

TOWN OF MOORESVILLE DEPARTMENT OF RECREATION

RULES AND REGULATIONS GOVERNING THE CHARLES MACK CITIZEN CENTER

1. To secure a date for any event to be held at The Charles Mack Citizen Center, a written reservation form must be completed and approved by the Center Supervisor, his/her designee and, when necessary, the Town Manager. Reservations are confirmed on a first-come-first-serve basis, up to one year in advance. Only the room(s) paid for and confirmed through reservation may be used. A separate reservation form must accompany each request for use.
2. A contract is confirmed when lessee pays a nonrefundable 50 percent of the total rent and equipment fees and 100 percent of the security deposit. Lessee is required to pay the remaining 50 percent balance of rental fee and equipment fees 14 days prior to use of the facility. If lessee does not pay all fees in full, the contract becomes invalid. A \$100.00 security deposit is required for all meetings and a \$200.00 security deposit for all parties, receptions and banquets. A Lessee requesting the non-profit rate must provide a tax-exempt determination letter or notice under section 501(c)(3) of the Internal Revenue Code to be considered for such rate.
3. Cancellations made with at least 14 days' notice are only entitled to the security deposit refund (see rule #2) unless the total rent has been paid in full. In that case, the renter will receive a 100 percent security deposit refund and a 50 percent rent refund. Any cancellation made after the room is setup results in forfeiture of all monies, both rent and security deposit. Any change request to original room set up after the room is set results in forfeiture of 50 percent of the security deposit. We process refunds for security deposits immediately following the event and return a full deposit providing all rules and regulations have been adhered to.

Note: Damage deposits shall be deposited into the Town of Mooresville General Fund. Deposits are returned to the lessee within forty-five (45) days after the event when guidelines have been adhered to and no damage results in the use of the facility. Note: A \$25.00 fee shall be required on all returned checks as allowed by N.C.G.S. 25-3-506. Note: We bill Civic Clubs and Recreation Department -sponsored programs monthly.
4. When more than one (1) organization or person applies at the same time for the same room(s), all requests shall be placed in a hat and drawn, with the first selected having first choice and so on.
5. Leasing fees include utilities, normal maintenance, setup and use of chairs and tables. The leasing party shall acquire permission from the Center Supervisor, or his/her designee, before bringing additional equipment into the Center. Center Staff will perform setup of tables and chairs.
6. Kitchen use is by rental only. Kitchen may be used for warming, cooling, and plating, but the kitchen is not for preparing raw products. Your food must be cooked offsite. Kitchen must be cleaned prior to leaving the facility and must be done within the rental time. Failure to comply may result in forfeiture of the lessee's security deposit. Lessee should furnish all meal-related equipment. Kitchen facilities are not for preparing food for sale. Please note there shall be NO use of the Kitchen unless rented. This includes coffee maker, ice machine, etc.
7. Lessee shall restore all Town equipment used to its proper order. Lessee, or their designee, is responsible for removing all food, trash, etc., from the leased space. Trash should be deposited in the dumpster located across Moore Avenue. The damage deposit will not be refunded if this rule is violated.
8. A Town of Mooresville staff person must be on duty when the facility is in use. Staff shall have access to all leased areas to carry out their duties.
9. Parents or guardians must sign the reservation form on behalf of any lessee under 21 years of age. Anyone under 21 years of age and youth groups requesting the use of the facility must ensure an adult chaperone ratio of one adult per 15 minor children (less than 18 years of age). Lessee shall be responsible for the orderly behavior of their guests using the facility and must conform to all departmental policies, facility and Town rules and regulations.
10. Lessee shall be responsible for all claims, damage or accidents occurring in any part of the facility damaged by any act, omission, default, subcontractor, employees, patrons, guests admitted to facility by lessee, or negligence of the lessee. Lessee will pay the Town in cash, upon demand, a sum equal to the cost of repairing and restoring the facility to its condition as of the commencement of this lease; or, at the option of and with the approval of the Town, will make such restoration and repairs at their own expense. Lessee agrees to indemnify and hold harmless the Town and the Recreation Department from any such actions and damages. Furthermore, the Town shall have no responsibility for injuries to any persons using the facility or to any vehicles parked outdoors. Lessee assumes all responsibilities and liabilities associated with the serving of or use of alcoholic beverages for their event or use of the facility.
11. Lessee will observe and obey all the Laws of the United States and the State of North Carolina; all applicable ordinances of Iredell County and the Town; all rules, regulations and requirements of the Iredell County Health Department; the Mooresville Police and Fire Departments and other municipal authorities of the Town. Lessee will obtain all licenses, permits and union and trade organization clearances required by any public body or by contract at their own expense.

12. Lessee is responsible for complying with any copyright laws concerning the dissemination, portraying, playing or projecting of copyrighted material.
13. By entering into an agreement to rent or acquire space in the Charles Mack Citizen Center, Lessee acknowledges that Lessee is not being given permission or a license from the Town of Mooresville to disseminate, portray, depict or project offensive or obscene materials.
14. The following require approval of the Center Supervisor or Recreation Director:
 - a. Charge for admission, sell tickets or take subscriptions or collections.
 - b. Dances or Bands; sound level shall not exceed 100 decibels.
 - c. Selling or offering of merchandise.
 - d. Serving of alcoholic beverages, which may also require a permit according to the NC Alcohol Beverage Control Commission. All alcohol must be delivered to and removed from the premises during the hours reserved by lessee. (Alcoholic Beverage Ordinance available upon request).
15. A police officer may be required at an activity when deemed necessary by the Center Supervisor or Recreation Department Director. Any monetary compensation required for such service shall be the responsibility of the lessee.
16. Lessee group activities may not interfere with regularly scheduled programs.
17. The Recreation Department Director reserves the right to cancel any activity in case of extreme necessity; has final authority in scheduling decisions, including the right to deny use of any facility where such use is not in the Town's best interest.
18. The Town is not responsible for any lost or stolen property while the facility is in use.
19. All activities must cease by 12:00 a.m. unless previously approved by the Center Supervisor and Recreation Department Director.
20. The following are strictly prohibited:
 - a. The use of any tobacco products inside the facility
 - b. Confetti, glitter, birdseed, rice, illegal drugs, gambling, vulgar language or solicitation
 - c. Weapons, except those carried by Police or as approved by the Recreation Director
 - d. Animals, except service animals or those approved by the Center Director
 - e. Any game or activity that is prohibited under North Carolina law, federal law or local law. All games require approval by the Center Director. This includes "Casino Night" or "Bingo"
 - f. All candlewicks must be enclosed – votive or hurricane-type containers are recommended.
 - g. Use of the facility for personal gain or moneymaking projects
 - h. Religious groups or organizations using facilities as churches or houses of worship for regular services
 - i. Nails, hooks, tacks, tape, glue, sticky tack or screws into any part of the facility
 - j. Items left overnight unless approved by the Center Supervisor; however, the Center is not responsible for any items permitted to be left overnight.
 - k. NO decorations of any kind shall be attached to walls, floors, ceilings, doors, doorframes or tables unless approved by the Center Director.
 - l. No food or drink in the Auditorium (except bottled water for performers).
 - m. All events must be able to operate their electricity needs using a standard 110v outlet. Any attempts to tamper with breaker boxes will result in immediate forfeiture of your security deposit.

JOE V. KNOX AUDITORIUM

PRACTICE AND REHEARSAL REGULATIONS

1. Lessee is responsible for sharing all rules and regulations governing the use of The Charles Mack Citizen Center with their group. This includes limiting the seating capacity of the auditorium to 235 people. Adding chairs to the seating area creates a serious hazard in the event of an emergency and is banned.
2. Lessee must contract with an approved sound and light technician from our list of approved technicians for use of more than just stage work lights, house lights, and basic microphone usage. . The tech rate is \$20.00 hourly and is paid to the technician.
3. Only work lights may be used during practices and rehearsals, except for approved stage lighting setup and technical rehearsals. Anything other than work lights **MUST** be pre-arranged with the Center office.
4. Lessee shall reset any changes made to the light board or the sound equipment to their former position(s) following the last performance, under the supervision of a Charles Mack Citizen Center staff person, prior to the refund of the security deposit.
5. Lessee must request permission for all props, equipment, building supplies, tools, equipment and the on-premises storage of such prior to bringing onsite.
6. Lessee must gain Center Supervisor approval to use anything out of the ordinary, i.e., live tree, to hang items from stage framework, etc. **FOG & MIST MACHINES ARE NOT ALLOWED.**
7. Lessee must remove all props and equipment following the last performance
8. **NO ITEMS MAY BE PLACED IN THE TAPED-OFF AREA NEAR THE HANDICAPPED LIFT.**
OSHA fine is \$7,000 if this occurs.

Any person or group violating these Rules and Regulations is subject to suspension from the facility and prosecution under the law, where appropriate, and forfeiture of their security deposit. Flagrant misuse of facilities will result in the forfeiture of future reservations.