

APPLICATION-RENTAL AGREEMENT

WARTRACE COMMUNITY CENTER THE WARTRACE GYMNASIUM THE WARTRACE PARK & PAVILLIONS

The Wartrace Community Center, the Wartrace Gymnasium, and the Wartrace Park & Pavilions (hereinafter referred to collectively as the "Facilities" or individually as "Facility") are owned and maintained by the Town of Wartrace, Bedford County, Tennessee for the benefit and use of its citizens and the general public. Both private and public events at which admission may be charged are permitted. The Town of Wartrace reserves the right to refuse rental of any of the Facilities to any individual or organization or for any event or gathering which it deems would be detrimental to the public health, safety or morals of the community, or otherwise improper. The Town of Wartrace does not discriminate on the basis of age, gender, race, nationality, religion or physical or mental handicap.

This Application and Rental Agreement (hereinafter referred to as the "Rental Agreement") must be completed, executed and filed with the Town Hall of the Town of Wartrace, along with the payment of the Security Deposit and Rental Fee, before any individual or organization can rent or use the Facility. By executing this Rental Agreement, the individual(s) or organization agree(s) to abide by all terms, rules and conditions contained herein.

RENTAL FEE:

A Rental Fee shall be charged for the use of each separate Facility and must be paid in advance. The Rental Fee for the use of each separate Facility is \$75.00 per day. Pavilion rental is \$25 for the large pavilion and \$15 for the small pavilions. If hydrant water is requested there will be an additional \$5 charge.

If after receipt of the Rental Agreement, Security Deposit and Rental Fee, but prior to the event or rental period, the Town of Wartrace determines that the rental of the Facility of such event or to such individual or organization is detrimental to the Town of Wartrace or general public or otherwise improper, the Town will return the Security Deposit and Rental Fee and refuse rental of the Facility. If the Town of Wartrace determines during the course of the rental period or event that default has been made in this Rental Agreement by failure to comply with any terms, rules or conditions, or that the rental of the Facility for such event or to such individual or organization is detrimental to the Town of Wartrace or general public or otherwise improper, the Town of Wartrace may stop the event and will not refund either the Security Deposit or Rental Fee.

SECURITY DEPOSIT:

A Security Deposit of \$25.00 shall be charged and paid up front to secure the condition and clean-up of each separate Facility. The Security Deposit shall be used to offset any damages or injuries caused to the Facility key and inspection of the Facility, and if upon which the condition of the premises is deemed satisfactory, the Security Deposit shall be returned.

KEY:

The key to the Facility shall not be given out until this Rental Agreement is properly completed and executed, filed with the Town Hall and all payments made. The key shall be returned to the Town Hall within twenty-four (24) hours after the ending of the event being held in the Facility, or at latest, the next business day which the Town Hall is open. At no time will the Security Deposit be returned until the key has been returned.

LIABILITY AND INDEMNITY:

The Town of Wartrace will not be held liable for any bodily injury or property damage incurred or inflicted by any individual while on the Facility premises. The individual(s) or organization(s) renting the Facility agree(s) to hold the Town of Wartrace for any such damages that the Town of Wartrace incurs for actions and liabilities that are the result of any person or thing allowed upon the Facility premises during the rental period.

RULES:

The following Rules apply to the Facilities' premises, both the buildings and grounds, unless otherwise indicated.

1. Alcoholic beverages or other such intoxicating substances of any kind shall not be served or permitted on any Facility premises.
2. Smoking is not allowed in any buildings located on the Facilities' premises. Smoking is permitted outside the buildings on the grounds.
3. Improper or disturbing noises, including but not limited to amplified music, are not permitted to be produced upon the Facilities' premises.
4. Nuisances or unreasonable actions that disturb the peace and interfere with the rights comforts and convenience of other individuals in and around the Facilities' premises are not allowed.
5. Any activity that is illegal, immoral or improper shall not be allowed to be conducted upon the Facilities' premises.
6. The Community Center closes at 11:00 PM and must be vacated as of that time.
7. The Gymnasium closes at 11:00 PM and must be vacated as of that time, unless a later time has been previously arranged with the Town of Wartrace.
8. The Park and Pavilions close at 9:00 PM and must be vacated as of that time.

CONDITIONS AND CARE OF PREMISES:

The individual(s) or organizations(s) renting the Facility is/are responsible and liable for any injury or damage done to the Facility premises and its contents, by either that individual or group or any other person permitted on the Facility premises. The Facility shall be cleaned after the event and all items returned to their original storage area. Specifically required are the following:

1. All tables and chairs will be folded and returned to their storage area.
2. All trash, garbage and litter will be collected and removed from the Facility premises.
3. All floors will be cleaned of any spills.
4. The kitchen or concession areas will be straightened and cleaned and all appliances and countertops will be free of spills.
5. All faucets will be turned off.
6. Bathrooms will be cleaned and free from litter.

PLEASE FILL OUT COMPLETELY:

Name of Individual(s) or Organization(s) Renting the Facility

If Organization(s), Name(s) of Authorized Representative(s)

Home Address _____

Work location and Address _____

Phone: Home _____ Work _____ Cell _____

Driver's License Number: _____

Facility Requested (please Check)

Community Center _____ Gymnasium _____ Park & Pavilion _____

Date of requested Rental: _____

Time of Requested Rental: _____

Describe the Event or Purpose for Rental: _____

Approximate Number of People Expected to Attend: _____

I/We have read this entire Rental Agreement and agree to abide by all the rules, terms and conditions contained herein. I/We am/are of twenty-one (21) years of age, or older, and understand that I/We am/are responsible for being on the premises during the rental period to insure that all rules, terms and conditions are honored. If this Rental Agreement is executed by more than one person or entity as the parties renting the Facility, then and in that event all the obligations incurred by the parties renting the Facility shall be joint and several.

Print Name

Signature

Title (If Organization)

Date Signed

Print Name

Signature

Title (If Organization)

Date Signed

7. All lights will be turned off within and outside of the facility.
8. All doors will be locked.

You may want to bring an extra garbage bag, toilet paper, paper towels, dishcloths, and dishrags, as we cannot guarantee availability of such items.

DEFAULT OF RENTAL AGREEMENT:

The individual(s) or organization(s) renting the Facility agree(s) to pay any and all reasonable attorney fees and expenses incurred by the Town of Wartrace as a result of any breach of this Rental Agreement.

To be completed by Representative of the Town of Wartrace:

Facility (Facilities) to be rented. _____

Rental Fee will be \$ _____ Received on _____

Security Deposit will be \$ _____ Received on _____

Key Description _____ Given to _____

On _____