

TERMS AND CONDITIONS FOR THE RENTAL OF THE DR. F. B. NOWLAN BUILDING

The renter agrees to rent the Dr. F. B. Nowlan Building at the Pleasant Garden Community Center located at 5024 Alliance Church Road, Pleasant Garden, NC 27313 from the Town of Pleasant Garden. My signature above verifies that I understand the following rules and guidelines and agree to abide by them.

Renter agrees to hold the Town of Pleasant Garden harmless in the event of injury or accident.

1. Confirmation of my reservation must be made by payment of the cleaning/security deposit to the Town within seven (7) days after making the reservation. If the deposit is not received by then, the requested date will not be held on my behalf. The rental fee must be received seven (7) days prior to the date of my rental. If I cancel the rental less than seven (7) days prior to the date of my rental, there will be a forfeiture of my deposit. Admittance to the building is allowed on the day(s) of the rental only.
2. Under emergency circumstances, (*disaster, severe weather such as snow/ice storms, tornadoes, etc.*), the Town reserves the right to cancel any reservations for use even after the event has been scheduled. If time permits, notice will be given to the Renter and a full refund of all deposit/fees will be made. However, if circumstances prohibit advance notification of reservation cancellations, the Town will not be held responsible.
3. The rental fees for the Dr. F. B. Nowlan Building is a refundable \$250 cleaning/security deposit plus a rental fee of \$350 for five (5) hours or less or \$600 for five (5) hours or longer plus the cost for off-duty officers (*see #4*). This fee does NOT include use of the baseball or softball fields; additional fees are required for that. Any requests for discounts will be considered on a case-by-case basis.
4. When alcoholic beverages are being served or allowed during a rental, an off-duty law enforcement officer MUST be present at all times for safety and security reasons. The fee for the officer is \$24 per hour for a minimum of 4 hours up to 100 guests. Over 100 guests requires two (2) officers at \$24 per hour for each officer. If a police car is required on site, there is an extra \$20 charge. There is also a \$20 non-refundable administrative fee for this service. These fees are in addition to the security/cleaning deposit and rental fees; they must be paid to the Town no later than seven (7) days before the event. The Town is responsible for hiring the officer(s) and paying the Sheriff's Office for their contracted hours. If the event lasts longer than scheduled, the Renter shall pay the officer(s) in cash for the extra time they are required to work.
5. The Renter must be present the entire time the facility is being used. The Renter is responsible for the contents of the facility and should exercise appropriate supervision. The maximum capacity for the building is 188 persons (seated). The Town will not be held responsible for breakdown of any equipment, air conditioning, heat, lighting, etc.
6. No animals or pets are allowed on the property, with the exception of certified service animals (documentation required). **Smoking and/or use of tobacco products is prohibited inside the building. No firearms or weapons are allowed.**
7. Cooking is allowed inside the kitchen area and on outside back patio only. The Renter is allowed to use the kitchen stove, icemaker (*if available*), coffee maker, and refrigerator as needed. All food must be removed from the facility upon vacating the premises.
8. Use of tables and chairs is included in this rental agreement at no additional charge. Upon completion of the event, all tables and chairs are to be returned to their original location. Please avoid dragging them on the newly painted floor. Any damage to anything at Center shall be reported to the Town as soon as possible.
9. Damage to anything at the Community Center must be reported to the Town as soon as possible. If damage is found unreported, the security deposit will be used to cover the repair or replacement.
10. No decorations may be affixed to the walls or facility by use of nails or other means that could result in damage to the facility.
11. All trash -- including restroom trash and items dropped on the grounds outside the building -- shall be removed from the facility and placed in the dumpster behind the building when vacating the premises. A key to the dumpster is provided for the day of the rental.
12. Any spilled food/liquids should be cleaned up immediately prior to securing the facility at the end of the event. The facility shall be left in a clean and orderly fashion.
13. Failure to abide by the rules set forth above will result in the loss of my cleaning/security deposit as well as revocation and/or denial of future rental opportunities. Refund of the security/cleaning deposit is solely contingent upon the Town's evaluation of cleanliness and is not negotiable.
14. If the fire alarm is set off during the event and it is a false alarm, the Renter is responsible for the \$150 penalty, payable to the Town for remittance to the Pleasant Garden Fire Department.
15. Renter takes the Community Center "as is" and expressly releases the Town from any and all claims for personal injuries and/or damages of any kind arising out of renter's use of the facility. Renter also agrees to indemnify the Town and hold it harmless from any and all claims arising out of renter's use of the facility. *P.G.C.C. Rental Agreement with Alcohol Revised 7/24/17*