

**BUCK SPRING PARK
CABIN AND PICNIC AREA
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: _____

Is the Organization Non-Profit? _____

Non-Profit Organizations must include proof of Non-Profit status. Only Non-Profit Organizations will be permitted to charge admission or sell tickets to an event held at Buck Spring Park.

Type of Event: Give a brief description of the event, including whether or not you will charge admission or require attendees to purchase a ticket in advance.

Please indicate which area of Buck Spring Park you wish to reserve:

_____ Picnic Area (without access to kitchen) - \$25.00 per day

_____ Picnic Area with access to kitchen - \$50.00 per day

_____ Overnight primitive camping, including use of picnic area kitchen
(supply your own tents) - \$125.00 per day

_____ Building (includes reserved use of Picnic Area)

Tuesday, Wednesday, Thursday between 9:00 a.m. and 4:00 p.m. - \$150.00

All other days and times - \$300.00

\$50.00 Non-Refundable Cleaning/Damage Fee will be charged when using the building

Event Date: _____

Estimated Attendance: _____

Arrival Time: (For set-up/decorating) _____

Event Start Time: _____

Event End Time: _____ Must be 9:00 p.m. or earlier. (All events must end no later than 9:00 p.m. with the exception of overnight primitive camping.)

Departure Time: _____ Building must be cleaned and vacated no later than 10:00 p.m.

Will you be serving/selling alcohol? _____

NOTICE: No alcohol shall be consumed or sold at any event that is being held in honor of a minor. (EXAMPLE – High School Graduation Party, Birthday Party for anyone under the age of 21, Quinceanera, etc.) Alcohol can only be sold by Non-Profit Organizations with proper approval by the County Manager.

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

Securing a Reservation

_____ To secure a reservation, the applicant must be at least 21 years of age and have a valid Identification Card or Driver License. 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 which states the purpose of the event and 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. This deposit is non-refundable and will be used toward the total Rental Fee for the event if the application is approved.

_____ Applicants for each event taking place within the building are required to pay a non-refundable Cleaning/Damage Fee. (Please see Rental Fees & Cleaning/Damage Fee Schedule for the amount of the Cleaning/Damage Fee.) The Warren County Maintenance Department will complete an inspection report at the conclusion of the event. A copy of the inspection

report will be provided to the applicant. The applicant is responsible for the actual cost of repair or replacement of any property damaged during the time of rental. In addition, causing damage to the property 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 result in a forfeiture of future use of the facility. A member of the Maintenance Department will conduct a walk-thru with the renter prior to the scheduled event at the renter's request.

_____The key to the facility may be picked up from the Sheriff's Office on the scheduled day of your event if your event is on Friday, Saturday, Sunday, or Monday, or is taking place after 4:00 p.m. on Tuesday, Wednesday, or Thursday. Renter must return the key to the Sheriff's Office once the building has been secured immediately following the event. Unless prior arrangements have been made, failure of the renter to return the key to the Sheriff's Office on the date of the event will result in a fine of \$25.00 per day until the key is returned. If the renter fails to return the key within 5 days of the event, the locks will be changed and the renter will be responsible for any fines and costs associated with changing the locks.

_____If renting the building on Tuesday, Wednesday, or Thursday between 9:00 a.m. and 4:00 p.m. the renter will pick the key up from the County Manager's Office on the day of the event. The key must be returned to the County Manager's Office the same day prior to closing time at 5:00 p.m. If the renter fails to return the key by 5:00 p.m. then it will be considered a normal rental and the renter will be billed \$150.00.

Facility Use Rules and Regulations

Please initial at each blank to indicate that you have read and understand 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 Fee; such bill must be paid within 30 days to avoid legal action. _____
7. The balance of the rental fee must be paid no less than 1 week prior to the event. _____
8. No decorations are to be taped, nailed, pinned, or stapled to the walls or furnishings of the facility. _____
9. No tables, chairs or other furnishings are to be propped against the walls of the facility. _____
10. The facility must be left in the same condition as it was found. This includes returning tables, chairs, and other furnishings to the storage room. _____
11. No equipment can be used that dispenses smoke – whether synthetic or real. _____
12. 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. _____
13. Smoking is prohibited in all County-owned/leased buildings. Any evidence of smoking inside this facility may result in a fine of \$250.00 as well as forfeiture of your Cleaning/Damage Fee. _____
14. Firearms are prohibited on all County-owned/leased 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 fee. _____
15. Fires and pyrotechnics are prohibited on the grounds and within the facility. _____
16. No amplified music in outdoor areas of Buck Spring Park after 11:00 p.m. _____

Alcohol

ALCOHOL WILL NOT BE PERMITTED AT AN EVENT HELD FOR A MINOR. (i.e. Sweet Sixteen, Quinceanera, High School Graduation party, etc.)

17. Buck Spring Park 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 STRICTLY PROHIBITED! NO EXCEPTIONS! Alcoholic beverages must be under the control of a bartender or caterer at all times. _____
19. Alcoholic beverages may be served, sold, or consumed only if approved as part of this agreement. _____
20. Only Non-Profit Organizations are permitted to SELL alcohol to guests. A permit is required to sell alcohol and the applicant must contact NC ABC Commission to obtain said permit. _____
21. No person under the age of 21 should be allowed to consume alcohol at the facility. Serving alcohol to minors will constitute forfeiture of your right to rent the facility in the future. _____
22. The alcohol permit issued by NC ABC Commission must be displayed where alcohol is served during your event. _____

Security

23. Security is required for events taking place within the building after 5:00 p.m. Tuesday through Thursday and all weekend events. Security will be provided by the Warren County Sheriff's Office. The number of Officers required for each event will be determined by the Warren County Sheriff's Office based on the expected number of attendees and the type of event being held. 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 Office at 252-257-3364 to arrange for security at least 15 days before the date of the event. The keys to the Cabin at Buck Spring Park will not be released to a renter unless the Sheriff's Office confirms that proper arrangements have been made for Security.

24. If at any time during the event the Officer/Officers on duty witness any criminal or malicious acts, the Officer/Officers on duty reserve the right to close down the event. _____

Liability

30. 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. _____
31. Occupancy beyond the posted capacity is prohibited. The applicant is responsible for fire code compliance. _____
32. Neither Warren County, the County Manager, the Warren County Board of Commissioners, or any Warren 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. _____
33. Parking for the facility is provided; however, Warren County assumes no responsibility for damage to vehicles or items stolen there from. _____

Rules for Caterers

37. The applicant must provide a copy of this agreement to any and all hired Caterers. _____
38. The applicant will be held responsible for seeing that caterers adhere to the Facility Use Rules and Regulations. _____
39. The applicant is responsible for Caterers' access to the facility. _____
40. Catering staff must be neat/clean in appearance and adhere to professional standards for food service (example - the Caterer's Code of Ethics). _____
41. Caterers must bring their own cleaning equipment and supplies. _____
42. Caterers are responsible for removing all trash from the kitchen area and any other areas in which food is served. _____
43. No food or drinks are to be left in the refrigerators at the facility. _____
44. All appliances are to be cleaned inside and out and left clean and turned off. _____

45. 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. _____
46. 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

47. 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. _____
48. All trash must be emptied from all trash receptacles, including those in the bathrooms, and carried off by the applicant. _____
49. If any damage occurs during an event, the applicant must notify a representative of the Warren County Administrative Office or Warren County Sheriff's Office immediately. If you are unable to notify someone at the time the damage occurs, you must do so no later than 9:00 a.m. the next business day. Failure to give notification of damage will result in forfeiture of your right to use the facility in the future. _____

Cancellation & Default

50. The applicant forfeits all monies used to confirm a Rental Agreement if they fail to cancel more than 7 days in advance of the event date. _____
51. The applicant may forfeit all monies and use of the facility if the balance is not paid one week prior to the event. _____
52. The facility must be cleaned and vacated by 10:00 p.m. _____
53. The Warren County Board of Commissioners, the Warren County Manager, and/or the director of the Warren County Buildings and Grounds Department reserve the right to cancel an approved request or revoke the right of the use of Buck Spring Park 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 Buck Spring Park.

If the Warren County Board of Commissioners, Warren County Manager, or Warren County Buildings and Grounds Director cancels an approved request because of the applicants'

disregard of Rules and Regulations, the applicant forfeits monies paid for rental of the facility._____

54. In cases of event cancellation or postponement due to inclement weather, or other situation(s) beyond our control, County Manager’s office will work with the applicant to secure the next available date for use of the facility, or discuss the possibility of refunding monies paid._____

55. Each event requires a new Rental Agreement. _____

It is the duty of the applicant to maintain order and decorum when using any Buck Spring facility, and to inform group members, affiliates, caterers, and guests of the Rules and Regulations of Buck Spring Park. 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 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/Responsible Party

Date

WARREN COUNTY

Warren County Manager

Date

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

TO BE COMPLETED BY WARREN COUNTY MANAGER'S OFFICE STAFF

Receipt of Contract and Partial Rental Fee: Amount: _____ Date: _____ By: _____

Receipt of Cleaning/Damage Fee: Amount _____ Date: _____ By: _____

Receipt of Balance of Rental Fee: Amount _____ Date: _____ By: _____

Receipt of confirmation of security arrangements (copy attached): Date: _____ By: _____

Work order sent to Maintenance to inspect facility prior to event: Date: _____
By: _____

Inspection Report received from Maintenance following event: Date: _____ By: _____

NOTES:

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 fee 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.

_____ Provide Caterer with Facility Use Rules and Regulations.

_____ Arrange for Security with Warren County Sheriff's Department. Contact Lt. Wells at 252-257-3364.

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 | _____ Tables/chairs placed against walls |
| _____ Kitchen clean and all appliances off | _____ Lights turned off |
| _____ Decorations/Personal items removed | |
| _____ Drinks & Food removed | |
| _____ Heating/Cooling units turned to _____ | |
| _____ Tables wiped down | |
| _____ Doors and windows secured | |
| _____ Trash and debris picked up from facility grounds | |

Notes from Maintenance:

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

Rental Fees & Cleaning/Damage Deposit Schedule

Picnic Shelter(without access to kitchen)	\$25.00
Picnic Shelter with access to kitchen	\$50.00
Overnight Primitive Camping with access to kitchen (must provide your own tents)	\$125.00
Building (includes reserved use of Picnic Shelter) <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p style="text-align: center;">Maximum occupancy inside the building when using tables and chairs is 93.</p> <p style="text-align: center;">Maximum occupancy inside the building when guests are standing or seated (without tables) is 125.</p> </div>	Tuesday, Wednesday, Thursday between 9:00 a.m. and 4:00 p.m. - \$150.00 All other times - \$300.00
Non-refundable Cleaning/Damage Fee Applied to Building Rental Only	\$50.00

*Warren County Government sponsored events will not be charged any fees.