

DAVIE COUNTY NORTH CAROLINA



Davie County Recreation & Parks

Permit Number: _____

Brock Recreation Center

644 N. Main Street
Mocksville, NC. 27028
(336)-753-TEAM (8326)
www.DavieCountyNC.gov

Operational Hours

Mon.-Fri. 9:00am.–5:00pm.
Saturday Program/Rental Specific
Sunday Closed

Rental Set Up Hours

Mon.-Sat. Dependent on event time.
Sunday: Not Available

FACILITY RENTAL CONTRACT

This contract is made and agreed to on _____, 20____, by the County of Davie (Recreation and Parks Department), North Carolina. (Referred to herein as the COUNTY) **and**

Name/Organization: _____ Date of Birth: _____

Mailing Address: _____ City/St/Zip: _____

Email Address: _____

Home Telephone: _____ Work/Cellular: _____ (Referred to herein as the RENTER)

Alternative Contact Person: _____ Phone: #: _____, hereinafter referred to as “Renter”

IN CONSIDERSATION OF the rental fees and of the covenants, promises and agreements set forth below, the COUNTY does hereby let and lease unto the RENTER, the facility/(ies), property, and/or equipment of the Brock Recreation Center located at 644 N. Main Street, Mocksville, North Carolina 27028 under the terms provided below:

(1) The COUNTY will provide (circle all that apply): Gymnasium | MR-1 | MR-2 | MR-3 | Kitchen, for the use of the RENTER for the period(s) of time up to six (6) hours as follows which includes time for cleanup:

Rental Date: _____	20 _____	Event Time: _____	Clean-Up Time: _____
Rental Date: _____	20 _____	Event Time: _____	Clean-Up Time: _____
Rental Date: _____	20 _____	Event Time: _____	Clean-Up Time: _____
Rental Date: _____	20 _____	Event Time: _____	Clean-Up Time: _____

- ❖ Renter must have facility cleaned and vacated by one (1) hour after event time.
- ❖ All rental activities must cease at 10:00 pm. One (1) hour will be added for clean-up.
- ❖ Renter or Alternate contact person must be present for the duration of the event and clean up time stated.

_____ Initials: Decorations (Responsibility of Renter) Date/Time: _____

_____ Initials: Facility will Close during the following Date/Time: _____

_____ Initials: The RENTER is responsible to inform their Event Planners, Band, DJ, Florists and Caterers of the facility opening and closing times listed above.

Estimated Number of People Attending: _____ (Limit of 440-Gym, 80-MR1, 30-MR2, 25-MR3 with tables and chairs)

Rental Event Type/Name: _____

- (2) _____ Initials: The RENTER may request the day before for extra set up/decorations. A fee of \$100.00 must be paid in addition to the Deposit amount and 30% of the Rental Fee at the signing of this Contract. Unless renter pays an extra fee to complete a set up prior to the rental date, the renter has **no guarantee** the facility will be available. Without an extra day fee, the COUNTY will have the authority to rent the facility the day before your rental. Renter must complete setup within four (4) hours and during normal **operational hours**. If renter exceeds past the operational hours (listed above), the COUNTY will forfeit the refundable damage deposit.
Does The RENTER request and extra day? _____ Yes _____ No
- (3) _____ Initials: The RENTER may choose to set up tables and chairs for their event or may elect to choose Recreation and Parks staff to set up the event for a \$25.00 set-up fee. The set-up fee must be paid in addition to the Deposit amount and 30% of the Rental Fee at the signing of this Contract. The RENTER must submit a detailed drawing of the set up to the Brock Recreation Center no later than fourteen (14) days prior to the rental date.
_____ Initials: ___ Yes ___ No: RENTER will be responsible for setup of rental (tables/chairs).
_____ Initials: ___ Yes ___ No: COUNTY will be responsible for take down of rental (tables/chairs).
- (4) The RENTER shall pay to the COUNTY a rental fee as stated herein for the use of the facility/property, and/or equipment. The **total rental fee, including damage deposit shall be due and payable thirty (30) days prior** to event. The total amount due under this Contract is \$ _____. A deposit of \$ _____ is due on the date the contract is signed. **The deposit amount includes a 30% non-refundable portion of the facility rental fee in case of cancellation. If your event is cancelled, an email or letter must be submitted to pmoore@davi-countync.gov or the Brock Recreation Center stating cancellation no later than [date] _____, 20_____.**
- (5) _____ Initials: The police officer fee (\$25 per hour-CASH ONLY) required for your event shall be paid directly to the on duty officer(s) at the beginning date and time of the event. _____ Police Officer(s) will be required to be at the event one-half hour before to one-half hour after the event ends. One (1) officer is required if attendance of 50 or more at staff discretion. Two (2) officers are required for any teenage dance/private party regardless of the participant total. **Total Amount due to officers: \$ _____**
_____ Initials: Required Police Officer(s) Times: _____
_____ Initials: ___ Yes ___ No: The RENTER has requested the following officer(s) for their rental. This does not guarantee that the officer(s) requested will be assigned for your event. The COUNTY must have name of officer(s) at least **six (6) weeks** prior to the rental date. Officer(s) are assigned by the Davie County Sheriff's Department or Mocksville Police Department and shall be paid by the RENTER.
Name of Officer(s): _____
_____ Initials: The RENTER understands that **changes described herein below are NOT permitted within thirty (30) days of the Rental Date:** a) number of Police Officer(s) required, b) amount due to Police Officer(s) or c) required Police Officer(s) times. Non-payment of police officer(s) fees will result in automatic forfeiture of the damage deposit. Any changes to security that are needed must be made in writing via postal mail or email at pmoore@salisbury-nc.gov
_____ Initials: It is recommended that the RENTER convey any specific duties to the Police Officer(s) at the time of payment before your event. Such duties may include: a) occupancy control, b) parking lot walk-throughs or c) visible presence in the event room.
- (6) _____ Yes _____ No _____ Initials: Any commercial business or organization that rents the Brock Recreation Center for the purpose of public sales must secure an **Itinerant Merchants Permit** (\$100.00) by registering with the Mocksville Police Department 336-751-6231 and apply for an Itinerant Merchants License. . This permit must be received by the COUNTY two weeks prior of event.
- (7) The remaining balance of the rental fee is to be paid at least thirty (30) days before the scheduled event. Rental balance due: \$ _____ by _____ (date). The COUNTY reserves the right to cancel rental if the rental balance is not paid within thirty (30) days prior to the scheduled rental date. **The RENTER also understands that no changes can be made to this rental contract inside of thirty (30) day prior to the scheduled rental date.**

- (8) The refundable damage deposit is applied toward repairing, replacing any damage to the COUNTY facility, property, and/or equipment damaged/stolen by the RENTER or their guests. The refundable damage deposit will be forfeited if any facility/property is not left clean and in order following the use. Extensive clean up that is required by the COUNTY including but not limited to: floor scrubbing and trash cleaning shall result in forfeiture of the refundable damage deposit and possible additional fees charged back to the RENTER. Any unused portion of the refundable damage deposit shall be refunded to the RENTER no later than thirty (30) days after the date of use.
- (9) Any Rental party that requests a change of date other than the original rental date in the contract will be subject to a \$25.00 change fee, provided that the new date requested is available. This request must be made prior to the rental balance due date. This fee will be taken from the “Refundable Damage Deposit”.
- (10) The COUNTY shall not return the refundable damage deposit if RENTER exceeds specified time frame. (There will be no exceptions.)
- (11) No reservation will be made on a repetitive basis. A new request must be made for each use.
- (12) The Recreation and Parks Director has the right to refuse the facility rental agreement for any just cause.
- (13) Alcoholic beverages are prohibited inside the facility and outside premises (including the parking lot).
- (14) Smoking is prohibited inside the facility and outside premises (including the parking lot).
- (15) The RENTER understands that facility tables and chairs are for indoor facility use only and shall not be taken outside the facility for any reason. Any other tables, chairs or equipment brought in by the RENTER must be protected by carpet, padding or tennis felt for the protection of the gymnasium flooring or meeting room flooring.
- (16) Affixing of any material to the walls, floors, ceilings, windows or light fixtures is prohibited with the exception of using scotch tape. Stapling to or on tables, chairs, walls, flooring, curtains or staging is prohibited. All decorations that are used must be removed at the end of the event with no trace.
- (17) The RENTER must provide his/her own cleaning supplies and 44 gallon trash bags. Initial trash bag liners will be placed in trash cans for your usage. Any full trash liners taken to the outside dumpster must be replaced with your own liners.
- (18) NO open flames are allowed in the facility. All candles must have globes covering the flame. Floating water candles are permitted.
- (19) Electrical Wiring and Provisions: Under no circumstances shall the RENTER or reserving party make any structural or electrical alterations to COUNTY facilities. No special wiring shall be permitted which exceeds the established voltage in the facility. Do not tamper or open any electrical outlets or fuse boxes in the facility.
- (20) The RENTER understands that kitchen appliances including, refrigerator, conventional oven, microwave, oven warmers and ice machine are available as a courtesy at no extra charge. Therefore if any appliance is not in working condition at the time of your event, the COUNTY is not obligated to issue any rental refund.
- (21) The RENTER shall not allow anyone to use the facility/property in lieu of the RENTER.
- (22) The RENTER shall use and occupy the facility, property and premises in a safe and careful manner and shall comply with all applicable county, municipal, state, and federal laws, and with all rules and regulations prescribed by the fire and police departments and other governmental authorities, which may be in full force and effect during the rental.
- (23) The RENTER accepts full financial responsibility for any damages to the facility or its equipment caused by the RENTER’s employees, assistants, audience or guests.

- (24) The RENTER shall comply with the rules and regulations of the COUNTY. In the event that the RENTER violates any rules or regulations, this facility rental contract will automatically end and the RENTER shall leave the facility immediately.
- (25) The RENTER gives up any and all claims for payment for any and all losses or damages sustained by any unforeseen occurrence and shall render the fulfillment of this contract by the COUNTY impossible. The COUNTY shall not be held liable or responsible to the RENTER for any damages/lost items that may occur during the rental period.
- (26) The COUNTY assumes no responsibility whatsoever, for any property placed on/in the facility/property by the RENTER. The COUNTY is hereby released and removed from any and all responsibilities for any loss, injury or damages to person(s) or property that may be sustained by reason of the occupancy of facility/property under this facility rental contract.
- (27) The RENTER shall indemnify and hold the COUNTY harmless for any claim(s) of injury to person(s) or property, (including travel to and from COUNTY premises) arising out of or in connection with the use of the facility by the RENTER. This agreement to hold the COUNTY without blame shall include reimbursement to the COUNTY for all reasonable costs arising out of the above stated claim(s).
- (28) _____Initials: I have received a copy of the **Rental Checklist** and will complete the duties before leaving the facility. I understand failure to complete list will result in forfeiture of my damage deposit.

IN TESTIMONEY WHEREOF, the COUNTY and the RENTER have executed this facility rental contract to be in force the day and year first written above.

BY: _____(the RENTER) DATE: _____ 20_____

BY: _____(the COUNTY) DATE: _____ 20_____

FACILITY RENTAL COST LEDGER

Rental Fee: \$ _____
Damage Deposit Fee: \$ _____
Extra Day Fee: \$ _____
Set Up Fee: \$ _____
Other Fee(s): _____ \$ _____
Total Rental Fee: \$ _____

Less Deposit: \$ _____
(Includes a 30% non-refundable portion in case of cancellation)
Date Paid: _____
Permit #: _____
Rental Receipt #: _____
Balance Due Date: _____ \$ _____

Balance Paid: \$ _____
Date Paid: _____
Rental Receipt #: _____
Amount Due: \$ _____
Notes: _____

Date of Check Request for Damage Deposit: _____ Staff Initials: _____
Amount of Damage Deposit Returned: \$ _____ Rental Receipt #: _____
Reason for Damage Deposit Not Returned: _____