

Town of Wallace-WOMAN'S CLUB Building

216 N. E. Railroad Street, Wallace, NC 28466

Rental Agreement

This Rental Agreement is entered into by and between the Wallace Woman's Club, and _____ hereinafter referred to as the "Renter/Responsible Party".

The Wallace Woman's Club Building is for your use and enjoyment. Please help ensure the integrity of this historic property by understanding all decorating rules. Guidelines are attached.

Wallace Woman's Club Fire Code & Capacity: The total occupancy for using tables for an event is 150. Total occupancy for an event not having tables to sit at is 200 (standing). All exits must be unlocked during the event, and a minimum of a 6 foot clearance pathway to all doors. Pathways should run parallel to the length of the building and at the front and back of any chairs or tables that are set up. There are to be no more than 10 chairs in a row if the space is setup for classroom style.

Rental Fees: (circle the appropriate one)

- **Monday-Thursday daily rental rate: \$225.00 and a \$75.00 deposit.**
- **Monday-Thursday daily rental rate for certified *Non-Profit: \$150.00 & a \$75.00 deposit**
- **Monday-Thursday hourly rental rate: \$50.00/hour plus \$50.00 deposit.**
- **Monday-Thursday hourly rental rate for *Non-Profit: \$35.00/hour plus a \$50.00 deposit.**
- **Friday, Saturday, Sunday daily rental rate: \$450.00 plus a \$300.00 deposit.**

(*A Non-Profit must present an IRS 501c3 certification letter, tax form or other documentation showing their 501c3 nonprofit status.)

Deposit and Rental fee required before event date is reserved.

***Upon entering the building, it is the renter's responsibility to inspect the building for any damage and immediately report that damage to Town Staff immediately. The Staff can be reached at 910-285-4136 Monday - Friday 8:00 am - 5:00 pm. If not reported, it will be assumed that the renter is responsible for the cause and the cost of the damage*.**

Two Security officers are required for groups over 150 people, during the event. However, it is not required to have them for setup/preparation time before or cleanup hours after the event. A signed confirmation statement from the Wallace Police Department showing that this has been arranged must be presented when paying the balance owed, before your event. The Wallace Police Department officers charge a rate of \$35.00/hour. Security Officers may wear street attire.

Extra days that are needed prior to or after the day of your event for decorating or cleaning up, are \$150.00 for each additional day. The key to the building must be put back in the lockbox at the end of your event.

Supervision of minors: Activities involving anyone that is under 18 years of age must have appropriate, ongoing, on-site supervision by a suitable number of responsible adults.

Responsibilities of the Renter:

- **NO ALCOHOLIC BEVERAGES WITHOUT PRIOR APPROVAL, DRUGS or WEAPONS OF ANY KIND** are allowed anywhere on the property. If any such containers or evidence is found, the \$300.00 refundable deposit will **NOT** be returned, and the Renter/Responsible person will be subject to Criminal Prosecution.
- **Smoking is not permitted inside the building.** Smoking is permitted outside in designated areas only. Please do not leave cigarette butts on the grounds. Guests or persons hired by the renter who smoke in **unauthorized areas will cause refund of deposit to not be returned and will be subject to be fined.**
- **Deposit will not be returned if the building and grounds are not left clean, or if any of the stated rules and checklist are not followed.**
- Grounds are to be kept clean **during** event.
- Building & Grounds **MUST** be cleaned **before leaving on the day of event, not the next morning.**
- Event must be over by 11:00 p.m., unless permission is given otherwise. Only those cleaning building and grounds may stay longer. **(An Event that goes beyond 11:00 p.m., except for those cleaning, without prior permission, will be charged for an additional day).**
- Police Department will monitor Woman's Club Building during events and may enter to inspect the building and /or grounds at any time necessary.
- No parking at the Hispanic Church across the street, without the permission of the Pastor. (Call Pastor Eduardo Morales at cell # 910-284-1274.)
- Parking is permitted along the side and front streets of Woman's Club Building
- No chewing gum or tape on floors.
- The use of nails, staples and tape is not allowed on **any** surfaces.
- No candles are allowed in the windows, due to fire hazard. Candles used on tables must be put on glass or mirror tile. Votives, tapers, columns in holders and surrounded by hurricane globe are permitted. Candles **MUST** be lower than holder or hurricane.
- No luminaries.
- **PLEASE DO NOT MOVE ANY OF THE FURNISHING & PLEASE DO NOT DRAG TABLES OR CHAIRS ON THE FLOOR!**
- Please do not move the two large pieces of furniture that are in the large room, China Hutch and the tables with lamps.
- No tables, chairs or furniture is to be removed from the building.
- Plants or flower arrangements need to be placed on a clear plastic saucer or plate to protect wooden tables.
- **NO FOOD IN SINK!**

- **It is the express responsibility of the user to explain these policies and restrictions to any caterer, band, decorator, performer, etc., which the user brings into the building or on the grounds.**

(2)

Check-List

(Please bring back this checked off and signed list with the key on the following business day.

After building & grounds are found in good condition

Deposit will be refunded by check 2 to 3 weeks after event to address on application

- _____ Sweep all floors (broom and wet mop and bucket are provided)
- _____ Dust wood floors/wet mop up any spills
- _____ Wet Mop vinyl floors
- _____ Clean bathrooms & empty all trash cans
- _____ Clean tables and chairs of spills or food, etc.
- _____ Clean kitchen fixtures and tables
- _____ Wash and put away any dishes used
- _____ Remove all food from dining area, kitchen counters or refrigerator/freezer
- _____ Remove all decorations, materials, personal items. (Not responsible for items left.)
- _____ Empty all trash and carry to the outside rolling trash carts.
- _____ Pick up all trash left in the yard
- _____ Put trash carts at curb for pickup.
- _____ All cleaning supplies, bathroom supplies, garbage bags are the responsibility of the renter.
- _____ **Please** turn both thermostats to 87 in the summer, but turn them both to 65 degrees in the winter, to keep pipes from freezing.
- _____ Return any tables and chairs that were taken down to flooring area as originally found.

I have returned the building to its original condition and checked off the list as required.

Signature: _____ Date: _____

(3)

Rental Agreement

By signing below, I certify that I understand and agree to perform the responsibilities as listed above, and that violations of those stated rules above will result in forfeiting my reservation/Deposit fee.

Rental Date: _____

Type of event: _____

Number of expected attendances: _____ Hours of Event: _____

(Please Print): _____

(Responsible Party)

Address: _____

Phone: _____

Email: _____

A copy of your Drivers License is required upon registration. **If you mail the signed contract, deposit, & fee, please include a copy of your Driver's License.**

Waiver:

The undersigned expressly agrees to indemnify, defend and hold harmless the Town of Wallace, the Wallace Woman's Club Preservation Commission and the Rental Manager, and any affiliates, employees, agents and representatives connected with the Wallace Woman's Club for any personal injuries, property loss or damage suffered by any person while on the property of the Wallace Woman's Club or as a result of the actions of any participants connected to the group, or individuals.

I HAVE READ AND VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. I HAVE READ AND UNDERSTAND THE RULES OF THE **Wallace Woman's Club** AND AGREE TO COMPLY UNDER PENALTY OF LOSS OF DEPOSIT AND/OR CONSEQUENCES WITH THE TOWN OFFICIALS OR LAW ENFORCEMENT.

Responsible Party Signature: _____

Name [please print]: _____

Date: _____

Organization Name if applicable: _____

Rental Manager: _____ Date: _____

Please make check/money order payable to: TOWN OF WALLACE

NOTE: Bank returned checks for nonsufficient funds are subject to a \$25.00 Fee.

Mail or Return your Deposit/Reservation Fee ***and this*** signed Rental Agreement, to
Town of Wallace, Town Hall, 316 E. Murray Street, Wallace, NC 2846

WALLACE WOMAN'S CLUB COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

This **WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT** ("Agreement") is made and entered into this ____ day of _____, _____, by and between the TOWN OF WALLACE, Wallace, NC for the benefit of The Wallace Woman's Club, and _____, hereinafter referred to as the "Renter."

WITNESSETH:

NOW, THEREFORE, in consideration of promises and the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **IT IS HEREBY AGREED:**

1. Renter agrees that Renter is personally responsible for Renter's safety and actions, and the safety of Renter's guests, while using the Woman's Club.
2. Renter recognizes that gathering with others and holding an event puts Renter and Renter's guests at a higher risk of contracting COVID-19. With full appreciation of the risks involved, Renter, for himself/herself and on behalf of all of Renter's guests, hereby forever releases, waives, discharges, and covenant's not to sue the Woman's Club, or its Commissioners, the Town of Wallace, its Council Members, officers, agents, servants, employees, successors, and assigns (collectively the "Released Party") from any and all liability, claims, demands, actions, causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained related to COVID-19, whether caused by the negligence of the Released Party, or otherwise, while participating in any activity while in, on, or around the Woman's Club and/or while using the Woman's Club's facility, tools, equipment, or materials.
3. Renter agrees to indemnify, defend, and hold harmless the Released Party from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from and related to any and all claims made by or against any of the Released Party due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to Renter's use of the Woman's Club facility, tools, equipment, or materials, whether caused by the negligence of Released Party or otherwise specifically related to COVID-19.
4. By signing below, Renter agrees to indemnify, defend, and hold harmless the Released Party from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from and related to any and all violations reported or acted upon, while the event is taking place.
5. By signing below Renter acknowledges and represents the following:
 - a. That Renter has read the foregoing Agreement, understands it and signs it voluntarily as Renter's own free act and deed, including without limitation the Release of Liability and indemnification requirements contained in this Agreement;
 - b. That Renter is sufficiently informed about the risks involved in using the Woman's Club to decide whether to sign this document. No oral representations, statements, or inducements apart from the foregoing written agreement, have been made.

- c. That Renter is at least eighteen (18) years of age and fully competent;
 - d. That Renter executes this document for full, adequate, and complete consideration fully intending to be bound by the same.
6. Renter agrees that this Waiver of Liability shall be governed by and construed in accordance with laws of the State of North Carolina, and that if any provisions hereof are found to be unenforceable, the remainder shall remain in full force and effect.
 7. Renter agrees that venue and jurisdiction of any dispute arising out of the interpretation or application of the provisions of this Agreement is within the Civil Court Division of the General Court of Justice for Duplin County.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated above.

Robert Taylor, Town Manager
TOWN OF WALLACE

Rental Manager/ Town Representative

Date: _____

Renter

Date: _____

Name of Renter: _____
Address: _____
Phone Number: _____

Description of Event: _____
Date & Time of Event: _____
Areas to be Rented: _____

Amount of Rent: _____ Date: _____

Method of Payment: Cash _____ Check _____ Check No: _____

Card Type: _____ Card Approval No. _____

Visa _____ Master Card _____ American Express _____ Discover _____

SIGNATURE _____ DATE _____

Deposit will be refunded by check 2 to 3 weeks after event to address on application
(unless another address is given)