



DEPOT AND PAVILION RENTAL AGREEMENT

The historic and renovated Train Depot and Pavilion are available to rent together at a discounted price that allows for larger events. They are located at the Hildebran Community Park at 114 Main Ave East, Hildebran.

The Depot comes equipped with air conditioning and heat, 6 rectangular tables and 49 chairs. A deck is available for additional entertaining. The Depot is 14' wide and 60' long. Maximum capacity is 49 people. The Pavilion is equipped with 9 ADA accessible picnic tables and is 30 feet wide and 50 feet long. Both the Depot and Pavilion have access to a water fountain, restrooms, and playground equipment.

RENTAL CHARGES **The deposit and rental fees must be paid in CASH on the day of booking in order to reserve the Depot and Pavilion.**

Deposit:	\$100.00 The deposit will be refunded, by check via mail, after the key is returned and an inspection of the Depot and Pavilion by Town staff is found to be in the same condition as when it was originally rented.
Rental Fee:	\$150.00 \$115.00 Non Profit Active Military/Veterans (*Proof required) (Includes a 3-hr rental in one of the predetermined time slots below)
Add'l Hour Fee:	\$30.00 each additional hour \$20.00 each additional hour for Non Profit Active Military/Veterans (*Proof required).
Liability Insurance:	Renters may purchase General Liability Insurance for private events. The cost for a 1-day event starts at \$100.00, or is no charge with proof of home owner's insurance.

BOOKING

The Town of Hildebran will book your reservation once all rental charges (**deposit and all fees**) are paid (**in CASH**), the Depot and Pavilion Rental Policy is completed in its entirety, and the Depot and Pavilion 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 **non-profit rate**, the organization must be found on the NC Secretary of State website and have been active for at least 6 months prior to booking, be listed as active, have a non-profit status, & the name must match the name on the rental form & the COI. The deposit will be refunded to the organization.

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

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 forfeiture of the deposit AND 30% of the rental fee(s), **NO EXCEPTIONS**. 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 valid 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.

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

DEPOT AND PAVILION 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: _____

	SUMMER HOURS (Apr-Sept)	WINTER HOURS (Jan-Mar & Oct-Dec)
Time Block:	☐ 8:00 am – 11:00 am	☐ 8:00 am – 11:00 am
	☐ 11:00 am – 2:00 pm	☐ 11:00 am – 2:00 pm
	☐ 2:00 pm – 5:00 pm	☐ 2:00 pm – 5:00 pm
	☐ 5:00 pm – 8:00 pm	

***The 3-hr time slot includes set-up and clean-up time. Renter may not enter the Depot/Pavilion prior to the designated time slot. You may book additional hours as needed.** Rentals cannot exceed 6 hours and must end by 8:00 pm during the summer months and 5:00 pm during the winter months. Rentals lasting past their designated time slots will result in forfeiture of partial or all of deposit.

* Renters may purchase General Liability Insurance for **private events** at the Depot and Pavilion (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 Depot and Pavilion 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: \$ 100.00

Rental Fee: \$ _____

TOTAL: \$ _____

Date Paid: _____

LIABILITY INSURANCE:

Town received COI? ☐ Yes ☐ Declined

KEY:

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

Signature: _____

Key #: _____

Date key returned: _____

Deposit Refundable?	☐ Yes ☐ No
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DEPOT AND PAVILION RULES & REGULATIONS

Please familiarize yourself with the Depot and Pavilion Rules & Regulations

- Adult supervision of all individuals during event/activity is required.
- The person responsible for the facilities, as stated on the application, assumes full responsibility for all damages to the facilities or to any Depot and Pavilion items during his/her contract and will be responsible for all repairs related to damage during the rental.
- No smoking, vaping, tobacco products or controlled substances, of any type, is allowed to be used or sold in or around the Depot, Pavilion, or park property.
- No alcohol shall be allowed in or around the Depot, Pavilion, or on park property.
- No weapons (guns, knives, etc.) of any kind are allowed in or around the Depot, Pavilion, or park property.
- 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 Depot and Pavilion.
- The Depot and Pavilion cannot be rented for any event "for profit" or selling any wares or soliciting any products for private or public sale.
- No person shall use loudspeakers, public address systems or amplifiers in the Depot or Pavilion without written permission in advance from the Town.
- Bouncy houses, tents, water toys or any other objects are prohibited in or around the Depot, Pavilion, or park grounds.
- Fireworks, sparklers, candles or other flammable items are prohibited in or around the Depot, Pavilion, and park grounds.
- Grills or other flammable cooking devices are prohibited in or around the Depot, Pavilion, and park grounds.
- Tables and chairs are furnished as part of the rental agreement. Set up/tear down is the responsibility of the renter.
- Renters are responsible for cleaning the tables and chairs, 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.
- 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 Depot and Pavilion Rules & Regulations may result in expulsion from the Depot, Pavilion, or park 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 damages, incidental damages, or damages 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 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 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: _____