



# **CITY OF HAMLET**

## **FACILITIES USE AND RENTAL/RESERVATION POLICY**

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## **CITY OF HAMLET**

### **FACILITIES USAGE, RENTAL, AND RESERVATION POLICY**

**PURPOSE:** The purpose of the Facility Use Policy is to define the applicability of facilities owned and operated by the City of Hamlet for public use and the requirement for the use of these facilities. It is the intent of the City to allow the use of available facilities for the benefit of the designated user, provided such use does not interfere with the operations of the City.

**APPLICABILITY:** This Policy applies to facilities available at Hamlet City Hall, Main Street Park, the Hamlet Depot & Museums, and Recreational Ballfields and picnic shelters. Space available in the Hamlet Public Library may be reserved through the Sandhills Regional Library System, but application of this policy does not outline rules of library use and reservation. The Hamlet Fairgrounds may be rented in accordance with this policy, but the Fair Building at the Fairgrounds is rented through the Hamlet Lions Club, but application of this policy does not outline rules of use and reservation of the Lion's Club Fair Building.

In general, the following City owned facilities may be requested and used pursuant to this policy through the City Manager's Office:

#### **Hamlet City Hall**

City Council Chambers- Council Chambers may be reserved by individuals or groups to use as a meeting space providing that the event does not conflict with City Business. City Hall may only be reserved during normal business hours.

#### **Hamlet Depot and Museums**

Hamlet Depot Rotunda & Annex- The Rotunda may be rented with completion and approval of application and rental agreement provided proof of insurance is provided.

#### **Main Street Park Facilities and Grounds**

Picnic shelters may be reserved for small group gatherings. Events and festivals must complete a special event application.

#### **Recreational Ballfields and Picnic Shelters**

Memorial Park American Legion Fields

Memorial Gymnasium

American Legion Fields

American Legion Picnic Shelter

W.D. James Picnic Shelter

\* Reservations can be made for small gatherings at facilities at City Hall or various park picnic shelters. However, festivals, fundraisers, parades and other big occasions require an additional special event application to be completed.

**Application:** A completed reservation application must be approved by the City Manager or his designee. Applicants may request specific areas, but the appropriate person is reserved the right to place rentals in available and appropriate locations upon approval. Reservations are confirmed based on a first come first served basis, up to one year (12 months) in advance. Reservations must be made at least five (5) business days from the event. Only the facilities or room(s) paid for and confirmed through a reservation may be used. Recurring reservations are permitted for a multi-year period on a case by case basis. If the renting party does not pay all fees timely in full, the contract becomes void.

**RENTAL FEES:** Rental or Reservation fees are subject to the City of Hamlet Fee Schedule adopted by the City Council, and are listed as follows:

**Depot Rental Rates:**

Depot Rental – Events

Rotunda Day Hours- \$250 for 3 hours

Rotunda Evening Hours (after 5pm)- \$400 for 6 hours

Rotunda Rental additional per hour (day and night)- \$50

Rotunda Annex Day hours- \$100

Rotunda Annex Night hours (after 5pm)- \$200

Use of Audio Equipment- \$50

Deposit – Half of Rental Rate or minimum of \$100

(\* Event Insurance required at the expense of renter)

**Parks & Recreational Fields and Facilities Rental Rates:**

Fairgrounds - \$250 per event

Gymnasium - \$100 per two-hour usage

South Hamlet Park -\$250 per event, +\$25 for lining field, if needed

Hamlet Babe Ruth Park – \$300 per sport season

\*Fees may be waived by the City for other government, groups, or for non-profit organizations only at the discretion of the City Manager, when that entity is providing the event free to its participants or the organization, or when 100% of the money raised through the event is generated for a charitable purpose.

**Cancellations:** Cancellations must be provided by the participant in writing ten (10) business days in advance of the event. Special consideration may be given in the event of a natural disaster, or a weather or medical emergency. For cancellations provided less than ten (10) business days in advance, all rent, deposits, may be forfeited at the discretion of the City. Rescheduling will be considered by the City Manager's Office and is subject to availability. Refer to Rotunda and Annex lease agreement for additional cancelation requirements.

The City Manager or his designee is authorized to cancel or relocate any reservations due to scheduling conflicts or unforeseen events that make the use of a room or facility unavailable,

unsafe, unreasonable or otherwise not in the best interest of the City or public. In the event, that the City requires a cancelation or relocation of a reservation, the City will notify the applicant as soon as possible of the change and refund any required fees or deposits in full. Should any groups or entities need to cancel the reservation, they must provide a minimum of a ten (10) business day notice, in writing, or this could cause the forfeiture of any and all paid money.

Any rental reservation will automatically be canceled whenever the City of Hamlet is declared closed due to inclement weather or natural disaster. City government closure information is available on the City's website and social media even when coverage is not offered through local radio and TV stations. Advanced noticed may not be possible. When this type of closure takes place, a 100% refund will be granted.

Completed applications and any accompanying rental fees are required to hold a date for a reservation.

- In the event that City property suffers damage due to the actions or neglect of groups or entities that have reserved the room or facility, the renting party will be charged the actual costs to repair the item in addition to forfeiting any security fee for the use of the facility.
- The renting party shall be responsible for all claims, damage or accidents occurring by any act, omission, default, subcontractor, employees, patrons, guests, or negligence.

**AVAILABILITY OF FACILITIES:** Facility availability may vary. All reservations, including uses, dates, and times are subject to the City Manager or his designee's review and approval. Setup and cleanup need to be included in the rental times. These times will need to be listed on the application along with the event time.

To accommodate as many groups or entities as possible during popular dates for meetings, unless otherwise approved by the City Manager or his designee, applicable rooms and facilities must be reserved for specific time periods. Facility Use Applications that do not contain specific time periods, or that contain general time periods, such as "all day," may be denied. Also, groups or entities may be asked to alter requested time periods and facility space to assist in accommodating as many groups or entities as possible.

**Non-Discrimination:** The City of Hamlet prohibits discrimination against any person for any reason including age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, political affiliation, marital status, veteran status, or any other characteristic protected by law.

**Indemnification:** Person renting agrees to indemnify and hold the City, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the facility by Renting person and their guests, agents, or employees.

**General Rules of Use:**

1. All reservation of facilities, except incidental use by City staff, must be scheduled in advance through an application filed with the City Manager's Office. All required deposits and fees must accompany the application.
2. The renting party must be at least 21 years of age to rent any facility and must be present during the event. For any event where minors (18 years of age or younger) will be a majority of the attending guests, a ratio of one adult to every ten minors must be present. The renting party shall be responsible for the orderly behavior of their guests using the facility and must conform to all departmental policies, facility and City rules and regulations.
3. No person shall enter or remain in a City building or facility unless properly clothed and shod. Street clothes and footwear are required at all times. No wet bathing suits are allowed inside facilities.
4. For facilities requiring access with a key or security code, access will be given by staff when possible. Unless otherwise approved by the City Manager, no group or entity using facility will be given a key to access any City facility. City staff will provide access to the room or facility.
5. All persons serving food will be expected to follow strict food safety guidelines. If a renter wishes to hire a caterer, the company must also comply with all requests and regulations by showing proof of training, insurance, health department approval, and be pre-approved by the City Manager or his designee.
6. Renting party shall promptly report all accidents or incidents which result in either personal injury or damage to the property of the City, an employee, or member of the public, regardless of who is responsible for the damage.
7. Renting party shall immediately report defective equipment or unsafe conditions of any equipment or facilities that may endanger anyone to the City employee in charge of the facility.
8. The City, its officers, agents, and employees shall have the right to enter the facility at all times during the rental event to confirm renting party's conformance to this Policy. If the City determines, in its sole judgment, that Renting person has breached a term of this Policy, the City shall have the right to immediately terminate this rental agreement prior to the expiration of its term and prior to the conclusion of the event without any refund to the renting person.

9. The use of rooms and facilities does not obligate the City to provide any furnishings or equipment not currently assigned to the area or listed in the rental contract. Furnishings and equipment may not be removed from the room or facility. Additional equipment may be brought into rooms and facilities if noted on the application and pre-approved by the City Manager or his designee.
10. City equipment, including furnishings and audio-visual equipment, may not be used unless provided through the rental contract stated upon reservation.
11. City facilities are a smoke-free environment. Smoking and vapor is prohibited in/on City property.
12. Serving of alcoholic beverages will be allowed at certain locations with approval and permits when necessary, according to state and federal laws. All alcohol must be delivered to and removed from the premises during the hours reserved by the renting party. The renting party assumes all responsibilities and liabilities associated with the serving of or use of alcoholic beverages for their event or use of the facility. *Renters must provide proof of permit with application.*
13. Unless instructed otherwise, groups or entities using rooms and facilities will return the rooms and facilities to their pre-event condition. The renting party is responsible for placing all garbage/recycling in the designated receptacles. Indoor trash created in an event should be placed in the appropriate outside receptacle in order to avoid odors. The security fee will not be refunded if this rule is violated.
14. The use of any static signage or the facility's electronic signage must be requested on the application and approved by the City Manager or his designee.
15. Under no circumstances may a group or entity use the City's insignias, including the City logo, without the express permission of the City Manager.
16. Advertising/promotion of events, meetings, programs, etc., for which space within a facility has been reserved, must clearly state the sponsor of the event. Promotional materials, press releases, etc., must be worded, so it is clear to the general public that the event is not sponsored by the City of Hamlet. Failure to comply with this policy may lead to immediate cancelation of the event and forfeiture of rental fees and deposit paid.
17. Failure to conclude the use of a room or facility (defined as more than fifteen minutes beyond the time indicated on the application), may result in the forfeiture of the security fee and additional fees assessed.
18. Groups and entities using the rooms and facilities are responsible for their behavior and are expected to comply with all policies, laws and regulations. Failure to do so could result

in dismissal from the facility, the denial of future use applications, and forfeiture of the security fee.

19. The City reserves the right to deny the use of facilities if it is determined the use is not in the best interest of the City and public. The City also reserves the right to remove any group or entity from its facilities if deemed in the best interest of the City and public.
20. The renting party will observe and obey all the Laws of the United States and the State of North Carolina; all applicable ordinances of Richmond County and the City of Hamlet; all rules, regulations and requirements of the Richmond County Health Department; the Hamlet Fire and Police Departments, and other municipal authorities of the City. The renting party will obtain all licenses, permits, and union and trade organization clearances required by any public body or contract at their expense.
21. The following require approval of the City Manager or his designee:
  - a. Charging for admission, selling tickets or taking subscriptions or collections.
  - b. Dances or Bands; sound level shall not exceed 75 decibels.
  - c. Selling or offering of merchandise.
  - d. Tents and additional outside fixtures.
22. If the rental is being used as part of a parade/march, street fair, trail/greenway, run/walk/bike, festival or, etc. a special event application must be submitted and approved in addition to reservation for facility use.
23. A police officer may be required for an activity when deemed necessary by the City Manager or his designee. A secondary employment application must be completed and approved through the Hamlet Police Department. Any monetary compensation required for such service shall be the responsibility of the renting party and will be discussed with the renting party prior to the event.
24. The City assumes no responsibility for lost, stolen or damaged personal property.
25. All activities must cease by the end of rental/reservation period the unless previously approved by the City Manager or his/her designee; this requirement includes cleanup of the event.
26. Miscellaneous Provisions:
  - a. Bubbles, confetti, glitter, birdseed, rice, and like items are prohibited inside the facilities. Birdseed and bubbles are permitted outside the facilities.
  - b. Illegal drugs, gambling, vulgar language or solicitation is prohibited.
  - c. Weapons, except those carried by Police or as approved by City Manager's Office, are prohibited.
  - d. Animals, except service animals or those approved by the City Manager or his designee are prohibited.

- e. Use of the facility for personal gain or moneymaking projects is prohibited.
- f. Nails, hooks, tacks, tape, glue, sticky tack, screws or like items into any part of the facilities is prohibited.
- g. Items left overnight unless approved by the City Manager or his designee is prohibited.
- h. No decorations of any kind shall be attached to on City property unless approved by the City Manager or his designee.
- i. Fireworks or other explosives are prohibited on the premises.
- j. No open flames are allowed inside the Hamlet Depot except for the fuel canisters for food warmers.
- k. Any agreement to use the facilities is not assignable to any other person or entity.

***Any person or group violating any rules is subject to suspension from the facility and prosecution under the law, where appropriate, and forfeiture of their security deposit and associated fees. Flagrant misuse of facilities will result in the forfeiture of future reservations.***





**CITY OF HAMLET FACILITIES USE APPLICATION  
FACILITY RENTAL AND RESERVATION APPLICATION**

Printed Name: \_\_\_\_\_ Driver's License # \_\_\_\_\_  
Street Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone/Cell Phone Number: \_\_\_\_\_

**Park Facility to be used:**

- |   |   |
|---|---|
| <input type="checkbox"/> Hamlet Depot Rotunda       | <input type="checkbox"/> Main Street Park Shelter     |
| <input type="checkbox"/> W.D. James Park Shelter    | <input type="checkbox"/> American Legion Park Shelter |
| <input type="checkbox"/> Memorial Ball Park Field   | <input type="checkbox"/> South Hamlet Ball field      |
| <input type="checkbox"/> Babe Ruth Field            | <input type="checkbox"/> American Legion Field(s)     |
| <input type="checkbox"/> City Hall Council Chambers | <input type="checkbox"/> Other: _____                 |

Rental Date(s): \_\_\_\_\_ Time of Rental: \_\_\_\_\_  
Number of Attendees: \_\_\_\_\_

NOTE: Facilities at the parks can be reserved in four hour blocks.

I have read the City of Hamlet Facility Policy and agree to terms and conditions stated therein. If damage is done or cleanup costs are incurred by the City beyond the deposit amount, the party renting the shelter will be responsible for compensating the Town for any damage or cleanup.

By signing, the signatory and any organization the signatory represents agree and understand to the above conditions. Also, the signatory and any organization the signatory represents and any successors and assigns agree to hold the City of Hamlet harmless and indemnify the City of Hamlet for any liability, including costs of defense, arising from the conduct of the signatory, any organization represented by the signatory, guests, attendees, agents, and associates.

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

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**STAFF USE ONLY**

Approved: ☐

Not Approved: ☐

Amended: ☐

Staff Initials: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Comments/Notes: