

CIVIC CENTER LEASE AND RENTAL CONTRACT TOWN OF WILKESBORO

THIS LEASE AND RENTAL CONTRACT made and entered into this the _____ day of _____, 20____ by and between the Town of Wilkesboro, a municipal corporation (LESSOR) of Wilkes County, and _____ (LESSEE), _____ (LESSEE ADDRESS) of _____ County, North Carolina; (phone number of lessee) _____.

- 1.** That subject to the terms and conditions herein set out, Lessor does hereby lease and rent unto said Lessee, the Wilkesboro Civic Center located on School Street in the Town of Wilkesboro, North Carolina with appurtenances, for the term of _____ day(s) to commence on the _____ day of _____, 20____, at 7:30 am until 12:00 midnight for a rental fee of \$_____, and a deposit in the amount of \$_____, said deposit to be refunded after the Wilkesboro Civic Center has been inspected for damages and cleanliness and Lessor has determined that there are no damages and the Civic Center is clean and the funds clear the bank. Lessee shall not sublet not assign this Lease and Rental Contract not any interest therein without the prior written consent of the Lessor.
- 2.** Prior to occupancy, Lessee will examine the premises, including the furnishings, and Lessee agrees that upon expiration or termination of this Lease, Lessee will peacefully surrender possession of the premises and furnishings to Lessor in as good condition as they are at the beginning of the term of this lease, normal wear and tear excepted. Lessee further agrees to take good care of the premises, including the furnishings, to permit and suffer no waste to be committed to the premises, and to Lessor. Lessee further agrees to pay Lessor for all repairs required to be made to the premises, including the furnishings, and the property, resulting from misuse, neglect, carelessness, misconduct or fault of Lessee or Lessee's guest.
- 3.** That Lessee shall be responsible for the cleaning of the building, including the cleaning of floors, carpet, bathrooms and emptying of all garbage cans at the termination of this Lease and Rental Contract and Lessee agrees to pay to the Lessor any cost incurred by Lessor for failure of Lessee to perform the responsibilities as set forth in this paragraph.
- 4.** That Lessee agrees that the serving, possession or consumption of malt beverages, unfortified wine, fortified wine, spirituous liquor, mixed alcoholic beverages or any other alcoholic beverages shall be prohibited on the premises during the term of this Lease and Rental Contract and the Lessee shall protect, save and hold harmless the Town of Wilkesboro, Lessor, any liability resulting from any violation of the prohibition against any alcoholic beverages on the premises as set forth in this paragraph. Lessee further agrees that any violation of the prohibition against any alcoholic beverages on the premises as set forth in this paragraph shall result in immediate termination of this Leased and Rental contract without refund of any rental fee or deposit.
- 5.** It is a violation of the Wilkesboro Town Code, Chapter 3, Section 3-1 and therefore a misdemeanor for any person to consume or serve wine, beer, malt beverages, alcoholic liquor, whiskey or other alcoholic beverages of any kind in any public building or within the boundary of any park or parking lot associated with a park of the Town of Wilkesboro. Lessee specifically acknowledges that Lessee and/or guests may be subject to criminal prosecution for any violation of chapter 3, Section 3-1 of the Wilkesboro Town Code.
- 6.** Failure to maintain behavior conducive to community environment will, at the discretion of Lessor result in termination of this Lease and Rental Contract.
- 7.** All decorations shall be of a temporary nature so as not to deface or damage the premises or property.
- 8.** Smoking is prohibited inside the premises of the Wilkesboro Civic Center. Smoking is only permitted outside of the building. Violation of the prohibition against smoking inside the premises shall result in immediate termination of this Lease and Rental Contract without refund of any rental fee or deposit.

9. Lessor, its agents and employees, including but not limited to members of the Wilkesboro Police Department shall have the right to enter the premises by pass-key or otherwise at any and all reasonable and necessary times to inspect the premises for any purpose connected with the maintenance, housekeeping, and management of the Wilkesboro Civic Center or for any other purpose reasonably connected with Lessor's interest in the Wilkesboro Civic Center and to perform any work to other act found necessary on such inspection.

10. Lessor, its officers, agent and employees, shall not be liable in any manner for any loss, injury or damage to Lessee, its agents, guests, and licensees, including but not limited to any acts of theft, vandalism and assault. Lessor shall not be liable for any claims arising from acts of theft, vandalism, assault and any other criminal activity committed on the premises of the Wilkesboro Civic Center.

11. Lessee agrees to pay to the Lessor reasonable attorney fees incurred in the enforcement of Lessor's rights and remedies plus all other reasonable expenses incurred by the Lessor in the enforcement of any rights and remedies pursuant to this Lease and Rental Contract.

12. Lessee agrees that Lessor, by and through any of its agents and employees, including but not limited to members of the Wilkesboro Police Department shall have the right to immediately terminate this Lease and Rental Contract for a violation by Lessee and/or guests of any of the terms and conditions of the Lease and Rental Contract as set forth herein.

13. The limit of additional (coffee maker, crock pot, deep fryer, etc.) small electrical appliances that can be used by the lessee is (3) three. If more than three (3) are used by the lessee without prior written approval, then the lessee will forfeit the deposit. No Commercial/Industrial appliances are allowed without written approval from the lessor prior to the rental date of lessee.

14. If the payment fails to clear the bank, the Lessee is responsible for paying the greater of 10% of the check's face value or \$25.00 returned check fee. The LESSOR will NOT accept any personal checks as a replacement, as the Lessee must provide the replacement funds in cash, money order, or certified bank check. The Lessee agrees to replace the funds within FIVE (5) days after the initial notification by Lessor that the funds failed to clear the bank. The Lessee agrees to pay any and all collection fees incurred by the Lessor in the event of failure of payment, including but not limited to, telephone, certified mail, attorney, and/or court fees.

LESSOR:
TOWN OF WILKESBORO

BY: _____

LESSEE:

BY: _____

PRINT NAME _____

Initial Notification Date _____, 20____ Time: _____ AM PM

By Whom: _____ Title: _____

Contact Method: Telephone Call with voice mail message Certified Letter IN TESTIMONY WHEREOF, THE PARTIES HAVE EXECUTED THIS lease and Rental Contract in duplicate originals, one of which is retained by each of the parties, the day and year first above written