



TOWN OF NORWAY

PO Box 127

8403 Savannah Highway

Norway, South Carolina 29113

Phone: (803) 263-4300 / Fax: (803) 263-4114

FACILITY USE RENTAL AGREEMENT

Please print

Today's Date: _____

Organization (if applicable): _____

Contact Person: _____

Address: _____

Main Phone: _____

Cell Phone: _____

Date of Event: _____

Hours (include setup & cleanup): _____

Anticipated Number of Attendees: _____

Detailed Description of Event: _____

Will minors be present? Yes No

Will there be music?

Yes No

Will food be served? Yes No

Will waterslide be used?

Yes No

Check	Facility/Accommodations	Fees	Location
<input type="checkbox"/>	Norway Park Playground equipment, basketball court, picnic tables	\$0	Savannah Highway
<input type="checkbox"/>	Norway Park Rec Building 110 electricity outlets available, water available, range for heating or warming, refrigeration available, restrooms available	**\$50.00 rental fee and \$25.00 deposit	Savannah Highway
<input type="checkbox"/>	Old Willow School 110 electricity outlets available, restrooms available, tables and chairs available	\$25/hr rental fee and \$50 deposit	2750 Cope Road
<input type="checkbox"/>	Old Ball Field (Willow School) Bleachers available, no electricity, no restrooms	\$0	2750 Cope Road

**** If paying by check, two checks are required made out to the Town of Norway**

Renter's Signature: _____

Town Approval Signature: _____

Keep a copy of this rental Agreement for your records. You are advised to take it with you to the park on the rental date as proof of use.

Copy to: Norway Police Department

RELEASE OF LIABILITY AGREEMENT

I, as an individual or an authorized agent of the organization, am submitting this Agreement and I confirm the information provided in this Agreement is true and correct. I have read and understand this Facility Use Rental Agreement, and agree to all of the aforementioned rules, regulations, and conditions of use.

Renter's Signature: _____

Town Approval Signature: _____

OFFICE USE ONLY

Facility/Accommodations	*Charge	*Deposit
<i>Norway Park</i>		
<i>Norway Park Rec Building</i> **\$50.00 rental fee and \$25.00 deposit		
<i>Old Willow School</i>		
<i>Old Ball Field (Willow School)</i>		
<i>Water for waterslide</i>		
		TOTAL

* Two checks required made out to the Town of Norway

OFFICE USE ONLY

Date _____

Total Rental Fee Paid \$ _____ Cash Check # _____

Deposit Paid \$ _____ Cash Check # _____

Date Deposit Returned: _____ Amount Refunded: \$ _____

Check # _____

FACILITY USE RENTAL POLICIES

It is the Town's desire that all patrons who periodically use a Town of Norway Facility/Venue are able to enjoy scheduled events. These policies have been set in place to achieve that goal.

The following rules will be enforced and must be agreed to by the Renter prior to a reservation being accepted by the Town of Norway. Renter is required to read and initial each page of the Facility Use Rental Policies as part of the Facility Use Rental Agreement. **Please read carefully.**

RESERVATIONS

1. The person signing this Agreement must be 21 years of age or older. The person signing this Agreement and the organization on whose behalf (if applicable) the facility rental is being made are responsible for compliance with this Agreement.
2. A Facility/Venue is not considered rented until the (a) Renter delivers to the Town this Facility Use Rental Agreement, rental fee, deposit, and any other items deemed necessary by the Town; and (b) the Town of Norway, in its sole discretion, approves such rental in writing. Payment for the use of any Town Facility/Venue must be made at the time an application is completed before a reservation is accepted and scheduled. If paying by check, two checks must be submitted (one for the total rental fee and one for the deposit) and both checks must be made payable to the Town of Norway.
3. In the case of a cancellation, Renter must notify Norway Town Hall no later than 24 hours prior to the start time designated by this Agreement, otherwise the rental fee will be forfeited.
4. Renter shall use and occupy Facility/Venue in a safe and careful manner and comply with federal, state, county, and municipal authority controlling or governing the Facility/Venue or the operation therein, including but not limited to, Norway Town Code.
5. Renter shall use the Facility/Venue solely for the purposes herein and no other use will be permitted.
6. The Renter shall not use the Town's name to suggest endorsement or sponsorship without prior written approval.
7. Renter is responsible for picking up the keys to the facility (if necessary) from the Town during normal business hours prior to the event. Normal business hours are Monday-Thursday, 8am – 3:30pm and Friday, 8am-12pm). Renter shall return keys to the Town on the next business day.

FEES

1. The Town of Norway may require a rental fee and deposit from the Renter. See Fees on the Facility Rental Use Agreement.
2. Renter will be responsible for fees paid by check that are returned to the Town by the bank for non-sufficient funds. The rental fee and a returned check fee of \$36 must be paid in full **BEFORE** reservation will be accepted. Acceptable forms of payment are money order or cashier's check. No future checks will be accepted from that Renter.
3. **Renter is responsible for any keys lost or stolen, and any costs the Town might incur to replace and/or rekey a facility.**

4. Renter shall be responsible for any and all damage to the Facility/Venue and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall forfeit his/her deposit and be charged for any and all cleaning and/or repair fees incurred by the Town as a result.
5. There will be an additional \$20 charge for water usage if a waterslide is used on the Town property during an event.
6. **Frying of foods on a Town-owned range is prohibited.** If frying occurs, consequences will result in permanent loss of the use of the building, loss of deposit, and a maximum fine of \$1,000.00. Additionally, Renter will be charged for all grease/oil spills, damage and clogged drains.
7. Should the Town of Norway prevail in whole or in part in any litigation between the parties, including but not limited to, actions to collect any use or service charge after same is past due, Renter agrees to pay for all of the Town of Norway's reasonable attorney fees. Fees shall be payable whether for negotiation, trial, or appellate purposes.

INDEMNIFICATION AND INSURANCE

1. Renter hereby assumes, releases and agrees to indemnify, defend, protect and hold harmless the Town of Norway, its officials, employees, and agents from and against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to any property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility/Venue and adjoining property.
2. Any use of the Facility/Venue involving a danger or risk determined by the Town of Norway in its sole discretion, shall be covered by liability and property damage insurance provided by the Renter, at Renter's sole cost and expense and endorsed for the benefit of the Town of Norway. Bodily injury liability coverage shall be no less than \$1,000,000 per occurrence and property damage liability no less than \$1,000,000 for each occurrence. If Renter is required to obtain insurance, a copy of the Certificate of Liability must be provided to Norway Town Hall before keys will be issued to the Renter.
3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Town of Norway facilities/venues and adjoining property to the Mayor or his/her designee, in writing as soon as practicable.
4. Renter waives any right of recovery against the Town of Norway, its officials, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the Town of Norway, its officials, employees, or agents.
5. Renter waives any right of recovery against the Town of Norway, its officials, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility/Venue, even if the Town of Norway, its officials, employees, or agents seek recovery against Renter.

SECURITY

1. Renter is solely responsible for supervising all individuals at the Facility/Venue and adjoining property during the event. The Town of Norway is not responsible for providing this supervision. However, the Town may enforce any rules and regulations it deems necessary, and may evict individuals from the Facility/Venue during the event if conduct is not in the best interest of the public or is deemed to be detrimental in any way.
2. The Town of Norway, at its sole discretion, may require a certain number of security officers for an event. Renter shall be responsible for procuring and paying for security officers.

SET UP / CLEAN UP

1. If you find any damage upon arrival, or are experiencing any other issues, please inform Norway Town Hall during normal business hours (Monday-Thursday, 8am – 3:30pm and Friday 8am-12pm) at 803-263-4300.
2. **Set up is the Renter's responsibility and is to be completed at the time stated on your contract, not before.** Renter must include set up / clean up times on the Facility Use Rental Agreement as part of the event time period. Renter **will not** be permitted access to the Facility/Venue prior to or after the event time period. Renter shall be responsible for arranging access to caterers, bands, transportation of rental equipment, and related individuals and activities during the time requested for entry and exit of the Facility/Venue.
3. **Clean up is the Renter's responsibility and must be completed by the ending time stated on the rental Agreement.** Renter agrees to return the Facility/Venue and its equipment to the Town at the end of the reservation term in the same condition as the date of the start of this Agreement, ordinary use and wear excepted. Renter shall leave all fixtures/appliances, if any, in good working condition.
4. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility/Venue and adjoining property, leaving the area clean and free of all trash and litter. Renter must provide garbage bags. Place all bagged trash in Town garbage cans in the area. In the event the cans are full, you must take the garbage with you.
5. Renter will remove any and all of his/her property from the Facility/Venue at the end of the event. Renter shall not store any equipment or materials at the Facility/Venue or adjoining property.
6. Renter will wipe off all tables, benches, counters, sinks, and appliances. All floors must be swept and spills cleaned up. Renter will be responsible for cleaning restrooms used during the event. Renter will supply his/her own cleaning supplies.
7. The lights must be turned off and the doors (including the roll-up door) locked upon vacating the Facility/Venue.
8. Return the keys, if any, to Norway Town Hall on the next business day. **DO NOT** place keys in night deposit box at Town Hall.

RESTRICTIONS/REQUIREMENTS

1. **ALCOHOL and/or CONTROLLED SUBSTANCES** are not permitted to be brought in to or used in any Town facility or area.

2. Renter shall not permit the Facility/Venue or any part thereof to be used for any gambling or any unlawful, indecent, obscene, or immoral actions/attractions, exhibitions, purposes of entertainment or in any manner so as to injure persons or property.
3. Renter shall not permit any individual to bring into the Facility/Venue any materials, substances, equipment or objects which are likely to endanger the life of, or cause bodily injury to, any person in the Facility/Venue or which are likely to contribute a hazard to property thereon. Renter shall not permit individuals to smoke inside the facility.
4. **Frying of foods on a Town-owned range is prohibited.** The Renter will **NOT ALLOW** cooking of any foods that has to be fried in grease or can potentially produce grease. The range is for **boiling and warming ONLY**.
5. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility/Venue and shall not make or allow to be made any alterations of any kind therein. The use of an extension ladder or lift truck to hang decorations is prohibited.
6. Renter shall not remove, relocate, or take Town of Norway property outside the Facility/Venue for any reason.
7. No animals are allowed in facilities or venues. Portable swimming pools are prohibited. Open fires are prohibited (this includes candles). Live/amplified or loud music is not allowed after 10pm.
8. Any functions for minors or attended by minors must be chaperoned by parents or other responsible adults.
9. Vehicles parking on the grass next to the Park Recreation Building or Park Playground is prohibited. Renter shall not drive motorized vehicles (including golf carts) on field or green spaces.
10. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility/Venue for the period for which Renter has contracted. Renter is an independent contractor and not an agent or employee of the Town of Norway. Any assignment or sublease of this Agreement or terms arising under this Agreement without written consent of the Mayor shall void this Agreement and the deposit will be forfeited.

MISCELLANEOUS

When completion of the cleanup duties listed above has been verified and the keys returned, the Town will return your deposit.

This Agreement contains the entire Agreement between the parties, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no promises, conditions, understandings or other agreements, whether oral or written, relating to this Agreement. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding unless in writing and signed by both parties.

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