

Roundhouse
Events Contract

Event Name (Please Print): _____

Event Type: Private Public Nonprofit/Charity Heritage/History Education

Name of Lessee: _____

Address: _____

Home Phone: _____

Mobile Phone: _____

Email: _____

Rental Term: Half-Day One-Day Two-Day Three-Day Four-Day/+ per Month
 Eight-Day/+ per Year Additional Day After Hours
 Photography Videography

Event Date(s): _____ Time: _____ AM/PM to _____ AM/PM
_____ Time: _____ AM/PM to _____ AM/PM

Setup Date(s) (if any): _____ Time: _____ AM/PM to _____ AM/PM

Cleanup Date(s) (if any): _____ Time: _____ AM/PM to _____ AM/PM

Facility Rental: West Roundhouse Frog & Switch/Blacksmith Shop
 Bridge & Machine East Roundhouse Ruins All Buildings/Grounds

****Furnishing Rental:**

Chairs (Y/N): _____ Total Chairs: _____ Total: \$ _____

Tables (Y/N): _____ Total Tables: _____ Total: \$ _____

Chair/Table Rental Total: \$ _____

Nonprofit Rate (if applicable): \$ _____

Total Due: \$ _____

****Furnishing Totals Due 60 days Prior to Event.**

To reserve use for a specific date and time, this contract MUST be signed, dated and accompanied with a Security Deposit of \$1,000. Any balance due for rental contract must be paid 60 days prior taking possession of the premise. For contracts arranged less than 60 days in advance of event, payment in full is due with the completed and signed contract.

Make checks payable to: **Berkeley County Roundhouse Authority**. Mailing Address: P.O. Box 3084, Martinsburg, WV, 25402. Debit/credit card payments for Deposit and Event Rental also can be made online via PayPal.

TERMS AND CONDITIONS:

1. Use of Premises and Grounds

- A. Facility and grounds are only to be used for the stated purpose(s). The facility, including the grounds, is for your use only during the time of your event.
- B. We recommend that you designate a specific person as your Event Contact to communicate directly with our Facilities Manager before, during and after your event. Your contact person will need to check in and sign off with our Facility Manager on the day of the event. This is crucial in order to have the Security/Damage deposit returned.
- C. SMOKING IS PROHIBITED IN THE FACILITY
- D. No rice, confetti, glitter or candles are allowed inside or outside the facility. Only compostable rose petals or bubbles are permitted outside.
- E. All decorations inside or outside must be taken down and removed from the premises by the end date of contract.
- F. Outside music must cease at 10:00 pm.
- G. Children must always be supervised.
- H. Dance floors on the grass are not allowed.
- I. Barbequing may only be done outside in a designated area.
- J. Temporary climate control equipment is allowable upon inspection
- K. Please keep your guests in the rented space only.
- L. Our on-site Facilities Manager monitors event activities and has the authority to enforce contract rules. The Facilities Manager can terminate a rental event at any time if you do not honor the contract provisions or local laws.

2. Set-up and Breakdown

- A. If you have used rental equipment other than the Berkeley County Roundhouse Authority's it is to be stacked by the large double doors on the north side of the roundhouse, not on the grass, and removed from the premises within 24 hours of event. The Berkeley County Roundhouse Authority is not responsible for loss or damage to rental equipment provided by a third party.
- B. DO NOT USE nails, tacks or staples in the walls or woodwork. If tape is used, it must be painter's tape. All decorations and tape must be removed at the end of the event. The Facilities Manager and your Event Contact will do a final inspection at the end of the event and this will determine if the Security/Damage deposit will be returned.
- C. All trash and recyclables must be removed from the facility and placed in the appropriate receptacles.
- D. Event trash on the grounds must be removed and placed in the appropriate receptacles.
- E. Notify the Facilities Manager immediately of any damages that occur during the event. Failure to do so may result in forfeiture of the security deposit.

3. Security Deposit; Property Damage, Additional Cleaning And Additional Time Costs

After review of the facility and property by the Facilities Manager and your Event Contact, the \$1,000 Security/Damage Deposit will be refunded within fourteen (14) days after your event, if the rental checkout has been satisfied, there are no damages to the building and/or grounds, and you have used the facility for the time stated in the contract. Damages, additional cleaning and/or additional time costs will be withheld from the Security/Damage Deposit. If damage to The Martinsburg Roundhouse and associated buildings and grounds exceed the amount of the Security/Damage Deposit, you agree to pay for or replace any object that is destroyed, damaged, or stolen during your event. Such payment or replacement must be made immediately upon receipt of notification from the Berkeley County Roundhouse Authority.

4. Indemnification and Hold Harmless Agreement

You agree to indemnify and hold the Berkeley County Roundhouse Authority, its

officers and agents harmless whatsoever and against any and all liability, claims, actions, demands or losses of any kind and nature that may occur with respect to any person or persons, corporation, property of chattels, on or about the Berkeley County Roundhouse Authority, or to its property resulting from any act, or omission by or through you, your agents, contractors, employees, invitees, or any person on the premises of the Berkeley County Roundhouse Authority's property by reason of the your use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act by you, or your guest(s), whether intentional or negligent, which occur during use. You agree to pay all costs and attorney fees incurred by the Berkeley County Roundhouse Authority and its representatives in defending any such claim or action brought against the Authority and its representatives.

5. Personal and Abandoned Property

The Berkeley County Roundhouse Authority and its representatives assume no responsibility for any property placed in the facility or the premises or any property that is left on the premises after the event is over.

6. Cancellation Policy

- A. All cancellations must be in writing.
- B. All money paid will be refunded less a \$150 administration charge for cancellations made prior to 60 days of the event.
- C. All deposit(s) and monies paid will NOT be refunded for cancellations within 60 days of the event.
- D. The Berkeley County Roundhouse Authority may cancel this contract due to inclement weather, emergency conditions, or events beyond the control of the Berkeley County Roundhouse Authority.
- E. In case of cancellation initiated by the Berkeley County Roundhouse Authority, all rental and deposit monies will be refunded.
- F. The Berkeley County Roundhouse Authority retains the right to cancel this rental contract for failure to provide a contract for Security Services.

7. Event Insurance

You **MUST** provide a Certificate of Liability Insurance 30 days prior to the event. This insurance certificate must explicitly state the following conditions:

- A. \$1 million per occurrence/\$2 million aggregate in general liability insurance issued by an insurance company authorized to do business in West Virginia.
- B. The Berkeley County Roundhouse Authority must be listed as an Additional Insured and provided with the appropriate Certificate of Insurance.
- C. Failure to provide evidence of this insurance to the Berkeley County Roundhouse Authority 30 days prior to your event can cause immediate cancellation of this contract. Cancellations resulting from failure to provide the Berkeley County Roundhouse Authority with a proper and timely certificate of liability insurance will be treated as a cancellation occurring less than 60 days prior to the event by you (see Cancellation Policy above).

8. Alcohol Policy

- A. You agree and warrant that there shall be **NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER THE AGE OF 21**. You agree to refuse to allow alcohol to be served to, or consumed by any person who is visibly intoxicated or under 21 years of age. You or your contact shall monitor all service, if any, of alcohol and you specifically acknowledge that you are solely liable for the consumption of any alcohol by any person on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol. The Berkeley County Roundhouse Authority's Facilities Manager may ask guests for identification to verify age and reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; (3) a guest or guests appear(s) intoxicated and refuses to leave the

premises. If alcohol is sold at an event, the Authority must receive proof in advance that you, and/or persons contracted by you, have a valid license from the West Virginia Alcohol Beverage Control Administration (WVABCA).

- B. If alcohol is sold, it shall not be consumed outside of a defined floor plan approved by the WVABCA.
- C. If alcohol is sold and/or consumed at any event, a contract for Event Security Services shall be provided to the Berkeley County Roundhouse Authority 30 days prior to the event.
- D. You shall indemnify and hold harmless the Berkeley County Roundhouse Authority from all liability for improper use of alcohol during your event.

Agreement by Signature

By signing below you agree to all terms and conditions stated herein.

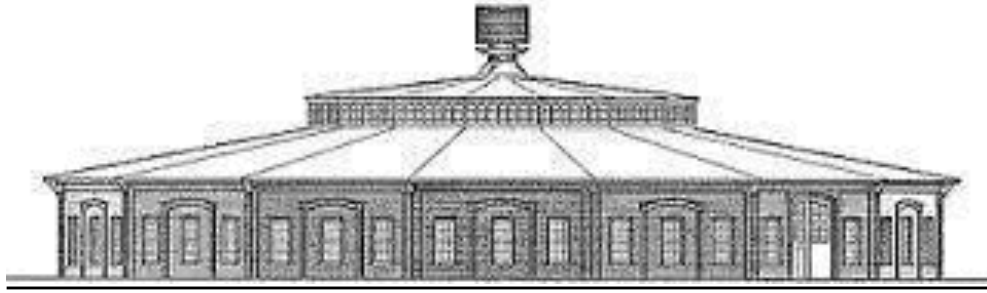
Signature of Lessee: _____ Date: _____

Signature of Lessee: _____ Date: _____
(If Necessary)

Berkeley County Roundhouse Authority:

By: _____ Its: _____

Date: _____



ADDENDUM FOR FURNISHINGS & TOTAL AMOUNT DUE FOR RENTAL

Furnishing Rental:

Chairs (Y/N):____ Total Chairs: _____ Total: \$_____

Tables (Y/N):____ Total Tables: _____ Total: \$_____

Chair/Table Rental Total: \$_____

Nonprofit Rate (if applicable): \$_____

Total Amount Due: \$_____