

# CITY OF ALBEMARLE, NC

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## Facilities Use Policy and Regulations



# ALBEMARLE

NORTH CAROLINA

*Water. Air. Land. Opportunity.*

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144 North 2<sup>nd</sup> Street (P.O. Box 190) Albemarle, NC 28001

Phone: (704) 984-9400

Fax: (704) 984-9445

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## **INTRODUCTION**

The City of Albemarle has facilities that are designed for recreational, civic and cultural activities. The primary use of these facilities is for activities sponsored by the City. The facilities shall be available for usage or rental when not in use for scheduled City activities. Use by Albemarle nonprofit community groups and the general public shall be available as the schedule allows. The schedule of City sponsored activities shall be developed well in advance and clearly indicate when the building is available for use by other groups. Activities and programs shall be classified into groups for the purpose of developing scheduling priorities. City activities have priority use over all other applicants for facility use. The City Manager or designated representative shall have the responsibility for the implementation of all regulations.

## CLASSIFICATION OF APPLICANTS

Each application will be reviewed by the Facility Coordinator and classified into a group depending on the type of organization and the intended use. The City's activities have first priority for the use of the facilities. The classifications are listed in order of priority with classification "A" first, classification "B" second, etc.

## RENTER CLASSIFICATIONS

<b>Class</b>	<b>Description</b>	<b>Definitions</b>
A	City	Programs organized, sponsored, or conducted by the City of Albemarle are interpreted to mean City of Albemarle, its officers, agents, employees and other affiliated organizations.
B	Local Government	Official local government agencies local to Stanly County including public schools.
C	Other Government	Other government entities including State and Federal.
D	Non-Profits	Facility use by City of Albemarle nonprofit community groups or youth organizations, or private schools. A nonprofit is interpreted to mean an organization operating as a registered nonprofit which serves the Albemarle community. Nonprofit organizations shall submit a copy of their 501 (C) letter. Membership roster, by-laws and constitution, may also be required.
E	Civic	All groups serving a civic purpose in the Albemarle community exclusive of those entities subject to Class D above.
F	Resident	A resident is an individual whose primary address is inside the corporate limits of the City of Albemarle.
G	Non-Resident	A non-resident owner is an individual whose primary address is outside the corporate limits of the City of Albemarle.

***The City reserves the right to limit the use of the City's facilities.***

FACILITY SPECIFICATIONS

<b>Public Meeting Rooms</b>	<b>Allowable Classifications</b>
<i>Albemarle City Hall</i>	
Community Room	A,B,C,D, & E
Yadkin Conference Room	A,B,C,D, & E
Uwharrie Conference Room	A,B, & C
Council Chambers Rooms	A,B, & C
<i>Fire Station One</i>	
Community Room	all
Small Training Room	A
Conference Room	A
<i>EE Waddell Community Center</i>	
Banquet Hall	all
Multipurpose Room	all
Kitchen	all
Conference Room	all
Gymnasium	all
<i>Niven Center</i>	
Large Multipurpose Room	all
Small Multipurpose Room	all
Training Room	all
<i>Central School Auditorium</i>	all

**FACILITY ADMINISTRATION**

The Facility Use Coordinator is a representative from the department responsible for each facility, as indicated below. Some facility reservation requests may be made on our website: [albemarlenc.gov](http://albemarlenc.gov).

This facilities policy shall be administered by the designated Facility Coordinator as enumerated below:

<b>Facility Name</b>	<b>Coordinating Dept.</b>	<b>Phone Number</b>
<i>Albemarle City Hall</i>	Administration	704-984-9405
Community Room		
Yadkin Conference Room		
Uwharrie Conference Room		
Council Chambers Rooms		
<i>Fire Station One</i>	Fire Department	704-984-9475
Community Room		
Small Training Room		
Conference Room		
<i>EE Waddell Community Center**</i>	Parks/Recreation	704-984-9569
Banquet Hall		
Multipurpose Room		
Kitchen		
Conference Room		
Gymnasium		
<i>Niven Center*</i>	Parks/Recreation	704-984-9560
Large Multipurpose Room		
Small Multipurpose Room		
Training Room		
<i>Central School Auditorium</i>	Parks/Recreation	704-984-9560

\*Keys for the EE Waddell Community Center facilities must be picked up during normal business hours at the EE Waddell Center the day prior to rental.

\*\*Access card for the Niven Center facilities must be picked up during normal business hours at the Niven Center the day prior to rental.

PUBLIC MEETING ROOM RENTAL FEE SCHEDULE

**(Albemarle City Hall and Fire Stations)**

Classification A is exempt from the fee schedule. Classifications B & C are exempt from the fee schedule for the first five days of use per calendar year, additional days may be approved pending availability and subject to paying the rental fee. Classifications D, E, F, and G are subject to the rental fee schedule as shown below.

<b>Public Meeting Facility Description</b>	<b>Refundable Damage Deposit</b>	<b>Rental Fee Base (Classes B thru F)</b>	<b>Rental Fee Base (Class G)</b>	<b>Rental Fee Per Hour After Base Charge</b>	<b>Kitchen Up-Charge for Meal Preparation</b>
Community Room	\$100	\$50 (2 hrs)	\$75 (2 hrs)	\$25	\$100
Conference Room	\$50	\$25 (2 hrs)	\$40 (2 hrs)	\$25	NA
Council Chambers	\$200	\$50 (2 hrs)	\$75 (2 hrs)	\$25	NA

*Kitchen facilities are to be used only for warming and serving of food.*

COMMUNITY CENTER MEETING ROOM RENTAL FEE SCHEDULE

**(EE Waddell and Niven Centers)**

Classification A is exempt from the fee schedule. Classifications B & C are exempt from the fee schedule for the first five days of use per calendar year, additional days may be approved pending availability and subject to paying the rental fee. Classifications D, E, F, and G are subject to the rental fee schedule as shown below.

<b>Facility Description</b>	<b>Refundable Damage Deposit</b>	<b>Rental Base Fee (Classes B thru G)</b>	<b>Rental Fee Per Hour After Base Fee</b>	<b>Cleaning Fee</b>
<i>Niven Center*</i>				
Large Multipurpose Room	\$75	\$250 (5 hrs)	\$25	N/A
Small Multipurpose Room	\$50	\$125 (5 hrs)	\$20	N/A
Training Room	\$25	\$ 50 (2 hrs)	\$20	N/A
<i>EE Waddell Center**</i>				
Banquet Room (w/ Kitchen)	\$75	\$250 (5 hrs)	\$25	Included
Multipurpose Room	\$50	\$ 75 (2 hrs)	\$20	\$25
Conference Room	\$25	\$ 50 (2 hrs)	N/A	\$25
Kitchen	\$50	\$100 (flate rate)	N/A	\$25
Gymnasium	\$50	\$ 50 (2 hrs)	\$25	\$75

*Kitchen facilities are to be used only for warming and serving of food*

\*Access card for the Niven Center facilities must be picked up during normal business hours at the Niven Center the day prior to rental.

\*\*Keys for the EE Waddell Community Center facilities must be picked up during normal business hours at the EE Waddell Center the day prior to rental.

**CENTRAL SCHOOL AUDITORIUM RENTAL FEE SCHEDULE**

Classification A is exempt from the fee schedule. Classifications B, C, D, E, F, and G are subject to the rental fee schedule as shown below.

<b>SINGLE USE RENTAL</b>	<b>Damage Deposit (Refundable)*</b>	<b>Reservation Deposit**</b>	<b>Rental Fee Per Day (Class B thru F)</b>	<b>Rental Fee (Class G)</b>	<b>Energy Fee (Per Day)</b>
Mon-Thurs 7AM-10PM	\$100	\$25	\$150	\$300	-
Friday 7AM-10PM	\$150	\$40	\$200	\$400	-
Saturday 7AM-10PM	\$150	\$40	\$200	\$400	-
Sunday 7AM - 8PM	\$150	\$40	\$200	\$400	-
<b>LONG-TERM RENTAL***</b>	<b>Damage Deposit (Refundable)</b>	<b>Reservation Deposit*</b>	<b>Discount on Rental Fee Per Day (Class B thru F)</b>	<b>Discount on Rental Fee Per Day (Class G)</b>	<b>Energy Fee (Per Day)</b>
			<i>Discount</i>	<i>Discount</i>	
2-6 Consecutive Days	\$200	\$50	20%	10%	\$25
7+ Consecutive Days	\$200	\$50	30%	15%	\$25
***Fee only applies to performance days for rentals over consecutive weekends by one group. Energy fee applies to all rented days.					

\*Reservation Deposit is applied toward fees due.

\*\*Damage deposit returned upon completion of rental, final inspection, and key return.

Access card for this facility must be picked up during normal business hours at the Niven Center the day prior to rental.

**OTHER REQUIRED FEES**

**Concession Sales Fee:** \$50 per day

**Cleaning Fee:** \$75 per day

***Use of the Central School Auditorium is limited to performing arts purposes only.***

***\*Exceptions to this use may be available with adequate advance notice.***



## FACILITY USE REGULATIONS

Applications for use of City facilities are available in person, online, or by email (upon request). Applications are reviewed, prioritized, and fees, if any, are determined by the Facility Use Coordinator. Approval for use is not granted to a person less than twenty-one (21) years of age.

## APPLICATION PROCEDURES AND POLICIES

1. A COMPLETED FACILITY USE APPLICATION CAN ONLY BE SUBMITTED FOR SPECIFIC DATES AND TIMES-- must include a set-up and clean-up time. Applications must be submitted at least seven (7) calendar days in advance of the date requested. Photo identification is required from all applicants. Applicants may schedule an event twelve (12) months in advance. THE SUBMISSION OF AN APPLICATION DOES NOT CONSTITUTE APPROVAL. Facilities are not available for use on City-observed holidays unless otherwise approved.
2. The City reserves the right to limit the number of uses by any one group so that the entire community has access to the limited available facilities. Facility use is limited to no more than two uses per month, per group, except Classifications A, B, C, unless otherwise approved.
3. In the event of a change of plan by an applicant, notice of cancellation must be given to the Facility Coordinator three (3) calendar days before the date of intended use in order to reduce the financial obligation for charges involved. A processing fee of fifty percent (50%) of the base rental fee will be charged, and a refund, if applicable, will be mailed to the applicant. A cancellation less than three (3) days prior to an event results in a forfeiture of your entire deposit amount.
4. Fee Payment:
  - a. Fees for use of City Hall Public Meeting Rooms are to be paid at the Finance Collections counter. The City accepts cash, debit/credit cards, or checks made payable to City of Albemarle.
  - b. Fees for use of Community Center Meeting Rooms or Central School Auditorium are to be paid at the Parks and Recreation Department offices. The City accepts cash, debit/credit cards, or checks made payable to City of Albemarle.
  - c. Fee for use of Fire Department facilities are to be paid at fire station #1 on East Main St by cash or check.
5. A refundable damage deposit is required and must be paid at time application is submitted. Payment shall occur ten (10) days before scheduled use. Groups using facilities on a semi-monthly or monthly schedule must pay on or before the first meeting of the month.
6. Mandatory cleaning fees are required for facilities as indicated in the fee schedules.
7. Additional requirements may be imposed as a condition of approval. These additional requirements may include, but are not limited to, additional security, City staff or insurance. Cost incurred for additional requirements shall be the responsibility of the applicant. Any preparation for facility use is solely at the applicant's risk until the FACILITY USE PERMIT is issued.
8. A FACILITY USE PERMIT will only be issued after all required fees have been paid. It is the responsibility of the renter to see that unauthorized portions of the facility are not disturbed in any way and that the premises are vacated as scheduled.
  - a. Permits must be secured before access to the building is allowed. The building will not be opened until the responsible person(s) named in the application is present. One of the named person(s) must remain in attendance throughout the entire facility usage time.

- b. Entire event must be conducted within the rental period indicated on application; this includes all preparation and set-up time as well as clean-up time. Failure to do so shall result in loss of full security deposit.
- c. Hours of use, all changes and any unusual requirements such as special custodial services, decorations, special equipment, additional services and hours of event rented changed shall be listed in writing on the application and permit. The grounds, building or any part of the facility shall not be altered or changed without written approval.
- d. Permission to use the building is granted subject to observance of regulations. Permits may be revoked for violation of regulations.

9. Approval, Denial, Revocation and Appeal Process

- Denial -- The Facility Coordinator may deny any application. An applicant may be notified of denial by telephone, or by a written notice of denial, along with appropriate explanation, if the applicant cannot be reached by phone.

Application for use may be denied for the following reasons:

- o Date not available.
- o Unsatisfactory record of prior use by applicant, defined as failure to comply with rules and regulations.
- o Proposed use would create a hazardous condition.
- o Non-payment of fees when due.
- o A proposed use contrary to the public health, safety, and welfare.
- Revocation -- The Facility Coordinator may revoke any permit for use if it is determined that the permittee has violated any provision of the City of Albemarle Facility Use Regulations. An applicant may be notified of revocation by telephone, or by a written notice of denial, along with appropriate explanation, if the applicant cannot be reached by phone.
- Appeal From Granting of Facility Use Permit -- An appeal from the granting of a facility use permit may be filed in person with the City Manager’s office within ten (10) days from the granting of the use permit. Said appeal must be in writing and include a brief recitation of the basis for the appeal and any other information, which the appellant may wish to submit. The appeal may also be made in writing by mail and postmarked fifteen (15) days from the date the notice of denial or revocation to:

City of Albemarle  
 Attention: Facility Use Coordinator  
 C/O: City Administration  
 PO Box 190  
 Albemarle, NC 28002

- The appellant will be notified of the City’s decision regarding the appeal.
- If needed the appeal will be forwarded to the City Manager, whose decision is final.

RULES GOVERNING FACILITY USE

1. Liability/Insurance

- a. The City of Albemarle is not liable for accidents, injuries or loss of personal property in connection with any of its facilities. Groups which fall into moderate to high risk activity will be required to obtain liability insurance (rider clause to original policy), approved by the City, naming the City of Albemarle, its officers and employees as additional insured. The City shall require liability insurance of \$1 million to \$5 million, depending upon the risk factor. Groups will be responsible for all damage to City property as a result of actions of the group and participants, representatives or other activity on behalf or in connection with the group activity.

## 2. Prohibited Uses

- a. No activity is permitted which is in violation of local ordinances or state or federal statutes. Applicants must adhere to all City policies, ordinances, and fire codes during their use of the facility.
- b. The use of any facility is not granted or permitted to any individual, society group or organization which has its objectives to overthrow or advancing of the overthrow of the present form of government of the United States or the State of North Carolina by force or violence.
- c. No two groups of opposing political parties or political affiliation shall be scheduled at the same time at any facility. The use of any facility is not granted or permitted to any individual, society group or organization which causes or leads to conditions that may cause a threat to the public health, safety or welfare, that is organized for the purpose of discrimination, harassment or offensive language or that participants in the same.

## 3. Smoking and Tobacco Use

- a. Smoking and/or the use of tobacco products is not permitted in any City facility.

## 4. Supervision

- a. A City staff member is assigned for each facility rental. The staff member or his designee shall have complete authority over the facility being used, all equipment, participants and activities. The staff member on duty shall have the authority to request changes in activities or the cessation of activities. The group(s) using the facility must comply with these requests or instruction. Groups holding facility use permits should consult the available staff member in regard to their needs. The City reserves the right of full access of all City property and to all activities in order to ensure that all rules and regulations are being observed, and may terminate any and all activities for the safety and welfare of the attendees, citizens or City property.

## 5. Equipment

- a. City equipment may not be removed from the facility or used without consent or outside the permitted uses within this policy.

## 6. Set-up, Takedown and Clean-up

- a. For Public Meeting Facilities (City Hall and Fire Stations):
- b. All table/chair set-up and takedown is done by applicant. Applicant is responsible for the removal of all party related items and their trash at the conclusion of their rental. Applicants must leave all facilities in the same condition it was received.
- c. On the day of the event, the applicant must initially inspect the premises with a staff person and fill out a Condition of Facility Report. This report is a checklist to ensure there is no negligence by either party. At the conclusion of the rental and clean-up period, City staff will inspect the premises and complete a final Condition of Facility Report.
- d. For Community Center Banquet Room Use: All table/chair set-up is done by the applicant. At conclusion of event, applicant is responsible for take-down of tables and chairs, removal of all trash from facility, and proper disposal thereof, and for washing of all dishes, utensils, and other serving items which are to remain on site. The City will contract with a cleaning service which will mop, vacuum, sanitize, and otherwise complete cleaning of the facility prior to its next use.
- e. Cleaning charges are per day. If a multi-day renter chooses to pay the cleaning charge only once, trash must be removed and bathrooms cleaned by the renter each day.
- f. For Central School Auditorium Use: See specific regulations below.

## 7. Deposit Refund

- a. Refund of security deposit will be issued within thirty (30) days of the facility use date. Any use of alcohol by renter shall result in the termination of event and full forfeiture of security deposit unless a special event permit authorizing the sale of alcohol has been approved by City Council or alcohol sales have been

approved in Central School Auditorium use contract. If a group fails to perform a proper clean up after their activity, the total deposit shall be forfeited. Applicant shall bear the full financial responsibility for any and all damages to equipment or facility. The applicant and group shall be invoiced for all damages exceeding the forfeited deposit and shall be banned from further city facilities use until all balances are paid in full.

8. Decorations

- a. No decorations of any kind may be attached to any part of the facility. Use of any type of candle or open flame decoration is prohibited.

9. Food and Drinks

- a. Food and drinks are permitted in only certain designated areas as determined by the City.

10. Alcohol Use

- a. The use and/or possession of alcoholic beverages are prohibited unless a special event permit authorizing the sale of alcohol has been approved by City Council.
- b. No person shall consume any alcoholic beverage prior to attending an event.
- c. Alcohol sales are permitted in the Central School Auditorium. Serving of alcoholic beverages will be allowed with approval and permits, according to local, state, and federal laws. The City must be provided a copy of all permits and insurance for alcohol use prior to time of rental. All alcohol must be delivered to and removed from the premises during the hours reserved by the renting party. The renting party assumes all responsibilities and liabilities associated with the serving of or use of alcoholic beverages for their event or use of the facility. Lessee must hire off-duty law enforcement if alcohol is served or sold and special event permit must be approved by City Council.

11. Sound

- a. Sound levels shall be maintained as to not disturb anyone else in the building or the immediate surrounding neighborhood. All doors must remain closed during the event if sound producing equipment is used. The use of amplified sound equipment is the responsibility of the applicant and must be specified on the facility use application and is subject to the approval of the Facility Coordinator.

12. Security

- a. The City reserves the right to require security at any and all events. The number of security guards shall be determined by the Facility Coordinator or as designated as part of the special event permit, if applicable, or as required by the Central School Auditorium use policy.

13. Minors

- a. One individual, age twenty-one (21) or older, shall be present for every twelve (12) individuals age eighteen (18) or younger. The applicant, who is over the age of twenty-one (21), shall be present at the facility rental during the entire event. If the applicant leaves for any reason, the rental is terminated and all fees and deposits are forfeited. All groups are under the direction and responsibility of the applicant.

14. Use Forfeiture

- a. Groups with recurring meetings scheduled over a period of time who fail to notify the City of cancellations shall, after two (2) consecutive times, automatically be taken off the facility calendar. A new application must then be submitted for reinstatement.

15. Animals

- a. No animals except, federally recognized service animals, shall be allowed inside City facilities.

16. Parking

- a. Parking of vehicles is allowed in marked/authorized parking spaces only.

17. Possession of Permit

- a. The Facility Use Permit shall be in possession of the applicant and shall be immediately presented upon request to any requesting official.

18. Bans on Applicants

- a. The City reserves the right to ban any and all applicants and attendees from City property.

19. Hours of Operation

- a. For Public Meeting Facilities (City Hall and Fire Stations):
- b. Hours of operation shall be from 7am to 10pm. Failure to adhere to these regulations shall result in forfeit of deposit and shall result in a ban of a minimum of one year for the individual and group.
- c. For Community Center Facilities (Niven and Waddell Centers):
  - i. Hours of operation shall be from 12 noon to 12 midnight. ALL CLEANUP/TAKEDOWN MUST BE COMPLETED AND THE FACILITY VACATED BY 12 MIDNIGHT. Failure to adhere to these regulations shall result in the forfeit of deposit and/or prosecution for trespassing, and shall result in a ban from City facilities of a minimum of one year for the individual and group.
- d. For Central School Auditorium Use: See fee schedule above.
- e. City-sponsored events and activities using these facilities are exempt from these hours.

20. City Cancellation or Relocation

- a. The City reserves the right to cancel or relocate any scheduled event at its discretion.

## RULES SPECIFIC TO CENTRAL SCHOOL AUDITORIUM USE

(These and all preceding regulations apply to Central School Auditorium Rental and Use)

### **\*\*Use of the Central School Auditorium is limited to performing arts purposes only.\*\***

- 1. SERVICE PROVIDED BY CENTRAL SCHOOL AUDITORIUM.** Rental of the Central School Auditorium is on a "four-wall" basis. Central School Auditorium shall furnish general lighting from the permanent fixtures, outlets and the equipment in the building; heat or air conditioning for rental period stated in the Central School Auditorium's operating policies; water for normal usage as now installed in the building; and normal janitorial services. Failure to furnish any of the foregoing because of circumstances beyond the control of the Central School Auditorium shall not be considered a breach of the Lease Agreement or any agreement between the parties.
- 2. TECHNICAL SERVICES.** The Central School Auditorium will provide a list of approved technical contractors for operating lights/sound/etc. For recurring lessees, the City of Albemarle may certify an affiliated operator. Only certified or approved operators may operate lights/sound/etc.
- 3. TRAINING AND CERTIFICATION FOR AUDIO/VISUAL OPERATION.** Use of the audio/visual system is limited to individuals trained and/or approved by the City.
- 4. ASSIGNMENT.** Lessee may not assign a Lease Agreement or any rights contained in a Lease Agreement nor sublet the Central School Auditorium without the Central School Auditorium's written consent.
- 5. LEASE SUBJECT TO OPERATING POLICIES.** Lessee shall be subject to all operating policies, or rules and regulations, adopted by the Central School Auditorium and its management and all such policies, rules and regulations as contained in the Central School Auditorium Facility Use Manual, shall be a part of this agreement. Said policies, rules and regulations shall be available to the Lessee upon Lessee's request to the Central School Auditorium's Managing Director.
- 6. EVENT PLAN/SCHEDULE.** For security reasons, access to the Central School Auditorium during the term of this Lease Agreement is by appointment only. Lessee agrees to furnish Central School Auditorium with an accurate written schedule of Lessee's activities in the Central School Auditorium, including specific time of arrival, set-up, rehearsal, performance and tear down (hereinafter "strike") times. Lessee agrees to furnish said schedule at least thirty (30) days prior to the first day of this Lease Agreement.
- 7. METHOD OF ACCESS FOR LESSEE TO ENTER FACILITY.** The lessee will obtain access key(s)/card(s) from the Niven Center during business hours the day before use of the auditorium commences.
- 8. TECHNICAL INFORMATION.** Details on equipment available for use can be found as an addendum to this policy. The lessee must notify the City ten (10) days before use regarding which equipment is required by the lessee. The City cannot guarantee the availability of equipment in the event of needed repairs or other unforeseen or unresolved issues. The lessee will be notified as soon as possible if any issues arise with required equipment.
- 9. CONCESSIONS.** Central School Auditorium reserves the right to sell any and all concessions during the term of this Lease Agreement, including (but not limited to) food, beverages, souvenirs, playbills and/or programs, recordings, T-shirts, etc. If Lessee desires to sell any items in or near the Central School Auditorium, Lessee must obtain permission from the Central School Auditorium at least ten (10) days before proposed sales and concession fees paid. Central School Auditorium may refuse said permission for any reason.

- 10. FRONT OF HOUSE PERSONNEL** Unless otherwise noted in written addendum to this agreement, Lessee is responsible for providing front-of-house personnel, including ushers, ticket takers, concessionaires and security. The Facility Use Coordinator of the Central School Auditorium shall designate the types and numbers of the personnel required.
- 11. STRIKE AND CLEANUP.** At the termination of the Lease Agreement, Lessee shall surrender the leased premises to the Central School Auditorium in as good condition as the premises are in now, ordinary wear and tear excepted. Lessee must commence strike and clean up until Lessee has removed all Lessee's equipment and returned Central School Auditorium to a condition acceptable to the Facility Use Coordinator.
- 12. INSURANCE.** The City of Albemarle requires Lessee to provide a copy of Lessee's Certificate of Insurance for general liability coverage with the City listed as "additional insured." This documentation must be submitted to the Facility Use Coordinator. The City further reserves the right to require the Lessee to purchase additional insurance coverage, as may be determined in the discretion of the Lessor.
- 13. LESSEE TO HOLD CENTRAL SCHOOL AUDITORIUM HARMLESS.** Lessee shall save Central School Auditorium harmless from any and all claims made on account of any loss, damage, or injury arising from the acts or neglect of Lessee, its agents, servants, or employees, and Lessee shall keep and hold Central School Auditorium harmless from any and all damages and liabilities arising from any fault or negligence of Lessee or failure on the part of Lessee to comply with this Lease. Furthermore, Lessee shall release, discharge, or save harmless Central School Auditorium from any and all claims for loss, damage, or injury to any properties or person which may be sustained during or because of Lessee's occupancy or use of the leased premises pursuant to this Lease Agreement. Lessee shall pay all of Central School Auditorium's costs and expenses, including reasonable attorney's fees, incurred in defense of, or as a result of any claim described herein. Lessee shall be liable to Central School Auditorium for any and all injuries or damages to Central School Auditorium, its employees or the premises which shall be sustained during or because of Lessee's occupancy or use of the premises pursuant to this lease.
- 14. TALENT CONTRACTS.** In cases where agreements have been made by the Lessee to present an artist(s), Lessee agrees to furnish Central School Auditorium a copy of a valid contract and technical rider for the artist at least fifteen days prior to occupancy. Lessee may withhold privileged financial information.
- 15. RECEPTION/PARTIES.** The Central School Auditorium is approved for theater or the arts' use only. No parties or receptions may be held in the Central School Auditorium.
- 16. DANGEROUS MATERIAL/FLAME PROOFING.** Lessee shall not, without written consent of Central School Auditorium, put up or operate any engine or machinery on the premises, or use any flammable, toxic or explosive items for mechanical or other purposes. Lessee agrees that all decorative material including but not limited to, set pieces, scenery, floor covering and set materials used in the premises shall be flameproof, and must submit proof of such upon request.
- 17. COPYRIGHTED MATERIAL.** Lessee warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold harmless from any and all claims, losses, or expenses incurred with regard thereto. Lessee shall pay all of Central School Auditorium's costs and expenses, including reasonable attorney's fees, incurred in defense of or as a result of any claims respecting copyrights and related matters.
- 18. ADVERTISING.** Lessee agrees that all advertising related to use of the Central School Auditorium shall be accurate and no advertising or dealings with the public shall be unfair or deceptive. Lessee shall not publish, list, or advertise the event before this Lease Agreement has been fully executed by the parties.

- 19. TAXES.** Lessee shall be responsible for payment of any and all taxes, permits, fees, and other charges arising out of or connected with the use of the premises by Lessee, and Lessee shall save Central School Auditorium harmless from any and all obligations with respect to such taxes, permits and other charges.
- 20. BROADCASTING.** All forms of broadcasting, telecasting, videotaping, recording or radio broadcasting are reserved to Central School Auditorium and shall remain under Central School Auditorium's control unless Lessee is granted in writing license to engage in these or similar activities.
- 21. TERMINATION AND COMPLIANCE WITH LAWS.** Central School Auditorium may terminate this Lease Agreement if any use or reasonably anticipated use of the Central School Auditorium by Lessee may conflict with or violate any applicable laws, or if any proposed or reasonably anticipated occupancy or entertainment may tend to bring discredit or physical damage to Central School Auditorium or The City of Albemarle. Lessee shall be responsible to insure compliance with all laws, regulations, ordinances, and legal duties and obligations arising out of, or connected with, Lessee's use of the leased premises.
- 22. INSPECTION OF PREMISES.** Lessee shall inspect premises prior to execution of the Lease Agreement. Execution of this Lease Agreement shall constitute acknowledgment that the leased premises and Central School Auditorium's property are in good, safe and serviceable condition and fit for the Lessee's uses and purposes unless Lessee makes claim to the contrary by a written statement describing any complaint delivered to the Facility Use Coordinator together with this Lease Agreement. As to any changes which may occur in the condition of said premises or property prior to occupation and use by Lessee, occupation and use shall constitute acknowledgment that said premises and property are in good, safe and serviceable condition and fit for Lessee's uses and purposes unless Lessee makes claim to the contrary by written statement, delivered to Facility Use Coordinator prior to the earlier of Lessee's first performance or rehearsal, or the end of the first day of Lessee's occupation of the premises. Central School Auditorium shall not be liable in any event to Lessee for any loss, delay, or damage of any kind or character resulting from defects in, or inefficiency of, the premises, equipment, or services provided pursuant to this agreement, or any accidental failure or breakage thereof.
- 23. LIMITATIONS ON SERVICES PROVIDED.** Central School Auditorium shall not be responsible in any way for any losses, delays, or damages, sustained by Lessee by reason of any defect, deficiency, failure or impairment of the heating and air conditioning systems, water supply systems, plumbing and drainage systems, or electrical or other power systems leading to or upon the leased premises. If the premises or any part thereof shall be damaged by fire or if for any other reason including but not limited to strikes, failure of utilities, or any acts of God, which render the fulfillment of this Lease Agreement by Central School Auditorium impossible or impractical, the Lessee hereby expressly releases, discharges and will save harmless Central School Auditorium from any and all claims arising out of any of these causes. Additionally, Central School Auditorium shall not be responsible to Lessee in any way for losses, delays, or damages sustained by Lessee by reason of any defect, deficiency, failure or impairment of any equipment owned or possessed by Central School Auditorium and used by Lessee upon leased premises; or any defect, deficiency, failure or impairment in said premises; or any claim made against the Lessee by any third person arising out of any such defects, deficiencies, failure or impairments of said equipment.
- 24. LIMITATION OF DAMAGES TO LESSEE.** If Central School Auditorium should be held liable to Lessee for any matter arising out of the Lease Agreement, or any related transaction or occurrence, Lessee's sole remedy shall be limited to the recovery of funds paid by Lessee to Central School Auditorium under this contract.
- 25. LESSEE'S PROPERTY DEPOSITED.** All property which Lessee may bring to the Central School Auditorium shall be deemed to have been deposited with the Central School Auditorium as collateral security for all claims which the Central School Auditorium may have for rents or other payments owed by Lessee for default or breach by Lessee of its obligations or responsibilities respecting the use of the Central School Auditorium. Central School Auditorium shall have a lien on said property to secure payment of said claims. The rights, remedies and obligations of the parties with respect to said lien shall be provided for secured parties and debtors under Article 9, Chapter 25 of the North Carolina General Statutes. This deposit shall include, but not be limited to, all receipts of money made by or



for Lessee. Said deposit for collateral security shall be held by the Central School Auditorium until the expiration or termination of this Lease Agreement. If Lessee, in fact, is past due for rents or other payments or is in default or breach of its obligations or responsibilities, then Central School Auditorium shall be authorized to sell such property as provided in Article 9, Chapter 25 of the North Carolina General Statutes, with the proceeds of such sale or sales to be applied toward the satisfaction of the accounts, as stated above, as provided by said Chapter 25.

**26. PROPERTY LEFT BY LESSEE.** Central School Auditorium may, at Lessee's expense and without any liability on the part of the Central School Auditorium, remove from the premises (and, if necessary, put in storage) any or all of Lessee's property remaining on the premises after termination of this Lease Agreement. After a period of ten (10) days immediately following the termination of the terms of this Lease Agreement, any of the Lessee's property remaining at the Central School Auditorium or otherwise in the Central School Auditorium's possession shall be deemed abandoned by Lessee and shall become the property of the Central School Auditorium. In cases in which said property had not been disposed of and Lessee seeks to recover said property, it may be returned in the sole discretion of the Managing Director of the Central School Auditorium, but only after payment of a storage fee not less than \$5 per day per item which shall be computed for each day after the tenth day.

**27. MATTERS RESERVED TO CENTRAL SCHOOL AUDITORIUM.** Any decision affecting any matter not expressly provided for in this agreement shall rest solely with the discretion of the Central School Auditorium. If, in any one or more instances, Central School Auditorium does not insist upon the Lessee's strict or absolute performance of any one or more of the provisions of this Lease Agreement, then such conduct by the Central School Auditorium shall not be construed as a waiver of such provisions, but the same shall continue and remain in full force and effect. If the Central School Auditorium accepts rent with knowledge of Lessee's breach of any provisions of this Lease Agreement, then such acceptance of rent shall not be deemed a waiver by Central School Auditorium of any such provisions unless so expressed in writing and signed by Central School Auditorium.

**28. ATTORNEY'S FEES AND INTEREST.** Upon failure of Lessee to make any payment required under this Lease Agreement or any other default by Lessee, the Central School Auditorium may employ an attorney to enforce the Central School Auditorium's rights and in the event that required payments are not paid and the same are collected by or through an attorney at law, an attorney fee of fifteen percent (15%) of the balance then owed shall be added to and collected as a part of the payment owed to the Central School Auditorium. All unpaid amounts shall bear interest from the end of the term of this Lease Agreement at the rate of twenty percent (20%) per annum, or at the highest contact rate allowed by law for unpaid obligations of that type and amount.

**29. POSTPONEMENT AND CANCELLATION POLICY.** In the event of a cancellation made by Lessee after the Contract and Rider have been fully executed, the Central School Auditorium will charge the Lessee an amount based on guidelines and policies listed in the Central School Auditorium's Facility Use Policy.

**30. POLICY REGARDING PAYMENT OF FEES FOR THE USE OF THE FACILITY.** It is the policy of the Central School Auditorium that all fees associated with this contract be paid by the date stipulated in said contract. Damages and extensive cleaning will result in forfeiture of all or a portion of the refundable security deposit.

**31. RESPONSIBILITY FOR DAMAGES.** In the event that a room, facility or any of its contents suffers damage due to the actions or neglect of groups or entities that have reserved the room or facility, the renting party will be charged the actual costs to repair or replace the room, facility or damaged item, in addition to forfeiting the security fee for the use of the room or facility. The renting party shall be responsible for all claims, damage or accidents occurring by any act, omission, default, subcontractor, employees, patrons, guests, or negligence. The renting party will pay the City in cash/credit card, upon demand, a sum equal to the cost of repairing and restoring the facility to its condition as of the beginning of this lease.

**32. NON-DISCRIMINATION POLICY.** The City of Albemarle prohibits discrimination against any person for any reason including age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual orientation, gender identity, political affiliation, marital status, veteran status, or any other characteristic protected by law.

- 33. ACCIDENT OR INJURY.** Renting party shall promptly report all accidents or incidents which result in either personal injury or damage to the property of the City, an employee, or member of the public, regardless of who is responsible for the damage.
- 34. DECORATIONS.** The use of displays, decorations or similar items is expressly limited to freestanding elements, tables, or easels. The attachment of displays, decorations or similar items on walls, doors, windows or any other surface is prohibited.
- 35. VACATING UPON END OF LEASE.** Failure to conclude the use of a room or facility (defined as more than fifteen minutes beyond the time indicated on the application), may result in the forfeiture of the security deposit and additional fees assessed.
- 36. MISCELLANEOUS PROVISIONS.**
- Bubbles, glitter, confetti, birdseed, and rice are prohibited inside the facilities. Bubbles are permitted outside the facilities.
  - Illegal drugs, gambling, vulgar language or solicitation is prohibited.
  - Weapons, except those carried by Police.
  - Animals, except service animals or those approved by the City Manager or his designee.
  - Any game or activity that is prohibited by North Carolina law, federal law or local law. This includes "Casino Night" or "Bingo".
  - No open flames are allowed, including candles.
  - Use of the facility for personal gain or moneymaking projects is prohibited.
  - Nails, hooks, tacks, tape, glue, sticky tack or screws into any part of the facilities is prohibited.
  - Items left overnight unless approved by the City Manager or his designee is prohibited.
  - No decorations of any kind shall be attached to walls, floors, ceilings, doors, doorframes or tables unless approved by the City Manager or his designee.
  - Fireworks or other explosives are prohibited in the facilities and on the premises.
  - Any agreement to use the facilities is not assignable to any other person or entity.

City of Albemarle  
 Facility Application Form



Application Number \_\_\_\_\_

Last Name, Date (mo/yr) \_\_\_\_\_

Applicant Full Name \_\_\_\_\_

Facility Requested \_\_\_\_\_

Organization \_\_\_\_\_

Date of Use \_\_\_\_\_

Address: \_\_\_\_\_

Hours of Use \_\_\_\_\_

\_\_\_\_\_

Name of Function \_\_\_\_\_

Email Address \_\_\_\_\_

Number of Attendee \_\_\_\_\_

Phone \_\_\_\_\_

Type of Function \_\_\_\_\_

Phone \_\_\_\_\_

Class \_\_\_\_\_

(A, B, C, D, E, F, G)

Will the function be catered?      Yes      No

Will an admission fee be charged?      Yes      No

Will the function be open to the public?      Yes      No

The undersigned hereby agrees to be responsible for any damage to the facility occurring during and by this use, and agrees to be responsible for the conduct of all persons in attendance. Applicant further agrees to be responsible for any accident or injury occurring to anyone during and by this use, and agrees that the City of Albemarle, its officers and employees, shall not be responsible for any such injury or loss, except as arises from the sole willful act, omission or sole negligence of the City of Albemarle, its officers or employees.

The undersigned has received a copy of the Facility Use Policy and agrees to comply with the rules and regulations listed therein.

\_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Staff Approving Application

\_\_\_\_\_  
 Date

Action Taken:      Approved      Denied

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

City of Albemarle  
Facility Inspection Form  
Pre & Post Rental



Date of Inspection: \_\_\_\_\_

Facility Inspected: \_\_\_\_\_

Room(s) Inspected: \_\_\_\_\_

Name of Renter: \_\_\_\_\_

Address: \_\_\_\_\_

Pre or Post Inspection \_\_\_\_\_

Staff Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Receipt #(s): \_\_\_\_\_

Method of Payment: \_\_\_\_\_

Date of Payment: \_\_\_\_\_

**Pre -Rental**

On a scale of 1 - 10, please rate the following items associated with your rental.

1 = worst experience and 10 = best experience. If the question does not apply to your rental check N/A

**Customer Service: Staff was helpful and professional when setting up your rental:**

1            2            3            4            5            6            7            8            9

Comments: \_\_\_\_\_

**Cleanliness of Room(s):**

Trash Cans provided and empty of all trash:

1            2            3            4            5            6            7            8            9

Floors clean of all debris and hazards:

1            2            3            4            5            6            7            8            9

Room ready for set-up:

1            2            3            4            5            6            7            8            9

Restrooms clean and fully stocked:

1            2            3            4            5            6            7            8            9

Kitchen clean and ready to use:

1            2            3            4            5            6            7            8            9

Comments: \_\_\_\_\_

**Operation of Rental:**

Temperature was set to a comfortable temperature for rental:

1          2          3          4          5          6          7          8          9

Key provided before rental:

1          2          3          4          5          6          7          8          9

Parking areas were accessible and clean:

1          2          3          4          5          6          7          8          9

Comments: \_\_\_\_\_

**Post - Rental**

**Cleanliness of Room(s):**

Trash Cans were emptied into dumpster:

1          2          3          4          5          6          7          8          9

Floors were clean and free of all debris and hazards:

1          2          3          4          5          6          7          8          9

Tables and chairs put back into their original locations:

1          2          3          4          5          6          7          8          9

Restrooms left cleaned; trash cans emptied; toilets flushed, etc.

1          2          3          4          5          6          7          8          9

Kitchen clean: (trash emptied, counters cleaned, floors cleaned):

1          2          3          4          5          6          7          8          9

**Operation of Rental:**

Used only rooms that were scheduled to be used:

1          2          3          4          5          6          7          8          9

Parking area left clean:

1          2          3          4          5          6          7          8          9

Key returned:  Yes           No

<p>Staff use only</p> <p>Security Deposit to be refunded: <input type="checkbox"/> Yes          <input type="checkbox"/> No</p> <p>Date Security Deposit paperwork sent to Finance: _____</p> <p>Staff Initials: _____</p>
--

City of Albemarle  
Facility Use Permit



PERMIT HOLDER INFORMATION

Full Name \_\_\_\_\_  
Organization \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Cell Phone \_\_\_\_\_

LOCATION / EVENT INFORMATION

Facility Requested \_\_\_\_\_  
Date of Use \_\_\_\_\_  
Hours of Use \_\_\_\_\_  
Name of Function \_\_\_\_\_  
Number of Attendees \_\_\_\_\_  
Type of Function \_\_\_\_\_  
Class \_\_\_\_\_  
(A, B, C, D, E, F, G)

No Alcohol Permitted, with the exception of allowed uses described in the Facilities Use Policy.

No Decorations that may harm the facility or create unnecessary mess. (No pushpins, tape, confetti, etc.)

No Smoking or Tobacco Use Allowed.

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The undersigned hereby agrees to be responsible for any damage to the facility occurring during and by this use, and agrees to be responsible for the conduct of all persons in attendance. Applicant further agrees to be responsible for any accident or injury occurring to anyone during and by this use, and agrees that the City of Albemarle, its officers and employees, shall not be responsible for any such injury or loss, except as arises from the sole willful act, omission or sole negligence of the City of Albemarle, its officers or employees. The undersigned has received a copy of the Facility Use Policy and agrees to comply with the rules and regulations listed therein.

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Staff Issuing Permit

\_\_\_\_\_  
Date