

# Durham County Facility Use Policy



1.0 Policy Statement. This policy is established to assure that certain facilities (**which includes certain buildings and grounds**) owned and operated by Durham County are utilized in a safe manner that has a public purpose that meets the needs and interests of the community, as well as to set clear policies, procedures, regulations and fees regarding such uses. This policy supersedes all other County and Department policies regarding the use of County facilities as defined in this policy. No Durham County public facility, regardless of its primary purpose, is exclusively reserved for use by a single interest group, organization or population group. Permission by the County to use its facilities does not constitute an endorsement by Durham County or the Durham County Board of Commissioners.

2.0 Definitions. For purposes of this policy, the following definitions shall apply to the terms used herein:

Affiliate. A board or committee having at least one (1) member appointed by the Board of County Commissioners, or a group consisting primarily of Durham County residents having a Public Purpose.

Building. Enclosed climate controlled structure that may be divided into areas for various uses, which is owned, leased or operated by the County.

County Department. An operational unit within County government whose primary source of funding is from the County and who is supervised by the County Manager, an elected County official, an appointed County Official, the Board of Health or the Social Services Board or a group recognized by the County and whose sole purpose is to provide support and/or resources to a County Department.

Demonstrations. **A public display of sentiment for or against a person or cause, including protesting.**

Grounds. Areas outside County buildings including lawns, courtyards, plazas, **and parking lots** owned and/or operated by the County.

Nonaffiliated Group. Any public purpose group not meeting the definition of Affiliate or small group.

Public Purpose. An activity in which the action or direction concerns, affects, or is of benefit to Durham County or the greater Durham County community, not just those affiliated with the group.

Signs. Any words, lettering, parts of letters, figures, numerals phrases sentences, emblems, devices, structures, designs, trade name, or trademarks by which anything is made known such as are used to designate an individual, a firm, an association, a corporation, a profession, a business, or a commodity or products, which are visible from street or property and used to attract attention. For the purpose of this policy any postings that are attached to grounds or buildings for the use of displays including telecasts of information with a public purpose to facilities that are owned and operated by the County of Durham.

Small Group. Volunteer groups, nonprofit organizations or associations of twenty (20) or less people in which the majority of the members are either residents or people who work in Durham County. A small group does not include a for-profit commercial or business group.

User. An individual, group or organization using County buildings or grounds for a public purpose.

Weapons. Any Bowie knife, dirk, dagger, slingshot, loaded cane, metallic knuckles, razor, shurikin, stun gun, pistol, revolver, rifle or shotgun, including assault weapons and firearms as defined by County Ordinance (Ord. of 1-10-94(2), § 2).

3.0 In General. Except where noted in this Facility Use Policy, County Buildings and Grounds are limited to Public Purpose Activities. Facilities are not available for private social functions such as weddings, birthday or anniversary parties. Large meeting rooms are not available for individual use. Meeting rooms are not to be used as a headquarters for any company, club or organization.

3.1 Commercial or Business Use Prohibited. For-profit commercial or business activities are specifically prohibited, except where there is a public purpose as may be authorized by the County Manager or his/ her designee.

3.2 Political Parties. As provided in G.S. 163-99, and defined in G.S. \*163-96, political parties may use County buildings and the grounds surrounding those buildings designated as a Priority 3 use (noted below) without charge, except for custodial, security, and utility fees for the express purpose of annual or biennial precinct meetings and county and district conventions so long as the event does not conflict with the normal operation of the building.

4.0 Covered Buildings and Grounds. Certain Buildings and Grounds owned or operated by Durham County are covered by this Policy and are listed in Attachment 1 "County Facilities Covered by Policy."

4.1 The available County Facilities covered by this Policy, may be amended from time to time by the County Manager or designee, and shall contain the list of Facilities by name and address owned or operated by the County, the approved use of the Facility, the hours of permitted use and the availability of reservations and any particular rules or guidelines for that particular Facility.

4.2 Priority of Use. In an effort to ensure Facilities are utilized in the manner and intent for which they were originally established and to ensure Facilities are available to serve the needs of the general public as a whole while at the same time providing for use by other parties, a priority use for scheduling conflicts shall be determined as follows:

- Priority 1: Durham County sponsored programs and activities; or a board or committee having at least one member appointed by the BOCC.
- Priority 2: A group consisting primarily of Durham County residents meeting for a public purpose.
- Priority 3: City of Durham, Federal or State programs, Durham County Public Schools, Durham Technical Community College and Universities located in Durham
- Priority 4: Nonaffiliated Group or any public purpose group not meeting the definition of Affiliate.

## 5.0 Rules for Usage of Facilities.

5.1 The following shall be prohibited within or on the premises of all County Facilities available for use under this Policy:

5.1.1 Selling, offering for sale, soliciting or promoting the sale of any goods or services on County premises is prohibited, except in association with approved events held by the County; or by special written permission of the County Manager or designee. Exceptions are allowed for groups associated with various County departments as provided in section 2.3, whose fundraising activities are for the direct support of a County Department or approved cause or charity

5.1.2 All facilities associated with this policy are Tobacco Free. Tobacco use, including smoking, chewing or the use of e-cigarettes on County grounds and associated parking areas is prohibited.

5.1.3 Alcoholic beverages, except as authorized by the County Manager for special events (beer and wine only), in which case host liability insurance shall be required.

5.1.4 All illegal drugs and any other illegal substances.

5.1.5 Illegal Gambling.

5.1.6 Weapons of any kind except by civil and military law enforcement officers in the execution of their duties (including off duty officers as may be necessary to comply with this Policy).

5.1.7 Animals of any kind except service animals or those associated with a County sponsored program.

5.1.8 The use of profanity, offensive language and profane gestures, fighting or other assaultive behavior.

5.1.9 Skate boarding is prohibited on County property, grounds, rails, or parking lots unless it is a County sponsored program in a parking lot owned and/or operated by the County.

5.2 Use of County Grounds for Demonstrations. Durham County strongly supports citizens' rights to free speech, free assembly and public dissent, and believes that a diverse community is stronger when its citizens are able to express differing opinions on important issues. In order to ensure the safety of all involved in and near demonstrations on County grounds prior notification is required if the group will be 50 or more individuals or has the potential of 50 or more individuals. The notification application is available on the County's website at [www.dconc.gov](http://www.dconc.gov) and shall be submitted online within 48 business hours of the planned demonstration. Receipt of the notification will be provided once reviewed by the County's Department of General Services. The notification process allows law enforcement, Emergency Management and General Services to schedule the appropriate resources needed for groups of 50 or more individuals. In the event that the demonstration on County grounds turns into a march on City of Durham property (sidewalks, streets, etc.) all city ordinances and state statutes would apply.

The following sections provide additional guidelines related to demonstrations on County grounds:

- Sections 3.1 & 5.1.1 commercial and business use (selling of items)
- Section 5.1.2-5.1.4 use of tobacco, alcohol, and illegal substances
- Section 5.1.5 illegal gambling
- Section 5.1.6 use of weapons
- Section 5.1.7 animals (except service animals)
- Section 5.1.9 skate boarding
- Section 5.2 facility clean-up
- Section 5.3 County responsibility or endorsement
- Section 6.3.3 equipment use (use of public address systems)
- Section 6.4 temporary structures (use of pop-up style tents)
- Section 6.6 signage
- Section 9.1 safety
- Section 9.2 indemnity

If notification is not given within the stated requirements or if a spontaneous group exceeds 50 individuals, the County Manager or his/her designee may determine that those participating in the

demonstration on County grounds are trespassing and may request that participants be removed by law enforcement. Any damage to County Grounds or items located on County Grounds may result in criminal and/or civil charges to the individuals responsible for the damage.

5.2 Facility Clean-Up. Users shall be responsible for all Facility clean-up, which includes but is not limited to, collection and removal of trash and recyclables during and at the conclusion of the Event and leaving it in an area designated for pick-up.

5.2.1 A cleanup fee will be assessed and taken out of the security deposit as provided in subsection 8.3 for Users that do not adequately clean up after their Event.

5.2.2 Consistent with State law and County policy, recyclables used during an Event held in County Facilities must be separated and placed in designated containers.

5.2.3 Waste receptacles will be made available to Users. Only trash generated as part of the Event may be deposited in County trash receptacles, all other trash is prohibited.

5.3 In making County Facilities available for use under this Policy to individuals or groups, the County assumes no obligation or responsibility for the activities of the individuals or groups; nor makes any direct or indirect endorsement of the activity.

## 6.0 Special Requirements

6.1 Building tours may be made available to groups of no more than 30 participants and chaperons for persons aged 10 and above as time and resources are available. Requestors should contact the particular facility representative designated on Attachment 1.

6.2 Kitchen Use. Kitchens, where provided, are for food warming and serving only. Preparation and cooking of meals is prohibited unless special permission is granted by the Director of General Services in writing at the time reservations are made. Users must secure a food preparation permit from the Environmental Health Division of Durham County Department of Public Health. Users are responsible and accountable for kitchen areas, if used. Users will be charged for cleanup that they do not adequately complete themselves.

6.3 Equipment Use. Unless otherwise arranged with the County, each User shall be responsible for providing any equipment necessary for the planned Event, including, but not limited to audio/visual and other technology.

6.3.1 If County equipment is available for use, qualified County staff must be present to operate the equipment. There may be a fee for use of the equipment and staff to operate the equipment.

6.3.2 Users shall be responsible for returning the set up to the "standard room set up" as posted in each Facility. Only tables and chairs assigned to each Facility are available for use by the User.

6.3.3 Public address systems proposed for use by a User shall not disrupt surrounding County or business operations or disrupt neighbors in any way.

6.4 Grounds Use. Anchoring tents, canopies or other allowed structures must be accomplished with sandbags or in another noninvasive manner. This includes temporary structures that may be erected in parking lots as part of an approved Event. User must have County Fire Marshal inspection for tents. Pop-up style tents or canopies are not permissible during demonstrations on County Grounds due to public safety concerns.

6.4.1 Outdoor Power connections are available at some Facilities; utility fees may be assessed for use. UL rated connections can only be made to these appliances.

6.5 Parking. Users and their invitees may only park in designated areas assigned to the Facility or the Event. Users are responsible for complying with any onsite parking regulations. Parking restrictions at Facilities are strictly enforced. Any violators may be towed at the owner's expense.

6.5.1 Large Events may be required to utilize offsite parking. The User shall assume all costs and responsibility for transportation to the Facility.

6.6 Signage. Banners or signs may be posted on specified grounds as provided below. Banners and signs must be removed at the end of the Event.

6.6.1 Other than County sponsored Events, any and all advertisement for private purposes in the form of flyers, posters, signs, placards, stickers, etc for the event shall contain substantially the following statement:

"The views and beliefs of this event do not necessarily reflect those of Durham County Government. This is not a Durham County sponsored event. Durham County has no involvement in coordinating or presenting this Event. If you require further information regarding a particular event, please refer to the appropriate contact or website information provided."

6.6.2 Temporary signs of an informational or directional nature may be erected on site in an approved location, during the day of the Event.

6.6.3 No political campaign signs promoting candidates running for office are to be posted at any County Facility, unless otherwise permitted by law.

6.6.4 No posters, banners or other material may be attached to trees, on grounds or to any portion of a Facility, inside or outside in a manner that would cause damage.

7.0 Facility Operation Procedures. County Departments, with the approval of the County Manager, may establish additional procedures regarding the use of the Facilities and equipment that are within their control and available under this Policy. Such additional procedures shall be incorporated into the list of County Facilities Covered by Policy" Attachment 1.

8.0 Fees and Deposits. The Board of County Commissioners, as part of the annual budget process, shall adopt Facility Use Fees and Deposits for use of County Facilities. Facility Use Fees will include costs for janitorial and utilities except as otherwise noted on the schedule of fees (Attachment 2). Security fees may be required through County or contractual resources.

8.1 Fee schedules are updated annually and will be posted on the County's website at [www.Dconnc.gov](http://www.Dconnc.gov), or at the particular Facility website if applicable.

8.1.1 Fees shall apply for Facility use both during and after business hours where applicable.

8.1.2 Fees must be paid in full at least ten (10) days in advance of the approved Event. If any checks are returned for insufficient funds, the Event shall be cancelled unless the User pays the fee in cash, certified cashier check or money order plus any returned check fees prior to the date of the Event. Reservations made with less than ten (10) days advance notice must be paid by cash or certified check, money order properly authorized on the date of reservation.

8.1.3 Depending on the activity type and time of use, the User may be responsible for hiring and paying for security services, emergency services personnel, or onsite personnel required as a condition of scheduling the Event. Use of the Courthouse, will require a deputy sheriff for which a fee may be required.

8.1.4 Organizations using facilities after hours at no cost will be assessed a janitorial /security/ambassador fee associated with the specific Facility. Schools, other local, state and federal governments using County facilities may do so at no cost other than janitorial, ambassador and security, fees.

8.1.5. There will be no facility use fee for Small Groups, who utilize conference or classroom facilities to hold meetings during the Facilities' normal business hours, for a maximum of 2 hours, subject to availability of the space. Reservations are subordinate to County programs. Fees may be charged to small groups as provided in Sections 6.0 and 8.1.4

8.2 Deposits. A Deposit may be required for use of and damage to the Facility as provided in the fee schedule, as may be amended from time to time.

8.2.1 The Deposit may include an ambassador fee, which shall be subject to review by the Board of Commissioners annually.

8.2.2 Deposits are payable by check, certified check, money order or credit card where applicable when the reservation is made.

8.2.3 Deposit Refunds. Deposits will be refunded within thirty (30) calendar days following the Event. Deposits are refunded in full, less any fees or damage replacement costs as provided in subsection 8.3 of this Policy.

8.2.4 Cancellations. If a cancellation is made in accordance with the reservation and cancellation procedures provided in this Policy, the Deposit shall be returned as provided in the Reservation and Cancellation Procedures.

8.3 Damages. Users are responsible for any loss or damage except for normal wear and tear including, but not limited to: furnishings and equipment, damage to walls, doors, floors, ceilings, marker boards or other meeting room amenities, and shall bear the full replacement cost for such loss or damage.

8.3.1 Unless otherwise directed the facility must be placed back in the condition it was prior to use by the user.

8.3.2 Any replacement costs for loss or damages will be assessed to the User, or will be deducted from Deposits that may be on account with the County prior to returning any to the User.

8.3.3 Any cleanup fees will be assessed to the User, or will be deducted from the deposits that may be on account with the County.

## 9.0 Use Conditions.

9.1 Safety. Individuals or groups must take all necessary precautions to ensure the safety and wellbeing of all event participants.

9.2 Indemnity. Users agree to indemnify and hold harmless the County for all injuries or damages occurring to persons or property in conjunction with the use of County Facilities.

9.3 Insurance. Users must provide a Certificate of Insurance showing liability insurance coverage at limits satisfactory to the County Risk Manager.

9.4 Compliance with Fire Code. The number of individuals attending functions in County Facilities shall not exceed the limits established by the County Fire Marshal.

9.5 Compliance with Laws. Users are responsible for compliance with all ordinances and laws related to the proposed use of County Facilities, and must obtain all necessary permits for the proposed Event. Users are required to provide copies of required permits prior to date of Event to the appropriate County representative noted in Attachment 1.

9.6 Reservation of Rights. The County Manager, or his/her designee, reserves the right to prohibit the use of County facilities to any individual, group or organization in his/her discretion. Reasons for prohibiting use include, but are not limited to, prior improper use of County Facilities, failure to abide by the provisions of this policy and failure to compensate the County for use and/or damages to a facility.

9.7 Waiver of Terms. The County Manager or his/her designee may waive or vary any provision in this Policy when doing so would more effectively serve the public's interest.

9.8 Supersedes all other Policies. Upon adoption, this Policy supersedes all other policies currently governing use of County Facilities.

## 10.0 Reservation, Refunds and Cancellation Procedures

10.1 Reservations. The following uniform procedures shall be complied with in order to reserve a Facility:

10.1.1 User must complete an Application for Facility Use Attachment 3 for all reservations.

10.1.2. A Notice of Reservation Approval/Disapproval will be provided to the requestor within five (5) business days following receipt of the completed Application. An approved Application will serve as the proof of reservation and should be retained and made available during the meeting/event should questions about the reservation arise.

10.1.3. Reservations are accepted no earlier than 90 days prior to the requested date of use, except with the written authorization of the County Manager or designee.

10.1.4. No User or group may reserve facilities continuously so as to preclude the use of the Facility by any other group or organization.

10.1.5. Parents or legal guardians must reserve the Facility for anyone under 18 years of age and must assure adequate adult supervision of youth groups using any Facility. This may require the user paying for security officers to monitor activities both in and outside of the County facility being used.

10.1.6. Facility Reservations extending past operating hours will be subject to an hourly fee for onsite personnel, security and utilities as provided in Section 8.0 of this Policy.

10.1.7 Once approved, the User will be provided a Use Agreement which must be fully executed prior to the Event.

10.2 Refunds: In the event of inclement weather, refunds will be issued for indoor Facilities only if the County Manager closes that Facility. Should a County Facility be closed due to inclement weather or other unforeseen circumstances, User will be given the option to reschedule, before being refunded all reservation/damage deposits and usage fees incurred.

10.3 Insufficient Funds: Durham County will charge a \$35 fee for checks returned for insufficient funds, the event will not be booked until funds are received by certified check or money order.

10.4 Requests for use of County Facilities should be directed to the County representative as noted in Attachment 1.

## 11.0 Cancellations

11.1 Durham County reserves the right to cancel any reservation. Prior to cancelling an event, Durham County reserves the right to move the event to another substantial similar County facility. If a substantially similar location is unavailable all reservation/damage deposits and usage fees will be returned in full. Durham County will endeavor to provide at least 48 hours' notice of any cancellation, however, a cancellation notice will be issued as far in advance as possible.

11.2 Users who provide written cancellation of reservations two weeks or more prior to the Event will be refunded all funds provided in accordance with User Agreement. Written cancellations received seven (7) days prior to the event will be refunded 50% of the reservation amount. User cancellations received less than 7 days prior to the event will not receive a refund.

Wendell D i ty Manager	Effective Date: Month Day, Year
Signature: 	2014

ATTACHMENT 1

# Durham County Facility Use

## COUNTY FACILITIES COVERED BY POLICY

DURHAM  
COUNTY

Co

The following Facilities are available for use pursuant to the terms of this Policy and other guidelines and rules as further set forth herein:

Facility	Address	Space Available	Priority Use	Lease Hours available	Contact	Special notes*
Administrative Building	200 E. Main st	Commissioners Chamber & Conference Room	1 -3	M—F 5pm- 9pm	Clerk's Office 919-560-0025 or clerk@dconc.gov.	Not available during scheduled BOCC mtgs.
Cooperative Extension	721 Foster St.	2 Conference rooms and 2 Classrooms	1 -3	Call for availability	Program Administrator 919- 560-0525	Sat/Sun availability only when Extension activities are in session.
Criminal Justice Resource Center	326 E. Main St.	Street front meeting room	1 -3	M-Thurs: 8:30am-8:30pm Friday: 8:30am-9pm Sat/Sun: 9 am — 4pm	Administrative Officer 919-560-0552	Available on or about September 1, 2014.
Durham County Courthouse	510 South Dillard St.	Courtrooms on floors 3 through 7	only	F: 6 pm- 9pm Afterhours: Sat/Sun.: 9am — 6pm	Court Administrator 919-808-3251 or kathy.shuart@nccourts.org	Use must be a Court related activity, including moot court, law competitions, teen court. Sheriff Office will dictate availability
Human Services Building	414 E. Main St.	Auditorium Rooms A, B c	1 -3	M—F: 6 pm-9pm Sat/Sun 9am-4pm	County Ambassadors 919-560-7666	
Main Library East Branch Nonh Branch S W Branch Stanford L Warren South Branch	00 N. Roxboro II Lick Creek Ln. 21 Milton Rd. 605 Shannon Rd. 1201 Fayetteville St 505 S. Alston Ave	Conference Rooms	1 -4	M, Tues, Thurs: 9am-9pm Wed:9am-6pm Fri: 2pm-6pm Sat: 9:30am-6pm Sun: 2pm-6pm	www.durhamcountylibrary.org	

Priority 1 : Durham County sponsored programs and activities; or a board or committee having at least one member appointed by the BOCC.

Priority 2: A group consisting primarily of Durham County residents meeting for a public purpose.

Priority 3: City of Durham, Federal or State programs, Durham County Public Schools, Durham Technical Community College and Universities located in Durham.

Priority 4: Nonaffiliated Group or any public purpose group not meeting the definition of Affiliate.

Affiliate\*Political Use required by law as space is available.

# Durham County Facility Use Fee Schedule

# Co

		Hourly RateS(includes utilities) (after hours janitorial rates is commensurate with the use of the facility )
Administration Complex	200 Main Street (919-560-0025)	
Capacity 155	BOCC Chamber Room	\$50.00
Capacity 20	BOCC Conference Room	\$30.00
	Ambassador Fee	\$21.70
	Security-SPO	\$23.38
	Janitorial	\$18.25
Cooperative Extension	721 Foster Street (919-560-0524)	
Capacity 65	Large Conference Room	\$40.00
Capacity 30	Classrooms	\$30.00
Capacity 12	Classroom	\$20.00
	Security-SPO	\$23.38
	Janitorial	\$18.25
Criminal Justice Resource Center	326 East Main (919-560-0552)	
Capacity Standing 100	Conference room	\$45.00
Capacity Seated 50	Security-SPO	\$23.38
	Janitorial	\$18.25
Durham County Courthouse	510 South Dillard (919-808-3251)	
	Facility Rate	\$50.00
	Sheriff Officer	\$25.00
	Janitorial	\$20.32

		Hourly RateS(includes utilities)
Human Services	Lots: 4, 5, 6, 8, 13, 14, 27, 29	\$40.00
	&36. Roxboro Deck	\$30.00
Capacity 160		\$26.00
Capacity 140	Damage Deposits for all rentals with exception of Libraries	\$23.38
Capacity 120	414 East Main Street (919- 5607666)	\$21.70 \$20.32 \$30.03
	Conference Room A	
	Conference Room B	\$100.00*
	Conference Room C	
Libraries	Kitchen	
<a href="http://www.durhamcountylibrary.org">www.durhamcountylibrary.org</a> .Capacit y	Security-SPO	
Varies per facility	Ambassador Attendant fee	\$200.00*
	Janitorial	
	Maintenance	\$25.00*
	Main Library auditorium, conference room and regional/branch large meeting rooms Four hour meetings or less Large Conference room more than 4 hours Small meeting/study rooms/refreshments Nonprofits	\$25.00* \$23.38* \$18.57* \$100 \$50 \$25
Library Refundable Damage Deposits:	with refreshments	
	Security-SPO	
	Security-CPO armed	
	Refer to Library Webpage	
	Conference Room	
Parking Lots Rental only	Small Conference Rooms &Kitchens Classrooms	25% of rental fees
	\$50.00	

\*Meeting rooms are free to non-profits (no food)

\*\* Parking lots and deck can only be rented after normal work hours

# Durham County Facility Use Application

Co

1881

RENTAL APPLICATION		
APPLICANT INFORMATION		
Contact Name: _____		
Organization: _____	Phone: _____	
Current address: _____		
City: _____	State: _____	ZIP Code: _____
Fax: _____	Email: _____	ISBN: _____
EVENT DAY CONTACT PERSON: (Only if different from above) Name: _____		Mobile: _____
Type of Organization: <input type="radio"/> Affiliate <input type="radio"/> Non Profit <input type="radio"/> Durham County Schools <input type="radio"/> Government Agency		
Type of Event/ Event Name: _____		
Description of Event: (Please describe your event in detail) _____ _____ _____		



Insurance: The User shall be required, at its sole cost and to secure and maintain continuously a policy or policies of insurance during the term of the Contract. The policy minimum limits of liability for bodily injury and property damage shall be \$1,000,000 each occurrence.

Security:(insert based on location)

Payment: A refundable deposit of 25% of base rental fee. Cash, Money Order or Certified Check.

I understand that I am responsible to ensure payment of any rental fee (as agreed upon) and related costs. I also understand that this application may be denied for any reason, and if accepted will be bound to the terms and conditions of the Facility Use Contract. All information is accurate and truthful.

Applicant' Signature Required

Date:

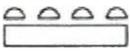
2

Return this form to: (insert name and e-mail)

Fax: 919-560-xxxx Mail completed application to: County of Durham , (address) Durham, NC 27701  
Attention:

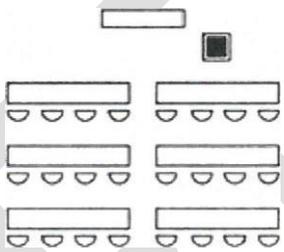
\*Set up Choices

**THEATRE**



**1**

**CLASSROOM**



**2**

**U.SIIAPE**

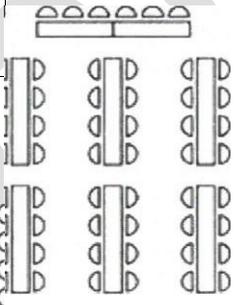
**3**

**CONFERENCE**



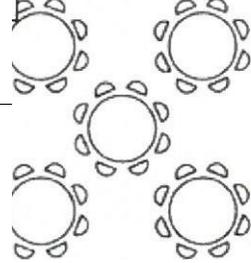
**4**

**BANQUET**



**5**

**BANQUET ROUNDS**



**6**