



## **General Rental Policy**

Updated: April 2021

In Consideration of the rental fees and of the covenants, promises and agreements set forth below, the County of Davie, Recreation and Parks (DCRP) upon approval may let and lease unto the renter, the facility/(ies), property, and/or equipment of the Davie County Community Park located at 151 Southwood Drive, Mocksville, North Carolina 27028 and/or Brock Recreation Center located at 644 North Main Street, Mocksville, North Carolina 27028 under the terms provided below:

### **Rental Process**

- Any individual or group representative must be at least 21 years of age to reserve the use of a facility.
- Rentals must be reserved and paid in full at least 14 days prior to event. No changes can be made to rental agreement after 14 days prior to event.
- Renter shall pay DCRP a rental fee for the use of the facility/property, and/or equipment. A deposit amount of 30% (total rental cost including damage deposit) is due to reserve your rental date and time. This deposit amount is a non-refundable portion of the rental fee in case of cancellation.
- If your event is cancelled, an email or letter must be submitted to [RecTeam@daviecountync.gov](mailto:RecTeam@daviecountync.gov). If an event cancellation is made 14 days or more prior to rental date, renter is eligible to receive a refund minus 30% deposit. If an event cancellation is made 13 days or less prior to rental date, renter is not eligible for a refund.
- All rental activities must cease at 10:00 p.m.
- Additional rental information will be provided based on your rental type.
- DCRP staff has the right to refuse the facility rental agreement for any just cause.
- Renter must be present for the duration of the reserved rental time.

### **Damage Deposit**

- Renter accepts full financial responsibility for any damages to the facility, grounds, premises, or its equipment caused by the renter's employees, assistants, audience or guests.
- The refundable damage deposit is applied toward repairing, replacing any damage to the facility, property, and/or equipment damaged/stolen by the renter or their guests. The refundable damage deposit will be forfeited if any facility/property is not left clean and in order following the use. Extensive clean up that is required by DCRP Staff including but not limited to: floor scrubbing and trash cleaning shall result in forfeiture of the refundable damage deposit and possible additional fees charged back to the renter. Any unused portion of the refundable damage deposit shall be refunded to the renter no later than 30 days after the date of use.
- If the renter exceeds reserved rental time frame identified in the rental agreement, you are not eligible for your damage deposit refund.
- DCRP shall not be held liable or responsible to the renter for any damages/lost items that may occur during the rental period.

### **Set Up (Tables/Chairs)**

- Tables and chairs are provide upon request at no cost, if available. Any other tables, chairs or equipment brought in by the renter must be protected by carpet, padding or tennis felt for the protection of any indoor facility flooring.
- If renter has requested and paid for DCRP Staff to set-up tables and/or chairs, a detailed drawing of the set up must to be provide no later than 14 days prior to rental date.
- Affixing of any material to the walls, floors, ceilings, windows or light fixtures is prohibited with the exception of using scotch tape. Confetti, glitter and/or any similar decorations are prohibited.
- All decorations must be removed at the end of the event with no trace. All trash from event must be properly disposed of in the dumpster located outdoors on the park premises.

### **Compliance**

- Renter shall use and occupy the facility, property and premises in a safe and careful manner and shall comply with all applicable county, municipal, state, and federal laws, and with all rules and regulations prescribed by the fire and police departments and other governmental authorities, which may be in full force and effect during the rental. In the event that the renter violates any rules or regulations, this facility rental contract will automatically terminate and the renter shall leave the facility and premises immediately.
- Weapons, Explosives, Smoking of any kind, Illegal drugs and alcoholic beverages are prohibited inside the facility and outside premises (including the parking lot).
- No open flames are allowed at park property. All candles must have globes covering the flame. Floating water candles are permitted.
- Renter must be confined to the reserved facility for the event activity and people attending. All other areas of said facility will be deemed off limits.
- Renter or any of its representatives, associates, or subcontractors shall not drive or park a vehicle or trailer on the stadium track or in/on any grassed area of the park property without permission from DCRP.

### **Inclement Weather Policy**

- Rental Cancellations due to inclement weather and unsafe conditions are eligible to receive a refund in the form of a credit to the customers ActiveNet account. This credit can be used for any program, event, rental, etc. provided by DCRP.
- The Renter must let the DCRP Team know at least 24 hours in advance if the rental is cancelled due to inclement weather.
- DCRP has the right to deny a refund in the form of a credit if they believe the rental cancellation is not directly due to inclement weather that can pose a health or safety concern for rental reservations.

I hereby understand and agree that I am submitting an online reservation form. I agree that all information provided in this online reservation is complete and accurate to the best of my knowledge. I agree to indemnify and hold the County of Davie and DCRP harmless for any claim(s) of injury or illness to person(s) or property (including travel to and from County premises), arising out of or in connection with the use of the facility by the renter. This agreement to hold the County without blame shall include reimbursement to the County for all

reasonable costs arising out of the above stated claim(s). Furthermore, I acknowledge that Davie County Recreation and Parks and the County of Davie cannot hinder my/my guest from being exposed to any communicable disease, virus, or bacterial infection as a result of my/my guest participation in any such rental activity and Davie County cannot insure the facilities are free and clear of any such germs. Therefore, I hereby discharge and release Davie County, the Recreation and Parks Department and any and all employees of the agents thereof of all claims of any kind or nature whatsoever arising out of the actions of the above said employees or agents or arising out of any illness my/my guest might contract as a result of his/her participation in any rental activities of the Davie County Recreation and Parks facilities to the extent allowed by law. I understand, acknowledge and consent that my photograph, likeness or image may be displayed for advertising purposes without further compensation or notice. I understand, acknowledge and agree to the refund policy and non-sufficient fund (NSF) policy established by Davie County Recreation and Parks. A copy of these policies may be obtained our administrative offices or online at [www.daviecountync.gov/DCRP](http://www.daviecountync.gov/DCRP).

