

**Town of Beech Mountain, NC  
Buckeye Recreation Facility  
Rental Contract**

This Rental Contract is made this the \_\_\_\_\_ day of \_\_\_\_\_,  
2009, by and between the Town of Beech Mountain (hereinafter "Lessor") and  
\_\_\_\_\_,  
(hereinafter "Lessee").

1. **Leased Premises.** The Lessor hereby leases to the Lessee the Buckeye Recreation Facility (hereinafter "Facility") at 206 Grassy Gap Creek Road.
2. **Date and Hours.** This Facility is leased on the following date and for the following hours:  

**Date:** \_\_\_\_\_

**Hours:** \_\_\_\_\_ to \_\_\_\_\_
3. **Fees.** A rental fee in the amount of \$\_\_\_\_\_ is due and payable at the time this Contract is signed. A holdover fee of \$\_\_\_\_\_ per hour shall be assessed for failure to vacate the Leased Premises by the time indicated above.
4. **Security Deposit.** There shall be a security deposit in the amount of \$\_\_\_\_\_ that is due and payable at the time this Contract is signed. This deposit shall serve as security for the full performance by the Lessee of all of the terms and conditions of this Contract. The security deposit shall be returned to the Lessee within 10 days after the expiration of this Contract, provided that the Lessee shall have fully carried out all of the terms and conditions of this Contract.
5. **Assignment or Subletting.** The Lessee shall not assign nor sublease the Facility without the prior written consent of the Lessor.
6. **Alterations.** The Lessee shall not make any permanent alterations to the Facility.

7. **Theft.** The Lessor is not responsible for any theft of property at the Facility.
8. **Staff.** The Lessor expressly reserves the right to have staff at the Facility at any or all times.
9. **Responsibilities of the Lessee.**
  - A. The Lessee shall provide the Recreation Director with the name and phone number of a contact person(s) who will be responsible for Lessee's compliance with the terms of this Contract.
  - B. The Lessee shall not use or knowingly permit any part of the Facility to be used for any disorderly conduct or unlawful purpose.
  - C. The Lessee shall be responsible for all clean up so that the Facility is left in a clean and orderly condition.
  - D. The Lessee shall be responsible for all repairs for damages caused by the Lessee, and his/her agents and invitees.
  - E. The Lessee acknowledges that he/she has read and understands all the Rules and Regulations governing the use of the Facility. The Lessee agrees to comply with all of the Facility's Rules and Regulations. A copy of said Rules and Regulations is attached hereto and incorporated herein by references.
  - F. The Lessee shall be responsible for the actions of all of his/her guests and invitees.
  - G. The Lessee shall vacate the Leased Premises by the time set forth in Section 2 above.
10. **Liability.** The Lessee hereby agrees to indemnify and hold harmless the Lessor, its employees, agents and volunteers, from any and all claims, actions, damages and liability associated with personal injury and/or damage to property, including cost of investigation, litigation expenses, appeal costs, and attorney fees, arising out any claims or suits which result from any negligent act of the Lessee, his/her agents, employees or invitees. In the event that the Lessor is made a party to any such litigation, the Lessee shall protect and hold harmless the Lessor from any and all liability that may result therefrom.

11. **Alcohol Permit.**            \_\_\_\_\_ **Yes**            \_\_\_\_\_ **No**

If “No” is checked above, alcoholic beverages are prohibited at the Facility.

If “Yes” is checked above, the Town of Beech Mountain hereby grants to the Lessee a municipal permit to serve alcoholic beverages at the Facility on the date and time indicated above, subject to the following terms and conditions:

- A. The Lessee expressly and knowingly assumes all responsibility and liability associated with the service and consumption of alcoholic beverages at the Facility.
- B. The Lessee assumes all responsibility for compliance with all laws concerning the sale, distribution and/or consumption of alcoholic beverages at the Facility.
- C. Alcoholic beverages may only be consumed at the following locations:  

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- D. Alcoholic beverages are expressly prohibited from the following locations:  
(cross out any that do not apply)  
  
fitness room; basketball court; tennis/volleyball court; \_\_\_\_\_  

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- E. It shall be the sole responsibility of the Lessee to insure that no person becomes so impaired as a result of the consumption of alcohol that he/she becomes a danger to himself/herself and/or others.
- F. In the event Town staff determines, in its sole discretion, that the Lessee has failed to manage and control the consumption of alcoholic beverages at the Facility, the Lessor reserves the right to immediately terminate the Alcohol Permit. Upon the termination of the Alcohol Permit, the service and consumption of alcoholic beverages at the Facility must immediately cease. This reservation in no way relieves the Lessee of any responsibility or liability.
- G. The Lessee acknowledges the Lessor’s insurance policy expressly excludes

coverage for any damages associated with the consumption of alcoholic beverages at the Facility.

- H. **Indemnity.** The Lessee shall indemnify and hold harmless the Lessor, its employers and agents, from any and all claims, actions, damages and liability associated with personal injury and/or damage to property arising out of any occurrence in, upon or at the Facility, or associated with any act or admission of the Lessee, his agents, employees or invitees, that is in any way related to the consumption of alcoholic beverages at the Facility. In the event that the Lessor is made a party to any litigation brought against the Lessee or by reason of the consumption of alcoholic beverages at the Facility, the Lessee shall protect and hold harmless the Lessor from ant and all liability that may result therefrom.
12. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.
13. **Modification of Contract.** This Contract contains all of the terms and conditions agreed to by the Lessor and the Lessee concerning the Rental Contract for the above described premises. There are no oral terms or conditions agreed to by the parties hereto which are not contained in this written agreement. There shall be no modifications of this Contract unless the modifications is in writing and signed by both parties.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Rental Contract in duplicate originals, and agree to all of the terms and conditions set forth above, the day and year first above written.

Town of Beech Mountain (**Lessor**)

By: \_\_\_\_\_  
Recreation Director

**Lessee(s)**

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

Address: \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_

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

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