

# **FORSYTH COUNTY PARKS AND RECREATION – GENERAL RENTAL RULES AND REGULATIONS**

These rules govern the rental and use of public park facilities and spaces. All individuals or groups reserving spaces with Forsyth County Park and Recreation Department (hereafter “Forsyth County”) are expected to adhere to the outlined rules and procedures to ensure a safe, respectful, and enjoyable environment for all park patrons. Furthermore, as applicable to each facility, additional rules will be added and incorporated as part of the Rental Agreement.

## **1. Payments & Reservations**

Indoor Facilities and Special Venues Rentals:

- 74 days or earlier from event date: 50% deposit is due 14 days from booking, and 50% final payment due 60 days from event date.
- 73 to 61 days from event date: 100% payment is due 60 days from event.
- 60 to 14 days from event: 100% payment is due at the time of booking.

Shelters, Fields, and Courts Rentals:

- 100% payment is due 14 days after booking OR 14 days prior to event. Whichever deadline comes first.

Reservations are confirmed only upon full payment or required deposit, as outlined in the Facility Reservation Agreement. No temporary holds.

Deposits are non-refundable and non-transferable. Date or facility changes are not permitted once the agreement is signed and paid.

Payments must be made by the deadlines stated in the Agreement. Unpaid balances will result in cancellation. There is \$25 fee for all returned checks.

A nonrefundable service fee of 2.75% will be applied to all credit card transactions.

Rain or shine rule: All reservations are valid in all weather conditions. No alternate dates or credits will be issued due to weather.

## **2. Cancellations & Refunds**

Shelter rentals: non-refundable, non-transferable.

Indoor and specialty venues: non-refundable deposit required.

If final payment is not received by the deadline, the reservation will be canceled without refund.

The County reserves the right to cancel, substitute, or relocate reservations if facilities become unavailable due to safety, maintenance, or safety concerns. In such cases, best efforts will be made to notify clients promptly.

### **3. Construction Projects**

Forsyth County has the right to change, add, remodel, alter, and/or do construction on any amenity and/or rented facility within all of the parks in the Forsyth County Parks and Recreation system to fit the needs of the Parks and Recreation Department at any point in time. If a change occurs, an event planner will notify the Client of the change. Construction changes to a booked facility will not interfere with the Client's actual event taking place. No refunds will be given to a Client just because they do not favor the construction and/or cosmetic changes to the facility.

### **4. Rental Timeframes**

Facility access is limited to the contracted rental period. Early entry or late departure is prohibited.

Events that exceed contracted times will incur additional fees (minimum \$250).

All deliveries, setup, breakdown, and cleanup must occur within the rental period.

### **5. Set-Up, Furniture, Diagrams, Occupancy**

Tables and chairs provided by the Forsyth County will be set up according to submitted diagrams when applicable. Placement is approximate and may be adjusted by staff.

Clients may rent additional furniture from approved vendors. All rental items must be delivered and removed during the contracted rental period.

Furniture owned by the Forsyth County must remain indoors and may not be taken outside.

Rentals do not grant exclusive access to the entire park - only the designated facility areas.

Maximum occupancy must not be exceeded. Canopies, tents, or other structures cannot be used to extend capacity. Structures larger than 12' x 12' are prohibited unless approved in writing.

All activities must comply with local ordinances, general park and rental rules.

## **6. Decorations & Enhancements**

Decorations must be freestanding or attached using removable products (command hooks, rope, or tape approved by staff). No staples, nails, or permanent adhesives.

Forsyth County not responsible for missing, stolen, left behind, or misplaced decorations.

No confetti, glitter, or similar small-particle materials.

Candles limited to flameless (battery-operated) options; one unity candle permitted indoors.

All decorations must be removed by the end of rental period.

## **7. Vendor, Contractor, and Catering Requirements.**

Where applicable, all vendors, contractors, and caterers must be pre-approved by Forsyth County and provide required insurance documentation.

A catering surcharge may apply as outlined in the Rental Agreement.

Clients are responsible for ensuring safe food storage and disposal. Grease and waste must be removed from park property.

Only approved caterers are permitted.

## **8. Alcohol Policies**

Possession or consumption of alcoholic beverages is prohibited in all County Parks, unless otherwise posted or specifically authorized by the Forsyth County Parks & Recreation Department. Please refer to the Reservation Agreement for further details.

## **9. Prohibited Activities**

The following are strictly prohibited unless otherwise authorized in writing:

Fundraising, solicitation, or commercial activities.

Fireworks, sparklers, sky lanterns, fog machines, firearms (except as permitted by law).

Drones, aircrafts, hot air balloons.

Amplified music or live bands are prohibited unless reserved at permitted facilities and must not disrupt other park patrons.

Water features (water slides, dunk tanks, pools) or amusement rides.

Open flames, fire pits, or bonfires (unity candles permitted indoors for weddings).

Confetti, glitter, chalk, paint, smoke bombs, hay, or straw.

Balloons released outdoors.

Feeding wildlife or disturbing natural habitats.

Blocking roads, entrances.

### **10. Property Damage, Cleanup & Additional Charges**

The facility must be left in the same condition as received.

Clients are responsible for all trash removal to designated bins and recycling containers.

Heavy items may not be dragged across floors or surfaces.

Cooking oil/grease disposal onsite is prohibited. Ice must be disposed of in designated areas.

Facilities must be left in original condition; excessive trash, spills, excessive cleaning needs, damage, or moving furniture will result in additional cleaning or damage fees (minimum \$250).

Clients must remove all items, decorations, and equipment by the end of the contracted period.

No items may be stored on the premises before or after the rental period. Forsyth County shall not be responsible for missing items.

### **11. Security, Safety & Personal Property**

Forsyth County is not responsible for lost, stolen, or damaged personal property.

All equipment and rental deliveries must be removed before the end of the contracted period.

Weapons are prohibited by state law and county ordinance, except concealed handguns with permits and as allowed by law; additional restrictions apply for school-sponsored activities.

Abusive, threatening, or obscene behavior may result in immediate expulsion without refund.

All renters and guests must comply with posted safety rules and staff instructions.

Abusive language or behavior will result in expulsion and possible denial of future rental privileges.

## **12. Weather & Force Majeure**

Outdoor rentals occur rain or shine. Refunds will not be issued for inclement weather.

Neither Party shall be liable for any delay or failure to perform under these rules if such delay or failure is:

- (i) directly caused by acts of God, war, acts of terrorists, explosion, fire, flood, earthquakes, epidemics, acts of civil or military authorities or civil disturbance, and;
- (ii) could not have been prevented or circumvented by the non-performing Party's reasonable precautions or commercially accepted processes (including through the use of substitute services, alternate sources, work-around plans, the implementation of appropriate security measures or disaster recovery measures) (a "Force Majeure Event"). The Party experiencing any delay or failure as a result of any such Force Majeure Event shall:
- (iii) provide prompt written notice of the actual or anticipated delay or failure to the other Party, and;
- (iv) use reasonable commercial efforts to either remedy the delay or failure, or implement a plan (including a business continuity and disaster recovery plan) to remedy the delay or failure in a manner which minimizes the disruption to the other Party. The non-performing Party shall not be excused in this Section for any non-performance of its obligations under these rules having a greater scope or longer period than is justified by the Force Majeure Event, or the performance of obligations that should have been performed prior to the Force Majeure Event.

The Forsyth County or designated representatives reserve the right to close park fields and facilities due to weather, safety, or field conditions. Clients are responsible for damages from unauthorized field use.

Forsyth County may close fields, shelters, or facilities due to unsafe weather conditions or to prevent property damage.

Clients are responsible for verifying field closures through official communication channels on the day of use.

Force majeure events (including natural disasters, acts of war, civil unrest) that make the event impossible may result in cancellation without liability to the Forsyth County.

Neither party is liable for performance failures caused by Force Majeure events (acts of God, war, terrorism, natural disasters, etc.) provided reasonable efforts are made to notify and mitigate disruption.

## **FORYTH COUNTY**

### **RELEASE AND INDEMNITY AGREEMENT**

#### **(FACILITY RENTAL AGREEMENT)**

##### Payments & Reservations:

Please refer to the payment due dates referenced in the “Reservation Comments” section of the permit/receipt/confirmation received.

##### General Payment Terms:

- Reservations are confirmed only upon receipt of the required deposit or full payment as specified in this Agreement. No temporary holds will be placed.
- Deposits are non-refundable and non-transferable. Once this Agreement is signed and paid, changes to the date or facility are not permitted.
- Payments must be made by the deadlines stated in this Agreement. Failure to pay by the deadline will result in cancellation.
- A \$25 fee will be charged for each returned check.
- A nonrefundable service fee of 2.75% will be applied to all credit card transactions.

- All reservations are valid rain or shine. No alternate dates, credits, or refunds will be issued due to weather.

#### Cancellations & Refunds:

- Shelter rentals: non-refundable and non-transferable.
- Indoor and specialty venues: non-refundable deposit required.
- If final payment is not received by the required deadline, the reservation will be canceled without refund.
- The County reserves the right to cancel, substitute, or relocate reserved facilities if they become unavailable due to maintenance, safety, or other unforeseen conditions. The County will make reasonable efforts to notify the Client promptly in such cases.

#### Catering Surcharge:

- If an off-site caterer is approved, a catering surcharge of \$1.50 per person will apply.

#### Alcohol Policy and Hold Harmless Agreement:

- No person under 21 years of age may consume alcoholic beverages on County property.
- Alcoholic beverages may be served but not sold; cash bars are prohibited.
- Beer and wine may be served without a permit or additional insurance. If liquor is served, the Client must obtain a Limited Special Occasion Permit from the NC ABC and procure Special Event Limited Liability Insurance with a minimum coverage of \$1,000,000.
- By signing this Agreement, the Client assumes all liability related to the service and consumption of alcohol.
- The County may, at its sole discretion, require a security deposit and additional security staff at the Client's expense.
- Intoxicated individuals will not be permitted to enter and must vacate County property. On-site security may remove individuals or contact the Sheriff as necessary. No portion of the rental fee will be refunded if the Client or guests are denied use of the facility due to intoxication or misconduct. If security determines the event must be closed for safety reasons, no refund will be issued.
- Glass containers are prohibited except for wine bottles. Clients are encouraged to use cans or other non-glass containers. Cans should be recycled in the provided recycling bins. Clients must remove wine bottles from the park and dispose of them off-site.
- Alcohol must not be left unattended or overnight. The County is not responsible for alcohol that is lost, stolen, or goes missing before, during, or after an event.

#### Property Damage, Cleanup & Additional Charges:

- Facilities must be returned in the condition in which they were found. Excessive trash, spills, required cleaning beyond normal expectations, damage, or moving County-owned furniture (including picnic tables) will result in additional cleaning or damage fees (minimum \$250).

#### Rental Timeframes:

- The Client is authorized to use the facility only for the dates and times specified in this

Agreement. The Client will not have access prior to the stated start time and must vacate by the stated end time. Events that exceed contracted times will incur additional fees (minimum \$250).

Reservation Procedure:

- To reserve the facility on a definite basis, the Client must sign and return this Agreement with the required payment. Please include the facility name and event date on checks. Make checks payable to Forsyth County.
- A \$25 fee will be assessed for returned checks.

Acknowledgment:

- Please read this Agreement, Forsyth County General Parks Rules ([CLICK HERE](#)), and General Rental Rules and Regulations detailed above carefully before signing.
- All Clients must comply with general park rules, general rental policies, county ordinances, state laws, and the terms of the Facility Rental Agreement. Violation of any rule may result in immediate termination of the reservation or event and denial of future rental privileges.
- Forsyth County shall not be held liable to Client for any incidental, consequential or punitive damages. Forsyth County's total liability arising under this agreement or relating to Client's use of the facilities shall be limited to the total reservation fee.
- By signing below, the Client acknowledges and agrees to all terms and conditions in this Agreement and authorizes Forsyth County to charge the full reservation amount and any additional costs incurred while on County property as described herein.

## **HOLD HARMLESS AGREEMENT**

By signing the Client assume all risks associated with the use of park facilities and agree to release, indemnify, and hold harmless Forsyth County, its officials, officers, and employees, from any claims, damages, or liabilities arising from their reservation or event. Clients are responsible for the actions of all participants, vendors, and guests. Forsyth County shall not be held liable to Client for any incidental, consequential or punitive damages. Forsyth County's total liability arising under this agreement or relating to Client's use of the facilities shall be limited to the total reservation fee.

Park facilities are public spaces and will remain accessible to the general public outside of reserved areas.

**The Client acknowledges that they have read, understand, and agree to the supplemental Forsyth County policies listed on this form.**

**By signing below, I acknowledge that: (i) I am a Renter in the above-described rental agreement; and (ii) I have read, understand, and agree to the supplemental Forsyth County policies listed above.**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_