



COMMUNITY CENTER RENTAL APPLICATION AND CONTRACT

Rental Date(s) _____ Function _____ Number Attending _____

Responsible Party _____ ("Renter") Contact Number _____

Address _____ City _____ State _____ Zip _____

Email address _____ Starting Time _____ Ending Time _____

FEE SCHEDULE

Rent per day \$375.00 _____
Additional-day(s) \$200.00 _____
Security Deposit
200 people or less \$250.00 _____
201-394 people \$350.00 _____

Subtotal _____ **Balance Due** _____

**Balances must be paid in full 30 days before Rental Dates.
Required a copy of driver license.**

CONTRACT

By signing below, the Renter agrees to lease the Community Center on the dates stated above, and pursuant to the following terms and conditions:

1. **Hours.** Community Center is available from 8:00 a.m. until 1:00 a.m. on the rental date(s). Rental rate includes available tables and chairs. If setup and cleanup cannot be completed in this time, an Additional Day must be rented.
2. **Application Process.** Anyone wishing to rent the Community Center must be 21 years of age or older and provide a copy of a valid photo identification at the time of submitting the signed application/contract for renting the building. Application for Rental must be made at least 30 days prior to the rental date or The Community Center may not be available. The Security Deposit is due with application, and is forfeited if reservation is cancelled within 30 days of rental date. An alternate rental date will be permitted if agreeable to both parties. A \$50.00 rebooking fee will be charged if reservation is postponed within 7 days of the original rental date.
3. **Renter's Responsibilities:**
 - a. **Consumables.** Only the building and tables and chairs are provided. Renter is responsible for providing all food and drink, coffee, ice, plates, silverware, glassware, tablecloths and napkins, garbage bags, decorations, audio-visual equipment, extension cords, etc.
 - b. **Set Up.** Tables and chairs will be provided clean and stacked. Renter is responsible for set up of tables and chairs. Do not drag tables and chairs, as this will scratch the floor. Renter may not attach anything to the interior or exterior of the building.
 - c. **Licenses and Insurance.** Renter is responsible for obtaining liquor or other licenses if needed and for providing adequate insurance in case a guest of Renter is hurt during an event at The Community Center. To the

extent permitted by law, The Community Center and the Town of Clarksville will have no liability or responsibility for injuries or damage during the rental period.

d. Maximum Occupancy. According to the fire code, no more than 394 people may be in The Community Center. This includes guests, caterers, entertainers, etc. The fire marshal may close down the event and send everyone home if the maximum occupancy is violated.

e. Compliance with Laws, Regulations, Ordinances and Rules. Renter is responsible for ensuring that all guests at the Community Center comply with local, state and federal laws, regulations, ordinances and rules, including without limitation Town of Clarksville ordinances and the rules in this Contract.

f. Noise Curfew. All entertainment, including live music, singing, DJs or other audio-visual presentations must end at 11 p.m. The police may close down the event and send everyone home if noise does not stop by 11 p.m. or is otherwise unreasonably loud. If the Town or the police receive noise complaints at any time, the event will be shut down immediately, and all visitors will be required to leave the building and grounds immediately without any prior warning.

g. Respect for the Neighbors. Renter acknowledges that The Community Center is in a residential neighborhood, and agrees to use his or her best efforts to make sure all guests are respectful of the neighbors living nearby. This includes keeping entertainment volume at reasonable levels, be quiet outside, parking in proper parking places, no littering, no cursing, no creating loud noises or other disturbances, etc.

h. No Smoking. There is no smoking in The Community Center facility at any time. Smokers may be asked to leave the event.

i. No Weapons. No weapons including knives or guns are allowed on the premise of The Community Center at any time. People with weapons may be asked to leave the event, or police may close down the event.

j. Clean up. Renter is to leave the Community Center in good condition. Tables and chairs must be wiped down and put back in storage after the event, unless otherwise directed. Floors must be swept and spills cleaned. Again, chairs and tables may not be dragged and special care must be taken not to scratch the floor. All items and materials used for the event must be removed before leaving. All garbage must be bagged and placed in the dumpster. The Rental Check-out List must be been completed and signed by the Renter. The Community Center key must be left with the Rental Check-out List in the drop-box on the side of the building.

4. Security Deposit. Upon signing this contract, the Renter will provide the Security Deposit based on the number of people attending the event at The Community Center. The Renter is responsible for any losses or damages to the building, including walls and floors, grounds, equipment, décor, or fixtures belonging to The Community Center that occur before, during, or after the event. If the premises are returned in a clean and orderly condition, the full Security Deposit will be returned to Renter within ten (10) business days of the event. If the Town of Clarksville must clean The Community Center or repair damage caused by Renter or his/her guests, such charges will be deducted from the Security Deposit. Renter will be responsible for the full cost of the cleanup or repair, even if such amount is more than the Security Deposit.

5. Forfeit of Security Deposit. If any of the following occur, Renter will forfeit the entire Security Deposit:

- a. Violation of 11 p.m. noise curfew or other violation of any Town of Clarksville ordinance;
- b. Violation of any state, federal or local law, or rule given in this contract;
- c. Violation of maximum occupancy;
- d. Finding of weapons at The Community Center;
- e. Smoking at The Community Center;
- f. Police respond to a call from neighbors or guests at The Community Center, except for emergencies.

6. Shut Down. If police or fire officials shut down an event, all visitors will be required to leave the building and grounds immediately without any prior warning. The Renter will be allowed and supervised by the police authorities or Town Officials to complete the proper clean-up of the facility as is defined in this Contract prior to leaving the building. The Renter will also forfeit his or her full deposit for the event to compensate for the forced shutdown of the event, and the Renter will not receive any refund for the rental of the facility.

7. No Refunds. The Rent is nonrefundable except if the Town of Clarksville cancels this Contract prior to the event date or Renter cancels this Contract 30 day or more before the event. If the event is shut down early by police or fire officials, there will be no return of rent.
8. Entry. Clarksville Town Officials, Town Police, County Police, or State Police or fire officials reserve the right to enter The Community Center at any time during the renting of the facility to ensure the security and protection of all parties, property, and equipment. Failure by the Renter to comply will result in the immediate shutdown of the event, and all parties will be asked to leave immediately, and the Renter shall forfeit his or her full deposit without receiving any refund of rent for the event.
9. Balances. Balances outstanding 15 days or less prior to Rental Date must be paid by cash, cashier's check, or money order.
10. Right of Refusal. The Town of Clarksville and its officials reserve the right to refuse rental or deny use of facility at any time prior to rental date without warning or reason if the Town Manager, Police Chief or Fire Marshall deems the event could pose a risk to the Renter, visitors, or surrounding residents. In this event, all deposits and rent will be refunded in full.

I have read this rental contract, and I agree to abide by the terms stated.

Renter's Signature: _____ **Date** _____

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability, made this ____ of _____, _____, by and between _____, hereinafter referred to as "Renter", party of the first part, and THE TOWN OF CLARKSVILLE, VIRGINIA, hereinafter referred to as the "Lessor", party of the second part,

R-E-C-I-T-A-L-S

1. The lessor is the owner of certain property located at 103 WOODLAND DRIVE, CLARKSVILLE, VIRGINIA 23927, upon which property is situated a community center.
2. Renter desires to lease said premises from the lessor for the purposes of _____.
3. As an inducement for lessor to lease to Renter said premises, Renter has agreed to enter into this agreement of release and waiver of liability.

W-I-T-N-E-S-S-E-T-H

NOW, THEREFORE, in the consideration of ONE AND NO/100 (\$1.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, the Renter does for himself, his heirs, successors, assigns, and invitees waive and release any and all rights that the Renter or any person claiming through the Renter may have to claim against the lessor or any member of its Town Council, employees, and other officials, any and all claims arising out of any damages, injuries or death which may occur as a result of the Renters use of the community center premises.

Renter further agrees to indemnify and save the lessor harmless from any and all claims, loss, damage, injury, however caused, resulting from, arising out of or in any way connected with its use of the premises commonly known as the Clarksville Community Center or by any negligence or alleged negligence on the part of the Renter, his agents or employees.

By signing this release and waiver of liability, the Renter understands that it is giving up, waiving and releasing any right it may have to sue or make a claim against the lessor, the members of the Town Council of the Town of Clarksville, Virginia, or any town employees for any injuries of the Renter, invitees or guest makes the same while using the premises known as the Clarksville Community Center. It is the Renters intent to give up these rights and to provide and this hold harmless agreement and the Renter does so knowingly and voluntarily.

Date _____ Renter _____

The following information is required by USDA Rural Development, a federal agency that participated in funding the Community Center Project:

All applications are considered without regard to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap of the members of the groups applying for application (provided the applicant has the capacity to enter into a legal contract), and service must be extended on the same basis. The information solicited on this application is requested by the Town of Clarksville in order to assure the Federal Government, acting through the USDA, Rural Development that the Federal Laws prohibiting discrimination against applicants are complied with. You are not required furnish this information, but are encouraged to do so. This information will not be used in evaluation your application or to discriminate against you in any way. However, if you choose not to furnish it, the Town is required by USDA, Rural Development to note the race/national origin and sex of an individual applicant on the basis of visual observation or surname.

Race:	American Indian/Alaskan Native	Asian
	Black/African American	Hispanic/Latino
	Native Hawaiian/Other Pacific Islander	White

