



Town of Angier

Robert K. Smith
Mayor

Richard Hicks
Interim Town Manager

Date Submitted: June 16, 2020

Date Adopted: June 16, 2020

Date Amended: March 7, 2023

TOWN OF ANGIER FACILITY RENTAL POLICY

A. Introduction

The Town of Angier welcomes the public to use selected municipal facilities. These policies apply to anyone or company who rents town facilities and are designed to provide information to those wishing to use the facilities and the rules and regulations associated with the rental. Failure to adhere to policies and rental agreement may result in expulsion from the facility for the day and/or for an extended period of time. If you have any questions, please feel free to contact the Town Manager.

B. Facilities Available for Rental Use

Crepe Myrtle Pavilion (stage),

Depot/R.H. Ellington Grounds (located around the Depot and Stage),

Baseball Fields – Fields may be rented when not in use by the Parks & Recreation Department and may be rented as follows: \$30 per field per hour without lights; \$40 per field per hour with lights; \$225 per field per day. Baseball Field Rentals are reserved through the Parks & Recreation Department.

Jack Marley Park Picnic Shelter – Shelter may be rented when not in use by the Parks & Recreation Department and/or when large events are not occurring. Shelter will be rented in 3-hour increments; \$20 for in-town residents; and \$30 for out of town residents. Picnic Shelter Rentals are reserved through the Parks & Recreation Department.

C. Rental Times and Rates

All facilities are available from 6am to 10pm. In addition, the town will allow a total set up and/or clean time of up to 1 hour.

Rates will be established by the Board of Commisisoners. Requested waivers of these conditions or fees may be approved by the Town Manager.



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D. Renter's Agreement – As a renter you agree to:

1. Use the facility and not to allow activities which are a hazard to public safety or considered illegal.
2. Not allow the sale or use of alcoholic beverages.
3. Not allow the use of any tobacco products, including smoking except for areas on the sidewalk or street.
4. Not allow the use of Illegal drugs, gambling, vulgar language, or solicitation are prohibited.
5. Not allow weapons of any kind on the premises except those carried by law enforcement or otherwise authorized by federal or state law. (Signage required by the Town)
6. Not allow the use of fireworks or other explosives except as authorized by the Town.
7. Not allow games of chance. This does not apply to games that award prizes when there is no charge for participation.
8. Not allow open flames (except birthday candles), decorations that may be flammable or combustible is prohibited, smoke or fog generating equipment or apparatus is allowed pursuant to a permitting process with guidelines.
9. Recognize and agree that certain events may require the need for off-duty police officers, fire and/or EMS and as such the renter may be responsible for those costs.
10. Report problems discovered with any facilities as soon as practical to the designated staff as soon as practical.

E. Procedure and Policies for Renting Town Facilities

1. To rent a town facility, the applicant should complete and submit an application form to the front office staff. Once the application has been submitted and deposit has been made the requested dates will be noted as reserved. Reservations may be made up to a year in advance provided the calendar is available. Reservations are confirmed on a first come first served basis. Recurring reservations will be made on a case by case basis and will require approval by the Town Manager.
2. Once the reservation has been made a security deposit of \$200 must be made to secure the date. Lessee is required to pay all fees in full 24 hours prior to use of the facility. If lessee does not pay all fees in full, the contract becomes invalid prior to the scheduled event.
3. Cancellations made with at least 14 days' notice are entitled to the full security deposit refund. Any cancellation made with less than 14 calendar days' notice results in forfeiture of all monies, both rent and security deposit. The Town of Angier will process refunds for security deposits immediately following the event and return a full deposit by the next available check date but not later than 30 days after use of the facility, provided guidelines have been adhered to and no damage results from use of the facility.



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Note: Security deposits are refundable unless the facility or equipment is damaged; fights, vandalism, or improper conduct occur or the facility is not left clean. Excessive cleaning by the Town of Angier includes any cleanup beyond basic trash removal or restroom cleaning after the event.

4. The Town of Angier has first priority of dates and the use of its facilities and in the event the town cancels a prescheduled event, the town will refund the rental and security deposit.

5. The renter may use existing town tables, chairs and miscellaneous items. Staff will inspect areas before and after events to ensure property is clean and to its proper order.

6. Renter shall restore all Town owned equipment used to its proper order. The renter is responsible for removing all equipment, food, trash, etc., from the leased space and depositing of it in the canisters provided.

7. Renter shall be responsible for the orderly behavior of their guests using the facility and must conform to all Town policies, facility and Town rules and regulations.

8. Depending upon the event and size of crowd, the Town may require additional safety measures including but not limited to additional law enforcement, fire or EMS. These additional costs will be the responsibility of the renter.

9. Renter shall be responsible for all claims, damage or accidents occurring in any part of the facility damaged by any act, omission, default, subcontractor, employees, patrons, guests admitted to facility by lessee, or negligence of the lessee. Renter will pay the Town, upon demand, a sum equal to the cost of repairing and restoring the facility to its condition as of the commencement of this lease; or, at the option of and with the approval of the Town, will make such restoration and repairs at their own expense. Lessee agrees to indemnify and hold harmless the Town of Angier from any such actions and damages. Furthermore, the Town of Angier shall have no responsibility for injuries to any persons using the facility or to any vehicles parked outdoors.

10. Renter will obtain and provide proof of any required licenses, permits, and insurances, trade organization clearances required by any public body or by contract at their own expense. If applicable, such items may include, but are not limited to:

- a. Zoning compliance permit issued by the planning and zoning department
- b. If cooking under tent, a permit might be required by the Angier-Black River Fire Department.



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- c. A valid public liability bond or general liability insurance for personal injury or property damage at a minimum of \$1,000,000 with the Town added as an additional insured maybe required, as determined by the Town Manager or his designee. Events consisting of, but not limited to, concerts, car shows, festivals, large events, and/or any event that may suggest a liability, a foreseeable injury or that is physically dangerous. (Verify with the the NC League of Municipalities)

Selling of food prepared on site may require a permit from Harnett County Health Department.

11. The following requires approval of the Town Manager or designee:

- a. Charging for admission, selling tickets, or taking subscriptions or collections
- b. Dances or bands – sound level shall comply with the Town's ordinance and sound amplification permit requirements
- c. Selling or offering of merchandise.

12. The Town Manager or designee reserves the right to cancel any activity in case of extreme necessity and has final authority in scheduling decisions, including the right to deny use of any facility where such use is not in the Town of Angier's best interest. In the event of cancellation, deposit refunds will be considered on a case-by-case basis.

13. The Town of Angier reserves the right to deny, interrupt, terminate, or cancel an event when in the judgment of the Town Manager or designee, law enforcement, or fire department, such action is necessary in the interests of public safety and/or the user is in violation of this policy. User waives any claims for damages or compensation should the event be interrupted, terminated or cancelled.

14. The Town of Angier is not responsible for any lost or stolen property during the time stated in the rental agreement.

15. Events may begin at 6:00 am and conclude by 10:00 pm and all activities including janitorial must cease and the facility vacated by 11:00 pm unless previously approved by the Town Manager or designee. Events beginning before 8:00 am shall not produce loud and/or excessive noise which would disturb the public.

16. Renter must clearly state the sponsor of the event and their local contact telephone number in all advertising/promotion of events, meetings, programs, etc. Promotional



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materials, press releases, etc., must be worded so it is clear to the general public the event is not sponsored by the Town. Non-compliance with this policy may lead to immediate cancellation of the event and forfeiture of rental fees and deposit paid.

17. No flyers, banners or event information may be posted outside the building advertising events within the facility, except as permitted by the Town's sign ordinance and with approval of the Town Manager or designee.

F. Rate Structure

The Angier Board of Commissioners shall establish the fees associated with the rental of its facilities.

- a. There is a \$200 deposit required for all rentals along with the rental fee. Deposits are refundable in accordance with the rules and regulations set forth. Payment may be made by credit/debit cards, money orders, or cash.
- b. Renter living inside the town of Angier – Shall be \$ 200.00 per day. This is known as the "In-Town" rate. Non-Profit Groups 501(c)(3), Religious Organizations, Churches etc. headquartered within the Town of Angier shall pay 50% of the In-Town rate. Applications are required to include the established times of the event, and will adhere to such.
- c. Renter living outside the town of Angier – Shall be \$400.00 per day. This is known as the "Out of Town" rate. Non-Profit Groups 501(c)(3), Religious Organizations, Churches etc. headquartered outside the Town of Angier shall pay 50% of the Out of Town rate. Applications are required to include the established times of the event, and will adhere to such.
- d. Renters wishing to rent multiple facilities such as the depot and stage for an event shall receive a 10% discount.
- e. Renters wishing to rent the facility for multiple consecutive days shall receive a 25% rental reduction rate for those consecutive days. The facilities may be rented for up to three consecutive days.
- f. Additional rate clarification issues will be decided by the Town Manager.



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G. Effective Date and Adoption

This policy is adopted into the Town of Angier Policy by reference.

This policy shall be effective June 16, 2020.

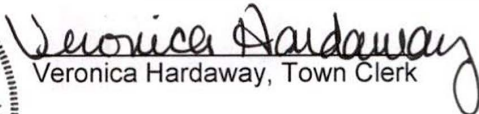
This policy amended March 7, 2023.

Adopted by the Angier Board of Commissioners on this the 7th day of March, 2023.


Robert K. Smith, Mayor



ATTEST:


Veronica Hardaway, Town Clerk