It is the City of McMechen’s desire that all patrons who periodically use the City’s gym are able to enjoy the facility. This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization on whose behalf the gym rental is being made (collectively the “Renter”) are responsible for compliance with this agreement. All Renters are required to read and sign the Conditions of Use as part of the rental and before the facility can be used by the renter. Please read carefully, fill out Rental Information Section, read Conditions of Use and sign in the signature page at the end of this document.

**Rental Fees**

The City of McMechen charges for use of the gym:

* $25 per hour if group/entity using the gym is 10 or less persons for athletic purposes (requires waivers to be signed by each individual using the gym)
* $50 per hour if group exceeds 10 people for athletic purposes (requires waivers to be signed by each individual using the gym)
* $100 per hour for all events, including but not limited to tournaments, craft/vendor fairs, bridal/baby showers, and similar events. (Renter assumes all liability for events by signing this agreement.)
  + If use of tables and/or chairs are required, renter will need to pay a deposit of $150 to be returned after use as long as conditions of use are met.
  + User is responsible for setting up and taking down all chairs and/or tables used
  + Rental includes set up one hour before and clean-up one hour after at no charge

Please contact the city at 304-232-3140 regarding questions or issues regarding the gym rental.

**Rental Information**

Renter Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Phone Number(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date and Times Requested: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Use of Tables and Chairs: \_\_\_ YES \_\_\_NO

Event/Group/Reason for Usage: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Conditions of Use**

1. A Facility is not considered rented until (1) Renter delivers to the City of McMechen the Rental Information and Conditions of Use form, rental fee, and all signed waiver forms by those using the facility or presents record of liability on behalf of the renter for use of the facility; and (2) the City of McMechen, in its sole discretion, approves such rental in writing.
2. A person who is at least eighteen (18) years of age must sign this agreement. The person who signs this agreement on behalf of a corporation, non-profit, or any other organization must be legally authorized to bind the organization in a contractual agreement. And at least one person over the age of eighteen must be present in the gym at all times of the rental agreement.
3. If renter owes the City of McMechen any fees or fines, those must be paid in full before rental of the gym.
4. Renter is responsible for ensuring all doors leading outside are closed and locked, all trash (including restrooms) is taken outside and placed in designated area, floors swept and messes cleaned up, all lights are turned off, the kitchenette area is to have all perishable food renter has brought in as part of the rental removed and that the facility is to be left in the same condition as it was upon beginning of rental time.
5. At no time are persons using the gym to be on the stage or running the halls of the city building during use of the facility. Renter is responsible for managing all persons in this manner and ensuring they stay within the gym space during use.
6. Renter shall be responsible for any and all damage to the facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, renter shall be charged for any and all janitorial and/or repair fees incurred by the City of McMechen as a result of damage or excessive cleaning, and if a damage deposit has been taken by the City, these fees will be deducted from the deposit.
7. Gambling of any kind is not permitted at the facility.
8. Smoking is not permitted at the facility.
9. Alcohol is not permitted at the facility.

**Signature**

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all the aforementioned rules, regulations and conditions of use.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CITY OF MCMECHEN USE ONLY**

Rental fee \_\_\_\_\_ Deposit \_\_\_\_\_\_\_\_\_ Total paid \_\_\_\_\_

Deposit returned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved \_\_\_\_\_\_\_ Disapproved \_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_