

FACILITY USE AGREEMENT

1. Renter shall replace damaged, destroyed, lost, or stolen equipment.
2. **Renter is responsible for general clean-up and trash disposal per verbal and written instructions.** Any decorations must be displayed without damaging, harming, or defacing any property or structure and, further, prohibit the use of nails, tacks, screws, and non-removable adhesives to display any decorations. Remove all decorations, tape, and fasteners. **Take trash with you or to an on-site dumpster if provided.** * _____
3. Renters are prohibited from moving tables, chairs, picnic tables and, etc., from one facility to another or expanding seating areas beyond shelter and center areas.
4. ****Serving of alcoholic beverages will be allowed within the assigned community center space only, with approval and permits when necessary, according to town, state, and federal laws. Alcohol may not be sold on-site. The renting party assumes all responsibilities and liabilities associated with the serving of or use of alcoholic beverages for their event or use of the facility.**
5. The Town of Elon reserves the right and authority to deny or revoke any reservation upon finding a violation of any rule or regulation or good cause, and this may result in forfeiture of fees and deposit paid.
6. The Town of Elon reserves the right to require from the Renter proof of a liability insurance policy made payable to the Town.
7. The Renter will be subject to all Town Ordinances, State Laws, and Park Policies and Procedures regarding alcoholic beverages, tobacco, drugs, gambling, firearms, etc.
8. The Renter assumes responsibility for all claims, damages, and actions arising out of his/her use of the facility and further agrees to indemnify and hold the Town of Elon and its employees harmless from any such actions and charges.
9. The Renter shall be liable for any loss, damage, or injury sustained by any person what-so-ever because of the negligence of that person(s) to whom such contract is issued.
10. Elon Police Officer coverage is required for any event with over 100 participants. Renter shall be responsible for ensuring proper coverage is provided by calling 336-584-1301 to secure coverage. Renter will pay the Elon Police Department directly for providing proper coverage. _____*

****Amplified sound and approved and permitted alcohol MUST stay in the community center building. NO amplified sound or alcohol is allowed on park open grounds or shelters. Renter understands that amplified sound and alcohol violations are subject to all Town Ordinances, State Laws, and Park Policies and Procedures. If police respond to a noise disturbance, a warning will be issued. Failure to reduce the noise will result in officers shutting the event down. An event shut down by park staff or police will result in forfeiture of any rental fees paid.**

Neither the Town of Elon nor any of its officers, agents or employees, shall be liable to Renter, or Renter's employees, agents, invitees, licensees, or visitors, or to any other person for injury to person or damage to property on or about the leased premises arising out of, resulting from or caused by the negligence or misconduct of Renter, or Renter's employees or agents, or any other person entering upon the leased premises under express or implied invitation by Renter. Renter hereby agrees to release, indemnify and keep and hold harmless the Town of Elon, its officers, agents, and employees, from any damage, loss, claim, settlement, fine, or expense, including reasonable attorney fees, arising out of, resulting from or caused by the negligence of misconduct of Renter, or Renter's employees or agents, or any other person entering upon the leased premises under express or implied invitation by Renter.

FULL REFUND for CANCELLATIONS with WRITTEN NOTICE _____*
Center and Amphitheater: received not less than *thirty (30) business days* before reservation.
Other facilities: received not less than *seven (7) business days* before reservation

I understand town parks are governed by the Town of Elon Ordinances which will be enforced by the Elon Police and Recreation and Parks Department and agree to the following: _____*

- ❖ No portable grills, propane, or charcoal, allowed at shelters or center. Fires in Park provided grills only
- ❖ No children's inflatables, carnival games, or petting zoo animals
- ❖ No parked vehicles on grass; vehicles will be towed at the owner's expense
- ❖ No pets in the playground area. In other areas, pets must be on leash and waste removed
- ❖ No littering or vandalism
- ❖ No amplified sound without permission
- ❖ No profanity
- ❖ No alcohol without approval and permits when necessary, according to town, state, and federal laws
- ❖ No tobacco
- ❖ No weapons or paintball
- ❖ No solicitation of park visitors not affiliated with your event
- ❖ No skateboarding or rollerblade use

By signing this Facility Use Request, the renting party will observe and obey all the Laws of the United States and the State of North Carolina; all applicable ordinances of Alamance County and the Town of Elon; all rules, regulations, and requirements of the Alamance County Health Department; the Elon Police Department and Fire Departments and other municipal authorities of the Town. The renting party will obtain all licenses, permits, and union and trade organization clearances required by any public body or contract at their expense.

Signature: _____

Date: _____