



ROTARY CENTENNIAL PAVILION Rental Agreement

FEE SCHEDULE

Includes: pavilion & plaza area, -----

Government/Non-Profit/City Resident Rate	\$100.00 per day
Non-profit organizations as defined by the IRS	
Commercial/Non-City Resident Rate	\$200.00 per day

If any area of the adjacent parking lots are to be closed in order to accommodate the utilization of the pavilion, an event permit will be required. Event permit fee is \$30.00.

If amplified sound will be utilized, a noise permit will be required at a fee of \$5.00.

Portable restroom facilities are the responsibility (required) of the user.

GENERAL POLICY

The City of Gastonia shall maintain a liability insurance policy to cover rental events and employees.

All federal and state laws and city ordinances are to be observed.

Users of the facility will not be discriminated against because of sex, race, religion or nationality.

Decisions to grant use of the Rotary Pavilion will be made in accordance with the following prioritized ranking of users and user groups:

1. City of Gastonia Programs and uses
2. Programs sponsored by City-affiliated non-profit organizations
3. Programs sponsored by the Rotary Clubs of the City of Gastonia and the Gastonia Downtown Development Corporation (GDCC)

4. All other functions scheduled on a first come first served basis.

The renter must pay the rental fee to hold the event date. Fees are not refundable for cancellations made prior to the event. Fees are not refundable due to inclement weather, a rain date may be scheduled as available, if desired, within 30 days of cancellation.

The Pavilion's intended use is as an entertainment venue for the community, such as, theatrical performances, cultural events, musicals, and concerts. Any City of Gastonia, City affiliated non-profit, GDDC and Gastonia Rotary Club(s) events will be given scheduling priority.

Procedures and fees are subject to annual review.

User generated publicity about an event shall be approved by the Rental Coordinator.

It is the responsibility of the user to check with staff about building and site condition and final arrangements before leaving the premises.

All security must be provided by pre-approved, off-duty city or county law enforcement and will be the responsibility of the renter.

SMOKING IS NOT ALLOWED ANYWHERE ON THE PAVILION.

Prices subject to change without notice

The Rotary Centennial Pavilion is owned and operated by City of Gastonia. This is an Equal Opportunity facility. Federal law prohibits discrimination. To file a complaint of discrimination, write: USDA Director of Civil Rights, Room 326-W, Whitten Building, 14th & Independence Avenue, SW, Washington, DC 20250-9410.

Any events having in excess of 50 people present, or where alcohol is served, must provide proof of Homeowners Liability Insurance or Special Events Insurance. Proof of insurance must be provided at contract signing or a minimum of 30 days prior to leasing the facility.

An off-duty officer, with jurisdiction in the City of Gastonia, must be present anytime alcohol is served. The renter will be responsible for obtaining the services of the off-duty officer.

We reserve the right to inquire about the nature of the function and to refuse inappropriate activities and usage.

Renter's Initials _____

ALCOHOLIC BEVERAGES

The following rules and information govern sales and/or consumption of alcoholic beverages at Rotary Centennial Pavilion.

A written permit issued by the City Manager or his duly authorized representative is required whenever alcohol is served. Applicants must demonstrate proof of proper insurance, as required by City of Gastonia, and make adequate provision for traffic control and public safety. The City Manager or his representative may place such additional restrictions on the event as he deems reasonably necessary to insure public safety and convenience. Application forms for such permits are available in the office of the City Manager, and must be filed at least fourteen (14) days prior to the opening day of the event. The applicant is responsible for any fees associated with obtaining the permit.

The City of Gastonia reserves the right to deny sales or consumption of alcoholic beverages at Rotary Centennial Pavilion.

A special event permit must be obtained by the user from the North Carolina Alcoholic Beverage Commission. Users should plan on a few weeks to obtain this permit. All North Carolina laws and rules must be observed.

All non-profit organizations must have a one-time special event permit to sell any type of alcoholic beverage at an event.

No ABC permit is necessary to serve beer, wine or champagne, if it is not sold. A permit is required however, if liquor is served. Class reunions and other similar activities are required to have a one-time special event permit, for beer, wine, or champagne. This is assuming a fee has been charged in advance to participate in any of the reunion-related activities. Consequently, even though the beverages are not "sold" at the event, they are considered as such by the State of NC ABC Commission, since the participants have paid a fee to attend, which might cover facility rental, food/beverage, and/or entertainment.

Contact state ABC office in Raleigh, 919-779-0700, ext. 251, to obtain application form. The form takes approximately two weeks to receive or contact Gordon Cobb at 704.866.6874 of the Gastonia Police Department for information about permits.

A copy of the permit must be provided to the City of Gastonia a minimum of 24 hours before the event, or you will not be allowed to serve any alcohol.

Alcohol must be removed from the premises immediately after the event.

Disruptive behavior will not be tolerated. The City of Gastonia reserves the right to close the event and/or call City Police.

Renter's Initials _____

RENTER RESPONSIBILITIES

A contract must be signed by a legally responsible party who must be at least 21 years of age.

The user is responsible for all guests, caterers, vendors and service providers associated with the event and shall abide by the rules set by the City of Gastonia. Any damage to the site or building is the liability of the renter and may result in denied use of the facility in the future as well as additional charges.

All plans and arrangements are to be reviewed with and approved by the City of Gastonia.

If your event has vendors, vendors must comply with all vendor rules and regulations.

DO NOT TAPE, STAPLE, NAIL or ATTACH IN ANY OTHER WAY item(s) to the Pavilion structure. The Pavilion took lots of money, time, and effort to build, so please, treat it with the respect it deserves!

Banners, signs and other such items **MAY NOT BE TAPED, NAILED, STAPLED, OR ATTACHED IN ANY OTHER WAY** to the Pavilion. If you need to have your banner/sign displayed inside or outside, arrange to have freestanding poles to attach it to.

Do not affix tape or other similar substance to any surface in the Pavilion.
Any items tied to the benches in the plaza (balloons, etc.), must be removed at the end of the event.

If you would like to use candles inside the Pavilion, they MUST BE COVERED WITH A GLASS HURRICANE GLOBE THAT IS TALLER THAN THE CANDLE.

Renter's Initials _____



OFFICE USE ONLY

Date Received _____
Time _____
Amount Paid _____
Check No. _____
Complete Y/N _____
Contract Number _____
Cert. of Insurance Y/N _____
Notes:

**Rotary Centennial Pavilion
Reservation Form**

Name _____

Business/Organization (if applicable) _____

Address _____

Telephone (day) _____ (night) _____

Date of Function _____

Type of Function _____

Number of Guests Anticipated _____

Beginning Time _____ Ending time _____

Event Permit (\$30.00, if needed) \$ _____

Noise Permit (\$5.00, if needed) \$ _____

Additional \$ _____

Total of rental \$ _____

Balance due (to be paid at time of application) \$ _____

Any alcohol served:

_____ beer/wine/champagne (permit required)

_____ mixed drinks (permit required)

Caterer/Vendor(s) (if known) _____

Security (if known) _____

Signature of Responsible Party (required) _____

Hold Harmless Agreement

I, _____, do hereby agree to indemnify and hold harmless the City of Gastonia and their respective officers, agents members and employees of any sponsoring organization, underwriters, individually or collectively, from all fines, penalties, liabilities, losses, claims, damages and expenses, including court costs and attorney's fees, incurred or suffered as a result of or relating to my participation in any pre-criterium event.

Signature

Date

Printed Name



ROTARY CENTENNIAL PAVILION Vendor Rules & Regulations

VENDOR DUTIES AT ROTARY PAVILION

1. It is the responsibility of the vendor to contact the City of Gastonia at least two weeks prior to the event to set up an arrival time. When you arrive a representative of the event must meet you and make sure you are setting up in the correct location!
2. Vendor set-up time and location as determined by the event organizer and City of Gastonia.
3. Please know that we do reserve the right to ask any vendor to stop selling an item at any time.
4. Vendors cannot sell or bring alcoholic beverages on site unless specifically permitted to do so. Vendors shall not drink alcoholic beverages while vending at a scheduled event.
5. **OUR RULES ABOUT HEALTH DEPARTMENT INSPECTIONS:** Vendors are required to obtain, complete, and return a copy with this application the Gaston County Health Department Application and mail it to: Attention David Littman, 991 W. Hudson Boulevard, Gastonia, NC 28052, before you will be allowed to set up at any City event. It is the sole responsibility of all vendors to adhere to all Health Department inspections and requirements 15 days prior to the day of the event! The City of Gastonia is not responsible for making sure your vendor unit is inspected or in compliance with regulations. If you have any questions concerning you unity and regulations please call Doc Thompson or David Littman at the Gaston County Health Department at 704.853.5217
6. All vendor spaces and pricing are as determined by the event organizer, as permitted by the City. Due to the limited site area vendors with trailers will **not** be allowed to leave trucks hooked up to units or parked on the street or within the concert site.
7. Each vendor must provide trash receptacles, tables, chairs, canopies, etc. at the site. Vendors using tents and air supported structures must obtain a permit from the Gastonia Fire Marshals Office.
8. Any vendor using cooking oil/grease **MUST** have a container to store used oil/grease. **ABSOLUTELY** do not throw used oil/grease into trash containers, on grounds, streets or storm drains in Downtown Gastonia. Non-Adherence to this policy will result in immediate revocation of your application to participate in City events.
9. Food should be protected with ice or Canned Heat.
10. All food must be wrapped and kept sanitary.

11. If using equipment that produces heat or flame such as cooking equipment or propane gas, you must have a 5 lb. ABC Fire Extinguisher (2A10BC type). The cost is about \$25 and is a safety precaution.
12. If using electrical equipment, it must have a UL stamp displayed.
13. All vendors are required to stay open until the end of the event. Vendors have one hour after the concert is over to dismantle and leave your area. Vendors are required to leave their areas clean and litter free.
14. A certificate of insurance is required naming the City of Gastonia as additionally insured must be provided.
15. All vendors must sign and return the enclosed waiver of liability agreeing to hold harmless the City of Gastonia.

NON-ADHERENCE TO ANY OF THESE RULES MAY RESULT IN FORFEITURE OF FUTURE PARTICIPATION IN CITY EVENTS. BY PARTICIPATING, VENDORS ARE AGREEING TO HOLD THE CITY OF GASTONIA AND ITS SPONSORS HARMLESS FOR ANY ACCIDENTS WHICH MAY ARISE.

Renter's Initials _____

Hold Harmless Agreement

I, _____, do hereby agree to indemnify and hold harmless the City of Gastonia and their respective officers, agents members and employees of any sponsoring organization, underwriters, individually or collectively, from all fines, penalties, liabilities, losses, claims, damages and expenses, including court costs and attorney's fees, incurred or suffered as a result of or relating to my participation in any pre-criterion event.

Signature

Date

Printed Name