



City Facilities Use Policy

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Purpose: The purpose of this Facility Use Policy is to define the applicability of facilities owned and operated by the City of Kannapolis for public use and the requirement for the use of these facilities. It is the intent of the City to allow the use of specified rooms and related facilities for the benefit of the designated user, provided such use does not interfere with the operations of the City.

Applicability: This Policy applies to the following:

- Indoor Spaces: Kannapolis City Hall, Kannapolis Train Station, Village Park Multi-Purpose Room, and Public Works Training Room
- Outdoor Open Spaces: Veterans Park, Dale Earnhardt Tribute site, West Avenue Reading Room, West Avenue Event Lawn, West Avenue Platform, and West Avenue Gateway

In general, the following City owned facilities may be requested and used pursuant to this policy through the Parks and Recreation Director’s Office:

Capacity and Setup Table						
	Square Footage	Theater <i># of people</i>	Banquet <i># of people</i>	Classroom <i># of people</i>	Reception <i># of people</i>	Pre-Set <i># of people</i>
CITY HALL & POLICE HEADQUARTERS						
Laureate Center – Section I	1,590	100	50	50	150	n/a
Laureate Center – Section II	2,120	160	80	85	250	n/a
Laureate Center – Section III	1,590	100	50	50	150	n/a
Laureate Center – Section I & II	3,710	280	150	130	500	n/a
Laureate Center – Section II & III	3,710	280	150	130	500	n/a
Laureate Center – Section I, II, & III	5,300	450	260	215	700	n/a
Kitchen	n/a	n/a	n/a	n/a	n/a	n/a
Council Conference	570	n/a	n/a	n/a	n/a	48
The Gallery	2,960	164	90	128	350	n/a
Terrace – Section I	250	18	10	6	25	n/a
Terrace – Section II	500	42	30	15	75	n/a
Terrace – Section I & II	750	63	40	21	100	n/a
ADDITIONAL FACILITIES						
Train Station Multi-Purpose	2,130	168	80	72	300	n/a
Village Park Multi-Purpose	1,400	120	60	54	175	n/a
Village Park Patio	Open	n/a	n/a	n/a	n/a	n/a
Public Works Training Room	1,088	84	40	36	200	n/a
Veterans Park Gazebo	Open	n/a	n/a	n/a	n/a	n/a
Dale Earnhardt Plaza	Open	n/a	n/a	n/a	n/a	n/a
West Avenue Reading Room	1,606	n/a	n/a	n/a	n/a	n/a
West Avenue Event Lawn	2,425	n/a	n/a	n/a	n/a	n/a
West Avenue Gateway Space	5,000	n/a	n/a	n/a	n/a	n/a
West Avenue Platform	Open	n/a	n/a	n/a	n/a	n/a



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Capacity and Setup Table						
<i>Department Use Only</i>	Square Footage	Theater <i># of people</i>	Banquet <i># of people</i>	Classroom <i># of people</i>	Reception <i># of people</i>	Pre-Set <i># of people</i>
CITY HALL & POLICE HEADQUARTERS						
Conference 2111	200	n/a	n/a	n/a	n/a	19
Conference 2201	760	n/a	n/a	n/a	n/a	42
Conference 2307	143	n/a	n/a	n/a	n/a	8
Conference 2317	1,080	n/a	n/a	n/a	n/a	30
Conference 3102	300	n/a	n/a	n/a	n/a	32
Conference 3117	300	n/a	n/a	n/a	n/a	14
Conference 3127	180	n/a	n/a	n/a	n/a	15
Conference 3234	300	n/a	n/a	n/a	n/a	20
Conference 3281	300	n/a	n/a	n/a	n/a	22
EOC/Training – Section I	630	36	30	45	100	n/a
EOC/Training – Section II	630	36	30	45	100	n/a
EOC/Training – Section I & II	1,260	108	50	72	200	n/a

** Capacities are based on allowable limits per NC Fire Code, not square footage.*

Rental applicants may request specific areas, but the City Manager or his designee reserves the right to place rentals in available and appropriate locations.

Application: To secure a date for any event to be held in a City facility, a completed reservation application must be approved by the City Manager or his designee. Reservations are confirmed based on a first come first served basis, up to two years (24 months) in advance. Only the facilities or room(s) paid for and confirmed through a reservation may be used. A separate reservation form must accompany each request for use. Recurring reservations are permitted for a period, not to exceed twelve months from the date of initial use. A rental is confirmed when 25% of the total rental fees and 100% of the security deposit is received. The remaining 75% balance of rental and equipment fees should be required ten (10) business days prior to the use of the facility. If the renting party does not pay all fees timely in full, the contract becomes void. A \$100.00 security deposit is required for all meetings and a \$250.00 security deposit for all parties, receptions, and banquets. The City Manager or his designee is authorized to cancel or relocate any reservations due to scheduling conflicts or unforeseen events that make the use of a room or facility unavailable, unsafe, unreasonable or otherwise not in the best interest of the City or public. In the event, that the City requires a cancellation or relocation of a reservation, the City will notify the applicant as soon as possible of the change and refund any required fees or deposits. Should any groups or entities need to cancel the reservation, they must provide a minimum of a ten (10) business day notice, in writing, or this could cause the forfeiture of all paid money.

Rental Fees: Completed applications and rental fees are required to hold a date for a reservation. These are required no earlier than two years (24 months) and no later than ten (10) business days prior to the date for which the facility is being requested.

- The rental deposit of 25% of the total of all fees is required at the time the application is submitted; see the rate table below.
 - The rental deposit is credited towards the total rental amount
- The security fee is due at the time the application is submitted.



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- The City will process refund payments for security deposits immediately following the event and return a full deposit no later than 30 days after use of the facility, provided guidelines have been adhered to, and no damage has resulted from use of the facility.
- The remaining 75% rental balance is due ten (10) business days prior to the event date.
- Damages and extensive cleaning will result in forfeiture of all or a portion of the refundable security deposit.
- In the event that a room, facility or any of its contents suffers damage due to the actions or neglect of groups or entities that have reserved the room or facility, the renting party will be charged the actual costs to repair or replace the room, facility or damaged item, in addition to forfeiting the security fee for the use of the room or facility.
- The renting party shall be responsible for all claims, damage or accidents occurring by any act, omission, default, subcontractor, employees, patrons, guests, or negligence. The renting party will pay the City in cash/credit card, upon demand, a sum equal to the cost of repairing and restoring the facility to its condition as of the beginning of this lease.
- City Council and City of Kannapolis Employees will be charged the business hourly rate for all rentals for non-City business and personal use.
- Basic equipment is assigned to most facilities, and is included in rentals. For additional information on the equipment in each space, contact the City Manager or his designee.
- Open space rentals do not include any equipment such as tables or chairs. However, power is available at most sites. This is applicable to Veterans Park, Dale Earnhardt Tribute, and all the West Avenue sites.
- Business Packages and multi-day packages are available. For additional information on these packages, contact the City Manager or his designee for additional information and prices.

In accordance with Section 163-99 of the North Carolina General Statutes, the City is authorized and directed to permit the use of space within the City Hall without charge, except custodial and utility fees, by political parties, as defined in G.S. 163-96, for the express purpose of annual or biennial precinct meetings and county and district conventions.

Availability of Facilities: The applicable rooms and facilities of the City are available for use Monday through Saturday, between the hours of 7 a.m. and 12 a.m. (midnight). Sunday events must begin after 1 p.m. and conclude by 12 a.m. (midnight) unless previously approved by the City Manager or his designee. All reservations, including uses, dates, and times are subject to the City Manager or his designee's review and approval. Setup and cleanup need to be included in the rental times. These times will need to be listed on the application along with the event time.

To accommodate as many groups or entities as possible during popular dates for meetings, unless otherwise approved by the City Manager or his designee, applicable rooms and facilities must be reserved for specific time periods. Facility Use Applications that do not contain specific time periods, or that contain general time periods, such as "all day," will be denied. Also, groups or entities may be asked to alter requested time periods and facility space to assist in accommodating as many groups or entities as possible.

- Business Hours are considered Monday through Friday from 7 a.m. until 6 p.m.



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- After-Hours are considered Monday through Friday from 6 p.m. until 12 a.m. (midnight), Saturday from 7 a.m. until 12 a.m. (midnight), Sunday from 1 p.m. until 12 a.m. (midnight) and any standard City observed holiday.

Facility Deposits and Fees: The following fees shall apply for the use of facilities:

Rate Table				
RATES ARE PER HOUR	Reservation Deposit %	Monday – Friday <i>7am until 6pm</i>	Evenings, Weekends, & Holidays	Security Fee <i>Refundable</i>
CITY HALL & POLICE HEADQUARTERS				
Laureate Center – Section I	25 %	\$ 75	\$ 85	\$ 100 - \$ 250
Laureate Center – Section II	25 %	\$ 75	\$ 85	\$ 100 - \$ 250
Laureate Center – Section III	25 %	\$ 75	\$ 85	\$ 100 - \$ 250
Laureate Center – Section I & II	25 %	\$ 150	\$ 175	\$ 100 - \$ 250
Laureate Center – Section II & III	25 %	\$ 150	\$ 175	\$ 100 - \$ 250
Laureate Center – Section I, II, & III	25 %	\$ 200	\$ 225	\$ 100 - \$ 250
Kitchen	25 %	\$ 25	\$ 35	\$ 100 - \$ 250
Council Conference	25 %	\$ 25	\$ 35	\$ 100 - \$ 250
The Gallery	25 %	\$ 25	\$ 35	\$ 100 - \$ 250
Terrace – Section I	25 %	\$ 20	\$ 25	\$ 100 - \$ 250
Terrace – Section II	25 %	\$ 20	\$ 25	\$ 100 - \$ 250
Terrace – Sections I & II	25 %	\$ 30	\$ 40	\$ 100 - \$ 250
ADDITIONAL FACILITIES				
Train Station Multi-Purpose Room	25 %	\$ 55	\$ 60	\$ 100 - \$ 250
Village Park Multi-Purpose	25 %	\$ 50	\$ 55	\$ 100 - \$ 250
Village Park Patio	25 %	\$ 15	\$ 20	\$ 100 - \$ 250
Public Works Training Room	25 %	\$ 45	n/a	\$ 100 - \$ 250
Veterans Park Gazebo	25 %	\$ 25	\$ 30	\$ 100 - \$ 250
Dale Earnhardt Plaza	25 %	\$ 20	\$ 25	\$ 100 - \$ 250
West Avenue Reading Room	25 %	\$ 20	\$ 25	\$ 100 - \$ 250
West Avenue Event Lawn	25 %	\$ 25	\$ 30	\$ 100 - \$ 250
West Avenue Gateway Space	25 %	\$ 25	\$ 30	\$ 100 - \$ 250
West Avenue Platform	25 %	\$ 25	\$ 30	\$ 100 - \$ 250

- Weekday Rental Minimum – 2 hours
- Weekend Rental Minimum – 4 hours
- Extended Time Rental – 15% discount when any room or combinations of rooms are rented for 12+ hours during a single booking
- Multi-Space Rentals – 20% discount when all first floor spaces at City Hall and Police Headquarters are rented. (Includes: Laureate Center Sections I, II, & III, Kitchen, Council Conference Room, The Gallery, and a Terrace section)



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- Permanent Tenant Rate – 20% discount when any room or combinations of rooms are rented monthly for a time span of two (2) or more hours each month and an annual agreement with twelve (12) monthly meetings scheduled.

Cancelations: Cancelations must be provided in writing ten (10) business days in advance of the event. In this case, a full refund shall be given of both rent and security fee. Special consideration may be given in the event of a natural disaster or a medical emergency. For cancelations provided less than ten (10) business days in advance, all rent, deposits, will be forfeited at the discretion of the City. Any cancelation made after the room is set up results in forfeiture of all rent, deposits, and fees. Rescheduling will be considered by the Parks and Recreation Director's Office and is subject to availability.

In the event, the City of Kannapolis is declared closed due to a natural disaster, including weather related events and medical emergency, any permission to use the facility is automatically withdrawn during the closure period. Kannapolis government closure information is available on the City's website, City social media, local radio, and TV stations. In such an event, the City shall not provide notice of cancelation. Users shall be solely responsible for notifying event participants. Should this type of closure take place, a 100% refund will be granted.

Non-Discrimination Policy: The City of Kannapolis prohibits discrimination against any person for any reason including age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, political affiliation, marital status, veteran status, or any other characteristic protected by law.

Indemnification: Person renting agrees to indemnify and hold the City, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the facility by Renting person and their guests, agents, or employees.

General Rules of Use:

1. All use of rooms and facilities, except incidental use by City staff, must be scheduled in advance through an application filed with the City Manager's Office. All required deposits and fees must accompany the application.
2. The renting party must be at least 21 years of age to rent any facility and must be present during the event. For any event where minors (18 years of age or younger) will be a majority of the attending guests, a ratio of 1 adult to every 10 minors must be present. The renting party shall be responsible for the orderly behavior of their guests using the facility and must conform to all departmental policies, facility and City rules and regulations.
3. No person shall enter or remain in a City building or facility unless properly clothed and shoed. Street clothes and footwear are required at all times. No bathing suits are allowed.
4. Under no circumstances will a group or entity using a room or facility be given a key to access any City facility. City staff will provide access to the room or facility.
5. Kitchen use is by rental only. The kitchen may be used for warming, cooling, and plating but is not for preparing raw products. Food must be cooked offsite. The kitchen must be cleaned prior to leaving the



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facility and must be done within the rental time. Failure to comply may result in forfeiture of the renting party's security deposit. The renting party 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 or the contents thereof unless it is rented. The kitchen must be rented in combination with another space; the kitchen cannot be rented as a standalone space.

6. The City will provide all rental applicants a list of approved caterers. These caterers have provided the required information, fees, and have received the necessary training on the building/equipment. If a rental applicant wishes to use a different caterer who is not on the preferred list, the company must comply with all requests and regulations (training, insurance, etc.) and be pre-approved by the City Manager or his designee.
7. Should one or two events be scheduled for one facility at the same time, only one approved caterer will be allowed in the area.
8. Renting party shall promptly report all accidents or incidents which result in either personal injury or damage to the property of the City, an employee, or member of the public, regardless of who is responsible for the damage.
9. Renting party shall immediately report defective equipment or unsafe conditions of any equipment or facilities that may endanger anyone to the City employee in charge of the facility.
10. The City, its officers, agents, and employees shall have the right to enter the facility at all times during the rental event to confirm renting party's conformance to this Policy. If the City determines, in its sole judgment, that Renting person has breached a term of this Policy, the City shall have the right to immediately terminate this rental agreement prior to the expiration of its term and prior to the conclusion of the event without any refund to the renting person.
11. In the event of an emergency and severe weather, City Manager or his designee has the authority to suspend all activity within the facility and evacuate all individuals to the nearest emergency shelter.
12. The use of rooms and facilities does not obligate the City to provide any furnishings or equipment not currently assigned to the area or listed in the rental contract. Furnishings and equipment may not be removed from the room or facility. Additional equipment may be brought into rooms and facilities if noted on the application and pre-approved by the City Manager or his designee.
13. City equipment, including furnishings and audio-visual equipment, may not be used unless provided through the rental contract.
14. The use of displays, decorations or similar items is expressly limited to freestanding elements, tables, or easels. The attachment of displays, decorations or similar items on walls, doors, windows or any other surface is prohibited.
15. Helium balloons are prohibited in City Hall unless securely tethered at all times.



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16. City facilities are a smoke-free environment. Smoking and vapor is prohibited in/on City property.
17. Serving of alcoholic beverages will be allowed with approval and permits when necessary, according to state and federal laws. All alcohol must be delivered to and removed from the premises during the hours reserved by the renting party. The renting party assumes all responsibilities and liabilities associated with the serving of or use of alcoholic beverages for their event or use of the facility. *(Alcoholic Beverage Ordinance available upon request)*
18. Groups or entities using rooms and facilities will return the rooms and facilities to their pre-event condition in accordance with the checklist provided with the application. The renting party is responsible for placing all garbage/recycling in the designated receptacles. City staff will remove all garbage/recycling from the building after the end of the rental. If receptacles become full, City staff must be notified. The security fee will not be refunded if this rule is violated.
19. Parking is available in all parking areas unless otherwise posted. Loading and unloading shall be done from the designated parking areas. Cars are not permitted on the sidewalks or grass areas.
20. The use of any static signage or the facility's electronic signage must be requested on the application and approved by the City Manager or his designee.
21. Under no circumstances may a group or entity use the City's insignias, including the City logo, without the express permission of the Director of Communications.
22. Advertising/promotion of events, meetings, programs, etc., for which space within a facility has been reserved, must clearly state the sponsor of the event, a local contact person, and a telephone number. Promotional materials, press releases, etc., must be worded, so it is clear to the general public that the event is not sponsored by the City of Kannapolis. Failure to comply with this policy may lead to immediate cancelation of the event and forfeiture of rental fees and deposit paid.
23. Advertising/promotion of events may not occur until the 25% rental fee, and the security deposit are paid.
24. Failure to conclude the use of a room or facility (defined as more than fifteen minutes beyond the time indicated on the application), may result in the forfeiture of the security fee and additional fees assessed.
25. Groups and entities using the rooms and facilities are responsible for their behavior and are expected to comply with all policies, laws and regulations. Failure to do so could result in dismissal from the facility, the denial of future use applications, and forfeiture of the security fee.
26. The City reserves the right to deny the use of the rooms and facilities if it is determined the use is not in the best interest of the City and public. The City also reserves the right to evict any group or entity from any room or facility if deemed in the best interest of the City and public.
27. The renting party will observe and obey all the Laws of the United States and the State of North Carolina; all applicable ordinances of Cabarrus County and the City of Kannapolis; all rules, regulations and requirements of the Cabarrus County Health Department; the Kannapolis Police and Fire Departments and



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other municipal authorities of the City. The renting party will obtain all licenses, permits, and union and trade organization clearances required by any public body or contract at their expense.

28. The following require approval of the City Manager or his designee:
 - a. Charging for admission, selling tickets or taking subscriptions or collections.
 - b. Dances or Bands; sound level shall not exceed 75 decibels.
 - c. Selling or offering of merchandise.
 - d. Tents and additional outside fixtures.
29. If the rental is being used as part of a parade/march, street fair, trail/greenway, run/walk/bike, festival or, etc. a special event application must be submitted and approved for the room rental to be approved.
30. A police officer may be required for an activity when deemed necessary by the City Manager or his designee. Any monetary compensation required for such service shall be the responsibility of the renting party and will be discussed with the renting party prior to the event.
31. The City assumes no responsibility for lost, stolen or damaged personal property.
32. All activities must cease by 12:00 midnight unless previously approved by the City Manager or his designee; this requirement includes cleanup of the event.
33. Miscellaneous Provisions:
 - a. Bubbles, glitter, birdseed, and rice are prohibited inside the facilities. Confetti is permitted inside the facility. Birdseed and bubbles are permitted outside the facilities.
 - b. Illegal drugs, gambling, vulgar language or solicitation is prohibited.
 - c. Weapons, except those carried by Police or as approved by City Manager's Office.
 - d. Animals, except service animals or those approved by the City Manager or his designee.
 - e. Any game or activity that is prohibited by North Carolina law, federal law or local law. All games require approval by the City Manager or his designee; this includes "Casino Night" or "Bingo".
 - f. No open candlewicks; all candlewicks must be enclosed, votive or hurricane-type containers are recommended and must be approved by the City Manager or his designee.
 - g. Use of the facility for personal gain or moneymaking projects is prohibited.
 - h. Nails, hooks, tacks, tape, glue, sticky tack or screws into any part of the facilities is prohibited.
 - i. Use of in-ground stakes are prohibited at outdoor spaces unless approved by the City Manager or his designee.
 - j. Items left overnight unless approved by the City Manager or his designee is prohibited.
 - k. No decorations of any kind shall be attached to walls, floors, ceilings, doors, doorframes or tables unless approved by the City Manager or his designee.
 - l. Fireworks or other explosives are prohibited in the facilities and on the premises.
 - m. Any agreement to use the facilities is not assignable to any other person or entity.

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