



## GYM RENTAL AGREEMENT

The Hildebran Gym is available to rent and features full court accommodations, fold away bleachers, restrooms and a locker room.

<b>RENTAL CHARGES</b>	<b>The deposit and rental fees both must be paid in CASH on the day of booking in order to reserve the Gym.</b>
Deposit:	\$100 The deposit will be refunded, by check via mail, after the key is returned and an inspection of the Gym by Town staff is found to be in the same condition as when it was originally rented.
Hourly Rental Fees:	\$40.00/hour (Monday-Saturday) \$30.00/hour Non-Profits   Active Military or Veteran (Proof required) \$25.00/hour (Sunday) \$20.00/hour Non-Profits   Active Military or Veteran (Proof required)
Mat Fees:	\$400.00 plus an all-day rental fee of 8 hours. **Mat fees are not refundable if mats have been installed before event. Mats are required to be put down when food will be served in the Gym, or any other activity that may damage the floors, as determined by staff. (Dances, equipment, etc.)
Liability Insurance:	Renters are required to purchase general liability insurance coverage for events open to the public, or when a fee is charged to participate or attend. Renters may purchase general liability insurance for a private party (not open to public and no fees charged to attend).

### BOOKING

The Town of Hildebran will book your reservation once all rental charges (deposit and all fees) are paid (in CASH), the Gym Rental Policy is completed in its entirety, and the Gym Rules & Regulations form is signed and dated. All renters must provide a copy of a valid driver's license or other photo ID.

\*In order to receive a military or veteran discount, the person in the military (or the veteran) must provide written proof/photo ID of military status/service and sign the rental documents.

\*\*In order to receive a non-profit rate, the organization must be ACTIVE at least 6 months before the date of the rental on the NC Secretary of State website. If general liability is required, the COI must be in the name of the organization and the deposit will be refunded to the organization.

### CANCELLATION POLICY

Cancellations must be made at least forty-eight (48) hours before your reserved start time in order to receive a full refund of all rental charges (deposit and all fees). Cancellations made less than forty-eight (48) hours before your reserved start time shall result in a charge of \$80.00 (\$50.00 on Sunday or off-season), plus \$400.00 if mats were installed, **NO EXCEPTIONS**; said \$80.00 or \$50.00 charge shall be taken out of your \$100 deposit, if necessary. In case of a death in the family that occurred before your rental and required a cancellation thereof, a full refund of all rental charges (deposit and all fees) will be issued if proof can be shown of said death. In addition, a full refund of all rental charges (deposit and all fees) shall be issued if a natural disaster or snowfall prohibits the use of the facility.

Gym renters will be responsible for any damage or loss sustained as a result of the renter's occupancy of the Gym, and the \$100 security deposit shall be retained by the Town until all of said damages are paid for by the renter.

# GYM RENTAL POLICY

## RENTER INFORMATION

Name/Organization: \_\_\_\_\_

Address to Mail Deposit Refund: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate: \_\_\_\_\_

Email: \_\_\_\_\_ Employer: \_\_\_\_\_

## EVENT INFORMATION

Event/Purpose: \_\_\_\_\_ Estimated Attendees: \_\_\_\_\_

Rental Date Requested: \_\_\_\_\_

Time Requested: \_\_\_\_\_

\* Renters are required to purchasing General Liability Insurance coverage for events open to the public or when a fee is charged to participate or attend. The key to the gym will not be issued unless the Town has received the Certificate of Insurance (COI) at least two (2) weeks prior to the event.

-All rentals that will be using the gym for basketball play must choose "Basketball-(Spectators Only)", or other appropriate sport, as the event type in GatherGuard.

-By signing this form, renters understand and agree that the general liability insurance via GatherGuard does NOT cover the renter if an attendee is injured while playing basketball or any other sport. The Town highly recommends that the renter purchase a student accident insurance policy through an outside carrier to protect themselves from liability in the case of personal injury.

\*\* Renters may purchase General Liability Insurance for private events at the gym (no fees charged, not open to the public). If Renter chooses not to purchase insurance, Renter acknowledges by their signature below that they will be personally responsible for any and all loss or damages arising out of their rental and use of the gym and will hold the Town, its agents, elected officials, and staff harmless from any damages, including legal fees.

☐ I will provide General Liability Insurance to the Town of Hildebran for my rental.

☐ I decline to provide General Liability Insurance to the Town of Hildebran for my rental and agree to the aforementioned statement. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Office Use Only

### RENTAL CHARGES:

Security Deposit: \$ \_\_\_\_\_

Rental Fee: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

Date Paid: \_\_\_\_\_

### LIABILITY INSURANCE:

Town received COI? ☐ Yes ☐ Declined (Private Event)

### KEY:

I acknowledge that I have received the key to the Gym and will only use the key for my designated time. I will return the key the next business day.

Signature: \_\_\_\_\_

Key #: \_\_\_\_\_

Date key returned: \_\_\_\_\_

Deposit Refundable? ☐ Yes ☐ No

# GYM RULES & REGULATIONS

Please familiarize yourself with the Gym Rules & Regulations

- Adult supervision of all individuals during event/activity is required.
- The person responsible for the facility, as stated on the application, assumes full responsibility for all damages to the facility or to any Gym items during his/her contract and will be responsible for all repairs related to damage during the rental.
- No smoking, tobacco products or controlled substances, of any type, is allowed to be used or sold in or around the Gym or municipal complex.
- No alcohol shall be allowed in or around the Gym or on the municipal complex.
- No weapons (guns, knives, etc.) of any kind are allowed in or around the Gym or municipal complex.
- No decorations or signage is to be permanently attached to walls, ceiling or floors. The use of glitter and confetti is prohibited.
- Only animals used in facilitating the needs of persons with disabilities are allowed inside the Gym.
- The Gym cannot be rented to sell any wares or soliciting any products for private or public sale.
- Fireworks, sparklers, candles or other flammable items are prohibited in or around the Gym and municipal complex.
- Grills or other flammable cooking devices are prohibited in or around the Gym and municipal complex.
- Renters are responsible for cleaning the floor, bleachers, lobby, and restrooms including cleaning up any spills or debris, and putting all trash in trash cans. All trash in excess of the container provided is to be hauled off by the renter.
- When leaving the building, all doors must be closed, locked and lights turned off.
- Failure to clean up or comply with the Gym Rules & Regulations may result in expulsion from the Gym and forfeiture of all fees and deposit.
- Any person/group violating any of the above rules & regulations is subject to suspension from use of the facility and prosecution in the event of a law enforcement violation, as provided in the Town of Hildebran "Code of Ordinances." Failure to clean up or comply with the Gym Rules & Regulations may result in expulsion from the Gym/Municipal Complex and/or forfeiture of all fees and deposit.

I, the undersigned, agree to abide by all Rules & Regulations and hereby covenants and agrees that it will defend, indemnify, protect and save harmless the Landlord from the claims of all persons arising from or out of the use or occupancy of the demised premises by or under Tenant or Tenant's agents, employees, or invitees, save and except claims, arising from the negligence of Landlord or Landlord's agents, employees, invitees or Landlord's other Tenants. Tenant shall not be liable hereunder for any special, incidental or from the negligence of Landlord, Landlord's agents, employees, or invitees. Dependent upon the type of event, separate insurance coverage by the Tenant may be required. Failure to abide by any part of this Rental Agreement could result in Renter losing the privilege to rent in the future. I hereby acknowledge that I have received a key(s) to the above reference facility and a copy of both the Rental Policy and the Rules & Regulations in this agreement. All keys shall be returned to Town Hall the next business day.

I, the undersigned, hereby agree to indemnify, protect and save harmless the Town of Hildebran, it's agents, elected officials and staff from all claims, liability or lawsuits, including reimbursement of attorney fees in defending such claims and damage to real or personal property which arises out of, or results from the acts or omissions of the undersigned or resulting from the activities carried on by the undersigned and its employees, agents and representatives.

I have read and agree to abide by all Rules & Regulations.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_