



**TOWN OF AYDEN
PROPERTIES AND FACILITIES
RENTAL AND USE POLICY**

The Governing Board of the Town of Ayden does hereby set forth the following rules and regulations governing the rental and use of town properties and facilities. All fees and rates shall be as adopted by the Governing Board or as subsequently amended, or as adopted to meet specific or unique rental and use arrangements.

1. The lessee of town properties must be at least twenty-five (25) years of age, and must be a bona fide member of the organization or agency requesting rental of the facility. Organizations wishing to lease the auditorium must produce a copy of the organization's IRS 501(c)3 Public Charity Approval letter to prove they belong to a legitimate non-profit organization. The person requesting to enter into a rental use agreement must present a valid North Carolina Driver's License or some other form of photo identification that identifies the individual's age and residency address.
2. Reservations and lease arrangements should be made at the Town Hall between the hours of 8:30 am and 5:00 pm weekdays for the use of the Arts and Recreation Community Center (including auditorium), Veterans Park (including the Baldree Shelter and the small shelter), Second Street Community Building, Old Town Hall, and other town facilities/properties that are leased.
3. Except for non-profit, charitable, or town sponsored organizations and events, town properties and facilities shall not be leased for profit or gain unless approved by the Town Manager. In administering this policy, the Town Manager shall have the authority to determine whether an organization or event is non-profit, charitable, or town sponsored in nature, for functions and events proposed for the Arts and Recreation Community Center (including auditorium), Veterans Park (including the Baldree Shelter and the small shelter), Second Street Community Building, Old Town Hall, and other town facilities/properties that are leased.
4. The Town Manager shall review and approve all proposed events, functions, or activities that involve leasing the Arts and Recreation Community Center (including auditorium), Veterans Park (including the Baldree Shelter and the small shelter), Second Street Community Building, Old Town Hall, and other town facilities/properties that are leased, and shall make a determination regarding leasing arrangements and fees. The Town Manager shall have the authority to authorize and enter into all lease arrangements.
5. The Second Street Community Building and the Arts and Recreation Community Center Auditorium is available for rent by religious organizations in the event that the organization is

displaced from its permanent facility due to disaster. The rental of space will be allowed for a temporary basis defined as the sooner of six months or as soon as repairs to its permanent space are complete. In the event that a religious organization needs more than six months for temporary displacement due to a disaster, the application for additional time shall be considered on a case-by-case basis. The Town Manager shall review and approve all proposed rentals by religious organizations and shall have the authority to refuse approval of a rental agreement should the application not meet the standards defined in this policy.

6. Upon determination of need by the Town Manager, an off-duty member or members of town staff, the Police Department, or its appointed or contracted representative, shall be present during activities conducted on town property. In the case where 100 or more attendees are expected, an off-duty member or members of town staff, the Police Department, or its appointed or contracted representative, shall be present during activities conducted on town property. In the case where it is determined by the Town Manager that off-duty staffing is necessary, the lessee shall be responsible for compensating the off-duty representative of the town at a rate of \$25 per hour per off-duty individual and shall make said payment when paying for the reservation and rental of the property or facility. Should off-duty staffing be needed beyond the lease agreement stated time, the lessee shall be responsible for the additional compensation. Town staff shall deduct the cost from the security deposit; in the case the deposit does not cover the overage, town staff shall bill the organization or individual named as the lessee for the difference and said payment shall be due to the town within fifteen (15) working days.
7. Keys for access to the Second Street Community Building, Old Town Hall, and the Arts and Recreation Community Center must be signed out and returned to the Ayden Police Department by the lessee, who must show receipt of payment prior to keys being handed over. The Town does not provide sound or light technicians as part of the leasing arrangement for the Arts & Recreation Community Center Auditorium, although a key is provided for use of the "tech room" where the sound and light boards are housed.
8. NO alcoholic beverages shall be allowed on town property.
9. All town properties and facilities shall remain open to the Town of Ayden for inspection at all times during the rental period. The Ayden Police Department may make a periodic inspection during the rental period to assure that the use is in compliance with the approved rental agreement.
10. All functions and activities shall be completed by 12:00 a.m. (midnight), and shall not occur on Sundays prior to 1:00 pm, unless specifically approved by the Town Manager.
11. All reservations/rentals shall be secured by payment of 100% of a reservation/rental fee (as well as any associated staffing costs or other costs involved) and payment of a security deposit as established in the most current budget ordinance. All reservations/rentals shall be secured a minimum of three (3) days in advance of the proposed activity, except for the Arts and Recreation Community Center, which shall require a thirty (30) days advance notice. The minimum advanced reservation requirement may be waived upon special approval of the Town Manager in the case of the Arts and Recreation Community Center, Second Street Community Building, Old Town Hall and other town facilities/properties.

12. The lessee is responsible for setting up and taking down any stage sets, decorations and equipment necessary for the proposed activity.
 - a. All existing tables, chairs, and other property of the town shall be replaced as originally arranged.
 - b. No items shall be taped, tacked, or otherwise secured to any walls, ceilings or fixtures without approval of the Town Manager or his designee.
 - c. All kitchen areas and equipment shall be thoroughly cleaned and sanitized; with equipment being properly stored.
 - d. All floors, tables, chairs, and so forth shall be swept and cleaned as needed.
 - e. All trash and garbage shall be secured in plastic bags and placed in the roll-out carts directly behind the building. DO NOT use the private dumpsters located behind Tripp's.
 - f. All windows and doors shall be closed and locked.
 - g. All cleaning materials and equipment shall be stored as originally arranged.
13. The lessee shall call or contact the Ayden Police Department after the close of the activity or function. The Police Department shall be given all keys, and shall conduct a preliminary inspection of the facility while in the presence of the lessee. The town's Facilities Maintenance Worker(s) shall perform a final inspection on the next working day following the function, prior to any subsequent functions on the property.
14. Upon finding of no damages or cleaning costs necessary to restore or repair the property to its original condition, the Town shall return the security deposit to the lessee within ten (10) working days.
15. If any repairs or cleaning to the property are identified as needing to be done by the town's Facilities Maintenance Worker(s) as a result of the rented use, the Town Manager's office shall send by certified mail in writing to the lessee, within five (5) business days, a list of the costs necessary to make the identified repairs.
16. The lessee shall be responsible for any damage to town property or equipment, and the Town shall withhold an amount of the security deposit necessary to pay for costs of repairing such damages, which may include any necessary cleaning.
17. The lessee shall be liable for and shall reimburse the Town for all repairs made necessary as a result of damage to any property or equipment that may be beyond the amount of funds secured by the security deposit.
18. The town shall be responsible for physically repairing any damages or cleaning, either through town staff, or through contracted services.
19. The lessee shall make payment available to the town for any damages within fifteen (15) calendar days of notification of damage by the Town Manager's office for damages in excess of the amount of the security deposit.
20. If the security deposit is sufficient to cover necessary repairs, the town shall make the repairs and shall refund to the lessee any balance remaining within fifteen (15) working days after the town's Facilities Maintenance Worker(s) provides notice to the Town Manager that the repairs have been made.

21. If the lessee desires to promote the rental use or provide directions to where the rented use is taking place by using signs, the lessee shall first receive permission from the town's planning office to place signs about town. If granted permission, signs are to be only placed about town for a specified period of time and must be removed within 24 hours after the intended rental use occurs. Failure to remove any signs placed about town related to the rented use will result in forfeiture of the security deposit.
22. Once reservations/rentals are made for a town property, a cancellation notice to the Town Manager is required according to the following schedule in order for the reservation/rental fee to be refunded.

Arts and Recreation Community Center Auditorium

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| a. Notice presented prior to 90 days of event: | 100% refund |
| b. Notice presented prior to 60 days of event: | 50% refund |
| c. Notice presented after 60 days: | No refund |

Other Town Properties

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| a. Notice presented prior to 30 days of event: | 100% refund |
| b. Notice presented prior to 10 days of event: | 50% refund |
| c. Notice presented after 10 days: | No refund |

If a proposed use or activity is denied by the Town Manager, then any reservation/rental fees or security deposits paid shall be refunded in entirety within ten (10) working days of the denial.

23. If inclement weather forces the inability to use the desired rental facility, the customer shall call and either select a new available rental date at no additional cost or request a refund of the rental fee. The fee shall be refunded in entirety within ten (10) working days of the request.
24. It is the expressed desire of the Town of Ayden that the rental and use of the Arts and Recreation Community Center shall be limited to those activities and events that are recreational, cultural, civic, and arts related in nature, and the Governing Board authorizes the Town Manager to deny rental for any purpose not in character with the desired intended uses.
25. The Town of Ayden, through its Town Manager, reserves the right to deny the rental or use of any town property as deemed necessary in order to protect the public health, safety, and general welfare of the town and surrounding community, or for any other reason that the Town Manager deems is not in the best interest of the Town of Ayden.

Disclaimer: Town staff only cleans town facilities and properties on weekdays; therefore any facility or property rented for Saturday or Sunday may need cleaning from the prior day use. The lessee will be responsible for cleaning the facility to meet their needs at no reduced fee for the lease of the property or facility.

FACILITY RENTALS

Buildings and stage

	<u>Refundable Deposit</u>		<u>Utility Customers</u>	<u>Non-Utility Customers</u>	<u>Civic or Non- Profit Orgs Only</u>
<u>Second Street Community Building</u>	\$ ____ 50.00				
		<u>Per Use</u>	\$ ____ 150.00	\$ ____ 225.00	
		<u>Annually for once a month use</u>	NA	NA	\$ _ 600.00
		<u>Annually for once a week use</u>	NA	NA	\$1,000.00
<u>Old Town Hall</u>	\$ ____ 50.00	<u>Per Use</u>	\$ ____ 100.00	\$ ____ 150.00	
		<u>Annually for once a month use</u>	NA	NA	\$ _ 600.00
		<u>Annually for once a week use</u>	NA	NA	\$1,000.00
<u>West Avenue Stage</u>	\$ ____ 250.00	<u>Per Use</u>	\$ ____ 250.00	\$ ____ 375.00	

Arts and Recreation Center Campus

	<u>Refundable Deposit</u>		<u>Utility Customers</u>	<u>Non-Utility Customers</u>
<u>Doug Mitchell Auditorium</u>	\$ ____ 150.00	<u>Non-Profit per use</u>	\$ ____ 350.00	\$ ____ 525.00
		<u>For Profit per use</u>	\$ ____ 700.00	\$ ____ 1,050.00

<u>Classrooms</u>		4 Hour maximum	\$ _____ 50.00	\$ _____ 75.00
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Park Shelters

Reservations are required for all park shelters

<u>Veteran's Park Shelter (small)</u>	\$ _____ 50.00	Half Day (4 hours)	\$ _____ 15.00	\$ _____ 22.50
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		Full Day (8 hours)	\$ _____ 30.00	\$ _____ 45.00
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<u>Veteran's Park Baldree Shelter</u>	\$ _____ 50.00	Half Day (4 hours)	\$ _____ 30.00	\$ _____ 45.00
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		Full Day (8 hours)	\$ _____ 60.00	\$ _____ 90.00
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<u>J.J. Brown Park Shelter</u>	\$ _____ 50.00	Half Day (4 hours)	\$ _____ 20.00	\$ _____ 30.00
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		Full Day (8 hours)	\$ _____ 40.00	\$ _____ 60.00
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<u>District Park Shelter (small)</u>	\$ _____ 50.00	Half Day (4 hours)	\$ _____ 40.00	\$ _____ 60.00
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		Full Day (8 hours)	\$ _____ 70.00	\$ _____ 105.00
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<u>District Park Shelter (large)</u>	\$ _____ 50.00	Half Day (4 hours)	\$ _____ 70.00	\$ _____ 105.00
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		Full Day (8 hours)	\$ _____ 130.00	\$ _____ 195.00
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Outdoor Athletic Fields and Gymnasium are NOT available for rent

Off-Duty Staff

\$25/hour per staff member

** Rental fee, including any off-duty staff fees, guarantees reservation and must be paid at least three (3) days in advance of requested reservation unless specified otherwise in the rental use agreement **

TOWN OF AYDEN PROPERTY LEASE APPLICATION

Name of individual/organization represented: _____

Address of individual/organization: _____

Organization's rep: _____ Address: _____

Phone Number(s): _____ Email/Website Address: _____

Which building is going to be used? _____
(Parks & Recreation Director needs notification for rental request for Arts & Rec. Center facilities & Public Buildings Dept. needs notification for rental request for the Second Street Community Building and Old Town Hall)

Lease Date(s): _____ Time: _____

Expected Attendance: _____ Intended Use: _____

Is Admission Being Charged: No Yes Is organization: For-Profit: Non-Profit:

Staff/Security Needed: No Yes Number of Officers Needed: _____
(1 officer per 100 attendees @ \$25/hr. per officer)

Date/Time Staff/Security Needed: _____

Cost of Facility Rental including Security: _____
(Auditorium - \$700 "for-profit" organization; \$350 for "non-profit" – see expected attendance)

Lessee's Signature: _____ Date: _____

Staff is to provide a copy of the Rental and Use Policy to the applicant at the time the application and fees are paid as well as a copy of the lease application to the Chief of Police for scheduling of off-duty officers.

_____ Staff initials verifying that policy was provided to applicant

_____ Applicant's initials verifying receipt of policy

_____ Staff initials verifying utilities are current if lessee is a utility customer

_____ Staff initials verifying proper identification secured *(attach copy of NCDL or ID)*

_____ Initials of Chief of Police or Command Staff concurring with rental

TOWN OF AYDEN PROPERTY LEASE AGREEMENT

Lessee does acknowledge by signing this lease that he/she has read the policies of the Town of Ayden regarding leasing of Town owned property and does hereby agree to abide by said policies. Lessee acknowledges that breach of any of the said policies will result in the forfeiture of the security deposit.

Lessee does further agree that if the Town of Ayden, after inspection of the leased property, discovers any damages to the leased property which occurred during the time of the lease, the Lessee will reimburse the Town of Ayden for all costs incurred by the Town to repair said damage.

Lessee does further agree to defend, indemnify, and hold the Town of Ayden harmless for any bodily injuries or damages to personal property that the Lessee may suffer while on the leased premises or injuries incurred while using the leased premises including injuries caused by using an accessory device (e.g., inflatable toys including but not limited to a swimming pool, slide, or "bounce house.")

Lessee agrees to defend, indemnify and hold the Town of Ayden harmless for any losses or damages incurred by the Town of Ayden as a result of personal injury to guests of Lessee, invitees of Lessee, employees of Lessee or anyone using the leased premises during the term of the lease including injuries caused by using an accessory device (e.g., inflatable toys including but not limited to a swimming pool, slide, or "bounce house.") This agreement also applies to anyone on the leased premises during the terms of the lease.

Lessee also agrees to defend, indemnify and hold the Town of Ayden harmless for losses or damages incurred by the Town of Ayden from loss or damages to personal property belonging to guests of Lessee, invitees of Lessee, employees of Lessee or anyone else while using the leased premises during the lease terms including injuries caused by using an accessory device (e.g., inflatable toys including but not limited to a swimming pool, slide, or "bounce house.")

Acknowledged this _____ day of _____ 20_____.

Lessee

Town Manager

ATTEST:

Facility Rented: _____

From: _____ to _____ (For Annual Rental)
Date Date

Rental Fee Paid: \$ _____ Security Deposit Paid: \$ _____
(Auditorium - \$700 "for-profit" organization; \$350 for non-profit organization – see expected attendance)

Off-Duty Staff/Security Fee Paid: \$ _____ Notification to Chief Date: _____
(Provide copy of lease application to Police Chief for scheduling of off-duty officer[s])

Customer Service Representative: _____ Date: _____