

ABERDEEN LAKE PARK RECREATION STATION

Indoor Facility Reservation Application/Agreement

301 Lake Park Crossing, PO Box 785 Aberdeen, NC 28315 (910) 944-PARK (7275) aprd@townofaberdeen.net

Applications are accepted and processed only during business hours, Monday through Friday 8:00 am- 5:00 pm. **The signed application, hourly fee and security deposit** must be received by the Aberdeen Parks and Recreation Department in order to reserve the facility. Reservations are first paid first serve and must be in a minimum of two (2) weeks prior to the rental event.

| Room | Sq. Ft. | Dimensions | Occupancy | Hourly Rate | Tables | Chairs | Fee and Deposit Totals |
|---|---------|------------|--|-----------------|--------|--------|--|
| 104 | 1280 | 30' x 40' | Max. depends on the configuration of tables and chairs. Please ask APRD Staff. | \$20 R/ \$40 NR | 6 | 50 | _____ Room fee |
| 107 | 1280 | 31' X 40' | | \$20 R/ \$40 NR | 6 | 50 | x _____ # hours |
| 104&107 | 2560 | 40' X 60' | | \$35 R/ \$70 NR | 12 | 100 | = _____ fee total |
| 126 | 800 | 19' X 45' | | \$20 R/ \$40 NR | 3 | 30 | + _____ add'l charges (i.e PA, screen, etc) |
| <p>*Each Room includes the number of tables and chairs specified (we do not set up or clean up) Additional tables: \$3 per table. Additional Banquet Chairs: \$1.00 per chair. PA System: \$15.00 Screen: \$15.00 Security Deposit: \$100.00. Alcohol Deposit: \$100 (\$200 total deposits)</p> <p style="text-align: center;">R = Town of Aberdeen Resident NR = Non- Resident</p> | | | | | | | = _____ + _____ deposit _____ Total due to reserve room |

Name: _____ Over 21: Y N

Phone Number(s): _____

Address: _____ City _____ Zip _____

Address you would like deposit mailed to (if different than above) _____

Organization (if applicable to rental): _____

Day of week: _____ Month: _____ Day _____ Year _____

Hours Requested (include setup and take down): From _____ To _____

Expected Attendance: _____ Will food be served? Y N Private Caterer? Y N
 +(We will need caterers liability form)

Will Alcohol be served? Y N If yes, is ABC Permit Attached? Y N

Will there be music or amplified sound? Y N Will there be dancing (See rule 16)? Y N

Specific Details of Rental Activities (i.e. type of event, table preferences- Round 5ft. diameter/Rectangle 2.5ftx8ft, caterers name, etc.):

******For Department Use Only******

Deposit Amount: _____ Rental Amount: _____ CC Cash Check #: _____ Date: _____

Liability forms received _____ Refund Processed: _____ Date: _____

Attendent: _____ Date Confirmed: _____

Add't Notes:

Aberdeen Parks and Recreation Department's Rules and Regulations for Using the Aberdeen Recreation Station

1. Person renting facility must be 21 years or older.
2. Person renting facility is responsible for facility and their guests, ensuring all participants follow all rules and policies.
3. There is a two hour Minimum for renting. Set-up, break-down and cleanup time is included in rental time. Persons arriving early or a party remaining late will be charged the hourly rate for time longer than originally rented. If you are using a caterer, consult with them to ensure adequate setup and cleanup is provided in your rental contract.
4. Facility is available for rental during the following hours: Monday – Thursday, 8:00 a.m. – 8:00 p.m., Friday & Saturday, 8:00 a.m. – 12:00 a.m., Sundays, 1:00 p.m. – 8:00 p.m.
5. Renter is responsible for set-up and break down of room. **No dragging tables or chairs across the floor.**
6. Tables must be covered and protected from hot dishes and knives cutting food.
7. Rentals are booked on a first-paid first-served basis only. No date is held for any individual or group. Calling to inquire about a date does not hold or guarantee a request. No individual/group will be allowed to have more than five rentals of a facility in a calendar year, or more than two in a thirty day period.
8. All fees are due with a completed application when booking space. No date is confirmed until confirmation is given by the Aberdeen Parks and Recreation Department.
9. **A valid Driver's License, passport, or other form of government-issued phot identification is requested when renting a facility. The address on the identification will determine residency. (If address on license is not current, please provide proof of residency)**
10. In order for an individual to qualify as a resident, the requesting party must pay Town of Aberdeen property tax.
11. In order for an Organization to qualify for the resident rate, the organization or group must operate full time within the Town's incorporated limits, or have received non-profit status from the IRS. An organization must designate a person to apply for a reservation, sign the rental agreement and be the responsible party for the rental period, meeting all of the requirements contained in these rules and regulations.
12. A One Hundred Dollar(\$100.00) Security Deposit is required with all rentals. If the individual or group is serving any type of beer, wine, champagne, or alcohol, then an additional \$100 Security Deposit is also required. All, or a portion of, the security deposit may be kept to pay for damages caused during the rental.
13. Maximum occupancy:
 - a. 50 guests or less – Room 104 or 107. Rental includes 6 tables and up to 50 chairs.
 - b. 50 -125 guests – Rooms 104 and 107. Rental includes 12 tables and 100/125 chairs depending on type of event.
 - c. Rental with dance floor 4 tables and 30 chairs in ½ of large room. Rental of Rooms 104 and 107 with dance floor, max tables 12 and 100 chairs. All dancing must occur on dance floor!
14. For rentals with a DJ: The DJ's equipment must be in good condition, so it does not scratch floors. Renter is responsible for any damage done by DJ or his/her equipment.

15. For rentals serving any type of beer or wine,:
 - a. Please consult with the N.C. ABC Commission about which kind of permit is required for your event. N.C. law does not require an ABC Permit for events where parties bring beer or wine is being served, but not sold.
 - b. The application forms for permits are available online at <http://abc.nc.gov>. To apply for a permit, select the Permits Category to download the Permit, or you may call the ABC Commission at (919) 779-0700 to request an application.
 - c. The permit application and permit fee are paid directly to the ABC Commission. A copy of the approved Permit must be received by Aberdeen Parks and Recreation Department prior to your scheduled event in the Recreation Station. The Permit must be displayed in the Recreation Station during the entire time of your rental.
 - d. **An Aberdeen Police Officer is required for all functions where any beer or wine is served in the Recreation Station. No sale of any of these items is permitted in the Recreation Station. Contact Todd Weaver at the Aberdeen Police Department to schedule an off duty officer for your function. Officer Weaver can be reached at 944-9721. The renting party is responsible for paying the officer for his/her hours of service.**
16. **For rentals that plan on dancing during their rental period:** If your rental party plans to dance during your event, a dance floor must be secured prior to your event. Dancing on the existing floor will damage the finish and tiles. Failure to use a dance floor, or if dancing happens on the existing floor, the Security Deposit will be forfeited and all damages charged to the renting party. If a dance floor is needed, it must be rented from an outside supplier, with **drop-off/pick-up finalized a week before event**. Security Deposit will be forfeited if dance floor is not picked up prior to the next facility rental.
17. There is no cooking allowed within the facility. No grills, fryers, or cookers may be brought into the Aberdeen Recreation Station. Renter must make own catering arrangements.
18. Any personal items brought into the facility are the person/groups responsibility.
19. Children must be supervised by an adult during rental. For safety reasons, no running in the halls or rooms is permitted. No throwing balls or bouncing balls against the walls, windows, doors, or blinds is permitted.
20. No rice, birdseed, incense, silly string, fog/bubble/smoke machines, piñatas, inflatable rides or games are permitted inside the facility. No decorations are allowed affixed to walls, windows, doors, partition, blinds, ceiling, or tables. Only freestanding and table top decorations are permitted.
21. Flameless candles are permitted. All other types of lighted candles, with the exception of birthday candles, are forbidden.
22. No persons/groups/businesses may charge a fee or cost of any kind to attend an event at this facility. Fundraisers or commercial enterprises are not permitted uses of the Aberdeen Recreation Center or Aberdeen Lake Park. No donations, selling tickets, or collecting money can occur in the Recreation Center, park, or ahead of event. This rule does not apply to schools, government entities, churches, and qualified nonprofit organizations exhibiting proof of 501(c) status at time of application, subject to approval by the Parks and Recreation Director.
23. Before or after-hours rentals or rentals that are requested during hours when Town Offices are not normally open are subject to the Town's ability to find limited service (part-time) staff to work them. If staff is not available, the request cannot be accommodated.
24. **Any rental amendments must be made, and finalized, at least seven business days prior to the rental.** This includes but is not limited to: requests for change of room, adding tables and chairs, and altering time blocks.

25. The following shall be prohibited within or on the facility premises:

- a. smoking within the building;
- b. all illegal drugs or other substances;
- c. weapons of all kinds except for Law Enforcement Officers in the execution of their duties or during Town of Aberdeen approved public demonstrations;
- d. animals of any kind except those serving the needs of the physically challenged;
- e. use of profanity, profane gestures and any unruly behavior detrimental to the operation of the facility or safety of the public and employees;
- f. and/or any other action deemed by the Town of Aberdeen, or its designee, to endanger the health or welfare of the public, Town employees, or the facility.

26. At the end of the rental, the room(s) must be returned to their original condition. Failure to follow the guidelines will result in the Town keeping part or all of the deposit. A cleaning guideline sheet will be provided at check in by staff. Renters are encouraged to inspect the room(s) prior to and after the rental. The room must be returned to the original state upon rental completion. Failure to follow the guidelines will result in the Town keeping part or all of the deposit.

27. Refund Policy:

- a. No reschedule, credit, or refund will be given if the person/group cancels less than seven business days before the event.
- b. If a change is requested at least seven business days prior to event, all fees can be applied to another date. This is reviewed on a case by case basis and must be based on an emergency in order for the fees to be transferred.
- c. If person or group cancels 7-30 business days prior to event, only 50% refund will be issued.
- d. The Town of Aberdeen reserves the right to cancel reservations if such cancellation is deemed in the best interest of the Town or if the Recreation Station is closed due to an act of God. A full refund will be made if the Town cancels the rental.
- e. Upon full compliance with the referenced contract conditions, APRD staff will send to the Aberdeen Finance Department a Refund Request. Under normal conditions, the Aberdeen Finance Department will issue a refund to the person that rented the Aberdeen Recreation Station via mail within 2 weeks of rental. The deposit refund check will be mailed to the address provided on the Facility Reservation Application Rental Agreement.

28. Failure to comply with the Rules and Regulations will result in forfeiture of the deposit. Repeated violation of the rules may result in being banned from future rentals and attending events. Damage to Town property will result in a ban from future rentals.

29. The Town reserves the right to require proof of insurance, in the discretion of the Director. If insurance is required, during the rental period under this Agreement, the person/organization renting the facility shall maintain the following insurance:

- a. Commercial General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent Contractors, broad form property damage coverage, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall also provide coverage for explosion, collapse and underground hazards, where required. This policy limits for bodily injury shall be equal to or more than \$1,000,000 for each occurrence and for property damage equal to or more than \$1,000,000 for each occurrence.
- b. Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers used in connection with this Event and/or to be driven upon the Park. In addition, all mobile equipment used by the Licensee in connection with its use of the Park shall be insured under either the Automobile or Commercial General Liability Insurance policies. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.

c. The Town of Aberdeen will be listed as a named insured on the binder or certificate of insurance. The binder or certificate shall be given to the Town with the application.

30. Persons and organizations renting the facility may not assign any responsibilities described herein or the right to use the facility during the rental period without the Town’s written approval.

31. The Rules and Regulations for Using the Aberdeen Recreation Station are incorporated into this Facility Reservation Application/Agreement by reference. The Application/Agreement and incorporated Rules and Regulations constitute a binding contract.

I certify that I have read the entire Facility Reservation Application/Agreement and that all my questions have been answered, and that I fully understand the same.

This the _____ day of _____, 20__.

_____ (Print Name)

_____ (Signature)

On behalf of [Print Name of Organization, if applicable]

For Department use only:

Discussed policies, procedures, and rules with Renter.

Provided Renter with a copy of the Contract and Receipt.

Accepted By: _____

Date: _____

Town of Aberdeen
Release and Indemnity Agreement for Facility Use

WHEREAS, the undersigned has requested the use of services, equipment, facilities belonging to or under the auspices of the Town of Aberdeen, North Carolina, and do engage in activities for the exclusive benefit of the undersigned; and

It is expressly agreed and understood that this RELEASE AND INDEMNITY Agreement shall apply for the express purpose of precluding forever all claims, suits, demands, damages, and causes of action that I or my heirs, next of kin, executors, administrators, estate, agents and assigns and representatives of any nature whatsoever might otherwise assert against any of the Town of Aberdeen, its agents elected and appointed officials, employees and volunteers as a result of my use of Town of Aberdeen Property.

NOW, THEREFORE, In consideration of the mutual promises or other good and valuable consideration, the undersigned does hereby for himself, his heirs, executor, employers, successors of himself or of his employees, administrators, and personal representatives, I understand and agree to the following:

I, _____ (name of renter/event manager/company official) assume full responsibility for my death or injuries, both to my person and to my property, whether foreseeable or not, which may occur directly or indirectly or develop at anytime in the future as a result of the use of the _____ (facility).

I, _____ (name of renter/event manager/company official) assume all responsibility for each individual during the rental/event/use of the _____ (facility) on the _____ day of _____, _____.

I do hereby fully and forever release, discharge and hold harmless the Town of Aberdeen, its agents, elected and appointed officials, employees and volunteers from any and all claims, suits, demands, damages and causes of action, present or future, foreseeable or unforeseeable resulting from or arising out of the above described activity, rental or use by the renter/event manager/company official or by any third parties.

I do further agree to defend and indemnify the Town of Aberdeen for any costs, damages, losses penalties, settlement costs, charges, professional fees or other expenses or liabilities of every kind incurred as a result of any personal injury or property damage resulting from or arising out of the above described activity, rental or use, such costs to include reasonable attorneys fees.

I, _____ (name of renter/event manager/company official) hereby declare that the terms of this Release and Indemnity Agreement have been explained to me and all of my questions have been answered (if any), fully read and understood by me, and freely and voluntarily entered into and accepted by me, and I hereby acknowledge receipt of a copy of this agreement. This agreement shall be in full force and effect any time after the execution thereof.

Responsible Party

Date