

# **TOWN OF PINETOPS**

## **COMMUNITY CENTER FACILITY RENTAL POLICY**

### **Operating and Rental Policies**

It is the policy of the Town of Pinetops to make the Community Center available on a nondiscriminatory basis, while maximizing the use of the facility to offset operating expenses. Permission to use the facility, whether rented or provided at no charge, is not considered to be an endorsement of or any sponsorship of any group, individual, organization or event.

### **1. Reservations**

A confirmed and signed “Community Center Facility Use Agreement” is required to reserve a rental. A signature and payment of all rental fees is required to confirm rental. By signature, lessee agrees to comply with this Policy and all applicable Town ordinances. Applications for use during any calendar year (January 1 – December 31) are processed as received. The status order of a reservation is determined by the date of receipt by the Town of Pinetops of the signed application, not the date of the initial inquiry. Groups/users who utilize the facility on a regular basis are required to submit a new application each year. Rental of the Community Center is limited to four (4) total days per month. Requests for reservations shall be made through the Town of Pinetops, 101 East Hamlet Street, Pinetops, NC 27864. Reservation information is available by calling (252) 827-4435. The Town of Pinetops reserves the right to refuse any lease request if made less than ten (10) working days prior to the date of the proposed rental. Set up and take down time must be included in the reservation. Reservations are limited to those dates, times, and areas listed in the “Community Center Facility Use Agreement.” Preference will be given to events for Town of Pinetops functions and town residents and entities for scheduling and availability purposes.

### **2. Damage Fee**

A deposit fee of \$100.00 is required for the use of the facility, except for the Community Service and Town-Sponsored use categories, unless there is a past history of damage by the prospective user, or as determined by the Town Administrator. The deposit fee shall be deposited in the Town of Pinetops General Fund. Deposits are to be returned to the lessee within forty-five (45) days after the event, if all guidelines and policies have been adhered to including, but not limited to, no damage resulted in the use of the facility and contents; the event did not extend beyond the reserved time; no occurrence of vandalism or improper conduct; the facility is returned as found, left clean, trash taken out, and food removed; and no

police assistance was required for disturbances or other such infractions.. The renter will be billed for any costs greater than the deposit. The renter will not be allowed to lease any Town facilities until full payment has been made. The lessee shall be responsible for all claims, damages or accidents occurring in any part of the facility damaged by any act, omission, defaults, subcontractor, employees, patrons, guests, or others admitted to the facility by lessee, or the negligence of the lessee. Lessee will pay the Town of Pinetops upon demand a sum equal to the cost of repairing and restoring the facility to its condition before the rental, or at the option of and with the approval of the Town, will make such restoration and repairs at their own expense. A cancellation made seven (7) days prior to rental date of the community center is entitled to full reimbursement of refund of deposit. If cancellation is made without the proper notice this will forfeit any refund of the rental fee deposit. The lessee shall restore all Town equipment used to its proper condition.

### **3. Hours Available**

8:00 A.M. and 11:00 P.M.

### **4. Access to Building**

The leasing fee includes the use of the facility, utilities, normal maintenance and use of tables and chairs.

### **5. Rental Fees**

#### **a. Town Sponsored Use**

Events, meetings, or activities conducted or sponsored by the Town of Pinetops as a whole or by one of its departments. The Town of Pinetops may participate in co-operative or joint programs with other agencies, organizations, institutions, or individuals as part of its own efforts to facilitate information access in the community or to provide a valuable service to the community as a whole or to a targeted segment of the community. Sponsorship is at the discretion of the Town of Pinetops. These sponsored programs may include, but not be limited to, speeches, community forums, discussion groups, displays and live or media presentations, health and mental health programs, or educational and scholarship programs. Sponsored events must be open to the general public, free of charge, observe all facility use policies, and have written approval as a sponsored event prior to being scheduled.

#### **b. Community Service Use**

Donated activity or program that is performed by an individual or a group for the benefit of the community and not for personal or professional gain or recognition. Examples include, but are not limited to, blood drives, nutrition programs, senior activity and support events, meal events for the elderly or needy, health screenings, literacy programs, youth mentoring programs, life skill development programs and events held by other local government agencies. Recurring Community Service Uses shall only be required to submit a Facility Use Agreement once per calendar year.

**c. Private uses, individuals and businesses.**

Private/business uses of the facility are intended for such events as weddings, birthday parties, graduations, award ceremonies, and similar events that do not involve the selling of services or products or other commercial-type activities.

To qualify as resident, applicant must live or have a business within Town limits. A driver's license, certificate of incorporation or LLC, or other legal forms of ID are required. This along with verification of Town utility services will establish residency. Other proof of residency may be accepted or required per the discretion of the Town. Organizations may not use the address of a member or employee who is a Town resident.

**FACILITY FEE SCHEDULE**

Town-Sponsored Use	No Charge
Community Service Use	No Charge
Non-profit or community group	No Charge
Private use, Resident	\$175.00/day
Private use, Non-Resident	\$300.00/day
Private use, town-based Business	\$250.00/day
Private use, Non-town-based Business	\$400.00/day

Rental fees are based upon daily use of the facility.

Parents or guardians must sign the reservation form on behalf of any lessee under 21 years of age. Anyone under 21 years of age and youth groups requesting the use of

the facility must ensure an adult chaperone ratio of one (1) adult per fifteen (15) minor children.

## **6. Use of Kitchen**

Rental of the facility may include use of the kitchen. Kitchen users must make their own catering arrangements and arrange for cleaning of the kitchen after use. The kitchen is not equipped for large-scale food preparation or catering. Cleaning supplies and trash bags are the responsibility of the lessee.

## **7. Sign and Decoration Placement**

All decorations, scenery, etc., shall be erected without defacing the facility in any way and are subject to the approval of the Town of Pinetops. All signs, decorations, scenery, etc., shall be installed and removed from the facility within the time reserved. No items, materials may be affixed to walls, doors, flooring, furniture, etc., that will leave a residue, stain, scratch or otherwise mar these surfaces. No smoking, use of candles, open flames, decorations which may be flammable or combustible, smoke or fog generating equipment or apparatus is allowed.

## **8. Miscellaneous Provisions**

- a. No items may be stored for any user/group within the facility.
- b. All supplies and equipment used in an event must be removed from the facility at the completion of each reservation period.
- c. No alcoholic beverages allowed.
- d. Town property shall not be removed from the facility.
- e. The lessee shall not assign or sublease the space covered by the "Facility Use Agreement."
- f. No person shall be allowed to have firearms, knives, explosives, or any other weapons in the facility or on the premises at any time.
- g. Users shall observe posted room capacities.
- h. The Town reserves the right to schedule multiple bookings when the additional booking does not interfere with the primary lessee's booking.
- i. The Town reserves the right to modify or change rules as deemed in the best interest of the Town.



j. The Town may reject any applications for use of Town Facilities where it determines the proposed use or activity is likely to result in disturbance of the public peace, violation of Town Ordinances, or damage to the facilities.

k. The Town of Pinetops reserves the right to interrupt, terminate, or cancel an event when in the judgement of the Town Administrator or the Chief of Police, such act is necessary in the interests of the 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. Advertising/promotion of events, meetings, programs, etc., for which space within the facility has been reserved, must clearly state the sponsor of the event, a local contact person and a telephone number. Promotional materials, press releases, etc., must be worded so it is clear to the public that the event is not sponsored by the Town of Pinetops. Non-compliance with this policy may lead to immediate cancellation of the event and forfeiture of rental fees paid.

# THE TOWN OF PINETOPS

## Facility Rental Agreement

Applicant/Responsible Party	Scheduled Date
Organization/Individual's Name	Scheduled Time (Start & Finish)
Address	Planned Activity/Rental Purpose
City State Zip	Estimated Number of Persons Attending
Organization Type	Use Category
Phone Number	Recurring Use (Y/N)
Email	Total Charge:

### **Rules:**

1. NO alcoholic beverages, drugs or tobacco products allowed.
2. Renters are responsible for setting up rental space. The rental space is not set up in advance by staff.
3. Must abide by town noise ordinance.
4. Please use appropriate parking spaces.
5. No pets or smoking allowed in the Community Center.
6. Decorations may not be attached to the walls, ceiling, or floors without permission of the Town. Decorations must be completely removed immediately following use.
7. Clean up: Renters are responsible for cleaning the rental space as part of the rented time. This includes, but is not limited to, sweeping/mopping floors and taking filled garbage bags to outdoor trash receptacles.
8. The renter is responsible for the behavior of their guests at all times. Guests must remain in the rented space.
9. The Town reserves the right to amend, create, or change any rule/regulation at any time.

**PLEASE HAVE THIS PERMIT IN YOUR POSSESSION WHILE AT THE FACILITY!**

The above party agrees to indemnify the Town of Pinetops and hold it harmless from all damages, injuries, liabilities, losses and expenses incurred by any person or party in any way from the above party's use of Town facilities. The undersigned agrees to all conditions and terms listed in this agreement and agrees to be responsible for all damages to the facilities that takes place while the undersigned and guests are occupying the premises.

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**Town**

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**Applicant**

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**Date**

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**Date**

**Facility address/location:**

**Pinetops Community Center Building  
202 South 9<sup>th</sup> Street  
Pinetops, NC 27864**

**Maximum capacity 75**