

Henderson County Tourism Development Authority Stage, Parking Lot and Facility Rental Policy

The Henderson County Tourism Development Authority welcomes community groups to use the Visitors Center's stage; parking lot and event restrooms. These policies are designed to provide an understanding to groups who wish to use the facilities of the rules and regulations associated with the rental. If you have any questions, please feel free to contact our Executive Director.

1. To secure a date for any event to be held at the stage managed by the Henderson County Tourism Development Authority (HCTDA), a written reservation application must be completed and approved by the Executive Director or designee. Reservations are confirmed on a first come first served basis, up to one year in advance. Only the stage and/or parking lot or other facilities or room(s) paid for and confirmed through reservation may be used. A separate reservation form must accompany each request for use. Recurring reservations are permitted for a period of time not to exceed three months from the date of initial use. Multiple applicants representing the same entity are limited to no more than three (3) reservations per year.
2. A contract is confirmed when lessee pays a nonrefundable 50% of the total rent and equipment fees and 100% of the security deposit. Lessee is required to pay the remaining 50% balance of rental fee and equipment fees 14 days prior to use of the facility. If lessee does not pay all fees in full, the contract becomes invalid.
3. Cancellations made with at least 7 days' notice are entitled to the full security deposit refund. Any cancellation made with less than 7 days' notice results in forfeiture of all monies, both rent and security deposit. The HCTDA will process refunds for security deposits immediately following the event and return a full deposit by the next available check date but not later than 30 days after use of the facility, provided guidelines have been adhered to and no damage results from use of the facility.
Note – Security deposits are refundable unless event extends beyond reserved area; facility or equipment is damaged; fights, vandalism, or improper conduct occur or the facility is not left clean. Excessive cleaning by the TDA includes any cleanup beyond basic trash removal or restroom cleaning after the event and will be charged at an hourly rate of \$30.
4. The HCTDA has first priority of dates and the use of its facilities.
5. Leasing fees include rental of main stage, lawn area, all utilities, and the Visitors Center's restrooms, though not exclusively. The lessee may provide additional chairs and tables as needed. The leasing party shall acquire departmental approval *before* bringing additional equipment into the rental area. All equipment shall be listed on the lease application. A staff person must be present during set-up of equipment. Sound equipment, tents, tables or chairs are not available from the HCTDA. All electric cords and other trip hazards must be taped down and secured prior to the start of any event. Staff will make an inspection to ensure safety.
6. Lessee shall restore all HCTDA owned equipment used to its proper order. Lessee and/or their sound or equipment rental companies are responsible for removing all equipment, food, trash,

etc., from the leased space and depositing of it in the canisters provided. The security deposit will not be refunded if this rule is violated.

7. A HCTDA staff person must be on duty when the facility is in use. Staff shall have access to all leased areas to carry out their duties. There will be an additional per hour charge that is not included in the rental fee.
8. Lessee shall be responsible for the orderly behavior of their guests using the facility and must conform to all HCTDA policies, facility and County and City rules and regulations.
9. Lessee shall be responsible for all claims, damage or accidents occurring in any part of the facility damaged by any act, omission, default, subcontractor, employees, patrons, guests admitted to facility by lessee, or negligence of the lessee. Lessee will pay the HCTDA, upon demand, a sum equal to the cost of repairing and restoring the facility to its condition as of the commencement of this lease; or, at the option of and with the approval of the HCTDA, will make such restoration and repairs at their own expense. Lessee agrees to indemnify and hold harmless the HCTDA or Henderson County from any such actions and damages. Furthermore, the HCTDA or Henderson County shall have no responsibility for injuries to any persons using the facility or to any vehicles parked outdoors.
10. Leasing party will observe and obey all the laws of the United States and the state of North Carolina; all applicable ordinances of the City of Hendersonville and Henderson County; all rules, regulations and requirements of the Henderson County Health Department; the City of Hendersonville Police and Fire Departments and other municipal authorities of the City. Lessee will obtain and provide proof of all licenses, permits, and insurances, trade organization clearances required by any public body or by contract at their own expense. Such items may include, but are not limited to:
 - a. Sound amplification permit issued by the police department
 - b. Zoning compliance permit issued by the planning and zoning department
 - c. If cooking under tent, a permit might be required by the fire department
 - d. Any Health Department permits, if applicable
 - e. City of Hendersonville business license or itinerant merchant/peddlers license
 - f. Valid public liability bond or general liability insurance for personal injury or property damage at a minimum of \$1,000,000 with the HCTDA added as an additional insured.
11. The following require approval of the Executive Director or designee:
 - a. Charging for admission, selling tickets, or taking subscriptions or collections.
 - b. Dances or bands -- sound level shall comply with the City's noise ordinance and sound amplification permit requirements.
 - c. Selling or offering of merchandise.
12. A law enforcement officer may be required at any activity when deemed necessary by the Executive Director or designee. Any monetary compensation required for such service shall be the responsibility of the leasing party. (See Section 22 f)

13. The Executive Director or designee reserves the right to cancel any activity in case of extreme necessity and has final authority in scheduling decisions, including the right to deny use of any facility where such use is not in the HCTDA's best interest. In the event of cancellation, deposit refunds will be considered on a case-by-case basis.
14. The HCTDA reserves the right to interrupt, terminate, or cancel an event when in the judgment of the Executive Director or designee, law enforcement or fire department, such action is necessary in the interests of public safety and/or the user is in violation of this policy. User waives any claims for damages or compensation should the event be interrupted, terminated or canceled.
15. The HCTDA is not responsible for any lost or stolen property during the time stated in the rental agreement.
16. All performances must end by 10:00 p.m. and all activities including janitorial must cease and the facility vacated by 12 a.m. midnight unless previously approved by the Executive Director or designee.
17. 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.
18. Lessees must clearly state the sponsor of the event and their local contact telephone number in all advertising/promotion of events, meetings, programs, etc. Promotional materials, press releases, etc., must be worded so it is clear to the general public the event is not sponsored by the HCTDA. Non-compliance with this policy may lead to immediate cancellation of the event and forfeiture of rental fees and deposit paid.
19. No flyers, banners or event information may be posted outside the building advertising events within the facility, except as permitted by the City's sign ordinance and with approval of the Executive Director or designee.
20. Use of the Visitors Center parking lot will require TDA staff to place signs at the lot entrances by 9:00am on the day of the event to inform the public of an event that evening. The parking lot must stay open until 5:00pm. If there are vehicles in the parking lot after 5:15pm, the lessee is responsible to call a local towing company to remove the vehicle(s).
21. Rules and Regulations
 - a. Sale or use of Alcoholic Beverages is prohibited.
 - b. The use of tobacco products, including smoking, is not permitted on TDA property. The City's sidewalks and streets may be designated as smoking areas.
 - c. Illegal drugs, gambling, vulgar language, or solicitation are prohibited.
 - d. Weapons of any kind are prohibited on the premises except those carried by law enforcement.
 - e. Fireworks or other explosives are prohibited at the facility and on the Visitors Center property.

- f. Games of chance are prohibited. This does not apply to games that award prizes when there is no charge for participation.
- g. Open flames, decorations that may be flammable or combustible, smoke or fog generating equipment or apparatus is prohibited.
- h. Nails, hooks, tack, or screws into any part of the stage or other facilities are prohibited.
- i. No items may be stored for any user/group within the facility without permission
- j. No items may be left overnight unless approved by the Executive Director or designee
- k. HCTDA owned equipment shall not be removed from the facility.
- l. No pets, backpacks or coolers are allowed on property during events.
- m. The lessee shall not assign or sublease the space.
- n. Tents must be secured. However, no one is allowed to anchor into the asphalt

22. The HCTDA establishes the following fees associated with rental of its facilities. Requests to wave the fees must be reviewed by the HCTDA.

- a. Commercial or Non-Henderson County Non-Profit -- \$25 hour or \$100 day
- b. Any Henderson County Government unit or Non-Profit – No Fee
- c. Security Deposit -- \$100
- d. On-site Staff -- \$25 an hour
- e. Janitorial Service -- \$15 an hour
- f. Security must be contracted by the applicant through the City Police Department or the Henderson County Sheriff's Department at their required rate.

Approved by the Henderson County Tourism Development Authority on _____.

David E. Nicholson, Chairman

Connie Backlund, Secretary