

# MOREHEAD CITY TRAIN DEPOT RENTAL CONTRACT

## Rental Information

Tenant: \_\_\_\_\_

Date(s) \_\_\_\_\_

Time: (including setup/takedown/cleanup) \_\_\_\_\_

Type of

Event: \_\_\_\_\_ #Attending \_\_\_\_\_

Alcohol being served: Yes \_\_\_\_\_ No \_\_\_\_\_

Name: (Person responsible for rental) \_\_\_\_\_

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

Phone: ( ) \_\_\_\_\_

Email: \_\_\_\_\_ \*\*\*\*must fill out email to receive instructions for cleaning and key code to get in. Please check your email regularly before rental date\*\*\*\*

\*\*\*\*\*I NEED ACCESS TO A TV SCREEN – CHECK  YES  NO\*\*\*\*\*

## Deposit and Fees:

### Depot/Kitchen Fee

**NOTE: THERE MUST BE SEPARATE CHECKS FOR:**

- (1) RENTAL HOURS
- (2) SECURITY DEPOSIT
- (3) ADMINISTRATIVE FEE AND
- (4) ALCOHOL FEE

Rental Fee: Hours \_\_\_\_\_ x Fees \_\_\_\_\_ \$ \_\_\_\_\_  
**(Check made out to Town of Morehead City)**

Security Deposit: \$100.00  
**(refundable/shredded after event)**  
**(Check made out to Town of Morehead City)**

Administrative Fee  
**(NOTE – Check made out to DMC, Inc.)** \$25.00

Alcohol Fee: (\$80.00) \$ \_\_\_\_\_  
**(NOTE – Check made out to DMC, Inc.)**

**Total Due:** \$ \_\_\_\_\_

### Fee Schedule

Rate: \$50/hour (must include set up and clean up time)

**There is a two-hour minimum for rentals.**

7/1/2023 New Rate change as per Morehead City Town Council

I certify that I am the authorized and responsible party or representative; that I have received, read, and understand the rules for use; and I will comply with the regulations, policies, and fees for the reserved area.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Rental Information Sheet

**Tenant:** \_\_\_\_\_

**Date(s)** \_\_\_\_\_

**Time(s)** \_\_\_\_\_

1. Number of persons expected to attend Event: \_\_\_\_\_
  
2. Will there be liquor served? \_\_\_\_\_ Beer & Wine \_\_\_\_\_ Hard Liquor \_\_\_\_\_
  
3. Do you have a Liquor Permit? \_\_\_\_\_ (You must obtain a Liquor Permit if you sell tickets to your event.)

**Please consult your insurance agent about insuring your event.**

**This Depot insurance DOES NOT cover tenant liability. In addition, the renter will pay an \$80 alcohol liability charge that is added to the rental charge. That is for the depot liability policy and not the tenant's liability.**

### **RULES AND REGULATIONS:**

In consideration of the Depot (the "Landlord") allowing Tenant, his guest, invitees, employees, agents, to occupy and use the Premises on the date referenced above, Tenant agrees to abide by the rules and regulation of Landlord regarding the use of the Premises at all times and to be responsible for the actions of his guests, invitees, employees, and agents on and about the Premises. The Tenant further agrees to defend, with counsel satisfactory to the Landlord, and completely indemnify and hold Landlord forever harmless from and against any all liabilities, fines, suits, claims, demand, actions, causes of action, losses, costs (including attorney's fees), damages, judgments, expenses of any kind or character whatsoever, due to or arising out of (a) any damage to, loss, or destruction of any property arising directly or indirectly out of Tenant's use of the Premises; and/or (b) any injury to any person, including death, resulting at any time, occurring in or about the Premises and arising out of, directly or indirectly, Tenant's use thereof. Tenant's indemnification obligations shall extend to and be deemed to cover the actions of his employees, agents, guests, and invitees.

In the event the Landlord is named a party to any action or proceeding in which Tenant is required to defend pursuant to the provisions of this Agreement, the Landlord shall have the right to appear and take part in the action or proceeding by legal counsel of its choice at Tenant's expense.

Tenant shall also completely indemnify Landlord as to all cost and expense incurred to enforce the terms, provisions, conditions, and covenants of this Agreement, including but not limited to, collection of attorney's fees. Tenant hereby assigns any liability insurance policy that he maintains which is required to satisfy Tenant's obligations under this Agreement.

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(Signature of Tenant)

## **RULES AND REGULATIONS for RENTING THE DEPOT**

To ensure that the Premises are properly maintained, the following rules and regulations shall apply to any request to utilize the Premises:

1. An interested party should contact Downtown Morehead City, Inc. on behalf of the Town of Morehead City (hereafter Landlord) at (252) 808-0440, or 1001 Arendell St., Morehead City, NC 28557 regarding availability of dates and times. The Premises shall be available on a first come, first served basis and the hours of availability are Monday through Sunday. The Premises must be reserved. Equal Opportunity for all to apply.
2. A Reservation Agreement must be filled out and submitted to DMC, Inc. with a deposit check for \$100 made out to the **Town of Morehead City**. Full payment is required for depot rental when turning in your Reservation Agreement. A key code will be provided prior to the event. **(NOTE: A SEPARATE CHECK SHOULD BE MADE OUT FOR EACH OF THE FOLLOWING: 1) RENTAL HOURS, 2) DEPOSIT, 3) ADMINSTRATIVE FEE, AND 4) ALCOHOL FEE)**
3. Reservations must be made for the total time required in the Depot, including set up and take down and cleaning. Landlord **does not set up, take down or clean up**. Tenant must reserve enough time in the Depot to set up for the event and to clean up after the event. A two-hour minimum is required for reservation of the Depot.
4. At least one (1) of the persons that reserved the Premises must be always present during the function.
5. Children must be always supervised to ensure none of the property is damaged in any way.
6. Children allowed to play in the park play area must be supervised, and DMC, Inc. or the Town of Morehead City is not responsible for any injury or accidents.
7. **No smoking** is allowed in or about the Premises.
8. If candles are burned, they must be in containers.
9. **Nothing** may be nailed, taped, or attached to the walls or to the lighting fixtures.
10. **Do not drag tables or chairs across the floor.**
11. **If alcoholic beverages are being served or present at the function, you must pay an additional \$80.00 to cover the depot's liability. REMEMBER—THE \$80 IS TO COVER DEPOT LIABILITY. IT DOES NOT COVER THE TENANT'S LIABILITY. CHECK WITH YOUR INSURANCE AGENT FOR YOUR COVERAGE.** At all times, the Tenant shall oversee the dispensing and use of alcoholic beverages on or about the Premises and shall make sure that all persons consuming such beverages are above the age of twenty-one (21) years. The Landlord reserves the right to make additional requirements in the event of the use of a keg and/or based upon expected attendance at the function.
12. Immediately after the function, the Tenant shall make sure that the Premises are cleaned of all the items the tenant brought in. In addition to the hourly rental fee, a **\$100 deposit is required of all tenants**. The \$100 security deposit is refundable/destroyed if the premises are left in substantially the same clean condition as it was prior to the event.
13. In the event of any damage to The Depot, the Tenant will bear full responsibility.
14. No loud music or other activity which constitutes a nuisance shall be allowed at the Premises. The determination of what constitutes a nuisance shall be in the sole discretion of the Landlord acting through its duly elected officers.
15. DMC, Inc. and Town of Morehead City Staff reserve the right to approve or deny requests for using the TV/Screen equipment. Equipment is only available with prior written request, including a detailed summary of intended uses. The tenant will be held fully responsible for any damages to equipment. Please contact the Depot Office with any questions.<sup>3</sup>
16. In the event of a violation of these rules, the Landlord reserves the right to immediately terminate the function and impose a damage fee to tenant.
17. The depot is rented on a first-come, first-served basis. If mailing the Rental Agreement send it to DMC, Inc., 1001 Arendell Street, Morehead City, NC 28557

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(Signature of Tenant)

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(Date)