

HARRISON COUNTY RECREATION COMPLEX RENTAL AGREEMENT
43 RECREATION DRIVE, CLARKSBURG WV 26301 304-423-7800

MUST BE AN ADULT 18 YEARS OF AGE OR OLDER TO ENTER INTO THIS CONTRACT AND PICTURE ID REQUIRED.

SET-UP TIME: [REDACTED] EVENT START: [REDACTED] TAKE-DOWN TIME: [REDACTED] OFF SITE BY: [REDACTED]

Any subsequent changes to scheduled times must be approved by the Director of Harrison County Parks & Recreation.

DATE OF AGREEMENT: [REDACTED]

The undersigned, representing [REDACTED] in consideration of the use of the premises owned by the Harrison County Commission and known as the Harrison County Recreation Complex, 43 Recreation Drive (Rt 19 S), Clarksburg, WV on [REDACTED] between the hours stated above, hereby agrees, on behalf of said individual or organization with the Harrison County Commission as follows.

The facilities below shall be used for the following purpose and no other: [REDACTED]

<u>FACILITIES TO BE USED:</u>	<u># of TABLES</u>	<u># of CHAIRS</u>
Activities area (Rooms AB&C) patio & kitchen	_____	_____

This event will be attended by [REDACTED] people.
(240 maximum capacity)

Rental rate of \$1200 for 8 consecutive hour use.
Additional set-up time (if available) will be charged
at \$50 per hour.

Renter initial

NOTE: Please carefully read and hand initial (type not accepted) paragraph 1-19 and sign page three of this contract

1 PLEASE NOTE: There will be **NO** admission to the building until the time designated above and until the arrival of the authorized representative of said organization. **IF USER IS DETAINED, THE HCPR STAFF MUST BE CONTACTED WITHIN ONE (1) HOUR TO ENSURE ENTRY. USER MUST BE OUT OF THE FACILITY BY THE TIME INDICATED ABOVE ON THE AGREEMENT** or additional usage fees will be deducted from the security deposit and user will be billed if the time exceeds the deposit amount. **The Recreation Complex curfew is 12:00AM.**

2 Thirty round tables (6' diam.) 15 rectangle tables (6' long) and 240 chairs are available for use at the facility on a first come first served paid security deposit basis. No outside tables, chairs, bars or other furniture is permitted without written permission. Set up and take down of tables and chairs is included in your fees. **Groups must provide a set up diagram 5-days prior to the event.** Unused tables and chairs will not be removed from the designated area in the rental space.

3 All trash, debris and other materials shall be placed in the collection containers provided on the premises.

4 Said individual or organization shall pay a deposit fee at the time of signing of the agreement for the use described above. The Recreation Complex will not be reserved until the security deposit is paid and the agreement signed. **ALL OTHER FEES ARE DUE AND PAYABLE 30 DAYS PRIOR TO THE SCHEDULED USE OF THE FACILITY OR THIS AGREEMENT WILL BE VOID.** If booking is made within 30 days of the event, all fees including deposit and proof of insurance are due at the time the agreement is signed. This payment must be made with check, cashier's check or money order. Please make payable to: Sheriff & Treasurer of Harrison County.
Mail/deliver to: Harrison County Recreation Complex, 43 Recreation Dr., Clarksburg, WV 26301.

5 Said individual or organization, shall make a \$300.00 security deposit to cover any damage they make to the premises. **The individual or organization will be required to pay for damages in excess of the security deposit.** Security deposit will be refunded within 30 days if no damages occur, all trash, debris and other materials are picked up and the kitchen is returned to the same condition prior to use. (Including but not limited to: refrigerator, freezer, ovens, warmers, sinks, counters and serving window.) If the fees are not paid 30 days prior to the event or if cancellation of event is made under 30 days from the event, **SECURITY DEPOSIT WILL BE FORFEITED.**

- 6** Prior to and after your event, you must check the premises with the HCPR staff (using a pre-event/ post event check sheet) to determine any damages you may see before your event begins and before you leave the premises. **Security deposit will not be refunded until premises and furniture have been checked for any damage.**
- 7** Nails, tacks, staples and tape will NOT be used anywhere on premises or furniture. Helium balloons are NOT permitted. Failure to comply with this policy will result in **forfeiture of deposit**.
- 8** The event described above shall be properly supervised. Groups using the facilities for large youth events (under 18) such as dances and parties, may be required to have one or more off-duty uniformed law enforcement officer(s) in attendance. Youth groups shall be required to have one adult chaperone per twenty (20) youths in attendance. Absence of the required number of chaperones and law enforcement officers, if necessary for youth events will result in forfeiture of security deposit and cancellation of the event.
- 9** **Individuals and/or organizations shall save and hold the Harrison County Commission, employees and agents harmless from any claim of liability. Individuals and/or organizations are required to obtain and maintain Tenant User Liability Coverage in an amount of not less than \$1,000,000 for the use of premises. A Certificate of Insurance listing the Harrison County Commission as an additional insured must be presented 30 days prior to the rental date. Individuals and/or organizations may obtain this coverage from GatherGuard using the Events option on their website at gatherguard.com, or through local insurance companies.**
- 10** **If alcohol is served during the event described above, the undersigned and his/her organization will be held solely and completely responsible for the attendees' behavior. ABSOLUTELY NO ALCOHOL IS TO BE SOLD (CASH BAR) at the Recreation Complex. HOST LIQUOR LIABILITY INSURANCE is included in the Tenant User Liability Insurance Program, through GatherGuard under Event Insurance, for those serving beer, wine and/or other alcohol at their event.**
- 11** The HCPR staff has the authority to dismiss any user from the facility for inappropriate behavior. The HCPR staff will call the Harrison County Sheriff's Department, if necessary, and appropriate charges will be filed.
- 12** **This agreement is subject to cancellation by the Harrison County Commission, with or without notice and liability whatsoever, for any reason deemed appropriate by the Harrison County Commission, or its agent.**
- 13** Any and all signs or notices placed upon the premises publicizing said event of said organization shall be subject to the approval of the Harrison County Commission, or its agent, and must be removed from the premises at the end of the event.
- 14** This contract must be presented to the HCPR staff for entry to the Recreation Complex.
- 15** THE RECREATION COMPLEX IS A "SMOKE AND TOBACCO PRODUCTS" FREE BUILDING. Cigarettes, cigars, smokeless tobacco, vapor, e-cigarettes and any other form of tobacco product are prohibited indoors. ("Outside Smoking Areas" are designated.)
- 16** NO inflatable games, slides or bounce houses allowed inside the facility or outside on complex grounds. NO sporting equipment (balls, etc.) allowed indoors.
- 17** Rental of the facility does not include the use of the outdoor digital sign, indoor digital message boards or other grounds amenities, such as picnic shelters, gazebo, fire-pit, and will not interfere with public access to onsite play areas.
- 18** Walkthrough inspection of the facility with HCPR staff before and after use must be completed and checklist signed.

Detail any special requests in this space: (ie permission to bring additional items such as photo booths, bars, other large party decor, etc., alternate spacing or any other requests outside the boundaries of what is mentioned herein. (add additional pages if needed)

ALL RENTALS AND DEPOSITS ARE TO BE PAID BY PERSONAL CHECK, MONEY ORDER OR CASHIER'S CHECK MADE PAYABLE TO SHERIFF & TREASURER OF HARRISON COUNTY. NO CASH WILL BE ACCEPTED!

RENTAL FEES INFORMATION			
Rental/Security \$300.00		Deposit paid:	Money Order _____
Deposit Amount		Date: _____	Check # _____
			Cashier's Check _____
Rental Fee: \$1200.00			Receipt # _____
Additional set up fee @ \$50/hr	_____	Rental paid:	Money Order _____
	if applicable	Date: _____	Check # _____
Total Rental Fees Due:	_____		Cashier's Check _____
			Receipt # _____

NOTE: DEPOSIT REFUND WILL BE MAILED TO ADDRESS SHOWN BELOW, PROVIDED ALL CONDITIONS OF THE CONTRACT HAVE BEEN MET.

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVE*
(Please Print)

Name: _____

Mailing Address: _____

Phone Number(s): _____

Phone Number(s): _____

Email: _____

***Security deposit will be returned to this individual at this address unless other arrangements in writing with the Harrison County Commission, Parks and Recreation Department.**

I/We agree to all facility rules as posted. All trash, debris and other materials shall be placed in collection containers located at the facility. Any damages done to the building will be reported to staff during the post walk through inspection.

Signature of Rental Customer

The undersigned, representing Harrison County Commission Parks and Recreation Department, does hereby approve the use of the facility for above stated purpose. Any additional terms and conditions shall be reduced to writing and attached to this agreement.

Harrison County Commission - Parks & Recreation Department

In case of emergency call: Nate Ryan 304-641-4935 or Jacob Hayhurst: 304-669-0851