

**APPLICATION: Facilities Use Agreement – Wentworth Town Park**

Limited information (Client name, contact information, event date) contained on this form is subject to the North Carolina Public Records Law (NC General Statute 132-1) and may be disclosed to third parties upon request.

Social Security numbers, credit card information, and driver’s license information will not be disclosed.

Requested Day & Date of Event: \_\_\_\_\_

Amenity Requested:  Picnic Shelter  Stage/Amphitheatre  Entire Park

Set-up begins at \_\_\_\_\_ a.m. / p.m. Event begins at \_\_\_\_\_ a.m. / p.m.

Event ends at \_\_\_\_\_ a.m. / p.m. Clean-up ends at \_\_\_\_\_ a.m. / p.m.

Name of Event: \_\_\_\_\_

Type of Event:  Banquet  Birthday  Concert  Farmers Market  Field Trip  Play

Other (specify): \_\_\_\_\_

Number attending event: (adults) \_\_\_\_\_ + (children) \_\_\_\_\_ = TOTAL: \_\_\_\_\_

**PRICES - Shelter: \$25/hr for Wentworth Residents; \$31.25/hr for non-residents/ Amphitheater: \$50/hr for residents; \$62.50 for non-residents**

Will guests/participants at this event be charged an admission fee?  Yes  No

Will a caterer be employed for this event?  Yes (If Yes, read and review Rules and Regulations, Section S, paragraph 69)  No

Does the applicant plan to serve alcoholic beverages at the event?  Yes  No

(If, Yes, the applicant must be in compliance with Chapter 18B of the North Carolina General Statutes, the North Carolina Alcoholic Beverage Control (ABC) Commission, and all requirements set forth in the Rules and Regulations of the Wentworth Park.)

For whom is the applicant applying for Facility Use?  Self  Organization

**Applicant Information**

**Organization Information (NA if not applicable)**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone  cell/ home/ business: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Phone  cell/ home/ business: \_\_\_\_\_

Web Address: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Driver’s License #: \_\_\_\_\_

Method of Payment is credit card only.

Credit Card:  Master Card  Visa  Discover  American Express

Card Number:     -     -     -

Card Expiration Date: \_\_\_\_\_ Card Verification Number (CVC2/CVV2/CID/etc.): \_\_\_\_\_

I hereby authorize the Town of Wentworth to bill my credit card account listed above for any and all charges as defined under the Rules and Regulations for the Wentworth Town Park Approved by Town Council, Section S. Special Event/Facilities Use/Rental.

Signature: \_\_\_\_\_ Name as it appears on card: \_\_\_\_\_

Amount Charged: \$ \_\_\_\_\_ Date: \_\_\_\_\_

1. All payments, once received by the Town, are non-refundable if client cancels event.
2. The Liability Release and Express Assumption of Risk requires signatures and appears on the back of this Application.
3. A copy of the Regulations for the Use of Wentworth Town Park including Rules and Regulations for the Wentworth Town Park Approved by Town Council, Sections A – S, paragraphs 1 – 71, accompanies this application.
4. In the event the applicant is planning an event in which alcohol may be served, a copy of the Special One-Time Permit through the North Carolina ABC Commission form, which is available at <https://portal.abc.nc.gov>, and a copy of the State of North Carolina Criminal Record Search form, which is available at <https://www.nccourts.gov>, may be required. Both forms are also available by request at the Wentworth Town Hall. If required, Applicant is responsible for submission of these forms and all associated costs and fees. Chapter 18B of the North Carolina General Statutes must be followed.

## Liability Release and Express Assumption of Risk

For and in consideration of the use of the Wentworth Town Park, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors, and assigns, that the Town of Wentworth and its insurers, employees, agents, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my dependents in, on, or about the premises, regardless of whether such injuries result, in whole or in part, from the negligence of the company.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries damages (both economic and non-economic) and losses of any type, which may occur to persons or property which may occur, directly or indirectly, as a result of my use of the Wentworth Town Park regardless of when the damage, injury, or loss occurs. I hereby agree to forever release and discharge the Town of Wentworth, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the use of said equipment and facilities regardless of when the injury occurs.

I expressly agree to indemnify and hold harmless the Town of Wentworth, its insurers, employees, agents, officers, directors, and associates against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise, either directly or indirectly, from my use of the Park.

Furthermore, in signing this agreement, I hereby agree to comply with and abide by the laws applicable to the serving of alcoholic beverages at my event. I acknowledge that the service provider accepts the responsibility and reserves the right to refuse alcoholic beverages to any individual that appears intoxicated.

I hereby personally assume all risks in connection with my actions and those of any service providers I hire while on the Park property and for any harm, injury or damage that may befall me or those of any service providers, whether foreseen or unforeseen.

I further state that I am of lawful age and legally competent to sign this liability release. I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS FACILITY USE AGREEMENT AND LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT IN ITS ENTIRETY BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS. IN THE EVENT THAT ANY INFORMATION I HAVE PROVIDED WITHIN THIS CONTRACT IS FOUND TO BE FRAUDULENT, ALL MONIES COLLECTED WILL BE FORFIETED AND THE EVENT WILL BE CANCELLED.**

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**Signatures:**

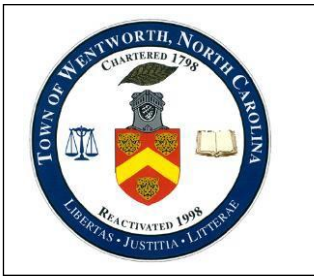
X \_\_\_\_\_ X \_\_\_\_\_  
Client/Renter Signature Printed Name Date

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**Town of Wentworth – Staff Use Only:** \_\_\_\_\_  
Title

X \_\_\_\_\_ X \_\_\_\_\_  
Staff Signature Printed Name Date

*Return application in person to the Wentworth Town Hall at 124 Peach Tree Road. You may also return the application with payment included by email to [townhall@townofwentworth.com](mailto:townhall@townofwentworth.com), or by fax at 336-342-0322.*



# Regulations for the Use of Wentworth Town Park

**FAILURE TO ABIDE BY THESE RULES MAY RESULT IN REMOVAL AND  
SUSPENSION FROM THE PARK AND, WHEN WARRANTED, ARREST**

**Regular Daily Hours of Operation: Sunrise to Sunset  
Video Surveillance is in use 24/7**

## ACTIVITIES

Motorized vehicles are restricted to driveway and parking areas. The trail is for foot traffic only. When using the trail, please stay on the trail.

Skateboards, rollerblades, roller skates, and gas/electric powered and remote control hobby cars, planes, and drones are prohibited.

Camping is prohibited. Tents may not be erected. Fires are restricted to the provided grill enclosures. Excavation is not allowed.

Unless approved in writing by the mayor or staff, vendors and guests are not allowed to conduct business or post promotional materials on the park premises.

## SUBSTANCES

Alcoholic beverages and illicit substances are restricted.

## DEVICES

No visible firearms. Fireworks, slingshots, bows-and-arrows, blowguns, crossbows, air guns, rockets, laser pointers are prohibited.

## ANIMALS

Pets and service animals are permitted when leashed and under the strict control of the owner. No aggressive or dangerous animals are allowed.

## CHILDREN

Parents are responsible for supervising the activities and safety of their children at all times.

## LITTER AND PET WASTE

No littering or dumping is permitted on park property. Guests are responsible for properly disposing of all trash, garbage, pet waste, and recycling.

## NUISANCE

No one shall undertake any noxious or offensive activity in the park or engage in any activity that may become an annoyance or nuisance to other park guests or neighbors, including, but not limited to, excessive noise.

## AFTER HOURS ACTIVITY

No trespassing after the park is closed. Trespassers are subject to arrest. Report any damage, abuse, or neglect to the Wentworth Town Hall as soon as possible (**Telephone: 336-342-6288** / email: [townhall@townofwentworth.com](mailto:townhall@townofwentworth.com)). **If you witness a crime or suspicious activity, please call 9 1 1.**

Special Events, including after-hours events, may be scheduled by approved application to Town Hall.

# **Rules and Regulations for the Wentworth Town Park**

**Approved by Town Council May 4, 2021**

Please act responsibly while visiting our park. Guests who fail to follow park rules, act responsibly, or respect others are subject to removal, suspension, and arrest.

## **A. DAILY HOURS OF OPERATION: Sunrise to Sunset**

1. The entrance and exit gates of the Wentworth Park will be opened at sunrise and closed at sunset by the Rockingham County Sheriff's Office. When the gates are locked, the park is closed to the public.
2. In addition to site visits and drive-thru, the Wentworth Park is monitored by the Town of Wentworth and the Rockingham County Sheriff's Office using video surveillance.
3. Special Events, After-Hours Events, and Scheduled Leasing Events are by application to and approval from the Town of Wentworth, which owns and operates the park.
4. Inclement weather (high winds, ice, rain, snow, etc.) may necessitate closure of the park.

## **B. AFTER HOURS ACTIVITY**

5. No trespassing when the main gates to and from the park are closed. Trespassers in the park after hours are subject to arrest and prosecution.
6. Please report any damage to or abuse of the park structures or grounds to Town Hall (336.342.6288) as soon as possible.
7. If you witness a crime, please call 9 1 1 immediately.

## **C. ACTIVITIES**

8. Motorized vehicles are restricted to driveway and parking areas.
9. Bicycles and tricycles are welcome.
10. Skateboards, rollerblades, and roller skates are prohibited.
11. Gas powered, remote control, and battery powered hobby cars, planes, drones, and vehicles are prohibited.
12. Vendors are allowed to conduct business on park premises only during approved Special Events for which application has been made to and authorization is given by Town Council.
13. Camping is not permitted without authorization by Town Council under Special Events Guidelines.
14. Tents are not allowed without authorization as defined under Special Events Guidelines.
15. Temporary canopies are allowed for daily use.
16. Fires may only be built in the grill enclosures provided at the park.
17. Excavation is not allowed. (Dig no holes.)

18. Gambling is not allowed.
19. Promotional materials may not be posted.

#### **D. CHILDREN**

20. Parents are responsible for supervising the activities and safety of their children at all times.
21. For groups, a minimum of one supervisor/chaperone per ten children is suggested.

#### **E. LITTER**

22. No littering or dumping is permitted on park property.
23. Guests are responsible for properly disposing of all trash, garbage, pet waste, and recycling.

#### **F. NUISANCE**

24. No one shall undertake any noxious or offensive activity in the park or engage in any activity that may become an annoyance or nuisance to other park guests or neighbors, including, but not limited to, excessive noise.

#### **G. DEVICES**

25. No visible firearms.
26. Fireworks, slingshots, bows and arrows, blowguns, crossbows, air guns, rockets, laser pointers, and any similar devices, recreational or otherwise, are prohibited.

#### **H. DOMESTIC ANIMALS**

27. Pets are not permitted without being on a leash.
28. Service animals specifically trained to aid a person with a disability are permitted and must remain under the control of the handler at all times.
29. Pet and service animal owners are responsible for removal of pet waste deposited at the park or neighboring Town Hall property.
30. No aggressive or dangerous pets are allowed.

#### **I. PICNIC SHELTER**

31. Generally, the picnic shelter is open to the public on a shared-by-all basis.
32. By approved application, groups may reserve use of the picnic shelter for short-term group events. During such events, the site will be posted announcing the event.
33. The use of nails, screws, adhesives, staples, tacks, or any other anchoring device or substance is not permissible on the structure of the picnic shelter.

#### **J. PLAYGROUND**

34. "Play Smart" rules are posted at the playground area.
35. Unless otherwise posted at the time, the playground is open to the public whenever the park is open to the public.

#### **K. RESTROOMS**

36. Restroom facilities are open to the public whenever the park is open and cleaning and maintenance is not underway.
37. Access is controlled by a remote lock system.

38. Please use these facilities responsibly.
39. Please assist in maintaining clean, safe, and well-stocked restrooms.
40. Please report to Town Hall when supplies are lacking or in short supply.
41. Please report to Town Hall if cleaning or maintenance has not been maintained.

#### **L. WALKING TRAIL**

42. The walking trail is intended for foot traffic only and is open to the public when the park is open.
43. When walking the trail, please keep to the trail.
44. When walking the trail, please be mindful that wildlife (deer, turkey, snakes, moles, raccoon, opossum, bear, etc.) have been sighted in and around the park.
45. All vehicles are prohibited from use on the trail.

#### **M. STAGE/AMPITHEATER**

46. The stage is intended as a public performance structure.
47. Special events may be scheduled on the stage as defined in Special Events Guidelines.
48. The use of nails, screws, adhesives, staples, tacks, or any other anchoring device or substance is not permissible on the structure of the stage.

#### **N. YARD HYDRANTS**

49. Yard hydrants are located near the picnic shelter and the stage.
50. Ordinarily these water sources are locked, and water from the yard hydrants is intended for park maintenance only and not for drinking.

#### **O. VEHICLES**

51. Vehicles should be locked when unattended.
52. The speed limit for vehicles operating within the park is seven miles per hour (7 MPH).
53. Vehicles remaining in the park after the park is closed may be towed at the owner's expense.
54. Owners and operators are solely responsible for vehicles and all items left inside.

#### **P. SUBSTANCES**

55. Possession and consumption of alcoholic beverages and illicit substances are prohibited.
56. During Special Events and After-Hours Events for which an application has been submitted and approved by Town Council, alcohol may be dispensed and consumed at the park site provided the following conditions have been met:
  - a. The Town of Wentworth will neither dispense alcoholic beverages nor contract with a licensed agent to dispense alcoholic beverages at the park.
  - b. The client/renter must be in compliance with Chapter 18B of the North Carolina General Statutes, all requirements of the North Carolina Alcoholic Beverage Control (ABC) Commission, and all requirements set forth herein the Wentworth Park Rules and Regulations Section S, Special

Event/Facilities Use/Rental, paragraph 70,"Special Events and the serving of Alcoholic Beverages at the park."

57. Public intoxication is grounds for removal of a guest from the park.

**Q. Public Wi-Fi**

58. Public wi-fi is available.

**R. Wildlife and Flora**

59. Observe but keep your distance.

**Sections A through R, consisting of items 1-59 above, deal with general park regulations.**

**Section S, items 60 through 71 below, provides additional provisions specifically related to Special Events, Facilities Use, and Rentals regulations.**

### S. Special Event/Facilities Use/Rental

60. Three areas are subject to short term rental as defined in the Wentworth Town Park Facilities Use Agreement guidelines:
  - a. Picnic Shelter
  - b. Stage/Amphitheater
  - c. Park in its Entirety
61. When a Short-Term Facility Use Contract is in force during regular hours of park operation (Monday through Sunday, Sun Rise to Sun Set), the area under contract is reserved for sole use by the client. All other areas of the park remain open to use by the general public.
62. The following rate schedule applies:
  - a. Picnic Shelter
    - i. Wentworth Resident - \$25.00 per hour
    - ii. Non-Wentworth Resident - \$31.25
  - b. Stage/Amphitheater
    - i. Wentworth Resident - \$50.00 per hour
    - ii. Non-Wentworth Resident - \$62.50
    - iii. Advertising on Town Hall Digital Sign - \$10 per week
  - c. Park in its Entirety (**Weekdays Only**)
    - i. Wentworth Resident, ½ day - \$300.00
    - ii. Non-Wentworth Resident, ½ day - \$375.00
    - iii. Wentworth Resident, full day - \$500.00
    - iv. Non-Wentworth Resident, full day - \$625.00
    - v. Advertising on Town Hall Digital Sign - \$10 per week
63. The client who is part of the Facility Use Agreement is financially responsible for the total cost of any damage to park property caused by event participants.
64. A credit card is required to secure facility use. If damage to the park occurs resulting from the facility use, the Town may charge the repair and/or cleanup costs to the credit card on file with the contract. The Town may allow the applicant/renter/client to address issues before applying charges to the credit card on file.
65. Facility Supervision: A staff or Town Council member will be “on call” during rentals to handle situations that may arise and will provide assistance as needed.
66. The janitorial service, which contracts with the Town, will keep the restroom facilities stocked during an all-day, entire park rental.
67. The client is responsible for clean-up after a rental event.
68. The client may contact the following Town officials or staff who will be responsible for addressing questions, concerns, or issues that develop during a facility usage event (Contact information will be included on the completed Facility Use Application):
  - a. During regular Town Hall business hours – Employed Administrative Staff at Town Hall, 124 Peach Tree Road (336) 342-6288.



- b. During outside Town Hall business hours – Assigned Staff and/or Town Council members will be on call, **(336) 342-6288 ext.1.**
69. Catered food and mobile food services must be health department-inspected and permitted and provide proof of appropriate insurance to be permitted as a food service provider at the park.
70. Special Events and the serving of Alcoholic Beverages at the park.
- a. The legal drinking age in North Carolina is 21 years old. Bartenders will card as necessary.
  - b. Alcoholic beverages are limited to beer, wine and champagne. The Town of Wentworth currently does not allow liquor to be sold by the drink.
  - c. Self-serving alcoholic beverages are not allowed.
  - d. Servers may neither consume nor be under the influence while tending bar.
  - e. Client must obtain a Special One-Time Permit through the North Carolina ABC Commission. The Special One-Time Permit also requires a State of North Carolina Criminal Record Search be submitted to the Clerk of Court in Rockingham County regarding the applicant. The Town of Wentworth has copies of each document on file or the applicant may acquire them on-line.
  - f. Drink tickets must be pre-sold and may not be sold on site. The client and/or server is in charge of and responsible for determining how many drinks a patron may have.
  - g. Alcohol may not be served for the last 30 minutes before the closing of a special use event.
  - h. Client scheduled and paid, off-duty, Rockingham County Sheriff's deputies or Town-approved private security company officers are required on site during the course of any event when alcohol is served or when monetary exchange for guests' admittance into the event occurs.
71. In addition to opening and closing the park, the park is regularly patrolled by the Rockingham County Sheriff's Office, with whom the Town of Wentworth contracts for law enforcement services.
- a. A minimum of one deputy/private-security-officer is required for designated special events. The Town may require additional deputies/private-security-officers by using the same formula used by the Rockingham County Sheriff's Office for special events.
  - b. Deputies or officers providing security for an event where alcohol is served may neither consume nor be under the influence of alcohol during the event.