

**SANFORD LIONS CLUB FAIRGROUNDS
SUMMARY OF RULES AND REGULATIONS EFFECTIVE**

Access During Use– The property manager shall have access to all areas of the fairgrounds at any time.

Alcohol Policy – Alcohol may **NOT** be sold at any event. As lessee you will provide security guards for your event if you wish to have alcohol. Depending on the type of event, further requirements may apply. Failure to comply with regulations will result in shut down of the event. The legal age to consume alcohol is 21. The lessee is responsible for any underage drinking during their event. You can reach the ABC Commission number in Raleigh at (919) 779-0700. Their website is www.ncabc.com and click Permits. This license **MUST BE** at part of the agreement to lease.

Application – Used to solicit the use of the fairgrounds or parts thereof.

Cancellation – If an event is cancelled after the date of the agreement, the rental payment is forfeited in accordance with the provisions of the **deposit**.

Cleaning - Lessee shall leave the facility in the same clean condition in which it took possession. The floors shall be swept, and all trash shall be placed in trash cans immediately after the event is over. Trash cans shall be emptied in dumpster located next to outside kitchen. Charges for final cleaning are included in the cost of rental.

Fairgrounds shall be policed, trash picked up and placed in dumpster.

Contact Person – Shall be the lessee/person signing the application and agreement and certifies that he/she is authorized to contract with the Sanford Lions Club for the use of the facility, in his/her individual capacity or on behalf of the organization above stated, and covenants and agrees to be responsible for any and to pay for any and all damages and injuries to the Club facilities and equipment so leased and used. Such person is presumed to be 21 years of age or older.

Controlled Substances – All controlled substances are prohibited on the fairgrounds.

Capacity – The maximum capacity of the buildings are 130 persons.

Damages – The lessee is responsible for any damages resulting from the event.

Decals – Decals are prohibited on the fairgrounds.

Deposit – Paid as part of the payment and subject to forfeiture in the event of cancellation. Such amount is equal to 25% of the payment amount until 15 days of the event. Then such amount is 50% until the date of the event.

Event Details – A copy of the event program should be filed with the property manager to assist the Club with inquiries.

Failure to Comply - Failure to comply with Rules and Regulations governing the rental of the fairgrounds could result in loss of part or all of deposit, immediate closure of the event, bill for additional damages and/or barring from the future use.

Fairgrounds - The fairgrounds consist of approximately 23 acres located on the corner of Weatherspoon and Fifth Street and extend to Seventh Street. Such property consists of;

- Commercial Hall (approximately 12,000sq ft) – this building has table and chairs, small bathrooms, kitchen area.
- Agricultural Hall (approximately 11,000 sq ft) – this building has a large bathroom; generally open.
- Arena – No longer available.
- Outside Kitchen – this is a standalone self-contained kitchen with restrictions.

Firearms – All firearms are prohibited on the fairgrounds.

Fire Code – No pyrotechnics, firecrackers, no open flames, no luminaries, no fog, no smoke effects or laser light shows allowed.

Glass Containers – Glass containers are prohibited on the fairgrounds.

Hazards – The lessee agrees that they will not set up or erect any devices that could become hazards to the attendee.

Hazardous Materials – Hazardous materials are not allowed in or on the fairgrounds without written approval and hazardous materials must be labeled

Hours of Operations – Generally, the facility will be available at 8:00am the day of the event and shall conclude by midnight. Should access to the facilities prior to the event will be billed at the hourly rate of \$25 per hour.

Insurance – In connection with the rental of the facilities the lessee covenants and agrees to indemnify and save the Sanford Lions Club harmless from any and all claims, demands, suits, actions, judgments, and recoveries for or on account of damage or

injuries to property or person of others caused by or due to the fault or negligence of the undersigned or the organization he/she represents herein. Lessee shall provide a Certificate of Liability Insurance naming the lessee and the Sanford Lions Club as the insured.

Kitchen and Catering – The Club does not rent its kitchen or kitchen appliances. There is space to stage catered events.

Motorized Vehicles – No motorized vehicles are permitted inside the Commercial or Agricultural Buildings without expressed permission.

Not-for-profit or Political - Meets the criteria of the Internal Revenue Service for such. Must buy a Special One Time Permit - Statue GS18B-1002 - 5 to serve, or brown bag alcoholic beverages on premises.

Payment – Representing the full amount of renting the facilities. Such amount is due within 30 days of the event to secure the event date.

Private Event – An event that is limited to invitation only. In the event that alcohol is served the host (NOT Guests) can serve beer or unfortified wine to invited guests as long as free admission, free food, etc WITHOUT having a Limited Special Occasions Permit from the ABC Commission. To serve liquor and fortified wine, lessee MUST have a Limited Special Occasions Permit contact ABC Commission- 919-779-0700 for permit. Brown bagging and cash bars are prohibited.

Public Event – An event that will be attended by the public, with or without an admission charge. The sale of beer, wine or liquor is prohibited.

Property Manager – Darrell Sapp – 919-499-9627 (H); 919-770-5372 (C)

Reservations – No event is confirmed until the applicable rental payment and required insurance and/or permits are presented. Such amount and items are due 30 days from the scheduled event.

Sales Tax - NC requires sales tax on admission charges. Please refer to <http://www.dorncc.com/taxes/sales/imnotice062514.pdf> for more information. All agreements will require the event facilitator to be responsible for remitting sales tax to the NCDR.

Security Guards – Events expecting to have attendees of at least 500 but less than 1001 shall provide at lessee's expense at least two security guards. Additional security guards shall be required for each additional 500 attendees expected.

Smoking – The commercial building, agricultural building and arena/barn are smoke free areas.

Supplies for Restroom – shall be the responsibility of the Sanford Lions Club.

Temporary Food Establishment Permit – The lessee agrees to follow the rules of the Lee County environment Health Department as it relates to selling of food and food items. Refer to Lee County Environmental Health, 900 Woodland Avenue, Sanford, NC 27331; Phone 919-718-4641