

Effective Date: June 28, 2016

Supersede Date: 8/14/2000

Policy Number: 108



Town of Wendell Parks & Recreation Facility Rental Policies and Procedure

Mission

The Wendell Parks and Recreation Department strives to be a leader in Eastern Wake County by offering high quality recreational, cultural and leisure opportunities that will promote positive development and growth for Wendell citizens and visitors alike. It is our mission to provide open space facilities that will meet the needs of parks and recreation, preserve our natural resources and protect the historical integrity of our community for generations to come.

Wendell Resident is defined as a person who lives within the Wendell Corporate Limits.

Visitor is defined as anyone who resides outside the Wendell Corporate Limits.

Wendell Community Center, 601 West Third Street

Requests must be in writing for each occasion and are not automatically renewed.

Space is reserved when application and non-refundable deposit are received.

The Lessee must be 21 years old or older and provide a valid North Carolina picture ID when submitting request.

Space is reserved when application and non-refundable deposit is received at least 90 days prior to the date of the event. Payment in full of the remaining fees and applicable permits and paperwork must be completed and provided to the Parks and Recreation staff at least 30 days prior to the event. Payment may be in the form of cash, certified check or money order.

The Lessee is responsible for the actions of the participants in their group and/or event. The Lessee is responsible for accidents or personal injuries that occur during the leasing period.

The Lessee and guests of the event are responsible for keeping up with their belongings.

The Lessee is responsible for replacing and/or repairing any damages to the facility or equipment.

The Town of Wendell reserves the right to require the Lessee to provide security for their event. Off-duty officers of the Wendell Police Department may be hired at the designated off-duty rate.

The Town of Wendell reserves the right to require the Lessee to provide insurance from individuals for its events, including insurance covering the facility and/or persons in attendance. At a minimum the Lessee will provide the Town with a certificate of insurance showing that the Lessee entity carries one million dollars Comprehensive General Liability Insurance for the

event. Moreover, the Town shall be named as an additional insured under the policy for this event. Some events may be required to provide additional coverages.

The Town of Wendell must approve all decorations for the event. Decorations shall not be taped, hung, or stapled on the walls or doors or floors without permission. Confetti is not to be used inside the Wendell Community Center.

The Town of Wendell may waive its concession stand rights during entire facility rentals.

Normal rental times for the facility are:

Monday through Thursday between 6 a.m. and 9 p.m.

Friday between 6 a.m. and 5 p.m.

Any request for rentals outside of these time limits will be charged at the after hour rate.

Events in the Wendell Community Center shall end no later than 12 midnight. This does not include breakdown times.

The facility will be available only during the hours specified on the application and that have been approved in writing by the Town. Please request enough time for set-up and clean up. The Lessee will be subject to an additional charge of one and one-half times the hourly rental rate for any time that exceeds the approved hours.

Smoking and the use of all tobacco products are prohibited on park property.

Cancellations

- A) The Town of Wendell reserves the right to cancel the event upon Acts of God including inclement weather or other natural occurring events outside the interference of the Town. The Town of Wendell will not be liable for any costs incurred by the Lessee due to cancellations resulting from weather or other natural causing events.
- B) All cancellations by the applicant must be made or submitted in writing to the facility supervisor. Cancellations within 30 days of the scheduled event will be charged an administrative fee of 15% of the entire facility rental total in addition to the required one hour reservation rental deposit. For cancellations more than 30 days prior the scheduled event, the non-refundable deposit will be retained.

Events where alcohol is served may be permitted in the Wendell Community Center in accordance with the following conditions:

- A) No alcoholic beverages shall be sold, possessed or consumed on the premises without an Alcoholic Beverage Permit, if one is required by the Alcoholic Beverage Control Board. Persons holding the Special Occasions permit will be responsible for providing all alcohol to be consumed on the premises. **Brown Bagging and coolers are prohibited. All alcohol, including, personal coolers, must be taken to the designated area for distribution.** The Lessee shall comply with all applicable Alcohol Beverage Control laws.
 - a. ABC Permit must be received by Town of Wendell Parks and Recreation staff a minimum of 30 days before the event.

Small Town. Big Charm

- B) Alcohol shall only be distributed by the Lessee or an agent of the Lessee and must be distributed from a designated area. The distribution, possession, and consumption shall only take place inside the Wendell Community Center or as otherwise allowed by the Wendell Board of Commissioners. The Lessee does have the authority to transport the alcohol through the park en route to the Wendell Community Center.
- C) No alcohol shall be distributed or consumed in the Wendell Community Center within one hour before the end of the event. Events ending at midnight shall stop serving alcohol at 11 p.m. Alcohol can only be served and consumed for four hours. This does not apply to events which do not exceed two hours.
- D) All events where alcohol is served require the hiring of off-duty Wendell Police Officer(s) at the off-duty rate(s) and additional Wendell Parks and Recreation staff supervisor(s) at the regular rates as determined by the Wendell Chief of Police and Director of Parks and Recreation, respectively.
- E) The Parks and Recreation Director will confirm with the Police Chief that the correct Alcohol Beverage Control permits have been secured by the Lessee and that the off-duty police officer(s) have been scheduled for the event.
- F) Any event serving alcohol requires the Lessee to carry Comprehensive General Liability Insurance and Liquor Liability Insurance with a minimum limit of one million dollars for each. The Lessee must provide the Town with a certificate of insurance showing that the Lessee has both Comprehensive General Liability Insurance and Liquor Liability Insurance. The Town of Wendell will also be named as an additional insured under the Lessee's insurance policy.
 - a. Certificate of Liability must be received by Town of Wendell Parks and Recreation staff a minimum of 30 days before the event.

For Profit Events That Require Tickets, Merchandise, or Goods to be Sold

If the approved rental requires an admission fee, tickets to be sold, contributions taken, goods, products or merchandise to be sold, then there will be a per event fee of \$600 or 20 percent of the gross receipts, whichever is greater.

Facility Cleaning Rate (Gym and/or Entire Facility)

The following guidelines shall be complied with at the completion of an entire rental facility:

- A) The Lessee of the facility must ensure the facility is left in a manner that is consistent with the way it was upon their arrival. The Lessee is expected to make sure all trash, paper, cups, and bottles are placed in the provided receptacles. All tables and chairs should be wiped down with a damp cloth.
- B) The Wendell Community Center requires a cleaning fee for all gym and/or entire facility rentals and an event serving alcohol. All cleaning fees must be paid along with rental fees and the nonrefundable deposit. The cleaning fee covers the cost of the facility cleaning by the Town's contracted janitorial staff. This cleaning will include sweeping and mopping of all floors, cleaning of all windows, doors and mirrors, cleaning of all restroom facilities and replenishing of all soap and hand towel dispensers. Other cleaning services included in this fee involve the removal of all trash from the facility and the sweeping and buffing of the gym floor.

- C) For entire facility rentals, cleaning fees are subject to the number of participants that are expected. The number of expected participants must be included in writing on the required Application for Use of Facility.
- D) Refer to Facility Rental Fee Schedule for the cleaning fee.

Final Walk Through at the End of Rental

At the conclusion of the rental, the Lessee will be expected to complete a final walk through of the entire facility with the supervisor on duty to ensure the facility and the provided equipment (i.e. tables and chairs) are accounted for and free of any damage. The Lessee is responsible for the behavior of their guests. Lessee understands they will be financially responsible for any damages to the facility which may occur during the event. The Town of Wendell is trying to maintain a family atmosphere and facility. We ask that it be treated with care and respect.

Thank you for allowing us to be a part of your special event!

I, the undersigned Lessee, certify that I have read the above procedures and understand I am responsible for adhering to them.

Print Name: _____

Signature: _____

Date: _____