

Town of Spring Lake North Carolina	FINANCIAL AND ADMINISTRATIVE POLICIES		SUBJECT: USE OF TOWN RECREATION FACILITIES AND SPECIAL EVENT PERMITTING
	Number 14	Revisions 1	Board Approval Date November 10, 2015
	Supersedes January 11, 2010	Effective Date November 10, 2015	Page 1 of 5

14.0. Policy

The Spring Lake Recreation & Parks Department Facilities such as the Community Center and Mendoza Park are intended primarily for programs sponsored by the Town of Spring Lake. Other non-profit organizations and individuals may use the facilities subject to the regulations of this policy.

14.1. Regulations

- A. Programs sponsored by the Town or jointly sponsored by the Town and other entities have priority over other uses. Certain time periods may be reserved on a regular basis for Town uses and programs.
- B. The availability of the Community Center, Mendoza Park, Neighborhood Parks, and the Veterans Memorial Park, for programs not related to the Town is as follows:
 1. Available for civic, educational, and cultural non-profit groups and community-related events and appropriate individual social events such as birthday parties, wedding receptions, etc.;
 2. For use by for-profit groups, businesses or individuals for purposes of:
 - a. fund-raising events, projects or programs benefiting the for-profit;
 - b. business dealings or overt solicitation of clients for products or services;
 - c. meetings or events held by political parties or interests for the sole purpose of soliciting or raising money.

Excluded from this regulation are activities sponsored by the Town of Spring Lake.

C. Reservation requirements for the use of the Facilities are as follows:

1. Reservations are to be made through the Recreation Department on a first-come, first-served basis. Therefore, reservations should be made as much in advance of the meeting as possible.
2. Non-profit, community specific groups may schedule events at recreation facilities with a waiver of fees with prior approval of the Recreation Director if the proceeds from the event are going toward a Spring Lake Community Project. All usages that extend past regular operational hours will result in the user's responsibility for any Town staff cost. The waiver of fees is not extended toward church groups or religious organizations.
3. The party signing the Facility Rental Agreement is responsible for returning the facility to a clean and working order in the fashion it was prior to its use. Any and all damages will be the responsibility of the group and the person signing the agreement.
4. Rental rates for the use of recreational facilities will set by Town Board, will be reviewed and adjusted during the budget process and then published in the budget ordinance.
5. Notice of cancellation of a reserved use of the Community Center must be received at least two (2) calendar weeks prior to the scheduled usage in order for a full deposit to be returned, except for a case of Force Majeure as determined by the Town Manager. The deposit return will be reduced by \$50 each day that is within the two week cancellation period.

D. General

1. All meetings must be pre-noticed to the Spring Lake Director of Recreation so to be accessible by a recreation or Town of Spring Lake staff member. This is to verify the validity of the meeting content as presented by the group at the time the agreement was signed.
2. No fees may be charged by any group or individual for admission to any events or meeting nor may any collections of money be taken or donations requested in the Town of Spring Lake's name. Exceptions may be made on a case-by-case basis, with the approval of the Recreation Director or his/her designee, Town Manager or the Board of Aldermen in a scheduled Board of Aldermen Meeting.
3. The use of tobacco products indoors and the use of alcohol on any Town property are strictly prohibited for participants and attendees.

4. A deposit for use of the Community Center will be made at the time the usage agreement is signed.
5. Deposits will be kept if there are cleanliness issues or damages to property or equipment in an amount equal to the cost to clean or repair.
6. The Town Manager, or Board of Aldermen (in a scheduled Board of Aldermen meeting) may deny any group usage of any Town facility if it is determined that the group or function requested would be inappropriate, may cause disruption of the normal flow of operations or may cause potential damage to property. The Town of Spring Lake reserves the right to deny use of Town facilities to any group or individual that violates the law, is disorderly or violates the conditions of this policy. Denials by the Town Manager may be appealed to the Board of Alderman.
7. The Town Manager, or his designee, is granted authority to interpret these regulations on occasion when applicability of any stated regulation is not clear.
8. Any damage, defects or other problems discovered during the use of the Community Center should be reported to the attending staff members as soon as possible.
9. Events and meetings are held to the maximum room occupancy that is listed in each of the community center rooms and gymnasium. For any event that has an estimated attendance of 150 people or more a "Special Event Permit" is required.

14.2. Special Event Permitting

- A. A special event is defined as any event that is advertised to the public with the intent of drawing the public at large. Events that are held on Town property, either private or public, with an expected attendance of 150 or more will be considered a special event and must apply for a permit from the Parks and Recreation Department.
- B. For special events under this section, the person(s) or group(s) seeking the permit shall supply liability insurance, worker's compensation insurance and any other insurance deemed appropriate to cover the event in a form, and with limits, as required by the Town Manager. Proof of such coverage shall be supplied in writing to the Town Manager and at such time as the Town Manager requires the same to be produced. Further, unless waived by the Manager or Town Board, the person(s) or group(s) seeking the permit shall execute an indemnification and/or hold harmless agreement with the Town in a form and manner approved by the Town. Failure to comply with this section shall void any permitting, or

commitment to permit, by the Town Manager under this section.

C. Individuals seeking permission to hold a special event must begin at the Recreation Department at least 60 days prior to the event.

D. The Recreation Department will review the request and send to the following departments for review and approval/rejection:

1. Zoning/Planning
2. Inspections/Public Buildings and Grounds
3. Fire Department (Fire Inspector)
4. Storm Water
5. Town Safety
6. Finance Department
7. Police Department

Note: All departments will review the request along with a “site plan” for the event. Once all departments have signed off on the request, a permit will be issued. All applications that are rejected can be appealed to the Town Manager and then to the Town Board of Aldermen in a regularly scheduled Board of Aldermen meeting.

Spring Lake Recreation & Parks Facility Rental Contractual Agreement Permit



Spring Lake (Cumberland County) Resident Fees	Non-Resident Fees
Rec Center Multipurpose Room/Classroom	Rec Center Multipurpose Room/Classroom
Cash Deposit=\$200/\$40 hourly rental rate	Cash Deposit=\$400/\$100 hourly rental rate
Rec Center Gymnasium	Rec Center Gymnasium
Cash Deposit=\$300/\$80 hourly rental rate	Cash Deposit=\$600/\$160 hourly rental rate
Mendoza Park Shelter	Mendoza Park Shelter
\$50 flat rental rate for daily reservation use	\$50 flat rental rate for daily reservation use
Mendoza Park Ball Fields	Mendoza Park Ball Fields
\$100 flat rental rate per field for daily use	\$100 flat rental rate per field for daily use
\$50 additional fee for lights per field (night use)	\$50 additional fee for lights per field (night use)

Hours of Operation:

Recreation (Rec) Center; Monday through Friday 7 AM – 9 PM; Saturday 10 AM – 6 PM

** (Rentals may exceed to 10 PM on Saturdays for an additional \$40 per hour and with 30 days prior notice and approval)**

Mendoza Park and All Neighborhood Parks; Monday through Sunday, daylight hours 7AM-Dusk

**For events with an anticipated attendance of 150 or more, or an event that is advertised to the public, a Town of Spring Lake Special Events Permit is required.*

1. Name of Organization _____

2. Contact Person _____

Telephone Number of Contact _____ Alternate Number _____

Mailing Address _____

3. Area Requested (please check one)

A) _____ Gymnasium (cap 370) B) _____ Multipurpose Room (cap 97)

C) _____ Mendoza – Ball Field D) _____ Mendoza – Shelter

E) _____ Classroom – (cap 45) F) _____ Other (please specify) _____

4. Date Requested ____/____/____ Start time: _____ End time: _____

(Rental fees include your decoration time and clean-up time in the building)

5. Is your organization a 501-3 C non-profit? If yes, please provide your Federal Tax ID # (Fees are not waived for non-exempt/non-profits)

6. List all equipment, supplies, machines, props or other devices that will be used as part of your event. Please be very detailed as failure to mention items may result in your party not being able to use them or withholding your deposit. In addition, give a detailed description of your event to include a description of the layout for the room you will be using, your expectations from staff and any other information that you feel will be important to your event and to the Community Center staff. *All fire/emergency exists cannot be blocked when setting up your layout.* (Attach layout and equipment info separately).

Rental Conditions

1. Under no circumstances will the maximum occupancy be violated (refer to opposite page, Rental Information #3a, #3b and #3e).
2. Rental deposits are cash only. Pre-payment is required for all rentals and includes payment of start time to ending time of specific area rented which includes any decoration/clean-up, cash or check is acceptable. Deposit/Pre-Payment of rental fees must be prepaid upon rental contract signing before reservation is reserved. We do not reserve rooms without prepayments of deposit, rental fee and contract. For functions of more than 100, a minimum of two weeks' notice is required. **Cancellation of your event within two weeks prior to your event date will result in a loss of 1/2 of your deposit.**
3. Recreation staff members are on duty to supervise your function, not to assist in set up or clean up. You are responsible for set up/clean-up of all equipment for your rental and putting all items back in their original place.
4. Possession of alcohol and/or any illegal substances is prohibited on town property. This would include any areas inside or outside to include all perimeters of the facility.
5. Possession of any weapons, legal or otherwise, is prohibited.
6. Selling of any type of merchandise, tickets, materials or services is not permitted. (Users may not charge admission fees for any rentals; Special Events may charge entrance fees with permit and application approval)
7. Your rental is for your designated area only. You will need to keep your function/guests in the reserved area only. Failure to follow this instruction may result in the loss of your deposit. No unsupervised guests in the building to include children and adults.
8. Your deposit will be refunded if you meet the following conditions:
 - (a) All areas of usage are left clean
 - (b) No damages have occurred during your rental time
 - (c) No equipment or supplies are missing.
 - (d) All tables and chairs are returned neatly to storage closet without scuff marks to walls and floors
 - (e) Area is left as it was prior to usage
 - (f) Final payment has been finalized and cleared. Note: for checks, there is a 30 day grace period for reimbursement of your deposit and 2 weeks for cash payments. Payments will be mailed to the contact person on the contract.
9. Absolutely no taping/tacking anything to walls, glass or floors of the center.
10. Rental times for the Recreation Center will not exceed 9pm on weekdays/ 10 PM on weekends (additional fee of \$40 per hour in addition to the regular hourly rental fee is required from 6 PM – 10 PM with approval on Saturdays).

I/we _____ have read and understand the conditions of this rental agreement. I understand that any violation of these conditions will be cause for an immediate revoke of this agreement. I further understand that by signing this statement that I am fully responsible for any damages (minor and other) that may occur during the time of my rental. I will tell the staff member on duty when I have arrived in the facility and when my rental is complete. I understand that my rental area will be inspected prior to my departure from the facility.

Signature of Responsible Individual: _____ Date / /
Signature of Recreation Department: _____ Date / /

Receipt #	Date Paid	Hours of use	Amount due	Deposit paid	Amount paid	Staff Initial

Town of Spring Lake
300 Ruth Street* Spring Lake, NC 28390
(910)436-0241
Fax: (910) 436-2667

SPECIAL EVENTS PERMIT APPLICATION

Use this form for: Parades *Festival/Carnival* Any Activity Requiring Off-site Parking, Street Closure, Sound Amplification or Town Personnel *Run/Race/Walk* Art Show* Concerts* Special Musical Presentation* Street Dance* Photography Shoot* Fireworks

Completed application with all necessary attachments is required sixty (60) days prior to actual event.

Organization: _____

Name of Event: _____

Event Contact Person: _____

Telephone #: _____

Mailing Address: _____

Location (Attach Site Plan): _____

Actual Event Time: _____

Take Down Time: _____

Set Up Time: _____

Date of Event: _____

Has this event been held in Spring Lake in the past? YES NO

If so, when was the last event? _____

Major Sponsors(s): _____

1. Anticipated crowd size:

<input type="checkbox"/> 1-10	<input type="checkbox"/> 11-25	<input type="checkbox"/> 26-50
<input type="checkbox"/> 50-100	<input type="checkbox"/> 101-150	<input type="checkbox"/> 151-200
<input type="checkbox"/> 201-250	<input type="checkbox"/> 251-300	<input type="checkbox"/> 301-400
<input type="checkbox"/> 401-500	<input type="checkbox"/> 501-750	<input type="checkbox"/> 751-1000
<input type="checkbox"/> 1001 or more		

2. Parking: Will off-site parking be provided? YES NO

Will "shuttle" service to parking be provided? YES NO

3. Streets/Traffic: Are any street(s) or sidewalk(s) desired for closure? YES NO

(If yes, provide location on site plan. Signs, barricades and traffic control plans will be the responsibility of the applicant and will be required in conjunction with Police and Emergency Services review and approval.)

4. Noise: Will there be amplified music or entertainment? YES NO

If yes, please attach type(s) of entertainment and scheduled time(s) of performance(s).

Indicate stage location(s) on site plan

5. Fireworks: Will you do a public display? YES NO

If yes, applicant must comply with Town of Spring Lake Code of Ordinances.

6. Banners, Signs, etc: Will exterior banners, balloons, signs, or other types of advertising techniques be used? YES NO

If yes, a \$75.00 fee will apply and a sign permit must be applied for and approved.

7. Alcoholic Beverages: Will alcoholic beverages be sold or consumed on the premise?
YES NO

Note: Alcoholic beverages are not allowed on Town of Spring Lake Property.
(If yes, attach Local, State, and federal permits.)

Division of Alcoholic Beverage Control: (910) 487-3010

8. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? YES NO

Name of company: _____
Contact Number: _____
Contact Person: _____

If crowd expected to exceed 150, the town may require hiring private security force and copy of contract attached to application.

9. Private Property: Does the applicant own the property where the event is to be held?
YES NO

If not, please attach a letter of permission from the property owner.

10. City Personnel: Will Police and Emergency Services Personnel be requested?
YES NO

(Based on responses to questions 1-7 certain Town personnel may require, i.e. Police Officer, E.M.T. Fire, etc. Once staffing needs are determined, applicant will be required to complete and sign a contract detailing obligated Town personnel costs necessary to assist with event.)

11. Tents/Canopies: Will tents or canopies be used? YES NO

(If yes, indicate on-site plan the tent size location and type of surface on which the tent(s) will be installed and intended use of each tent. Permit Cost: \$xxx.)

12. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power

generating equipment be operated from vehicles or trailers? YES NO

(If yes, indicate location of equipment on site plan.)

13. Food/Cooking: Will food be cooked or catered on-site during this event?
YES NO

(If so, indicate on site plan the location of vendors and cooking equipment to be used.
Appropriately rated fire extinguishers required.)

14. Sanitary Facilities: Will temporary sanitary facilities be provided? YES NO

(If yes, indicate on site plan.)

Will disposable cardboard trash receptacles be provided? YES NO

(If yes, indicate on site plan.)

Will additional refuse containers/dumpsters be provided? YES NO

15. Insurance Requirements: (Events on Town property.)

Workers' Compensation: The policy must include Employer's Liability with a limit of \$500,000 each accident. Please provide the Town of Spring Lake with a Certificate of Insurance for property and liability coverage of the event, naming the Town as additional insured. Combined Single Limit for Bodily Injury liability and Property Damage Liability having minimum limits of \$1,000,000 per occurrence must be provided prior to permit approval. Insurance must be event specific. The certificate should list name, date, and location of event.

I, the undersigned, will indemnify, defend and hold harmless, the Town of Spring Lake, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event. The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and future agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

I hereby acknowledge that I have read and understand the above on this ____ day of ____20____.

Print Name, Title and Organization: _____

Signature of Applicant State of North Carolina, County of Cumberland Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____,
by _____

Who is personally known or produced _____As identification.

Exp. Date: _____ Commission Number: _____

Signature of Notary Public: _____

Printed Name of Notary Public: _____