



## Martinsville Community Center, Inc. Single Event Room Rental Agreement

This Rental Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Martinsville Community Center, Inc. (hereinafter known as MCC) and \_\_\_\_\_ (hereinafter known as Renter).

It is hereby agreed that the MCC does grant permission to Renter to use the MCC room(s) as checked below for the purpose of \_\_\_\_\_.  
Renter must be at least 21 years old. Fees noted are per hour. Restroom use is included in all the options. Rental includes tables and chairs. Renter agrees to abide by all terms and conditions as detailed in following sections of the Agreement.

No legal title or sub-tenant lease hold interest in the property known as The Martinsville Community Center shall be deemed, construed, created or vested in the single event arrangement provided herein. It is understood and agreed that Renter is not a tenant or lessee and that Licensor is not a landlord. Renter does not have such rights as may exist by law or equity regarding commercial landlord and tenant rights. Renter agrees that the use and occupancy of the property on the date set forth below shall be at Renter's own risk and the Renter does hereby hold MCC harmless and does hereby release MCC from any and all liability for any personal injury or property damage relating in any way to Renter's use of the property. All safety regulations regarding Covid-19 will be followed by the Renter. **Failure to adhere to safety regulations will result in forfeiture of security deposit.**

Rental Date \_\_\_\_\_ Time of Rental \_\_\_\_\_ Total Hours Rented\* \_\_\_\_\_  
# of People Attending (approx.) \_\_\_\_\_

Will alcohol be consumed? Yes \_\_\_\_\_ No \_\_\_\_\_

ROOM	√	FEE PER HOUR**	SECURITY DEPOSIT	MAXIMUM CAPACITY
Upstairs only <sup>1</sup>		\$60.00	\$200 <sup>2</sup>	100 <sup>3</sup>
Downstairs only <sup>1</sup>		\$45.00	“	40
Board Room only		\$30.00	“	8
Entire Facility <sup>1</sup>		\$100.00	“	140
Kitchen Use		Available	(based on booking)	

The stage is not included in any rental unless special arrangements are made. An additional fee will be charged for the use of the stage. **Unauthorized use of the stage will result in forfeiture of the security deposit.**

<sup>1</sup> exclusive of Board Room

<sup>2</sup> please issue a separate check for Security Deposit

<sup>3</sup> parties larger than 50 guests incur a \$50 one-time fee

- \* rental time must include setup/cleanup time
- \*\*members in good standing receive a 20% discount on hourly fee

## **Section I**

**Payment:** Renter agrees to make payment of 50% of the fee, plus the Security Deposit (separate check), upon signing of the agreement, with full payment due 5 business days prior to the event. Payment can be in the form of cash, check or Money Order made payable to the **Martinsville Community Center, Inc.**

**Cancellation:** If reservation is cancelled 21 days before the reserved date, the Deposit will be refunded in full. Cancellations made less than 21 days before the scheduled event will result in forfeiture of the deposit unless the MCC is able to rent the facility to another person/entity. In the event of inclement weather which requires closing the MCC, the renter will have the opportunity to select another date, which is mutually agreeable, for the event.

**Damage:** Renter is responsible, and upon demand shall pay the MCC for any and all damage to the building in excess of the Security Deposit that arises from, or is related to, Renter's use of the facility. This includes, but is not limited to, damage to the restrooms, tables, chairs, lights or any other property or asset owned by the MCC. **Tablecloths (cloth or plastic) must be used to protect the tables.**

**Refund of Security Deposit:** Only after the MCC has determined that the Hall, building, contents and grounds are free of damage that may have arisen as a result of the Renter's use will the MCC refund the Security Deposit (or a portion thereof).

## **Section II**

### **General Terms and Restrictions:**

**Insurance:** Renter will provide the MCC with a Certificate of Insurance, naming MCC as an additional insured, evidencing in force and affect general liability insurance with coverage limits of at least \$1,000,000 per occurrence for the use and occupancy of the Building. An insurance certificate reasonably satisfactory to MCC must be provided to MCC five days prior to the date of the event.

**Alcohol:** If the Renting Party intends to have alcohol at its event, it shall obtain any licenses or permits required under applicable laws and regulations to do so, and provide the MCC with copies of any such licenses or permits five days prior to the Rental Period. No alcoholic beverages are to be consumed outside the Hall. Renter agrees that should alcoholic beverages be at this function, Renter assumes complete and total responsibility and liability for any and all occurrences or accidents and agrees to hold harmless the MCC. Renter also agrees not to allow alcoholic beverages to anyone less than 21 years of age.

Renter hereby agrees to defend, indemnify and hold harmless, release, and discharge MCC from any and all liability for loss, injury or damages to person or property which may arise out of or in connection with, or related to, the purchase, delivery, service or consumption of all such alcoholic beverages. The Renter will provide a waiver of subrogation in favor of the MCC.

**Decorations:** Generally, decorations are permitted on tables only. Renter is prohibited from affixing décor to the walls of the Building by using cellophane tape, nails, tacks, pins, staples or any other fixative that might mar the paint surface of the building. Only flameless candles are permitted. Glitter/confetti is not allowed. **There will be a \$50 clean-up charge if glitter/confetti is used (including balloons filled with confetti).**

Decorating in advance of the Event can be arranged with an MCC representative. Rental time should include time for decorating.

**Kitchen Use:** Renter, or the Renter's Caterer if utilized, may use the Kitchen only to warm and serve food and drinks. Use is limited to sinks, ovens, one refrigerator and microwave. No utensils or other kitchen appliances may be used.

**Gambling:** Illegal gambling is prohibited in the building or on the grounds.

**Smoking:** The MCC is a smoke-free facility and smoking of any kind is prohibited in the building.

**Clean-up:** Renter must, promptly upon completion of the Event, clean and remove all food, beverages and any decorations from the Premises allowed for the Event and Building and surrounding grounds, leaving the premises in broom-clean condition. Trash must be placed in bags in the dumpster and recycle in recycle bins outside the kitchen door.

### **Section III**

#### **Required Signatures:**

Renter understands and agrees that he/she has read and approves terms of this Agreement.

**Name of renting person/entity:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email address:** \_\_\_\_\_

**Renter Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**MCC Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_ **Title** \_\_\_\_\_