



3503 David Cox Road, Suite A, • Charlotte, NC 28269
Office: (704) 494-4115
After Hours: (980) 226-0907

Application for Use of Facility

Name of Organization or Individual Leasing Facility: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Business Phone: _____

Type of Activity to be held: _____

Is this an Activity for a Minor? _____ (Yes) _____ (No)

Time to begin Activity: _____ Time to end Activity: _____

Date of Activity: _____ Number of persons attending: _____

*Name of Event Coordinator: _____ Phone: _____

*Name of Caterer: _____ Business Phone: _____

This request is for use of the following areas and equipment:

_____ Common Area _____ Popcorn Machine

Person making request _____

Please Note: Signature below indicates you have read and understand the **Facility Use and Fee Statement**.

Signature: _____ Date: _____

*Complete only if applicable to event

For Office Use Only

Request Processed by _____

Approved by _____

Deposit Received by _____ Date _____ Amount \$ _____

Rental payment Received by _____ Date _____ Amount \$ _____

Placed on Office Calendar by _____ Date _____

Placed On Website Calendar by _____ Date _____

Initials _____



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Facility Use and Fee Statement

The AfterSchool Construction Zone is available for rental Friday late afternoons, Saturdays and Sundays from 8:00 AM until midnight. The facility is available for meetings, closed parties and other child friendly events as deemed appropriate by management. Rental of the facility includes the restrooms, the parking lot, and the set up of tables and chairs. Pre-cleaning of the facility is also included in the rental price.

Rental Rates

Normal Rental

Three (3) consecutive hours (including preparation time) \$150.00
Additional hours \$50/hour

Full Day Rental Twelve (12) consecutive hours \$725

Late Charge Exceeding contract rental time per quarter hour \$15.00

Popcorn Machine Applicable only if used 25.00

Application and Deposit

Prior to an event, the organization or individual renting the facility (Hereafter referred to as “Lessee”) must submit an application and pay a \$50.00 deposit to reserve the facility. The AfterSchool Construction Zone is not reserved until the \$50.00 deposit has been paid. All Lessees must be at least twenty-one (21) years of age.

The deposit is not part of the Rental Fee. It **will not be refunded.**

Ticket Sales

The facility cannot be used for any function where tickets are publicly advertised through radio, television, or print media or where tickets will be sold at the door, without prior approval from The AfterSchool Construction Zone (“Lessor”).

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Payment of Rental Fee

The full rental fee is due seven (7) days before the event. If the full rental is not paid when due, the Lessor reserves the right to cancel the rental or impose a late fee of \$25.00. Lessee agrees to reimburse Lessor for any and all banks charges associated with recovery of lessee dishonored checks.

Cancellation Policy

Lessee agrees that should it cancel this agreement or commitment altogether, liquidated damage fees shall be paid to the Lessor by Lessee. The following schedule represents a reasonable effort on behalf of Lessor to establish its actual damages for such cancellation:

- If cancellation between date of signing agreement and 30 days before the date of rental, lessee shall be entitled to 50% of any monies paid (excluding deposit).
- If cancellation is 30 -15 days before the date of rental, lessee shall be entitled to 25% of any monies paid (excluding deposit).
- If cancellation is 15 days or less no refund of any fees whatsoever.

Security

Lessor reserves the right to require police security for certain events. Expenses for such security will be the responsibility of the Lessee sponsoring the event. Up to two (2) ASCZ management staff members will be present during the entire event.

Set Up Time

Lessee's set up time for decorating, setting up for food, the band or DJ is included in the rental time period. It is the Lessee's responsibility to ensure that the caterers, band and/or DJ set up is during the allocated time. The Lessee must pay for additional time required for set up. ASCZ management staff members are prohibited from assisting in any set up or removal of personal belongings.

Decorations

Decorations cannot be attached to the walls or doors. Decorations must not pose a fire or safety hazard. Lessor reserves the right to disapprove any decoration that may damage the facility or pose a fire or safety hazard. Tablecloths are not included in the rental fee and will not be furnished. Lessee is totally responsible for all table coverings and any other decorations that may be used.

Maintenance

It is expected that the Lessee will inform the Lessor of any item that is inoperable, out of place or needs to be removed.

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Use of the Facility by Minors

If an adult (minimum age 21 years of age) has leased the facility for the use by persons under the age of twenty-one (21), proper adult supervision is required throughout the event. Prior to the approval of the application, an adult must make arrangements for supervision and the Lessor must approve that supervision. For some functions, police protection maybe necessary and required by the Lessor. Failure to adhere to these provisions could result in the cancellation of the event by the Lessor and forfeiture of all funds paid by Lessee.

Clean Up

The Lessee is responsible for cleaning and must remove all tablecloths, disposable tableware and decorations. The Lessee also must wipe off all tables and empty all trash container(s) and place in outside garbage container(s). The Lessor will provide trash container(s) and bag(s). Caterers, musicians and DJ's must remove their equipment from the facility within the allotted rental time. Late fees will be charged to the Lessee at the specified rate if additional time is needed.

Prohibition

Lessee agrees to comply with all laws, ordinances, and regulation governing its activities while on the premises. Lessee understands and agrees that tobacco use of any kind inside the facility, possession of illicit drugs any, possession of any weapons, alcohol consumption outside the facility and any other act punishable by law is strictly prohibited. Lessee understands and agrees that any violation of this paragraph by lessee or anyone shall constitute grounds for immediate termination of this rental agreement and shall subject lessee to immediate removal from the premises. In the event of a cancellation due to a violation in this paragraph, lessee understands and agrees that Lessor will not refund the rental fee.

Liability Clause

The Lessee hereby agrees to fully indemnify the Lessor or Lessor's officers or directors for any and all damage to or loss of property and liability associated with the rental of the facility use during the term of this Agreement whether caused by fire, theft, flood, vandalism, or any other cause, except that which shall be determined to have been caused by a fault or deficiency of the rented property, accessories, or equipment.

Remittance

The Facility and Use Fee Statement along with the Application constitute one agreement and must be received to secure the requested facility rental. The Facility and Use Fee Statement along with the Application should be mailed to address listed below along with a fifty dollar (\$50.00) deposit. Make checks payable to: **The AfterSchool Construction Zone.**

The Facility and Use Fee Statement, the application and deposit fee should be mailed to:

The AfterSchool Construction Zone

3503 A David Cox Road

Charlotte, NC 28269

For questions about remittance of documents and funds, please call (704) 494-4115.

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Attorney Fees

Lessee agrees to pay any attorney fees incurred by Lessor in the event an attorney is hired to enforce any provision of this agreement or if Lessor is forced to defend an action attributed in any such way to Lessee.

Forum

This agreement shall be construed according to the laws of the State of North Carolina.

Entire Agreement

This Agreement represents the entire agreement between the Parties. There are no promises, inducements, representations, or warranties not expressly stated herein. This Agreement may not be modified except by written instrument signed by all of the Parties hereto. This Agreement supersedes any prior understandings or written or oral agreements between the Parties respecting the Receivables, or the rights and obligations of the Parties hereto.

Acknowledgement

This RENTAL AGREEMENT ("The Facility and Use Fee Statement ") is entered into this _____ day of _____, 2_____

Lessee (Signature)

Lessor (Signature), On behalf of The AfterSchool Construction Zone