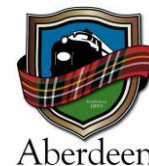


**Aberdeen Parks and Recreation Department
Malcolm Blue Rental Agreement**



The Malcolm Blue Farm is available for special events by filling out this form and turning it into the Aberdeen Parks and Recreation Department, along with the rental fee. Rentals will be granted based on availability, and appropriateness of the event. The grounds, which include the restrooms and concession stand, and the Pack House can be rented between the hours of 8 a.m. and 10 p.m. There is no lighting available on the property.

Payment Policy

A reservation is not made official until the Aberdeen Parks and Recreation Department receives a **completed rental agreement** and **all fees associated with the rental**. **No date is reserved until confirmed by APRD.**

Inclement Weather Policy

If a facility cannot be used during the original rental time, due to inclement weather, the renter will be allowed to choose another available date/time. If date/time is not available, or needed, a full refund will be given. This policy only pertains to actual inclement weather conditions, not a perceived threat of inclement weather.

Fees

Malcolm Blue Farm Grounds (to include restrooms/concession stand)	\$350.00
Grounds Deposit	\$100.00
Pack House	\$100.00
Pack House Deposit	\$100.00
Trash/Recycling Bins	\$30/bin

Rules and Requirements

1. All buildings and structures, save for those that are part of the rental, are off limits to renters and their guests.
2. Any tent, canopy, or membrane structure erected that measures 20' long OR wide, must be inspected. The Aberdeen Planning and Inspections Department (944-7024) will inspect tents free of charge, provided the inspection is done during normal business hours, and they are given at least 48 hours notice.
3. No decorations can be taped, tacked, or stapled to any structures.
4. Setup and cleanup must be included in rental times. The property must be left as found, or renter will risk losing security deposit.
5. All trash and recycling must be placed in the proper receptacles.
6. No grills, fryers, or cookers may be brought onto the property. No open flame is permitted on the premises.
7. Any outside vendors must provide the Aberdeen Parks and Recreation Department with proof of Commercial General Liability Insurance of at least \$1 million per occurrence.
8. No persons/groups/businesses may charge a fee or cost of any kind to attend an event at this facility. Fundraisers or commercial enterprises are not permitted uses of parks. No donations, selling tickets, or collecting money can occur in the park, or ahead of event. This rule does not apply to schools, government entities, churches, and qualified nonprofit organizations exhibiting proof of 501(c) status at time of application, subject to approval by the Parks and Recreation Director.
9. If you encounter any issues or emergency situations, please call 911.

Please read carefully and sign: THIS IS A BINDING CONTRACT BETWEEN THE TOWN OF ABERDEEN and the PERSON/ORGANIZATION SIGNING BELOW. I have read this form, and had the opportunity to ask any questions I may have about this form.

I understand and agree to comply with all above stated rules, regulations, and conditions of rental. I agree to be the responsible party for this rental, and accept all conditions and responsibilities included.

Signature _____ Facility _____

Print Name _____ Type of Function _____

Organization (if applicable) _____ **Rental Date/Time** _____

Address _____ Est. Number Attending _____

City, St. _____ ****Staff Only: Accepted By:** _____ **Date:** _____

Zip Code _____ **Fees Paid:** _____

Phone _____ **Refund Requested :** _____ **Date** _____ **Staff** _____

**Town of Aberdeen
Release and Indemnity Agreement for Facility Use**

WHEREAS, the undersigned has requested the use of services, equipment, facilities belonging to or under the auspices of the Town of Aberdeen, North Carolina, and do engage in activities for the exclusive benefit of the undersigned; and

It is expressly agreed and understood that this RELEASE AND INDEMNITY Agreement shall apply for the express purpose of precluding forever all claims, suits, demands, damages, and causes of action that I or my heirs, next of kin, executors, administrators, estate, agents and assigns and representatives of any nature whatsoever might otherwise assert against any of the Town of Aberdeen, its agents elected and appointed officials, employees and volunteers as a result of my use of Town of Aberdeen Property.

NOW, THEREFORE, In consideration of the mutual promises or other good and valuable consideration, the undersigned does hereby for themselves, their heirs, executor, employers, successors of himself or of his employees, administrators, and personal representatives, I understand and agree to the following:

I, _____ (name of renter/event manager/company official) assume full responsibility for my death or injuries, both to my person and to my property, whether foreseeable or not, which may occur directly or indirectly or develop at any time in the future as a result of the use of the _____ (facility).

I, _____ (name of renter/event manager/company official) assume all responsibility for each individual during the rental/event/use of the _____ (facility) on the _____ day of _____, _____.

I do hereby fully and forever release, discharge and hold harmless the Town of Aberdeen, its agents, elected and appointed officials, employees and volunteers from any and all claims, suits, demands, damages and causes of action, present or future, foreseeable or unforeseeable resulting from or arising out of the above described activity, rental or use by the renter/event manager/company official or by any third parties.

I do further agree to defend and indemnify the Town of Aberdeen for any costs, damages, losses penalties, settlement costs, charges, professional fees or other expenses or liabilities of every kind incurred as a result of any personal injury or property damage resulting from or arising out of the above described activity, rental or use, such costs to include reasonable attorneys' fees.

I, _____ (name of renter/event manager/company official) hereby declare that the terms of this Release and Indemnity Agreement have been explained to me and all of my questions have been answered (if any), fully read and understood by me, and freely and voluntarily entered into and accepted by me, and I hereby acknowledge receipt of a copy of this agreement. This agreement shall be in full force and effect any time after the execution thereof.

Responsible Party

Date