

**VILLAGE OF LAKE PARK
COMMON AREAS**

**PARKS POLICY
&
RESERVATION GUIDELINES**

Parks & Recreation Commission Policy for Common Areas
April 2011

CONTENTS

Introduction	3		
Parks Policy	3	Reservation Process Items	16
Parks	3	Application Review	16
Ponds	3	Application Response	16
Community Calendar	3	Back-Up Contact	16
Landscape Maintenance	3	Cancellation	16
Repairs	3	Cancellation without Notice	17
Reserved Events	4	Contact Person	17
Non-Private Nature of		Curfew	17
Common Areas	4	Damages	17
Carry In – Carry Out	4	Date Conflict	17
Food	4	Deadline	17
Portable Grills	4	Group Event	17
Trash	4	Illegal Activities	17
Pets	4	Injury Waiver	17
Pets & Playgrounds	5	Non-Profit	18
Common Area		Recurring Meetings Calendar	18
Reservation Policy	5	Recurring Meeting, Refundable Security Deposit	18
Paul Wolfcale Recreation		Refunds	18
Complex	5	Refundable Security Deposits	18
1. Community Center		Site Access	19
Building	5	Site Fee	19
Community Room	5	Rate Schedule	19
Kitchen	5	Community Center Reservation	
Chamber Room	5	Application Form	20
2. Community Pool Areas	5	Site Condition Reminders	
Pool Management	6	& Checklist	21 & 22
Public Access (Passes)	6	Fishing Permit	23
Lifeguards	6		
Membership Category			
Description Policy	6		
Pool Rules	7		
3. Basketball Court, Tennis Courts and Volleyball Court	9		
Field, Courts and Parks Rental			
Agreement	9		
Waiver, Release Form	14		
Village Square Gazebo	15		
3-Step Reservation Process	15		

INTRODUCTION

Residents and neighbors in our village share over sixty acres of Lake Park Common Areas. All year round, we enjoy unique landmarks, vistas, recreation and gathering spaces-- all well as lakes and parks – and all connected by a network of paved walkways.

The Park Policy & Reservation Guidelines 1) reflect the need to enhance, preserve, protect and maintain Lake Park Common Areas for the benefit of the entire community, and 2) offer groups the opportunity to reserve certain areas for meetings and special events of a non-profit nature. The Parks and Recreation Commission is committed to balance opportunities for reservations in the Common Areas with availability for general public use.

PARKS POLICY

Parks: Barnett Park, Founders Park, Lake Charles Pier, Russell Park, Veterans Park and several playground areas are open year round and are subject to maintenance by the Parks and Recreation Commission.

Ponds: The ponds in Lake Park have distinctly different features. One attracts arrivals at the entrance to Lake Park Road, a few feature fountains, or wildlife. From waterfowl to snakes, nature is part of Lake Park life.

Community Calendar: A calendar of community events and other reserved activities may be available on the www.lakeparknc.gov website. Checking the website calendar is recommended to keep aware of Lake Park activities.

Landscape Maintenance: In the interest of public safety, all Village of Lake Park (VOLP) Common Areas may be unavailable from time to time as needs arise for maintenance, enhancement or repair. Residents must use discretion to give landscape and maintenance crews space to operate their equipment. Be aware that machine noise inhibits the ability to hear approaching people or pets. The Parks and Recreation Commission provide a Landscape Maintenance service to the VOLP.

Repairs: Anyone may report repair needs to the Town Administrator or any member of the Parks and Recreation Commission, as soon as a need is discovered, via e-mail on the website Cheri.clark@lakeparknc.gov or by contacting the VOLP Office 704-882-8657. Any Common Area may be closed for repair and public access prohibited until the repair is complete.

Reserved Events: Common Areas that are available for reservation are described in the following sections of the Reservation Guidelines. All reservations are handled by advance arrangements through the VOLP.

Non-Private Nature of Common Areas: In reserving any Common Area, it is important to understand that access will not be prohibited to the community. Outdoor park spaces are open public areas. Anyone reserving any park area must expect that casual vehicle and pedestrian traffic will naturally occur during their event. It is wise to consider the effect of that natural activity upon the planned event, and whether the site is then appropriate to the event, before reserving the site.

Example: When a wedding is held in a park, it is part of the unique nature of this common area that passersby may stroll through the park alone, in groups, with baby carriages, bikes or pets. Such normal activity shall not be prohibited during a reserved activity.

It is understood that certain areas are pre-reserved at certain times for village events and those pre-reservations will take priority over other event bookings.

Example: Lake Park's Annual Fall Festival would take precedence over any other reservation application for Village Center Park on the same date.

Carry in – Carry out: Personal or recreational items may be brought into a park area for immediate use but must be removed as the users leave the park that same day. This includes, but is not limited to, such items as balls, pucks and, baseball bases, soccer goal nets, badminton items, croquet equipment, basketball hoop or t-ball stands, outdoor chairs, snack tables, umbrellas, picnic blankets, baby equipment, pet restraints, etc. Contact the VOLP Office promptly to inquire if a lost item has been turned in. Abandoned items will be disposed of at the discretion of the Village of Lake Park.

Food items may be brought into the parks on a carry in, carry out basis. Glass containers are not permitted. See General Ordinances Article Four – Littering.

Portable Gas Grills are permitted by special permit only. Contact Town Administrator for permit. Permitted grills must be 12 feet from any structure.

Trash: Trash receptacles are placed in parks to prevent unsafe, unsightly, or unsanitary litter. Common area users are encouraged to carry out odorous items such as food or pet waste, diapers, etc. to their own residential receptacles. Parks receptacles should never be filled above the brim.

Pets: Appropriate restraints are required for the protection of any domestic pet allowed out-of-doors in the VOLP common areas. Owners are responsible for clean up when pets are walked outside to keep common areas and residential properties safe and pleasant for

everyone. See General Ordinances Article Three – Public Parks within the Corporate Limits of the Village of Lake Park Section G: g.

Pets & Playgrounds: For child safety, absolutely no animals are allowed in, on or beneath any park playground equipment. All pets are to be restrained outside the curbs or natural borders surrounding playground equipment. See General Ordinances Article Three – Public Parks within the Corporate Limits of the Village of Lake Park.

COMMON AREA RESERVATION POLICY

Paul Wolfcale Recreation Complex

1. Community Center Building

The Community Center is a landmark building that provides the VOLP Government Offices as a center of operations for the Lake Park Village Council and Village of Lake Park. The Center also provides a Community Room, with an adjacent kitchen, for public use through reservations made with the Village Office.

The Community Room offers a 400-square-foot space (27' x 23'). Depending on how the Community Room is set up for an event, this space may accommodate up to 36 with table and chair seating and 72 people for auditorium seating. There are eight 170-volt electrical outlets, a carpeted floor, four arched windows, and a door to the building entrance hall. A second door, with steps, exits to the outdoor recreation area. There is no modem or telephone access in the Community Room. Use of Community Center rest rooms is included in a Community Room reservation.

The Kitchen has one door to the building entrance hall, a pass-through service counter into the Community Room, and a wall phone for emergency use.

The Chamber Room is reserved for meetings of the Village Council, Commissions and Committees. It is not designed for parties or youth group activities. Refreshments are not allowed in the Chamber Room.

2. Community Pool Areas

Lake Park has four adjacent pool areas at the Community Center. The Pools are normally open to the public between Memorial Day and Labor Day weekends. General public hours are customarily from 10 am – 8pm Monday through Saturday and between noon and 8 pm on Sundays during the pool season. Pool passes, for the season and for single day use, are available to the public, at resident and non-resident rates, from the VOLP and the pool Lifeguards.

Pool Management is a service of the Parks and Recreation Commission to enforce the ordinances and laws of the Village of Lake Park, the State of North Carolina, and the Union County Health Department, and to maintain a clean and safe environment, in the Pool Areas. Pool Management provides Lifeguards, maintains water quality, manages the pool pass program, monitors authorized admittance to the Pool Areas and manages all operational issues in the Pool Areas. Pool Management hires, trains, mentors, and regularly checks the performance and rotation of the Lifeguards. Pool Management regularly inspects and corrects pool conditions and maintenance.

Public Access to Pool Areas is regulated by a pool pass system and monitored by Lifeguards. Lake Park Pool Passes may be obtained through the Village of Lake Park and through the Lifeguards at the Pool Areas. Pool Passes or the Daily Walk-up Fees are required to enter the pool area. Both Day Passes and Season Passes are available. Admittance with a Pool Pass is on a first-come basis, and is regulated by the Lifeguards to monitor safe Pool Area capacity and to ensure authorized users have sufficient lifeguard protection. All persons entering or using the Pool Areas are subject to Pool Management, to the Pool Rules as posted at the Pool Areas, the VOLP Park and Recreation Policy Guidelines and to the instructions of the Lifeguards. Failure to comply with the Pool Rules results in the following warnings and actions:

First warning is a warning only.

Second warning results in the party being ejected from the Pool Areas for the remainder of the day.

Third warning results in the party being ejected from the Pool Areas for the remainder of the season. Membership will be refunded on a prorated basis.

Failure to leave the Pool Areas is considered trespassing.

Lifeguards are employees of the Pool Management service, which schedules lifeguard coverage based upon the number of users estimated at given times, and also sets the coverage needed for reserved events. Lifeguards are provided to maintain a safe and thereby enjoyable, pool experience. Therefore, anyone not carrying a proper Pool Pass, not abiding by Pool Rules in the Pool Areas, or exhibiting any behavior that may hinder or prevent any Lifeguard from carrying out their responsibilities, will be denied admittance to the Pool Areas.

MEMBERSHIP CATEGORY DESCRIPTION POLICY

INDIVIDUAL:

One adult person age 14 and up.

FAMILY:	Husband, wife residing at the same address and dependents (Children age 3 through 21 that are claimed on the main member's income taxes or insurance.) Grandparents and grandchildren (up to four) that stay the summer can join as a single-family unit.
SINGLE-PARENT/CHILD:	One parent or legal guardian household and one dependent. (Children age 3 through 21 that are claimed on the main member's income taxes or insurance.)
COUPLE:	Husband and wife residing at the same address.
SENIOR COUPLE:	Husband and wife age 55 and over.
SENIOR	Person 75 or older.

Children, under the age of three and accompanied by a paying adult, are free.

GUEST PASS: A seven-day pass purchased by a member during the pool season for guests. The Guest Pass can only be used when accompanied by a Season Pass holder. A Guest Pass must be purchased at the municipal office during the business hours of 9 a.m. until noon, Monday through Friday.

VILLAGE OF LAKE PARK POOL RULES

Pool Rules are for the safety of all pool users and to ensure mutual enjoyment. It is a public pool and special precautions are required that would be unnecessary in a private home pool, many of which are NC state mandated. All users must abide by the Pool Rules when in the Pool Area.

1. **PASS SYSTEM:** Pool Passes are required to enter the Pool Area. Passes must be current for the Season or Day they are issued. Applications and Passes are available at the Pool and the VOLP office.
2. **INJURY WAIVER:** All users must sign an injury waiver and abide by all the Pool Rules when they use the Pool Areas.
3. **RISK:** All persons using the Pool Area and Common Areas do so at their own risk. The Village of Lake Park is not responsible for any loss or any damage to personal property.
4. **CHILDREN:** Children under 12 are allowed in the Pool Area *only* if they have a valid pass *and* if an adult, also carrying a valid pass, accompanies them *and takes responsibility for their conduct*. The Lifeguards are not responsible for accompanying children under 12 at any time, including periods when swimming instruction is offered. Children must be accompanied at all times by the adult responsible for their care.

5. **YOUTH:** Youth between 12 and 16 are required to pass the Red Cross swimming test and show their Red Cross swimming test certification, in order to be admitted to the Pool Area without an adult. Youth and teens without the Red Cross certification are allowed in the Pool Area with a valid pass, only if an adult, also carrying a valid pass, accompanies them and takes responsibility for their conduct. See Lifeguards for test information.
6. **TEENS & COLLEGE-AGE ADULTS:** Pool Management and Lifeguards will not tolerate violations of the Pool Rules. Pool Management is familiar with special safety needs of various age groups and are particularly watchful of safe conduct and behavior when teens and college-age adults are present. Lifeguard discretion is the rule.
7. **ACTIVITY RESTRICTIONS:** Violators of any Pool Rules will be required to leave the Pool Area. Repeated violations will result in Pool Management confiscation of the violator's Pool Pass.
 - A. No running, pushing, wrestling or other rough or boisterous activity.
 - B. No abusive or profane language.
 - C. No distasteful displays of affection
 - D. No changing of clothing and undergarments, including diapers
(This activity is to be confined to the RESTROOMS provided for such purpose)
 - E. No diving.
 - F. No glass containers.
 - G. No alcoholic beverages.
 - H. No smoking.
 - I. No one with an open wound, inflamed eyes or other infection.
 - J. No child that is not toilet trained unless they are wearing approved swim diaper or a cloth diaper completely covered with a snug fitting waterproof diaper cover.
 - K. Appropriate gender bathing suits are the only acceptable apparel in any of the pools.
 - L. No pets, skateboards, roller blades and bicycles are allowed in the Pool Area.
 - M. Children, only when accompanied in the pool by a parent, may use water wings.
 - N. No extra chairs of any sort may be brought into the Pool Area
 - O. No poolside chair within 6 feet from the edge of any pool.
 - P. No swimming in a pool that is not authorized by the Lifeguard on duty.
 - Q. Floats are at the discretion of the pool management company.
 - R. Only pool toys of soft material are allowed on the pool deck and in the pool. All other toys are at the discretion of the pool management company.
8. **LIFEGUARD BREAKS:** All Lifeguards must each take a 10-minute break every hour on the hour. Everyone is required to come out of all the pool areas when the Lifeguards blow the break whistle and remain out of the water until the Lifeguards signal a return. Adult swims may be arranged at non-break periods at the discretion of the Lifeguard on duty.
9. **UNSCHEDULED CLOSING:** During inclement weather, the pool may be closed at the discretion of Lifeguards or Pool Management. All persons must leave the pool when any storms are present. The pools may be closed periodically if operating difficulties or repair service needs arise.
10. **TRASH:** Trash must be disposed of in the provided trash receptacles or carried out of the Pool and Common Areas.
11. **STORAGE AREAS & PUMP ROOM:** Only Pool Management and the Lifeguards on duty may enter the supply Storage Areas or Pump Room.
12. **SPECIALTY POOLS:**
 - A. **WADING POOL** is limited to children 5 and under, accompanied by an adult.

- B. KIDDIE FEATURE POOL is an active area and adult supervision is required of all children using the Kiddie Feature Pool.

13. SWIM TEAM: All pools will close at 2:00p.m. the day of the swim meet. The meets are scheduled for June 9th, June 13th, June 16th and June 23rd. Depending upon inclement weather a swim meet may need to be rescheduled.

Failure to comply with the Pool Rules results in the following warnings and actions:

- **First warning is a warning only.**
- **Second warning results in the party being ejected from the Pool Areas for the remainder of the day.**
- **Third warning results in the party being ejected from the Pool Areas for the remainder of the season. Membership will be refunded on a prorated basis. Failure to leave the Pool Areas is considered trespassing.**

3. Basketball Court, Tennis Courts, Volleyball Court

Use of these Sports Areas is on a first come-first play basis. As a courtesy to all waiting players, no individual or group may monopolize any Sports Area for longer than one hour. There are no fees associated with an hour of play at these sites.

Lake Park residents may arrange to reserve a Sports Area for non-profit tournament play, training workshops or lessons by reservation with the Village of Lake Park.

FIELD, COURTS AND PARKS RENTAL AGREEMENT

THIS AGREEMENT is made on the _____ day of _____, 20____ by and between the Village of Lake Park, North Carolina (hereinafter referred to as "VOLP") and _____ (hereinafter referred to as "Renter"). For and in consideration of the fees and expenses charged for the use of the premises more particularly described as follows: _____

_____ (hereinafter referred to as "premises")
VOLP hereby agrees to allow the use of the Premises for the benefit of Renter for the time specified and the purpose specified in the rental application, and Renter hereby agrees to the terms and conditions specified herein below:

1. Renter hereby acknowledges that he, she or they have had the opportunity to and have observed and viewed the Premises and aware of its conditions and fitness for the purposes which it is intended to be used by Renter.
2. Any application for rental and the policies, rules and regulations of the Premises as adopted by the Parks and Recreation Commission of the Village of Lake Park, North Carolina are hereby incorporated by reference as if fully set out and made a part of the Agreement.

3. Renter hereby acknowledges and agrees that he, she or they have been provided with and have reviewed the policies, rules and regulations of the Premises as adopted by the Parks and Recreation Commission of the Village of Lake Park, North Carolina.
4. Renter hereby acknowledges and agrees to abide by and follow all of the policies, rules and regulations of the Premises.
5. Renter hereby acknowledges and agrees that any single violation of the policies, rules and regulation of the Premises shall constitute a sufficient basis upon which terminate the use of the Premises.
6. Renter hereby agrees to notify for approval any use of the Premises in any way for profit or other benefit of financial value.
7. VOLP hereby agrees to allow Renter to admit or deny admittance to any person or thing that is not associated with its purpose for use of the Premises except those other persons allowed entry pursuant to the terms of this agreement.
8. Renter hereby agrees that neither they nor any agent, person or invitee shall engage in violation of State or Federal Law nor engage in any discriminatory act based upon age, race, religion, national origin, sexual orientation, public policy of the State of North Carolina or the United States of America, or other protected class of persons.
9. Renter hereby agrees that any member of the Village of Lake Park Village Council to include the Mayor of the Village of Lake Park, North Carolina or the Town Administrator of the Village of Lake Park may enter the Premises at any time before, during or after its use by Renter to determine compliance with the policies, rules and regulations of the Premises.
10. Renter hereby agrees that any member of the Village of Lake Park Village Council to include the Mayor of the Village of Lake Park, North Carolina or the Town Administrator of the Village of Lake Park may, in their sole discretion, determine that there has been a single violation of the policies, rules and regulations of the Premises.
11. Renter hereby agrees that any member of the Village of Lake Park Village Council to include the Mayor of the Village of Lake Park, North Carolina or the Town Administrator of the Village of Lake Park, after determining in their sole discretion that there has been a single violation of the policies, rules and regulations of the Premises shall have the authority to instruct Renter and all other persons to immediately vacate the Premises. Renter further acknowledges that any person who fails to vacate the Premises upon being directed to do so will be engaging in a legal trespass and Renter will appear and testify to such upon request in the event charges are filed against any individual. Renter further waives any claims for damages against VOLP or any of its officers, agents or employees resulting from the exercise of this authority.
12. Renter hereby agrees to allow admittance to any law enforcement officer or other governmental authority of proper jurisdiction for purposes of enforcing and applying the laws of the State of North Carolina or the United States of America.
13. Renter hereby agrees that neither they nor any person, agent, contractor, employee, invitee or guest shall make any alterations to the Premises for any reason but for those necessary for the purposes of use of the Premises and approved by VOLP. Any such alterations to the premises

solely for the purpose of use of the Premises which is approved by VOLP shall constitute damage to the Premises that renter shall be responsible for payment of any cost to repair or remove. It is expressly agreed that VOLP shall determine whether any damage has been done, the amount of such damage and the reasonable cost of repairing such damage and whether such damage is that for which Renter is to be held liable under the terms of this agreement. Such alterations that are prohibited shall include but not be limited to use of any nails, screws, hooks or tacks, or any other thing to be driven into any portion of the premises or the contents of the premises; use of any tape other adhesive to be affixed either to the interior or exterior of the premises or the contents of the premises; causing or permitting any changes, repairs, painting or staining of any part of the premises or contents of the premises; or engaging in the use of any equipment or tool to alter the appearance or condition of soil, shrubs, trees, benches, signs, poles or any other personal property.

14. Renter hereby agrees that VOLP shall not be held liable for any delays, failures or accidents which affect any services of the premises to include but not be limited to lighting, electricity, water for toilets, washrooms, drinking fountains and any other service provided by the premises.
15. Renter hereby agrees that, at renter's sole expense, renter shall provide such security and traffic control as required by the Town Administrator of VOLP based upon consultation with and/or the internal policies of the Union County Sheriff's Department. In the event security or traffic control is required by the Town Administrator of VOLP, Renter shall deal directly with the Union County Sheriff's Department to engage adequate off-duty Sheriff's deputies to provide such services.
16. Renter hereby agrees that there will be no assignment of this agreement to any other person or entity. Any assignment or other purported license conveyed by Renter for use of the Premises shall be void and shall terminate this agreement.
17. Renter hereby agrees that he, she or they will, at their own expense, comply with all laws, regulations, ordinances and requirements of all municipal, state and federal authorities that are effective during the term of the agreement pertaining to the use of the Premises.
18. If more than one person or entity has executed this Agreement as a Renter, the obligations of all shall be joint and several with each Renter assuming full liability and responsibilities for the obligations and terms herein.
19. Renter hereby agrees to indemnify, defend (with legal counsel satisfactory to VOLP), reimburse and hold VOLP harmless from, for and against all suits, actions, claims, costs, damages, liabilities and expenses (including attorneys' fees and court costs) arising from or out of, or in connection with, (i) any act or omission of Renter or any of Renter's employees, agents, contractors, invitees or guests, (ii) any default by Renter under this Agreement, (iii) the use or occupancy of the Premises, or (iv) any injury or damage to person(s) or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by any act, omission, negligence or misconduct on the part of the Renter or Renter's employees, agents, contractors, invitees or guests, or when any such injury or damage is the result, proximate or remote, of the violation by Renter or Renter's employees, agents, contractors, invitees or guests of any law, ordinance or governmental order of any kind.

20. Renter hereby agrees that he, she or they shall use the Premises at Renter's own risk. VOLP shall not be liable to Renter or any of Renter's employees, agents, contractors, invitees or guests or any other person for any loss, injury or damage to property or person occasioned by theft, casualty, force majeure or any other cause. All property placed on, in or about the Premises by, at the direction of, or with the consent of Renter or any of Renter's employees, agents, contractors, guests or invitees shall be at the risk of Renter or the owner thereof, and VOLP shall not be liable for any loss of or damage to said property resulting from any cause whatsoever.
21. VOLP reserves the right after expiration of time for which use of the premises was reserved to remove from the premises all effects remaining there and to store them wherever it sees fit in its name, or at its option and in its sole discretion in the name of the Renter, at the Renter's expense, cost and risk and VOLP shall not be liable in any way to Renter on account of so removing and storing those effects. For that additional period beyond the term of this agreement as any effects of Renter, its employees, agents, contractors, invitees or guests may so remain in the premises; VOLP shall be entitled to charge a reasonable sum per day for retention and storage. Any property left on or in the premises by Renter, its employees, agents, contractors, invitees or guests shall, after a period of thirty (30) days be deemed abandoned and become the property of VOLP.
22. Renter hereby agrees to release, discharge, hold harmless and indemnify, and covenants not to sue VOLP, its Village Council, its Mayor and any employee, agent, contractor, invitee or guest of VOLP as to any claims of injury, negligence, property damage, medical expense or economic losses arising directly or indirectly out of Renter's use of the Premises. This release of liability and agreement to indemnify to be broadly construed in favor of VOLP as allowed by law to include all claims and rights asserted by any party which arises directly or indirectly from Renter's use of the Premises.
23. Renter hereby agrees that as a condition precedent to use of the Premises VOLP may, in its sole discretion as determined by its Town Administrator, require proof of insurance in the form of a certificate that shows adequate insurance coverage for the purposes of use of the Premises and shows VOLP as an additional insured under the terms of the policy. Adequate insurance coverage shall be such amount as is deemed necessary in the sole discretion of the VOLP Town Administrator as is related to the purposes of use of the Premises.
24. Renter hereby agrees that if any provision of the Agreement is deemed to be invalid or not enforceable then all other provisions shall remain in full force and effect.
25. Renter hereby represents that all information provided on the Rental Application is true and accurate and gives permission to VOLP to use any and all such information for purposes of enforcement and compliance with this Agreement.
26. Renter hereby agrees that any additional expenses levied against Renter pursuant to the policies, rules and regulations of the Premises are due upon receipt of any notice of payment due therefore.
27. Renter hereby agrees that all damages which are a direct result of the use of the Premises by the Renter or any person present during the use of the premises by the Renter shall be the sole responsibility of the Renter. Damages attributable to the use of the Premises by the Renter shall be determined in the sole discretion of VOLP. Any monies paid out for the repair or removal of any damages sustained, as determined by VOLP, shall be paid back to VOLP by

Renter upon presentation of a receipt for the costs associated with the repair or removal of the damage.

28. VOLP reserves the exclusive and sole right to terminate this agreement for use of the Premises at any time 24 hours prior to commencement of use of the Premises and notice thereof may be communicated to any Renter listed on the application for rental by electronic means, in person, by voice mail or by United States Mail. In the event VOLP utilizes this provision of the agreement Renter will be entitled to a full refund of all deposit(s) previously paid to VOLP. Renter shall not be entitled to any other compensation, payment, damage or claim(s) which is a direct result of the termination of this agreement pursuant to this provision.
29. By signing the Agreement Renter hereby acknowledges that he, she or they have read all the terms and conditions contained herein as well as the policies, rules and regulations of the Premises.
30. In the event any term of this Agreement conflicts with the terms and conditions set forth in the policies, rules and regulations of the Premises then the terms set forth in the policies, rules and regulations of the Premises shall control.
31. The parties agree that this agreement shall inure to the benefit of and be binding upon the parties hereto, their assigns and successors in interest. This agreement contains the complete and total agreement between the parties and may only be altered or amended by the parties hereto in writing. This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Exclusive venue for any dispute arising under the terms of this agreement is conferred upon the General Courts of Justice of the State of North Carolina sitting in Union County, North Carolina.

IN WITNESS WHEREOF, the parties hereto, have caused this agreement to be duly executed, this the day and year first above written.

NAME AND ADDRESS OF ALL RENTERS:

Signature(s)

Print Name(s)

Address(es)

AUTHORIZED REPRESENTATIVE OF VOLP:

Signature

Print Name, Title

NORTH CAROLINA
LIABILITY,

UNION COUNTY
AGREEMENT.

WAIVER, RELEASE FORM

ASSUMPTION OF RISK AND
HOLD HARMLESS

In consideration of the opportunity to participate in one or more volunteer activities in the Village of Lake Park, North Carolina, and for other good and valuable consideration I hereby agree to the extent allowed by law to release, defend, indemnify and hold harmless the Village of Lake Park, North Carolina ("Town") and its employees, agents, representatives, and public officials from and against any and all claims, damages, causes of action, losses, costs, responsibility or liability for personal injury, including death, damage to or loss of property, and claims for worker's compensation whether or not any of the above arise from the negligence of the Town, that I may incur arising out of my volunteer activities in the Town. I acknowledge and understand that there are inherent risks associated with this activity and **I ASSUME ALL RISKS** associated with my voluntary participation on behalf of the _____ at all times I participate in any of their events, practices or any other activity including, but not limited to falls, bodily injury, drowning, contact with other participants, water conditions, effects of the weather (including extreme cold, rain, wind and other weather related conditions), traffic, and all conditions of the site or sites where the events, practices or any other activities take place, **ALL SUCH RISKS TO BE KNOWN AND APPRECIATED BY ME.**

I acknowledge that I have been informed, as evidenced by the signing of this agreement, to **SEEK THE OPINION, ADVICE AND DIRECTION OF A MEDICAL PROFESSIONAL** to determine my fitness and ability to engage in these activities before so doing.

The terms of this agreement shall also be binding as to any other persons, including all family members, heirs, executors, or administrators. I understand this is a binding contract that supersedes any other agreements or representations, and is intended to provide a comprehensive **RELEASE OF LIABILITY** but is not intended to assert any defenses that are prohibited by law. If any part of this agreement is deemed unenforceable, all other parts shall be given full force and effect.

I have carefully read and understand this agreement, and I am aware that by signing this agreement **I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

I sign this agreement of my own free will fully understanding what I am doing under no duress, threat, coercion or any other circumstance or inducement that might be asserted to be a basis for entry into this release against my will or without a complete understanding of what I am doing. I represent that I am over the age of 18 years and am under no legal constraint or impediment.

I, the undersigned, am legally competent to sign this release. **I HAVE READ THIS RELEASE AND UNDERSTAND ITS CONTENTS.** (If participant is under age 18, parent or legal guardian must sign.)
Agreed on this ____ day of _____, 2017.

BY:

Signature

Print Name

Address

__ I, being the parent or legal guardian of a minor under the age of 18 years signing above, having also read the above agreement and fully understanding its contents, approve of said minor's participation.

Signature _____ Print Name _____

WITNESS:

Signature _____ Print Name _____

The Village Square Gazebo

The Village Square Gazebo offers about a 750-square-foot recreational space in Town Center Park, including a roofed shelter and an open stage.

325 square feet are located under a roof shelter, over a raised 18' x 18' floor, and with a decorative railing around the perimeter. The railing is open on two sides of the gazebo where there are 4-5 steps down to ground level at each side. Depending on the event set up, the space may accommodate a maximum of 50 people standing in the roofed shelter at one time. An outdoor 170-volt electrical outlet is located at each of three corners of the gazebo.

400 square feet are located adjacent to the gazebo as raised 20' x 20' paved stage with 4 steps leading up to the gazebo on one side, and 2 steps leading to ground level sidewalk on all three open sides.

The shelter itself is not handicap accessible (having steps rather than a ramp). However, park benches and surrounding walkways are on ground level and the area may accommodate a canopy or garden tent for reserved events.

3-STEP RESERVATION PROCESS

1. PICK a date and site. Call Town Administrator to determine availability.
2. PREPARE the application. The event Contact Person is to review with the VOLP either at the Village Office or via website email to
 - a) Verify the space availability,
 - b) Obtain a copy of Parks Policy & Reservation Guidelines¹,
 - c) Clarify features and rules that apply to the site,
 - d) Arrange for an accompanied site review visit,
 - e) Obtain and attach insurance certificates from any musicians, caterers, cleaning services or other service providers participating in the event,

¹ Guidelines include an Application Form, Rate Schedule and Pool Rules, and other materials.

- f) Review any questions or concerns with the Village of Lake Park,
 - g) Waivers needed for organized play on courts, fields and parks.
 - h) Attach a schedule of any recurring event dates, and
 - i) Attach a schedule for any event planned to exceed 3 hours.
3. DELIVER completed application. The event Contact Person delivers a completed reservation application (including, as required, the correct deposit, insurance certificates, schedules, and signed rules) to the Village of Lake Park prior to the first reservation date.
- a) Application form must be signed by the event Contact Person.
 - b) Deposits may be provided in cash or by check made out to the “Village of Lake Park” and must be paid in advance of the first reservation date.

This process applies to both public and private event reservations.

RESERVATION PROCESS ITEMS

Application Review: The Town Administrator reviews application for completeness, ensures the deposit is correct, that the site is available at the requested time and the intended use is compatible with the site. The application may be forwarded to the Parks and Recreation Commission.

Application Response: The Village of Lake Park provides a decision to approve or deny an application. If approved, a Site Inspection Checklist will be provided. It is the responsibility of the Contact Person to be sure the Village of Lake Park’s Office has received any site fees and deposits with the application. Applications submitted without related site fees, deposits or attachments, are incomplete and cannot be considered or approved.

Back-Up Contact: An alternate to the Contact Person. If the Contact Person cannot be reached, for whatever reason, the Back-Up Contact bears the same responsibility and authority as the Contact Person. (See “Contact Person”, page 17)

Cancellation: The Contact Person will deliver to the Village of Lake Park, notice of an event cancellation. After an application has been approved, the Village of Lake Park may cancel only for just cause, and by delivering a written notice of cancellation, which describes that cause, to the Contact Person.

Cancellation Without Notice: Paid deposit fees are forfeited to the Village of Lake Park's Office if the Contact Person does not provide notice of cancellation.

Contact Person: The event Contact Person represents the group or event named on the application. The Contact Person is held responsible for the condition of the site, for the way it is treated and managed during the event, for timely payment of all fees or deposits that apply to the reservation, and for full compliance with the *Parks Policy & Reservations Guidelines*.

Curfew: Persons under 16 years of age are subject to the Lake Park curfew ordinance that only limits late evening outdoor activity when not in the company of an authorized adult 18 or over.

Damages: The Contact Person is responsible for any damage to any property owned by the VOLP during the setup, the event, or clean up for that event. If an indoor facility is left unlocked after the event, any damage occurring in that facility during the unlocked period is the responsibility of the Contact Person, the Group sponsoring the event, or the insurance company representing either the Contact Person or the Group if repair or replacement exceeds the Security Deposit for that reservation.

Date Conflict: The Village of Lake Park will consider complete applications on a first come, first serve basis, in the event that more than one complete application is received at the Village Office requesting the same, or overlapping, period. An event period begins at either set up or starts time, whichever occurs first; through the end or tear down time, whichever occurs last.

Group Event: Those attending are VOLP residents, with or without guest, who do not reside under the same roof as all the other members. Examples: VOLP Council meetings, a wedding and Fall Festival are all defined as "group events" of a non-profit nature for reservations purposes.

Illegal Activities: Illegal activity of any nature is prohibited at any time. Such activity will subject the individual or group to prosecution, as provided by law, and to the direction of any on-duty law enforcement officer or VOLP Parks and Recreation designee. That officer or designee is authorized to direct the event to cease and may terminate use of the reserved site. Refer to Village of Lake Park Ordinances.

Injury Waiver: All pool users are required to sign an injury waiver before using the pool facilities. Adults may sign for children under age 18. Lifeguards may deny access to anyone who fails to sign a waiver.

Non-Profit: Organizations with a 501-c certificate are non-profit and may raise funds for an educational or federally recognized non-profit purpose. The Village of Lake Park may require that any group that intends to charge any fees, sell tickets or sell products or services at their event, produce a 501-c certificate and a current tax exempt ID with their Reservation Application. The VOLP will accept a Reservation Application for a group or individual event that provides products or services for commercial gain. Each group or person may not rent more than once a month. Reservations may only be accepted one month in advance.

Lake Park Service Organizations such as Community Watch, Garden Club, HOA, SAGES, Scouts and Singles are except from rental fees. A yearly list of rental dates needs to be included with the Application.

Recurring Meetings Calendar: Any group that meets on a regular schedule is advised to attach a list of all meeting dates, for the next 12 months, with one Reservation Application. The list should include only the actual dates when a space reservation is requested. Recurring meetings may be as frequent as once per week, Monday – Thursday. Site Fees and deposits for the first date are to be included with the Application.

Recurring Meeting Refundable Security Deposits: Whenever a Refundable Security Deposit has been applied to restore the site, the Village of Lake Park notifies the Contact Person, in writing, and the Contact Person must replace the used cleaning fee amount. Payment must be made to the Village of Lake Park, within 30 days of the date of the notice, or before the Contact Person, or the group represented by that person, next uses the site; whichever occurs first. Unpaid site fees or deposits are grounds for the Village of Lake Park to cancel the remaining events approved for that Contact Person and for denying future applications for that Contact Person, or the group represented by that Contact Person for up to two years.

Refunds: Refundable fees and deposits will be mailed to the Contact Person within no more than 30 days following the last event on an approved reservation Application. The Village of Lake Park must receive written cancellation, signed by the Contact Person, in order to refund a Site Fee. Refundable Security Deposits are fully refundable for any reservation canceled in writing before the Contract Term before the event set up time, or start time, whichever is scheduled to occur first on the Application.

Refundable Security Deposits: See Rate Schedule for exact deposits. The Refundable Security Deposit is to be attached to, and delivered at the same time as, the application when it is delivered to the VOLP. The VOLP will notify the Contact Person in writing within 30 days of the reservation's Refundable Security Deposit being applied to a cleaning or repair.

Site Access: Access to the site will be provided for the time approved on the Application.

Site Fee: Site fees are set to assist in the higher maintenance costs to the VOLP that are directly related to certain sites which are subject to more frequent use as reservation locations. The condition of these sites is a premium value to the VOLP.

The site fee is to be attached to the Application, payable to the Village of Lake Park, and delivered to the Village Office together with the Application. A Site Fee becomes refundable if a cancellation notice is provided. (*See Cancellation, page 17*)

RATE SCHEDULE

All rates are for up to 3 hours of use. For each additional hour, add \$10.00 to the fee. Periods of use must be defined in the Reservation Application Form, by date and hours. If additional time is necessary for event set up or tear down, specify exact needs in the application. Once application is approved, date and hours are final. Refundable Security Deposits are required with all reservation applications.

	RESIDENTS	NON-RESIDENTS
COMMUNITY ROOM		
Reservation	\$ 55.00	\$ 90.00
Refundable Security Deposit	\$100.00	\$100.00
VILLAGE CENTER GAZEBO		
Reservation	\$ 30.00	\$ 100.00
Refundable Security Deposit	\$ 30.00	\$ 100.00

LAKE PARK COMMUNITY CENTER RESERVATION APPLICATION

Note: All Terms and Conditions of the Field, Courts and Parks Rental Agreement Apply to the Rental of the Community Center.

SITE REQUESTED: _____

Title of Event: _____

Event Date: _____

Attach a schedule of dates for recurring meetings (up to 12 months)

CONTACT PERSON:

Name: _____

Mailing

Address: _____

City _____ State _____ Zip _____

Day Phone: (____) ____ - ____ X____

FAX: (____) ____ - ____ X____

Eve Phone: (____) ____ - ____ X____

BACKUP CONTACT:

Name: _____

Mailing

Address: _____

City _____ State _____ Zip _____

Day: (____) ____ - ____ X____

Fax: (____) ____ - ____ X____

Eve: (____) ____ - ____ X____

Set Up Start Time: __:__ AM PM

Event End Time: __:__ AM PM

Event Start Time: __:__ AM PM

Tear Down Complete __:__ AM PM

Number of people expected: Group members _____ Event Guests and Visitors _____

- Is the event to be extended to Check one: Residents Non-residents Both
- Attendance will include ...Check all that apply: Adults Teens* Children*

*Teen and Children's Groups must have a designated adult (over) present throughout any reserved event, including set up and tear down hours.

WILL FOOD OR DRINK BE SERVED:

YES NO

++ Alcoholic beverages are prohibited from Common Areas ++ Portable grills are prohibited in all Common Areas ++

CATERER: _____

ADDRESS: _____

CITY/STATE _____:

DAY PHONE: _____

CONTACT: _____

ZIP: _____

WILL ANY OTHER SERVICE PROVIDERS BE ARRANGED?

YES NO

Musicians? Cleaning Service? Entertainers? Tent or other Equipment Provider?

Attach Full Payment if Refundable Security Deposit, Site Fee, or Security Deposit applies.

Attach Schedule for events over 3 hours or when multiple dates are requested.

I understand and will abide by all the rules that apply to this event as defined in the Parks Policy & Reservation Guidelines. I take full responsibility for leaving the site in the same condition it was released to me, for full payment of fees and for full provision of all certificates of insurance for services I, or anyone in my group, may arrange as part of this event. All payments, schedules, or other required documents attached which apply to this event.

SIGNED _____

Contact Person

DATE _____

Village of Lake Park

Common Areas

Site Condition Reminders & Checklist

Thank you for sharing our pride in the Village of Lake Park. Read this Checklist carefully. Ask questions if anything is unclear. Your cooperation protects your Security Deposit and makes every visit pleasant for your group and the folks who come tomorrow. This list just highlights features of the Parks Policy and Reservations Guidelines document, your personal reference to Lake Park Common Areas.

General Reminders

- Contact Person is to receive the Parks Policy & Reservation Guidelines.
- Contact Persons are responsible for the actions of their group and guests.
- Alcoholic beverages are not allowed on Lake Park public properties.
- Contact Person procures keys and returns them promptly and safely.
- Call the Town Administrator at 704-882-8657 to arrange your key pick up and return times, and to inquire about temporary storage of rental items, or any other questions about the site or policy.
- Make two checks payable to Village of Lake Park, one for the Site Fee (rental) and one for the Security Deposit (may be refundable after event inspection).

Community Center Reminders

- Smoking is not allowed in the Community Center.
- Candle or incense burning is not allowed in the Community Center.
- Your room reservation includes access to rest rooms and lobby.
- Craft activities using paint or glue are not allowed.
- All furniture and appliances are to be treated with care.
- Pins, tacks, nails, or masking tape may NOT be used to secure decorations or other items to the walls, ceilings, woodwork, or fixtures.
- Groups using the Community Room and Kitchen are to provide their own paper products and serving pieces.
- Any products or food items found in the cabinets are the property of the Village of Lake Park.
- Roller blades and shoes with taps are not allowed indoors because they damage the floor.
- Lobby and hallways are to be used only for entering and exiting. Coats and belongings must remain in reserved room only.

Monthly Rental Reminders

- Any payment due must be paid when the key is picked up.
- Meeting items may not be stored at the Community Center due to limited space.

Site Checklist

Kitchen Check Out Procedure:

- If any food was served, mop the floor and wipe all counter tops. A mop, broom and dustpan are located in the kitchen closet.
- Clean out the refrigerator of all food brought for your event.
- Tie garbage bags and place in the outside trash receptacles. Place a clean bag in the emptied trashcan. Extra bags are under the sink.
- Empty dishwasher.
- Make certain that all kitchen appliances are turned off.

Community Center Check Out:

- Return all tables and chairs to storage areas and stack carefully. *If scuffmarks, scratches or other damages occur to the walls, carpet, or furniture, the repair costs will be deducted from your security deposit.*
- Vacuum carpeted area. The vacuum is located in the Ladies Bathroom.
- Re-set the thermostats (Community Room) at:
 - 50 degrees Fahrenheit for winter conditions (heating)
 - 80 degrees Fahrenheit for summer conditions (air conditioning).
- Turn off all lights.
- Lock all doors and deadbolts; return the key the next business day.
- Set the alarm.

Gazebo Checkout Procedure:

- Sweep Gazebo benches, platforms and steps. Put debris in trash.
- Empty trashcan and place contents in the outside Community Center trash receptacles.

Fields, Courts and Parks:

- Leave areas clean.
- Empty trashcans and place contents in the outside Community Center trash receptacles.

The Event Contact Person is responsible for the facility for the reservation period.

Event Contact Person

Date

We recommend that the Event Contact Person review these highlights with the Village Office before the event. After the event, the reserved facility will be inspected, including items on this list. If nothing is amiss, the Security Deposit will be returned in full to the Event Contact Person. See VOLP Parks Policy and Reservation Guidelines for additional information

Follow Up Inspection Person

Date

Village of Lake Park Fishing Regulations

FISHING PERMITS

Fishing Permits are required for all anglers fishing from Village of Lake Park property. These permits are available at the Village of Lake Park Community Center. The Community Center is open from 9am-12pm, Monday thru Friday.

Lake Park Non-Resident Annual Individual Permit	\$20
Lake Park Resident Annual Individual Permit	\$2
Lake Park Resident Youth (15 and under)	Free

FISHING AND PERMIT REGULATIONS

Permits are issued on an annual basis. Permit year starts on January 1 and ends on December 31. No partial year permits are available.

Out of town guests, of residents, may fish using a resident's permit.

Permits must be carried and/or openly displayed when fishing.

Anglers using natural (digestible) bait in their county of residence are NOT required to have a state fishing license. Anglers fishing outside of their county of residence ARE required to have a state fishing license. A state license is required for anglers age 16 and older if artificial lures are used. State fishing licenses are sold at area sporting goods stores. One day and three day state fishing licenses can also be purchased.

Normal fishing season is year round, catch and release with artificial lures only. Special harvest and youth seasons are scheduled periodically to allow harvest in selected ponds. When designated for harvest, a pond or portion thereof, may be fished using natural baits and catch may be retained.

Minnows may not be used as bait.

Soil and water quality and composition of fish in the ponds will be monitored.

Fishermen must stash their trash. Containers are available throughout the parks.

Fishermen must obey the Village of Lake Park Ordinances, which regulate behavior in the public parks and ponds.