



205 Jackson Rd • PO Box 1065 • Dunn, North Carolina 28335
(910) 892-2976 • CityofDunn.org

GYM RENTAL LEASE AGREEMENT

PLEASE READ THE TERMS & CONDITIONS OF LEASING BEFORE SIGNING LEASE AGREEMENT.

PLEASE FILL OUT THE ATTACHED APPLICATION (Page 4) & THE LEASE AGREEMENT (Page 5). PLEASE FILL OUT THE ENVELOPE WITH THE NAME AND ADDRESS OF WHERE YOU WANT THE DEPOSIT CHECK RETURNED. RETURN ALL THIS TO THE DUNN RECREATION DEPARTMENT.

THE RENT MONEY IS DUE 2 WEEKS – TEN (10) WORKING DAYS - BEFORE THE DATE OF THE EVENT. PLEASE MAKE A NOTE TO BRING THE RENT MONEY IN ON TIME. IF THE RENT MONEY IS NOT PAID BY THE 2 WEEK – TEN (10) WORKING DAYS DEADLINE THEN IT MUST BE PAID IN CASH. NO CHECKS WILL BE ACCEPTED FOR THE RENT PAST THE 2 WEEKS – TEN (10) WORKING DAYS DATE.

PLEASE KEEP THE TERMS AND CONDITIONS OF LEASING AND READ THEM SO THAT YOU UNDERSTAND WHAT IS EXPECTED FROM YOU THE LESSEE.

PLEASE MAKE A COPY OF THE APPLICATION AND THE LEASE AGREEMENT FOR YOUR RECORDS.

Terms & Conditions of Leasing The Gym In The Dr. P.K. Vyas M.D. Recreation Center

- ❑ All applications for use of the Gym must be made on the booking form attached and forwarded, along with the lease agreement, deposit check and the deposit check return envelope, to:

City of Dunn
Dunn Recreation Department
PO Box 1065
Dunn, NC, 28335

The Booking Authority reserves the right to refuse any application without stating their reason for doing so and reserves the right to impose special conditions where the nature of the application in their opinion so demands.

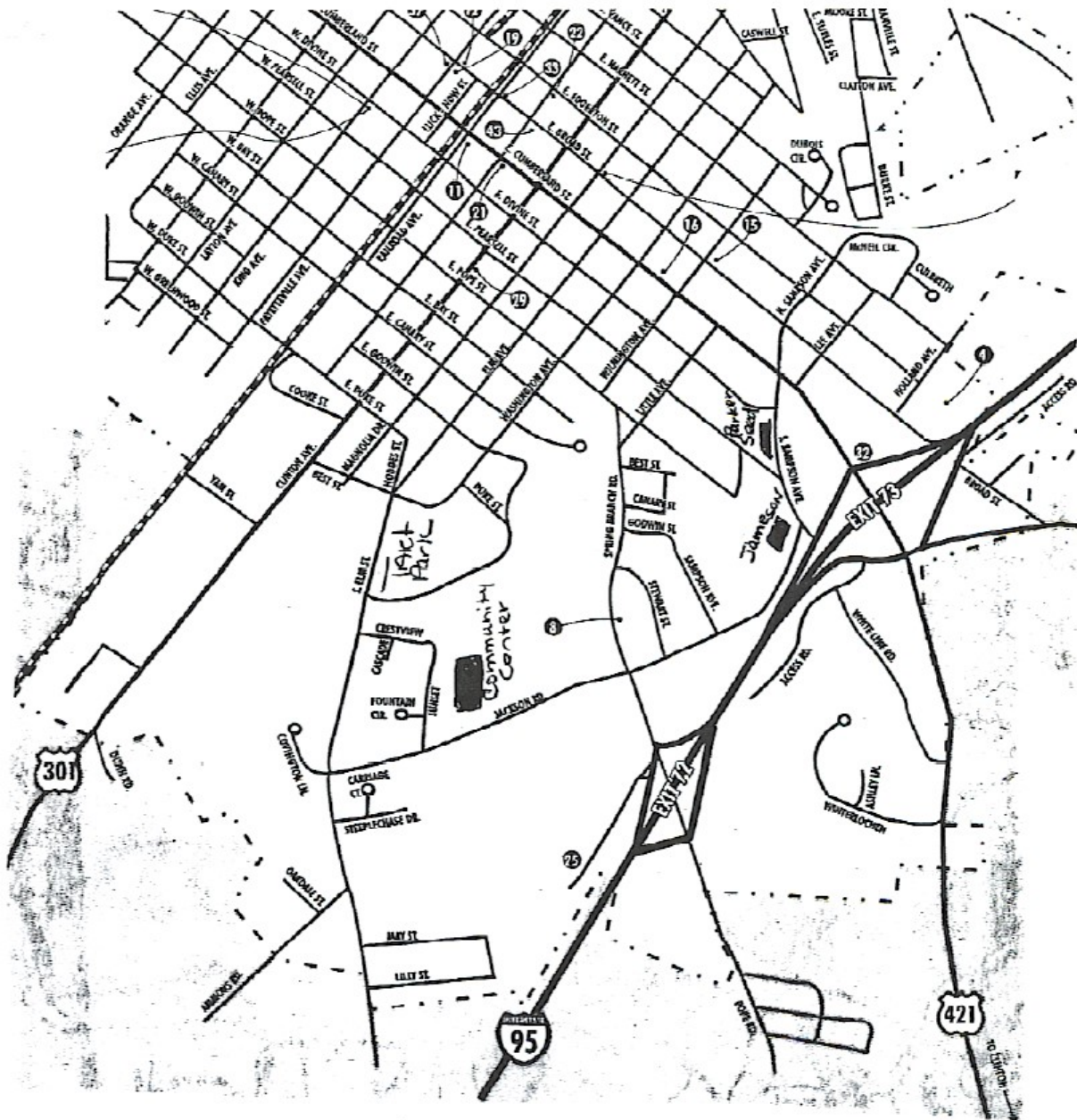
- ❑ If the authority accepts the application the Organization and the Contact Person whose name appears on the booking form shall be deemed to be the lessee and shall be jointly and severally liable and responsible for

all charges and payments and for compliance with these regulations and conditions. Additionally, the deposit will be kept to cover all loss or damages.

- ❑ **Rental for sports related events only which includes but is not limited to basketball or volleyball tournaments, cheerleading competitions, etc.**
- ❑ **A deposit in the amount of \$100.00 must accompany the application and lease agreement in order to secure the rental date. If the application is accepted a rental fee of \$40.00 per hour must be received at least 2 weeks - ten (10) working days prior to the event, if not then the rent money must be paid in cash. No checks will be accepted beyond the 2 weeks - ten (10) working days date.**

- ❑ **Checks** must be made payable to the City of Dunn.
- ❑ If the Lessee cancels the event, the deposit will not be refunded, unless the event is canceled in writing at least three weeks prior to the event date. The city will use the postmark date.
- ❑ Litter must not be left in or around the premises or the lessor will keep the deposit to cover the cost of clean up.
- ❑ The city shall not discriminate against users based on race, gender, color, creed, religion, national origin or political affiliation, nor shall it lease to those who do.
- ❑ The **Gym in the Dr. P.K. Vyas M.D. Recreation Center** shall not be used for any unlawful or offensive purposes and all users must abide by local, state and federal laws.
- ❑ **No alcoholic beverages, smoking, or firearms allowed on premises.**

- ❑ Any city-owned equipment or other property destroyed, stolen or abused while the Gym is leased to a user shall be replaced and/or repaired by the user.
- ❑ Any privately-owned equipment shall be brought in, set up and then taken out by the user at the conclusion of the lease period and shall not be left over or stored on the premises.
- ❑ Use of the Gym shall be restricted to the lessee and their invited guests. The Lessee shall not sublease or assign use of the premises.
- ❑ Hours of operation are Monday, Tuesday & Thursday from 6 a.m. until 8 p.m., Wednesday & Friday from 6 a.m. until 5 p.m. and Saturday from 8 a.m. until 3 p.m., any hours not mentioned above to be used for rental will be determined on an individual event basis and must meet city approval.



**Directions to Dunn Community Center and
Dr. P.K. Nyas Recreation Center**

From I-95 headed North:
Take Exit 72; Turn Left onto Spring Branch Rd; Take First street on Left which is Jackson Rd. Community Center will be on the Right.

From I 95 headed South:
Take Exit 72; Turn Right onto Spring Branch Road; Take First street on Left which is Jackson Rd. Community Center will be on the Right.

Hwy 421 coming from Erwin:

- Turn Right onto Clinton Ave (US 301); Turn Left onto Pope Street; Turn Right onto Elm Avenue; continue on Elm Street; Turn Left onto Jackson Rd, past Tart Park; Community Center will be on the Left.
- Turn Right onto South Sampson Avenue; Turn Left onto Jackson Road at the Jameson Inn; Continue past Stop Sign and Community Center will be on the Right.

City of Dunn
Dr. P.K. Vyas M.D. Recreation Center
Post Office Box 1065
Dunn, NC 28335
(910) 892-2976 Fax (910) 892-7001

(Application For Use)

Date of Application: _____

Date of Event: _____

Name of Event _____

Name of Lessee _____

Mailing Address _____

City: _____ State _____ Zip _____

Phone _____ Email _____

Description of Function

Event Start Time _____

Event End Time _____

Please return this application along with the attached lease agreement and the \$100.00 deposit check and retain the Terms and Conditions of Hire for your reference. **We recommend that you retain a photocopy of all forms for your records.**

I have read the Terms and Conditions of hire and confirm that the organization on whose behalf I am applying accepts with reservation.

Signature

Organization

RENT & DEPOSIT

Lessee promises to pay Lessor the rental sum of Forty Dollars (\$40.00) per hour which sum is to be paid upon Lessee’s execution of this agreement or at least ten (10) days prior to the event.

Lessee shall further deposit with the Lessor the sum of One Hundred Dollars (\$100.00) from which Lessor may deduct the cost of any damage, repair, or cleaning required as a result of the Lessee’s failure to return the premises in the conditions required by this Agreement. The balance of the deposit shall be returned to the Lessee.

OTHER TERMS & CONDITIONS

Lessee will pay the costs, as determined by the Lessor, of repairing any damage, which may be done to the premises or any fixtures, furniture or furnishings thereof by an act of Lessee or anyone visiting the Premises. If the premises are not cleaned properly as determined by Lessor, the Lessee’s deposit shall be applied to the total cost of cleaning the building as well as for the cost to repair any other damages as provided for in this Agreement. The Lessee’s liability shall not be limited to the amount of cash deposit. Any necessary expenses exceeding the deposit shall be borne by the Lessee and shall be due and payable within 30 days of the receipt of any invoice from the Lessor.

The Lessee stipulates that he has examined the premises prior to the execution of this Agreement and is satisfied with the physical condition of said premises, and Lessee’s taking possession thereof shall be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

The Lessee shall assume all risks instant to or in connection with the activity to be conducted hereunder and shall be solely responsible for all accidents or injuries whatsoever of any nature or kind to persons or property caused by its use of these premises. The Lessee further agrees to indemnify the Lessor and save it harmless from any and all claims or liability for personal injuries or other damages to any person, including injuries resulting in the death of any person which injury or death is occasioned by or in connection with the use of the premises herein rented. The Lessee further assumes full responsibility for the character, acts and conduct of all persons admitted to said premises by the consent of the Lessee.

In renting the premises, Lessor does not relinquish the right to control the management thereof, and to enforce all necessary and property rules for management and operation of the same, and Lessor, through its director, policemen, firemen and other designated representatives, shall have the right at any time to enter any portion of said premises for any purpose whatsoever.

Lessee agrees to abide by all Terms and Conditions of the Dr. P.K. Vyas M.D. Recreation Center Gym, which are incorporated herein by reference and made a part of this Agreement.

In witness whereof, the parties have agreed upon the above written:

Signature of Lessee: _____ Date: _____

Signature of Lessor: _____ Date: _____
(City Of Dunn/Recreation Department Official)

By: _____ Date: _____
(City Manager)