

## **PUBLIC USE POLICY / RENTAL AGREEMENT**

### **TOWN OF NORTH COMMUNITY PAVILION**

As a service to the community, the Council shall grant on a rental basis the use of the North Community Pavilion (hereinafter referred to as "the facility") to responsible and properly-organized local groups, community groups and individuals in keeping with the following general policies:

1. The recreation facility is provided through public funds for recreational purposes. Use of Town of North Parks and Recreation facilities for its program and by recognized organizations shall take precedence over all other uses.
  - A. Requests by county agencies and by other recreational agencies and organizations for the use of facilities for recreational purposes shall take priority over other requests for use of facilities.
  - B. A contract must be signed for each date the facility is used.
2. The facility shall not be used for fund-raising events.
3. Organizations or individuals using the facility shall be made responsible for assuring the proper conduct of all persons attending the event, and shall be made responsible for immediate restoration of Town of North property in event of any damage, and for providing liability insurance covering all persons in attendance.
4. The Mayor or his designee shall have custody of the facility. The Mayor shall receive requests for the use of the facility by outside groups. Requests shall be subject to verification by the appropriate staff of The Town of North prior to any action by the Mayor or the Mayor's designee.
5. A schedule of fees shall be set up which shall take into consideration the purpose of the event. Fees shall be sufficient to cover operational expenses and a reasonable amount for overhead. The Mayor or Council reserves the right to refuse any request as it determines to be in the best interest of the Town of North.
6. Upon approval of the rental request, fees shall be paid when the key to the facility is picked up from Town Hall (during normal business hours). The key will unlock restroom facilities and the storage room containing chairs.
7. The Town of North may require the presence of security and emergency medical personnel for some functions. Such services shall be at the discretion of the Mayor or his designee. All such services must be arranged by the group or individual using the facility and any costs incurred paid by that group or individual. The Town shall require written confirmation of such arrangements in advance.
8. Any equipment moved onto the facility or Town of North property must be approved, in advance, by the Mayor. Location of such equipment must also be approved in advance.
9. The facility – including outdoor facilities – is to be tobacco free. Tobacco usage is only allowed in designated areas as determined by the Mayor.
10. The facility is available between the hours of 9:00 a.m. and 9:00 p.m. The facility shall be vacated no later than 9:15 p.m. Failure to adhere to the time guidelines may result deposit forfeiture.
11. No alcoholic beverages or illegal substances of any kind will be permitted on the facility premises.
12. Dogs, cats and other animals are prohibited unless they are crated, caged or on a leash, or otherwise under physical restrictive control at all times. This section shall not prohibit use of service animals qualified by the Americans with Disabilities Act. Any refuse from animals as stated herein shall be cleaned up and properly disposed of by the organization or individual on rental agreement.
13. Fires shall not intentionally be burned on any premises of the facility.

14. Organizations or individuals using the facility are responsible for cleanup and properly disposing of garbage and litter, which shall be bagged and removed from the facility by organization or individual on rental agreement. Garbage and litter shall NOT be disposed of in Town trash receptacles.

15. Organization or individuals using the facility will not drive on the grassy areas surrounding the facility.

16. Prior to turning in the key, Renter shall be sure that restrooms are in clean and functioning condition, that chairs have been returned to storage area and stacked as found originally, and that both restroom and storage doors are locked and secured.

17. All requests for reservations shall be accompanied by an appropriate deposit. After event has concluded and the key has been returned to Town Hall (during normal business hours), the facility will be inspected on the following business day. If the rental agreement has been complied with, the deposit will be refunded within 5 business days.

18. The following organizations may use Town of North facilities at the rates listed below:

- |   |                    |
|---|--------------------|
| A. Local Government Functions   | No charge          |
| B. Religious or other Nonprofit Organizations<br>(as per SC Code of Laws Title 33, Chapter 31, Article 2) | No charge          |
| C. State-Supported Agencies for functions<br>to serve their staff or clients                              | ½ Rental Fee       |
| D. Public Schools   | Regular Rental Fee |
| E. Private School   | Regular Rental Fee |
| K. All Other Approved Organizations /Individuals  | Regular Rental Fee |

Use of North Community Pavilion facility shall not be permitted for groups who advocate unconstitutional or illegal acts or whose activities are contrary to the best interests of the Town of North, or for a function that presents an obvious danger to the safety of persons and property.

### **Deposit & Fees**

\*\$50.00 Refundable Deposit (for all organizations and individuals)

\*\$10.00 per hour

\*\$20.00 for after-hours assistance (per occurrence)

***\*Fees and deposit are non-negotiable.***

Effective February 1, 2008

TOWN OF NORTH  
TOWN FACILITY RENTAL REQUEST

Name of Individual or Organization: \_\_\_\_\_

Person Responsible: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(Street) (Town) (State) (Zip)

Phone Number(s): \_\_\_\_\_  
(Home) (Work) (Cell)

Event Type: \_\_\_\_\_

Date Requested: \_\_\_\_\_  
(Month, Day, Year)

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

I agree to the terms and conditions set forth in this Public Use Policy / Rental Agreement.

\_\_\_\_\_  
(Signature of Responsible Party) (Date Signed)

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(Town Representative to complete information below this line)

Request Received By: \_\_\_\_\_ On: \_\_\_\_\_  
(Town Representative) (Date)

Deposit Received: \_\_\_\_\_ Fees Received: \_\_\_\_\_  
(Date and Amount) (Date and Amount)

Premises Inspected by: \_\_\_\_\_ On: \_\_\_\_\_  
(Signature) (Date)

Deficiencies Found: (if none, indicate "None") \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Deposit Withheld for Deficiencies: \$ \_\_\_\_\_

Deposit Refunded: Amount \$ \_\_\_\_\_ Date \_\_\_\_\_

Check No. \_\_\_\_\_