

Community Building Lease Information

Dear Sir or Madam:

Thank you for your interest in using the Town of Richlands Community Building. We are extremely pleased that we are able to offer this facility for your enjoyment. In order to ensure that we are able to offer this same service to other members of the public, we please ask that you assist us by observing the following guidelines.

- Be sure to read and understand this Lease Agreement and the Town of Richlands Facility User Policy. These two documents contain important information concerning what can and cannot be done at the Richlands Community Building.
- You must be 21 years of age or older to sign and reserve the Richlands Community Building, the proper deposit made and current photo identification are required.
- Clean the Community Building after you are finished. This includes **dry** sweeping only the hardwood floors (no liquids of any kind can be put on the hardwood floors), mopping the tile floors in the kitchen and bathrooms, cleaning the bathrooms, emptying the trash cans, clean the kitchen including the stove, microwave, sink, refrigerator and countertops, and return all tables and chairs to the position you found them in.
- Provide your own trash can liners, soap, toilet tissue, other bathroom supplies, and paper towels.
- Do not remove or alter any window decorations, blinds or wall coverings.
- After the building has been inspected for cleanliness & is free of any damage, the Town will process your account and refund your security deposit pursuant to the Lease Agreement and Town Facility User Policy. This will normally be returned to you within a week, although the Town does reserve the right to take a longer amount of time.
- **No nails, tacks, pins, staples or tape of any kind will be allowed on any surface. Only blue painters tape or strings will be permitted for hanging banners, signs, etc. All decorations must be removed at the end of your event. Also, no lighted candles or open flames of any kind will be allowed.**
- **Maximum occupancy per Fire Code is 95 persons.**

******* YOU MUST CALL THE POLICE DEPARTMENT (910) 324-5777 to gain access to the building. An Officer will come and unlock the building for you. When you are ready to leave, you must contact the Officer. He will do a walk through with you and lock up the building. DO NOT LEAVE BEFORE THE OFFICER ARRIVES, THIS MAY CONSTITUTE A DEFAULT IN YOUR DEPOSIT.**

**PLEASE REFER TO THE "TOWN OF RICHLANDS FACILITY USER POLICY" FOR
ADDITIONAL TERM OF USAGE**

If you have any other questions concerning the Lease or Policy regarding the Richlands Community Building, please do not hesitate to call Town Hall. We hope you enjoy using the Community Building and that everyone has a wonderful time. Thank you.

**LEASE AGREEMENT FOR USE
OF RICHLANDS COMMUNITY BUILDING**

This agreement is made and entered into on _____, by and between the **Town of Richlands**, North Carolina, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "the Town"), and _____, (hereinafter referred to as "the user"), for the rental and use of the Richlands Community Building.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Use.** The premises of the Richlands Community Building will be used by the User only during the time which the User has reserved, and only for the stated purposes.
2. **Compliance with Law.** User shall comply with all laws of the United States and of the State of North Carolina, all ordinances of the Town of Richlands, and will obtain and pay for bodily injury liability and property damage insurance as required by the Town of Richlands and all necessary permits and licenses, including union or trade organization clearances and will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements. If the attention of the User is called to any such violation on the part of the User or of any person employed by or admitted to said premises by the User, the User will immediately desist from and correct or cause to be corrected such violation.
3. **No Profit-Making Activities.** The Richlands Community Building shall not be used for profit-making purposes, nor can it be used for political or religious gatherings.
4. **Juvenile Supervision.** No persons under the age of 18 shall be allowed at the Richlands Community Building without adult supervision. Adult supervision shall be provided by the User.
5. **Intoxicating Liquors/Use of Alcohol.** The User must refer to page 4 of the ***Town of Richlands Facility Use Policy*** for the terms and requirements for the use of alcohol. The terms and requirements in the Town of Richlands Facility Use Policy are strictly enforced.
6. **Equipment Storage.** No User supplied equipment shall be stored on or remain on the premises before or after the times reserved by the User. All User supplied equipment must be removed from the premises immediately following the conclusion of the event.
7. **Sound Amplifying Devices.** No sound amplifying devices shall be operated in such a manner or with such volume as to annoy or disturb the quiet, comfort or repose of persons in any dwelling, hotel or other type of residence.

8. **Condition of Premises upon Return.** The User shall leave the premises at the expiration of the lease in as good condition as at the beginning of the term of the lease, normal wear and tear excepted.

9. **Damage or Failure to Clean.** If damage or breakage occurs, or if the property is not cleaned up properly, the deposit, in the amount of \$100.00, shall be withheld by the Town and applied to the cost of repair of said damage, breakage, or for proper cleaning. Properly cleaned in this instance shall mean the state of cleanliness that existed prior to the beginning of the lease period. Town staff shall be authorized to determine whether this condition has been satisfied. In all instances the **hardwood floors shall be DRY swept only** (to prevent damage to the floors no liquids of any kind can be used or applied to the hardwood floors). The tiled floors in the kitchen and bathrooms must be cleaned and mopped, the bathrooms cleaned, the kitchen and all appliances cleaned, and all trash shall be removed from the premises.

10. **User Fees.** A User fee of \$250.00 per day, or any part thereof, such days running from 8:00 a.m. to 11:30 p.m. shall be charged.

11. **Release of Town.** The Town shall not be responsible for any damage or injury that may happen to the User or to the User's agents, servants, employees, guests or property from any cause whatever prior, during, or subsequent to the period covered by this lease. The User hereby expressly releases the Town from and agrees to indemnify the Town against any and all claims for such loss, damage, or injury.

12. **Indemnification.** The User covenants and agrees to save Town harmless and to indemnify the Town against any claims or liabilities for compensation under any theory of recovery and any other public liability and/or property damage liability, which may arise or accrue by reason of the use by the User of the rented premises.

13. **No Assignment of Lease or Change of Use.** The User shall not assign any privileges hereunder to anyone for any purpose without the written approval of the Town Administrator or Board of Aldermen. Nor shall the User suffer any use of the premises other than herein specified.

14. **Deposit.** Concurrent with the execution of this agreement, the User shall pay a deposit of \$100.00. In accordance with general accounting procedures, this sum will be deposited into a financial institution determined by the Town. When inspection of the premises has been satisfied, such deposit shall be returned, subject to the conditions set forth herein, within a period not to exceed 45 days from the expiration of the lease. Should the User cancel the reservation for the use of the Richlands Community Building a **2 week notice is required prior** to the beginning of the lease period. If less than a 2 week notice is given, the User shall forfeit the deposit to the Town. The deposit may be waived for users recognized as a non-profit organization by the IRS.

15. **Cancellation for Emergency.** It is understood and agreed that this contract is subject to cancellation if and when the Town, in its discretion, finds that public emergency requires

such cancellation. The User must leave a contact telephone number and address with Town Hall personnel. Written confirmation of cancellation will be provided by the Town.

16. **Termination of Lease for Violation.** If the User fails to comply with any of the terms and/or provisions of this lease, then all of its rights hereunder shall terminate at once, and the Town may enter the premises and expel the User therefrom without prejudice to other remedies. Notice to quit possession and every other formality is hereby expressly waived by the User in case of default or violation of any of the premises of this agreement.

17. **Audience.** The User shall not admit to the premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in the rented areas and the decision of the designated building manager by the Town in this respect shall be final.

18. **Fire Hazard.** The User shall not do or permit to be done anything in or upon any portion of said building, or bring or keep anything therein or thereupon, which will in any way increase conditions of any insurance policy upon the building or any part thereof, or in any way increase the rate of fire or public liability insurance upon the building or property kept therein, or in any way conflict with the regulation of the fire department or with any of the rules, regulations or ordinances of the Town of Richlands or in any way obstruct or interfere with the rights of other tenants in the building or injure or annoy them.

User shall not, without written consent of the Town, put up or operate any engine or motor machinery on the premises or use oil, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any other agent than gas or electricity for illuminating the premises.

19. **Building Manager Discretion.** Any matters not herein expressly provided for shall be in the discretion of the designated building manager of the rented premises.

20. **Binding Effect.** All terms and conditions of this lease shall be binding on the parties, their heirs or representatives, assigns, and cannot be waived by any oral representations or promise of any agent or other person of the parties hereto unless the same is in writing and mutually signed by the duly authorized agent who executed this lease.

21. **No nails, tacks, pins, staples, adhesives, lighted candles or open flames of any kind will be allowed. Only the use of blue painters tape or strings will be permitted for hanging banners or signs. Maximum occupancy 95 per Onslow County Fire Code Enforcement.**

The lease shall be for the period of time from 8:00 a.m. to 11:30 p.m. on _____,
and for the purpose/event of _____.

IN TESTIMONY THEREOF, the parties above duly execute this instrument on this day ____ of _____ 20 ____, and whereas the User's signature below acknowledges receipt of a copy of this Lease Agreement and a copy of the Town of Richlands Facility Use Policy and has read, understands and will comply with the terms and conditions within.

The User (signature)

Town of Richlands

Print User Name: _____

User Physical and Mailing Address:

User Home Phone Number: _____

User Contact Number on day of Event: _____

“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs).”

To file a complaint of discrimination, write to:

**USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, S.W. Stop 9410, Washington DC 20250-9410**

Or call toll-free at (866)632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.”

For Official Use Only:

Deposit Paid (date) _____, Amount _____, Receipt # _____

Rental Fee Paid (date) _____, Amount _____, Receipt # _____

Deposit returned: (date) _____, Check # _____

NOTES: