

EVENT CONTRACT

Event Name (Please Print): _____

Event Type: Private ___ Public ___ Nonprofit/Charity ___ Heritage/History Education

Name of Lessee: _____

Address: _____

Home Phone: _____

Mobile Phone: _____

Email: _____

Rental Term (8AM to 11PM):

One-Day ___

Two-Day ___

Three-Day ___

Four-Day ___

Additional Day ___

After Hours ___

Photography (hourly) ___

Videography (hourly) ___

Setup Date(s): _____ Time: _____ AM/PM to _____ AM/PM

Event Date(s): _____ Time: _____ AM/PM to _____ AM/PM

Cleanup Date(s): _____ Time: _____ AM/PM to _____ AM/PM

Facility Rental: West Roundhouse ___ Frog & Switch/Blacksmith Shops ___

To reserve use for a specific date and time, this contract MUST be signed, dated and accompanied with a NONREFUNDABLE Deposit of \$750.

Any balance due for facility rental must be paid 60 days prior to taking possession of the premise. For contracts arranged less than 60 days in advance of event, payment for facility rental in full is due with the completed and signed contract. Any balance due for furnishing rentals is due within seven (7) 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 card payments also can be made online via 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 Facilities Manager before, during and after event. Event Contact Person will need to check in and sign off with Facility Manager on the day of the Event. This is crucial in order to have the Security/ Damage deposit returned.

SMOKING IS PROHIBITED IN THE FACILITY

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 cease 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.

Our on-site Facilities Manager monitors event activities and has the authority to enforce contract rules. The Facilities Manager 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 premise 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. The Facilities Manager and your Event Contact will do a final inspection at the end of the event and this will determine if the Security/Damage deposit will be returned.

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

Event trash on the grounds must be removed and placed in the appropriate receptacles.

Notify the Facilities Manager immediately of any damages that occur during the event. Failure to do so may result in forfeiture of the security deposit.

Security Deposit; Property Damage, Additional Cleaning And Additional Time Costs

After review of the facility and property by the Facilities Manager and your Event Contact, the \$500 Security/Damage Deposit will be refunded within fourteen (14) days after your event, if the rental checkout has been satisfied, there are no damages to the building and/ or grounds, and you have used the facility for the time stated in the contract. Damages, additional cleaning and/or additional time costs will be withheld from the Security/ Damage Deposit. If damage to the West Roundhouse and associated buildings and grounds exceed the amount of the Security/Damage Deposit, you agree to pay for or replace any object that is destroyed, damaged, or stolen during your 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 cancellations must be in writing.

All facility rental/furnishing money paid will be refunded less a \$150 administration charge for cancellations made prior to 60 days of the event.

All deposit(s) and monies paid will NOT be refunded for cancellations made within 60 days of the event.

The Berkeley County Roundhouse Authority may cancel this contract due to inclement weather, emergency conditions, or events beyond the control of the Berkeley County Roundhouse Authority.

In case of cancellation initiated by the Berkeley County Roundhouse Authority, all monies paid 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

You **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 cancellation 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.

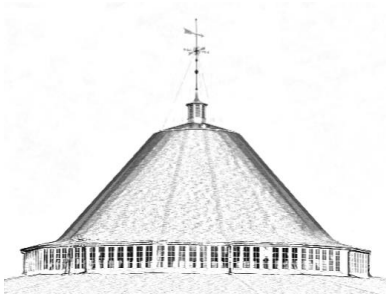
Signature of Lessee: _____ Date: _____

Signature of Lessee: _____ Date: _____
(If Necessary)

Berkeley County Roundhouse Authority:

By: _____

Its: _____ Date: _____



ADDENDUM

WORKSHEET FOR DEPOSIT, RENTAL & FURNISHINGS

Nonrefundable Deposit (Due with Signed Contract): \$750

West Roundhouse: ____ Day/Days\$____

Frog & Switch/Blacksmith Shops: ____ Day/Days \$____

Photography/Video: ____ First Hour(s) x \$100 \$____

____ Second/Subsequent Hour(s) x \$50 \$____

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

TOTAL Facility Rental (Due 60 days prior to Event Date): \$____

Furnishing Rental**

Chairs: ____ x \$1.75\$____

Round Tables: ____ x \$7.50 \$____

Rectangle Tables: ____ x \$5.00 \$____

Dance Floor: ____ x \$500 \$____

TOTAL Furnishing Rental (Due 7 Days Prior to Event Date): \$____

Security Deposit (Due 60 days prior to Event Date): \$500

GRAND TOTAL DUE: \$_____

****Furnishing Totals/Payment Due 7 Days Prior to Event****