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# TOWN OF DALLAS

## GAZEBO AND GROUNDS RENTAL AGREEMENT

Thank you for choosing the Town of Dallas Gazebo and Grounds for your event. These policies help protect Town property and preserve the historic character of the Historic Courthouse and surrounding grounds while ensuring the safe and proper use of the facility.

**\*PLEASE READ ALL RULES AND REGULATIONS OF THIS AGREEMENT BEFORE COMPLETING AND SIGNING\***

### AGREEMENT TERMS

This Facility Rental Agreement ("Agreement") is entered into on \_\_\_\_\_ by and between \_\_\_\_\_ ("Renter") and the Town of Dallas ("Town"). This Agreement establishes the terms and conditions for the use of Town facilities. Failure to comply with these terms may result in the denial of future rental privileges at the Town's discretion. By signing below, both parties agree to be bound by the terms of this Agreement.

### GAZEBO AND GROUNDS PRICING

The Gazebo and Grounds rental fee is **\$250** per rental. Rentals are available during one of two four-hour time slots: **10:00 a.m. to 2:00 p.m.** or **3:00 p.m. to 7:00 p.m.**

### TIME AND AVAILABILITY

Rental hours are set at booking, and only the reserved outdoor space may be used. Events, including cleanup, must conclude by the scheduled end time. Overtime use may be charged \$50 per half hour at the Town's discretion.

### PAYMENTS AND CANCELLATIONS

Payments may be made by cash, check, money order, or card. Returned checks incur a \$30 fee. Cancellations must be made at least **10 days prior** to the scheduled event to receive a full refund of the rental fee. No refunds will be issued for weather-related cancellations.

### USE OF PREMISES AND TOWN PROPERTY

Renter(s) agree to treat the Gazebo, Grounds, and all Town property with care and comply with all applicable rules. The Renter is responsible for the conduct of all guests and vendors. Rental of the Gazebo and Grounds does **not** include access to the Historic Courthouse. The Renter is responsible for any damages or excessive cleaning costs resulting from the event. Outside rental furniture is permitted. Tents must be secured with sandbags only; staking into the ground is prohibited. The Renter is responsible for providing and paying for portable restroom facilities (Port-a-Johns). The Town of Dallas does not provide restroom facilities for Gazebo and Grounds rentals.

## **DECORATIONS**

All decorations must be temporary, freestanding, and approved in advance by Town staff. Decorations may not damage or alter any historic structures, landscaping, trees, or Town-owned property. The Town of Dallas reserves the right to require removal of any decoration deemed unsafe or potentially damaging.

The following items and activities are **strictly prohibited**:

- Nails, screws, staples, tacks, tape, or adhesives on structures, the gazebo, fencing, or fixtures
- Attaching decorations to trees, railings, historic surfaces, signage, or Town equipment
- Open flames, candles, sparklers, fireworks, or any fire-producing devices
- Confetti, glitter, rice, birdseed, or similar materials that cannot be easily removed
- Colored Smoke Devices / Smoke Bombs

Colored smoke bombs, smoke devices, foggers, or any similar special-effects items are strictly prohibited on the Gazebo and Grounds. These devices pose fire risks and may cause permanent staining or damage to Town property and historic structures.

Any use of smoke devices shall result in immediate termination of the rental. The Renter assumes full financial responsibility for any damage, restoration, or additional cleanup associated with smoke devices or decorations and may be charged accordingly. All decorations must be removed immediately following the event.

## **FOOD AND BEVERAGES**

Food and beverages are allowed only within the Grounds rental area. The Renter is responsible for all service, cleanup, and proper disposal or removal of all trash after the event. Trash must be bagged and placed in the designated receptacles.

## **ALCOHOL AND TOBACCO FREE POLICY**

The Town of Dallas maintains the Gazebo and Grounds as an alcohol- and tobacco-free facility. Tobacco use (includes smoking, smokeless tobacco, e-cigarettes and vapes); consumption of alcohol or drugs are not permitted anywhere within the rental area at any time.

## **INDEMNIFICATION AND LIABILITY INSURANCE**

The Renter agrees to indemnify and hold harmless the Town of Dallas, its staff, and the Board of Aldermen from any claims, damages, or liabilities arising from the Renter's use of the premises. The Town reserves the right to request the Renter to provide proof of liability insurance, naming the Town of Dallas as an additional insured.

## **TOWN EMPLOYEE DISCOUNT**

Current full-time and part-time employees of the Town are eligible to rent Town facilities listed below at a fifty percent (50%) discounted rate when the facility is rented for the personal use of the employee or the employee's immediate family. The employee must be present and directly participating in the

use of the facility. Discounted rentals may not be used for the benefit of, or transferred to, non-employees outside of the employee's immediate family.

Any misuse of the employee discount, including renting a facility for the use or benefit of others not permitted under this policy, may result in revocation of the discount privilege, denial of future rental requests at the discounted rate, and may subject the employee to disciplinary action in accordance with Town personnel policies.

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## RENTAL AGREEMENT

NAME OF RENTER: \_\_\_\_\_

ADDRESS OF RENTER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

*Street*

*City/Town*

*State*

*Zip Code*

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

TYPE & DESCRIPTION OF EVENT: \_\_\_\_\_

EVENT DATE: \_\_\_\_\_ EVENT HOURS: \_\_\_\_\_

OUTSIDE ELECTRIC NEEDED? Y / N

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By signing below, the renter acknowledges and agrees to comply with all rules and regulations of this agreement. The renter accepts responsibility for any damage to Town-owned property and will assume all financial responsibility for such damage. Violations of this agreement may, at the Town's discretion, result in denial of future rental privileges.

The Town of Dallas assumes **NO** responsibility for injury, loss, or damage to persons or personal property occurring on Town-owned property.

**I, the undersigned Renter, acknowledge that I have read, understand, and agree to the rules and regulations stated above.**

RENTER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TOWN REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTES: \_\_\_\_\_

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