEAL)
(Name of Organization or Group)

(Signature of authorized person)

(Authorized person printed name)

OFFICE USE ONLY:
Date _____ Initials _____ Deposit _____ Receipt # _____
Fee Paid _____ Cash or check (circle) Check # _____ Receipt # _____

DEPOSIT INFORMATION:

Deposit return date: _____ Staff Initials: _____ Lessee Initials: _____