

City of Roxboro

Rules Governing the Use of Merritt Commons and the Main Street Pavilion

The City of Roxboro recognizes the value of having an appropriate facility such as the Main Street Pavilion at Merritt Commons to serve the citizens of Roxboro and Person County. To achieve this objective, it shall be the policy of the City of Roxboro to grant and encourage maximum use of Merritt Commons to responsible and properly organized agencies, institutions, individuals, and organizations for cultural, educational, recreational, and civic purposes, hereinafter referred to as Qualified User(s).

Merritt Commons shall be made available subject to such rules and regulations as established by the City of Roxboro (336-599-3116). Administration of the facility is the responsibility of the Roxboro Uptown Development Corporation (336-599-0918).

The Qualified User shall indemnify, protect, and save harmless the City of Roxboro and the Roxboro Uptown Development Corporation from and against any claim for injury, damage, cost, or loss to person or property arising out of or related to the use of the Pavilion.

1. Merritt Commons shall be available for use by Qualified User(s). An individual or representative of such Qualified User(s) must be 21 years of age or older.
2. Whenever the property is in use by a Qualified User(s), the User or a representative of the organization must be present at all times and see that all regulations are followed.
3. Applications for the use of Merritt Commons must be made to the Director or designee of the Roxboro Uptown Development Corporation and appropriate forms must be signed by the proper officer of the organization or individual who thereby assumes full responsibility for any damage to the property resulting from such use by other organizations, groups, or individuals. Permission must be granted as above before the property can be used or reserved. All scheduling changes and any other matters or questions pertaining to the use of Merritt Commons must be directed to the Director of the Roxboro Uptown Development Corporation by the User whose name appears on the application as the contact person. If that person is not available, one other designee may be used. Individuals may sign for use of the facility for a private non-profit function. (**Note to users:** Please inform members of your organization to bring questions and concerns to the contact person or their designee to eliminate confusion about scheduling and other matters).
4. Use of the facility may not in any way violate civil rights or the laws of the State of North Carolina.
5. The deposit charge fixed by the City of Roxboro for the use of Merritt Commons and any associated fees, if applicable, must be paid at least ten (10) days before

the first date of use in order for a date and time to be reserved. If a date is reserved and the User does not appear at the facility, any rental fees for the unused time shall be retained by the City of Roxboro. The User shall not stay later than the scheduled time unless granted permission by the Director of the Roxboro Uptown Development Corporation.

6. Seating capacity and use of the City Parking Lot (festival style/lawn seating) is subject to regulation by the Roxboro Fire Department and approval by the Chief of the Roxboro Police Department.
7. Any alterations to electrical, structural, or other building features are prohibited.
8. No open flame device shall be used without written permission from the Roxboro Fire Department.
9. Special Event insurance will be required for concert venues. The City of Roxboro will be listed as additional insured on the policy.
10. The User shall be responsible for cleaning of the premises (entrances, parking areas, and surrounding areas) so as to place them in their original condition. This includes all trash receptacles to be emptied, all items not property of Merritt Commons are to be removed, all food and drink areas are to be cleaned, and stage is to be completely cleared.
11. All combustible decoration materials shall be treated with a fire-retardant substance.
12. Flammable liquids of all descriptions shall be prohibited in all areas of Merritt Commons.
13. Non-Merritt Commons properties shall immediately be removed following any facility usage. Any property left upon the premises by the User shall, after a period of ten (10) days from the last day of tenancy hereunder be deemed abandoned and become the property of the City of Roxboro to be disposed of or used at the City's discretion.
14. User will pay for damages beyond normal wear immediately. Failure to do so will result in the loss of user privileges. Damages will be deducted from the security deposit. User will pay cost above the security deposit.
15. The City of Roxboro has the right to make repairs and bring contractors in without prior notice to User. Cost of these repairs will be borne by the User.
16. The User will not cause or permit any nails or other things to be driven into any portion of the building, nor any signs to be affixed to any part of the building, except in designated areas, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the Pavilion or the furnishing thereof.
17. Use or possession of alcohol shall be governed by City of Roxboro ordinances.
18. Security personnel may be required by the City of Roxboro depending upon the nature of the event. All charges for security shall be borne by the User. The Director of Roxboro Uptown Development Corporation in conjunction with the

Chief of the Roxboro Police Department will have final say regarding security needs.

19. The User agrees to make provisions for the safety of those who attend a performance or entertainment by providing sheriff deputies/police officers as appropriate, and by receiving approval from the Roxboro Police Department prior to a performance or entertainment and to pay such officers for their services.
20. Working with surrounding businesses and churches: The Qualified User(s) will be required to work with surrounding businesses. If there is a funeral or visitation at Roxboro Baptist Church during the planned event, music will be prohibited until the funeral or visitation is over.
21. The Qualified User(s) will contact Roxboro Baptist Church (336-599-9248) to coordinate scheduling. Failure to coordinate with Roxboro Baptist may result in cancellation of the event by the Roxboro Police Department and/or the director of the Roxboro Uptown Development Corporation.
22. If the event requires closing a street, it must be approved and coordinated with the City of Roxboro through the Planning and Development department under authorization of the City's Special Event Permit ordinance.
23. **THERE ARE NO PUBLIC RESTROOM FACILITIES AVAILABLE AT MERRITT COMMONS.** The User is responsible for providing adequate amounts of restroom facilities/ ADA restroom facilities (Portable Toilets) for each event. The amount of wastewater facilities is to be advised by the Person County Environmental Health Department per number of people projected to attend each event.
24. The User shall not assign or sublet the space or rights covered by this agreement.
25. All advertising and promotion are the responsibility of the organization using the facility.
26. The City of Roxboro hereby reserves the right to control and manage the facility through the Roxboro Uptown Development Corporation and to enforce all necessary and proper rules for management and operation of the same.
27. **ALL MATTERS NOT AUTHORIZED EXPRESSLY BY THE TERMS OF THIS CONTRACT SHALL BE RESERVED TO THE DISCRETION OF THE DIRECTOR OF THE ROXBORO UPTOWN DEVELOPMENT CORPORATION.**
28. **SECURITY DEPOSIT:** The security deposit for use of the Merritt Commons Facility is \$100. Security deposits are refundable upon satisfactory compliance with these rules and the applicable agreement.
29. **FEES:** The Merritt Commons facility shall be provided **FREE OF CHARGE** to all organizations, individuals, and agencies not engaged in for-profit activities. The fee for profit-making individuals, organizations, and agencies shall be \$50 per hour.

Merritt Commons Application for Use

NAME OF GROUP/ORGANIZATION

DESCRIPTION OF ACTIVITY

CONTACT PERSON

PHONE # (w)

(H)

Is this usage a FOR PROFIT or NOT FOR PROFIT activity (circle one)?

Time requested:

DATE

TIME

HOURS

Security Deposit

\$100.00

Total Fees (for profit multiply number of hours by \$50)

Total Amount Due with Application

Usage Agreement

THIS AGREEMENT IS BETWEEN THE City of Roxboro AND

_____ (USER) ON THE DATES AND TIMES
INDICATED ON THIS FORM.

Make all checks payable to the City of Roxboro and remit to the director of the Roxboro Uptown Development Corporation.

It is agreed that the rules governing the use of the Merritt Commons property, County of Person, North Carolina, a copy of which has been received by the User and is an integral part of this agreement and is incorporated herein.

I/We release, absolve and agree to hold harmless and indemnify the Roxboro Uptown Development Corporation, the City of Roxboro, their staff, sponsors and representatives from and against any and all liability, and from and against any claims, demands, costs

or expenses, or causes of actions arising out of or in connection with the use of the facility.

WE THE UNDERSIGNED, HAVE READ AND FULLY UNDERSTAND THIS CONTRACT AND WILL ASSUME THE AFOREMENTIONED RESPONSIBILITIES.

This agreement is entered into this _____ day of _____, _____. In keeping with our good faith, I hereby submit a check in the amount of \$_____ to the City of Roxboro.

Name of Organization (User)

Contact Person

Address: _____

City: _____ State: _____ ZIP: _____

Telephone number: Home _____

Work _____

Cell _____

E-mail: _____

Signature/Date (User)

Signature/Date (Director, Roxboro Uptown Development Corporation)