



## **Holly Springs Parks & Recreation Facility Rental Waiver & Refund Policy**

The Town of Holly Springs, 128 South Main St., PO Box 8, Holly Springs NC 27540 (hereinafter called the "Town") hereby grants (Organization or Individual (hereinafter called the "Licensee") represented by (Individual), permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

The Licensee agrees to be bound by this Permit/License and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

### **LICENSE**

The Licensee has the right to use the described Facilities in a manner consistent with its intended use and in keeping with the rules and regulation of the Town and the Department of Parks and Recreation. No property rights are created by this or any other document. This License is freely revocable by the Town.

### **RELEASE AND INDEMNITY AGREEMENT**

WHEREAS, the Licensee has requested the use of services, equipment, or facilities belonging to or under the auspices of the TOWN OF HOLLY SPRINGS, North Carolina, and do engage in activities for the executive benefit of the Licensee; and WHEREAS, the TOWN OF HOLLY SPRINGS does not wish to be liable for any damages arising from personal injury or property damage sustained thereby; NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the Licensee does hereby for himself, his heirs, executor, employers, successors, or administrator, and personal representatives do hereby assume full responsibility for any personal injury or any damage to his/her personal property and the personal property of any attendee to which the Licensee is responsible, which may occur directly or indirectly in the course of the above rental/activity listed above.

Fully and forever release and discharge the TOWN OF HOLLY SPRINGS, its agents, officials, and employees, from any and all claims, demands, damages, rights or action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the above described activity/rental.

Licensee does agree that it is the intent of the Licensee that this RELEASE AND INDEMNITY AGREEMENT shall be in full force and effect any time after the execution hereof. Agree to follow all department rules and policies regarding facility rentals.

### **REFUND POLICY**

The Town of Holly Springs reserves the right to cancel reservations under circumstances deemed in the best interest of the Town and all involved. If this occurs, a full refund will be granted to the renter.

All rental cancellation and refund requests must be made in writing and delivered to the corresponding facility.

A refund of ninety (90) percent will be granted if the renter cancels the reservation sixty (60) days or more in advance.

A refund of fifty (50) percent will be granted if the renter cancels the reservation within fourteen (14) and fifty-nine (59) days in advance.

No refund will be granted for cancellations made within less than fourteen (14) days of the rental date.

Cancelled rentals may be rescheduled, without penalty, as long as the cancellation is made at least fourteen (14) days prior to the rental date. Rescheduling is subject to availability. Rescheduled dates must be confirmed no later than thirty (30) days after the initial rental date.

Deposits and refunds are returned within the following month of the rental date.