



ELEANOR PARK & FAIRGROUNDS

Owned and Operated by the Town of Eleanor

Park Road, Eleanor WV 25070

304-586-2319

eleanortown@frontier.com

Eleanor Fairgrounds Facility Rental Agreement

Individual/Organization Name: _____ Application Date: _____

Date(s) Facility to be used for event: _____

Additional Date(s) Facility will be reserved for "Set-up/Clean-up": _____

Event Name or Rental Purpose: _____

<u># of Days</u>	<u>AREA RESERVED</u>	<u>COST</u>	<u>AMOUNT DUE</u>
_____	Entire Facility*	\$1,000 per event day	\$ _____
_____	Food Booth/Concession	\$50 per event day	\$ _____
_____	Horse Show Ring	\$150 per event day (Add \$50 w/ Lights)	\$ _____
_____	Show Barn	\$150 per day	\$ _____
_____	Animal Barn (enclosed)	\$150 per event day	\$ _____
_____	Carnival Area	\$200 per event day	\$ _____
_____	Parking Lot Area	\$200 per event day	\$ _____
_____	Track Event Area	\$150 per event day (\$Add \$50 w/ Lights)	\$ _____
_____	Shelter 1	\$35 per event day	\$ _____
_____	Shelter 2	\$25 per event day	\$ _____
_____	Shelter 3	\$25 per event day	\$ _____
_____	Shelter 4	\$35 per event day	\$ _____
_____	Primitive Camp site	\$20 per day (Must be approved by Park Board)	\$ _____
_____	Trailer Camping Site	\$50 per day (Must be approved by Park Board)	\$ _____

Total Cost (A) \$ _____

Area's may be reserved at a lesser cost to allow renters the ability to Set-Up and Clean-Up for their event without having to pay full price for each day. (*Park Shelters are not available for this option)

<u># of Days</u>	<u>AREA RESERVED</u>	<u>COST</u>	<u>AMOUNT DUE</u>
_____	Entire Facility*	\$300 per day	\$ _____
_____	Food Booth/Concession	\$25 per day	\$ _____
_____	Horse Show Ring	\$50 per day	\$ _____
_____	Show Barn	\$50 per day	\$ _____
_____	Animal Barn (enclosed)	\$50 per day	\$ _____
_____	Carnival Area	\$50 per day	\$ _____
_____	Parking Lot Area	\$50 per day	\$ _____
_____	Track Event Area	\$50 per day	\$ _____

Total Cost (B) \$ _____

ELEANOR PARK & FAIRGROUNDS
Facility Rental Agreement
Additional Information, Fees and Requirements

Additional Information:

Entire Facility Rentals – Includes all areas listed. Renters are responsible for all gate attendants and security. The Eleanor Park Board will not be responsible for on-site security, ticket taking or for restricting the public's access to the facility. Access must be granted for Town of Eleanor Officials and Eleanor Police Department for inspections as needed. Entrances may not be blocked to prevent easy access for the Eleanor Police Department, Eleanor Volunteer Fire Department and all other forms of emergency responders.

-All Facilities are rented in an “as is” condition.

-Renter is responsible for all clean up and disposal of trash and other items from the event.

-Individuals, groups and vendors operating a “for profit” business using the facilities will be required to obtain a town business license and pay town Business and Operation Tax.

-501C3's and other non-profit groups *may* qualify for a reduced rate. *Group leader must present a written request to the Town of Eleanor Park Board prior to filing the reservation application. Any rate reduction must be approved by the Town of Eleanor Park Board.

Insurance Requirements:

The Town of Eleanor/Park Board is not responsible for any injuries or damage that arise from the renter's use of the Town of Eleanor/Park Board facilities. The renter is solely responsible for obtaining insurance coverage for any and all liability for injuries to any person or to any property belonging to the Town of Eleanor/Park Board, Renter, guests or any other persons entering onto the rented premises. A certificate of insurance must be provided to the Town of Eleanor at the time this agreement is entered into and before any reservation can be finalized. Town of Eleanor must be named as an additional insured on the certificate. A minimum of \$250,000 general liability insurance coverage shall be required. The Town of Eleanor/Park Board reserves the right to require more than \$250,000 of general liability coverage at any time or for any use.

Key Pickup and Key Deposit:

Rentals requiring a key must pay a refundable \$35.00 Key Deposit. Keys must be picked up during the regular office hours at the Town Hall.

*An additional \$35 will be charged if a “call-out” is needed for a Town of Eleanor employee to issue a key after regular office hours.

Security Deposit:

-All “***Entire Facility***” Rentals must pay a \$1,000 refundable deposit that is due within 7 days of the reservation being made.

-All other rentals must pay a \$250 refundable deposit that is due within 7 days of the reservation being made. The full security deposit will be refunded if there is no damage or violation of the “Rules & Regulations” signed by the renter. In the event damage would occur in excess of the security deposit amount, the Town of Eleanor reserves the right to seek restitution for the total amount of the damage.

Utilities Fee:

Minimal usage of utilities is included in the rental cost. Please discuss intended use of utilities with town representative prior to using any utility. Excessive use without permission or prior agreement may result in additional cost to the renter.

ELEANOR PARK & FAIRGROUNDS
Facility Rental Agreement
Cost and Billing Information Form

Applicant Name / Organization Name: _____

Phone Number: _____ E-Mail Address: _____

Mailing Address: _____

Payment Information: _____

Total (A) – Rental Cost for Event Dates: \$ _____

Total (B) – Rental Cost for Set-Up/Clean-up Dates: \$ _____

*Town Equipment Usage Fee. Hours _____ x \$100= \$ _____

Total Rental Cost: \$ _____

Security Deposit: \$ _____ Amount Refunded: \$ _____

Key Deposit: \$ _____ Amount Refunded: \$ _____

Cancelation Date: _____ Amount Refunded: \$ _____

***Town Equipment Usage Fee:**

No renter will be given permission to use town equipment for any reason. Renters can schedule the use of equipment to be performed by a Town of Eleanor maintenance worker. An hourly rate of \$100 will cover equipment, fuel and the employees time. All work to be performed must be pre-approved by the Eleanor Park Board. Work will be scheduled by the Town of Eleanor Mayor as the employees and equipment are available.

Dates Requested: _____

Equipment Needed: _____

General Description: _____

Mayors Approval: _____

ELEANOR PARK & FAIRGROUNDS
Rental Agreement

I have been informed of the policies and regulations set forth by the Town of Eleanor and do hereby agree with all regulations. I understand that failure to observe the established policy can result in a future request being denied. The organization or individual agrees to pay the required security/key deposit(s) and rental fee within seven (7) working days of the filing of this application. If payment is not received, the reservation will be void. If the fee has been paid and the event is cancelled within seven (7) calendar days, a refund will be made. After the seven (7) day period, the applicant will forfeit twenty-five (25.00) dollars of the amount paid. If a cancellation is made within thirty (30) days prior to the date of the event, fifty dollars (50.00) of the deposit will be retained. Any even booked within the requested seven (7) days will require all fees to be paid at the time of the application.

This contract entitles me to use the facility from 8am to 11pm on each rental day. Any decorating that is required must be done during these hours. You can only decorate the day you have the facility rented.

I have read and agree to follow the rules and regulations (attached) for the use of the Eleanor Park and Fairgrounds facilities and shelters. I agree that I understand these are NO ALCOHOL and NO SMOKING facilities and if evidence is found that this rule has been violated, the full security deposit will be retained. In the event that damage would occur over the security deposit, the Town of Eleanor retains the right to seek restitution for the amount of the damage.

Print Name: _____ Signature: _____ Date: _____

ELEANOR PARK & FAIRGROUNDS
Hold Harmless Agreement

I (we) agree to indemnify and save harmless the Town of Eleanor against all loss and damage, including damage to person or property arising from any act of, or negligence of mine, ours or any person acting on (our) behalf while engaged in the performance of the above rental contract with the Town of Eleanor or while about the building or premises, or arising from accident or injury not caused by an act of the Town of Eleanor it's agents or employees, to anyone attending the event for which I (we) have rented the facilities.

I have read the contract and the rules and regulations set forth by the Town of Eleanor. I agree to abide with and all requests in this contract.

I have requested and received a copy of this contract _____(initial)

I have not requested a copy of this contract _____(initial)

Signed: _____

Date: _____

Town Representative: _____