

WARREN COUNTY ARMORY CIVIC CENTER RENTAL AGREEMENT

Warren County Manager's Office
P.O. Box 619
Warrenton, NC 27589
252-257-3115 (P) 252-257-5971 (F)

Name of Applicant(s): _____

Applicant Address: _____ City: _____

State: _____ Zip Code: _____ Email: _____

Telephone: _____ Cell Phone: _____ Fax: _____

Organization Name: _____

Address: _____ Website: _____

City: _____ State: _____ Zip Code: _____

Type of Event: _____

Event Date: _____ Room Selection: _____

Estimated Attendance: _____ Estimated Start Time: _____

(Start time must include time required for set-up for event)

Estimated End Time: _____ Must be Midnight or
earlier (All events must end no later than Midnight. Facility must be cleaned and vacated no later
than 1:00am)

Will you be serving alcohol free of charge to attendees? _____

Will you be selling alcohol? _____

(Events including alcohol may require a North Carolina Alcoholic Beverage Control Commission temporary permit. Please see the "Alcohol" section of this agreement to determine if a permit is necessary for your event. If a permit is necessary, a copy must be on file in the Warren County Manager's office no less than 48 hours prior to the event. Only non-profit organizations will be allowed to sell alcoholic beverages. Brown bagging is prohibited. All organizations and individuals serving/selling alcohol must provide proof of liability insurance coverage.)

Groups Permitted to Use the Warren County Armory

Group I – This group is defined as Warren County sponsored events. There is no charge for this group.

Group II – This group includes Governmental Agencies, School Partnerships, and non-profit organizations. Group II users must use the facility for the purpose of representing their organization. All rules and regulations apply. A recognized organization or company official must sign the rental agreement. Rental fees must be paid with organization or company funds by organization or company check. Proof of non-profit status is required at the time this agreement is signed.

Group III – Any person, organization, or association not covered in Group I or Group II. All rules and regulations apply to these users.

Securing a Reservation

To secure a reservation, the applicant must be at least 21 years of age.

Representatives leasing the facility on behalf of an organization must provide proof of authorization to lease in the organization's name. This proof can be a letter on organizational letterhead appointing said person as the representative and signed by the official holding the highest-level seat in the organization. The person who signs the rental agreement will be considered the "Responsible Party" for the event.

A reservation deposit of ½ of the total rental fee is expected at the time the Rental Agreement is filed with the Warren County Manager's Office. This deposit will be used toward the total Rental Fee for the event and is non-refundable if the application is approved.

There is also a Cleaning/Damage Deposit required to be paid no less than 2 weeks prior to the event. (Please see Rental Fees & Cleaning/Damage Deposit Schedule for the amount of the Cleaning/Damage Deposit.) This deposit is refundable provided the after-event facility inspection is satisfactory. A copy of the inspection report will be provided to the applicant accompanied by either the applicant's Cleaning/Damage Deposit or a letter advising the Cleaning/Damage Deposit will not be returned. Failure to properly clean the facility or findings of damage as a result of the event will constitute forfeiture of your right to a refund of the Cleaning/Damage Deposit. Further, the applicant is responsible for the actual cost of repair and/or replacement of any property damaged during the rental event. It may further result in suspension of your right to lease the facility in the future. Using the facility in any manner inconsistent with the Rules and Regulations set forth in the Rental Agreement will cause a forfeiture of the deposit as well as any future use of the facility.

Facility Use Rules and Regulations

Please initial at each blank to indicate that you have read and understand the Rental Agreement terms.

1. In order to secure a reservation, the applicant must be at least 21 years of age. _____
2. No reservation will be confirmed until the executed Rental Agreement is on file and the Reservation Deposit (at least ½ of the rent amount) has been received. If application is approved, the Reservation Deposit is non-refundable and will be applied to the Rental Fee. _____
3. The applicant is charged with the duty of supervising the activities at the facility. The applicant is also charged with the duty of ensuring that all attendees abide by the Rules and Regulations set forth in this Rental Agreement. _____
4. The applicant and his/her agents must comply with and abide by all laws and ordinances, including Federal, State, County, and Municipal, which may apply to the use of this facility. _____
5. The applicant will not sublease or assign the use of the facility to any other person or organization. Any sublease or assignment made will be invalid and will result in the forfeiture of the right to use the facility in the future as well as the forfeiture of all deposits. _____
6. The applicant will be held liable for any damages or losses inside or outside the facility. You will be billed for any damages not covered by the Cleaning/Damage Deposit; such bill must be paid within 30 days to avoid legal action. _____
7. The Cleaning/Damage Deposit must be paid to the Warren County Manager's Office no less than 2 weeks prior to the event. _____
8. The balance of the rental fee must be paid to the Warren County Manager's Office no less than 1 week prior to the event. _____
9. No decorations are to be taped, nailed, pinned, or stapled to the walls or furnishings of the facility. _____
10. No tables, chairs or other furnishings are to be propped against the walls of the facility. _____
11. The facility must be left in the same condition as it was found. This includes returning tables, chairs, and other furnishings to the locations they were in prior to the start of your event. _____
12. No equipment can be used that dispenses smoke – whether synthetic or real. _____
13. Use of candles is allowed on cakes; however, candles as decorations must be either floating, or contained within a hurricane globe or other protective barrier. _____
14. Smoking is prohibited in all County-owned buildings. Any evidence of smoking inside this facility may result in a fine of \$250.00 as well as forfeiture of your Cleaning/Damage Deposit. _____
15. Firearms are prohibited on all County-owned property. Possession of a firearm by the applicant or anyone on the premises during the time the facility is rented could result in the cancellation of the event and forfeiture of rental fees and cleaning/damage deposit. _____
16. Fires and pyrotechnics are prohibited on the grounds and within the facility. _____

Alcohol

17. The Warren County Armory Civic Center does not have an ABC Permit. Applicant must secure all permits/licenses required by law if alcohol is going to be served, sold, or consumed. Permits can be acquired by contacting the NC ABC Commission located at 3322 Garner Road in Garner NC. The contact number for the NC ABC Commission is 919-779-0700. A copy of the permit must be turned in to the Warren County Manager's Office no less than 48 hours prior to the event. _____
18. BROWNBAGGING IS PROHIBITED! NO EXCEPTIONS! _____
19. Alcoholic beverages may be served, sold, or consumed only by approved organizations which have the appropriate licenses/permits and only if included in the Rental Agreement. _____
20. ONLY NON-PROFIT ORGANIZATIONS ARE PERMITTED TO SELL ALCOHOL TO GUESTS. THIS INCLUDES BEER, WINE, AND CHAMPAGNE. A permit is required to sell alcohol and the applicant must contact the NC ABC Commission to obtain said permit. _____
21. You do not need an ABC Permit if serving free beer, unfortified wine, or champagne to guests. _____
22. No person under the age of 21 should be allowed to consume alcohol at the facility. Serving alcohol to minors will constitute suspension of your right to rent the facility in the future and will result in the forfeiture of any and all deposits, and may also result in your criminal prosecution. _____
23. Alcohol service must be closed one hour prior to the end of the event. _____
24. Alcohol must be under the control of a bartender or caterer at all times. Common source containers (kegs, alcoholic punches, etc.) without an individual server are prohibited. Glass beer bottles are prohibited. _____
25. All alcoholic beverages must be served and consumed only in the area where the original alcohol permit is posted. _____
26. When serving alcohol, the applicant must provide, at applicant's cost, proof of at least a \$1,000,000 Tenant Users Liability Insurance Protection policy including host liquor liability coverage naming Warren County as an additional insured in which the carrier agrees to defend, save harmless, and indemnify Warren County from all financial loss, damage, or harm arising out of the dispensing of alcoholic beverages. A copy of the insurance policy must be submitted to Warren County no less than 15 days prior to the Event and must remain in effect at least 72 hours after the event ends. _____

Security

27. Security is required for all events. Security will be provided by the Warren County Sheriff's Department. Events not including alcohol will require one uniformed armed officer. Events including alcohol will require two or more uniformed armed officers at the discretion of the Warren County Sheriff's Department. The applicant is responsible for the cost of security at a rate of \$100.00 per Officer for the first five hours and \$20.00 per hour per Officer for each additional hour. Applicant must contact the Warren County Sheriff's Department at 252-257-3364 to arrange for security at least 15 days before the date of the event. Proof of arrangements and payment for Security must be made to the County Manager's Office no later than one week prior to the event. _____

Insurance & Liability

28. The person or organization to which a Rental Agreement is issued shall be liable for any loss, damage, or injury sustained by any person(s) during the time the facility is leased. _____
29. The applicant must provide proof of liability insurance coverage if alcohol is being served, sold, or consumed. (See item # 26) _____
30. An event anticipated to have attendance of 250 or more is considered a large event. For these events, the applicant must have a \$1,000,000 Tenant Users Liability insurance Protection liability policy naming Warren County as an additional insured, and a copy of the insurance policy must be provided 15 days prior to the event. _____
31. Depending on the size and nature of the event, the County may require that a certificate of insurance be presented at least 15 days prior to the event. _____
32. Occupancy beyond the posted capacity is prohibited. The applicant is responsible for fire code compliance. _____
33. Neither Warren County, the County Manager, the Board of Commissioners, nor any County personnel assumes responsibility for loss or damage to any property placed on the premises by the renter or their associates, nor for personal injury which may occur during the use of the facility. Furthermore, the County assumes no responsibility for items left by the applicant in or around the facility. _____
34. Parking for the facility is provided; however, Warren County assumes no responsibility for damage to vehicles or items stolen there from. _____

Rules for Caterers

35. The applicant must provide a copy of this agreement to any and all hired Caterers. _____
36. The applicant will be held responsible for seeing that caterers adhere to the Facility Use Rules and Regulations. _____
37. The applicant is responsible for Caterers' access to the facility. _____
38. Catering staff must be neat/clean in appearance and adhere to the Caterer's Code of Ethics. _____
39. Caterers must bring their own cleaning equipment and supplies. _____
40. Caterers are responsible for removing all trash from the kitchen area and any other areas in which food is served. _____
41. No food or drinks are to be left in the refrigerators at the Warren County Armory Civic Center. _____
42. All appliances are to be cleaned inside and out and left clean and turned off. _____
43. Upon completion of food service, Caterers should begin to load-out, remove equipment, food, etc. into vehicles. Caterers should complete clean-up before the end time listed in this agreement. _____
44. Floors in the kitchen and food service areas are to be swept and mopped and all trash is to be removed. _____

Before Vacating the Facility

45. All heating/cooling units are to be turned off. _____
46. All decorations, food, equipment, and other personal effects must be removed by the end time on this agreement unless satisfactory arrangements have been made prior to the event. _____
47. All trash must be emptied from all trash receptacles, including those in the bathrooms, and removed from the premises by the applicant. _____

48. If any damage occurs during an event, the applicant must notify a representative of the Warren County Buildings and Grounds Department immediately. A contact name and number will be provided applicant before the date of the event. _____

Cancellation & Default

49. The applicant forfeits all monies used to confirm a Rental Agreement if they fail to cancel more than 30 days in advance of the event date. _____

40. The applicant may forfeit all monies and use of the facility if the balance is not paid 2 weeks prior to the event. _____

41. The facility must be cleaned and vacated by 1:00am. _____

42. The County Board of Commissioners and the Warren County Manager reserve the right to cancel an approved request or revoke the right of the use of the Warren County Armory Civic Center to any group or individual when: _____

a. Said group or individual has shown sufficient disregard for the Rules and Regulations set forth in this document.

b. It is deemed necessary for the concern of the health, safety, and welfare of the applicant, guests, or the general public.

c. It is in the best interest of the Warren County Armory Civic Center.

If the Warren County Board of Commissioners or the Warren County Manager cancels an approved request, the applicant forfeits monies paid to the Warren County Manager's Office. _____

43. In cases of event cancellation or postponement due to inclement weather, or other situation(s) beyond our control, the Warren County Manager's Office will work with the applicant to secure the next available date for use of the facility. _____

44. Each event requires a new Rental Agreement. _____

It is the duty of the applicant to maintain order and decorum when using the facility, and to inform group members, affiliates, caterers, and guests of the Rules and Regulations of the Warren County Armory Civic Center. Failure to comply with any or all of the Rules and Regulations could result in forfeiture of all monies paid for the rent of the facility, including the Cleaning/Damage Deposit, and could also result in forfeiture of the right to rent the facility in the future.

By signing this agreement, applicant acknowledges that he/she has read and understands the terms set forth in this Rental Agreement, and that he/she assumes the role of "Responsible Party".

Organization

Applicant

Date

WARREN COUNTY

Linda Worth, Warren County Manager

Date

A copy of the signed, approved Rental Agreement will be provided to the Applicant.

Rental Fees & Cleaning/Damage Deposit Schedule

ROOM SELECTED	Group II	GROUP III
Room A: 308 Sq. Ft. Capacity: Tables & Chairs 20 Chairs 28 Standing 44 RENTAL FEE CLEANING/DAMAGE DEPOSIT	 \$150.00 \$50.00	 \$225.00 \$50.00
Room B: 1200 Sq. Ft. Capacity: Tables & Chairs 80 Chairs 110 Standing 170 RENTAL FEE CLEANING/DAMAGE DEPOSIT	 \$250.00 \$100.00	 \$325.00 \$100.00
Room C: 5300 Sq. Ft. Capacity: Tables & Chairs 350 Chairs 480 Standing 750 RENTAL FEE CLEANING/DAMAGE DEPOSIT	 \$600.00 \$300.00	 \$800.00 \$300.00
Rooms A, B, and C RENTAL FEE CLEANING/DAMAGE DEPOSIT	 \$1,000.00 \$300.00	 \$1,350.00 \$300.00

NOTE: All rental prices are for rental of the selected space(s) for six (6) hours or less. An additional charge of \$25.00 per hour will be assessed for use of the facility above the six (6) hour period.

When the Armory Civic Center has chairs/tables available for use by renters, a nominal rental fee will be charged for their use.

Checklist for Applicant

- _____ Sign and File a Rental Agreement with the Warren County Manager's Office.
- _____ Pay rental deposit (non-refundable to be applied to the Rental Fee) of at least ½ of the Rental Fee at the time the Rental Agreement is filed.
- _____ At least 2 weeks prior to the event, pay Cleaning/Damage Deposit to Warren County Manager's Office.
- _____ At least 1 week prior to event, pay the remaining balance of the Rental Fee to the Warren County Manager's Office.
- _____ At least 1 week prior to event, payment for security must be made to the Warren County Manager's Office.
- _____ Provide Caterer with Facility Use Rules and Regulations.
- _____ 48 hours prior to the event provide ABC permit and proof of liability insurance coverage if alcohol is to be served, sold, or consumed, or if the County has made a determination that liability insurance is necessary for the event.

NOTE: It is the responsibility of the applicant to adhere to the schedule set forth above or as required by this Rental Agreement. The Warren County Manager's Office will not contact applicant to remind of due dates of payments or other requirements under the terms of this agreement.

Cleaning/Vacating Checklist

This Checklist will be completed by Warren County Maintenance Department. A copy is being provided to you to assist in cleaning the facility.

- | | |
|--|---------------------------------------|
| _____ Floors swept and mopped | _____ All trash emptied |
| _____ Restrooms clean and trash emptied | |
| _____ Kitchen clean and all appliances off | |
| _____ Decorations/Personal items removed | _____ Drinks & Food removed |
| _____ Heating/Cooling units turned off | _____ Lights turned off |
| _____ Tables wiped down | _____ Tables/chairs replaced as found |
| _____ Doors and windows secured | |
| _____ Trash and debris picked up from facility grounds | |

Notes from Maintenance:

Date Inspected: _____ Time of Inspection: _____ Inspected by: _____