

STONEVILLE MEMORIAL PARK RESERVATION AUTHORIZATION

This "Letter of Authorization" is required for any person or group who reserves any or all facilities at Stoneville Memorial Park. Any damage to the facility, including costs for materials and labor is the responsibility of the entity or person renting the facilities and the individual whose signature appears below.

FOR PERSONS OR GROUPS RENTING THE PARK FACILITY: It shall be the responsibility of the entity or person renting the facilities and the individual whose signature appears below to make sure that all stipulations of the attached **REGULATIONS, WAIVER & RELEASE** are in compliance. Failure to do so will result in your deposit **NOT** being refunded.

NO REFUNDS OF RESERVATION FEE.

DATE FACILITY TO BE USED: _____ TIME FACILITY TO BE USED: _____

NAME OF CLUB, ORGANIZATION, GROUP: _____ NUMBER OF PARTICIPANTS: _____

REPRESENTATIVE NAME: _____

ADDRESS: _____

TELEPHONE: _____ EMAIL ADDRESS: _____

No Grills Are Available At The Park - Feel Free To Bring Your Own!

DEPOSIT REQUIRED: **\$50.00** _____
(Refundable if Park is left clean, and no damage is present.)

BALLFIELD USE

All Day Rental	\$100.00
Hourly	\$ 20.00

LIGHTS PER HOUR \$ 20.00

STAGE RENTAL \$ 50.00

SHELTER

Resident	Small _____ Large _____	\$ 25.00
Non-Resident	Small _____ Large _____	\$ 50.00

ENTIRE PARK \$300.00

The Stoneville Police Department is furnished a schedule of events

The Town of Stoneville, its employees, or representatives accept no responsibility for injuries that occur during use of any facilities within Stoneville Memorial Park. The individual or group renting the facility must present a Certificate of Insurance (see example template attached) indicating required insurance terms, conditions, and endorsements of the policy for the designated event. The Town must be named as an Additional Insured for the event. The Town of Stoneville also accepts no responsibility for lost or stolen items. The Town of Stoneville cannot guarantee availability of rental space due to severe weather events which may occur.

Signature of Responsible Party: _____

Amount Paid: _____ Date: _____

Town Representative: _____

REGULATIONS, WAIVER & RELEASE

By signing below, I hereby agree to be responsible for the following:

Making sure the area used is free from debris and trash after the completion of the use, with the facility or area to be in the same condition that it was prior to the beginning of the use without damage.

All tables and chairs/benches and equipment belonging to the Town, shall be placed back in their proper places. The person or group renting the park or a portion of the park must contact the Town if there is any misplaced, damaged, or destroyed property or equipment on the next business day at 336-573-9393.

The user assumes the responsibility for any and all claims, damages or other actions arising out of the use of the facility or area permitted to be used; and further agrees to indemnify and hold the Town of Stoneville free and harmless from any actions and claims.

That upon request, the renter shall provide a valid Certificate of Insurance to cover liabilities which might result, as a result of the used area or facility to be used. All sports teams are required to provide a Certificate of Insurance prior to the season beginning. All COIs will name Town of Stoneville as Additional Insured where required by written contract with respect to the applicable liability coverage required. Such coverage shall apply on a Primary and Non-contributory basis and Waiver of Subrogation applies with respect to insurance maintained by the Town, subject to the terms, conditions, and endorsements of the policy.

That the use of the facility or area shall be subject to the posted rules and regulations in the park, Code or Ordinance for the Town of Stoneville, the North Carolina General Statutes and such policies and procedures, especially as to alcoholic beverages, drugs, gambling, firearms, etc. For the purpose of the regulations, "town parks" shall refer to any public park facility in the Town of Stoneville.

- Hours of Operation are sun-up to sun-down.
- No littering or trash left on the grounds, including but not limited to decorations, balloons, streamers, paper products/utensils, cigarette butts, etc. Garbage should be disposed of in the dumpster on the property.
- No alterations are allowed to any structure or other areas of the park.
- ATVs, dirt bikes, vehicles, or any other motorized vehicles that could pose significant danger are not permitted on the park facilities.
- No firearms or weapons will be permitted on any town park facility.
- No bonfires or open burning/flames of any kind are permitted on the town park facility.
- All alcoholic beverages and illegal drugs are prohibited on park grounds.
- No loud music shall be played according to Stoneville Town Ordinance Section 130.01.
- No cars should be parked in a way to block the driveways or other surrounding dwellings/businesses.
- No renter may sublease any space within the park facility.
- Any event with fireworks displays must present a separate Certificate of Insurance from a Pyrotechnic operator who is licensed under North Carolina Statutes 14-413 and name the Town as an Additional Insured.
- Any event with rental equipment such as a bouncy house or inflatables or temporary mechanically operated amusement devices owned, operated, supervised, or regulated by the renter of the facility insured; must provide a separate Certificate of Insurance for equipment of this nature, and name the Town as Additional Insured.
- Except when renting the entire park, anyone wishing to access the town's park facilities during the time of the event is allowed by law because it is public property. Your event cannot be exclusive to only your guest, unless a full park rental is completed.

If the restroom facility, shelter, stage or fields need maintenance due to improper use of the facility, (for example: clogged toilet, broken fixtures, broken equipment), cost to repair will be charged to the responsible party signed below.

All rental reservations are on a first-come, first-serve basis. Reservations are not complete until all documents are received, and fees paid in full. Rates are based on a four (4) hour period. Any set-up time or clean-up time is to be included in the allotted rental time.

Non-Discrimination Statement: The rental process for town grounds is designed to be non-discriminatory and equitable. All applicants will be treated fairly and without bias based on race, color, national origin, sex, disability, age, sexual orientation, gender identity, or any other protected status. Our town's commitment is to ensure that every individual has equal access to park rentals. Discrimination on the basis of any protected status at the private event is not tolerated and would result in a cancellation of the event. All guests of all backgrounds are welcome at any private event on town grounds.

The Town of Stoneville is an Equal Opportunity Employer

WAIVER AND RELEASE OF LIABILITY. On behalf of myself and on behalf of all participants, adults or minors, and entities utilizing the facilities of the Town on the dates and in the places specified in this reservation authorization, I hereby waive and release and covenant not to sue the Town of Stoneville, its elected officials, officers, employees, volunteers, and agents, from any and all claims for damages and injuries, including all claims for injuries to person(s) or to property, arising directly or indirectly out of the activities or services offered or permitted by the Town of Stoneville.

I further understand that individual accident and general liability insurance is not provided by the Town or any sponsoring agent.

I HAVE CAREFULLY READ THE FOREGOING WAIVER AND COVENANT NOT TO SUE AND I UNDERSTAND THAT IT CONSTITUTES A FORMAL LEGAL DOCUMENT.

I CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE OF LIABILITY.

I INTEND BY SIGNING THIS AGREEMENT TO INDUCE THE TOWN OF STONEVILLE TO PROVIDE/PERMIT SERVICES AND ACTIVITIES THAT BENEFIT SUCH ENTITIES, ME OR MY CHILD(REN).

I FULLY REALIZE THAT I AM GIVING UP LEGAL RIGHTS AGAINST THE TOWN OF STONEVILLE, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS, BY SIGNING THIS WAIVER AND RELEASE.

By signing below, I agree to the above regulations, waiver and release for all parties involved with this event:

Printed Name: _____ Signature: _____ Date: _____

In the event that you are unable to provide proof of the required insurance, rental of the park facilities would be suspended until such time that documentation is received at the Stoneville Town Hall at 107 S. Henry Street, Stoneville, NC 27048.

As an alternative to general liability insurance coverage, you may contract with GatherGuard, which is a special events policy provided through Intact Insurance Specialty Solutions' online platform at <https://www.gatherguard.com>. The site is easy to use and generally offers lower rates since they are online exclusively. Once you go to their website, select get a quote, answer questions about what kind of event and activities will take place, and the program produces a premium. Once purchased, a policy is issued, and the town can be sent a certificate showing coverage.

The information provided is not a guarantee that your organization or group will be provided insurance coverage, but it serves as notice that options are available for groups wishing to rent the park facilities.