



## City of Roxboro

# Roxboro Savings Centennial Park Rental Agreement

---

The City of Roxboro recognizes the value of having facilities to serve the citizens of Roxboro and Person County. To achieve this objective, it shall be the policy of the City of Roxboro to allow use of the Main Street Open Space, herein the Roxboro Savings Centennial Park, to responsible and properly organized agencies, institutions, individuals, and organizations for cultural, educational, recreational, and civic purposes, as appropriate. The Roxboro Savings Centennial Park is a public space intended for day-to-day pedestrian access and seating. Anyone wanting to use the Roxboro Savings Centennial Park for anything other than its designated purpose, for any length of time, must obtain approval from the City of Roxboro, subject to such rules and regulations as established by the City of Roxboro. Administration of the site 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 Roxboro Savings Centennial Park.

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 Roxboro Savings Centennial Park must be made to the Roxboro Police Department (336-599-8345), a minimum of (10) business days in advanced of the planned event 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.
4. Submission of an application for the use of the Roxboro Savings Centennial Park as part of an amendment/addition to a Special Event Permit approved by City Council, changes the scope of the original Special Event Permit, and may require a public hearing and approval by City Council for additional approval. In such cases, applicable City Ordinances, policies, and procedures apply.
5. All scheduling changes and any other matters or questions pertaining to the use of the Roxboro Savings Centennial Park 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).*

6. Use of the facility may not in any way violate civil rights or the laws of the State of North Carolina.
7. Access to and uses throughout the Space must meet ADA compliance and regulations and can not block any of the designated walkway path during an event.
8. The deposit charge fixed by the City of Roxboro for the use of the Roxboro Savings Centennial Park 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.
9. Any alterations to electrical, structural, or other features are prohibited.
10. No open flame device shall be used without written permission from the Roxboro Fire Department.
11. Special Event insurance will be required for any use of the space. The City of Roxboro will be listed as additional insured on the policy.
12. The User shall be responsible for cleaning of the premises, so as to place them in their original condition. This includes all trash receptacles to be emptied and all items not property of the City of Roxboro are to be removed.
13. No stakes, poles, or other object may be driven into the grounds of the facility.
14. No automobiles, or equipment of similar weight, shall be driven into or placed on the grounds.
15. Flammable liquids of all descriptions shall be prohibited in all areas.
16. Non-City 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.
17. 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.
18. 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.
19. 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 Space or the furnishing thereof.

20. Use or possession of alcohol shall be governed by City of Roxboro ordinances.
21. 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.
22. 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.
23. The User(s) will be required to work with surrounding businesses, as necessary.
24. 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.
25. **THERE ARE NO PUBLIC RESTROOM FACILITIES AVAILABLE.** 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.
26. The User(s) shall not assign or sublet the Roxboro Savings Centennial Park or rights covered by this agreement.
27. All advertising and promotion are the responsibility of the organization using the facility.
28. The City of Roxboro hereby reserves the right to control and manage the facility through the Roxboro Police Department and to enforce all necessary and proper rules for management and operation of the same.
29. **ALL MATTERS NOT AUTHORIZED EXPRESSLY BY THE TERMS OF THIS CONTRACT SHALL BE RESERVED TO THE DISCRETION OF THE ROXBORO POLICE DEPARTMENT.**
30. **SECURITY DEPOSIT:** The security deposit for use of the Main Street Open Space is \$100. Security deposits are refundable upon satisfactory compliance with these rules and the applicable agreement.
31. **FEES:** The Roxboro Savings Centennial Park 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.



# City of Roxboro Main Street Open Space 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.

It is agreed that the rules governing the use of the Main Street Open Space 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)