

Mayor  
**Barbara C. Pennell**

Town Council  
**Ron Lackey**  
**Mike Kent**  
**Crystal Brooks**  
**Wilford Beane**  
**John Hall**



Town Attorney  
**Bruce Cannon**

Town Administrator  
**Bonnie C. Caudle**

## **Town of Gamewell**

2750 Old Morganton Road  
Lenoir, NC 28645  
Telephone/Fax (828) 754-1991  
townofgamewell@bellsouth.net

# **Town of Gamewell Facility Use Policy**

## **PURPOSE**

The Facility Use Policy is designed to govern the use of Town-owned facilities by individuals, groups, and/or organizations that are not directly associated with the Town of Gamewell. Only the designated meeting rooms and grounds listed below may be reserved for Non-City government public activities, provided certain conditions are met. However, for security and operational reasons, the remaining Town facilities will not generally be made available for public use. Use of Town-owned facilities is limited to after normal business hours and excludes other Town-sponsored events or meetings. This policy does not apply to long-term leases of Town-owned property or facilities. ***Functions for the Town of Gamewell shall in all cases take precedence over all other activities at any Town facility.***

## **LIST OF DESIGNATED FACILITIES**

The designated Town facilities available to the public for non-government use are as follows. More instructions are found at the end of this policy.

1. Council Chambers, conference room and/or kitchen of the Town Hall, 2754 Old Morganton Road, Lenoir NC 28645.
2. Gamewell History Museum, 2750 Old Morganton Road, Lenoir NC 28645.
3. Gamewell Park Shelters and Gazebo

## **FEES**

Fees are charged as published in the adopted Fee Schedule.

## **RULES GOVERNING PUBLIC FORUMS**

The following rules denote and govern public forums on property owned by the Town of Gamewell.

1. The following places are designated as public forum areas:

- a) The sidewalks of the exterior of the Gamewell Town Hall, 2754 Old Morganton Road, Lenoir NC 28645.

## **RULES GOVERNING THE USE OF ALL FACILITIES AND GROUNDS**

1. The applicant requesting the use of a Town facility or grounds must complete the necessary application, accepting liability as outlined below in #2, and present a photo ID.

2. The applicant is responsible for any damage to any facility or grounds, including costs for cleanup. The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place associated with the use and shall agree to hold the Town harmless and indemnify the Town for any injury or damage to persons or to property. This shall include the times the area is being prepared for use and for all follow-up activities related to the use. Any damage or accident must immediately be reported as soon as the office is open for business.

3. Facilities are not available to exclusive groups; meetings must be open to the public.

4. The Town facilities may not be reserved for any commercial purposes or uses that charge fees.

5. Solicitation is not permitted.

6. The Town will not accept reservations for meetings that would designate any Town meeting room as the regular meeting place for any organization.

7. The Town Council approves fees and deposits for the designated facilities, and are listed in the adopted Fee Schedule.

8. A Statement of Disclaimer must be signed by all facility users.

9. Depending on the type of event, proof of insurance may be required. If required, a copy of the insurance policy must be submitted with the application. The policy is to be one of comprehensive general liability for not less than \$300,000 for bodily injury per person and \$1,000,000 per occurrence and not less than \$100,000 for property damage per occurrence or as designated by the town administrator or designee, subject to changes by the Town's current insurance policies or providers.

10. The Town will not provide personnel, office assistants, traffic direction, equipment, office supplies, copying services, etc.

11. Disruptive behavior is prohibited.
12. Animals of any kind are not allowed in any facility, except for service animals in the performance of their duties.
13. Open, pit, or other types of fires are prohibited.
14. No alcoholic beverages are permitted.
15. Tobacco products are prohibited.
16. Local, Federal, and State firearm laws must be obeyed.
17. The applicant is responsible for ensuring all trash is disposed of in proper outside containers.
18. The applicant is responsible for returning any furniture and fixtures to the original configuration immediately after use.
19. Signs, decorations, or other attachments may not be hung on any building or permanent structures in a manner that may potentially damage the property.
20. Parking for those attending meetings in these facilities will only be permitted in designated areas.
21. This policy does not apply to sidewalks or streets that are under the jurisdiction of the State of North Carolina.
22. The applicant is responsible for registering the function with the applicable local law enforcement authority as well as determining the need for any crowd control and security enforcement that may be necessary.
23. All uses must comply with local, state, and federal laws, including the Americans with Disabilities Act.
24. The applicant must comply with any further or additional restrictions the Town chooses to place on the use of the grounds or facility.
25. The Town Administrator or any Town Councilmember may revoke the authorization to use a facility up to or during the use if a violation of this policy is discovered.
26. Applications must be presented to the Town Council for approval; as such, the Council has the right to waive any subsection of this section when doing so would more effectively serve the public's interest, except where prohibited by law.

## **SPECIFIC INSTRUCTIONS GOVERNING DESIGNATED FACILITIES AND GROUNDS**

1. Point of Contact: Town Administrator, Town of Gamewell 2750 Old Morganton Rd, Lenoir NC 28645.
2. Events must not block entrance and exit from any Town-owned property or facility

***Park shelters and gazebo rentals have their own agreement forms with specific requirements. (See Facility Rental Agreement regarding Park Structures-attached)***

The Gamewell Town Hall **will not be used for personal use**, such as birthday parties, family gatherings, etc.

The Facility Use Policy is designed to govern the use of Town-owned facilities by individuals, groups, and/or organizations that are not directly associated with the Town of Gamewell. If groups and/or organizations are not listed, they must be approved by the Town Council and added to the list before the meeting date.

Acceptable groups and/or organizations:

- Caldwell County Board of Elections
- Class reunion site for Gamewell and Gamewell/Collettsville graduates
- Caldwell County Manager Meeting Location
- Blood drive sponsored by the Town
- District Mayor/Manager meetings
- District Policy Board meetings
- East Flat Community Watch Group
- Emergency Response distribution site

Writers Group (meeting at the museum weekly)

during business hours Monday through Friday, 8:00 a.m. to 5:00 p.m., during regular or special-called meetings, and any special event approved by the Town Council.

3. The equipment in any of the Town's facilities is not available for use, with the exception of when prior arrangements are made at the time of application.

4. Permission granted for use of any Town facility is revocable by the Town Administrator should the need arise for the Town Council's use of the room during the time for which permission is given.

5. Signs, banners, decorations, or other attachments may not be displayed on any Town facility. Signs may be displayed on the sidewalks, but are limited to the duration of the event. The only exception to this is banners provided by the Town in support of government functions, events, etc.

6. Large community-wide events, which are sanctioned by the Town, may have use of any Town-owned facility and may be exempt from the prohibition of sound amplification during business hours.

#### **SPECIFIC INSTRUCTIONS GOVERNING HISTORY MUSEUM**

1. The room is used as a museum. Artifacts shall not be touched.
2. If the trash cans have been filled up by the organization, the bags can be placed into the container outside the building.

#### **REGULATIONS GOVERNING USE OF MEETING ROOMS**

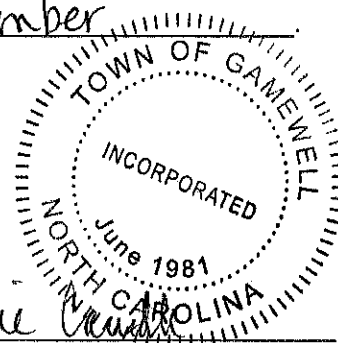
1. All publicity for meetings must clearly state that the meeting/event is not sponsored by the Town of Gamewell.
2. Access to the room before or after your scheduled time is not permitted.
3. Town staff may attend or observe any meeting or program at any time.
4. The Town reserves the right to limit or prohibit at any time the use of Town facilities which, in the Town's opinion, may present a threat to the health or safety of the public.

Adopted by the Town Council on 8<sup>th</sup> day of December

Barbara C. Pennell  
Barbara C. Pennell, Mayor

Attest:

Bonnie Caudle  
Bonnie Caudle, Town Administrator



Mayor  
**Barbara C. Pennell**

Town Council  
**Ron Lackey**  
**Mike Kent**  
**Crystal Brooks**  
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# **Facility Rental Agreement**

**Please note that rental is confirmed ONLY upon receipt of the signed Facility Rental Agreement and payment.**

I, User-name \_\_\_\_\_ (herein called the "User") of affiliate \_\_\_\_\_  
\_\_\_\_\_ agree(s) to rent "Shelter 1", "Shelter 2" or the "Gazebo" located at the  
Gamewell Town Park from the Town of Gamewell (herein called the "Town") on  
\_\_\_\_\_ (date) from \_\_\_\_\_ (beginning time)  
until \_\_\_\_\_ (ending time).

In doing so I agree with the following:

### **Indemnification and Hold Harmless Clause**

The User shall indemnify and hold harmless the Town and any of its officers, employees, servants, agents, contractors, and volunteers from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the property belonging to the Town by the user group and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the Town.

### **Waiver of Subrogation Clause**

The User hereby agrees to waive all rights of subrogation or recourse against the Town of Gamewell with respect to the use or occupation by the user of the premises described in the license agreements.

### **Music**

The User is solely responsible for obtaining copyright authorization/licenses to utilize copyrighted live or recorded music, dramatic or other works on the property. The User is solely responsible for paying any required copyright royalties.

### **Payment and Deposit**

- All fees must be paid in full at the time of booking or **at least 30 days** prior to the facility usage. Payment by check or cash will be accepted (**no credit or debit card payments**).

The shelters and gazebo may be rented in increments of 2 hours. Fees for Gamewell Town residents- A \$25.00 deposit fee for the first 2 hours and an additional \$10 for each additional hour reserved will be charged. (The \$25.00 deposit will be refunded if there is no damage, the tables are in the original location, and/or additional cleaning is not required.)

Individuals not living in the Gamewell Town Limits may reserve the shelters in increments of 2 hours; however, there will be a \$50.00 deposit for the first 2 hours and an additional \$10 for each additional hour reserved. (\$25.00 will be refunded to the individual if there is no damage, picnic tables are in their original location, and/or no additional cleaning is needed.)

**Cancellation Policy**

In the event of cancellation, a written cancellation must be provided to the Town of Gamewell by email ([townofgamewell@bellsouth.net](mailto:townofgamewell@bellsouth.net)) or in writing to the address on this Rental Agreement and the following policy shall apply:

- If cancellation is received more than 30 calendar days prior to the facility usage, the User will be reimbursed all fees.
- If cancellation is received less than 30 calendar days before the event, the User will be reimbursed 50% of the total rental fees including the administrative fee.

The Town reserves the right to cancel a booking or terminate this agreement when:

- The Town will not exercise its right to cancel a booking in an unreasonable manner and will provide as much notice to the User as possible. The Town will cancel only if it is unable to hold up its obligations for reasons including but not limited to emergency conditions or an official Town Event.
- When the Town cancels a booking for any reason within this agreement, the User agrees that the Town is not responsible or liable for any loss or damage suffered by the User.

***For what purpose do you wish to use the facility of the Town of Gamewell?***

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## **Facility Rental Terms and Conditions**

As a user of space at the Town of Gamewell, the User understands and agrees to be bound by the policies of the Town and the following terms and conditions. The User agrees with the following:

### **Facilities Usage**

The use of the rented facility:

1. Does not conflict with the Town's Values and is in accordance with the Town's policy on Facilities Use.
2. The User will ensure that **all park** rules are followed by their guests.
3. Does not cause interference with the orderly functioning of the Town or infringe upon the rights or privileges of others; these rights include the right to peaceful pursuit of activities and to enjoy the rule of law.
4. Does not promote hatred or discrimination against, or expose to contempt, any person or group of persons as applicable under legislation or law.
5. Does not directly or indirectly contravene provisions of any law, statute, regulation, by-law, enactment, policy, or otherwise, of the United States or the State of North Carolina. This includes the Criminal Code, the Human Rights Act, the Freedom of Information and Protection of Privacy Act, and other laws of general application.
6. Will be used only for the activities for which they have been designated. Any boisterous or nuisance persons will be requested to leave the Town. Any sound levels from musical instruments or recorded music will be kept to a reasonable level.

### **Incident Reporting Requirement**

Following an incident or accident, an "Incident Report Form" must be completed and submitted to the Town within 48 hours.

### **Signage and Décor**

That décor or signage will not be affixed to the Town property with nails, screws, or staple guns and all décor and signage will be removed directly following the event.

### **Smoking**

All smoking and tobacco products are prohibited on the Town premises.

### **Alcohol**

Alcohol is prohibited on the Town premises.

### **Inflatables**

Inflatables are not permitted for events.

### **Kitchen**

The Town does not supply food, drinks and/or paper products for events.

### **Pets**

Pets are not permitted in the park or on the premises.

### **Waste**

Waste containers will be provided. The user agrees to appropriately dispose of all garbage generated by the event immediately thereafter. The user agrees that the rental facility will be left clean and in an organized fashion.



I have read the Facility Rental Agreement, Terms and Conditions and agree and understand that the Town of Gamewell will only deal with the person(s) named on the Rental Agreement and Terms & Conditions. This includes instructions, reporting, and amendments or changes for services or equipment.

I understand that **all bookings for space are "AS IS"**. No special equipment/tables/services/set-up will be provided.

Signature of User(s)

\_\_\_\_\_ Date \_\_\_\_\_

Name(s) – please print.

\_\_\_\_\_

**User Contact Information**

Driver License Number: \_\_\_\_\_ State \_\_\_\_\_

Address \_\_\_\_\_ City/ Prov. \_\_\_\_\_

Postal Code \_\_\_\_\_

Telephone home \_\_\_\_\_ work \_\_\_\_\_ cell \_\_\_\_\_

Email \_\_\_\_\_