

# ZEBULON PARKS AND RECREATION DEPARTMENT



## ZEBULON COMMUNITY CENTER RESERVATION AND RENTAL POLICY

The Zebulon Community Center is owned and operated by the Town of Zebulon. Its purpose is to provide Town-sponsored or co-sponsored recreational, educational, and/or community programs for the Zebulon community. When Community Center space is not scheduled to be utilized by the Town of Zebulon, organizations and individuals may reserve and rent space for their use in accordance with this Reservation and Rental Policy.

Zebulon Community Center facilities available for rental include a large multipurpose room/gymnasium, warming kitchen, two class rooms/meeting rooms, an arts and crafts room, and two physical activity rooms. These facilities may be rented and reserved to individuals; civic, educational, recreational, and cultural non-profit groups; and to business organizations. Rental rates, charges, and/or fees are established and approved by the Zebulon Board of Commissioners.

### POLICIES

1. If the applicant ("Licensee") is an individual, Licensee must be an adult, age 21 years of age or older. If Licensee is an entity, a responsible adult, age 21 years of age or older, must be present and supervising at all times.
2. The name listed on the Facility Rental Application MUST be the person or business that is actually using the Community Center during the requested time. Having another individual or business list their name and/or address for the purpose of receiving the resident rental rate is prohibited.
3. In addition to the space rental fee, applicable fees for reservation and rental of the Zebulon Community Center include equipment rental, staffing, set up and break down, professional cleaning, security personnel, and damage security deposits.
4. All rental requests that involve the gym will be subject to a 2 hour breakdown charge. A longer breakdown time may be requested if the user anticipates that their breakdown can not be accomplished within the initial 2 hour period.
5. Licensee will comply with maximum building and room capacities as set forth by the Town of Zebulon, and will also adhere to the number of attendees in which Licensee states in the Zebulon Community Center Facility Rental Application.

6. Licensee will comply with all laws, ordinances (including Town of Zebulon Noise Ordinance), and regulations adopted or established by federal, state, county, or Town of Zebulon and require that all its attendees comply with same. Licensee will comply with all Zebulon Community Center rules and regulations and will require that all its attendees comply with same.
7. The Town of Zebulon or its agents will not be responsible for any accidents or personal injuries that occur during the leasing period. Licensee is responsible for the actions of the participants in their group and/or event.
8. The Town of Zebulon will not be responsible for any stolen or left behind goods.
9. Licensee is responsible for the cost of any professional repairs or replacement of any damages to the facility or equipment.
10. The Town of Zebulon reserves the right to require Licensee to provide security for its event. In such cases, Licensee will be required to hire off-duty officers of the Zebulon Police Department at their designated rate. This fee will be paid directly to the Police Officer in cash prior to the start of the event. If a Zebulon Police Officer is not available, the Licensee may hire a "sworn officer" approved by the Town of Zebulon. Proof of hire must be submitted two weeks prior to the event.
11. The Town of Zebulon reserves the right to require Licensee to provide insurance for its events including insurance covering the Town of Zebulon, the facility, and the persons in attendance.
12. The Town of Zebulon must approve all decorations for the event. Nothing is to be attached to the walls, doors, windows, or equipment in the Zebulon Community Center.
13. Licensee will not post nor allow to be posted any signs, cards, or posters on a display unless approved by the Town of Zebulon. All materials are subject to approval by representatives of the Town of Zebulon. Licensee will not cover or block from view any permanent signage installed as part of the Zebulon Community Center.
14. Licensee shall not bring or permit to bring any animals or birds, including performers and pets, in the Zebulon Community Center. Exception: animals trained as assistance for handicapped persons. In extenuating circumstances, the Town of Zebulon will consider allowing animals on a case-by-case basis. For such consideration, the Licensee should make this request in writing at the time of application.
15. In order to preserve and protect the floors in the Zebulon Community Center, the Town of Zebulon has the right to require that a floor covering be utilized by Licensee. For dancing and

clogging, the Town of Zebulon has the right to require Licensee provide and utilize a portable wooden dance floor.

16. Reservations for events that take place outside of normal operating hours will be charged the additional staffing fee (see fee schedule). At least one Town staff member is required to be present at all events conducted in the Zebulon Community Center. Two town staff members will be required at the expense of the renter for non alcohol events over 130 expected attendees.
17. Technical equipment installed in the Zebulon Community Center, to include all audio and video components, can only be operated by trained Town of Zebulon personnel.
18. Licensee's event shall end no later than 11:00pm, not to include clean up time. A later ending time than 11:00pm must be requested and approved by the Parks and Recreation Director during the rental application process.
19. Licensee's reservation is for the hours specified on Licensee's reservation application that has been approved by the Town of Zebulon. Please make sure that you request enough time for set up and clean up. Licensee will be subject to additional charges for time that exceeds the approved hours. These charges could be withheld from applicable security deposit.
20. Reservation applications should be submitted at least 30 days prior to the date requested. Rental payment is due within seven days of approval. No reservation is confirmed until payment is received.
21. A refundable security deposit equivalent to half of the rental rate may be required for any rental. Assuming there are no damages to the building or equipment and all rules and policies have been appropriately followed, the security deposit will be refunded within two weeks after the rental.
22. The Zebulon Community Center is a no smoking facility. Smoking is not allowed inside the building. A designated smoking area is provided on the south side of the building. No smoking is permitted on the premises of the Community Center outside of the smoking area.
23. Alcoholic beverages are not allowed in the Zebulon Community Center unless the approved application includes the signing of the "Reservation and Rental Supplement Policy For Events That Include Alcohol."
24. Licensee agrees that at all times the event and all activities will be conducted with full regard to public safety and will observe and abide by all applicable regulations and requests by duly-authorized governmental agencies responsible for public safety and with the Town of Zebulon to assure such safety. All portions of sidewalks, entries, doors, passages, halls, corridors, and all ways of access to public utilities of the premises shall be kept unobstructed by Licensee and

shall not be used for any purpose except for ingress or egress to and from the premises of Licensee. Licensee agrees to not bring onto the premises any material, substance, equipment or object which is likely to constitute a hazard to the property thereon. The Town of Zebulon shall have the right to refuse any such material, substances, equipment, or object, as well as the right to require its removal.

25. Licensee assumes all costs, liabilities, and claims arising from the use of patented, trademarked, franchised, or copyright music, movies, devices, processes or dramatic rights used on or incorporated in the event.
26. The Town of Zebulon reserves the right to make cancellations to any reservation at any time due to staffing availability and other unforeseen circumstances. Cancellation notices will be issued as far in advance as possible. All rental fees and deposits will be returned in full if the cancellation is initiated by the Town of Zebulon. The Town of Zebulon will not be liable for any other costs incurred by Licensee due to cancellations made by the Town of Zebulon.
27. Cancellations initiated by Licensee more than 30 days prior to the reservation date shall be granted a refund of paid rental fees and any deposits minus a \$25 administration fee. Cancellations initiated by Licensee within 30 days of the scheduled event shall be granted a refund of any paid deposits and 50% of the total rental fee. Cancellations initiated by Licensee less than 48 hours prior to a reservation shall be granted a refund of only any security deposit paid. There will be no refund of the rental fee if cancellation occurs less than 48 hours prior to any scheduled event. Cancellation refunds will be granted within two weeks after cancellation.
28. For events in which admission is charged, items are sold, contributions are made, or money is paid for any reason, there will be a fee in an amount equal to 15% of gross receipts (excluding receipts from the sale of alcohol) in addition to all other fees. The Town of Zebulon reserves the right to make exceptions for non-profit groups or organizations that directly benefit the Zebulon community and who request exemption in writing in advance.
29. The Town of Zebulon reserves the right to refuse rental to any person or group for any event that, at the sole discretion of the Town, is deemed to potentially impair the health, welfare, and/or public safety of citizens or the efficient operation of the Zebulon Community Center.
30. Licensee must ensure that the facility is left in a manner that is consistent with the way it was upon their arrival. Licensee is expected to make sure all trash, paper, cups, food, bottles, etc. is placed in the provided and appropriate containers. All tables and chairs that are provided by the Parks and Recreation Department should be wiped down and cleaned, along with the warming kitchen if utilized. A cleaning fee will be charged to rentals that take place during non-operating hours (see fee schedule), events that include serving food, and/or events that include serving alcohol. This cleaning fee is to cover professional cleaning, to include sweeping and mopping of floors, cleaning of all restrooms including toilets and sinks, as well as restocking of supplies.

31. At the conclusion of the rental, Licensee will be expected to complete a final walk-through of the leased facility with the Town staff to ensure that the facility is clean and free of damage, and that all provided equipment is accounted for, clean, and damage free. Licensee understands that they will be held financially responsible for any damages to the facility that may occur during the event and are responsible at all times for their guests' behavior. The Town of Zebulon endeavors to provide and maintain a family atmosphere and facility. The Town of Zebulon expects each user group to treat the Zebulon Community Center with care and respect.

32. The Town of Zebulon reserves the right to alter these policies if necessary or it is in the best interest of the Town of Zebulon.

The undersigned Licensee certifies that it has read the above rental policies and understands that it is responsible for Licensee and its guests adhering to the policies at the event for which Licensee has reserved and rented the Zebulon Community Center. Licensee agrees to defend, indemnify and save harmless the Town of Zebulon, its agents, officers, employees, contractors, and volunteers, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature in connection with Licensee's license and use of the facilities, including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnitees as a direct or indirect consequence of injury, sickness, or disease, including death, to persons; injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action whatsoever, arising out of, resulting from, or which would not have occurred or existed but for Licensee's (and its employees', contractors', agents', officers', and guests') use of the Zebulon Community Center. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs and expenses caused, or alleged, to have been caused by any negligence or any other act or omission of Licensee or Licensee's employees, contractors, agents, officers or guests.

**IF LICENSEE IS AN INDIVIDUAL:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**IF LICENSEE IS AN ENTITY:**

\_\_\_\_\_  
(Print Entity Name)

By: \_\_\_\_\_  
(Signature of authorized person)

Name: \_\_\_\_\_  
(Print name of authorized person)

Title: \_\_\_\_\_  
(Print capacity of authorized person (President, Vice President, etc.))