



## Terms and Conditions Applicable to the Use of City Hall

1. **User.** All applications must be signed by an individual. The applicant should identify the civic organization or other group represented. Both the individual and the group (“user” or “users”) identified will be responsible for full compliance with this agreement.
2. **Fee.** Generally there is no fee for the limited use of a single conference room for less than four (4) hours, provided the use is during the normal workday and does not interfere with City Hall operations. Otherwise, unless the fee is specifically waived by the City Manager, the user will pay those fees set out on the Fee addenda to be filled out by the City and attached to this Agreement.
3. **Special Equipment.** Sound equipment, projectors, VCRs and electronic equipment cannot be provided by the City nor does the City provide glassware, tableware, service ware or other specialized items. On a limited basis, however, the City can provide tables, chairs, tents and staging. The applicant is solely responsible for determining the availability of any special equipment and arranging its use through the Morganton Recreation Department by contacting Gary Leonhardt at (828) 43805251. Special fees may apply.
4. **Damage.** The user is solely responsible, assumes liability for and will reimburse the City for:
  - a. Any damage to the City Hall building, its contents and the personal property belonging to the City to which the user has access during the event, and
  - b. Accidents, personal injury, bodily injury, death or any other type of injury to the applicant and/or its guests, invitees occurring during the event or during the time that the user has access to City Hall
5. **Hours.** All events scheduled at night shall conclude by 10:00 p.m. and any required cleanup by 11:30 p.m. of that same evening.
6. **Set-up and Clean-up.** User may have access to the City Hall lobby and break room for set-up two (2) hours prior to the commencement of the event. Clean-up is expected to end no later than 1 ½ hours after the event concludes. All food and beverages, plates, cups, and service ware must be removed by the caterer or by the user. Unless the applicant makes prior arrangements with and pays the fee associated with City janitorial services, floor cleaning, vacuuming, cleaning of spills and other standard cleaning services must be arranged by the user so that the premises are returned to their normal condition immediately after the event. City janitorial and clean-up services are not available for all events at all times and it is the applicant’s sole responsibility to make the necessary arrangements if City clean-up is expected.
7. **Smoking.** There is no smoking inside City Hall or in any of the facilities provided.
8. **Decorations and Wall Attachments.** The applicant is solely responsible for decorating the facility and the removal of the decorations at the conclusion of the event. Pictures, banners, flags, posters and other items for display shall not be attached to the walls or to any other part of the facility in any permanent manner except by using the available channel and J-hangers. There is no exception to this rule. Existing City pictures, sculptures, etc. may not be removed or taken down.
9. **Parking.** There is a limited number of public parking spaces in and around City Hall that may be used for such events; however, during normal City Hall business hours, the parking spaces available for public parking adjacent to the water tank may not be used for event parking. During other hours, those parking spaces may be used for event parking, but those spaces assigned to Gaston Chapel Church or to other occupants of the Premiere Building may not be used except with the consent of the individuals in charge of those spaces.
10. **Security.** The City does not normally provide security for private events. Security may be arranged through the Department of Public Safety and the fees for that security will be handled by the Department of Public Safety.

11. **Interpreters.** The City does not provide interpreting for the hearing impaired for non-City sponsored events.
12. **Cancellation.** In the event of a substantial violation of this Agreement by the User the city reserves the right to cancel this Agreement and to terminate the event without notice and without liability to the City.
13. **Limited Use of Certain Facilities.** Certain areas of City Hall are secured areas. For that reason, the MIS room, the large upstairs conference room and the small upstairs conference room will normally only be available for use during working hours or unless an employee of the City having normal access to those areas is a participant in the event.
14. **Miscellaneous.** The courtyard area is not under the control of the City and is subject to the control of the Developer/Owner's Association and may be subject to special conditions and restrictions. A User may arrange the use of the courtyard by contacting:

Barry Stock  
Stock Properties  
305 E. Union St., Suite B119  
Morganton, NC 28655  
Office Phone: (828) 437-7500  
Fax: (828)-437-4026

Furthermore, because City Hall is part of a larger project that has certain restrictions applicable to it, no part of the Premiere Project may be used for obscene or indecent purposes or for purposes that are intended to spread bigotry or racial hatred.

15. **Contact Person.** To avoid any misunderstandings, the User should confirm the reservations on the last working day prior to the date of the event by contacting: Kelly Russell (828) 438-5228.
16. **Guests Including Children.** The User is responsible for confining the event to the areas designated and to the nearest restroom. Guests, especially children, must not be allowed access to areas of the City Hall not scheduled for the event and children must not be allowed to play on stairs, near railings or to climb on walls, furniture, the elevator or other areas where an accident might occur. Neither the user nor guests shall touch the walled security devices.
17. **Capacity Requirements.** The Department of Public Safety establishes the capacity for City Hall and the capacity, as posted, may not be exceeded. For those events involving the erection of booths and the display of merchandise and other materials, the User may be required to arrange for special inspection by the Department of public Safety to make sure that movement through aisles, doorways and other safety requirements are observed.