

## Civic Center Rental Agreement

**Rental Agreement and signed application must be completed, and deposit paid to reserve facility.** Applications are subject to review prior to confirmation and reservation of date. Reservations can only be made through the Town of Selma and Selma Parks & Recreation Department.

Political usage and rentals of Selma Civic Center facilities for a specific political party or certain candidate(s) shall not be advertised as a representation of the political views of the Town of Selma. Facility usage for political forums shall be open for participation from all candidates and parties.

Long term usage and/or multiple repetitive events, requesting to use Selma Civic Center facilities, shall receive prior approval by the Town of Selma or its representatives. Outside usage and rentals shall not affect, move, or block Town of Selma activities and events.

### **Activities Prohibited on Town of Selma Property:**

*The following activities are strictly prohibited on any property of the Town of Selma, unless otherwise approved by the Town of Selma or its representatives.*

- Use, sale of, and/or possession of any weapons, illegal drugs and/or illegal alcohol
- Gambling
- Smoking inside facility
- Activities at which the Town of Selma is concerned about damage to Town property and/or which could be detrimental to the Town, its employees, or the community.
- Activities in violation of the laws of North Carolina or of the Federal Government

### **Rental Rates**

The rental rates shall be established by the Town of Selma and approved by Town Council. Rates shall stay consistent for all rentals unless otherwise approved by the Mayor, Town Council or Town Manager. Employees of the Town shall not have the authority to alter the approved rental rates, charges or fees to any person or group.

Total rental time shall include necessary time for setup and cleanup, in addition to actual event times. Renters should plan accordingly to include setup and cleanup times, while discussing event times for a reservation. Additional time can be added at the appropriate fees. Events should end no later than 11PM, cleanup time shall be completed prior to 12AM.

If rental times exceed 30 minutes prior to or beyond a scheduled departure time, renters will be charged for an additional hour of use.

A custodial service and supply fee of \$175 is required to be paid when the final balance and damage deposit is paid, at least 30 days prior to the event. This fee is nonrefundable and is required with every rental event. As a renter you are always required to leave the facility in the manner in which it was found. This fee is to cover routine cleaning and supplies for each event.

**The required damage deposit of \$300 will not be refunded if the facility is not left exactly how it was given to you, per the details listed in this agreement.**

**Rental rates and fees are determined by:**

- Type of Individual/Business/Corporation, whether Profit or Non-Profit
- Type of event
- Length of time of the event
- Required Town-provided personnel
- Other amenities requested

Base rental use rates quoted include standard utilities and amenities as listed. The use of tables, chairs and stage are included in rental fees. Additional fees may accrue for custodial, technical, sound/lighting and security assistance, as well as specific rental items requested. The total rental cost shall be comprised of the base rental fee, Town-provided staff fees, deposits, and equipment rental fees, applicable per each individual event scheduled.

There shall be no rental fee for Town of Selma events. Employees or others intending to serve as a sponsor for any such events should receive prior approval from the Town of Selma or its representatives.

Base rental fees for any for-profit and/or ticketed events in the Selma Civic Center will be calculated using a scaled rate percentage charge, considering the base admission price and the facility capacity. Events where tickets are sold and/or entry fees are charged must receive prior approval from the Town of Selma. Rental fees for these types of approved events will be calculated on a per event basis. Facility rental rates, along with other rental information and terms, must be discussed and agreed to at the time of event booking, following required approval.

**Non-Profit Organizations**

*Non-profit organizations will receive a 10% discount on base rental rates upon providing 501c3 documentation.*

**Non-Refundable Deposit (Required to reserve date)**

A 25% non-refundable deposit is required at the time an application is approved to hold the date of the event. This non-refundable deposit will be deducted from the total balance of the event.

**Refundable Damage Deposit:**

An additional fee of \$300 will be added to the total rental balance as a refundable damage deposit. Following the specific event and subject to a satisfactory inspection of the facility and equipment, the deposit will be refunded within thirty days.

**Renters are responsible for leaving the venue in the same way it was found. All excess messes and spills MUST be cleaned, including restroom areas. All food and trash MUST be disposed of in the dumpster located behind the property. All trash outside of the venue must be picked up and disposed of properly. Tables and chairs must be cleaned and left as discussed prior to the event. The damage deposit will NOT be refunded in any amount if there are any remnants of the event remaining following a rental. Floors must be swept, spills/messes cleaned, restrooms/kitchen cleaned, trash/garbage remaining. LEAVE IN THE MANNER IT WAS FOUND.**

**If at any point, during the leased time of an event, any the terms of this agreement were broken and/or there was damage to the location, property and/or equipment, or if the location was not left in the same condition as it was rented, the refundable damage deposit may be forfeited in part or whole. Excess charges may apply if the damages or issues exceed the initial damage deposit amount. The responsible party for the event will be responsible for any excess charges incurred.**

### **Rental Cost Payments**

Original application and agreement must accompany deposit payment. Payments can be made at the Selma Town Hall. Checks can be made payable to Town of Selma. The nonrefundable deposit of 25% of the balance is due at the time of reservation. 50% of the remaining balance is due at or before 90 days prior to the event. The remaining balance is due at or before 30 days prior to the event, where the balance should be paid in full. Additional payments can be made at the discretion of the renter prior to the event. However, payments must be made by the above-mentioned due dates. If additional fees are added within the 90-day or 30-day periods prior to the event, fees should be paid respectively, based on payment requirements.

### **Cancellation Terms**

A rental contract and/or agreement entered pursuant to this policy may be cancelled by either party for good cause, provided at least 10 days' notice is given to the other party. Cancellation by the tenant may, at the discretion of the Town of Selma, result in forfeiture of any deposit, advance rental or other sum paid in advance by the tenant.

At no point will the non-refundable deposit be refunded, unless in the case where the Town of Selma is cancelling an event due to an error or issue on their behalf. If additional monies have been paid towards a rental and the event rental is cancelled, at no fault of the renter, the full amount will be refunded.

**If an event is cancelled, at the Town's request, due to the nature of the event, which goes against this agreement, there will not be a refund given. Any refunds of additional monies paid will be refunded at the discretion of the Town of Selma or its representatives.**

**If an event is cancelled more than 90 days** prior to the event date, there will be no additional cancellation fee required. The Town of Selma will keep the non-refundable deposit.

If an event is cancelled less than 90 days prior to the event date, but more than 30 days, 50% of the initial balance must be paid in full and will be kept by the Town of Selma.

If an event is cancelled less than 30 days prior to the event date, full payment of the balance must be paid in full to the Town of Selma and no portion will be refunded.

**Cancellations must be made in writing!**

### **Town of Selma Personnel**

To preserve and protect the facility and contents within the Selma Civic Center, Town Staff and approved technical personnel shall be present for all private/public rental and events. Depending upon the size and nature of each event, the Town reserves the right to require additional staff, security, and custodial personnel to be at all events. Rates for additional staff will be added to the balance due for each event.

### **Facility Rental Regulations**

The responsible party, individual/group and/or organization which leases a Town of Selma facility agrees to hold the Town of Selma and its affiliates harmless, and indemnified from any claims, suits, or causes of action arising from or out of its use of a Town facility.

Every rental contract and/or agreement entered pursuant to this policy is exclusively between the Town of Selma and the named individual and/or group. Accordingly, no rental contract and/or agreement permitting use of a Town of Selma facility can be transferred or assigned to another individual and/or group without expressed written permission from the Town of Selma or its representatives.

Any rental contract and/or agreement entered pursuant to this policy may not be amended except by mutual written agreement of all parties.

Should any party to any contract and/or agreement entered pursuant to this policy violate any of the Town of Selma's rules, policies and/or regulations, the Town may, in its sole discretion, suspend current and/or future use of its facilities to the violating party.

In the event that the Town of Selma institutes a suit or other legal proceedings against an individual/group as a result of their failure to comply with the terms of this their contract and/or agreement or of the terms set forth by the Town of Selma, the Town of Selma shall be entitled to recover, in addition to its other damages, all costs incurred in the prosecution of such suit or proceedings. Such costs include, but are not limited to, reasonable attorney fees and court costs.

Posted capacity limits must always be followed. The maximum capacity with chairs or standing only is 299. Maximum capacity with tables and chairs is 249. If at any point capacity is at an unsafe level, Town of Selma representatives, including Selma Police Department and Selma Fire Department, have the right to request an immediate decrease in capacity or shut the event down in its entirety. Gathering outside of the facility is prohibited. Arranging the arrival and departure time of groups of guests to suit capacity will not be allowed.

Deliveries to the catering kitchen may be made at The Oak Room porch. Driving on the lawn surrounding the facility is not permitted. Deliveries to the stage or Legacy Hall must be made at the rear stage door. Delivery vehicles must be removed from the property immediately after material is placed in civic center.

### **Rules of Utilization of Facilities**

1. Public use of Town of Selma facilities at the Selma Civic Center will be at the sole discretion of the Town of Selma. The Town reserves the right to deny usage to any person or organization and for any event which, in the sole discretion of the Town, interferes with the operation of Town of Selma activities or in which, in the sole discretion of the Town, is not consistent with the Town's mission, regulations or policies.
2. Each individual, group or organization seeking to use Town of Selma facilities shall:
  - a. Verify that the date requested is available.
  - b. Sign a contract and agreement for the use of the facilities in advance of the anticipated usage.
  - c. Provide payment of the non-refundable deposit at the time of booking, for the Town to hold the date requested.

- d. Submit payment per payment requirements and dates.
- e. Ensure that event times do not extend beyond 11PM without prior approval.
- 3. The following are not allowed in any Town of Selma facilities:
  - a. Animals, unless part of a specific performance, except animals specifically trained for and being used to assist handicapped persons.
  - b. Holes **shall not** be drilled, bored, or punched in any building, lot or walkway.
  - c. Painting is **prohibited** anywhere in the facility.
  - d. In any event where there is a risk of damage to carpeting, a protective coating, such as plastic, shall be used. Each individual/group is responsible for the repair of any damage or disfiguration to the facility and will be responsible for any charges incurred by the damage.
  - e. Throwing rice, confetti, and/or rose petals is prohibited anywhere inside any building.
  - f. Helium filled balloons **are prohibited** inside any building.
  - g. Posters, banners, or other materials shall not be hung, attached to, or suspended from any part of the any building or surrounding property without prior approval from appropriate Town of Selma Staff.
  - h. There shall be no wiring, re-wiring, connections, or disconnections of any electrical equipment other than by Town of Selma Staff.
  - i. No masking tape, scotch tape, wire or similar adhesive or product shall be used at all without prior approval from Town of Selma Staff.
  - j. Children shall be supervised at all times. Running is not allowed inside the facility, and the Town of Selma will not be held liable if injury or other adverse situations should occur.
  - k. No amplified sound is allowed outside the Civic Center facility.
  - l. **Town policy prohibits discrimination based on race, sex, color, creed, national origin, age, genetic information, or any disability.**
  - m. No firearms will be allowed on the property, even with concealed carry permits.
  - n. No open flames, pyrotechnics, smoke machines, sparking machines, without approval of a Town of Selma Fire Code Official.
  - o. **The use of glass bottles distributed for guest consumption is prohibited.**
- 4. The individual/group and/or responsible party shall be:**
  - a. Liable for any loss and/or damage, repair, or replacement of Town of Selma equipment and/or facilities which occurs during the term or as a result of the lease agreement.
  - b. Responsible to restore each affected item and/or space to a condition equal to that at the time the lease agreement went into effect.
  - c. Responsible for removing all items belonging to the individual/group from the facility immediately after the rental period and returning all Town of Selma items to prior locations.
  - d. Responsible for cleaning up and removing all food and trash, inside and outside, before leaving the facility. All areas of the facility must be cleaned and any excess spills and/or messes should be cleaned before leaving. Restrooms and kitchen areas must be cleaned appropriately. All trash should be placed in the appropriate trash receptacles outside the facility. **Cleaning costs incurred by the Town of Selma, following an event, may result in the Town charging a post-event custodial fee which shall be deducted from the damage deposit, and for which the responsible party shall be liable if the damage deposit is inadequate for such costs.**
  - e. Responsible for ensuring the event ends promptly at 11PM and guests exit the premises in a responsible and respectful manner.
  - f. Responsible for ensuring that all personal items and trash have been properly removed and cleanup has been completed prior to 12AM and all individuals have exited the premises.
  - g. Responsible for ensuring sound levels aren't loud beyond the property of the venue. Reports of sound nuisance may result in the revocation of event privileges.

h. Responsible for the venue key for the entirety of your reservation. If key is lost, the responsible party will be charged a replacement key fee. This will be withheld from your deposit.

**5. Following each event, the Town of Selma shall not:**

- a. Assume any responsibility for damage to any property placed on the Town's premises during the rental of an event by the individual, group, its participants, its employees or its attendees, and the Town further shall not assume any responsibility for personal injury which may occur during the use of the facility.
- b. Assume any responsibility for damage to items left on the premises following an event by the individual, group, its participants, its employees or its attendees, and the Town reserves the right to remove and dispose of such remaining property at the expense of the individual, group, and/or responsible party.
- c. Be responsible for the loss, theft, or disappearance of items, equipment or other personal property belonging to the individual, group, its participants, its employees, or its attendees at any point during an event rental.
6. The Town reserves the right to review all advertising/announcements of events prior to publication or distribution. No advertising or announcements should include Town of Selma logos, seals, or other Town owned images without prior Town approval. Locations and processes for the sale of such items must be discussed with and approved by Town officials prior to the event.
7. All items sold on Town of Selma property must be authorized by the Town of Selma.
8. The Town of Selma and its representatives may enter onto any part of the rented premises at any time during a scheduled rental.
9. The Town of Selma and its representatives shall have the right to stop any activity when the contracted time has expired, or if one finds activity to be adverse, destructive, and/or contrary to the terms of this rental agreement, or Town of Selma policy.
10. Inappropriate behavior on the part of the renter and/or the audience may result in the cancellation or cessation of an event at the discretion of the Town of Selma or its representatives.

**Inappropriate behavior includes but is not limited to the following:**

- a. The obstruction of exits, doorways, stairwells, etc.
- b. Destruction of and/or damage to a Town of Selma facility, property, neighboring property, or equipment.
- c. Deliberate disruption of an event in progress.
- d. Failure to abide by any of the terms or regulations provided in this document or by instruction from the Town of Selma or its representatives.
- e. Any behavior perceived as a danger to staff, attendees, citizens; or
- f. If an event produces questionable and/or unsuitable entertainment that goes against this Town of Selma agreement, or overall purpose, of which did not receive prior approval.

**Caterers**

Caterers must abide by all Local, State, and Federal Health Standards. Catering information must be provided to the Town of Selma when requested. Staff can provide renters with suggestions of local caterers, if requested. Use of catering kitchen must be approved during event reservation process. All areas of use shall be left in the manner it was found at the time the rental agreement began. Damage to Town of Selma kitchen area and/or equipment will cause a forfeit of the damage deposit and may require additional charges to the responsible party to return all items to prior working order. **No actual cooking of food shall occur within the**

**venue.** The Town of Selma will not be held liable for illness or injury that may result from the preparation, consumption, or service of food while on Town of Selma property for a rental event.

**Security Officers**

The Town of Selma reserves the right to require renters to have security due to the specific nature of an event. Security is required at events where alcohol is served and may be required for large events and other activities.

Renters must schedule security ONLY through the Selma Police Department. Security details and number of officers will be set at the discretion of the Selma Police Department. Payment requirements will be provided to renters by the Selma Police Department at the time of scheduling.

At no point shall a renter seek outside or third-party security. If off-duty Selma Police Officers are not available for a required event, the Selma Police Department will secure appropriate coverage and share the information with the renter.

**Events where renters have not secured and paid for officers through the Selma Police Department prior to the event will be cancelled forfeiting deposit and monies paid.**

**Parking**

Parking for all events is allowed only in designated parking areas. No parking is allowed on the grass, on sidewalks, or in marked areas of the street. Violators may be towed at vehicle owner's expense.

**Alcohol**

The opportunity to provide alcoholic beverages during an event must be approved by the Town of Selma. The Town of Selma reserves the right to deny any request for services of alcoholic beverages at any event within the facility.

At no point shall there be any individual under the age of 21 years serving or engaging in consumption of alcoholic beverages during any event held at the Selma Civic Center. The Town of Selma or its representatives reserve the right to check/verify proof of age of anyone in attendance of an event/function where alcoholic beverages will be served.

If alcohol is approved for an event, the organization/individual shall strictly adhere to all ABC Laws and Regulations of North Carolina regarding the use, licensing and service of any and all alcoholic beverages.

**Each permitted organization/individual shall be responsible for requesting and presenting an ABC permit if one is required. A copy of any required permit shall be presented to the Town of Selma 30 days prior to the event.**

The serving and consumption time of alcoholic beverages shall be set prior to the event and shall occur only during a portion of the event, and the consumption of alcoholic beverages must cease at least an hour prior to the end time of the event.

All events/functions where alcoholic beverages are served shall be required to provide sufficient additional security for the entirety of the event/function. Food items and other non-alcoholic beverages are required to be offered at any event where Alcoholic Beverages are present.

The organization/individual hosting an event where alcoholic beverages are present shall accept full responsibility and liability for any claims, issues, damage, breakage, or violations set forth by the Town of Selma. Glass bottles for individual consumption are not allowed inside or outside of the venue.

**Any event requesting to have alcoholic beverages on the premises shall provide a general liability insurance policy that includes specific requirements set forth by the Town of Selma.**

**Insurance**

The Town of Selma and its representatives reserve the right to require renters to obtain liability insurance for an event due to the nature of said event. Proof of General Liability insurance can be requested if Town of Selma or its representatives believe that an event may include consumption of food, alcohol, large number of attendees and/or could result in potential injuries to individuals or damage to property.

**If General Liability insurance is required, it must:**

- Cover \$1,000,000 in liability.
- Be current and specify coverage for the date of the event/function.
- Include a Certificate of Insurance naming the Town of Selma as additional insured.
- Designate it belongs to the responsible party/host for the specific organization/entity of the event.

*The certificate of insurance and information regarding the liability policy must be on file with the Town at least 30 days prior to the event.*

There shall be a completed Rental Agreement and Rental Application signed for each event held on the Selma Civic Center premises. By signing, the responsible party agrees also to abide by all terms and regulations set forth by this agreement and all state and federal laws. By signing this agreement, the responsible party understands they will be held liable for any violation of those terms and regulations.

***I understand and agree to the terms set forth in this agreement.***

Signature of Responsible Party: \_\_\_\_\_

Printed Name of Responsible Party: \_\_\_\_\_

Group/Organization Representing: \_\_\_\_\_

Date of Agreement: \_\_\_\_\_ Date of Event: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Approving Town of Selma Representative: \_\_\_\_\_

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