

**STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD**

**LICENSE AGREEMENT FOR
TOWN HALL RENTAL**

THIS AGREEMENT is entered this _____ day of _____ year of _____
By and between the Town of Ruth, hereinafter referred to as the Town, and (Person renting
the facility)

Hereinafter collectively referred to as the licensee whether one or more individuals or entities:

WITNESSETH: The Town is the owner of real property, commonly known as the Town Hall, located
at 199 Northview-Dorsey St, Rutherfordton, NC 28139 and has decided to make the property available
to citizens for their use for private meetings and gatherings.

The licensee has requested to use the property for the following purposes or type of
function _____ ; and

the Town has decided to allow the use of the clubhouse for the above stated purpose or function only
during the time hereinafter set out.

NOW THEREFORE, in consideration of mutual promises contained in the agreement, the parties agree
as follows:

1. The Town hereby grants to licensee a license to occupy and use subject in all the terms and
conditions of this agreement, the town hall building only for the purpose or function listed above, and
for incidental purposes related to such function or purpose, on the following days(s) between the hours
or times listed which includes the time needed for preparation of the premises for the purpose or
function stated above:

Date(s) _____ Beginning Time _____ Ending Time _____ # of Attendance _____

Licensee may use the facility for the times noted above. Any music must stop at 11:00 pm.
All persons must be out of the clubhouse by midnight unless prior written approval has been obtained
from the Town Mayor.

Licensee _____

phone# _____ email _____ alternative phone # _____
(required)

Address _____

The Licensee will be solely and wholly responsible for all damages sustained to the

Town Hall property during, or because of, the event set forth as listed above.

The Licensee agrees that the use of the Town Hall property shall be subject to such reasonable rules and regulations as shall be provided by the Town. **Specifically, the attached Town Hall Cleaning Checklist is incorporated by reference and the cleaning duties described therein shall be completed by the Licensee.**

2. **Rental Details:** No one shall be permitted to use the building without having made proper reservations, paying the required deposit and payment for the building. A rental fee must be paid within 5 working days of the day of the booking. The fee will guarantee the renter a specific date for booking. A cash security deposit shall be paid at Town Hall prior to release of the key or key code, and the key can be picked up the day of the event or one (1) business day prior if event falls on the weekend. The key must be returned to Town Hall by the responsible party the next working day after the event to avoid a partial or complete forfeiture of your deposit. The security deposit will be refunded after the key is returned and the Town Hall is inspected. A portion of or up to and including all the security deposit will be forfeited if the key is lost and/or the clubhouse is not cleaned to standards set forth by the Town of Ruth prior to vacating the premises for the day. If additional cleaning is required, the renter will be billed for the cost. ****Please see attachment for Town Hall Cleaning Rules and Checklist****

Cancellation refunds will only be made by the Town seven days prior to the weekday event and thirty days prior to the weekend event. During the Holiday Season, November 1 through January 1 no refunds will be given.

Rental Fee: Licensee shall pay the Town for this license a user fee of the following rate in advance of use:

\$50 a day for citizens of the town of Ruth

\$100 a day for non-citizens

\$100 cash deposit due prior to key code exchange due @ booking from either

Licensee may not sublet the building to another person or group. The building may not be used for personal gain, i.e., a flea market, sales demonstrations, sale of products, services or materials.

Licensee are free to use any catering service for their event, provided that the caterer has and can provide proof of adequate insurance coverage, and proof of compliance with any health department requirements. Caterer documentation must be presented to the Town two weeks prior to the event date.

4. **Use of Alcohol:** The Town does not allow alcohol on the premises. If this policy is violated all deposits will be forfeited

5. **No Pets Allowed:** The Town does not allow pets on the premises. If this policy is violated all deposits will be forfeited.

6. **Decorations and Clean-up:** Decorations that may cause permanent damage to any wall, ceiling, floor, or any other part of the structure are forbidden. Tape, staples, or nails **are not** to be used. Existing curtains, art work or permanent decorations **are not to be removed** from their place. No confetti are allowed in or around the building. All decorations, furniture or fixtures placed by licensee should be removed in their entirety from the building immediately after the Town Hall has been used. Any damage must be reported to Town Mayor immediately.

No tobacco products are to be used inside the building. No tobacco products are to be used outside the building. No open flame candles are permitted. The fireplace is equipped with gas logs for your use, but please do not put any foreign objects in the fireplace or burn any items.

The building should be left clean. Check sheet is attached for clean-up directions. Report to Town Hall if anything (furniture, dishware, appliances, etc.) is broken.

7. **Termination of contract:** The Town reserves the right to terminate this agreement and the license herein granted at any time upon providing notice to the licensee or their guests. In the event of termination by the Town, any funds paid shall be returned to the licensee if terminated prior to the start of the function for which the premises were requested, and pro-rated for the period of actual use in the event of termination after the start of the function, provided there are no other costs for which licensee has become liable to the Town.

8. Licensee acknowledges that he has inspected the premises and they are safe and suitable for the function or purpose for which the premises are to be used.

9. Licensee shall indemnify and hold the Town harmless from and against any and all cost and liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the premises covered by this license, or any means of ingress to and egress from such premises, except liability for personal injuries, property damages, or loss of life or property caused solely by the negligence of the Town or its employees, including all costs and reasonable attorney's fees incurred by the Town in the defense of any claim made against it for any such damage, injury or loss of life.

10. It is understood that the license is personal to the licensee and may not be transferred or assigned and shall not inure to the benefit of any successors or assigns of the licensee.

11. It is agreed and understood that the Town is not a host or sponsor of the function or gathering held by the licensee on the premises and expressly does not assume any liability for any damage or personal injury or loss of life caused by licensee, their guests or any others allowed or coming on the premises during the time of licensee's use.

12. This agreement shall constitute the entire agreement between the parties and there are no other understandings, representations or inducements of any kind preceding the execution of this agreement.

IMPORTANT

The time scheduled with Town Hall for usage of the Town Hall is an allotted time for set-up and clean-up.

Please note: the premises are subject to inspection by Town officials at any time. This may include entering the premises during an event. Any violation of these rules may lead to denial of future rental requests and/or result in Forfeit of Deposit.

Signed the day and year first above written.

Licensee Signature

Date

Approved by

FOR OFFICE USE ONLY:

Payment date: _____ **Taken by:** _____ **Cash MGT RCPT #:** _____

REFUND OF DEPOSIT:

- Renter signs acknowledging the amount and date of deposit return. - Staple signature receipt here.

FOR FORFEITED DEPOSITS: Enter in miscellaneous cash under revenue.

Reason for forfeiture: _____ **Amount Withheld:** _____

Cash Management Receipt #: _____ **Entered by:** _____

FOR CANCELLED RESERVATIONS:

Date refund request received: _____ **Staff receiving:** _____ **refund Check #:** _____.