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 (located beside the depot),

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

Depot

Baseball Fields – Fields may be rented when not in use by the Parks & Recreation Department and may be rented as follows: $25 per field per hour without lights; $30 per field per hour with lights; $200 per field per day. Shelters at the park are free to the public on a first come first serve basis.

C. Rental Times and Rates

All facilities are available in an initial rental of 4 hour blocks and 1 hour increments thereafter. In addition, the town will allow a set up time of up to 1 hour and clean time of up to 1 hour. The maximum number of hours billed for a day’s use will be 16 hours.

Rates will be established by the Board of Commissioners. Requested waivers of these conditions or fees may be approved by the Town Manager.
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.
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, smoke or fog generating equipment or apparatus is prohibited
9. Recognize and agree that certain events may required 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 Town Clerk. Once the application has been submitted the requested dates will be noted as tentative. Once the application is approved and all fees and other requirements met, the date will be noted and confirmed. Reservations may be made up to a year in advance. 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 Board of Commissioners.

2. Once the contract has been approved, the Town Clerk will notify the applicant to coordinate the collection fees which will consist of a minimum of a nonrefundable 50% of the total rent and equipment fees and 100% of the security deposit. A pre-rental walkthrough and checklist will be completed. Lessee is required to pay the remaining 50% balance of rental fee and equipment fees 14 calendar days prior to use of the facility. If lessee does not pay all fees in full, the contract becomes invalid 14 days before the scheduled event.

3. Cancellations made with at least 7 calendar days' notice are entitled to the full security deposit refund. Any cancellation made with less than 7 calendar days' notice
Town of Angier

Lewis Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

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.

Note: Security deposits are refundable unless the event extends beyond reserved area; 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 and will be charged an hourly rate of $30.

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. These requests should be noted at the time of application. Sound equipment, tents, tables, or chairs are not available from the Town of Angier. The leasee shall acquire town approval before bringing additional equipment into the rental area. All equipment brought in by the leasee should be listed on the lease application. All electric cords and other trip hazards must be taped down and secured prior to the start of any event. 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 and/or their sound or equipment rental companies are responsible for removing all equipment, food, trash, etc., from the leased space and depositing 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.

8. 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.

9. 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
   c. 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. (Insurance may be available from the NC League of Municipalities)
   d. Selling of food prepared on site may require a permit from the Harnett County Health Department

10. 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.

11. 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 community’s best interest. In the event of cancellation, deposit refunds will be considered on a case-by-case basis.

12. The Town of Angier reserves the right to deny, interrupt, terminate, or cancel an event when in the judgement 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.

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

14. Events may begin at 6:00 am and must 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.
15. 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 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.

16. 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 four hours (not including 1 hour set up and 1 hour tear down) and $50.00 for each hour thereafter. 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.

c. Renter living outside the town of Angier – Shall be $300.00 per four hours (not including 1 hour set up and 1 hour tear down) and $60.00 for each hour thereafter. 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.

d. Renters wishing to rent multiple facilities such as the depot and grounds 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.
G. Effective Date and Adoption

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

This policy shall be effective October 1, 2018.

*Adopted by the Angier Board of Commissioners on this the 7th day of August, 2018.*

[Signatures and stamps]