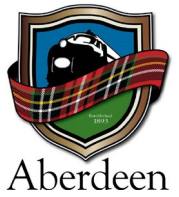


**Downtown Aberdeen Exchange Place Lawn
Rental Agreement**



The Exchange Place Lawn is on a first come, first served basis. The Lawn can be reserved for specific events by filling out this paperwork and turning it into the **Economic and Downtown Development Planner (EDDP)**, Christian Haas, at 115 N. Poplar St. with the proper rental fee. The Lawn can be rented from dawn till dusk.

Payment Policy

A reservation is not made official until the EDDP has received a **completed Rental Agreement** and **all fees associated with the rental**. **No date is reserved until confirmation is given by EDDP.**

Inclement Weather Policy

If The Lawn cannot be used during the original rental time due to inclement weather, the renter will be allowed to choose another available date/time at no additional cost. If date/time is not available, or needed, a full refund will be given. This policy only pertains to actual inclement weather conditions, not a perceived threat of inclement weather or other non-weather related conflicts.

Fees

\$100 Deposit + \$25/hr. (Aberdeen Residents); \$50/hr. (All Others)

***Town of Aberdeen Fee Policy:** The Town of Aberdeen receives municipal tax revenue paid by residents living inside the corporate limits of the Town. Others who live outside the corporate limits are charged a higher rate for rentals because they do not pay Town taxes.

Rules and Requirements

1. All posted lawn rules must be followed at all times.
2. No drugs, fireworks, or weapons on premises.
3. No alcohol on premises unless appropriate ABC permits and proof of insurance are provided and approved by EDDP (if permitted, no glass containers will be allowed).
4. No persons/groups/businesses may charge a fee or cost of any kind to attend an event on the lawn. Fundraisers or commercial enterprises are not permitted uses of the lawn. No donations, selling tickets, or collecting money can occur at lawn, or ahead of event. Rule does not apply to schools, government entities, churches, and qualified nonprofits exhibiting proof of 501(c) status at time of application, subject to approval by EDDP.
5. Setup and cleanup are the responsibility of the applicant and must be included in rental times.
6. No tents with stakes of any kind may be brought into the parks – popup tents with leg weights are permitted.
7. All trash must be placed in the proper receptacles. Additional trash/recycling receptacles can be provided at no additional cost with 72 hour advance notice.
8. If any outside grills or cookers are brought unto the lawn, *renters must have a 5 lb. ABC fire extinguisher, which will be inspected by the Fire Department the day of the event.*
9. Any outside vendors must provide the EDDP with proof of Commercial General Liability Insurance of at least \$1 million per occurrence.
10. **If you encounter any issue with other lawn users, groups, or any emergency situations, please call 911.**

Please read carefully and sign: THIS IS A BINDING CONTRACT BETWEEN THE TOWN OF ABERDEEN and the PERSON/ORGANIZATION SIGNING BELOW. I have read this form, and had the opportunity to ask any questions I may have about this form. I understand and agree to comply with all above stated rules, regulations, and conditions of rental. I agree to be the responsible party for this rental, and accept all conditions and responsibilities included.

Signature _____

Grill: Y N

Print Name _____

Type of Function _____

Organization (if applicable) _____

Rental Date _____ **Time (Start)** _____ **(End)** _____

Address _____

Est. Number Attending _____

City, St. _____

****Staff Only: Accepted By:** _____ **Date:** _____

Zip Code _____

Fees Paid: _____ **CC Cash Check**

Phone _____

Refund Requested: _____ **Date** _____ **Staff** _____

Email _____

Town of Aberdeen
Release and Indemnity Agreement for Facility Use

WHEREAS, the undersigned has requested the use of services, equipment, facilities belonging to or under the auspices of the Town of Aberdeen, North Carolina, and do engage in activities for the exclusive benefit of the undersigned; and

It is expressly agreed and understood that this RELEASE AND INDEMNITY Agreement shall apply for the express purpose of precluding forever all claims, suits, demands, damages, and causes of action that I or my heirs, next of kin, executors, administrators, estate, agents and assigns and representatives of any nature whatsoever might otherwise assert against any of the Town of Aberdeen, its agents elected and appointed officials, employees and volunteers as a result of my use of Town of Aberdeen Property.

NOW, THEREFORE, In consideration of the mutual promises or other good and valuable consideration, the undersigned does hereby for himself/herself, his/her heirs, executor, employers, successors of himself/herself or of his/her employees, administrators, and personal representatives, I understand and agree to the following:

I, _____ (name of renter/event manager/company official) assume full responsibility for my death or injuries, both to my person and to my property, whether foreseeable or not, which may occur directly or indirectly or develop at any time in the future as a result of the use of the _____ (facility).

I, _____ (name of renter/event manager/company official) assume all responsibility for each individual during the rental/event/use of the lawn on the _____ day of _____, _____.

I do hereby fully and forever release, discharge and hold harmless the Town of Aberdeen, its agents, elected and appointed officials, employees and volunteers from any and all claims, suits, demands, damages and causes of action, present or future, foreseeable or unforeseeable resulting from or arising out of the above described activity, rental or use by the renter/event manager/company official or by any third parties.

I do further agree to defend and indemnify the Town of Aberdeen for any costs, damages, losses penalties, settlement costs, charges, professional fees or other expenses or liabilities of every kind incurred as a result of any personal injury or property damage resulting from or arising out of the above described activity, rental or use, such costs to include reasonable attorney's fees.

I, _____ (name of renter/event manager/company official) hereby declare that the terms of this Release and Indemnity Agreement have been explained to me and all of my questions have been answered (if any), fully read and understood by me, and freely and voluntarily entered into and accepted by me, and I hereby acknowledge receipt of a copy of this agreement. This agreement shall be in full force and effect any time after the execution thereof.

Responsible Party

Date