



City of Roxboro

Merritt Commons Rental Agreement

The City of Roxboro recognizes the value of having an appropriate facility to serve the citizens of Roxboro and Person County. To achieve this objective, it shall be the policy of the City of Roxboro to grant and encourage maximum use of the Main Street Pavilion to responsible and properly organized agencies, institutions, individuals, and organizations for cultural, educational, recreational, and civic purposes. Merritt Commons shall be made available subject to such rules and regulations as established by the City of Roxboro. Administration of the facility is the responsibility of the Roxboro Police Department, or his/her designated representative.

The User(s) shall indemnify, protect, and save harmless the City of Roxboro from and against any claim for injury, damage, cost, or loss to person or property arising out of or related to the use of the Pavilion.

1. The User(s) must be 21 years of age or older.
2. Whenever the property is in use, the User(s) or a representative of the organization must be present at all times and see that all regulations are followed.
3. Applications for the use of the Main Street Pavilion must be made to the *Roxboro Police Department (336-599-8345)* and appropriate forms must be signed by the proper officer of the organization or individual who thereby assumes full responsibility for any damage to the property resulting from such use by other organizations, groups, or individuals. Permission must be granted as above before the property can be used or reserved. All scheduling changes and any other matters or questions pertaining to the use of the Main Street Pavilion must be directed to the *Roxboro Police Department* by the User whose name appears on the application as the contact person. If that person is not available, one other designee may be used. Individuals may sign for use of the facility for a private non-profit function. (**Note to users:** *Please inform members of your organization to bring questions and concerns to the contact person or their designee to eliminate confusion about scheduling and other matters*).
4. Use of the facility may not in any way violate civil rights or the laws of the State of North Carolina.
5. The deposit charge fixed by the City of Roxboro for the use of the Main Street Pavilion and any associated fees, if applicable, must be paid at least ten (10) days before the first date of use in order for a date and time to be reserved. If a date is reserved and the User(s) does not appear at the facility, any rental fees for the unused time shall be retained by the City of Roxboro. The

User(s) shall not stay later than the scheduled time unless granted permission by the *Roxboro Police Department*.

6. Seating capacity and use of the City Parking Lot (festival style/lawn seating) is subject to regulation by the Roxboro Fire Department and approval by the Chief of the Roxboro Police Department and Roxboro City Council.
7. Any alterations to electrical, structural, or other building features are prohibited.
8. No open flame device shall be used without written permission from the Roxboro Fire Department.
9. Special Event insurance will be required for concert venues. The City of Roxboro will be listed as additional insured on the policy.
10. The User shall be responsible for cleaning of the premises (entrances, parking areas, and surrounding areas) so as to place them in their original condition. This includes all trash receptacles to be emptied, all items not property of the Main Street Pavilion are to be removed, all food and drink areas are to be cleaned, and stage is to be completely cleared.
11. No stakes, poles, or other object may be driven into the grounds of the facility.
12. No automobiles, or equipment of similar weight, shall be driven or placed on the grassy lawn.
13. Flammable liquids of all descriptions shall be prohibited in all areas of Merritt Commons and the Main Street Pavilion.
14. Non-Merritt Commons properties shall immediately be removed following any facility usage. Any property left upon the premises by the User(s) shall, after a period of ten (10) days from the last day of tenancy hereunder be deemed abandoned and become the property of the City of Roxboro to be disposed of or used at the City's discretion.
15. User(s) will pay for damages beyond normal wear immediately. Failure to do so will result in the loss of user privileges. Damages will be deducted from the security deposit. User(s) will pay cost above the security deposit.
16. The City of Roxboro has the right to make repairs and bring contractors in without prior notice to User(s). Cost of these repairs will be borne by the User.

17. The User(s) will not cause or permit any nails or other things to be driven into any portion of the building, nor any signs to be affixed to any part of the building, except in designated areas, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the Pavilion or the furnishing thereof.
18. Use or possession of alcohol shall be governed by City of Roxboro ordinances.
19. Security personnel may be required by the City of Roxboro depending upon the nature of the event. All charges for security shall be borne by the User(s). The Chief of the Roxboro Police Department will have final say regarding security needs.
20. The User(s) agrees to make provisions for the safety of those who attend a performance or entertainment by providing sheriff deputies/police officers as appropriate, and by receiving approval from the Roxboro Police Department prior to a performance or entertainment and to pay such officers for their services.
21. The User(s) will be required to work with surrounding businesses. If there is a funeral or visitation at Roxboro Baptist Church during the planned event, music will be prohibited until the funeral or visitation is over.
22. The User(s) will contact Roxboro Baptist Church (336-599-9248) to coordinate scheduling. Failure to coordinate with Roxboro Baptist may result in cancellation of the event by the Roxboro Police Department and/or the Planning & Development Director.
23. If the event requires closing a street, it must be approved and coordinated with the City of Roxboro through the *Roxboro Police Department* under authorization of the City's Special Event Permit ordinance.
24. **THERE ARE NO PUBLIC RESTROOM FACILITIES AVAILABLE AT MERRITT COMMONS.** The User(s) is responsible for providing adequate amounts of restroom facilities/ ADA restroom facilities (Portable Toilets) for each event. The amount of wastewater facilities is to be advised by the Person County Environmental Health Department per number of people projected to attend each event.
25. The User(s) shall not assign or sublet the space or rights covered by this agreement.
26. All advertising and promotion are the responsibility of the organization using the facility.

27. The City of Roxboro hereby reserves the right to control and manage the facility through the Roxboro Police Department and Planning & Development Department and to enforce all necessary and proper rules for management and operation of the same.

28. **ALL MATTERS NOT AUTHORIZED EXPRESSLY BY THE TERMS OF THIS CONTRACT SHALL BE RESERVED TO THE DISCRETION OF THE ROXBORO POLICE DEPARTMENT.**

29. **SECURITY DEPOSIT:** The security deposit for use of the Main Street Pavilion is \$100. Checks should be made out to the City of Roxboro. Security deposits are refundable upon satisfactory compliance with these rules and the applicable agreement.

30. **FEES:** The Main Street Pavilion facility shall be provided **FREE OF CHARGE** to all organizations, individuals, and agencies not engaged in for-profit activities. The fee for profit-making individuals, organizations, and agencies shall be \$50 per hour.

-----Application attached-----



City of Roxboro

Merritt Commons Rental Agreement

I. Applicant Information:

Organization: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Daytime Phone Number: _____ Cell Number: _____ Email: _____

Primary Contact: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Daytime Phone Number: _____ Cell Number: _____ Email: _____

II. General Event information:

Please provide the common name by which the event is to be known.

Please provide a brief description of the purpose of the proposed event:

Please indicate the following:

- a. Proposed Event Date(s): _____
- b. Proposed Time Period(s): _____
- c. Approximate Number of People to Attend the Event : _____

Please provide a general description of the activities planned during the event.

Is this usage a FOR PROFIT or NOT FOR PROFIT activity (circle one)?

Security Deposit \$100.00

Total Fees (for-profit multiply number of hours by \$50) _____

III. Usage Agreement:

THIS AGREEMENT IS BETWEEN THE City of Roxboro AND _____
ON THE DATES AND TIMES INDICATED ON THIS FORM.

Make all checks payable to the City of Roxboro and remit to the Roxboro Police Department (109 S. Lamar Street Roxboro NC 27573).

It is agreed that the rules governing the use of the Merritt Commons property, County of Person, North Carolina, a copy of which has been received by the User and is an integral part of this agreement and is incorporated herein.

I/We release, absolve and agree to hold harmless and indemnify the City of Roxboro, their staff, sponsors and representatives from and against any and all liability, and from and against any claims, demands, costs or expenses, or causes of actions arising out of or in connection with the use of the facility.

WE THE UNDERSIGNED, HAVE READ AND FULLY UNDERSTAND THIS CONTRACT AND WILL ASSUME THE AFOREMENTIONED RESPONSIBILITIES.

This agreement is entered into this _____ day of _____, _____. In keeping with our good faith, I hereby submit a check in the amount of \$_____ to the City of Roxboro.

Signature/Date (User)

Signature/Date (Roxboro Police Department)