

**STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD**

**LICENSE AGREEMENT FOR
FOREST CITY CLUBHOUSE**

THIS AGREEMENT is entered into this _____ day of _____ year of _____
by and between the Town of Forest City, 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:

THAT WHEREAS, the Town is the owner of real property, commonly known as the
Forest City Clubhouse at 141 Westview Street in Forest City, NC; and

WHEREAS, the Town has decided to make the property available to citizens for their use
for private meetings and gatherings; and

WHEREAS, the licensee has requested to use the property for the following purposes or
type of function _____; and

WHEREAS, 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 this agreement,
the parties agree as follows:

1. The Town hereby grants 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) _____ Time _____

(The Town rents the Clubhouse for the entire day. Licensee may use the facility from
8:00 AM until 12:00 Midnight. Any music must stop at 11:00 P.M. This gives licensee
time to clean the building by 12:00 Midnight.)

Contact Person _____ Telephone No. _____

Alternate Contact Person _____ Telephone No. _____

Mailing Address: _____

Street Address: _____

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

General Use of Facility \$200.00
Security Officer - If alcohol on premises \$40.00 per hour

Alcohol consumption is not allowed outside of the Clubhouse building.

USE OF SOUND SYSTEM YES NO

3. **Use of Alcohol:** The Town deserves 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 **\$40.00 per hour** fee in order for the Town to provide an off duty Forest City 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 Licensee is hereby given notice that 13-1 of the Forest City Code of Ordinances criminally forbids the consumption of spirituous liquor upon the clubhouse premises or any other property owned or controlled by the Town of Forest City; and the State law also controls the consumption and possession of alcoholic beverages of all types. Licensee hereby agreed to comply with all laws and regulations concerning the consumption of alcoholic beverages on the premises and agrees to be responsible for any such use during the time of this license. (If licensee pays the \$40.00 per hour fee for an off duty Forest City Police Officer, the consumption of beer and/or wine is allowed within the Clubhouse.)

SECURITY OFFICER REQUIRED YES NO

HOURS FOR SECURITY OFFICER _____

4. **Security Deposit: The licensee, prior to the function, shall deposit with the town a security deposit in the amount of \$100.00 to be held by the town and applied toward any damage caused to the clubhouse during the time held by the licensee, or toward any necessary clean-up expenses following the function. The deposit shall be retained, and if no repairs or clean-up by the town is required, the \$100.00 deposit will be refunded. If extra cleaning is required the licensee will be billed for the cost.**

5. **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.

The licensee shall forfeit the entire rental deposit unless notice of cancellation is given at least 30 days prior to the rental date.

6. 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.

7. 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 attorneys fees incurred by the town in the defense of any claim made against it for any such damage, injury or loss of life.

8. 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.

9. **Playing of music:** The licensee is also hereby given notice that 12-77(3) of the Forest City 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 11:00 PM and 7:00 AM. **For this reason music must be discontinued at 11:00 PM.**

10. 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.

11. 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.

Signed and sealed the day and year first above written.

Licensee Signature

Date

Approved by

07/16