

**TOWN OF HOBGOOD
USE OF TOWN PUBLIC FACILITIES**

PLEASE READ CAREFULLY!!

PARKING

Parking is prohibited in front of the Gazebo, Depot and Country Church Museum. Loading and/or unloading of equipment, food, decorations, materials, etc. must be done at the street or alley. Absolutely NO DRIVING on the Town's walkways, sidewalks and grounds!!

**The Deposit or a portion of the Deposit may be withheld if this Procedure is not followed.

Thank you for your cooperation!

I have read and understand the above procedure.

Printed Name of Lessee

Signature of Lessee

Date

A request for scheduling must be made by written application and submitted at least four (4) weeks prior to the date of use.

Town of Hobgood

POLICIES GOVERNING THE USE AND RENTAL OF THE TOWN PUBLIC FACILITIES

Adopted: July 17, 2006

Resol. #

Revised: September 18, 2017

Resol. #

PURPOSE

The purpose of this policy is to allow for the use by the general public of the various facilities owned by the Town of Hobgood for social, recreational or entertainment events. The Town Board/Administrative Conference Room is to be used primarily by the various Hobgood Town Boards for the conduct of their official town duties. The purpose of this statement is to insure that these boards receive top priority for the use of the other facilities, and to provide a set of written policies to regulate those occasions when these facilities are used by other groups. This policy is applicable to the Town's park complex, including the Country Church Museum and Historic Train Depot Assembly room.

SCHEDULING AND SUPERVISION OF CENTER

The responsibility for both scheduling the meeting areas and supervising the use thereof is assigned to the Town Administrator. The Town Administrator is authorized to refuse or cancel any use of the building which in his opinion is not in the best interest of the public.

PRIORITY OF USE

1. First priority for the use of these facilities shall be given to the **Boards and Commissioners of the Hobgood Town Council**. Rental rates do not apply to these groups.
2. Because of the involvement of the **Hobgood Revitalization Committee** in the Finance, acquisition and development of the park complex, second priority for the use of these facilities shall be given to that Committee and thereafter the various departments of the **Government of the Town of Hobgood**. Rental rates do not apply to these groups. All use by non-town government entities must submit a lease application as hereinafter provided.
3. Third priority, other groups and private individuals may use the facilities after application for and the issuance of a lease agreement.
4. Use of Depot Assembly Room, Country Church Museum and Festival Grounds/Gazebo for Special Entertainment Purposes.

The Assembly Hall in the Depot, Country Church Museum and Festival Grounds/Gazebo may be used for special entertainment purposes only if prior approval is received from the Town Administrator. Approval will be contingent upon acceptance by the Town of a lease agreement satisfactory to the Town; the required lease amount; a security and cleaning deposit satisfactory to the Town; and an appropriate indemnification, defend and hold harmless provision, satisfactory to the Town, as well as, appropriate insurance if deemed applicable in the circumstances.

The Town reserves the right to withhold approval of usage of the Assembly Hall in the Depot, the Country Church Museum and Festival Grounds/Gazebo for Special Entertainment purposes if it is determined by the Town Administrator that it is in the Town's best interest to do so.

OPERATING PROCEDURES

1. The Park complex facilities including the Country Church Museum, Assembly Hall in the Depot and Festival Grounds/Gazebo are available for lease to the public for use between the hours of 8:00 AM and 12:00 Midnight. With the exception of the public restrooms, permitted use of the Assembly Room in the Depot does not include any other portion of the building, hallways or lobby. If restroom facilities are needed when leasing the Country Church Museum and/or Festival Grounds/Gazebo then a lease for the Depot is also required.
2. A request for scheduling must be made by written application and submitted at least **four (4)** weeks prior to the date of use (See Form A Attached). All requests for scheduling will be made in writing and delivered in person to the Town Hall.
3. The appropriate rental fees and deposit, if applicable, are required when submitting the application for approval. A **separate** check/money order must be written *payable to the Town of Hobgood* for the rental fees and the deposit. Exception: The rental fee for the Festival Grounds/Gazebo should be written in **two (2) separate** checks/money orders of \$50 each with one payable to *Town of Hobgood* and one payable to *Hobgood Revitalization Committee*.
4. Rental fee(s) are **nonrefundable** if a cancellation is not received at least **2 weeks** prior to the scheduled use.
5. The anticipated use of lessee's equipment must be specified in the application, and equipment, which commonly uses or consumes excessive electricity, will not be permitted.
6. Use of the facility does not obligate the Town to provide any equipment not currently assigned to the designated areas. Furnishings may not be removed from any facility under any circumstances. Request for equipment must be made at the time of request of the facility. The use of decorations is strictly limited to table or easel arrangements. Any decorations must meet the approval of the Town Administrator. Nothing shall be attached in any manner to any other surface.
7. The temperature inside the Assembly Hall in the Depot will be maintained at 76°F during all leased events throughout the year between the hours of 8:00 AM to 12:00 Midnight.
8. Certain uses may constitute additional setup time, and the Town has always allowed this additional time as a courtesy to these groups/individuals, but the Town requires the request for additional time no less than 48 hours prior to the lease period. (Example: You lease the building for Saturday but may require Friday to set up some equipment. You need to contact the Town no later than 8:00 AM on Thursday morning.) The Town also reserves the right to deny this additional time if the facilities have been rented by another party during the requested additional time. If the applicant requests the use of any utilities during this additional time, the applicant shall pay a separate fee as listed in the Rental Fee Schedule.
9. Smoking is prohibited inside any building. Alcohol use is prohibited not only within any building, but also anywhere on the streets, sidewalks or rights of way or any public property adjacent to the facility.
10. Groups or persons using facilities will accept responsibility to immediately clean their area after each meeting, according to the cleaning list provided (See Form B Attached).
11. Anyone who serves food or a catered meal is responsible for removing all associated trash from the premises. Food and drink may only be served and consumed in the general meeting room. Any cooking of food is prohibited inside the Depot and the kitchen should only be used for the preparation and serving of meals. If activities such as outdoor grilling are expected then those activities should be restricted to the festival grounds and a grilling permit should be obtained from the Town Hall. Cleanup of outdoor grilling activities will be strictly enforced and a portion of the deposit may be withheld if this procedure is not followed.

12. All trash must be properly secured in plastic trash bags and removed from the facility and placed outside in the roll-out trash containers. The plastic trash bags may need to be double bagged to prevent leakage.
13. If the use of any facility under this policy is for an event to which admission is to be charged, or for which a profit is expected to be made by the lessee for any purpose other than charity as defined by the Internal Revenue Code, the Town will receive a commission of Ten (10%) percent of the net profit. Such anticipated use must be specified in the Application, and the Town reserves the right to examine the records of the lessee in determining any commission to be paid.
14. Parking or driving on the grounds of the Gazebo, Depot and the Country Church Museum is prohibited. Loading and unloading of equipment and materials must be done at the street or alley. Absolutely no driving on the walkways or sidewalks is permitted. The deposit or a portion of the deposit may be withheld if this procedure is not followed.
15. NO LABORATORY TEST can be done at any Health Fairs. Only Health information and displays can be used. Bloodmobile usage is allowed.
16. If the user does not conclude their function in a timely fashion (45 minutes past the time indicated on the Facility Use Application); including cleanup and properly bagging/removing trash from the facility, applicable deductions will be made from the deposit.
17. Groups and individuals using the Town facilities are responsible for their behavior and compliance with Town, County, State, and Federal Laws and Regulations. Failure to comply with any of the above mentioned Operating Procedures will result in the forfeiture of future usage of said facility.
18. Rental Fee Schedule: **NOTE - The hours from 8:00 AM to 12:00 Midnight constitute one (1) day.**

Deposit:

\$250.00

The Deposit will be refunded if the building is properly cleaned by user following event/usage, no damage to the facilities or equipment has occurred, and all policies are complied with. Deposit covers the use of one or more facilities which may be used for any single function. Please note a \$50 fee will be deducted from the deposit if all trash and garbage is not properly secured in plastic trash bags, removed from the facility and placed outside in the roll-out trash containers.

Rental Fees:

\$200.00

Includes Depot Assembly Room for one (1) day.

\$ 50.00

Includes additional use of utilities at the Depot for day prior to lease period.

\$100.00

Includes the use of the Festival Grounds and Gazebo for one (1) day.

\$100.00

Includes Country Church Museum for one (1) day.



Town of Hobgood
Release and Indemnity Agreement for Facility Use

WHEREAS, the undersigned has requested the use of equipment and/or facilities owned or operated by the Town of Hobgood, North Carolina, hereinafter referred to as “Premises”, and to engage in activities for the exclusive benefit of the undersigned.

NOW, THEREFORE, In consideration of the mutual promises or other good and valuable consideration, the undersigned does hereby for himself/herself, his/her heirs, executor, employers, successors, of himself/herself or of his/her employees, administrators, and personal representatives, I/We/The (name of lessee/event manager/organization /company official), _____ understand and agree to the following:

The Town shall not be liable for any damage to property or person by reason of the applicants use or occupancy of the Premises and the applicant agrees to save the Town harmless from and against all claims, suits, demands, actions, and the cost and expense thereof, including attorneys fees, arising out of any property damage or personal injury occurring as a result of applicant’s use of the Premises. *The applicant further specifically agrees that it will procure and keep in full force at its expenses, Commercial Liability Insurance in an amount not less than \$1,000,000.00 per occurrence, which policy or policies of insurance shall show Town as an additional insured. Applicant will cause a certificate of insurance to be furnished to Town evidencing such coverage and said policy shall provide that said insurance may not be cancelled without written notice to Town at least thirty (30) days prior to any cancellation.

I/We/The (name of renter/event manager/organization /company official), _____ hereby declare that the terms of this Release and Indemnity Agreement have been fully read and understood by me, and freely and voluntarily entered into and accepted by me, and I hereby acknowledge that I have read and understand this agreement. This agreement shall be in full force and effect any time after the execution thereof.

Print Name

Signature

Date

*If applicant is renting as an individual, the commercial liability insurance is not required. It is understood that the individual’s homeowner’s policy may apply. Please consult with your insurance agent or carrier. This statement does not act as a waiver of any of the other conditions of paragraph 3 cited above. If the individual renter has an organization, commercial entity or other recognized entity providing any assistance or services then that entity or organization is required to carry commercial general liability insurance with the specified limits and is required to provide The Town of Hobgood with a certificate of insurance as noted above.

PLEASE INCLUDE THIS PAGE WITH YOUR APPLICATION

Return to: Town Administrator, Box 217 Hobgood, NC 27843

Town of Hobgood
Schedule Request

(Please Print or Type Information)

Name of Department/Group/Organization_____

Name of Person Responsible_____

Leasing as an individual agent of organization

Mailing Address_____

Telephone Number: Home _____ Work _____

Day and Date Requested_____

Time: From_____ (AM) (PM) To_____ (AM) (PM)

Number of People in Group_____

Purpose of Use (in detail) _____

- Will admission or some other charge for participation be made? Yes No
- Will you be using equipment other than that already installed in the building? Yes No

If "yes", specify in detail the type of equipment to be used:

- Need for pre-event preparations: Describe (use diagram on back if necessary)

Rental Fee (if applicable): Amount_____ Date Paid_____

Deposit (if applicable): Amount_____ Date Paid_____

I hereby certify that I am the individual or the authorized and responsible representative of the group making this application; that the above statements are true to the best of my knowledge; that I have received and read a copy of the rules and regulations governing the use of The Town of Hobgood public facilities; and that our group will comply with the regulations, policies and fee schedule governing the use of the facility.

Signed:_____ Date:_____

Approved_____

Denied_____

Town Administrator

Fee_____

Remarks:_____

**Town of Hobgood
Hobgood Public Facilities**

USER CLEANING CHECK LIST

The following items will be performed by the individual or groups that use the Town of Hobgood public facilities etc. All cleaning will be performed before scheduled departure time. Failure to properly clean the facility following use will result in loss of deposit.

1. Sweep all floors if needed.
2. Pick up and remove all paper and trash from the rooms utilized, grounds and parking areas. All trash and garbage should be secured in plastic trash bags (double bagged if necessary) and placed in the outside roll-out trash containers.
3. Clean restrooms (*pick up paper, sweep and flush all toilets*).
4. Clean tables.
5. Return all furniture to proper place.
6. Inform owner immediately of any stains or spots on walls and carpets.
7. Return all cleaning materials to proper storage area (mops, mop buckets, broom, etc.).
8. All windows and doors should be closed and locked.

**Town of Hobgood
PUBLIC FACILITIES**

TOWN REPRESENTATIVE CLEANING CHECKLIST

GROUP _____

GROUP REPRESENTATIVE _____

DATE _____ **TIME IN** _____ **TIME OUT** _____

PRIOR EVENT **AFTER EVENT**
Date _____ Date _____

1. _____ _____ **All floors swept (kitchen, restrooms, dining areas, foyers)**
2. _____ _____ **Paper/trash picked up (building, grounds & parking areas), secured in plastic trash bags and placed outside in the roll-out trash containers**
3. _____ _____ **Restrooms cleaned (sinks, picked up paper and all toilets flushed)**
4. _____ _____ **Furniture returned to proper place**
5. _____ _____ **Spots & stains on walls and floors removed (kitchen, dining area & restrooms)**
6. _____ _____ **Cleaning materials returned to storage (brooms, mops, mop buckets, etc.)**
7. _____ _____ **All windows and doors should be closed and locked.**

Comments: _____

Town of Hobgood Representative (signature) _____

Group Representative (signature) _____

Supplies Available				Furniture Available		
Supplies	Opening	Closing	In Storage	Furniture	Opening	Closing
Dish Detergent <small>(Kitchen)</small>				Cloth Chair <small>(81)</small>		
Paper Towels <small>(Kitchen/Restrooms)</small>				Metal Chairs <small>(37)</small>		
Hand Soap <small>(Kitchen/Restrooms)</small>				6' White Tables <small>(9)</small>		
Toilet Tissue <small>(Restrooms)</small>				Wood Tables <small>(1 ea. 6'8"/4')</small>		
Trash Bags				Half Round Tables <small>(2)</small>		



Town of Hobgood

REGULATIONS FOR OUTDOOR COOKING AT TOWN PUBLIC FACILITIES

Rules and Regulations

- Tables and chairs may not be removed from any facility for outdoor use.
- Charcoal and gas grills are never to be used for any purpose within a Town facility and shelter or on any porch/sidewalk of any facility.
- Grills are not to be used within 25 feet of any structure/facility and must be monitored when in use.
- Grills may not be placed on any street.
- When grilling, have a container to catch grease to prevent dripping on the ground.
- Having a 5-pound ABC fire extinguisher on hand is required.
- When you are finished cooking, cool and properly discard charcoal briquettes and ashes by placing them in a nonflammable container and remove from the premise. **DO NOT DISPOSE HOT BRIQUETTES AND ASHES IN THE GRASS, FLOWER BEDS AND SHRUBS OR NEAR ANY STRUCTURE/FACILITY.**
- All trash must be bagged in plastic trash bags at the conclusion of any event and placed in outside roll-out trash containers.
- As noted in the Operating Procedures (#7) of the lease agreement, alcohol use is prohibited on Town property as well as any public property adjacent to either facility.

Motor Vehicles

- No person shall park or stand a motor vehicle on the grounds of any Town facility. All vehicles should be parked along the streets without blocking traffic.

Violations

- Anyone that violates the above regulations is not entitled to a deposit refund.

I hereby certify that I am the individual or authorized and responsible representative that has made application for the rental of the following: (Check all that apply.) ___ Festival Grounds/Shelter; ___ Depot and/or ___ Country Church and that I plan to have outdoor cooking appliances on the premise(s). I have received and read a copy of the rules and regulations regarding outdoor cooking at the Town Public Facilities and that our group will comply with these rules and regulations.

Date of Event _____

Applicant Signature Date

Co-Applicant Signature Date

Town Administrator Date

(Revised 09/18/2017)