



## Rental Application/Contract, and Rules of Use

**INSTRUCTIONS:** Please read the **Smoky Mountain Event Center Rules and Regulations** on page #3 before completing this form. It is important that you complete all sections and give details of the event. Please submit online or print and mail this Application/Contract and verification of non-profit status (if you are requesting the non-profit rates) along with the required deposit (see below) to:

**Smoky Mountain Event Center  
758 Crabtree Rd.  
Waynesville, NC 28785**

**NOTE:** A deposit is due at time of application to secure requested dates. Proof of Insurance must be provided a minimum of 30 days prior to your event.

**NAME OF APPLICANT:** \_\_\_\_\_

**NAME OF ORGANIZATION** (if different from "Applicant") \_\_\_\_\_

**MAIL ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_ **CELL NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**Are you a Non-Profit Organization/Group:** ☐ **YES** ☐ **NO** **Is this event a Fundraiser?** ☐ **YES** ☐ **NO**

**NAME OF EVENT:** \_\_\_\_\_

**BUILDING OF CHOICE:** ☐ Apple Orchard ☐ Dogwood ☐ Great Smokies Arena

☐ Burley Livestock Barn ☐ Richland Creek Meadow ☐ Lions Club Stalls ☐ Lion's Club Building

**DATE(s) OF EVENT:** \_\_\_\_\_

**TIME OF EVENT:** \_\_\_\_\_ **am** \_\_\_\_\_ **pm** **TO** \_\_\_\_\_ **am** \_\_\_\_\_ **pm**

**SET UP DATE** {additional fees apply, see schedule}: \_\_\_\_\_

**CLEAN UP DATE & TIME:** \_\_\_\_\_ (must be within 24 hours of event close)

EVENT SPONSOR(S) (if any): \_\_\_\_\_

ESTIMATED NUMBER OF PEOPLE EXPECTED TO ATTEND EACH DAY: \_\_\_\_\_

DETAILED DESCRIPTION OF THE EVENT: Please be specific in your description; this information will be used to advertise your event on our website.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How many tables and how many chairs do you need:      Tables: \_\_\_\_\_      Chairs: \_\_\_\_\_

*\* Applicant is responsible for setting up their own tables/chairs & for damaged or missing tables/chairs.*

My event is:      ☐ Public      ☐ Private

Will an Admission Fee be charged?      ☐ Yes      ☐ No      If "YES", how much? \$ \_\_\_\_\_ per \_\_\_\_\_

Will you need use of any of the items below (*additional fees apply; see fee schedule*)? Mark all that apply:

- ☐ Stage      ☐ P.A System      ☐ Dance Floor      ☐ Ticket booth      ☐ Concession Stand/ kitchen

Will you need the Smoky Mountain Event Center personnel to provide concessions during your event?

- ☐ Yes      ☐ No

If "YES" we will make every effort to accommodate your event, however, if we do not have available personnel, you will be provided a list of food vendors that you may contact and contract with at your expense.

**PLEASE READ AND PRINT YOUR NAME**

I certify that I am authorized to act for the organization/group/individual listed on this Application/Contract. The Applicant understands that approval of use of the Smoky Mountain Event Center in no way constitutes or signifies SMEC board as a sponsorship of the activity or function conducted by this Applicant.

Rules for the use of the property are subject to change at any time without prior notice. I shall defend, save harmless and indemnify the Smoky Mountain Event Center, Inc. and Haywood County Government against any tort, liability, claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the use of the Smoky Mountain Event Center, Inc. I further certify that I have been provided with a copy of the Rules and Regulations for use of the Smoky Mountain Event Center, Inc. and agree to them.

I, \_\_\_\_\_, have read the following and agree to all terms herein.  
(Name of Applicant)

DRIVER'S LICENSE STATE: \_\_\_\_\_

I AGREE THAT I REPRESENT THE \_\_\_\_\_  
NAME OF GROUP/ORGANIZATION

**If you have a website you would like us to link to, please provide the website address:**

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**Your event will get free advertisement on our website at [www.smokymountaineventcenter.com](http://www.smokymountaineventcenter.com)**

**RULES AND REGULATIONS FOR USE OF THE SMOKY MOUNTAIN EVENT CENTER, INC.**

(IN THE EVENT OF A DISASTER THE SMOKY MOUNTAIN EVENT CENTER WILL NOT BE AVAILABLE)

1. The applicant of the facilities and grounds hereby agrees to save and hold harmless the Smoky Mountain Event Center Inc. Board and Haywood County Government from any and all claims for damage to person or property that may arise from the use of the facilities and equipment, without regard to whether the damage, personal or otherwise, is brought about or caused by the negligence of the user, the Smoky Mountain Event Center Inc. Board, or any person, organization, firm, or corporation.
2. The applicant agrees to leave all facilities and grounds clean. All trash must be placed in appropriate outdoor receptacles. (The designation of 'clean' is at the discretion of the SMEC Manager or Manager's Designee.) Rental Deposit may be withheld in whole or in part to account for cleanup not done by rental applicant.
3. The applicant is responsible and agrees to pay for and all damages to the facilities and property. Deposit may be withheld in whole or in part for damages. If the deposit does not cover all damages the applicant will be responsible for all cost not covered by the deposit.
4. Kitchen and Concession Stand Facilities do not include use of small appliances, serving utensils, etc. You must bring your own equipment as necessary.
5. The applicant must provide written proof of liability insurance with a minimum of 1 million dollars (\$1,000,000) coverage for the rental period **at least 30 business days prior to the scheduled event.**
6. Non-profit applicants must provide written proof of non-profit status before being eligible to receive the non-profit rate.
7. A properly executed rental contract must be submitted with a **deposit** at time of submission of contract in order to secure the event date. Any cancellation by the rental client less than 30 days prior to the scheduled event is non-refundable. After a post-event walk through and it has been determined that no damage or excessive clean-up will be required, full rental deposit will be returned within 30 days of the close of the event. If there is damages or excessive cleaning some or all of the deposit may be kept and you will be notified by letter of how much of the deposit is not being returned and the reason(s) within 30 days of the close of your event.  
**Rental deposits may not be carried forward for future events.**
8. No alcoholic beverages unless the proper application and permits have been submitted to the Manager at least 30 calendar days prior to the event. Manager reserves the right to approve or not approve alcohol on the property and the rental client notified in writing. No narcotics or other controlled substances shall be brought or consumed on the Smoky Mountain Event Center property.
9. Users of the Smoky Mountain Event Center facilities are expected to be aware of and to obey all other appropriate and applicable laws concerning public conduct and safety during their use of the property.
10. SMEC, Inc. board members, county officials, law enforcement or designated representatives of either shall always have free access to all buildings and grounds.
11. Rental clients are responsible for providing enough security for their event. If security personnel are required, payment and/or compensation shall be the responsibility of between the rental client and whatever security the rental client hires. Security personnel must provide access to the facilities as necessary to all volunteers and/or staff with proper ID. A cell phone number for the security personnel must be on file with the SMEC Manager. This contact information shall be shared with any SMEC personnel who may be associated with the event for which security is provided. All alcohol related events **are required** to hire Sheriff Office personnel and have a signed Consent from the HCSO per Rules of Use for alcohol events.
12. Payment in full shall be made **at least 10 business days before the scheduled event.** Failure to make payment 10 or more business days prior to the scheduled event is grounds for forfeiture of deposit and cancellation of the event.
13. Violation of facility use rules or non-payment may result in expulsion with denial of future rental privileges. All rules and regulations are subject to the interpretation of and enforcement by the SMEC Manager and/or board.

***Please check below, as applicable:***

\_\_\_\_\_ I have included my **deposit** required to secure the date(s) for my event.

- If I requested a date(s) that is not available after submitting my deposit, I will have the opportunity to request different date or have my rental deposit returned.
- I agree if I do not pay my entire invoice at least **1- business days prior to my event** my **deposit is non-refundable and my event could be canceled, and further, I could be ineligible to rent the facilities in the future**

\_\_\_\_\_ I have included my **Certificate of Insurance** as outlined in item 5 of Rules & Regulations.

\_\_\_\_\_ I have NOT included my **Certificate of Insurance** but agree to provide at least 30 days prior to my event.

\_\_\_\_\_ I have included my organization's **Non-Profit status** documentation IF asking for Non-Profit Rates.

\_\_\_\_\_ I have NOT included my organization's **Non-Profit Status** but agree to provide 30-days prior to my event.

**NOTES:**

- ALL RENTALS (except for Richland Creek Meadows) include Restrooms, Chairs and Tables as noted on the Fee Schedule.
- Educational Clinics Receive a 25% discount on all facility fees if fundraising is not involved.
- To receive the non-profit fee, verification of non-profit status is required.
- Return Check Fee: **\$35.00**
- If you need Porta Potties, it is your responsibility to rent these at your expense.
- SMEC does not offer storage for client equipment and/or supplies, either before or after a scheduled event. SMEC accepts no liability for loss or damage to such equipment/supplies. Materials/equipment left on SMEC property becomes the property of the Smoky Mountain Event Center after 14 days and may be disposed of.

I have read the attached rules & regulations, understand the Rental Fee Structure and the terms of payment and do hereby agree to abide by these rules. Additional set-up or take-down days will be charged and must be scheduled at the time of the application.

**APPLICANT SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Mail application and the deposit check, payable to:**  
**Smoky Mountain Event Center**  
**758 Crabtree Road**  
**Waynesville, NC 28785**