

Community Center Reservation and License Policy

The Zebulon Community Center is owned and operated by the Town of Zebulon. Its purpose is to provide Town-sponsored or co-sponsored recreational, educational, and/or community programs for the Zebulon community. When Community Center space is not scheduled to be utilized by the Town of Zebulon, organizations and individuals may reserve the space for their use in accordance with this Reservation and License Policy.

Zebulon Community Center facilities available for license include a large multipurpose room/gymnasium, warming kitchen, two classrooms/meeting rooms, an arts and crafts room, and two physical activity room. These facilities, together with nonexclusive use of the parking lot, may be licensed and reserved to individuals; civic, educational, recreational, and cultural non-profit groups; and to business organizations. License rates, charges, and/or fees are established and approved by the Zebulon Board of Commissioners.

POLICIES

1. **Age:** If the licensee (“Licensee”) is an individual, Licensee must be an adult, age 21 years of age or older. If Licensee is an entity, a responsible adult, age 21 years of age or older, must be present and always supervising.
2. **Business Verification:** Any business or entity that wishes to apply in their name must be a Limited Liability Corporation or Incorporated. These businesses must also provide proof of their tax identification number on the license application. If the business does not meet the listed requirements, the application must be submitted in an individual’s name.
3. **Licensee Name:** The name listed on the Facility License Application **MUST** be the person or officer of the business that is using the Facility during the requested time. Having another individual or business list their name and/or address for the purpose of receiving the resident license rate is prohibited.
4. **Fees:** In addition to the space license fee, applicable fees for reservation and license of the facility include, but not limited to, equipment license, staffing, set up and break down, professional cleaning, security personnel, and damage security deposits.
5. **Application:** The licensee is required to submit a facility use application and submit to the Recreation Assistant completed in its entirety. This application should provide details on the requested space, day, time, and use. Depending on the use additional forms or documentation may be required.
6. **Facility Use Permit:** The Recreation Assistant will issue a facility use permit following payment in full. The licensee is only permitted to use the space identified on the permit for the designated date and time on the permit.
7. **Application Fee:** There will be a standard, \$25 application fee charged for all applications that are submitted for reoccurring or banquet licenses. The application fee is due when the application is submitted. The application fee can be paid via cash or check at the Zebulon Community Center, or by card via the applicants RecDesk account. The application fee is non-refundable.
8. **Reoccurring Licenses:** Licenses that are expected to be ongoing must have all dates listed on the application. The application will only be valid for the dates listed on the initial application. An updated application must be submitted annually.
9. **Quotes:** After submission of the license application, the Recreation Assistant will review the document and complete a license quote with the information. The Recreation Assistant will email

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the quote to the applicate with a link to the invoice. If the applicate approves the quote, they must follow the applicable payment deadlines. The invoice and quote will expire in 2 business days. The requested license date is not confirmed until the applicable payment has been made.

- 10. Setup/Breakdown:** All license requests that involve the gym space for non-athletic events will be subject to a 2-hour breakdown charge. A longer breakdown time may be requested if the user anticipates that their breakdown cannot be accomplished within the initial 2 - hour period
- 11. Capacities:** Licensee will comply with maximum building and room capacities as set forth by the Town of Zebulon and will also adhere to the number of attendees in which Licensee states in the License Inquiry Packet.
- 12. Law and Regulation:** Licensee will comply with all laws, ordinances (including Town of Zebulon Noise Ordinance), and regulations adopted or established by federal, state, county, or Town of Zebulon and require that all its attendees comply with same. Licensee will comply with all facility rules and regulations and will require that all its attendees comply with the same. Licensee is solely responsible for the behavior and compliance of its guests and vendors during the event. Failure to comply with applicable laws and rules shall be grounds for immediate expulsion from the Community Center and termination of the license. In such event, Licensee shall not be entitled to any refund.
- 13. Accidents:** The Town of Zebulon or its agents will not be responsible for any accidents or personal injuries that occur during the leasing period. Licensee is responsible for the actions of the participants in their group and/or event.
- 14. Forgotten Items:** The Town of Zebulon will not be responsible for any stolen or left behind goods.
- 15. Repairs:** Licensee is responsible for the cost of any professional repairs or replacement of any damages to the facility or equipment caused during the license.
- 16. Security:** The Town of Zebulon reserves the right to require Licensee to provide security for its event. In such cases, Licensee will be required to hire off-duty officers of the Zebulon Police Department at their designated rate. Officers must be scheduled with the Zebulon Police Department. For more information about how to schedule an off-duty officer please contact the Zebulon Police Department at 919-823-1818. If a Zebulon Police Officer is not available, the Licensee may hire a “sworn officer” approved by the Town of Zebulon. Proof of hire must be submitted two weeks prior to the event.
- 17. Chaperones:** The Town of Zebulon reserves the right to require chaperones for events with minors. Chaperone/Child ratio will be determined based on the event.
- 18. Insurance:** The Town of Zebulon reserves the right to require Licensee to provide insurance for its events including insurance covering the Town of Zebulon, the facility, and the persons in attendance. Licensee or permitted caterer will provide a public liability insurance policy in at least the amount of \$1,000,000 and up to the amount of \$5,000,000 depending on the license, per claim naming the Town of Zebulon and Licensee as insured parties and covering claims for injuries, deaths, and/or property damage arising out of the use of premises by Licensee. Proof of this liability insurance coverage must be provided to the Recreation Assistant no later than three weeks prior to the event, and if not, the Town may cancel this agreement, and Licensee shall forfeit all rights to refund any monies paid.
- 19. Food Trucks, Vendors, Catering & Concessions:** The Town of Zebulon must approve all food trucks, vendors, caterers, and concession vendors. Each vendor/company must complete the Vendor/Concession/Admission/Catering Fee Permit form. One form will be required for each vendor/company. The form must be submitted at least two weeks prior to the license date.
- 20. Decorations:** The Town of Zebulon must approve all decorations for the event. All decorations provided by Licensee shall be free standing and removed by Licensee. Nothing is to be attached to

the walls, doors, ceilings, windows, or equipment in the Zebulon Community Center. Nails, screws, staples, penetrating items, tape or other gummed back materials are prohibited.

- 21. Signage:** Licensee will not post nor be allowed to post cards, or posters on a display unless approved by the Town of Zebulon. All materials are subject to approval by representatives of the Town of Zebulon. Licensee will not cover or block from view any permanent signage installed as part of the Zebulon Community Center. All unapproved signs shall be removed and destroyed by the Town of Zebulon. Licensee waives any claims to recover unapproved signs.
- 22. Floor Plan:** All banquet and assembly licenses will be required to submit a proposed floor plan for approval. This floor plan must include the location of tables, chairs, and other equipment Licensee shall be solely responsible for rearranging and moving furniture and equipment and shall be solely responsible for returning furniture and equipment, to its original locations. Hallways and doorways must be kept clear of obstructions. Members of an audience, spectators, or guests must never stand or sit so they block exits or aisles. Tables & chairs are prohibited in halls and lobby areas. All the exits must remain easily accessible and cannot be blocked. The floor plan must be submitted at least 3 weeks prior to the license date. Parks and Recreation Staff may seek approval from the Fire Department, Planning, Special Events Committee, and other Town Staff.
- 23. Classroom A:** Classroom A has a lounge floor plan, the furniture in the classroom must remain in that classroom. The Licensee may arrange the room in a different layout for the license. Additional tables and chairs can be added to the room. At the conclusion of the license, the tables and chairs, and all other items must be arranged to match the displayed diagram on the wall and all chairs or tables that were brought into the room must be removed and returned to their proper location. The Licensee must request setup and breakdown times on the initial application.
- 24. Classroom C:** The tables, stools, and other equipment located in Classroom C must always remain in that room. Licensee shall not remove any of the tables, stools, or other equipment from that room. The Licensee may arrange the tables in a different layout for the license. At the conclusion of the license, the tables and stools must be arranged to match the diagram displayed on the wall. The Licensee must request setup and breakdown times on the initial application.
- 25. Animals:** Licensee shall not bring or permit to bring any animals, including performers and pets, in the Zebulon Community Center. Exception: animals trained as assistance for handicapped persons. In extenuating circumstances, the Town of Zebulon will consider allowing animals on a case-by-case basis. For such consideration, the Licensee should make this request in writing at the time of application.
- 26. Floor Protection:** To preserve and protect the floors in the Zebulon Community Center, the Town of Zebulon has the right to require that a floor covering be utilized by Licensee. For dancing and clogging, the Town of Zebulon has the right to require Licensee provide and utilize a portable wooden dance floor.
- 27. Flames & Candles:** No flames of any kind are permitted in the Community Center. Only battery powered candles are permitted.
- 28. Staffing Fee:** Reservations for events that take place outside of normal operating hours will be charged an after-hours staffing fee (see fee schedule). At least one Town staff member is required to be present at all events conducted in the Zebulon Community Center. Two staff members will be required for any event that includes over 100 expected attendees. Additional staff required during regular business hours will be at the expense of the licensee.
- 29. Technical Equipment:** Technical equipment installed in the Zebulon Community Center, to include all audio and video components, can only be operated by trained Town of Zebulon staff. The technical equipment is available for gym licenses for an additional cost (located in the fee schedule).

- 30. Time Restriction:** Licensee's event shall end no later than 11:00pm, not to include clean up time. A later ending time than 11:00pm must be requested, in writing with submission of the license application. The Parks and Recreation Director will review the request and decide at least 2 weeks prior to the license date. Licensee will be notified of the decision.
- 31. Hours Requested:** Licensee's reservation is for the hours specified on Licensee's reservation application that has been approved by the Town of Zebulon. Please make sure that you request enough time for set up and clean up. Cleanup after an event must be completed prior to the time of conclusion noted on the application. Failure to complete cleanup properly or conclude the license as scheduled will result in additional fees being charged in 30-minute increments. These charges could be withheld from an applicable security deposit and/or charged.
- 32. Payment Deadlines:** Usage that require additional staff coverage will be required to submit the Application and half of the total at least 45 days prior to the requested license date. The remaining half is due 30 days prior to the usage. Usages that require afterhours staff will be required to submit a completed application and payment, in full, including the required security deposit, if applicable, should be submitted at least 30 calendar days prior to the date requested. Usage requests that do not require additional staffing and take place during regular business hours, require the application and payment in full, at least two weeks prior to the requested usage date. The Town will invoice the Licensee. Should payment not be received, the date and location will not be held.
- 33. Security Deposit:** A refundable security deposit equivalent to half of the license rate may be required for any usage. Assuming there is no damage to the building or equipment and all rules and policies have been appropriately followed, the security deposit will be refunded within two weeks after the license. For usages quoted over \$500, a security deposit will automatically be required.
- 34. Smoking:** The Zebulon Community Center is a no smoking facility. Smoking is not allowed inside the building. A designated smoking area is provided on the south side of the building. No smoking is permitted on the premises of the Community Center outside of the smoking area.
- 35. Alcohol Events:** Alcoholic beverages are not allowed in the Zebulon Community Center unless the approved application includes the signing of the "Reservation and License Supplement Policy for Events That Include Alcohol."
- 36. Safety:** Licensee agrees, that at all times the event and all activities will be conducted in a manner to protect public safety. All portions of sidewalks, entries, doors, passages, halls, corridors, and all ways of access to public utilities of the premises shall be kept unobstructed by Licensee and shall not be used for any purpose except for ingress or egress to and from the premises of Licensee. Licensee agrees to not bring onto the premises any material, substance, equipment, or object which is likely to constitute a hazard to the property thereon. The Town of Zebulon shall have the right to refuse any such material, substances, equipment, or object, as well as the right to require its removal. Failure by licensee to comply with all safety requirements may result in cancellation of the license.
- 37. Copyright Material:** Licensee assumes all costs, liabilities, and claims arising from the use of patented, trademarked, franchised, or copyright music, movies, devices, processes, or dramatic rights used on or incorporated in the event. The Town may require proof of authorized uses of copyright material.
- 38. Cancellations Initiated by the Town:** The Town of Zebulon reserves the right to make cancellations to any reservation at any time as it relates to health, safety, and welfare. Cancellation notices will be issued as far in advance as possible. All license fees and deposits will be returned in full if the cancellation is initiated by the Town of Zebulon. The Town of Zebulon will not be liable for any other costs incurred by Licensee due to cancellations made by the Town of Zebulon.

- 39. Cancellations Initiated by Licensee:** The Zebulon Parks and Recreation Refund Policy will provide information regarding cancellations and refunds.
- 40. Admission & Money Collection:** An admission fee, as identified in the Fee Schedule, may be applied for licenses collecting admissions. For events in which admission is charged, items are sold, contributions are made, or money is paid for any reason, a fee, listed in the current fee schedule, will be applied to the license balance. The Town of Zebulon reserves the right to make exceptions for non-profit groups or organizations that directly benefit the Zebulon community. Non-Profit requests must be submitted in writing with submission of application.
- 41. Refused License:** The Town of Zebulon reserves the right to refuse license to any person or group for any event that, at the sole discretion of the Town, is deemed to potentially impair the health, welfare, and/or public safety of citizens or the efficient operation of the Zebulon Community Center.
- 42. Political Events:** No special pricing accommodation will be provided for political events without direction from the Town of Zebulon Board of Commissioners.
- 43. Cleaning:** Licensee must ensure that the facility is left in a manner that is consistent with the way it was upon their arrival. Licensee is expected to make sure all trash, paper, cups, food, bottles, etc. is placed in the provided and appropriate containers. All tables and chairs that are provided by the Parks and Recreation Department should be wiped down and cleaned, along with the warming kitchen if utilized. Licensee is prohibited from bringing in his or her own tables, chairs, stage, or any type of equipment without prior approval from the Recreation Assistant. Licensee is responsible for set-up and take down of tables chairs and other equipment. Table and chair carts are to be used when provided. Please do not drag equipment across floors. Rooms shall be returned to their original configuration at the end of use. A cleaning fee will be issued for events that predict over 130 (see fee schedule), events that include serving food, and/or events that include serving alcohol. This cleaning fee is to cover professional cleaning, to include sweeping and mopping of floors, cleaning of all restrooms including toilets and sinks, as well as restocking of supplies.
- 44. Final Walkthrough:** At the conclusion of the license, Licensee will be expected to complete a final walk-through of the leased facility with the Town staff to ensure that the facility is clean and free of damage, and that all provided equipment is accounted for, clean, and damage free. Licensee understands that they will be held financially responsible for any damages to the facility that may occur during the event and are always responsible for their guests' behavior. The Town of Zebulon endeavors to provide and maintain a family atmosphere and facility. The Town of Zebulon expects each user group to treat the Zebulon Community Center with care and respect.
- 45. Altering Policy:** The Town of Zebulon reserves the right to alter these policies if necessary or it is in the best interest of the Town of Zebulon.
- 46. Storage:** Zebulon Parks and Recreation Department does not permit any on-site storage unless authorized by Town Staff, Recreation Manager or Parks and Recreation Director. Such authorization should be rare and consistent with the town's strategic plan Town of Zebulon Staff are not responsible for lost, damaged, or stolen property.
- 47. Permits:** The Town of Zebulon reserves the right to require additional permits such as, but not limited to, movie permit, noise permit, event permit, health permit, sellers permit, etc.

Liability Waiver (Zebulon Community Center License)

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The undersigned Licensee certifies that it has read the above license policies and understands that it is responsible for Licensee and its guests adhering to the policies at the event for which Licensee has reserved and licensed the facility. Licensee agrees to defend, indemnify and save harmless the Town of Zebulon, its agents, officers, employees, contractors, and volunteers, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature in connection with Licensee's license and use of the facilities, including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnitees as a direct or indirect consequence of injury, sickness, or disease, including death, to persons; injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action whatsoever, arising out of, resulting from, or which would not have occurred or existed but for Licensee's (and its employees', contractors', agents', officers', and guests') use of the facility. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs and expenses caused, or alleged, to have been caused by any negligence or any other act or omission of Licensee or Licensee's employees, contractors, agents, officers or guests.

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IF LICENSEE IS AN INDIVIDUAL:

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Signature: _____

Print Name: _____

Date: _____

IF LICENSEE IS AN ENTITY:

(Print Entity Name) _____

By: _____
(Signature of authorized person)

Name: _____
(Print name of authorized person)

Title: _____
(Print capacity of authorized person (President, Vice President, etc.))