



Facility Use Application

**RESERVATIONS ARE NOT HELD WITHOUT COMPLETED APPLICATION
AND REQUIRED NON-REUNDABLE BOOKING FEE**

CONTACT INFORMATION (Please Print)

Date of Application: _____

Applicant's Name: _____

Organization (if applicable): _____

Address: _____
Street City State Zip Code

Billing Address (If different): _____
Street City State Zip Code

Phone: _____ Cellular Phone: _____ E-mail: _____

EVENT INFORMATION (Please Print)

Date of Rental: (Day of week) _____ (Date) _____

Number of people expected to attend the event: _____

Minimum two (2) Hours including the setup and breakdown time:

Type of Event: _____	START	END
Set-up Time	From: _____	To: _____
Event Time	From: _____	To: _____
Break-down & Clean-up Time	From: _____	To: _____

Brief description of event: _____

Will alcohol be served? YES or NO _____ **Area where alcohol will be served:** _____
(If yes, must apply one month prior to the event date. See Procedure for Obtaining Permission to Serve Alcohol.)

Is Police Security required? ? YES or NO _____

NON-REFUNDABLE BOOKING FEE: A non-refundable booking fee of \$500.00 or total amount of your application, whichever is less, must be paid at the time of application submittal. Reservations will not be held without completed application and booking fee.

BALANCE: The balance must be paid at least 30 days prior to the event date.

CANCELLATION AND REFUND POLICY: 100% refund if the Parks and Recreation Department cancels the event reservation. 85% refund less the non-refundable fee if the customer cancels the event reservation at least 30 days prior to the event date. No refund if the customer cancels the event less than 30 days in advance of the event date.

Signature of Renter _____

Date: _____

Rental Rates and Capacities

All fees include all available equipment and supervision of event. **Minimum of 2 hours rental required.** A request must be made to reserve the projector system, public announcement system, microphones with stands.

Rental Location	Reception (Standing)	Banquet (Seated)	Rental Rates City Resident Or Non-Profit	Rental Rates Non-City Resident	Number of Hours of Use	Total Cost Hours
Main Common Area includes: (Atrium, Boiler Room & Orientation Area)	350	210	\$125.00	\$188.00		\$
Museum Courtyard (Outside)	800	400	\$90.00	\$135.00		\$
Theatre Lobby, Terrace and Sculpture Courtyard	290	170	\$125.00	\$188.00		\$
Studio Theatre (Black Box) (Education Building)	225	140	\$90.00	\$135.00		\$
Fiber Studio (Education Building)	65	45	\$45.00	\$68.00		\$
Art Studio I (Education Building)	60	40	\$45.00	\$68.00		\$
Theatre Lobby (Only)	130	75	\$90.00	\$135.00		\$
Theatre Terrace and Sculpture Courtyard	160	95	\$90.00	\$135.00		\$
Theatre and Lobby (<i>Includes 1 theatre steward</i>) <i>*Food or drink not allowed in the theatre.</i>	303	N/A	\$225.00	\$335.00		\$
Additional Theatre Stewards If needed.	300	N/A	\$18.00	\$18.00		\$
TOTAL						\$

SUBMISSION OF RENTAL CONTRACT

The Imperial Centre is located at 270 Gay Street, Rocky Mount, NC 27804

For questions regarding the application Process, please contact:

Eva Satterwhite - (252) 972-1342

Email: eva.satterwhite@rockymountnc.gov

Credit cards, checks and money orders and cash accepted.

Please make all Checks and Money Orders payable to: The City of Rocky Mount

Total Amount of Rental Space: \$ _____ Non-refundable Booking Fee: (\$ _____)

Balance Due: \$ _____ Balance due date: ____/____/____
(30 days prior to the event)

ABC Forms Due date (if applicable): ____/____/____
(One month prior to the event-I understand failure to submit by this date will result in denial to serve/sell alcohol) _____ initials

Signature of Renter _____ Date: _____

Imperial Centre Facility Approval by: _____ Date: _____



RULES FOR USE AGREEMENT And General Information

Available Hours - The Main Common Area and the Museum Courtyard are available Monday – Sunday- 5:00 pm. until 1:00 a.m. All other areas are available Monday – Sunday, 8:00 a.m. until 1:00 a.m.

Closed Hours: The Imperial Centre is closed on New Year’s Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and the day after Christmas.

Open Galleries: If you are interested in adding the Art Center Galleries and/or the Science Museum as a compliment to your rental, please contact the rental coordinator for details.

Facility: The Rental coordinator or a designee is available by appointment for a tour of the facility and a pre-event walk-through. The rental coordinator or a designee will be available for the duration of your event (including set up and clean up).

Contract Approval: Events will be reviewed and determined whether appropriate for the Imperial Centre facility prior to approval of application. A draft of the flyer for all advertised events shall be sent to the Imperial Centre Rental Coordinator 2 weeks prior to distribution. Renter will be notified within three (3) business days regarding the application approval.

Other: Some areas of The Imperial Centre are WIFI enabled. *Please ask for details if needed.*
Free Parking is available.

Eligibility

- Individuals, organizations and corporations are eligible to apply for use.
- *Facility Use Application* must be submitted and approved by the Imperial Centre staff at least two weeks prior to your event (*one month if permission to serve alcohol is requested*).
- Reservations can only be made twelve (12) months in advance of the event date. An application may be submitted on any day of the month preceding the 12th month. (*Example: an application may be presented on any day of January for an event in the following January.*)
- Fundraising events must be approved by the Imperial Centre staff. Only non-profit organizations are allowed to have fundraisers. Specific details about the fundraiser event must be included on application or will not be approved. Non-profits must provide documentation of 501C tax status with application, and payment must be by corporate check of the non-profit organization. (Non-profits may be sponsored by a company.)
- Customers are responsible to pay applicable local, state and federal taxes on tickets, admissions, etc.
- Ticketed (for profit) events not allowed by any organization.
- Events ending after 10:00 PM will require Rocky Mount Police Department Security for the duration of the event. Rocky Mount Police Department Security must be provided at the renter’s expense if deemed necessary by the Rocky Mount Parks & Recreation Department.
- The renter is responsible for replacement or repair of broken or damaged facility property. The renter will receive an invoice within 14 days after event if this occurs.

Food/Beverage/Equipment

- Equipment rented from another source must be approved by the Rental Coordinator
- Renter is responsible for contacting and contracting all rental needs.

Photography – Events and activities taking place at the Imperial Centre may be photographed for use in print, video and on-line marketing of the facility and the Parks & Recreation Department.

Distribution of Alcohol

- See “Procedure for Obtaining Permission to Serve Alcohol”.

Set Up

- It is the renter's responsibility to make sure that adequate set-up time is being allowed to ensure that all groups involved in set up have sufficient time to complete their tasks before the arrival of guests. Imperial Centre staff should be consulted on estimated set-up times. Set up time must be specified on the *Facility Use Application* and access to the rental space will not be permitted prior to the set-up start time designated by the renter.
- It is the customer's responsibility to coordinate deliveries and pick-ups with the Rental Coordinator.
- Caterer may schedule access to during normal business hours, otherwise; the rental fee applies. Access to facility means use of staging areas to prepare for the event. Caterer can only set up in the event area during the designated set up time on the application. It is the renter's responsibility to make sure that the caterer has sufficient time to complete tasks before the arrival of guests.
- The Imperial Centre reserves the right to change set up of any event to provide adequate safety and protection to its facility and guests.
- Decorations will be limited to free standing or table top items only. They may not be adhered in any fashion to the facility walls, windows and/or ceilings. Balloons utilized in decorating must be restrained.
- Imperial Centre staff will set up and strike any of the facility's equipment.

Clean Up

- The renter must leave the facility clean and in as good of condition as prior to the rental. Floors should be swept or dust mopped, any spilled liquids mopped up and trash put in the provided trashcans and tied at the top.
- Any items furnished by the renter should be removed from the rental area within the designated clean up time.

Conditions

- The Imperial Centre will not produce, publish or distribute printed information or signage associated with the renters' event. Any advertisement for the event which uses the Imperial Centre name must first be reviewed and approved by the Parks and Recreation Department.
- Smoking is prohibited anywhere inside of the Imperial Centre.
- Outdoor amplified sound must be approved by the Rocky Mount Parks & Recreation Department and the Rocky Mount Police Department.
- Common areas will be open to the public during regular operating hours, events, and during other rentals. Renters should anticipate that the public will have access to restrooms, hallways, lobbies, and common areas. All noise in these areas should be held to a minimum.
- Parking in grass or courtyard areas is prohibited and illegally parked cars are subject to being towed.
- Children must be supervised at all times.
- The Imperial Centre is not responsible for any items or property belonging to guests that are lost, stolen, damaged, or destroyed while on the Centre's premises.
- In the event of a requested extension of up to 2 hours of event time is approved by the event chaperone on the day of the event, you will be invoiced by the city of Rocky Mount for the additional hours at two (2) times the rate. Event time may not be extended beyond 10:00 PM.
- The Imperial Centre has special events throughout the year. Our event setups may have an impact on your proposed setup.

Acknowledgement

I have read the *Rules for Use Agreement* and the *Procedure for Obtaining Permission to Serve Alcohol* for the Imperial Centre. I understand my responsibility, and I agree to abide by the terms. This agreement serves as your invoice. Unless other charges are incurred, no invoice will be sent.

Signature of Renter: _____ **Date:** _____

Imperial Centre Facility Approval by: _____ **Date:** _____

**STATE OF NORTH CAROLINA
COUNTY OF NASH**

RELEASE AND INDEMNITY

THIS RELEASE AND INDEMNITY AGREEMENT made and given this ____ day of _____, 20__

By _____ (whether one or more, the “Indemnitor”) to the City of Rocky Mount, North Carolina, its elected officials, agents, and employees (collectively the “City”);

W I T N E S S E T H:

WHEREAS, the City owns or has an interest in a certain lot or parcel of real estate identified as **The Imperial Centre for Arts and Sciences**, located at **270 Gay Street**, Rocky Mount, North Carolina (the “Property”); and

WHEREAS, Indemnitor has requested permission to use such property for the following purpose or purposes:

(Whether one or more, the “Activity”); and

WHEREAS, in order to induce the City to permit Indemnitor to use the Property for the Activity specified, the Indemnitor has agreed to release, indemnify, and hold harmless the City to the extent herein below provided.

NOW, THEREFORE, in consideration of being granted the right to use the Property, the Indemnitor hereby agrees to:

- (i) **RELEASE, ACQUIT, AND FOREVER DISCHARGE** the City from any and all claims, losses, damages, or liability (present or future), on account of injury to persons or property, including injury resulting in death, arising out of or any way connected with the use of the Property for the Activity specified above, or for any other activity or activities at the Property by the undersigned Indemnitor during the term of this Release and Indemnity Agreement; and
- (ii) **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the City from and against any and all claims, losses, damages, or liability (present or future), and all costs, charges, and fees (including court costs and reasonable attorney’s fees) related thereto, arising out of, or in any way connected with the use of the Property by the undersigned Indemnitor, or anyone using the Property under the auspices of the undersigned Indemnitor, or with the implied or express consent or the undersigned.

It is understood and agreed that the City makes no representation or warranty, express or implied, that the Property is suitable, safe, or appropriate for the Activity and that the undersigned Indemnitor assumes the risk of any loss, damage, or liability resulting from the use of the Property. The undersigned will not use or authorize anyone to use the Property for any activity except the Activity specified above except with the consent of the City or its duly authorized representative.

It is further understood and agreed that if any term or provision of this Release and Indemnity Agreement, or the application thereof to any person, firm, corporation, or circumstance shall, to any extent, be deemed invalid or unenforceable, the remainder of this Release and Indemnity, or the application of such term or provision to persons, firms, corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Release and Indemnity Agreement shall be valid and enforceable to the fullest extent permitted by law.

The undersigned has carefully read this Release and Indemnity Agreement and executes it voluntarily in his or her duly authorized, official capacity on behalf of the Indemnitor.

This the ____ day of _____, 20__.

Signature of Indemnitor



The City of Rocky Mount

Procedure for Obtaining Permission to Serve Alcohol

- A written request (or the attached form-“Permission to Serve Alcohol”) must be submitted to the Imperial Centre Rental Coordinator least one month in advance of the event. Proof of insurance and an ABC permit must accompany this request. The request must include event name and date, name of facility space being rented, type of alcohol being served, hours it will be served and hours that security will be provided. This request will be forwarded to the city manager’s office, who shall determine the approval of the documents.

Rocky Mount Parks & Recreation - Facility Rental Coordinator
 270 Gay Street, Rocky Mount, NC 27804
 Fax Number: 1-252-972-1563

- Alcoholic beverages may not be served for more than (4) four hours and cannot be served during the last 30 minutes of the event regardless of length. No exceptions will be made.
- The alcoholic beverages must be dispensed in accordance with the General Statutes of the State of North Carolina. The ABC Commission should be consulted for the applicable permit required for dispensing alcohol beverages. This is a separate State of North Carolina process. Applicants should allow adequate time to complete.

www.ncabc.com
 Main number: 1-919-779-0700
 Fax number: 1-919-662-3583

Mailing Address:
 North Carolina Alcoholic Beverage
 Control Commission
 4307 MAIL SERVICE CENTER
 Raleigh, NC 27699-4307

Location Address:
 North Carolina Alcoholic
 Beverage Control Commission
 322 Garner Road
 Raleigh, NC 27610

No one under the age of 21 may be served alcoholic beverages.

Applicant will be required to hire off-duty law enforcement officer(s) for the event. Determination will be made for this requirement prior to the issuance of the permit and is at the discretion of the Rocky Mount City Manager based on the nature, character, time, size, history and location of the event.

The applicant shall have general liability insurance with host liquor liability coverage endorsement or event liability insurance which shall provide coverage in the event of an incident resulting from the serving of alcoholic beverages at the function. The City of Rocky Mount shall be name as a co-insured in such policy. The minimum amount of coverage shall be \$1,000,000.

The use of alcoholic beverages shall be in a controlled area specifically identified in the Facility Use Agreement and the ABC Permit. Failure to comply with this requirement may be grounds for denial of future requests.

Additional liability insurance may be required with the City of Rocky Mount identified as co-insured. Determination will be made for this requirement prior to the issuance of the permit and is at the discretion of the Rocky Mount City Manager based on the nature, character, time, size, history and location of the event.

A standard waiver of liability and/or hold harmless agreement shall be executed by the applicant releasing the City of Rocky Mount of any liability associated with the serving of alcoholic beverages on City property.

A Facility Use Agreement will be executed by and between the City of Rocky Mount and the non-profit organization or private group which will be binding and failure to comply with the terms and conditions of the agreement may result in denial of future requests by the requesting party.

It is the renter’s responsibility to contact the ABC Board to determine the applicable permit required for their event. A copy of any permit issued must be provided to the Facility Rental Coordinator at least one month prior to the event.

It will be the renter’s responsibility to hire bartenders. No alcoholic beverages are allowed outside of the event room(s) including outside of the building. The renter assumes all liability in regard to alcoholic beverages served and consumed during their event.

In order to maintain safety, the Parks and Recreation staff reserves the right to request guests that are perceived to be overly intoxicated to leave the premises. Host of the event shall be responsible for providing designated drivers or other means.

Checklist to Submit a Request to Serve Alcohol Application

Please check the appropriate box to show that you have completed or included the document with this request.

Return to rental office by _____ . (one month prior to event date)

Keep a copy of the application for your files.

Applicant (Print) _____ Signature _____ Date: _____

Rental location _____ Event Date _____ Time _____ to _____

Alcohol will be served between the hours of: _____ and _____

Items to Include	Included?
1. Checklist for submitting a complete application	<input type="checkbox"/>
2. Applicant's completed rental agreement	<input type="checkbox"/>
3. Applicant's Completed release and indemnity agreement	<input type="checkbox"/>
4. Applicant's certificate of insurance in the amount of \$1,000,000 identifying the City of Rocky Mount as the co-insured.	<input type="checkbox"/>
City of Rocky Mount Police security has been arranged from the hours of _____ to _____. Contact Sgt. Ryan Hepler, (252) 972-1475 or ryan.hepler@rockymountnc.gov by _____. (Ten days prior to the Return to rental office deadline above.)	<input type="checkbox"/>
<p>5. NC ABC Commission Limited Special Occasion Permit IN THE NAME OF THE APPLICANT. <i>The permit, application and insurance must be in the same name.</i></p> <p>The ABC Commission does not require a permit for beer and wine; this is a requirement of the City of Rocky Mount to serve <i>any</i> type of alcohol in a City facility. The items below are required by the ABC Commission to receive the Limited Special Occasion Permit. These items are subject to change by the ABC Commission.</p> <ul style="list-style-type: none"> A. Complete the application by printing in ink. B. Application must be notarized. C. Fee is \$50.00 submitted by certified check, cashier's check or money order made payable to the NC ABC. D. Submit a copy of the lease/rental agreement or complete "Lease Information Box" on the back of this form E. Submit a certified copy of the applicant's Criminal Record. May be obtained from the Clerk of Court in the county in which you reside. <p><i>Non-profit organizations are required to receive a Special One-Time Permit which has different requirements.</i></p>	<input type="checkbox"/>

Office Use Only

Rental Staff Signature _____

Imperial Centre Superintendent Signature _____

Parks & Recreation Director's Signature _____

City Manager Signature _____