



# **Facility Reservation General Policies**

# Town of Kure Beach Facility Reservation General Policies

It is the policy of the Town of Kure Beach to maintain the Ocean Front Park and Community Center for all residents of the Town and surrounding area. It is the goal of the Town of Kure Beach to make these available to individuals and organizations that will promote the productive use of the facilities for Town residents. Outside groups and organizations may use these facilities for civic, recreational and social purposes, upon approval by the Town of Kure Beach. This document is to ensure that:

- The Town of Kure Beach facilities are allocated in a fair and equitable manner.
- All users of the Town of Kure Beach facilities understand the policies pertaining to the use of the facilities.
- All users of the Town of Kure Beach facilities exercise good judgment in the use and care of the facilities.

## **Reservation Procedure**

Parties interested in renting a Town of Kure Beach facility must complete a reservation request form. Reservation requests will be evaluated on a case by case basis by Town of Kure Beach Staff based on the nature and character of the proposed event and priority to first confirmed booking.

Once a reservation request form has been approved, the Lessee must submit to the Town of Kure Beach the security deposit and signature page of this general policy to secure booking. Reservations are not confirmed until the security deposit and general policy signature page have been received. All other paperwork as determined by the nature of the proposed event and described in this general policy, along with the necessary fees must be submitted to the Town prior to 60 days before the event.

The Town of Kure Beach Community Center may be reserved any day of the week between 6:00 am and 12:00 am. The Town of Kure Beach Ocean Front Park may be reserved any day of the week between 8:00 am and 11:00 pm, excluding major holidays. In addition, the Ocean Front Park is not available for rental between July 4<sup>th</sup> and the Labor Day holiday.

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## Rental Fees

The cost to lease a Town of Kure Beach facility varies based on the facility and status of Lessee. Proof of non-profit and/or residency status is required for rates to be effective. All rental fees must be paid in full 60 days prior to the event date.

The current rates for the private rental of any Town of Kure Beach facility are as follows:

PUBLIC PROPERTY		RESIDENT/ NON-PROFIT ORG. RENTAL RATE	NON-RESIDENT/ FOR-PROFIT ORG. RENTAL RATE
OCEAN FRONT PARK	Pavilion	\$75/hour	\$100/hour
	Pavilion & Lawn	\$125/hour	\$150/hour
COMMUNITY CENTER		\$75/hour	\$100/hour
Security Deposit Fee is \$250 per property. This is required but is refundable after satisfactory inspection. Please allow 2 weeks for return of security deposit.			
If booking Community Center for Wedding Reception, Ocean Front Park Pavilion may be rented for <b>1 HOUR</b> at applicable hourly rate for Wedding Ceremony and Pictures.			

The minimum private rental time frame is 2 hours, with additional time added at the per hour rate. Any exception to the 2 hour minimum will be made at the discretion of the Town Staff. Time needed for set up and clean up of events is to be included in the rental time frame, please keep this in mind when determining rental time needed.

## Security Deposit

A security deposit in the amount of \$250 per facility is due when the facility request is approved. The security deposit is fully refunded within 2 weeks of the rental unless, the following occurs:

- An agent of the Town of Kure Beach believes there has been damage or misuse.
- The after event checklist has not been completed to the satisfaction of an Agent of the Town of Kure Beach.

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The responsible party or group will be assessed for the cost of repairs (as determined by the Town of Kure Beach). The financial liability of the lessee is not limited to the amount acquired through the security deposit.

**There is a \$10 non-refundable fee each time an existing contract is revised.**

## **Cancellations**

Cancellation of contracts prior to 30 days before the event will result in a full refund of the security deposit and fees, less a \$50 service charge. **The rental fee will NOT be refunded for a cancellation of the Lease by the Lessee made within 30 days before the event; however, the security deposit will be refunded.**

If an event is cancelled by the Town of Kure Beach due to inclement weather or other state of emergency, the event may be rescheduled at a future date for no additional charge. If no mutually agreed upon date can be reached, the Town of Kure Beach will refund the full payment and security deposit. In the event of any cancellation it will be the responsibility of the Lessee to make all necessary arrangements to notify the group or public of the details of the cancellation, including contacting the media if applicable.

## **Event Checklists**

Event Checklists specific to each facility form a part of this lease contract and must be adhered to for a full refund of the security deposit. For the **Community Center**, an After Event Checklist must be completed by the Lessee and a Town Representative at the termination of the event. The Lessee is responsible for bringing a copy of the after event checklist, completing the checklist, and leaving it on the kitchen counter prior to vacating Community Center premises. For the **Ocean Front Park**, a Before Event Checklist and After Event Checklist must be completed and signed in the presence of the Town Representative. The Lessee may not vacate premises unless the after event checklist has been completed. In the event that Lessee vacates premises prior to checklist completion, the Lessee may be held liable for damages incurred before the checklist is completed. The Lessee is responsible for bringing a copy of both the before and after event checklists, completing each checklist in the presence of a Town Representative, and leaving both checklists with the Town Representative. Any clean up task not

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completed to the satisfaction of the Town Representative will result in the forfeit of the entire security deposit. When appropriate, security deposit checks will be returned within two weeks of the Event.

## **Liability Insurance Information**

**It is recommended that Lessees** using any Kure Beach facility have General Liability Insurance coverage in effect during their entire occupancy, including move-in, event day(s) and move-out. **Minimum coverage amount shall be \$1,000,000** and shall not be cancelled or materially altered after certificate is delivered to the Town. Lessee is responsible for the cost of the insurance coverage. The Town of Kure Beach shall be named as an additional insured under this policy. The Lessee agrees to indemnify, defend and hold harmless the Town of Kure Beach, its agents, officers, and employee from and against any and all liability and expense, including attorney's fees and claims for damages including but not limited to, bodily injury, death, personal injury or property damages arising from or in connection with Lessee's operations or its activities carried on under the Agreement. The Lessee's duty to indemnify the Town shall survive the expiration or other termination of this Agreement. **If Lessee chooses not to purchase this insurance, please sign the General Liability Insurance Waiver Form provided and attach to the Contract.**

**Lessees self-serving alcohol at an event (as defined and allowed below) and using any part of the Kure Beach Community Center are required to purchase General Liability Insurance for their entire occupancy, including move-in, event day(s) and move-out.** Minimum coverage amount shall be \$1,000,000 and adhere to terms cited above. The Lessee's duty to indemnify the Town shall survive the expiration or other termination of this agreement. Please contact a Town of Kure Beach Recreation Coordinator for further clarification regarding liability insurance requirements and/or information on purchasing appropriate coverage.

## **Alcohol**

Alcohol consumption is **not allowed** on the premises of any Town of Kure Beach facility, with the exception of the Community Center. During the rental of Kure Beach

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Community Center, Lessees may serve beer and wine only if proper general liability insurance coverage is obtained **or** through a fully insured and licensed caterer. Only beer and wines may be served, no liquor may be served at any time. No kegs or glass beer bottles are allowed. In addition, the sale of alcohol is not allowed.

## **Catering**

Caterers must provide proof of liability insurance, as well as a current permit and health sanitation grading from the New Hanover County Health Department. The certificate of insurance shall provide liability limits at least in the amount of \$1,000,000 per occurrence, combined single limits, applicable to claims due to bodily injury and/or property damage. The Town of Kure Beach shall be named as an additional insured under this policy. Vendors/Lessee shall be responsible for all set up and clean up after the event.

## **Community Center Kitchen Usage**

No cooking or meal preparation is permitted. Only catered events and the use of the kitchen to warm or reheat previously prepared food is permitted. It shall be Lessee's responsibility to submit in writing the caterer's name for their event and appropriate paperwork. Lessee and Caterers will be expected to adhere to kitchen policy.

**A Lessee-provided gas grill may ONLY be used on the south side of the Community Center building (within the parking lot area) and the grill must be at least 20 feet from the building. Grill use is not permitted at Ocean Front Park.**

## **Guests**

The Town will not be held responsible for the safety or security of any equipment, but not limited to chairs, tables, musical instruments or food. The Town, its owners or agents, shall not be held responsible for and is hereby expressly relieved from any and all liability by reason of injury, loss, or damage to any person or property in or about the premises, however, caused whether loss, injury or damage to the person or property of the Town, the event, invitees, or other persons.

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## **Public Safety**

Lessee agrees that at all times he/she will conduct activities 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 to assure such safety. All portions of the sidewalks, entries doors, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the Lessee and shall not be used for any purpose except for ingress or egress to and from the premises by the Lessee. The Lessee agrees not to bring onto the premises any material, substances, equipment, or object, which is likely to constitute hazard to the property thereon without the prior approval of the Town. The Town shall have the right to refuse any such material substances, equipment or object to be brought onto the premises and the further right to require its immediate removal there from if found thereon. No animals or pets are allowed inside Kure Beach buildings unless for medical reasons. **Due to fire code, doors with exit signs above them may not be blocked. No lit candles may be used. NO HANDGUNS OR WEAPONS ARE ALLOWED ON TOWN PROPERTY.**

## **Care of Facility**

Lessee shall not injure, nor in any manner deface said premises or any equipment contained therein, and shall not cause or permit anything to be done whereby the said premises or equipment therein shall be in any manner injured, marred or defaced. Lessee will not drive or permit to be driven nails, hooks, screws, tacks, pins and staples into any finished surface in any part of said building or equipment contained therein, or use tape or any fasteners or adhesives that would mar the walls, floors, mirrors, ceiling, furniture, and will not make any alterations of any kind to said building or equipment contained therein. All items brought into the premises must be removed immediately following the event. Provided the regulations of the entire contract have been properly followed, the security deposit will be returned. LESSEE agrees to the following rules: **No smoking is allowed inside any facility. No outside music after 10:00 PM. No rice or bird seed. No fireworks, including sparklers. No lighted candles can be used. The tables or chairs provided at each facility may not be used outside the Community Center building or Ocean Front Park Pavilion and Lawn.**

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## **Control of Facility and Right of Entry**

In renting said space to the Lessee, it is understood that the Town does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations. Duly authorized representatives of Town may enter the premises to be used and all the premises at any time and on any occasion without restriction whatsoever. All facilities including the area which is the subject of this permit, and all parking areas shall at all times be under the control and charge of the Town.

The town reserves the right to eject or cause to be ejected from the premises any intoxicated or disorderly, person or persons, and neither the Town nor any of its officers, agents, or employees shall be liable for any damage that may be sustained by Lessee.

In addition, Ocean Front Park and surrounding grounds are public property. The Town of Kure Beach cannot guarantee exclusive rights or use of public property because legal considerations limit the ability of the Town to grant exclusive domain of a public facility. Your signature on this document is confirmation of the understanding that you do not have a legal right to full and unrestricted use of public property.

## **Agreement to Quit Premises**

The Town of Kure Beach Community Center may be rented between 6:00 am and 12:00 am, and the Town of Kure Beach Ocean Front Park may be rented between 8:00 am and 11:00 pm. Rental access to leased space at times other than specified is strictly enforced. Lessee agrees to quit leased space no later than the term of this agreement. Lessee understands that per hour rate fees will be charged for any additional time and further agrees to leave leased space in condition equal to that at the commencement date of this agreement. Upon vacating the premises, LESSEE AGREES TO REMOVE ALL TRASH FROM THE LEASED SPACE.

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## **General Policy Signature Page**

As the Lessee of the event described, I agree to comply with all regulations stated in this Town of Kure Beach Facility Rental General Policy. My signature on this form implies I have read and fully understand this Facility Rental General Policy and I will adhere to all items described within. I also agree to obtain all necessary permits and proof of insurance as outlined in this General Policy, and I assume responsibility for any violation by my vendors or guests.

Failure to comply with rules and regulations governing the facility could result in loss of security deposit, immediate closure of the facility, a bill for additional damages and a permanent barring from the facility.

\_\_\_\_\_  
Signature of Lessee (Tenant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Lessee (Tenant)