



**TOWN OF ELEANOR
APPLICATION AND CONTRACT**

ROOMS AND SHELTER RENTALS

Application Date: _____

Applicant Name: _____ Phone Number: _____

Mailing Address: _____

Date Facility is to be used _____ Expected Attendance _____

Facility will be used for _____

List all Vendors (Catering, DJ, etc.) used at the facility: _____

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 and rental fee within seven 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 calendar days, a refund will be made. After the seven day period, the applicant will forfeit twenty five dollars (25.00) of the amount paid. If a cancellation is made within 30 days prior to the date of the event, fifty dollars (50.00) of the deposit will be retained. Any event booked within the required seven days will require all fees to be paid at the time of the application.

This contract entitles me to use the facility from 8 am to 11 pm. 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 Town facilities, both rooms 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 and beyond the seventy-five dollar (75.00) security deposit required for the HOMESTEAD ROOM, the Town of Eleanor retains the right to seek restitution for the amount of the damage.

Signed: _____

Phone: Home: _____ Work: _____ Cell: _____

Room "B" OR "C": _____ Homestead Room: _____ Shelter Number: _____

Day of the week: _____ Date: _____

Security/Damage Deposit: _____ Rental Amount: _____

Cancellation Date: _____ Reason: _____

Welcome to the Town of Eleanor, **Town Park, Municipal Building, and the Red House Facilities.**

These facilities have been placed here for your use and we want all to enjoy them. They are owned and operated by the Town of Eleanor and are partially funded from the town budget. All other funding to operate, improve, and maintain must come from the rental fees. The fees presented to you have been carefully researched and selected and are under the regional fee rates for similar facilities in this area. To ensure that others to follow will be able to enjoy them in the same manner, we ask for your cooperation in abiding with all rules and regulations set forth.

These facilities will be closely monitored for any damage. Thank you.

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 of 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 any 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: _____

RULES AND REGULATIONS FOR THE HOMESTEAD ROOM

The Homestead Room located in the Red House is available for rent. This is a historical early 1800's era home located on approximately three acres of ground at 401 Roosevelt Boulevard in Eleanor, West Virginia. This is a perfect setting for weddings, receptions, reunions, retirement parties, meetings, corporate outings and other gatherings. It presents the perfect atmosphere for any elegant event you might plan.

The grounds can be made available for specified activities. There is planned landscaping for the lawn and when this is accomplished, the grounds may be rented as a separate entity.

There is paved parking on both sides of the building.

The Homestead Room is approximately 30 x 48 foot and is "L" shaped. The 12 x 16 foot "L" is an ideal place for buffet tables. The room contains 20 tables and 100 chairs. The room will comfortably seat 100 for dinner, or accommodate more for a meeting or reception.

This is a NO SMOKING or NO ALCOHOL facility and this rule will be enforced. If there is evidence of smoking or alcohol, the security deposit will be retained by the town.

A refundable security deposit is required on all rentals. The deposit amount is seventy five dollars (\$75.00) CASH ONLY. The rental fee is three hundred dollars (\$300.00). The security deposit will not be returned until the building and its contents have been checked. This rental fee includes the Homestead Room and the use of the kitchen. This does not include any other rooms in the house or access to any other area for any reason. There will be no exceptions. A key deposit of twenty five dollars (\$25.00) is also required. This will be returned if the key is returned by the next business day after the date of the rental, unless other arrangements have been made with the Town Hall.

We offer a Historic elegant setting in this building and we ask that all rules and regulations set forth be observed, so that it will remain so. This room will be checked before and after each rental, and if any damage is found, the SECURITY DEPOSIT will be withheld in full, and payment for any additional damages will become the renter's responsibility.

Kitchen is equipped with a stove, refrigerator, microwave and coffee maker

Handicapped Accessibility

Handicapped Rest Rooms, (Male and Female)

Central Heating and Air Conditioning

Attractive Grounds

Paved Parking on both ends of the building

Well lighted at night

Fireplace with Electric Logs

Rental agreement for the HOMESTEAD ROOM will be presented to lessee at the time of rental. Agreements must be signed by lessee and not be a second party. All fees must be paid as stated. There is NO waiver of fees for the HOMESTEAD ROOM. Please read your contract before signing. The amount of the rental fee and the security deposit is listed at three hundred dollars (\$300.00) for the rental and seventy five dollars (\$75.00) for the security deposit, and also twenty five dollars (\$25.00) for the key deposit. The terms are listed on the face sheet of this document.

1. **RENTAL.** The rental of the Homestead Room entitles you to the use of the room and kitchen only. It does not include any other area of the building. The hall, staircase and other rooms are not available for rent.
2. **PARKING.** Parking is available at both parking lots located on each end of the building. Overflow parking is not provided for. You must seek additional parking elsewhere. There is to be **NO PARKING ON THE GRASS**. The area in front of the building on Route 62 could provide some parking, also behind the building off the pavement beside of the Police Department.
3. Do Not block the garage doors at the Red House. The police must have access at all times to the garage and driveway. This will be enforced.
4. **KEYS.** All keys are to be returned personally to the Town Hall the next business day after the rental date unless arrangements have been made with the office.
5. Do not prop open the doors or windows while using the building. This will cause damage to the heating and cooling units. Do not make any attempt to reset the thermostats.
6. **DO NOT TOUCH THE SECURITY SYSTEM CONTROLS.** Any call out to check the alarm will automatically forfeit your security deposit.
7. Do not leave food on tables, in the refrigerator or on the counter tops. Do not leave dirty dishes in the sink. Do not flush napkins or coffee grounds down the commode. Do not pour grease down the sinks. Please wipe up all spills and leave all the tables, chairs and kitchen areas clean.
8. Check all doors and windows to be sure they are closed and locked. Turn off all lights and check that the door is locked and secure before leaving.
9. Bag all trash and leave it in the kitchen to be picked up.
10. This is a Smoking and Alcohol Free Facility. This will be enforced. Any evidence of violation of this rule will forfeit the security deposit and could result in future request being denied.
11. **DECORATIONS.** There is to be **NO** thumb tacks, push pins, staples, masking tape, scotch tape or adhesive of any kind applied to the doors, windows, wood work or walls. There is to be nothing attached to any of the above. You may place flowers on the mantle or on the window sills as long as they are free standing. Electric or battery powered candles will be permitted in the windows. **NO OPEN FLAMES.** If candles are used on the tables they must be globed (covered with a glass globe), a votive contained in a glass container or floating candles will be permitted. **NO** free standing candles with open flames are permitted. You cannot make any attachments of hooks or hangers to the walls or windows to hang decorations.
12. Do not use confetti or glitter in or about the room. This collects in the flooring and is impossible to remove. Also, do not use outside of the building. Bird seed and rice are acceptable.
13. This rental agreement allows you the use of the building from 8:00 a.m. to 11:00 p.m. only. Any decorating for your event will have to be done during these hours. Use of the building to decorate before these hours is not permitted, unless you desire to pay a second day rental. Time for decorating must be consecutive hours of the rental time. There will be no split hours allowed.

14. Animals other than those assisting handicapped individuals and registered and licensed as such are prohibited from being in the building.

15. There is to be no grills set up in the parking lots or on the lawn.

16. FLOORS. As noticed, this room contains hard wood flooring, not tile or laminate. Please help us keep these floors looking nice. DO NOT MOVE TABLES from place to place by scooting on the floor. DO NOT DRAG OR PUSH CHAIRS across the floor.

17. You are not permitted to rent this room in one name and allow its use by another. There will be no rentals to anyone under the age of eighteen. Anyone renting for a teen party must have the adult named as the lessee present at all times.

18. At the time of signing the contract please make known if any electrical use will be needed over and above the usual lighting and kitchen use. This must be done in order to allow our maintenance staff to determine if the system will accommodate this.

19. Anyone renting the room and planning to do full cooking of a meal, such as roasting, baking of meats, bread, cakes or pastries will be required to pay an additional utility fee.

20. At this time, if you plan to use the lawn for a wedding or event and have not rented the room, there will be a charge. If you have the room rented for an event, there is no additional fee for the lawn use.

21. If the lessee is using a caterer or catering service to provide food and refreshments for your event, a separate Hold Harmless agreement must be signed by the service or individual. The service or individual is responsible for leaving the kitchen and food area clean.

22. The total number of chairs and tables the facility will accommodate are provided with the rental of the facility. There is to be no exchange or replacement of furniture by the lessee. The Town will not be responsible for rental or personal furniture. In the event a special chair is needed for an individual, this will be allowed by special waiver.

23. If a band, DJ, musical combo, karaoke programmer or entertainer of any kind will be performing at your event, they too will be required to sign a separate Hold Harmless agreement.

24. Anyone providing a service or calling to you or to your event will have to have a Municipal License which will have to be obtained from the Town before the event.