

5049 Highway 306 South
P. O. Box 185
Grantsboro, NC 28529
(252)249-1851
www.pamlicocc.edu



Rental/Use Agreement

Request for use of the Pamlico Community College Ned E. Delamar Center

Thank you for choosing the Ned Everett Delamar Center for your event. Applications for using the facility can be found in PCC's Business Office located in the Johnson Building, at www.pamlicocc.edu, or by contacting the Delamar Center Coordinator, Denise Meyerson at 252-249-1851 x3113, the Assistant Delamar Center Coordinator, Kimberly Taylor at 252-249-1851, x3022, or by emailing delamar_rental@pamlicocc.edu. Please read the Facility Use Policies & Procedures and inquire with any questions.

Non-Profit Organizations Rental Information-

If your organization is non-profit, please contact Dr. Jim Ross, President of PCC, at 252-249-1851 extension 3007. Non-profit organizations from Pamlico County are permanently exempt from rental costs. There is a refundable security deposit of \$100 required. Use of the facilities will be reserved on the Delamar calendar once the security deposit of \$100 is received. If rental of the facilities is made via phone, you will have (5) business days to pay the security deposit or that date will no longer be reserved. The security deposit will be returned within (10) business days of the event, assuming there are no damages. Payment can be made in cash, by credit card, or by check.

For-Profit and Private Organizations Rental Information

Please contact the Delamar Center Coordinator, Denise McDermott at 252-249-1851 x3113, the Assistant Delamar Center Coordinator, Kimberly Taylor at 252-249-1851, x3022, or email delamar_rental@pamlicocc.edu. The cost to rent the Delamar Center is \$450 for an event rental of 8 hours, an additional \$60 per hour for hours in excess of 8 hours, and \$60 per hour for events of 7 hours or less. The 8 hour event rental includes set-up time (i.e., an event will last 8 hours and setup time needed is an additional 3 hours; rental cost will be \$630.00). There is a required refundable security deposit of \$100. Use of the facilities will be reserved on the Delamar calendar once the security deposit of \$100 is received. If rental of the facilities is made via phone, you will have (5) business days to pay the security deposit or that date will no longer be reserved. All Facilities Use Applications and Rental Agreements must be completed and submitted to the Delamar Center Coordinator within (10) business days of the event. Final payment is due at least three (3) days in advance of the event. Payment can be made in cash, by credit card, or by check.

Checks should be payable to Pamlico Community College and mailed/delivered to:

**Pamlico Community College
Delamar Center Coordinator
PO Box 185, Grantsboro, NC 28529-0185**

To pay by credit card, please contact
Denise McDermott at 252-249-1851 x3113 or Kimberly Taylor at x3022

FACILITIES USE AND PROCEDURES

Statement of Policy:

It is the policy of Pamlico Community College and its Board of Trustees to provide a service to the community by allowing use of campus buildings and facilities for civic, cultural, educational, recreational and other activities within the policies and regulations of the College.

College Priority:

Use of college facilities will not be allowed if it conflicts with the college's mission or:

1. If there is another event already scheduled.
2. The facility will be closed.
3. The facility is undergoing repair.

Public use of the college facilities and campus will be in accordance with these Policies and Procedures which have been approved and enacted by the Board of Trustees.

The College reserves the right to cancel any authorized use of College facilities provided ten (10) days' notice is given to the party. Appropriate refunds will be processed within ten (10) business days of notification of cancellation. Cancellations less than 48 hours prior to the event will cause forfeiture of the security deposit. Violations of any of the College rules and regulations shall be grounds for the suspension of a Renter's privilege to use school facilities.

Eligible Facility Users:

(Includes, but not necessarily limited to:)

1. **Non-Profit:** Community, civic, governmental, and/or non-sectarian organizations that are NOT using the facility for a "for-profit" event. Proof of 501(C)3 or other designated tax-exempt status may be required at the time of contract.
2. **For-Profit:** Private businesses, industry, organizations, groups and/or individuals when the intended use is "for-profit."
3. **Private Organizations:** Private organizations, groups, or individuals will be allowed only in strict accordance with the Policies and Procedures.

The College facilities can be used for one-time or short-term events. The facilities will not be rented on a continuing or long-term basis in lieu of an organization's own facilities.

An individual or group is not eligible to use the facility if he, she, or they have previously damaged or abused the College's facility, or, have previously disrupted or interfered with the work, discipline, or educational activities of the College.

The College agrees not to discriminate against a Renter because of disability, gender, race, age, sexual or religious orientation, or national origin, and as Rentee, further agrees not to discriminate for these same reasons against any person relative to admission, services or privileges offered to or enjoyed by the general public.

Prohibited Activities:

The following activities are prohibited on the facilities and campus:

1. Any activity which is in violation of the laws of this state or of the federal government.
2. The possession, use, or sale of:
 - a. Illegal drugs.

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- b. Alcoholic beverages (without ABC permits, permission from the College President, and liability insurance).
 - c. Weapons (i.e. knives, guns, etc.).
- 3. Smoking in any college building, or within 25 feet of any entrance to any building.
- 4. Any activity which, in the opinion of the Event Coordinator would
 - a. Cause, or be likely to cause, damage to college property.
 - b. May be detrimental to the College, its staff, or students.
- 5. Animals, except those specifically trained for and being used to assist handicapped persons.
- 6. Throwing rice, confetti and/or rose petals is prohibited inside the facilities. The security deposit (covering cleaning/damage) will be forfeited if a violation of this policy occurs.
- 7. All posters, banners, or other materials may not be hung, attached to, or suspended from any part of the college facilities or surrounding property without permission from the Event Coordinator.
- 8. The use of fireworks/pyrotechnics.
- 9. Fog machines and helium balloons will set off the fire alarms and are therefore not permitted.

Contractual Obligations:

- 1. The Renter agrees to hold Pamlico Community College its Board of Trustees, and employees, harmless from and indemnified from, any claims, suits, or causes of action arising from or out of its use of any College facilities.
- 2. A Renter cannot assign or transfer its permit to use College facilities to any other person without permission of the College Event Coordinator.
- 3. Should the College institute suit or other actions against Renter as a result of Renter's failure to comply with any terms of this agreement, the College shall receive all damages provided by law, all costs and disbursements provided by statute, and all costs actually incurred, including a reasonable attorney's fee.
- 4. The Renter shall designate an event contact person to coordinate all details of the event with the college. However, the group, institution, or private individual that signs the contract will be held responsible for the group and its activities in the facilities.
- 5. The Renter must provide approved chaperones for youth groups (under the age of 21 years) and assume responsibility by signing a statement of responsibility for conduct and damages. Chaperones must submit a copy of a current photo ID with the Facilities Use Application. Adult/Student ratio of 1:10 for students or children under age 18, and 1:15 for 18 – 20 year olds is required.
- 6. The Renter shall be:
 - a. Responsible for the set-up and tear down of all tables, chairs, and other equipment required for the event.
 - b. Liable for any loss or damage to, or repairs/replacements, and cleaning necessitated which may occur during the rental period. (Holes may not be drilled, cored or punched in the facilities.
 - c. The Renter is responsible for any repairs, replacements, or cleaning costs by damage or disfiguration to the facilities.
 - d. Responsible for removing all property of the Renter's from the facilities immediately after the rental period, unless permission is granted by the Event's Coordinator.
 - e. Responsible for cleaning up and removing all food and trash before leaving the facilities. The Event Coordinator has a checklist to perform a walk-through after the event to ensure the Renter has followed through with the agreement. If facilities are not left clean, the party will forfeit the security deposit.

Initials: _____ Date: _____

7. The College shall not:
 - a. Assume any responsibility for property left in the College facilities or on the premises by the Renter or participants.
 - b. Assume any responsibility for personal injury which may occur during the use of the College facilities.
 - c. Be responsible for losses by the Renter, its tenants, employees, or ticket holders, occasioned by theft or disappearance of equipment or other personal property.
8. Authorization to use College facilities shall not in any way signify approval by the College to allow College advertising or promotional statements on event literature/advertising, unless approved by the College's President. All advertising/announcements of events shall be reviewed by the College's Event Coordinator.
9. The College may inspect any part of the premises at any time on any occasion.
10. The College has the right to stop any activity when the contracted time has expired or college administration finds the activity to be in violation of Rule #12, next.
11. Inappropriate behavior on the part of the presenter, performers, and/or audience may result in the cancellation or cessation of the event at the discretion of the College employee assigned to the event. Inappropriate behavior includes, but is not limited to, the following:
 - a. The obstruction of aisles, exits, doorways, stairwells, or passageways
 - b. Willful destruction of, and/or damage to, College facilities, property, or equipment
 - c. Deliberate disruption of a performance or event in progress
 - d. Failure to abide by any of the rules, procedures, or policies stipulated in this document
 - e. Perceived danger to staff, patrons, or performers
 - f. Use of profanity, vulgarity, or obscenity
12. Parking for all events is allowed only in designated parking areas.
13. Control of all College buildings, equipment, furniture, machinery, electrical and service installations, and other College property, equipment, and facilities shall at all times remain with the College and its employees or authorized representatives.
14. Unless otherwise noted, the Event Coordinator will have permission to take photos and or videos for advertising purposes only.
15. Policies are subject to change without prior notice.

Catering:

The name of the caterer or persons selected to prepare food must be submitted *with the Facilities and Use Application and Rental Agreement*. The Renter is responsible for making sure the kitchen is clean before leaving the facilities. Caterers must abide by all Local, State, and Federal Health Standards and remain in compliance with the College's health department permit

Use of Alcoholic Beverages:

Organizations and individuals who reserve the College facilities may serve alcoholic beverages at a function, provided that the renter is external to the college, the function is NOT a student activity, and the following actions are taken prior to the event:

The Renter **MUST:**

1. Obtain an **ABC Permit** and present a copy to the College Event Coordinator at least (5) business days prior to the event. Failure to submit this certificate of insurance will void the rental agreement between the College and the Renter. The Renter must contact the ABC Commission in Raleigh, (919) 779-0770, for the appropriate application and compliance policies. Their website is <http://abc.nc.gov/>; a form is available under Permits. Please be aware this process can take several weeks.) The ABC Permit must be posted at the bar.

Initials: _____ Date: _____

2. Obtain **Liability insurance** which includes Host Liquor Liability, and assumes, in writing, liability for any matters arising from the serving of alcohol. The liability policy shall have limits of liability of at least \$1 million dollars (\$1,000,000.00), will name the Rentee (Pamlico Community College) as an “additional insured” on a primary basis, and be presented to the Event Coordinator at least (5) business days prior to the event. Failure to submit this certificate of insurance will void the rental agreement between the College and the Renter.
3. Arrange for **Security** in a manner satisfactory to the College Event Coordinator and provide information regarding the number of people expected to attend, the quantity of alcohol expected to be served, and assurance that the ABC Laws and Rules of North Carolina pertaining to the use, licensing and serving of alcoholic beverages are fully applied.

The College’s Event Coordinator will consider each alcohol-use request on an individual basis, and reserves the right to deny use of College facilities if such use is deemed not to be in the best interests of the College. The College, its employees, administrators, and trustees are held harmless from any liability arising from any event that has provided the use of alcohol.

Staffing:

All of the college facilities must have a designated college employee on site for college events. If Renter wants to contract staffing from outside sources, they must be approved by the College President.

1. The President of the College will meet with and/or discuss facilities use with all non-profits and then transfer the customer to the Delamar Center Coordinator.
2. The Delamar Center Coordinator will collect and process paperwork, security deposits, assist with the walk through the facility, and will add the event to the calendar.
3. The Delamar Center Coordinator will maintain correct calendars and an efficient filing system.
4. The Delamar Center Coordinator will process documentation and refund the security deposit within (10) days of the event ending.

Insurance:

The Delamar Center Coordinator reserves the right to require the Renter to obtain liability insurance for an event due to the number of participants or the nature of the event.

1. If such insurance is required, the Renter will provide a certificate of insurance, naming the College and Renter as insured parties and covering claims for injuries, death, and/or property damage arising out of use of the premises by Renter. Said coverage shall coincide with Renter’s scheduled use dates. Said liability insurance policy shall have a minimum coverage of one million (\$1,000,000.00) dollars.
2. If required, the certificate of Renter’s liability insurance must be submitted to the Event Coordinator of the College at least five (5) business days prior to the event. Failure to submit this certificate of insurance will void the rental agreement between the College and the Renter.

Sales Tax:

1. Pamlico Community College will not accept any transfer of liability for taxes due on admissions that the lessee has failed to charge and remit to the State of NC or other taxing jurisdictions.
2. All users of facilities are solely responsible for collecting and remitting any and all applicable sales and use taxes to the North Carolina Department of Revenue and Pamlico Community college assumes no obligation or responsibility for said taxes.

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Safety:

The Renter shall use the premises in a safe and careful manner and shall comply with all municipal, state and federal laws, and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force during the occupancy period.

Renter Shall Be:

- a. Responsible to provide appropriate security for all events.
- b. Responsible to comply with all ADA (Americans with Disabilities Act) regulations. Users may not obstruct sidewalks, passageways, entries, doors, passages, vestibules, halls, corridors, or stairways.
- c. Responsible to abide by generally accepted safety practices to reduce injury or harm to persons or property.
- d. Responsible to not bring into the premises any material, substance, equipment, or object which is likely to constitute a hazard to the property.
- e. Responsible by explaining to attendees that loitering on college premises is prohibited.

College Shall Be:

- a. Responsible to refuse any hazardous material, substance, equipment, or object to be brought on the premises.
- b. Responsible to confirm all youth groups under 21 years of age will be accompanied adult chaperones that will present a copy of a current state or federal photo ID card, and shall be responsible for the conduct of the group and any damages.
- c. Responsible and reserves the right to terminate any performance/event in the interest of public safety and/or when contracted "end-of-show" time has expired.
- d. The President of Pamlico Community College shall have final discretion over any disputes.

Initials: _____ Date: _____

Pamlico Community College

Facility Use Application & Rental Agreement

Event Title _____

Name of Contact Person(s) _____

Date of Event _____

Organization Type: Non-Profit _____ For-Profit _____ Private _____

Set-Up Date _____ Set-Up Time _____

Scheduled Event Date _____ Event Begin Time _____ Event End Time _____

Clean-Up Date _____ Clean-Up Time _____

(Must obtain prior approval if other than immediately prior to and after event time.)

(Set-Up, Event, and Clean-Up times are included in the 8 hour rental.)

Approximate Number of Attendees: _____

If party is greater than 100 individuals or if alcohol will be served, please provide Security/Safety Information:

Name(s) _____

Will alcohol be served? _____ Will alcohol be sold? _____ Will alcohol be served for donations? _____

List the types of alcoholic beverages that will be available? _____

Due Dates (no later than): ABC Permit: _____ Liability Insurance Certificate: _____

If the event is for children's groups, other than family gatherings, please check the appropriate selections below:

Adult _____ Children (under 18) _____ At least one chaperone for every 10 children is required.

Adult _____ Young adults (18-21) _____ At least one chaperone for every fifteen 18-20 year olds.

(A valid ID will be required to show proof of age for chaperones) (Event Coordinator will make a photo copy)

If event is catered, provide the catering service name and a phone number. _____

Primary Renter Contact Information

Name _____

Mailing and physical address _____

Day Phone _____ Cell Phone _____

Email _____ Fax (if appropriate) _____

Secondary Renter Contact Information

Name _____

Mailing and physical address _____

Day Phone _____ Cell Phone _____

Email _____ Fax (if appropriate) _____

For advertising purposes, the Event Coordinator may take photos and or video for Delamar Center advertising purposes only. If your event requests no pictures, please sign and date below.

I request that no photos be taken at the event. _____ Date _____

Ned Everett Delamar Center Check List

Includes the following amenities, according to need of renter: auditorium with retractable seating, stage, kitchen, atrium and conference room. Please choose items that you will need for your event.

Item	Equipment Requests	Ned Everett Delamar Center	Paul Johnson Building	Bayboro Center
Basic Sound & Lighting on Stage		Available	N/A	N/A
Sound Board		Available	N/A	N/A
Theater performance lighting		5 presets available	N/A	N/A
Podium		2 available		
Microphone Stand		Available	N/A	N/A
Microphone		Available		
Stage sound (computerized board)		Available	N/A	N/A
CD Player		Available	N/A	
Portable stand-alone PA System (w/2 wireless microphones)			1	1
LCD Projector/laptop on audiovisual cart and projection screen		Available		
LCD Stage Screen and Panels		Available	N/A	N/A
DVD Player				
Wireless Handheld Microphones Headset (light or dark) Label		2 Available	N/A	N/A
Theater Seating		Seats 450	N/A	N/A
Chairs		200		
Rectangle (5')		42		N/A
Round Tables		22	4	
Samick Grand Piano		1	N/A	N/A
Internet (Wireless & Hard wired)		Available		
Other				

Security Deposits

There is a \$100.00 security deposit required for all events. This deposit will be returned within (10) business days if there are no damages and/or violations of the rental agreement.

Invoice Summary**Event Title****Event Date**

Rental Fees Total (\$450.00 for 8 hours; an additional \$60 p/hr for every hour in excess of the 8 hours; \$60 p/hr for rentals of 7 hours or less). Number of hours requested: _____	\$
Security Deposit (\$100.00)	\$ 100.00
Subtotal	\$
Security Deposit (Due when reserved) (Payment Date: _____)	
Balance	
Final payment (Due 10 days prior to event) (Payment Date: _____)	
Balance	
Security Deposit Refund (Date requested to the Business Office: _____)	

I have read and agree to abide by the rules and regulations governing facilities use of Pamlico Community College. I agree to be billed for any additional hours or fees utilized but not listed on this rental agreement, any additional personnel needed, and any damages	I AGREE TO INDEMNIFY AND HOLD HARMLESS ALL PAMLICO COMMUNITY COLLEGE EMPLOYEES AND THE PAMLICO COMMUNITY COLLEGE BOARD OF TRUSTEES, INDIVIDUALLY OR COLLECTIVELY, FOR ALL CLAIMS OR LIABILITY ARISING OUT OF THE USE OF THE COLLEGE'S FACILITIES AND PROPERTY
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Signature of Renter

Printed Name

Date

Signature of College Event Coordinator

Printed Name

Date

By signing the Rental/Use Agreement, the requestor agrees to abide by all policies and procedures of the facilities. Please enclose security deposit or payment and return with your Facility Application and Rental Agreement to:

Delamar Center Coordinator

Facilities Use Requests

Pamlico Community College

PO BOX 185

Grantsboro, NC 28529-0185

252-249-1851 x3113 or x3022

delamar_rental@pamlicocc.edu

www.pamlicocc.edu

(Checks should be made payable to Pamlico Community College.)