



**Black Mountain  
Recreation & Parks**

Date of Event: \_\_\_\_\_

From \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

## FACILITIES CONTRACT

APPLICANT/USER: \_\_\_\_\_ Email Address: \_\_\_\_\_

TELEPHONE: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street City State Zip Code

(Mailing)  
ADDRESS: \_\_\_\_\_  
Street City State Zip Code

**\*Please make sure mailing address is current as this is where your deposit refund will be mailed. If a check has to be reissued, a stop payment fee of \$38.00 will be deducted from your refund.**

**Lakeview Clubhouse**

Deposit \$ \_\_\_\_\_

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

Alcohol Fee: \$ \_\_\_\_\_

Not serving alcohol:

**Lakeview Center**

Deposit \$ \_\_\_\_\_

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

Alcohol Fee \$ \_\_\_\_\_

**Lake Tomahawk Pavilion**

Deposit \$ \_\_\_\_\_

Half / Full Day Fee: \$ \_\_\_\_\_

**Black Mountain Pool**

Deposit \$ \_\_\_\_\_

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

**Lake Tomahawk Gazebo**

Deposit \$ \_\_\_\_\_

Daily Fee \$ \_\_\_\_\_

**Grey Eagle Arena**

Deposit \$ \_\_\_\_\_

# hrs. \_\_\_\_\_ x \$ \_\_\_\_\_

**Veterans Park Pavilion**

Deposit \$ \_\_\_\_\_

Half / Full Day Fee \$ \_\_\_\_\_

**Veterans Park**

Deposit \$ \_\_\_\_\_ per field

Fee: # fields \_\_\_\_\_ \$ \_\_\_\_\_

Concession Stand \$ \_\_\_\_\_

Press Box: \$ \_\_\_\_\_

Lights: # of fields \_\_\_\_\_ x \$ \_\_\_\_\_ hr. = \$ \_\_\_\_\_ total

EQUIPMENT TO BE BROUGHT IN (i.e. decorations, sound system, grill, food, etc.): \_\_\_\_\_

Alternate Contacts (list two) \_\_\_\_\_

Name Address Telephone

Name Address Telephone

By signing below I agree to all the terms and conditions stated in the terms and conditions section of this contract:

**SIGNATURE OF APPLICANT:** (applicant has read and will abide by all statements included in the "Facilities Contract.") \_\_\_\_\_ **DATE** \_\_\_\_\_

Office Use Only:

SIGNATURE OF BMR&P STAFF PERSON \_\_\_\_\_ DATE \_\_\_\_\_

Deposit: Cash  Check  # \_\_\_\_\_ Credit Card

Rental Fee: Cash  Check  # \_\_\_\_\_ Credit Card

Deposit Refunded:  Date: \_\_\_\_\_

Administrative office:  
304 Black Mountain Ave,  
Black Mountain, NC 28711  
(828) 669-2052  
[Recreation@townofblackmountain.org](mailto:Recreation@townofblackmountain.org)

## Rental Contract Terms and Conditions

Please Read AND Initial After Each Item

### Payment and Deposit:

Rental deposit and completed contract are required to schedule an event. No dates or facilities will be held, scheduled, or reserved without a completed contract and deposit. Payment in full is required within (10) business days of your event. If an event is scheduled fewer than (10) business days prior to the event date payment is due upon reservation. Rental deposits are refunded in full once the rental is complete and ALL terms of the rental contract have been upheld and keys have been returned. Rental deposits may be held or partially refunded if any of the following occurs:

- Physical damage to the facility
- Entering or using a facility outside of the permitted rental times listed on the front of the rental contract
- Failure to complete, sign, and return pre and post rental checklists
- Tampering with facility infrastructure (adjusting HVAC levels, opening windows)
- Failure to remove trash and return furniture back to its original layout at end of contracted rental time
- Failure to return facility keys
- Failure to uphold terms of the rental contract

Deposits will be mailed to the name and address of the individual on this rental contract. **Again, please make sure mailing address is current as this is where your deposit refund will be mailed. If a check has to be reissued, a stop payment fee of \$38.00 will be deducted from your refund.**

**\*Recurring Grey Eagle Arena Rentals** – Those wishing to reserve the Grey Eagle Arena for multiple dates/times will be required to pay a key deposit and either pre-pay for the requested dates/times, or place a credit card number on file to be charged each week on the date of the reservation. Recurring rentals will expire after six weeks, in order to reserve the facility for a period of time longer than six weeks requires a renewed rental contract and payment for any outstanding balances. In the event of cancellation of a recurring rental, it is the responsibility of the user to contact Black Mountain Recreation & Parks 48 hours before the reserved date/time in order to avoid being charged for that scheduled date/time.

### Cancellation and Refund Policy:

Reservations are subject to cancellation at the will of the Director of the Recreation Department or the Town of Black Mountain without prior notice for unforeseen circumstances or conditions that cause the facility to be unsafe for use. In the event that a reservation is cancelled under these terms a full refund will be issued.

**Refund of rental deposits will be made in full if the cancellation is requested prior to (10) business days before the scheduled date of the rental.** Cancellations made between (10) business days and 48 hours before the rental will receive half of their rental deposit. Cancellations made less than 48 hours before the scheduled rental will receive no deposit refund. A reservation can be transferred to another date if the cancellation notice is received at least ten (10) business days prior to the reservation, or in the event of inclement weather within five (5) business days after the event.

### User Restrictions:

The applicant agrees to be on-site during the hours the facility is used. The applicant agrees to remove all trash, personal belongings, decorations and food from the facility during the hours listed on the "Facility Contract." The applicant hereby agrees and undertakes to save and hold harmless Town of Black Mountain, from any and all claims for damages to person or property that may arise out of the use of the facility and special equipment, without regard to whether the damage, personal or otherwise is brought about or caused by the negligence of the applicant, the Black Mountain Recreation and Parks Department, or any other person, organization, firm, or corporation. The applicant will be responsible for, and agree to pay for, damages done to the property and equipment of the Black Mountain Recreation and Parks Department exclusive of ordinary wear and tear. We ask that only BMRP Staff rearrange or move any furnishings, including but not limited to artwork, and bookshelves.. No nails, screws, staples or penetrating items are to be used on our walls or floors. Only low tack tape is allowed on our walls and floors. Any damage above and beyond your deposit cost will be charged to you following your event. Windows in the upstairs Clubhouse may not be opened.

### Alcohol Policy

Alcohol is permitted **ONLY** in the Lakeview Clubhouse and Lakeview Center, to include only beer, wine and champagne. All consumption of alcoholic beverages must take place inside of the Lakeview Center. No alcoholic beverages are permitted outside of the building, including the deck area. To permit possession or consumption of alcohol, Applicant **must** complete the Town's "Application for Alcohol Permit" and remit a \$50 alcohol fee. Violation of the alcohol policy and/or the presence of alcohol on or in any Town facility or park (other than as stated above) may result in loss of deposit. The applicant assumes all responsibility for the presence, consumption and control of alcohol, as well as for any injuries related to alcohol use. **Violation of the alcohol policy may result in loss of deposit.**

### Music/ DJs/Noise

In accordance with the Town of Black Mountains Code of Ordinances Sec 20-172 (item 4), Radios, record players, etc. The playing of any radio, television set, record player, musical instrument or sound producing or sound amplifying device in such manner or with such volume, particularly during the hours between 11:00 p.m. and 7:00 a.m. as to annoy or disturb the quiet, comfort or repose of any person in any dwelling, motel or other type of residence; provided, however, that such activities that would otherwise be allowed during a period of valid rental of the Lakeview Center may be continued from 11:00 p.m. until 1:00 a.m. .

## **COVID 19 RESTRICTIONS**

Per the Governor's executive order, applicants must follow the required guidelines while using Town of Black Mountain facilities. The number of guests allowed must adhere to the state mandated guidelines. Violators of the required guidelines are subject to removal off property and immediate cancellation of event. If this occurs, deposits will be withheld per BMRP's discretion.

### **MANDATORY:**

- Face coverings (over the nose and mouth) are required.
- Six feet of social distancing.
- Number of guests must not exceed **50**.



**COVID 19 RESTRICTIONS MUST BE ADHERED TO**