

## Indian Trail Meeting Hall Rental Agreement

This contract defines the terms and conditions under which The City of Southport Indian Trail Meeting Hall, (hereinafter referred to as Owner), and \_\_\_\_\_ (hereafter referred to as the Renter) agree to the Renter's use of the Owner's facilities.

The applicant understands and agrees that a person or organization using a City facility is responsible for abiding by all rules and regulations set forth in the City Code or Facilities Use Policies, as may be amended from time to time. The applicant acknowledges and understands that it is the responsibility of the applicant to verify the rules and regulations in effect at the time of use. Applicant hereby agrees to release and indemnify and hold the City of Southport and its' employees, staff, and officials harmless from and against all claims, suits, losses, or related causes of action for damages or injuries arising from the use of the Indian Trail Meeting Hall.

This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by Owner and the Renter.

### RENTER INFORMATION

Non-profit Organization Name: \_\_\_\_\_ EIN Number: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ Email Address: \_\_\_\_\_

Proposed Event: \_\_\_\_\_

Proposed Date(s) of Event: \_\_\_\_\_

Proposed Time(s) of Event: \_\_\_\_\_

*Occupancy of the space shall be between 7 a.m. and 10 p.m.*

Approximate Number of Guests: \_\_\_\_\_

*Occupancy shall not exceed the occupancy of the building which is 60 people.*

I plan to serve food at this event: \_\_\_ Yes \_\_\_ No

### CONDITIONS OF USE

This facility is intended to be used for meetings, for both City and nonprofit organizations. **This facility is not available for social events or paid events.** *The City of Southport offers other rentals facilities for such events.*

The facility must be returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. This includes returning tables and chairs to the state in which they were found. Renter is responsible for the removal of all food particles and trash from the property or placed in a receptacle provided on site. If the site is left in an unreasonable state at the end of the rental period, **it will result in a cleaning fee of \$75.00** which will be invoiced to you no later than the next business day. If left unpaid, your group will not be allowed to utilize the building until the fee has been received.

I have read and agree to the preceding: \_\_\_\_\_,  
Renter 1, Renter 2

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## CLEAN-UP

Renter shall be responsible for returning the and site to the condition in which it was provided to them. Renter is responsible for any damages to the building, furniture, fixtures, or landscaping. All property belonging to Renter, Renter's invitees, guests, agents, and subcontractors, shall be removed by the end of the rental period. Owner is not responsible for any property left behind by Renter, Renter's guests, invitees, agents, and subcontractors.

I have read and agree to the preceding: \_\_\_\_\_, \_\_\_\_\_  
Renter 1, Renter 2

## RULES AND CONDITIONS FOR USAGE (Alphabetized)

**ACCESS CODE:** A new code will be generated monthly and will be provided upon confirmation of your date.

**AIR CONDITIONER:** Building doors must remain closed to ensure the building remains cool.

**ALCOHOLIC BEVERAGES:** Alcoholic Beverages re not permitted.

**CANDLES:** The use of any type of open flame is prohibited.

**CHILDREN:** Children under the age of 18 are your complete responsibility.

**CONTACT PERSON:** You must designate one individual as your Contact Person. This must be someone able to effectively communicate with our on-site facilitator the day of the event should they have problems/concerns/questions.

**COURTESY PROTOCOL:** The Owner reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

**GARBAGE DISPOSAL:** Trash disposal is your responsibility. This trash may be placed into the Owner dumpsters.

**HANDICAP ACCOMMODATIONS:** We provide ramped walkways throughout the property along with suitable restroom facilities.

**LANDSCAPING:** Do not disturb plants, rocks, trees, or other natural gifts. Please do not nail anything to trees or hang any ropes, swings, or hammocks from tree limbs. Please do not walk or step in flower beds.

**LIGHTS:** Please remember to turn off all lights when leaving the facility.

**MUSIC:** Renter's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the facility and building. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances.

**PARKING:** Parking is available at the designated areas (street parking).

**REFRIGERATOR:** The facility has a refrigerator, please make sure you have removed all of your items out of it prior to leaving the building.

**RENTAL SPACE CHANGES:** It is the Renter's responsibility to restore all areas to their original appearance.

**SMOKING:** The Indian Trail Meeting Hall is a non-smoking facility.

**TABLES AND CHAIRS:** The tables or chairs provided by the facility may not be used outside of the building. All room setups and cleanups are to be completed by the individual using the space.

**TOILETS:** The facility has adequate toilets for its occupancy. They are handicap accessible.

**WEAPONS:** No handguns or weapons of any type are allowed on City property.

I have read and agree to the proceeding: \_\_\_\_\_, \_\_\_\_\_  
Renter 1, Renter 2

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## RESPONSIBILITY AND SECURITY

Owner does not accept any responsibility for damage to or loss of any articles or property left at Owner's facility prior to, during or after the event. The Renter(s) agrees to be responsible for any damage done to the Owner Complex by the Renter(s), their guests, invitees, employees, or other agents under the Renter(s) control. Further, Owner shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Renter(s), or any of their guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Renter(s) to maintain the premises in a safe condition or arising from any other cause, The Renter(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against Owner for any such loss, damage, or injury of claims and demands against Owner for any such loss, damage, or injury of the Renter(s), and hereby agrees to indemnify and hold Owner free and harmless from all liability of any such loss, damage or injury to their persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

## INDEMNITY

Renter agrees to indemnify and hold harmless Owner, its officers, staff, and agents working on its behalf, from all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Renter, and Renter's guests, invitees, agents, and subcontractors.

## SEVERABILITY

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## JURISDICTION

The Parties agree that this Agreement will be governed by the laws of the State of North Carolina. The Parties consent to the exclusive jurisdiction of and facility in either the Municipal court or the Court of Common Pleas of Brunswick County, North Carolina and the parties expressly consent to personal jurisdiction and facility in said Court. Renter agrees to pay reasonable attorney's fees incurred by Owner associated with any breach of this Agreement.

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## GUIDELINES AGREEMENT

I have read and understand the policies concerning events held at the Owner. I agree to uphold them and ensure that contractors and members of the event party will abide by the policies. I understand it is my responsibility to inform my guests that they must also conform to this set of guidelines.

I (we) the undersigned agree to abide by the agreement and all rules and regulations for the use of the facility and understand that any damages or cleanup costs may be charged to me. The Rules and Conditions for Usage are incorporated herein and are made a part hereof.

\_\_\_\_\_  
(Non-profit Representative)

\_\_\_\_\_  
(Owner's Representative)

\_\_\_\_\_  
(Signature)                      (Date)

\_\_\_\_\_  
(Signature)                      (Date)