

Harriet Gertrude Bird Clubhouse and Playground Use Agreement

Introduction:

The Harriet Gertrude Bird Clubhouse and Playground Use Agreement ("Agreement"), effective as of _____ is entered into between the Town of Newcastle ("Town") and individuals and parties ("Renter") utilizing the Harriet Bird Clubhouse ("Clubhouse") for recreational purposes. This Agreement outlines the terms and conditions governing the use of the Clubhouse by Renter.

1. Facility Usage:

- 1.1. Renter is granted access to the Harriet Bird Clubhouse on _____.
- 1.2. Renter shall adhere to all rules and regulations posted within the Clubhouse premises.
- 1.3. The Town reserves the right to limit access or temporarily close the Clubhouse for maintenance, safety, or other valid reasons.

2. Code of Conduct:

- 2.1. Renter shall conduct themselves in a respectful and courteous manner towards other users and Town staff.
- 2.2. Renter shall refrain from engaging in any behavior that may cause harm to individuals or damage to property.
- 2.3. Any violations of the code of conduct may result in the immediate removal of Renter from the premises and possible suspension of access privileges.

3. Liability:

- 3.1. Renter utilizes the Harriet Bird Clubhouse at their own risk.
- 3.2. The Town shall not be held liable for any injuries, accidents, or damages sustained by Renter while utilizing the Clubhouse, except in cases of proven negligence on the part of the Town.

- 3.3. Renter is encouraged to obtain personal insurance coverage for any potential risks associated with Clubhouse usage.

4. Fees and Charges:

- 4.1. Renter is required to pay a fee of \$75 for access to the Harriet Bird Clubhouse and property amenities.
- 4.2. Renter shall also provide a refundable deposit of \$125 to ensure the proper upkeep of our facilities. To receive a full deposit refund, please adhere to guidelines outlined in the “Keeping Our Facility Clean: A Guide to Receiving Your Deposit Refund” document attached to this agreement.
- 4.3. Renter shall adhere to all payment deadlines and requirements specified by the Town.

5. Reservation and Cancellation:

- 5.1. Renter is required to make a reservation and sign the agreement for use of the Harriet Bird Clubhouse or specific activities in advance.
- 5.2. Cancellations of reservations must be made within 48 hours of the specified timeframe to avoid penalty fees, if applicable.

6. Compliance with Laws:

- 6.1. Renter shall comply with all federal, state, and local laws while utilizing the Harriet Bird Clubhouse.
- 6.2. Any illegal activities on Clubhouse premises will result in immediate termination of access privileges and may lead to legal action.

7. Governing Law:

- 7.1. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Town is located.

8. Entire Agreement:

- 8.1. This Agreement constitutes the entire understanding between the Town and Renter regarding the use of the Harriet Bird Clubhouse and supersedes all prior agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Town of Newcastle: _____

Renter: _____

Mailing Address: _____

Email: _____

Phone: _____