

# **MEMORANDUM**

**To:** Warren County Board of Commissioners  
**From:** Paula Pulley, Executive Assistant/Deputy Clerk  
**Date:** April 24, 2017  
**RE:** Warren County Armory Civic Center

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Provided below is a list of revisions to the Warren County Armory Civic Center Rental Agreement:

- Removed “Group III” users. There is now one set of rental fees for all users.
- Removed requirement for Liability Insurance.
- Removed the statement requiring criminal background checks.
- Added wording to establish that bubble machines and command strips are not allowed.
- Added wording to emphasize children must be supervised at all times during an event.

For clarification, if the Armory Civic Center is requested on a Friday night and also on a Saturday night, arrangements will be made as needed to provide for proper cleaning between the events. It is extremely rare for both nights of one weekend to be requested except when the same group is using the facility on both days.

Also, a renter that is using the facility on a Saturday is only permitted to begin setting up on Friday if the facility is not in use. If they are permitted to begin set-up on Friday then they are only allowed in the building during business hours and must leave the facility at 5:00 p.m. when the Economic Development Staff leave for the day. If Economic Development Staff is not in the building at that time then Paula Pulley or a member of Maintenance Staff locks the building at 5:00 p.m. Keys to the facility are not available to any renter until the day of their event.

# WARREN COUNTY ARMORY CIVIC CENTER RENTAL AGREEMENT

Warren County Manager's Office  
P.O. Box 619  
Warrenton, NC 27589  
252-257-3115 (P)                      252-257-5971 (F)

Name of Applicant(s): \_\_\_\_\_

Applicant Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Organization Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Type of Event: Give a brief description of the event.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Event Date: \_\_\_\_\_ Room Selection: \_\_\_\_\_

If using Room C, will you be using the stage? \_\_\_\_\_ If so, will you need  
access to the Wheelchair Lift? \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

Arrival Time: (For set-up/decorating) \_\_\_\_\_

Event Start Time: \_\_\_\_\_

Event End Time: \_\_\_\_\_ Must be Midnight or earlier. (All events must end no later than Midnight.)

Departure Time: \_\_\_\_\_ Building must be cleaned and vacated no later than 1:00a.m.

Will you be serving alcohol free of charge to attendees? \_\_\_\_\_

If serving alcohol, will attendance include individuals under the age of 21? \_\_\_\_\_

Will you be selling alcohol? \_\_\_\_\_

(Events including alcohol may require a North Carolina Alcoholic Beverage Control Commission temporary permit. Please see the "Alcohol" section of this agreement to determine if a permit is necessary for your event. If a permit is necessary, a copy must be on file in the Warren County Manager's office no less than 48 hours prior to the event. Only non-profit organizations will be allowed to sell alcoholic beverages. **Brown bagging is prohibited.** All organizations and individuals serving/selling alcohol must provide proof of liability insurance coverage.)

## **Groups Permitted to Use the Warren County Armory**

**Group I** – This group is defined as Warren County Government sponsored events. There is no charge for this group.

**Group II** – Any person, organization, or association not covered in Group I. All rules and regulations apply to these users.

Please initial at each blank to indicate that you have read and understand the Rental Agreement terms.

### **Securing a Reservation**

\*To secure a reservation, the applicant must be at least 21 years of age with valid photo ID. Representatives leasing the facility on behalf of an organization must provide proof of authorization to lease in the organization's name. This proof can be a letter on organizational letterhead appointing said person as the representative and signed by the official holding the highest-level seat in the organization. The person who signs the rental agreement will be considered the "Responsible Party" for the event. \_\_\_\_\_

\*A reservation deposit of ½ of the total rental fee is expected at the time the Rental Agreement is filed with the Warren County Manager's Office. This deposit is non-refundable and will be used toward the total Rental Fee for the event if the application is approved. \_\_\_\_\_

\*There is also a Cleaning/Damage Fee required to be paid no less than 2 weeks prior to the event. (Please see Rental Fees & Cleaning/Damage Fee Schedule for

the amount of the Cleaning/Damage Fee.) A portion of this fee is refundable provided the after-event facility inspection is satisfactory. A copy of the inspection report will be provided to the applicant accompanied by either the applicant's refundable portion of the Cleaning/Damage Fee or a letter advising the refundable portion of the Cleaning/Damage Fee will not be returned. Failure to properly clean the facility or findings of damage as a result of the event will constitute forfeiture of your right to a refund of the refundable portion of the Cleaning/Damage Fee. Further, the applicant is responsible for the actual cost of repair or replacement of any property damaged during the time of rental. It may further result in suspension of your right to lease the facility in the future. Using the facility in any manner inconsistent with the Rules and Regulations set forth in the Rental Agreement will cause a forfeiture of the fee as well as any future use of the facility. \_\_\_\_\_

\*The key to the facility may be picked up from the Sheriff's Department on the scheduled day of your event. Renter must return the key to the Sheriff's Department once the building has been secured immediately following the event. Unless prior arrangements have been made with the County Manager's Office, failure of the renter to return the key to the Sheriff's Department on the date of the event could result in a fine of \$25.00 per day until the key is returned. If the renter fails to return the key within 5 days of the event, the locks will be changed and the renter will be responsible for any fines and costs associated with changing the locks. \_\_\_\_\_

### **Facility Use Rules and Regulations**

Please initial at each blank to indicate that you have read and understand Rental Agreement terms.

1. In order to secure a reservation, the applicant must be at least 21 years of age. \_\_\_\_\_
2. No reservation will be confirmed until the executed Rental Agreement is on file and the Reservation Deposit (at least ½ of the rent amount) has been received. If application is approved, the Reservation Deposit is non-refundable and will be applied to the Rental Fee. \_\_\_\_\_
3. The applicant is charged with the duty of supervising the activities at the facility. The applicant is also charged with the duty of ensuring that all attendees abide by the Rules and Regulations set forth in this Rental Agreement. \_\_\_\_\_
4. Children must be under the supervision of an adult at all times. \_\_\_\_\_
5. The applicant and his/her agents must comply with and abide by all laws and ordinances, including Federal, State, County, and Municipal, which may apply to the use of this facility. \_\_\_\_\_
6. The applicant will not sublease or assign the use of the facility to any other person or organization. Any sublease or assignment made will be invalid and will result in the forfeiture of the right to use the facility in the future as well as the forfeiture of all deposits. \_\_\_\_\_

7. The applicant will be held liable for any damages or losses inside or outside the facility. You will be billed for any damages not covered by the Cleaning/Damage Fee; such bill must be paid within 30 days to avoid legal action. \_\_\_\_\_
8. The Cleaning/Damage Fee must be paid to the Warren County Manager's Office no less than 2 weeks prior to the event. \_\_\_\_\_
9. The balance of the rental fee must be paid to the Warren County Manager's Office no less than 1 week prior to the event. \_\_\_\_\_
10. No decorations are to be taped, nailed, pinned, or stapled to the walls, furnishings, sound panels, or floors of the facility. Command Strips and similar products are prohibited. \_\_\_\_\_
11. No tables, chairs or other furnishings are to be propped against the sheetrock walls of the facility. \_\_\_\_\_
12. The facility must be left in the same condition as it was found. This includes returning tables, chairs, and other furnishings to the labeled locations along the brick walls. \_\_\_\_\_
13. No equipment can be used that dispenses smoke – whether synthetic or real. \_\_\_\_\_
14. Use of candles is allowed on cakes; however, candles as decorations must be either floating, or contained within a hurricane globe or other protective barrier. \_\_\_\_\_
15. Use of bubbles and bubble machines is strictly prohibited. \_\_\_\_\_
16. Smoking is prohibited in all County-owned buildings. Any evidence of smoking inside this facility may result in a fine of \$250.00 as well as forfeiture of your Cleaning/Damage Fee. \_\_\_\_\_
17. Firearms are prohibited on all County-owned property. Possession of a firearm by the applicant or anyone on the premises during the time the facility is rented could result in the cancellation of the event and forfeiture of rental fees and cleaning/damage fee. \_\_\_\_\_
18. Fires and pyrotechnics are prohibited on the grounds and within the facility. \_\_\_\_\_
19. Only those groups listed as Group I or Group II will be allowed to charge admission or sell tickets in advance for an event held at the Warren County Armory Civic Center. \_\_\_\_\_
20. The renter is responsible for cleaning any and all debris from the steps in front of the building at the end of the event. This includes sweeping away birdseed, rice, etc. \_\_\_\_\_

### Alcohol

**ALCOHOL WILL NOT BE PERMITTED AT AN EVENT HELD FOR A MINOR.** (i.e. Sweet Sixteen, Quincenera, High School Graduation party, etc.)

21. The Warren County Armory Civic Center does not have an ABC Permit. Applicant must secure all permits/licenses required by law if alcohol is going to be served, sold, or consumed. Permits can be acquired by contacting the NC ABC Commission located at 3322 Garner Road in Garner NC. The contact number for the NC ABC Commission is 919-779-0700. A copy of the permit must be turned in to the Warren County Manager's Office no less than 48 hours prior to the event. \_\_\_\_\_
22. BROWNBAGGING IS PROHIBITED! NO EXCEPTIONS! \_\_\_\_\_
23. Alcoholic beverages may be served, sold, or consumed only by approved organizations and if included in the Rental Agreement. \_\_\_\_\_

24. ONLY NON-PROFIT ORGANIZATIONS ARE PERMITTED TO SELL ALCOHOL TO GUESTS. THIS INCLUDES BEER, WINE, AND CHAMPAGNE. A permit is required to sell alcohol and the applicant must contact the NC ABC Commission to obtain said permit. \_\_\_\_\_
25. You do not need an ABC Permit if serving free beer, unfortified wine, or champagne to guests. \_\_\_\_\_
26. No person under the age of 21 should be allowed to consume alcohol at the facility. Serving alcohol to minors will constitute suspension of your right to rent the facility in the future. \_\_\_\_\_
27. Alcohol service must be closed one hour prior to the end of the event. \_\_\_\_\_
28. **Alcohol must be under the control of a bartender or caterer at all times.** Common source containers (kegs, alcoholic punches, etc.) without an individual server are prohibited. **Glass beer bottles are prohibited.** \_\_\_\_\_
29. All alcoholic beverages must be served and consumed only in the area where the **original alcohol permit** is posted. \_\_\_\_\_
30. When serving alcohol, the applicant must provide, at applicant's cost, proof of at least a \$1,000,000 Tenant Users Liability Insurance Protection policy including host liquor liability coverage naming Warren County as an additional insured in which the carrier agrees to defend, save harmless, and indemnify Warren County from all financial loss, damage, or harm arising out of the dispensing of alcoholic beverages. A copy of the insurance policy must be submitted to Warren County no less than 15 days prior to the Event and must remain in effect at least 72 hours after the event ends. \_\_\_\_\_

#### **Security**

31. Security is required for all events. Security will be provided by the Warren County Sheriff's Department. The number of Officers required for non-alcoholic events will be determined by the Warren County Sheriff's Department based on the expected number of attendees and the type of event being held. Events including alcohol will require two or more uniformed armed officers at the discretion of the Warren County Sheriff's Department. The applicant is responsible for the cost of security at a rate of \$100.00 per Officer for the first five hours and \$20.00 per hour per Officer for each additional hour. Applicant must contact the Warren County Sheriff's Department at 252-257-3364 to arrange for security at least 15 days before the date of the event. The keys to the Armory Civic Center will not be released to a renter unless the Sheriff's Department confirms that proper arrangements have been made for Security. \_\_\_\_\_
32. If at any time during the event the Officer/Officers on duty witness any criminal or malicious acts, or if the Rules and Regulations set forth in the Rental Agreement are being broken, the Officer/Officers on duty reserve the right to close down the event. \_\_\_\_\_

#### **Liability**

33. The person or organization to which a Rental Agreement is issued shall be liable for any loss, damage, or injury sustained by any person(s) during the time the facility is leased. \_\_\_\_\_
34. Occupancy beyond the posted capacity is prohibited. The applicant is responsible for fire code compliance. \_\_\_\_\_

35. Neither Warren County, the County Manager, the Board of Commissioners, nor any County personnel assumes responsibility for loss or damage to any property placed on the premises by the renter or their associates, nor for personal injury which may occur during the use of the facility. Furthermore, the County assumes no responsibility for items left by the applicant in or around the facility. \_\_\_\_\_
36. Parking for the facility is provided; however, Warren County assumes no responsibility for damage to vehicles or items stolen there from. \_\_\_\_\_

#### **Rules for Caterers**

37. The applicant must provide a copy of this agreement to any and all hired Caterers. \_\_\_\_\_
38. The applicant will be held responsible for seeing that caterers adhere to the Facility Use Rules and Regulations. \_\_\_\_\_
39. The applicant is responsible for Caterers' access to the facility. \_\_\_\_\_
40. Catering staff must be neat/clean in appearance and adhere to the Caterer's Code of Ethics. \_\_\_\_\_
41. Caterers must bring their own cleaning equipment and supplies. \_\_\_\_\_
42. Caterers are responsible for removing all trash from the kitchen area and any other areas in which food is served. \_\_\_\_\_
43. No food or drinks are to be left in the refrigerators at the Warren County Armory Civic Center. \_\_\_\_\_
44. All appliances are to be cleaned inside and out and left clean and turned off. \_\_\_\_\_
45. Upon completion of food service, Caterers should begin to load-out, remove equipment, food, etc. into vehicles. Caterers should complete clean-up before the end time listed in this agreement. \_\_\_\_\_
46. Floors in the kitchen and food service areas are to be swept and mopped and all trash is to be removed. \_\_\_\_\_

#### **Before Vacating the Facility**

47. All decorations, food, equipment, and other personal effects must be removed by the end time on this agreement unless satisfactory arrangements have been made prior to the event. \_\_\_\_\_
48. All trash must be emptied from all trash receptacles, including those in the bathrooms, and placed in outside receptacles. The renter is responsible for removing any trash that does not fit securely in the receptacles – no trash should be left on top of receptacles, on the steps, or on the ground beside the receptacles. \_\_\_\_\_
49. If any damage occurs during an event, the applicant must notify a representative of Warren County, such as the Deputy/Deputies on duty, immediately. If you are unable to notify someone at the time the damage occurs, you must do so not later than 9:00 a.m. on the next business day. Failure to give notification of damage will result in both forfeiture of your Cleaning/Damage Fee, and your right to use the facility in the future. \_\_\_\_\_

#### **Cancellation & Default**

50. The applicant forfeits all monies used to confirm a Rental Agreement if they fail to cancel more than 30 days in advance of the event date. \_\_\_\_\_

54. The applicant may forfeit all monies and use of the facility if the balance is not paid 2 weeks prior to the event. \_\_\_\_\_
55. The facility must be cleaned and vacated by 1:00am. \_\_\_\_\_
56. The Warren County Board of Commissioners and the Warren County Manager reserve the right to cancel an approved request or revoke the right of the use of the Warren County Armory Civic Center to any group or individual when: \_\_\_\_\_
- a. Said group or individual has shown sufficient disregard for the Rules and Regulations set forth in this document.
  - b. It is deemed necessary for the concern of the health, safety, and welfare of the applicant, guests, or the general public.
  - c. It is in the best interest of the Warren County Armory Civic Center.

If the Warren County Board of Commissioners or the Warren County Manager cancels an approved request, the applicant forfeits monies paid to the Warren County Manager's Office. \_\_\_\_\_

57. In cases of event cancellation or postponement due to inclement weather, or other situation(s) beyond our control, the Warren County Manager's Office will work with the applicant to secure the next available date for use of the facility. \_\_\_\_\_

58. Each event requires a new Rental Agreement. \_\_\_\_\_

It is the duty of the applicant to maintain order and decorum when using the facility, and to inform group members, affiliates, caterers, and guests of the Rules and Regulations of the Warren County Armory Civic Center. Failure to comply with any or all of the Rules and Regulations could result in forfeiture of all monies paid for the rent of the facility, including the Cleaning/Damage Fee, and could also result in forfeiture of the right to rent the facility in the future.

By signing this agreement, applicant acknowledges that he/she has read and understands the terms set forth in this Rental Agreement, and that he/she assumes the role of "Responsible Party".

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

WARREN COUNTY

\_\_\_\_\_  
Warren County Manager

\_\_\_\_\_  
Date

**A copy of the signed, approved Rental Agreement will be provided to the Applicant.**



**TO BE COMPLETED BY WARREN COUNTY MANAGER'S OFFICE STAFF**

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Receipt of Contract and Partial Rental Fee: Amount: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Receipt of Cleaning/Damage Fee: Amount \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Receipt of Balance of Rental Fee: Amount \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Receipt of ABC Permit: Date: \_\_\_\_\_ By: \_\_\_\_\_

Receipt of Proof of Liability Insurance: Date: \_\_\_\_\_ By: \_\_\_\_\_

Receipt of confirmation of security arrangements (copy attached): Date: \_\_\_\_\_ By: \_\_\_\_\_

Work order sent to Maintenance to inspect facility prior to event: Date: \_\_\_\_\_  
By: \_\_\_\_\_

Inspection Report received from Maintenance following event: Date: \_\_\_\_\_ By: \_\_\_\_\_

Reimbursement Check mailed to Renter: Date: \_\_\_\_\_ By: \_\_\_\_\_

**NOTES:**

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## Checklist for Applicant

- \_\_\_\_\_ Sign and File a Rental Agreement with the Warren County Manager's Office.
- \_\_\_\_\_ Pay rental deposit (non-refundable to be applied to the Rental Fee) of at least ½ of the Rental Fee at the time the Rental Agreement is filed.
- \_\_\_\_\_ At least 2 weeks prior to the event, pay Cleaning/Damage Deposit fee to Warren County Manager's Office.
- \_\_\_\_\_ At least 1 week prior to event, pay the remaining balance of the Rental Fee to the Warren County Manager's Office.
- \_\_\_\_\_ Provide Caterer with Facility Use Rules and Regulations.
- \_\_\_\_\_ 48 hours prior to the event provide ABC permit and proof of liability insurance coverage if alcohol is to be served, sold, or consumed, or if the County has made a determination that liability insurance is necessary for the event.
- \_\_\_\_\_ Arrange for Security with Warren County Sheriff's Department. Contact The Sheriff's Department at 252-257-3364.

**NOTE: It is the responsibility of the applicant to adhere to the schedule set forth above or as required by this Rental Agreement. The Warren County Manager's Office will not contact applicant to remind of due dates of payments or other requirements under the terms of this agreement.**

# Cleaning/Vacating Checklist

This Checklist will be completed by Warren County Maintenance Department. A copy is being provided to you to assist in cleaning the facility.

\_\_\_\_\_ Floors swept

\_\_\_\_\_ All trash emptied

\_\_\_\_\_ Restrooms clean and trash emptied

\_\_\_\_\_ Tables/chairs placed  
against brick walls

\_\_\_\_\_ Kitchen clean and all appliances off

\_\_\_\_\_ Lights turned off

\_\_\_\_\_ Decorations/Personal items  
removed

\_\_\_\_\_ Drinks & Food  
removed

\_\_\_\_\_ Heating/Cooling units turned to \_\_\_\_\_

\_\_\_\_\_ Tables wiped down

\_\_\_\_\_ Doors and windows secured

\_\_\_\_\_ Trash and debris picked up from facility grounds

Notes from Maintenance:

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Date Inspected: \_\_\_\_\_ Time of Inspection: \_\_\_\_\_ Inspected by: \_\_\_\_\_

## Rental Fees & Cleaning/Damage Deposit Schedule

**NOTE:** All rental prices are for rental of the selected space(s) for six (6) hours or less. An additional charge of \$25.00 per hour will be assessed for events lasting more than six (6) hours.

ROOM SELECTED	Group II
Room A: 308 Sq. Ft.	
Capacity:	
Tables & Chairs    20	
Chairs                    28	
Standing                44	
<b>RENTAL FEE</b>	\$150.00
<b>CLEANING/DAMAGE FEE</b>	\$50.00
<b>REFUNDABLE AMOUNT OF C/D FEE</b>	<b>\$35.00</b>
Room B: 1200 Sq. Ft.	
Capacity:	
Tables & Chairs    80	
Chairs                    110	
Standing                170	
<b>RENTAL FEE</b>	\$250.00
<b>CLEANING/DAMAGE FEE</b>	\$100.00
<b>REFUNDABLE AMOUNT OF C/D FEE</b>	<b>\$70.00</b>
Room C: 5300 Sq. Ft.	
Capacity:	
Tables & Chairs    350	
Chairs                    480	
Standing                750	
<b>RENTAL FEE</b>	\$600.00
<b>CLEANING/DAMAGE FEE</b>	\$300.00
<b>REFUNDABLE AMOUNT OF C/D FEE</b>	<b>\$200.00</b>
Rooms A, B, and C	
<b>RENTAL FEE</b>	\$1,000.00
<b>CLEANING/DAMAGE FEE</b>	\$300.00
<b>REFUNDABLE AMOUNT OF C/D FEE</b>	<b>\$200.00</b>