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TOWN OF DALLAS

GAZEBO AND GROUNDS RENTAL AGREEMENT

Thank you for choosing the Gazebo and Grounds for your event. These policies are in place to protect Town property and ensure the safe and proper use of the facility. The Gazebo and Grounds are a part of a significant historical site that requires professional standards to protect its building, artwork, and historical features.

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”). The Agreement outlines the terms and conditions governing the use of Town facilities, and any violation of this Agreement may, at the Town’s discretion, result in denial of future facility rental privileges. Both parties, intending to be legally bound, agree to the following:

GAZEBO AND GROUNDS PRICING

- \$ 100 for 4-hours (Resident)
- \$175 for 4-hours (Non-Resident)

TIME AND AVAILABILITY

Rental hours are set at booking, and only the reserved outdoor space may be used. Events must end and cleanup be completed by 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) agrees to treat the facility with care and follow all rules. They are responsible for all guests and vendors. Any damages or excessive cleaning will be billed to the Renter. Furniture rented from outside vendors may be used on the Grounds. **Tents must be anchored with sandbags only, stakes are prohibited.**

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 require 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.

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

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: _____
