



**TRANSYLVANIA COUNTY  
PARKS AND RECREATION**

<b>Date Rec'd</b>	/ /
<b>Staff Initials</b>	

**Rental Application & Contract for Silvermont Mansion**

Name of your Event:		
Date (s) of Event:		
Beginning Time (Including Setup): (hourly increments)	Ending Time (Including Breakdown & Cleaning): (hourly increments)	
Number of People Expected (children and adults) :		
Name of Individual /Organization Making Request:		
Name of Contact Person:		
Mailing Address:		
Mobile Phone #:	Alternate Phone #:	
Email address:		
Describe in detail type(s) of event/activities below (attach additional pages if necessary):		
Is your event open to the public?	If yes, upon review of your application you might be required to provide insurance for your event.	
<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> </table>		Yes
Yes	No	
Do you plan on having outside vendors? (ex. Caterers)	If yes, you must provide a copy of their insurance in advance to the Parks & Recreation Department.	
<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> </table>		Yes
Yes	No	

**RENTAL PROCESS**

INITIAL \_\_\_\_\_

1. Applications for Silvermont Mansion use must be made in person at the Parks & Recreation Department office located at 1078 Ecusta Rd, Brevard, NC.
2. When filling out the application for the rental, include enough time for delivery of supplies, set-up, clean-up and take-down.
3. Only full-time recreation staff can approve/deny your request. Filling out this form does not guarantee your rental.
4. The grounds outside the Mansion are not available for reservation and are open for public use on a first come, first served basis.
5. Parks and Recreation staff will try to notify all interested applicants within 2 business days of approval or denial.
6. Tables & chairs are not provided for rentals. Personal chairs and tables or from a rental company must arrive and depart during the designated time of the rental.
7. Do not block building entrances – there is very limited parking behind the mansion and advise this for use only for ADA parking and unloading. All other vehicles should be parked in the main parking lot for the park near the road.
8. Staff is not authorized to sign for event deliveries. Plan to be present for deliveries, and made only during the approved event time, as indicated on the contract.
9. Due to space and security concerns, items cannot be stored for the event, nor accommodated overnight.
10. Only rooms on the first floor indicated on the map are available for use.
11. Arrange an appointment with County staff for a facility tour, review of facility inspection checklist, and answers to event related questions. Appointments must be scheduled in advance as County staff do not work out of the Silvermont Mansion. This will also be subject to facility availability. There are some rooms on the first floor that are not available to the public (for example: sunroom, closets and staff offices).
12. Requests must be made at least 14 days in advance of the requested rental date. Any request form not received within this time frame will not be considered.

**RENTAL FEES / INSURANCE / DEPOSIT**

INITIAL \_\_\_\_\_

13. Entire fee will be required when applications are approved, you will have 2 business days to make payment once your application is approved. Your request will **NOT** be reserved or guaranteed until payment is received. Fees may be paid by cash or check in-person and by VISA, MasterCard, Discovery or American Express in-person or via the phone.
14. The signatory (person) on the application, or as an authorized representative of a sponsoring organization, is responsible for assuring compliance with all County policies and payment of fees, charges, and deposits concerning the event rental. All applicable refunds will be made to the signatory or organization named on the application. Correspondence and/or communication will be via the information listed on the application.

15. Transylvania County reserves the right to require a certificate of liability insurance. Insurance requirements for events will be reviewed by County staff on a case-by-case basis. Criteria will include: nature of the event, number of people attending, and whether or not the event is open to the general public. This certificate must be presented to the Parks & Recreation Department ten (10) days prior to the event date if required, clearly stating date, location of event, with 'Transylvania County' listed as additional insured. Reservations not in compliance are subject to cancellation. A certificate of insurance can be secured from most insurance companies.

General Liability Insurance covering premises, products, completed operations and contractual liability, naming the County as additional insured. The policy shall be written with limits no less than \$1,000,000 per each occurrence. It shall contain, or be endorsed to contain that renter's insurance coverage shall be primary insurance as respect to the County.

16. Groups are responsible for setting up, cleaning up, and leaving the facility as they found it. This is a do-it-yourself facility; custodial service is not provided for your event. Customer will be responsible for any damage to the premises as the result of licensee's use, over and above normal wear and tear.

- a. Silvermont Mansion is a historic building that has very delicate interiors. If your event requires decorations you will need to consider ways to hold your decorations that DO NOT include adhering to walls (which are plaster) or fixtures. There are mantels and items/decorations may be placed on the mantels but for further decorations it is recommend that you bring stands.
- b. A deposit is not required however, the County upon completion of the rental period, will inspect the premises while you are still on site to observe that the follow conditions are met:
  - i. Facility is left in a clean and orderly condition per the "Facility Inspection Checklist"
  - ii. Use of the facility does not exceed the scheduled time
  - iii. All equipment is accounted for and undamaged
  - iv. Damage to the facility and its contents has not occurred
  - v. All rules and policies governing Transylvania County facilities are met

If there has been damage to the premises or if the clean-up obligations have not been met, the County staff will note this on your check out sheet. If there are items you would like to clean up at this time to avoid a fee you may do so within a reasonable timeframe.

**If there are still damages and/or cleaning needs the County will bill the renter at the full replacement cost incurred, including labor charges to make necessary repairs and/or accomplish the clean-up.**

Initial \_\_\_\_\_

17. All rentals are subject to staff approval. Approved reservations cannot be transferred, assigned or sublet. County reserves the right to deny any facility use request. Applications are final when signed by the County and required fees are paid.

**REFUNDS / CANCELLATIONS DEPOSIT**

INITIAL \_\_\_\_\_

18. Refund and cancellation policy:

- a. All event cancellations must be made in writing by the signatory.
- b. Cancellations must be made 7+ days prior to the event date receive a full refund less a \$10 processing fee.
- c. Cancellations made 0-7 days prior to the event date receive **No refund**.

Changes to rental policy:

- d. All event change request must be made in writing by the signatory.
- e. Any changes requested more than 7+ days prior to the event date will pay a \$10 processing fee plus any additional rental fees required if we are able to accommodate the requested changes. Change requests are subject to facility and staff availability. Additional rental fees must be paid in full at the time of the change. Date changes will be treated as a cancellation and new reservation.
- f. No changes are allowed when requested less than 0-7 days prior to event date.

Initial \_\_\_\_\_

19. The County acting in good faith may (under certain conditions) open the facility late, close early, or cancel the event in circumstances where the facility becomes unsafe for the intended use or to the public. Such circumstances may include, but are not limited to, natural disasters, inclement weather, environmental hazards, civil disturbances, emergency circumstances or other events affecting public health and safety. In such situations, fees shall be refunded or the event rescheduled at the next available date. The County will attempt to give a reasonable notice of the cancellation.

20. Rentals canceled due to violations of County policies forfeit all rental fees.

**CONDITIONS OF RENTAL USE DEPOSIT**

INITIAL \_\_\_\_\_

21. The signatory must be present at all times during the rental, including set-up, clean-up and take-down.
22. The signatory must be as accurate as possible when estimating attendance for the event. The number of people allowed into the facility/room is limited to the capacity assigned to the space rented required by Fire Code. Authorized County personnel may deny or close the event if the number of people exceeds the original estimate. The County reserves the right to terminate any rental to protect public safety and/or County property. Refunds will not be made in this instance.
23. The use of tobacco and tobacco related products is prohibited within 25 feet of the Silvermont Mansion. The County reserves the right to enforce the law, and in its sole discretion may call the Police or terminate the event to ensure compliance with the law.
24. Alcoholic beverages and/or the appearance of intoxication are not allowed at any Transylvania County Park or Facility.

25. Gambling of any form is not allowed.
26. Disorderly conduct shall not be permitted.
27. Children must be supervised at all times. If behavioral problems arise, the signatory may be asked to have the children and the adults responsible for their care to leave the facility.

**SET-UP / TAKE-DOWN / CLEAN-UP DEPOSIT**

**INITIAL** \_\_\_\_\_

28. The event may occupy the facility only during the times listed on the rental agreement.
29. Signatory is to bring the approved Facility Rental Agreement and check-in with staff upon arrival for the event.
30. It is the signatory's responsibility to oversee set-up for the event, including moving furnishings and any equipment that is brought in. Use caution when facilitating room set-up to ensure floors and walls are not damaged. The County is not liable for any personal injuries or damage to personal property resulting from set-up and take down activities.
31. County owned equipment and furniture may not be removed from the Silvermont Mansion.
32. Due to limited space, storage is not provided for rentals. All equipment, supplies, food and decorations brought in must be removed at the end of the rental period.
33. To preserve the Historic Silvermont Mansion, the following regulations are necessary:
  - a. Decorations are not allowed to be affixed to the walls; the walls are made of plaster and are very delicate. The cost to repair them is costly.
  - b. You may use mantels to place decorations on and other furniture in the mansion. If you require further decorations please bring stands to place them on.
  - c. DO NOT THROW confetti, birdseed, popcorn, glitter, silly string, rose petals, rice, or other material inside or outside the Silvermont Mansion. Such materials are very difficult to clean up and create unsafe conditions. Bubbles may be used outside the building.
34. At event conclusion, these tasks are the responsibility of the signatory:
  - a. Remove and dispose of any event decorations.
  - b. Empty trash containers into the large dumpster, located to the rear of the Mansion just beside the carriage house.
  - c. Wipe-off the room sinks and counters.
  - d. (if applicable) Clean kitchen: wipe up spills, clean range tops, remove food from storage, refrigerator, etc...
  - e. Assure all furniture has been cleaned and put back as you found it.
  - f. Sweep and mop floors.
  - g. Assure the facility/room is left in as good or better condition than found upon your arrival.
  - h. Complete and sign a Rental Inspection Check-Out Form with County Staff.
  - i.

**DAMAGES / SUSPENSION DEPOSIT**

**INITIAL** \_\_\_\_\_

35. Any group, individual, or organization using the facility is responsible for damages incurred during use. The signatory and organization represented on the application will be responsible for any costs incurred to repair any damage or needed excessive cleanup.

36. The County will bill the signatory to cover:
- a. Cost of repairing damages to the facility/room/etc... incurred during the event.
  - b. Costs for staff involved in clean-up for which the signatory is responsible.
  - c. Costs for staff should rental event exceed the events ending time.
  - d. Replacement of stolen or missing items from the premises while under the responsibility of the signatory.
37. Individuals or groups found in violation of established rules and regulations pertaining to rentals may be suspended from use of the facility and/or participation in future programs by the County. Refunds will not be given for events interrupted by policy violations.

These rules are not all inclusive or exhaustive, but exemplary of the general conditions under which Transylvania County's Silvermont Mansion may be used and the responsibility expected of users. The rules may be revised, supplemented or otherwise adjusted as circumstances and the judgment of the County dictate.

Thank you for your cooperation.

Signature of responsible party:

Date:

Print Name:

Mobile Number:

Staff Approval of Rental Request:

Date Approved:

Anything not approved/changed from above Request:

Payment Received:

(Attach payment receipt to this contract for records.)

**Transylvania County  
Parks & Recreation Department  
1078 Ecusta Rd.  
Brevard, NC 28712  
(828) 884-3156**