



**Berkeley County Roundhouse Authority Event Contract**

**PLEASE PRINT**

Event: \_\_\_\_\_

Name of Lessee: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Time: \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

Rehearsal Date (if any): \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

Setup Date (if any): \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

To reserve a specific date and time this contract **MUST** be signed, dated and accompanied with a Security Deposit of \$500. The balance for all contracts is due the day you take possession of the premise. For contracts arranged less than 30 days in advance of the 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. We also can take Visa and MasterCard.

The following information is required to be completed and delivered to The Martinsburg Roundhouse Authority **no less than two (2) weeks prior to the event date.**

1. Exact rental beginning and ending time. Starts at \_\_\_\_\_ Ends at \_\_\_\_\_
2. State any additional hours needed. Additional hours: \_\_\_\_\_
3. Confirmation of intent to use Linen Package. Yes \_\_\_\_\_ No \_\_\_\_\_
4. Payment of all fees/extras. Amt. Owing: \_\_\_\_\_ Amt. Received \$ \_\_\_\_\_ Date: \_\_\_\_\_  
Bal. due \$: \_\_\_\_\_ Due by: \_\_\_\_\_ Received Date: \_\_\_\_\_

## 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. If heaters are used, they must be placed on concrete.
- 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 on Monday.
- B. DO NOT USE nails, tacks or staples in the walls or woodwork. If tape is used, it must be
  - a. 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

After review of the facility and property by the Facilities Manager and your Event Contact, the \$500 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 \$100 administration charge for cancellations made within 45 days of signing this contract.
- C. The security/damage deposit will not be refunded for cancellations made less than 60 days prior to 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. In case of cancellation initiated by the Berkeley County Roundhouse Authority, all rental and deposit monies will be refunded.
- E. The Berkeley County Roundhouse Authority retains the right to cancel this contract for failure to provide a contract for security services for any event for 25 people or more where alcohol is served and/or consumed,

**7. 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.

- B. 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).
- C. If alcohol is sold, it shall not be consumed outside of a defined floor plan approved by the WVABCA.
- D. If alcohol is sold and/or consumed at any event for 25 people or more, a contract for security services must be provided to the Berkeley County Roundhouse Authority 30 days prior to the event.
- E. 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: \_\_\_\_\_

(If necessary)

Date: \_\_\_\_\_

**Berkeley County Roundhouse Authority**

By: \_\_\_\_\_

(Signature)

Its: \_\_\_\_\_

Date: \_\_\_\_\_