



China Grove Community Memorial Building

412 South Myrtle Street
 China Grove, NC 28023
 704.857.2466

Rental Application

Renter/Applicant: _____

Address: _____

Phone: _____ **Email:** _____

Application Date: _____ **Reservation Date:** _____

Event Type: _____ **# of Guests:** _____

Event Start Time: _____ **Event End Time:** _____

of Tables Needed: _____ **# of Chairs Needed:** _____

DJ/BAND: Y N **FOOD:** Y N **CATERER:** Y N **ALCOHOL:** Y N

RENTAL FEES

	In-Town Residents	Out-of-Town Residents
Deposit	\$300.00	\$300.00
Rental Fee (No Alcohol)	\$300.00	\$500.00
Rental Fee (With Alcohol)	\$500.00	\$700.00
Additional Day	\$200.00	\$200.00

Deposit Amount *(100% required to secure reservation)* **FEE: \$** 300.00

Rental Amount **Number of Days:** _____ **FEE: \$** _____

Amount Due: _____ \$ _____

Amount Paid: _____ \$ _____

Remaining Balance: *(Due 10 Days Prior to Event)* _____ \$ _____

RENTAL CONTRACT

THIS CONTRACT, is executed on _____ (date) by and between the Town of China Grove, party of the first part (hereinafter referred to as TOWN), and _____, party of the second part (hereinafter referred to as RENTER), that will reserve the Community Memorial Building on _____ (date) for the event.

THE RENTER: Agrees to the following:

1. To pay a rental fee of \$_____ under the published rental rate of the China Grove Town Council in full 10 days before the event.
2. To pay a refundable deposit of \$300.00 for holding the reservation, ensuring the facility is left in pre-rental condition and that all keys are returned. **Note:** The security deposit will be returned to you within 2-3 weeks after your event, provided all rules and regulations have been followed. The deposit is refundable until 30 days before the reserved date. Cancelled reservations less than 30 days before the reserved date will cause forfeiture of the deposit. Written notice of cancelation is required and must be acknowledged by Town staff to be valid.
3. To provide all necessary permits (including all Alcohol Law Enforcement Permits) to cover legal responsibility for this function and to sign the "HOLD HARMLESS" Agreement.
4. To clean the building per the checklist attached, and to initial each item on the checklist.
5. To forfeit the above deposit, or a portion thereof, if the post event clean-up is unsatisfactory, or not complete at the conclusion of the event or damages occur to the building or grounds during your rental, or keys are not returned.

THE TOWN: Agrees to the following:

1. To provide the renter use of the Community Memorial Building on the reserved date and to open and secure the building or provide keys to the renter.
2. To ensure that the Community Memorial Building is clean on the date reserved and to have an authorized person initial the checklist via a walk-through inspection prior to and after your rental, no later than the next day.

Signature: _____

Town Administration Signature: _____

Date Signed: _____

**COMMUNITY MEMORIAL BUILDING ALCOHOLIC BEVERAGE
QUESTIONNAIRE AND IMPORTANT INFORMATION**

Will alcohol be served at this event? Yes No
 Will alcohol be sold at this event? Yes No

ADDITIONAL ALCOHOL PROCEDURES:

- If you serve beer/wine, the renter is required to hire a Security Officer through the China Grove Police Dept. as well as obtain applicable permits from ALE (see below).
- If you charge for beer/wine, the renter is required to get a permit from ALE.
- If you serve beer/wine there is no ALE permit required.
- If you host an event where people bring their own beer/wine, no ALE permit is required.
- Permits may be obtained at the North Carolina Alcoholic Beverage Control Commission located at 400 East Tryon Road, Raleigh, NC 27610. For questions, call the ABC Commission at 919-779-0700 or visit their website at abc.nc.gov.
- The Town **MUST** receive a copy of the appropriate permit **48 hours prior** to event or **NO** alcohol will be permitted.

SECURITY

- Arrangement of Security Officer(s) will be arranged by Town staff. The cost of the Security Officer(s) will be paid directly to the Security Officer(s) in cash prior to the event.
- Events that include alcohol require Security Officers based on event size:
 - Less than 100 people: one Security Officer for the duration of the event.
 - More than 100 people: minimum of two Security Officers for the duration of the event.

For Internal Use Only:

	Confirm	Staff Initials
Is alcohol served at this event?		
Has the applicant obtained all needed permits from ALE?		
ALE PERMIT NUMBER:		

Renter/Applicant: _____

Signature: _____

Date Signed: _____

Security Officer Fee \$25 p/hr, per officer (with alcohol)
(fee has to be in cash and paid in full to the officer the day of the event)

FEE: \$ _____

LIABILITY / HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement is entered into by and between _____, hereinafter named as “RENTER” and the Town of China Grove, a municipality, hereinafter named as “TOWN”, on this (date) _____, in China Grove, North Carolina.

AGREEMENT:

FOR VALUABLE CONSIDERATION, which is hereby acknowledged, RENTER and TOWN agree as follows:

RENTER will indemnify, release and hold the TOWN harmless from all liability caused by RENTER, renter’s invitees, guests and all parties at the premises for renter’s event including any claims, demands losses or damages, personal injury, property damage, death, disfigurement, and the costs of defense and attorney’s fees incurred in defending against same, arising from any claims from and related to RENTER’S use and rental of the premises located at 412 South Myrtle Street, China Grove, North Carolina, 28023. This waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, know or unknown.

FOR EVENTS SERVING ALCOHOL:

[_____] I understand that the serving of alcohol for my event carries potential risks and dangers beyond the control of TOWN and that I am solely responsible for any and all damages suffered by myself or that I may cause to third parties as a result of said consumption.

[_____] I acknowledge that it is against the law to serve, provide, or make available alcohol to anyone under the age of twenty-one (21) and I will not provide or allow the provision of alcohol to individuals under the age of twenty-one (21).

ALL EVENTS:

[_____] I have read this waiver in its entirety, I agree with its terms and I have executed this waiver voluntarily and without any inducement.

This Agreement shall be interpreted under the laws of the State of North Carolina.

Town Administration Signature: _____

Renter/Applicant (Print): _____

Signature: _____ Date: _____

General Rules of Use:

1. The renter must be at least 21 years of age to rent the facility and must be present during the event. For any event where minors (18 years of age or younger) will be the majority of the attending guests, a ratio of 1 adult to every 15 minors must be present. The renter shall be responsible for the orderly behavior of their guests using the facility and must comply with all policies, laws and regulations. Failure to do so could result in dismissal from the facility, the denial of future use applications, and forfeiture of the deposit.
2. The kitchen may be used for warming, cooling, and plating but is not for preparing raw products. Food must be cooked offsite. The kitchen shall be cleaned prior to leaving the facility and must be completed within the rental time. Failure to comply shall result in forfeiture of the renting party's deposit. The renting party should furnish all meal-related equipment. Kitchen facilities are not for preparing food for sale.
3. Furnishings and equipment may not be removed from the ballroom or facility.
4. The renter shall promptly report all accidents or incidents which result in either damage to the property of the town or personal injury to any person while on town property, regardless of the circumstances. **In case of emergency call 911.**
5. The renter shall report defective/unsafe equipment or conditions that may endanger anyone.
6. Any officers or employees of the Town have the right to enter the facility at any time during the rental event to confirm the renter's conformance to this policy. If the Town determines, in its sole judgment, that the renter has breached a term of this policy, the Town shall have the right to immediately terminate this rental agreement prior to the expiration of its term and prior to the conclusion of the event without any refund to the renter.
7. Town facilities are a smoke-free environment. Smoking and vapor are prohibited in and on Town property.
8. Alcoholic Beverages will be allowed with approval and permits when necessary, according to state and federal laws. (See page 3)
9. No animals are allowed into the facility, except for those trained to assist disabled person.
10. Weapons are not allowed on the premises, except those carried by Police or persons who possess a valid concealed carry permit.
11. Illegal drugs, gambling, or solicitation is prohibited.
12. Any agreement to use the facility is not assignable to any other person or entity.
13. Parking is allowed in designated parking spaces. Parking is prohibited in the grass.

Availability of Facility

All reservations, including uses, dates, and times are subject to Town staff approval. Setup and cleanup need to be included in the rental times. These times will need to be listed on the application along with the event time. The facility is not available to rent on Town Observed Holidays.

- The facility is available for use Sunday through Saturday between the hours of 10:00 AM until 12:00 AM.

Denial of Use

The Town Manager or his designee may deny use of the facility for any of the following reasons:

- The renter cannot or will not meet one or more obligations of facility use.
- The event or use is or will be in violation of laws or ordinances, or is likely to cause damage to the building or injury to individuals.

- The potential renter has previously broken the facility use policy, state, county and/or town laws.
- The potential renter has longstanding and unfulfilled financial obligations to the Town.

Inclement Weather

- If an event is cancelled due to inclement weather, the Town will make every reasonable effort to reschedule the canceled event.
- The Town shall not be held liable for losses incurred by the renter due to cancellation.

Accommodations

The Ballroom is 2,275 square feet.

Fire Code Occupancy:

Tables and Chairs	145
Standing Room	435
Chairs Only	311

Equipment

The following is available for use as part of your rental fee (additional items may be rented from rental companies):

- 12 White Round Tables, (6-foot)
- 9 White Rectangular Tables, (8-foot)
- 125 Chairs
- Refrigerator
- Microwave
- Warming Oven

Clean-Up

Refer to the checklist on page 7 for cleanup requirements. Excessive clean-up or damage to the facility and/or its furnishings will be billed to the renter at cost. Abuse of the facility by a renter or agent hired (caterer, florist, etc.) may result in the loss of that privilege for both the renter and agent.

- Trash must be removed from the building and placed in the proper receptacles. **If trash is not removed this shall result in the forfeiture of all or a portion of the deposit.**
- Materials brought into the facility must be removed immediately after the event, unless otherwise approved by Town staff prior to the event. This includes decorations, food/beverages, signs/banners, kegs, etc. Items not removed immediately are subject to a penalty for their return or will be disposed of at the discretion of the Town Manager.

Facility Access

- Renter has access to the facility during the day of the event **ONLY**.
- Keys may be checked out from Town Hall on the Thursday prior to rental date. (Please note Town Hall is open Monday – Thursday, 7:00 AM until 5:30 PM)

Caterers Hired by Renter

- It is the responsibility of the renter to inform the caterer of Caterer’s Responsibilities. **The caterer must agree to abide by the responsibilities.**

Community Memorial Building

Decorating Guidelines

Renter must supply labor for transport, set-up and removal of items other than those supplied by the Town.

General

- Staples, hooks, sticky tack, screws, tacks, tape, glue or nails into any part of the facility is prohibited.
- Bubbles, glitter, birdseed and rice are prohibited inside the facility. Birdseed and bubbles are allowed outside the facility.
- Fireworks or other explosives are prohibited.
- Use of the facility for personal gain or moneymaking projects is prohibited.
- Sparklers may be used outside only.
- Balloons, signs, banners may be tied to the plastic folding chairs inside the facility OR the posts on the porch with string or ribbon. Helium balloons must be securely tethered at all times. No yard signs are allowed.
- Plants or flower arrangements placed on any interior wood surface must have a clear plastic saucer or plate to protect the wood.
- No decorations of any kind shall be attached to walls, floors, ceilings, doors, doorframes or tables unless approved by City Manager or his designee.
- Decorating is the sole responsibility of the renter and the Town is not responsible for any damage or theft of decorations.
- All decorations must be removed at the conclusion of the event.

Candles

- **Open Candlewicks and Taper Candles are prohibited.**
- Votives or hurricane globes are allowed with the approval of the Town Manager or his designee. Candlewicks **MUST be below** the rim of the votive holder or hurricane globe.
- No candles permitted in the restrooms.
- NO Candles permitted on the mantel or inside the fireplace.
- Battery operated candles are recommended.
- Luminaries must be weighted down and used **ONLY** with battery operated candles.

Holiday Decorations

- The Town will decorate the facility for the holiday season during the month of December. All decorations shall remain in place unless otherwise approved by Town Manager or his designee.

Community Memorial Building

Please review and give to Caterer

Caterer's Responsibilities

Prior to Event

- Caterer may contact the Town Hall at 704-857-2466 during the week prior to event to sign out a key and to ascertain time of access. The office is open Monday – Thursday, 7:00 AM until 5:30 PM.
- **The Town will not be responsible for checking in rental items delivered to the facility prior to an event.** Items may be delivered on the day of the event and must be removed by the end of the event.

During Event

- Vehicles will be allowed to load and unload in the driveway adjacent to kitchen entrance. Parking is prohibited in the grass.
- There is no ice machine. You must supply your own ice.
- Caterer will place trash in the outside trash container as soon as bags are removed from garbage cans. No trash will be allowed to accumulate outside the kitchen door.
- The Town supplies trash bags and cleaning supplies and are located in the kitchen.

After Event

- Remove all items from refrigerator and freezer and wipe inside and out.
- Wipe down all counters.
- Kitchen floor must be swept.
- Kitchen sinks should be cleaned.
- Remove items brought into the building.
- Any remaining garbage should be placed in the outside trash container.
- Arrange with Town staff before the event to determine a location where rental items can be stored until pick-up.

Community Memorial Building

I hereby certify that I am the authorized and responsible representative of the petitioning group. The above statements are true to the best of my knowledge. I have read a copy of the policies governing the use of the facility, and agree that our group will comply with the rules and regulations, policies and fee schedule governing the use of the facility. I also agree that all rent and fees shall be paid by the above due date (10 days before scheduled event) or confirmed reservation shall become void.

Renter/Applicant (print): _____

Signature and Date: _____

OFFICE USE ONLY:
Door Code Given:

COMMUNITY MEMORIAL BUILDING RENTAL CHECKLIST

Leave on Kitchen Counter at end of Event for Staff Person

Key S=Satisfactory U=Un-satisfactory

	Staff Check-In	Renter Initial at Check-Out	Staff: Post Event Check
Floor Clean	_____	_____	_____
Kitchen floor clean	_____	_____	_____
Kitchen sink, appliances (cleaned out)	_____	_____	_____
Kitchen appliances shut off	_____	_____	_____
Food removed from refrigerator(s)	_____	_____	_____
Toilets flushed	_____	_____	_____
Trash put in receptacles provided outside	_____	_____	_____
Event Signs Removed (if applicable)	_____	_____	_____
Tables & chairs placed as found	_____	_____	_____
ALL exterior doors locked (incl. bathrooms)	_____	_____	_____
Lights turned off including outside lights	_____	_____	_____
<i><u>Furniture count:</u></i>			
Chairs	_____	_____	_____
Tables (rectangle)	_____	_____	_____
Tables (round)	_____	_____	_____

Renter/Applicant: _____

Mailing Address: _____

Date Reserved: _____ Deposit Refunded: Yes _____ No _____

Reason for Deposit Forfeiture: _____