

CONTRACT FOR RENTAL OF THE PICNIC SHELTER and/or GAZEBO TOBACCOVILLE, NC

1) Rental reservations for the picnic shelter (the "Picnic Shelter") and/or the gazebo (the "Gazebo") must be made at least seven (7) days in advance during the posted operated hours. Reservations are limited to one (1) per day. All reservations must end one (1) hour prior to the posted gate closing time.

2) The Picnic Shelter and/or the Gazebo (collectively, the "Facilities") may be reserved on the following days and times:

| | |
|-------------------------|---|
| Monday through Saturday | 7 a.m. until 1 hour prior to posted park closing time |
| Sunday | 1 p.m. until 1 hour prior to posted park closing time |

Reservations will not be accepted on national holidays and other days, to be determined in the absolute and sole discretion of the Village of Tobacoville (the "Village").

3) The minimum rental time is three (3) hours, and the maximum rental time is five (5) hours. The following hourly fees (the "Hourly Fees") apply as follows:

| | <u>RESIDENT FEE</u> |
|-----------------------------|---------------------|
| Picnic Shelter | \$15 per hour |
| Gazebo | \$15 per hour |
| Both Facilities | \$30 per hour |
| Refundable Security Deposit | \$25 |

Once a reservation is confirmed, the Hourly Fees shall become non-refundable. Changes to the reservation date and/or time must be made at least seven (7) days in advance and is subject to availability. In the event of inclement weather, to be determined in the Village's reasonable discretion, the maximum refund is limited to the amount of the Security Deposit.

4) To confirm a reservation, all Hourly Fees plus a security deposit of **TWENTY-FIVE and NO/100 Dollars (\$25.00)** (the "Security Deposit") are due **in full**. The Security Deposit is refundable on the next business day after the expiration of this contract if all terms and conditions, as set forth herein, are met and all rules of the Picnic Shelter, the Gazebo, and the Village Park (the "Park") are honored.

5) The maximum number of people allowed in attendance for a rental of the Picnic Shelter is 75. Persons failing to comply with the rules of the Picnic Shelter, the Gazebo, and the Park rules, as set forth by the Village Council, shall be removed from the Picnic Shelter and/or the Gazebo, shall not receive a refund of the Security Deposit and/or the Hourly Fees, and may be denied future use of the Picnic Shelter and/or the Gazebo.

6) The Facilities must be restored back to the original condition in which they were found, and shall be vacated by the end of the reserved time period in accordance with the conditions and rules within this Section 6. In addition to the terms and rules posted at the Park, the following additional conditions must be met in order to receive a full refund of the Security Deposit:

- a. Vehicles are not allowed outside the parking lot area. Picnic supplies may not be driven to the Facilities.
- b. Please supply your own garbage bags. Pick up and dispose of all trash around the Facilities. Please place all trash in the large, rolling trash containers in the area.
- c. Check the bathrooms to see that they have not been abused.
- d. All fires must be contained in grills provided at the Park. Personal gas grills or any type or size of cooker may not be brought in or used on Village property.
- e. Please drain homemade ice cream saltwater in the rock pits underneath the Park grills.
- f. If picnic tables are re-arranged, please position the tables back in the original arrangement.
- g. Tents may not be erected at the Park, and inflatables of any type are strictly prohibited.
- h. Alcoholic beverages shall be **prohibited** within the Park and the Facilities.
- i. At the end of your allotted time, a Village employee will promptly inspect the Facilities for compliance. If the Facilities are not left to the satisfaction of the Village employee, a deduction will be made from the Security Deposit to remedy the situation. The Facilities must be cleaned and vacated by the end of the reserved time in order to avoid a deduction from the Security Deposit.
- j. If decorating the Facilities, no nails or permanent applications may be used. Use only removable *tacky wax* type products to affix decorations. All decorations and mounting materials must be completely removed by the end of the reserved time.

DATE OF RESERVATION: _____

TIME OF RESERVATION: From: _____ to _____

NUMBER OF HOURS RENTED: _____

| | | |
|------------------------------------|--|-------|
| | <u>Resident Fee</u> | |
| Picnic Shelter | <input type="checkbox"/> \$15 per hour | _____ |
| Gazebo | <input type="checkbox"/> \$15 per hour | _____ |
| Picnic Shelter & Gazebo | <input type="checkbox"/> \$30 per hour | _____ |

SECURITY DEPOSIT 25.00

TOTAL FUNDS COLLECTED \$ _____

My signature verifies that I am responsible for the group contracting to rent the area(s) specified and my signature verifies that I have read and fully understand this contract. My signature verifies that I agree to abide by the rules of the contract and all rules posted at the Park. I understand that I will receive a refund of the Security Deposit if all the terms of the contract are met and all Park rules are honored. I understand that failure to abide by the rules of the Facilities and the Park could result in suspension from the Park or arrest, if warranted.

Print name

Village Employee Signature

Signature

Date

Street Address

City, State, Zip

Home Phone #

Cell Phone #

Email Address

Type of Event

Number of Persons Attending