



City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Fax: (304) 725-1014 ♦ Web: www.charlestownwv.us

POLICY AND RESERVATIONS PROCEDURES AGREEMENT

AS OF OCTOBER 10 2019

Policy Statement:

It is the City of Charles Town's intent to make the second floor of Charles Washington Hall available to the public for civic, social, educational and cultural activities and limited commercial use. It is the intent of this Policy and the Charles Washington Hall Rental Agreement to provide for regulation and use policies and procedures to accommodate groups and/or individuals who wish to use the facility. Failure to comply with the policies and procedures set for in this agreement may result in revocation of a submitted or approved Reservation Request.

Reservation Procedures:

1. A completed Second Floor Rental Request Form, signed Charles Washington Hall Rental Agreement, and signed Policy and Reservations Procedures Agreement must be submitted to the City of Charles Town **at least 60 days prior to your event date** but can be submitted up to six months prior. Once received, it will be processed within 10 days and you will be informed of the cost of your rental. Full payment and all completed paperwork (including Vendor forms, if applicable) is required to confirm your reservation. Submission of a Request does NOT constitute approval.
2. Applicants acknowledge that the City of Charles Town assumes no liability for injury or loss or damage of personal property. Depending on the nature of an applicant's event, and when it is deemed to be in the best interests of the general public, the City of Charles Town may require the renter to furnish a Certificate of Insurance naming the City as additional insured in the amount of no less than \$1,000,000 per occurrence of commercial general liability insurance.
3. Depending on the nature of an applicant's event, the City of Charles Town also reserves the right to require a security deposit paid in full prior to approval of a Request. If a security deposit is required, it will be refunded upon inspection and approval of the cleaned facility and confirmation that no property damage has occurred or additional cleanup is required.
4. The Request, Rental Agreement and this Policy must be completed and signed by an adult, aged 21 or over who will attend, supervise and be responsible for the entire event or activities. Proof of non-profit status or other documentation may be required at the time of application to apply for "Public" rather than "Private" rental rates.
5. Approved Requests may not be transferred, assigned or otherwise sublet to another group, business or individual.
6. All persons, organizations, groups or businesses using the facility shall observe and obey all regulations of the policy and applicable City, State and Federal laws and regulations.

CHARLES WASHINGTON HALL
RENTAL AGREEMENT AND TERMS AND CONDITIONS
AS OF October 10, 2019

In consideration for renting the Second Floor of Charles Washington Hall on the date(s), time(s) and at the amount set forth on my Second Floor Rental Request Form, I agree to following terms and conditions:

Policy and Rental Procedures Agreement

1. I/We have read, understand and agree to abide by all terms and conditions specifically set forth in the Charles Washington Hall Policy and Reservations Procedures Agreement.

Rental Area

2. I/We understand the use of the facility includes, generally, the second floor of Charles Washington Hall and the lobby area just inside the entrance to the building on North George Street. Rental fees include utility costs. No attendees, agents or participants in any second-floor events may enter or exit through any other entrance to the building, unless prior arrangements have been made and approved by the City.

Rental Time

3. I/We understand that no one in my party, including any outside Vendors, is allowed access to the facility prior to the start of my rental time.

4. I/We understand that all members of my party, including outside Vendors, and any items brought into the facility must be cleared out and the facility fully vacated by rental end time.

5. I/We understand that I will be charged for any amount of time anyone associated with my event occupies or otherwise uses the facility before and/or after the start and end times on the Second Floor Rental Request Form.

6. I/We understand that if the event extends longer than the agreed upon time, I will alert the provided contact person of the new departure time.

Entry and Departure

7. I/We understand that we will be given a unique code via text to access the key to the George Street Entrance. I will maintain sole possession of that key until it is deposited back into the key lock box upon departure. I will incur any charges in case of a lost, stolen, or damaged key.

8. I/we will ensure all lights are turned off and doors are locked before placing key in the lock box. The doors adjacent to the elevator must be shut on the 1st and 2nd floor. The side entrance door must be locked. I/we will incur any charges for any damages or vandalism that occur as a result of failing to properly close and lock the side entrance door. In the event of any problem with locking the door, please communicate with the contact person.

Cleaning and Damage Assessment

9. I/We understand I am responsible for cleaning all areas and surfaces of the rented room following my event.

10. I/We understand that all trash and debris generated by my event must be removed from the facility at the end time of my event.

11. I/We understand that no items may be glued, taped, tacked, nailed or otherwise affixed to the walls, windows, furnishings or fixtures of the facility.

12. I/We understand that chairs and tables must be returned to their original configuration as found or as discussed with the City's rental agent prior to your event.

13. I/We understand the facility must be left in the same condition as it was prior to the rental and users are financially responsible for any damage to property or loss of property. A fee equal to the total replacement cost or costs for excessive cleanup will be charged. All trash and debris must be picked up and removed from the facility at the end time of the event.

14. I/We understand that a cleanup/damage assessment of the facility will be completed within three (3) business days after my rental or prior to another party occupying the facility. I will be given notice at that time of any additional cleanup fees or damage incurred for which I am financially responsible.

Food and Alcohol Use:

15. I/We understand that food and nonalcoholic beverages may be brought in and served so long as a plan for such activities is submitted with the Second Floor Rental Request Form and in accordance with this Agreement.

16. I/We understand prior approval is required for any rental with alcohol. I understand that any alcohol on facility grounds during an event without prior written approval will result in immediate termination of the event; possible criminal consequences and loss of security deposit. Violation of this term may also result in forfeiture of future use of facility.

17. I/We understand beer and wine may only be sold at Charles Washington Hall if an individual, organization, association or a non-profit obtains a special event, festival or fair permit through the West Virginia Alcohol Beverage Commission (ABC) in compliance with the ABC regulations. If the individual, organization, or association is hosting a private (not open to the public) event in which alcohol is provided free of charge, a permit will not be required. A certificate of insurance will be required in this instance.

18. I/we understand that if I am selling alcoholic beverages, I must obtain written permission by the City Manager and must request this at the time the facility request is submitted. The City reserves the right to place restrictions on the selling of alcoholic beverages in accordance with the State Law and these guidelines. "Alcohol use" means the presence of any beverage that contains any amount of alcohol.

19. I/we understand that if I am hosting a private (not open to the public) event in which alcohol will be provided free of charge, I must indicate this on the facility rental request. The City Reserves the right to place restrictions on the distribution of alcoholic beverages in accordance with the State Law and these guidelines. "Alcohol use" means the presence of any beverage that contains any amount of alcohol.

20. I/We understand the City shall require the applicant to carry general liability insurance. The City shall require evidence of full liquor liability insurance in the amount of \$1,000,000.00, in addition to general liability insurance when alcohol is on the premises and include a Waiver of Subrogation. The cost of the required liability insurance shall be borne by the applicant. ** Proof of insurance must be presented 10 days prior to event.

21. If a permit is required, I/we understand that the following must be provided: 1.A Copy of the ABC Permit obtained from the WVABCA and 2. A limited waiver of the city's open container law provided by the City Manager that is strictly limited to the time and place of the facility rental. These must be provided prior to the event date.

22. I/We understand alcohol is not allowed when an event is designated for minors such as school age award programs, birthday parties and/or receptions.

23. I/We understand the Charles Town city staff and Police shall have the authority to enforce all rules and regulations governing facility rentals. Charles Town City Staff monitoring the event has the authority to contact the police if they so deem that necessary. Where 100 or more attendees are anticipated, the City may require a Charles Town city staff member or police officer at the event.

24. I/We understand that no alcoholic beverage shall be served to any person less than 21 years of age. Injuries caused to any person as a result of alcoholic beverages being served to or consumed by someone under the age of 21 while on the City's premises, shall be the sole responsibility of the organization or individual renting the facility.

25. I/We understand the distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the ABC. Any organization using City facilities shall be solely responsible for obtaining all permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.
26. I/We understand alcohol may only be served by an adult 21 years of age or older. If evidence is found that alcohol is being served that was not authorized by the City or to a minor the Police will be notified, and the event will be terminated, and all fees and deposits will be forfeited.
27. I/We understand the use of alcohol shall be limited to only the second-floor event space of Charles Washington Hall and shall not be permitted in hallways, bathrooms, the first floor or outside. The waiver of the city's open container law is limited to the second-floor event space only and does not include the hallways, bathrooms, first-floor, or any area outside the rental facility.

Entrance Fees and Donations:

28. I/We understand that only Non-profit, 501 c 3 organizations may use the facility for fundraising activities and charge entrance fees and collect donations provided that a detailed plan of such activities is submitted with the Second Floor Rental Request Form.

Additional Terms:

29. I/We understand that if I use any outside Vendors for professional services (caterer, florist, furniture rental, etc.) in connection with my event and/or if my event involves Vendors selling items to attendees and/or the general public, that I must submit a completed Vendor Form for each Vendor to the City of Charles Town at least 10 days prior to the date of my event and that such third-party Vendors must have a City of Charles Town business license.
30. I/We understand that smoking is strictly prohibited in the facility and within 25 ft. of all entrances to the facility.
31. I/We understand that for events involving youth, 17 years and under, there shall be one adult for every 20 minors, or increments thereof, in attendance who shall remain on the premises for the duration of the event.
32. I/We understand that no gambling of any kind shall be conducted in the facility.
33. I/We understand the use of open flames is prohibited, including candles.
34. I/We understand the posted occupancy of the facility shall not be exceeded at any time.
35. I/We understand that no animals are permitted in the facility, except for service animals.
36. I/We understand the facility may be available on certain holidays at the discretion of the City.
37. I/We understand that all persons, organizations, groups or businesses using the Facility shall observe and obey all regulations, policies, and applicable City, State and Federal laws and regulations.

Contact Person: Liz Cook- 304-270-0174

Please retain these policies for your reference and return the signed CW Hall Contract to the City of Charles Town.



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Charles Washington Hall Contract

I have read both the Charles Washington Hall Policy and Reservations Procedures Agreement and the Charles Washington Hall Rental Agreement and Terms and Conditions in its entirety. I understand that I am required to comply with all rules, procedures, and terms as set forth in these agreements and understand that non-compliance may result in revocation of an approved reservation request, the non-return of security deposit fees (if applicable), other charges, or denial of future Requests. By signing below, I agree to indemnify and hold harmless the City of Charles Town and the Charles Town Building Commission against any and all liability, claim, loss or payment of any kind arising out of uses of the facility and actions that may be caused during my event.

Print Name: _____
Organization/Business: _____
Event Date: _____
Signature: _____
Date: _____

In order to gain entry into the hall, please provide a cell phone contact number. We will send this number a unique code for access to they key lock box.
