



**FACILITY USE CONTRACT**

**Event Name (Please Print):** \_\_\_\_\_

**Facility Use:** Photography\_\_ Videography\_\_ Private Event\_\_ Public Event \_\_

**Name of Lessee:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**DATES OF USE (Include Set-up and Post-Event Cleanup Time):**

**MONTH:** \_\_\_\_\_ **DAY:** \_\_\_\_\_ **YEAR:** \_\_\_\_\_ **AM/PM** \_\_\_\_\_ **to** \_\_\_\_\_ **AM/PM**

**MONTH:** \_\_\_\_\_ **DAY:** \_\_\_\_\_ **YEAR:** \_\_\_\_\_ **AM/PM** \_\_\_\_\_ **to** \_\_\_\_\_ **AM/PM**

**FACILITY(s):**

West Roundhouse \_\_\_\_

Frog & Switch/Blacksmith Shops \_\_\_\_

East Roundhouse Ruins \_\_\_\_ \*

Bridge & Machine Shop \_\_\_\_ \*

Other Buildings/Grounds \_\_\_\_ \*

*\*Facility is currently limited to videography and photography-related uses.*

To reserve use for a specific date and time, this contract **MUST** be signed, dated and accompanied by Total Facility Rental Payment (excluding furnishing rental). Any balance due for furnishing rentals is due within three (3) days prior to taking possession of the premise.

Make checks payable to: Berkeley County Roundhouse Authority. Mailing Address: P.O. Box 3084, Martinsburg, WV, 25402. Debit/Credit payments also can be made RoundhouseWV.com (PayPal).

## **TERMS AND CONDITIONS:**

### **Use of Premises and Grounds**

- Facility and grounds are only to be used for the stated purpose(s). The facility, including the grounds, is for your use only during the time of your event.
- Please designate Event Contact Person to communicate directly with BCRA Event Host before, during and after event. Event Contact Person will need to check in and sign off with BCRA Event Host on the day of the Event.
- ALL BUILDINGS ARE SMOKE-FREE! (Review Full Policy at RoundhouseWV.com)
- No rice, confetti, glitter or candles are allowed inside or outside the facility. Only compostable rose petals or bubbles are permitted outside.
- All decorations inside or outside must be taken down and removed from the premises by the end date of contract.
- Outside music must stop at 10:00 pm.
- Children shall be supervised at all times.
- Dance floors on the grass are not allowed.
- Barbequing may only be done outside in a designated area.
- Temporary climate control equipment is allowable upon inspection
- Please keep your guests in the rented space only.
- An on-site BCRA Event Host monitors event activities and has the authority to enforce contract rules.
- The BCRA Event Host can terminate a rental event at any time if you do not honor the contract provisions or local laws.
- After-Hours Parking for Daytime Rentals, upon request, may be permitted north of the gated property entrance.
- All vehicles otherwise parked within fenced premises will be towed.

### **Set-up and Breakdown**

The Berkeley County Roundhouse Authority is not responsible for loss or damage to rental equipment provided by a third party.

DO NOT USE nails, tacks or staples in the walls or woodwork. If tape is used, it must be painter's tape. All decorations and tape must be removed at the end of the event.

All trash must be removed from the facility and placed in the appropriate receptacles.

Notify the Facilities Manager immediately of any damage that occurred during the event.

### **Property Damage & Additional Time Costs**

Damages are subject to legal action for claims if parties fail to promptly pay for, or replace any object that is destroyed, damaged, or stolen during event. Such payment or replacement must be made immediately upon receipt of notification from the Berkeley County Roundhouse Authority.

### **Indemnification and Hold Harmless Agreement**

You agree to indemnify and hold the Berkeley County Roundhouse Authority, its officers and agents harmless whatsoever and against any and all liability, claims, actions, demands or losses of any kind and nature that may occur with respect to any person or persons, corporation, property of chattels, on or about the Berkeley County Roundhouse Authority, or to its property resulting from any act, or omission by or through you, your agents, contractors, employees, invitees, or any person on the premises of the Berkeley County Roundhouse Authority's property by reason of the your use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act by you, or your guest(s), whether intentional or negligent, which occur during use. You agree to pay all costs and attorney fees incurred by the Berkeley County Roundhouse Authority and its representatives in defending any such claim or action brought against the Authority and its representatives.

### **Personal and Abandoned Property**

The Berkeley County Roundhouse Authority and its representatives assume no responsibility for any property placed in the facility or the premises or any property left on the premises after the event is over.

### **Cancellation Policy**

All monies paid will NOT be refunded for cancellations.

In case of cancellation initiated by the Berkeley County Roundhouse Authority, all monies paid (excluding electronic/online transaction fees deducted) will be refunded.

The Berkeley County Roundhouse Authority retains the right to cancel this rental contract for failure to provide a contract for Security Services.

### **Event Insurance**

**Rental party MUST provide a Certificate of Liability Insurance 30 days prior to the event. This insurance certificate must explicitly state the following conditions:**

**\$1 million per occurrence/\$2 million aggregate in general liability insurance issued by an insurance company authorized to do business in West Virginia.**

**The Berkeley County Roundhouse Authority must be listed as an Additional Insured. Appropriate Certificate of Insurance must be provided to the Berkeley County Roundhouse Authority.**

**Failure to provide evidence of this insurance to the Berkeley County Roundhouse Authority 30 days prior to your event can cause immediate cancellation of this contract. Cancellations that result from failure to provide the Berkeley County Roundhouse Authority with a proper and timely certificate of liability insurance will be treated as a cancelation occurring less than 60 days prior to the event by you (see Cancellation Policy above).**

### **Alcohol Policy**

You agree and warrant that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER THE AGE OF 21. You agree to refuse to allow alcohol to be served to or consumed by any person who is visibly intoxicated or under 21 years of age. You or your contact shall monitor all service, if any, of alcohol and you specifically acknowledge that you are solely liable for the consumption of any alcohol by any person on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol. The Berkeley County Roundhouse Authority's Facilities Manager may ask guests for identification to verify age and reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; (3) a guest or guests appear(s) intoxicated and refuses to leave the premises. If alcohol is sold at an event, the Authority must receive proof in advance that you, and/or persons contracted by you, have a valid license from the West Virginia Alcohol Beverage Control Administration (WVABCA).

If alcohol is sold, it shall not be consumed outside of a defined floor plan approved by the WVABCA. If alcohol is sold and/or consumed at any event, a contract for Event Security Services shall be provided to the Berkeley County Roundhouse Authority 30 days prior to the event. You shall indemnify and hold harmless the Berkeley County Roundhouse Authority from all liability for improper use of alcohol during your event.

**Agreement by Signature**

By signing below, you agree to all terms and conditions stated herein.

Signature of Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Lessee: \_\_\_\_\_ Date: \_\_\_\_\_  
(If Necessary)

**Berkeley County Roundhouse Authority:**

By: \_\_\_\_\_

Its: \_\_\_\_\_ Date: \_\_\_\_\_

ADDENDUM

WORKSHEET FOR FACILITY RENTAL & FURNISHINGS

West Roundhouse (\$2,000/\$1,500): \_\_\_\_\_

Additional Day (\$1,500/\$1,000): x \_\_\_\_\_ Day(s): \_\_\_\_\_

Frog & Switch/Blacksmith Shops (\$1,500/\$1,000): \_\_\_\_\_

Additional Day (\$1,100/\$600): x \_\_\_\_\_ Day(s): \_\_\_\_\_

Roundhouse/Frog & Switch Shop Package (\$2,500/\$2,000): \_\_\_\_\_

Additional Day (\$2,000/\$1,500): x \_\_\_\_\_ Day(s): \_\_\_\_\_

\*East Roundhouse Ruins \_\_\_\_\_

\*Bridge & Machine Shop \_\_\_\_\_

On-Site Photography/Videography:

Minimum Fee (One-Hour): ..... \$ \_\_\_\_\_

Second (Subsequent Hour) x \$50 ..... \$ \_\_\_\_\_

Daily Rate (Up to Five Days) x 250 ..... \$ \_\_\_\_\_

Sixth (and Subsequent Day) X \$35 ..... \$ \_\_\_\_\_

Sixtieth (and Subsequent Day) x \$25 ..... \$ \_\_\_\_\_

After Hours: x \$300 (4-Hour Minimum/\$1,200) ..... \$ \_\_\_\_\_

FACILITY RENTAL: \$ \_\_\_\_\_

Furnishing Rental\*\*

Chairs: \_\_\_\_\_ x \$1.75 \$ \_\_\_\_\_

Round Tables: \_\_\_\_\_ x \$7.50 \$ \_\_\_\_\_

Rectangle Tables: \_\_\_\_\_ x \$5.00 \$ \_\_\_\_\_

Dance Floor \$500 \$ \_\_\_\_\_

FURNISHING RENTAL (Due 7 Days Prior to Event Date): \$ \_\_\_\_\_

TOTAL RENTAL FEES DUE: \$ \_\_\_\_\_