



## Facility Usage Agreement

This Facility Agreement (“Agreement”) is entered between The Family Place of Transylvania County (“TFP”) and \_\_\_\_\_, (Renter) to use the TFP’s premises to hold a birthday party or for some other approved use (“Event”).

### 1. Services Provided by TFP.

1. TFP will provide the use of its space (indoor and outdoor) at its Brevard location at 970 Old Henderson Hwy, Brevard, NC 28712 OR its Rosman location at 88 Chestnut St, Rosman, NC 28772 for the approved Event.
2. The time of the rental for the Event includes the setup and clean-up.
3. TFP Staff will be present as building managers, which includes opening the building, setting the lights/air, and stocking the restrooms. TFP Staff will also ensure all TFP rules are followed, that the premises, including the kitchen and restroom, are left clean, and all toys are put away. TFP Staff will also lock up after the Event ends.

### 2. Renter’s Responsibilities.

1. Renter is responsible for paying the cost of the rental for the Event, which is \$40/hour, with a three-hour minimum. Any portion of the hour will be rounded up to a full hour.
2. Renters are required to set up their food and drink and throughout the duration of the Event shall be responsible to supervise attendees, to watch children inside and out at all times, wash dishes, and leave the premises in good condition. Renters are also responsible for packing up and complying with start and end times.
3. Renters are responsible for collecting any garbage and recyclables per the instructions from TFP.

**3. Date of Rental.** The date of the Event is \_\_\_\_\_ for \_\_\_\_ hours from \_\_\_\_\_ to \_\_\_\_\_ at the  Brevard  Rosman location.

**4. Security Deposit.** A Security Deposit of \$40 required and may be paid in cash or a separate check payable to TFP at least ten (10) days prior to the date of the Event.

The Security Deposit will be returned after the Event if the premises or any personal property has not been damaged and returned in the same condition it was before the party. If needed, TFP will apply the Security Deposit to costs incurred for cleaning or repairs. The balance will then be returned unless the Security Deposit is insufficient to cover costs. If the Security Deposit is insufficient to cover these costs, the Renter will be responsible for the remainder.

5. **Cancellation.** Renter may cancel the Event with three (3) days notice. If not canceled before such date, Renter will forfeit its Security Deposit.
6. **Prohibitions of Use:** Smoking, the use of smokeless tobacco, e-cigarettes, vape pens, or similar devices are not permitted in TFP's facility. No alcohol is allowed on the premises. This includes all forms of alcoholic beverages such as beer, wine, hard cider, and distilled spirits. Illegal drugs or substances are not allowed. Weapons of any kind are not permitted in or on the premises. No fireworks of any kind may be set off in or outside the TFP premises or in the parking lot. No animals of any kind are permitted inside the TFP Facility except for certified service animals.
7. **Indemnity/Assumption of Liability.** For and in consideration of the use of the TFP's facilities for the cost quoted, Renter agrees to indemnify and hold harmless TFP, its Board of Directors, employees, agents or representative, from and against all loss, damage, claims, demands, liabilities or expenses to property or injury or death to any person participating in the event which proximately arise as a result of or in connection with the occupancy of the TFP facilities.
8. **Governing Law.** This agreement shall be subject to the laws of North Carolina.
9. **Entire Agreement.** This document constitutes the entire agreement between the parties. Any statement, promise or representation made by either party shall be void and of no effect if not set forth in this Agreement.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

print \_\_\_\_\_

sign \_\_\_\_\_

Renter

The Family Place