

**STATE OF NORTH CAROLINA  
COUNTY OF RUTHERFORD**

**LICENSE AGREEMENT FOR  
RUTHERFORDTON CLUBHOUSE**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_  
By and between the Town of Rutherfordton, hereinafter referred to as the Town, and  
(Person renting the facility)

Hereinafter collectively referred to as the licensee whether one or more individuals or entities:

WITNESSETH: the Town is the owner of real property, commonly known as the Rutherfordton Clubhouse, in Rutherfordton, N.C. and has decided to make the property available to citizens for their use for private meetings and gatherings.

The licensee has requested to use the property for the following purposes or type of  
function \_\_\_\_\_; and

the Town has decided to allow the use of the clubhouse for the above stated purpose or function only during the time hereinafter set out.

NOW THEREFORE, in consideration of mutual promises contained in the agreement, the parties agree as follows:

1. The Town hereby grants to licensee a license to occupy and use subject in all the terms and conditions of this agreement, the clubhouse building only for the purpose or function listed above, and for incidental purposes related to such function or purpose, on the following day(s) between the hours or times listed which includes the time needed for preparation of the premises for the purpose or function stated above:

Date(s) \_\_\_\_\_ Beginning Time \_\_\_\_\_ Ending Time \_\_\_\_\_ # of Attendance \_\_\_\_\_

Licensee may use the facility for the times noted above. Any music must stop at 11:00 pm. All persons must be out of the clubhouse by midnight unless prior written approval has been obtained from the Town Manager.

Licensee \_\_\_\_\_

phone# \_\_\_\_\_ email \_\_\_\_\_ alternative phone # \_\_\_\_\_  
( required )

Address \_\_\_\_\_

**The Licensee will be solely and wholly responsible for any and all damage sustained to the Clubhouse properties during, or as a result of, the event set forth as listed above. NO TAP SHOES, METAL-TIPPED SHOES OR OTHER ITEMS THAT MAY DAMAGE THE FLOOR.**

The Licensee agrees that the use of the Clubhouse property shall be subject to such reasonable rules and regulations as shall be provided by the Town.

2. **Rental Details:** No one shall be permitted to use the building without having made proper reservations, paying the required deposit and payment for the building. A rental fee must be paid within 5 working days of the day of the booking. The fee will guarantee the renter a specific date for booking. A cash security deposit shall be paid at Town Hall prior to release of the key, and the key can be picked up the day of the event or one (1) business day prior, if event falls on the weekend. The key must be returned to Town Hall by the responsible party the next working day after the event in order to avoid a partial or complete forfeiture of your deposit. The security deposit will be refunded after the key is returned and the Clubhouse is inspected. A portion of or up to and including all of the security deposit will be forfeited if the key is lost and/or the clubhouse is not cleaned to standards set forth by the Town of Rutherfordton prior to vacating the premises for the day. If additional cleaning is required, the renter will be billed for the cost.\*\*Please see attachment for Clubhouse Cleaning Rules and Checklist\*\*

Cancellation refunds will only be made by the Town seven days prior to the weekday event and thirty days prior to the weekend event. During the Holiday Season, November 1 through January 1 no refunds will be given. Exceptions to the refund policy can be made only at the Town Manager's discretion.

3. **Rental Fee:** Licensee shall pay the Town for this license a user fee of the following rate in advance of use:

- \$115 for Monday-Thursday
- \$175** for any use on weekend days (Friday, **Saturday** and Sunday) and Holidays
- \$100 cash** deposit due at key pick up

\*Rates are reduced by \$25 a day for multi-day rentals

An additional fee will be charged for a Security Officer at \$32.00 per hour if alcohol will be on the premises. (See # 4 below for instructions on use of alcohol.)

Licensee may not sublet the building to another person or group. The building may not be used for personal gain, i.e., a flea market, sales demonstrations, sale of products, services or materials.

Licensee are free to use any catering service for their event, provided that the caterer has and can provide proof of adequate insurance coverage, and proof of compliance with any health department requirements. Caterer documentation must be presented to the Town two weeks prior to the event date.

4. **Use of Alcohol:** The Town reserves the right, after taking into consideration the type of use to be made of the premises, the number of individuals attending, the time of use, the expectations of those living in the neighborhood and any other consideration deemed appropriate by the Town, to require a \$32.00 per hour fee in order for the Town to provide an off duty Rutherfordton police officer to act as a security officer and to be in attendance during the function or gathering and to monitor the function to prevent and deter any undesirable situation or occurrence from happening during the function or gathering. The officer must be requested no later than 30 days in advance from the event. Please note: An officer is required to be present from the time you begin serving until you vacate the premises. You are not allowed to re-enter the building for any reason after the officer leaves, please allow time for clean-up when scheduling for officer.

**NO alcohol consumption** is allowed **outside** of the Clubhouse building. The upper deck area is considered part of the building.

5. **Playing of Music:** The licensee is also hereby given notice of Town of Rutherfordton Code of Ordinances prohibits the playing of any radio, phonograph, or any other musical instrument in such manner or with such volume as to disturb the peace during the hours of 11:00pm and 7:00am. **For this reason, all music must be discontinued at 11:00 PM.**

6. **Decorations and Clean-up:** Decorations that may cause permanent damage to any wall, ceiling, floor, or any other part of the structure are forbidden. Tape, staples, or nails **are not** to be used. Hooks have been provided on the walls to attach decorations by string. Existing curtains, art work or permanent decorations **are not to be removed** from their place. No confetti is allowed in or around the building. All decorations, furniture or fixtures placed by licensee should be removed in their entirety from the building immediately after the Clubhouse has been used. Any damage must be reported to Town Hall immediately.

**No tobacco products are to be used inside the building, including the upper deck. No tobacco products are to be used outside the building except in the designated area. A designated smoking/tobacco area is located outside the building near the entrance to the kitchen. No open flame candles are permitted. The fireplace is equipped with gas logs for your use, but please do not put any foreign objects in the fireplace or burn any items.**

**The building should be left clean. Check sheet is attached for clean-up directions. Report to Town Hall if any thing (furniture, dishware, appliances, etc.) is broken.**

7. **Termination of contract:** The Town reserves the right to terminate this agreement and the license herein granted at any time upon providing notice to the licensee or their guests. In the event of termination by the Town, any funds paid shall be returned to the licensee if terminated prior to the start of the function for which the premises were requested, and pro-rated for the period of actual use in the event of termination after the start of the function, provided there are no other costs for which licensee has become liable to the Town.

8. Licensee acknowledges that he has inspected the premises and they are safe and suitable for the function or purpose for which the premises are to be used.

9. Licensee shall indemnify and hold the Town harmless from and against any and all cost and liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the premises covered by this license, or any means of ingress to and egress from such premises, except liability for personal injuries, property damages, or loss of life or property caused solely by the negligence of the Town or its employees, including all costs and reasonable attorney's fees incurred by the Town in the defense of any claim made against it for any such damage, injury or loss of life.

10. It is understood that the license is personal to the licensee and may not be transferred or assigned and shall not inure to the benefit of any successors or assigns of the licensee.

11. It is agreed and understood that the Town is not a host or sponsor of the function or gathering held by the licensee on the premises and expressly does not assume any liability for any damage or personal injury or loss of life caused by licensee, their guests or any others allowed or coming on the premises during the time of licensee's use.

12. This agreement shall constitute the entire agreement between the parties and there are no other understandings, representations or inducements of any kind preceding the execution of this agreement.

**IMPORTANT**

**The time scheduled with Town Hall for usage of the Rutherfordton Clubhouse is allotted time for set-up and clean-up.**

Please note: the premises are subject to inspection by Town officials at any time. This may include entering the premises during an event. Any violation of these rules may lead to denial of future rental requests and/or result in Forfeit of Deposit.

**Signed the day and year first above written.**

\_\_\_\_\_  
Licensee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved by

**FOR OFFICE USE ONLY:**

Payment date: \_\_\_\_\_ Taken by: \_\_\_\_\_ Cash MGT RCPT #: \_\_\_\_\_

Alcohol: \_\_\_\_\_ PD Notified: Date \_\_\_\_\_ By \_\_\_\_\_ To \_\_\_\_\_

**REFUND OF DEPOSIT:**

- Renter signs back of yellow receipt acknowledging the amount and date of deposit return.
- Staple yellow receipt here.

**FOR FORFEITED DEPOSITS:** Enter into cash management under clubhouse revenue.

Reason for forfeiture: \_\_\_\_\_ Amount Withheld: \_\_\_\_\_

Cash Management Receipt #: \_\_\_\_\_ Entered by: \_\_\_\_\_

**FOR CANCELLED RESERVATIONS:**

Date refund request received: \_\_\_\_\_ Staff receiving: \_\_\_\_\_ refund Check #: \_\_\_\_\_.