

OLD ROCK SCHOOL

TEACHERS COTTAGE RENTAL APPLICATION

Dates: _____ Days of the week: _____

Event Name: _____ Event Type: _____

Responsible Party/Contact: _____

Business Name/Organization: _____

Address: _____

Email Address: _____ Phone: _____

Building Open Time: _____ Building Close Time: _____

TEACHERS COTTAGE RENTAL RATES	
\$125 for 4 Hours of use	After 4 Hours, each additional hour = \$20

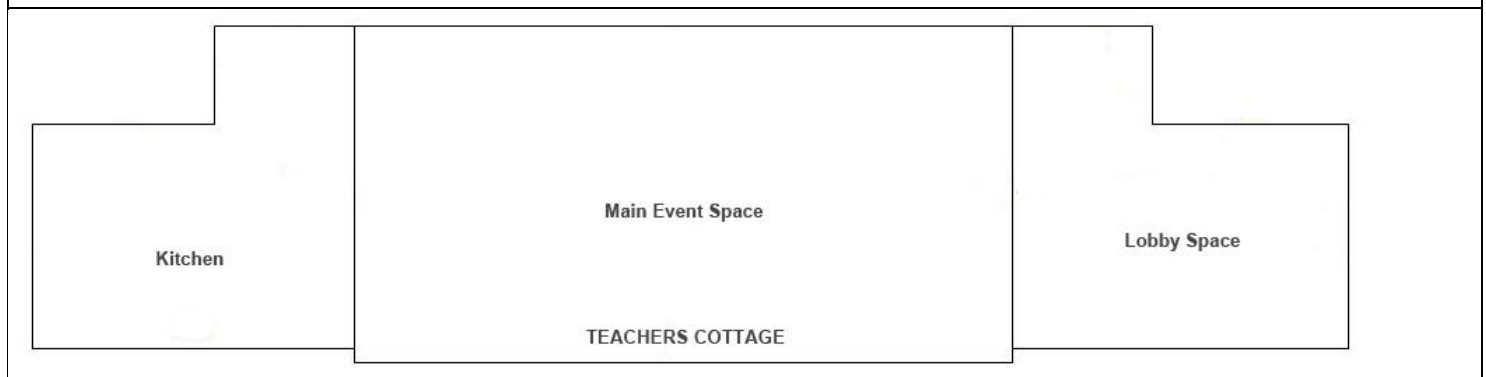
****Events over your contract time will be subject to \$50 for each additional hour.****

How many people do you plan to have in total attendance (max 50)? _____

The Teachers Cottage has a catering style kitchen. It includes microwave, refrigerator and counter space with electrical outlets. The building has three areas for public use. The layout is pictured below.

Check ALL that apply and/or list # needed	Special Needs:	Additional Fees:
	Decorating the Day Before <i>*Based on availability & Includes 3 Hours</i>	\$50
	Tables <i>*10 – Rectangular – 8 Ft x 30 In wide (seats 8)</i>	Included

List any special requests here:



VALDESE OLD ROCK SCHOOL RENTAL GUIDELINES

PLEASE READ & SIGN ON THE FOLLOWING PAGE:

- All State & Local Fire Safety Codes as well as OSHA regulations must be followed
- No Smoking is permitted within 50 feet of the building
- No animals are allowed in the building (exception for service animals)
- No tape/adhesives are to be used on seats, tables, walls, painted surfaces or ceilings
- No banners, mirror balls etc. are to be hung from the ceiling in any space
- No open flames allowed
- Do not remove any tables or chairs from other rooms in the Old Rock School
- Rooms not stated as being rented on your application should be considered off limits
- Do not remove any pictures, furniture, and/or decorations without prior approval
- The contract end time will be followed
- All clean up should be complete and all visitors should vacate the rented area/parking lot
- No hay, straw, or other organic materials that may harbor vermin are allowed in the facility under any circumstances
- No smoke/fog/bubble machines, rice, or silly string allowed
- Staff reserves the right to control all sound usage & volume for any event held in the facility
- Keep all hallways, doorways, and stairways clear of all items at all times
- The building will be opened 60 minutes prior to the start of any event hosted in the auditorium
- Decorations may be hung from the walls by using painters tape only. Other decoration methods must have prior approval.

IF THE ALARMS SOUNDS AT ANYTIME IMMEDIATELY EVACUATE THE BUILDING

CLEAN UP FOR ALL SPACES:

- All articles from your event must be removed at the end time stated on your application
- All trash must be disposed of after the event & placed in the dumpster outside the facility
- All areas must be cleaned & restored to the approval of the Old Rock School staff
- All tables must be wiped clean of any debris/food/decoration/spills
- It shall be the responsibility of the lessee for any and all damages to the facility
- Any stage decorations must be hung on the back blue wall & the front apron of the stage only
- Artwork may not be hung on any other wall in the auditorium. Painters tape only.
- All concession sales for the auditorium are to be sold only in areas specified by the ORS staff

CANCELLATION POLICY:

20% Deposit of total rental balance is due to secure rental dates and is **NON-REFUNDABLE** under any circumstances. **Full payment is due TEN DAYS prior to event date. Full amount is NON-REFUNDABLE after 1 week prior to event.** The Town of Valdese and the Old Rock School reserve the right to cancel and to void this contract if the full payment is not paid by the proper time. All users of the Old Rock School are subject to the rules set by the Community Affairs Department and the Town of Valdese.

THANK YOU FOR FOLLOWING THESE GUIDELINES & ON BEHALF OF OUR STAFF, WE WISH YOU THE VERY BEST WITH YOUR EVENT. IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT OUR STAFF MONDAY-FRIDAY 8AM-5PM.

OLD ROCK SCHOOL, a Town of Valdese Facility

VALDESE COMMUNITY AFFAIRS & TOURISM

PO BOX 339, VALDESE, NC 28690

valdeserockschool.com | 828.879.2129 | mangi@valdesenc.gov

By renting the space you agree to abide by all usage guidelines. Failure to abide by all guidelines will result in a loss of the security deposit of \$100. **Rental is subject to the Short Term Lease Application Terms and Conditions attached hereto and incorporated herein by reference (Pages 4 & 5).**

I, _____, the lessee of the Old Rock School has thoroughly read & shall abide fully to all rules & regulations stated above. I understand that I am responsible for all members of my party and their actions during the contracted times of my rental. I also understand that the Town of Valdese reserves the right to charge the provided credit card listed above in the amount out \$100 if anyone in my party fails to follow these guidelines. I understand that I will be contacted by Old Rock School Staff explaining my violations prior to this charge. By signing below, the applicant agrees to all guidelines listed in the Old Rock School Usage Policy & agrees to abide by the details of this contract:

Signature

Printed Name

Date

SECURITY DEPOSIT INFORMATION:

Name on the Card: _____

Billing Address: _____

Credit Card Number: _____ Expiration Date: _____ Code: _____

****OFFICE USE ONLY****

Total Due	Deposit Paid	Balance Due

Application received by: _____ Date: _____

TOWN OF VALDESE

Short Term Rental Application Terms and Conditions

1. **General.** This addendum describes the Town of Valdese's standard terms and conditions ("Terms and Conditions") applicable to all rental contracts entered in to with the Town of Valdese ("Town") unless otherwise provided. The Terms and Conditions are part of the contract between You and the Town (the "Contract," and together with the Terms and Conditions, the "Agreement"), and any reference to "You" or "Your" is a reference to the party or parties that have contracted with the Town.
2. **Premises and Equipment.** The Town is leasing to You, and You are leasing from the Town, upon the terms and conditions which hereinafter appear, those facilities located in the Old Rock School located at 400 Main Street W, Valdese, NC 28690 and/or 307 Church Street NW, Valdese NC 28690 as specified in the attached rental application (hereinafter the "Premises"), together with certain equipment (hereinafter the "Equipment"), if applicable.
3. **Permitted Use.** The permitted use of the Premises shall be as specified in the rental application ("Permitted Use"). The Premises shall be used and wholly occupied by You solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless You obtain the Town's prior written approval of any change in use. The Town makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises. You shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, odors or nuisances.
4. **Rules and Regulations.** You will abide by all rules and regulations adopted by the Town for use of the Premises, which may be modified or amended from time to time in the sole and absolute discretion of the Town. Your failure to keep and observe said rules and regulations may result in the immediate termination of the Contract.
5. **Indemnification.** You agree to indemnify and hold the Town harmless from all claims, damages, liabilities, or expenses arising out of (a) Your use of the Premises, (b) all claims arising from Your breach in the performance of any obligation under this Contract, and/or (c) Your, your agent's, or employee's negligent or willful misconduct. You further release the Town from liability for any damages (except to the extent caused by the Town's negligence and/or failure to timely perform its obligations under the Contract) sustained by You or any other person claiming by, through or under You due to (x) the Premises or any part thereof or any appurtenances thereto becoming out of repair; or (y) the happening of any accident including, but not limited to, any damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus; or (z) any acts or omissions of occupants of the Premises. The Town shall not be liable for any damage to or loss of any personal property from any cause whatsoever, except from those resulting from the negligence or willful misconduct of the Town. The indemnifications contained in this section shall survive the termination of the Contract.
6. **Use and/or Sale of Alcohol.** The following rules apply if You intend to provide alcoholic beverages at an event at the Premises: (A) "Alcoholic Beverage" is defined as champagne, beer, wine (fortified and unfortified) or spirituous liquor; (B) You must pay all related fees to serve alcoholic beverages; (C) An Alcoholic Beverage Control (ABC) "Limited Special Occasion" permit must be obtained in order to serve fortified wine and spirituous liquor; (D) An Alcoholic Beverage Control "Special One-Time Permit for the Sale of Alcoholic Beverages" must be obtained in order to sell alcoholic beverages; (E) You are required to request and pay for security provided by the Valdese Police Department during the event (security requirements will be determined based on the location, size, and type of event); (F) You must provide a certificate of liability insurance to Lessor no later than 15 business days prior to the event showing general liability insurance with an alcohol/liquor rider for at least \$1,000,000, also naming the Town of Valdese as an additional insured. If the certificate is not provided on time, alcohol may not be served at the event; (G) You must comply with all applicable laws; (H) No one under the age of 21 may be served with alcoholic beverages.
7. **Advertising.** Prior to printing or publishing any advertising or promotional materials, You must submit drafts to the Town for approval. The following disclaimer must be clearly displayed or stated on all print, broadcast, web-based, or otherwise formatted advertising, promotional and program material: "This program is not sponsored or endorsed by the Town of Valdese." Failure to comply may result in immediate termination of the Contract.
8. **Surrender of Premises.** You agree to quit and deliver up the Premises to the Town peaceably and quietly at the end of the Contract term, free and clear of all of Your belongings, personal property, and equipment. You further agree that you will not make any alternations to the Premises and that You will not make any unlawful, improper, unreasonably noisy, or offensive uses of the Premises.

TOWN OF VALDESE

Short Term Rental Application Terms and Conditions (*Continued*)

9. **Right of Entry.** The Town and its representatives shall have the legal and physical right (but not the obligation) to enter into and upon the Premises or any part thereof at all reasonable hours for any reason or for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.
10. **Iran Divestment Act Compliance.** You certify that, as of the date listed below, You are not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55 et seq. (the "Iran Divestment Act"). In compliance with the requirements of the Iran Divestment Act, You shall not utilize in the performance of the Contract any subcontractor that is identified on the Final Divestment List.
11. **Companies Boycotting Israel Divestment Act Certification.** You certify that that You have not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.80 et seq.
12. **Nondiscrimination.** To the extent permitted by North Carolina law, You, for yourself, your agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin.
13. **Governmental Immunity.** Notwithstanding any other term or provision to the contrary, nothing in the Agreement shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to the Town under applicable law.
14. **E-Verify.** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. You shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. If You utilize a subcontractor, You shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
15. **Governing Law.** You acknowledge and agree that any dispute arising out of or related to the Agreement shall be governed by the laws of the State of North Carolina, without regard to its conflict of laws principles.
16. **Jurisdiction.** Any actions to enforce the Agreement and all disputes between the parties arising out of, connected with, related to, or incidental to the relationship established between the parties in connection with the Agreement, whether arising in contract, statute, tort, equity, common law or otherwise, shall be resolved only by a state or federal court located in Burke County, North Carolina, and the parties hereby consent and submit to the jurisdiction of such court.
17. **Binding Agreement.** The parties, respectively, bind themselves, their agents, successors, assigns, and legal representatives to the Agreement. You may not assign Your interest or obligations under the Agreement without the written consent of the Town, which consent may be withheld by the Town for any reason.
18. **No Third Party Beneficiary.** Nothing in the Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against You or the Town.
19. **Waiver.** The failure of either party to insist upon a strict performance of any of the terms or provisions of the Agreement, or to exercise any option, right, or remedy under the Agreement, shall not be construed as a waiver or relinquishment for the failure of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver of either party of any term or provision of the Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom the waiver is asserted.
20. **Amendment.** The Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing signed by all parties.
21. **Entire Agreement.** The Agreement contains the entire agreement between You and the Town and supersedes all previous understandings and agreements between the parties, whether oral or written. In the event of a conflict between the Contract and the Terms and Conditions, the Terms and Conditions shall control.