



Date of Event: _____
Rental Hours: _____

FACILITIES CONTRACT

APPLICANT/USER: _____ Email Address: _____

TELEPHONE: Home _____ Cell _____ Work _____

ADDRESS: _____
 Street City State Zip Code

(Mailing)
 ADDRESS: _____
 Street City State Zip Code

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

Fee for 40 ppl & under: \$ _____
 # of People Attending: _____
 # of Extra Lifeguards: _____
 (\$30 per LG per 20 extra ppl)

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 BMRP STAFF PERSON _____ DATE _____

Deposit: Cash Check # _____ Credit Card
 Rental Fee: Cash Check # _____ Credit Card
 Deposit Refunded: Date: _____
 Key #: _____

Administrative office:
 304 Black Mountain Ave,
 Black Mountain, NC 28711
 (828) 669-2052
recreation@tobm.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 cleaning checklist
- 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 within **48 hours** after rental date
- Failure to uphold terms of the rental contract

The mailing address on this contract is correct. If it should change, I will contact BMRP with the new address.

If a refund check must be reissued, the stop payment fee of \$38.00 will be deducted from your refund.

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 the 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, damage done to the property and equipment of the Black Mountain Recreation and Parks Department exclusive of ordinary wear and tear. No nails, screws, staples, or penetrating items are to be used on walls or floors. Low tack tape only on walls and floors. Any damage above and beyond your deposit cost will be charged to applicant following the event. Windows in the upstairs Clubhouse may not be opened. We ask that only BMRP Staff rearrange or move any artwork, and bookshelves. NO vehicles allowed on grass near or around pavilions. NO vehicles on walking paths near or around the Lakeview Center.

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.

Title VI Nondiscrimination Policy Statement

It is the policy of the Town of Black Mountain to ensure that no person shall, on the grounds of race, color, national origin, limited English Proficiency, income-level, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Town of Black Mountain program or activity, including, where applicable, religion, as provided by Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities.