

**STATE OF NORTH CAROLINA  
COUNTY OF RUTHERFORD**

**LICENSE AGREEMENT FOR  
FOREST CITY CLUBHOUSE**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_  
By and between the Town of Forest City, hereinafter referred to as the Town, and

\_\_\_\_\_

hereinafter collectively referred to as the licensee whether one or more individuals or entities;

**WITNESSETH:**

THAT WHEREAS, the Town is the owner of the real property, commonly known as the Forest City Clubhouse on Westview Street in the Town of Forest City; and

WHEREAS, the town has decided to make the property available to citizens for their use for private meetings and gatherings; and

WHEREAS, the licensee has requested to use the property for the following purpose or type of function: \_\_\_\_\_; and

WHEREAS, the town has decided to allow the use of the clubhouse for the above stated purpose or function only during the time hereinafter set out.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. The town hereby grants to licensee a license to occupy and use, subject to all the terms and conditions of this agreement, the clubhouse building only for the purpose or function listed above, and for incidental purposes related to such function or purpose, on the following day(s) between the hours or times listed which includes the time needed for preparation of the premises for the purpose or function stated above:

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

Between the hours of \_\_\_\_\_

Contact Person \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

2. Licensee shall pay the town for this license a user fee of the following rates in advance of use:

General Use	China
\$150.00 Interior	\$1.00 per place setting
\$ 25.00 Small room only	\$35.00 per hour for security officer <i>if alcohol on premises</i>

Alcohol consumption is not allowed outside of the Clubhouse building.

It shall be the responsibility of the licensee to secure the clubhouse key prior to the function. If the function is to be held on Saturday or Sunday, the key must be picked up on Friday.

3. *The town reserves the right, after taking into consideration the type of use to be made of the premises, the number of individuals attending, the time of use, the expectations of those living in the neighborhood and any other consideration deemed appropriate by the town, to require a \$35.00 per hour fee in order for the town to provide an off duty Forest City Police Office to act as a security officer and to be in attendance during the function or gathering and to monitor the function to prevent and deter any undesirable situation or occurrence from happening during the function or gathering.*

Security officer required	YES	NO
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4. The licensee, prior to the function, shall deposit with the town a security deposit in the amount of \$100.00 to be held by the town and applied toward any damage caused to the clubhouse during the time held by the licensee, or toward any necessary clean-up expenses following the function. ***The deposit shall be retained, and if no repairs or clean up by the town is required, the \$100.00 deposit will be refunded. If extra cleaning is required the licensee will be billed for the cost***
5. The town reserves the right to terminate this agreement and the licensee herein granted at any time upon providing notice to the licensee or their guests. In the event of termination by the town, any funds paid shall be returned to the licensee if terminated prior to the start of the function for which the premises were requested, and pro-rated for the period of actual use in the event of termination after the start of the function, provided there are no other costs for which licensee has become liable to the town.
6. Licensee acknowledges that he has inspected the premises and they are safe and suitable for the function or purpose for which the premises are to be used.
7. Licensee shall indemnify and hold the town harmless from and against any and all cost and liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the premises

covered by this license, or any means of ingress to and egress from such premises, except liability for personal injuries, property damages, or loss of life or property caused solely by the negligence of the town or its employees, including all costs and reasonable attorneys fees incurred by the town in the defense of any claim made against it for any such damage, injury or loss of life.

8. It is understood that the license is personal to the licensee and may not be transferred or assigned and shall not inure to the benefit of any successors or assigns of the licensee.
9. The licensee is hereby given notice that 13-1 of the Forest City Code of Ordinances criminally forbids the consumption of spirituous liquor upon the clubhouse premises or any other property owned or controlled by the Town of Forest City; and the State law also controls the consumption and possession of alcoholic beverages of all types. Licensee hereby agrees to comply with all laws and regulations concerning the consumption of alcoholic beverages on the premises and agrees to be responsible for any such use during the time of this license.
10. The licensee is also hereby given notice that 12-77(3) of the Forest City Code of Ordinances prohibits the playing of any radio, phonograph, or any other musical instrument in such manner or with such volume during the hours of 11:00 PM and 7:00 AM.
11. It is agreed and understood that the town is not a host or sponsor of the function or gathering held by the licensee on the premises and expressly does not assume any liability for any damage or personal injury or loss of life caused by licensee, their guests or any others allowed or coming on the premises during the time of licensee's use.
12. This agreement shall constitute the entire agreement between the parties and there are no other understandings, representations or inducements of any kind preceding the execution of this agreement.

Signed and sealed the day and year first above written.

\_\_\_\_\_  
Licensee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved by