



## **CAPE FEAR FARMER'S MARKET** **COMMON AREA RESERVATION**

The Cape Fear Farmer's Market (Common Area) is available for rent through the Town of Elizabethtown at 805 W. Broad Street Elizabethtown – Administration Dept. (910) 862-2066.

Reservations will be accepted no earlier than 12 months prior to the activity. **The signed contract, and deposit are due in order to hold a reservation; remaining fees are due two months prior to event.** The renter, as indicated on the contract, agrees to be present for the entire duration of the event as listed on the approved permit.

Reservations are accepted on a first-come/first-served basis. The responsible party as listed on the contract must be twenty-one (21) years of age or older. Facility reservations will only be confirmed upon submission of the following:

- Signed Rental Contract
- Deposit \$150.00
- Fee \$225.00

### **PAYMENT OF FEES/DEPOSITS**

Fees and deposits may be paid by cash, check, charge (Visa or Mastercard) or money order. Checks should be made payable to the Town of Elizabethtown. Returned checks will result in cancellation of the reservation and additional charges.

### **RENTAL PERIOD**

It is the user's responsibility to allow sufficient time to set-up and clean the facility. These hours, in addition to the event beginning and ending times must be included in the rental period. The event must be over by midnight, and all clean-up must be completed and the facility vacated no later than 1:00 a.m. The facility is available for use at 8:00 a.m. on the day of your event. **YOU WILL NOT BE PERMITTED TO SET-UP, THE NIGHT BEFORE THE EVENT.**

### **CLEANING/DAMAGE/SECURITY DEPOSIT**

A refundable cleaning/damage/security deposit is required when booking the facility and will be refunded based upon the following:

- The facility was returned cleaned at the conclusion of the rental period as indicated on the contract.
- No damage was incurred to the facility or grounds.
- No vandalism was incurred to the facility or grounds
- No mischievous activity during event (911 calls or pull of fire alarms etc.)
- Failure to cooperate with Town Staff.

The determination of the amount of the deposit to be refunded will be made by department staff. Processing of the refundable portion of the cleaning and damage deposit will not be initiated until all cleaning and damage costs, if any, have been determined.

The group/individual will be assessed a penalty, in addition to the deposit, for any extraordinary clean up required, or for damages that occur. Extraordinary time shall be defined as custodial, or maintenance time in excess of the daily routine. The penalty shall be charged at the custodian's full rate of pay.

Please allow 2 weeks for refunds. Refunds are issued in the form of a Town check and will be refunded and mailed only to the person or organization whose name appears on the rental agreement.

### **CANCELLATIONS OR RESCHEDULING**

Requests for cancellation of a reservation, or any changes or additions to the contract must be in writing by the renter as listed. Telephone correspondence will not be accepted.

Cancellation fees are determined by the date the city receives written notification by the responsible party listed on the rental contract. Upon receipt of the cancellation request, the refund, if applicable, will be processed as follows:

- \$50 Administration fee for all cancellations.
- Full refund within 60 days of the event.
- Less than a 30 day notice: forfeit 50% of rental fee plus Administration fees.

### **DECORATIONS**

**NO CANDLES, NO COOKING, NO OPEN FLAMES** of any kind are allowed. **NO FOG MACHINES.** Violation of this may result in termination of event and forfeit of deposit. Tacks, nails, screws and scotch tape **are not permitted** on tables, chairs, etc. Masking tape is permissible on tables and chairs. **DO NOT ATTACH ANYTHING TO THE WALLS & CEILING.** Decorations, which would damage or discolor the facility or grounds, are not allowed.

All user rented items must be removed at the conclusion of the event unless previous arrangements have been made with Town Staff.

### **STRUCTURES**

Inflatable structures, dunk tanks, climbing walls, or other apparatus are prohibited inside the Common Area, and in the parking lots.

**SMOKING IS NOT PERMITTED IN ANY PART OF THE FACILITY.**

**NO PARKING ON THE GRASS.**

### **ALCOHOL POLICY**

The following conditions apply toward the private consumption of alcohol:

**Ø No alcoholic beverages are to be consumed inside or outside of the facilities, or within the parking area, or on streets or sidewalks adjacent to the buildings.**

Violations of this section will subject the renter to immediate suspension of the event and forfeiture of the cleaning/damage deposit.

**LIABILITY**

The Town of Elizabethtown is not responsible for accidents, injury or loss of personal property. The individual organization, granted use of the facility, will be held responsible for any injury or damage resulting from such use. In consideration for the acceptance for use of the community center facilities, applicant hereby agrees to defend, indemnify, and hold harmless the Town of Elizabethtown and its agents, officers, employees, and volunteers against any and all claims, demands, damages, costs and expenses, including attorney fees, actions or liability whatsoever directly or indirectly arising out or resulting in any way from the occupancy or use of the facility by applicant and/or applicant's invitees. Applicant certifies that applicant is authorized to act on behalf of and bind the applicant's organization to the terms of this indemnification and hold harmless agreement.

Applicant/Organization (Print): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Rental Date/s: \_\_\_\_\_ to \_\_\_\_\_

Rental Time/s: \_\_\_\_\_ to \_\_\_\_\_

Purpose of Rental \_\_\_\_\_

Applicant will need: \_\_\_\_\_ Tables (max provided by CFFM is 10 - 6 foot tables)

\_\_\_\_\_ Chairs (max provided by CFFM is 60 chairs)

Applicant/Responsible Party Signature: \_\_\_\_\_

Applicant/Responsible Party Printed: \_\_\_\_\_

Application Processed by: \_\_\_\_\_ Date: \_\_\_\_\_

**For Cape Fear Farmer's Market Use Only**

Building Inspection by: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_ Facility left clean and damage free. (Return Deposit.)    \_\_\_\_ Needs additional cleaning    \_\_\_\_ Damage/s incurred

Notes: \_\_\_\_\_

Deposit Returned:    \_\_\_\_ NO    \_\_\_\_ Yes    Date: \_\_\_\_\_    Check #: \_\_\_\_\_    Amount: \_\_\_\_\_