



## Buncombe County Parks, Greenways and Recreation Services Facility Use and Fee Regulations Form

- Buncombe County sponsored events and programs have priority use over private individuals or groups. All other facility rentals will be granted on a first come first serve basis.
- All Buncombe County Parks are NO SMOKING facilities.
- No items may be sold at any Buncombe County Parks, Greenways and Recreation Services (BCPG&R) facility without a contract with BCPG&R.
- All events must be reserved through the BCPG&R office. All events not cleared through this office will not be acknowledged and any conflicting event cleared through the BCPG&R office will receive priority.
- Events over 50 persons in size shall be required to provide proof of insurance. The BCPG&R Director has the ability to waive the requirement based on evidence demonstrating a low risk of liability to the County and with the consent of the County's Risk Manager.
- In order for a facility to be reserved, a *Facility Use Application* must be completed and filed with the BCPG&R office prior to the facility use date.
- The total usage fee must be paid at the time the application is filed. Failure to do so will result in a null application. In the event of a cancellation, a refund of 75% of the total cost will be refunded for cancellations made at least 30 days prior to the date of usage. No refund will be issued for events cancelled less than 30 days prior to the scheduled event.
- Full refunds will be issued at the discretion of BCPG&R for events cancelled or postponed due to inclement weather. BCPG&R reserves the right to refuse a refund if it is determined that weather did NOT play a significant role in the cancellation or postponement.
- BCPG&R has no storage area for equipment and is not responsible for any theft or damage to personal equipment and belongings at any County facility. Do not leave equipment, personal items, picnic supplies, etc. unattended.
- Any party, person, organization, group or assemblage of persons using any facility in a manner contrary to or violating any of the rules and regulations of the County, State, Federal or other governmental authority or terms of the contract shall, at the option of BCPG&R become banned from any future or immediate use thereof and any permit issued or agreement made for such shall forthwith, at the option of BCPG&R, be cancelled, null and void. No refund will be issued.
- No park apparatus may be removed or displaced by the Lessee without permission from and under the supervision of the BCPG&R Director or her designated representative. Any apparatus so removed or displaced must be replaced to the satisfaction of the BCPG&R Director by the Lessee before departing from the property.
- Utilities will not be furnished by BCPG&R.

- BCPG&R requires a 10% percentage of ticket sales and/or parking for events selling admission.
- Organizations leasing the facilities are responsible for the adequate clean up of the facility. Organizations are also responsible for any damage that occurs because of direct or indirect usage of the facility.
- It is understood and agreed that the County of Buncombe is free of liability for personal injury or property damage claims that may arise or occur during the schedule use of the facility by lessee and that no cause of action shall accrue to organization, its users, participants, guests or spectators for injuries or property damage of any kind whatsoever arising from use of the facility by lessee organization. Applicant agrees to hold Buncombe County, its agents and employees harmless from all such claims for personal injury or property damage.