

RENTAL RULES & POLICIES

GENERAL

- All Downtown Cary Park rules will apply: <https://downtowncarypark.com/plan-your-visit#safety>.
- All Cary ordinances, policies and procedures will apply.
- Renter is responsible for communicating and enforcing all rules and guidelines to guests and vendors participating in event.
- Some, but not all, areas of the Park may be closed to host a private event. It is important that certain Park features remain open to public use, such as play structures and restrooms.
- Renter must adhere to maximum capacity of rented spaces.
- Rentals require one adult per ten persons under the age of 18.
- The main contact identified on the Request for Park Use application is expected to be in attendance on the rental date(s) for the duration of the rental.
- A Downtown Cary Park staff member will be assigned to your event to supervise and answer any questions. Staff may enter your rental space to check on your needs. Please let our staff know what is needed.

OUTDOOR EVENTS WEATHER POLICY: All outdoor events that occur in the Park are rain or shine. Contracted events may reschedule (as available) or cancel should inclement weather affect the event.

FOOD & BEVERAGE

The service of food and beverage must be pre-approved prior to the completion of this contract. No unauthorized food or beverages are allowed within your rented spaces. The renter must purchase all food and beverages from vendors on Downtown Cary Park preferred catering list. Exceptions may be made for parties of 25 or less.

ALCOHOL: When serving beer, wine or liquor, a certificate of insurance with liquor liability must be obtained with minimum requirements of \$1,000,000 per occurrence/\$2,000,000 aggregate. When applicable, the appropriate permit must be obtained from the ABC Commission.

- Permit (when applicable) and insurance must be provided no later than a week prior to the event.
- All alcoholic beverages served on premises must be consumed on premises unless renter opts into the social district. When participating in the social district, beer and wine can be consumed within the district if all social district requirements are met.
- Renter is solely responsible for liability from consumption of alcohol by guests on the premises.

MARKETING & TICKETED EVENTS

Community events will be listed on Downtown Cary Park's web calendar at <https://downtowncarypark.com/calendar>. Renter is responsible for any additional marketing.

Downtown Cary Park reserves the right to require ticketed events to be routed through Cary's Box Office: <https://thecarytheater.com/tickets/>.

THE PAVILION: PERFORMANCE/FILM CONTENT

Due to the proximity of child-centered spaces in the park, we require the content of all movies, musicians, comedians and speakers to be approved by a Downtown Cary Park staff member in advance of the viewing or performance.

SOUND/LIGHTING

SOUND: DJ/Amplified music may not interfere with other facility/park programs, other rentals or neighboring residents or businesses. A Downtown Cary Park staff member will monitor the volume of amplified sound. Park staff will determine if the music is causing disruption to other Park activities or neighboring residents or businesses. Upon oral notification of this disruption, volume must be lowered immediately. Violation may result in renter being asked to leave park property prior to the end of the rental. No refund will be issued.

LIGHTS: Additional non-Park lighting is subject to approval by the Rentals Coordinator.

SETUP/RESTORATION

Event/Meeting setup and restoration (including tables/chairs) is the responsibility of the renter and is part of your rental time. When making your reservation, please take this time into account.

PLANNING & SETUP

A detailed event layout and schedule must be submitted for approval to the Rentals Coordinator at least three weeks prior to your first rental date.

- Floor plans must include the name of the event, event dates, legend, measurement scale and emergency egress gates.
- Event layouts must note all event activities, additional tents and vehicles, signage locations, entertainment elements, stages, game locations, table and chair locations and queuing locations.
- Any equipment or production elements to be placed on the grass must be approved by the Rentals Coordinator and may require flooring.
- It is prohibited to affix equipment or event elements to structures in the Park. Park fixtures may not be moved or altered.

RESTORATION

- Renter shall return any Park equipment to its designated place.
- Renter is responsible for bagging and taking all trash to the dumpster. For events requiring multiple days, this shall be done at the end of each day or throughout the day if needed.

SIGNAGE & DECORATION

- All signage locations must be approved by Park staff. Signage plans must be submitted three weeks prior to your first rental date.
- All décor and signs must be freestanding: taping or tacking signs on walls, floors or exhibitions is not permitted; staking into the ground is prohibited.
- Helium balloons and birdseed are not permitted indoors. Confetti and glitter are not permitted indoors or outdoors.
- Candles must be dripless, smokeless and be contained in proper containers.

VENDOR CONTACTS

When applicable, a complete list of subcontracted vendors (i.e. florist, musicians, rental company, etc.), including contact names and numbers, should be provided to the Rentals Coordinator at least three weeks in advance of the event date.

VEHICLES

- The schedule for vehicles to be used in event set-up must be included as part of your production schedule and submitted at least three weeks prior to your first rental date.
- Vehicles are prohibited from driving or parking on grass within the Park, even during set-up.

PARKING/DELIVERIES

- Parking is available at sites around the Park. Visit <https://downtowncarypark.com/plan-your-visit#parking> for more.
- Potential drop off locations can be identified around the Park in advance. Consult with your Rentals Coordinator.
- Deliveries should only occur on your contracted dates. Deliveries shipped in advance will not be accepted. Any event items or equipment dropped off early or remaining after an event will incur an additional rental fee. Security for equipment left in the Park overnight or outside event hours is the responsibility of the event organizer.

TENTS/STAGES

- Renter must provide a map of where tent(s) and/or stage(s) will be set up and how the tent/stage will be secured at least three weeks in advance of the event date.
 - Staking is not allowed. Tents and stages cannot be set up in plant beds or mulch areas.
 - A [Town of Cary permit](#) (via the Fire Department) is required if:
 - Tent is 800 sq ft or more
 - Structure is air supported
 - Stage canopy is 400 sq ft or more
 - <https://www.carync.gov/business-development/developing-in-cary/fire-code-enforcement/fire-inspections>

ELECTRICITY

Please inquire about electricity upon reserving your space. Access varies by location. Electrical site plans will be shared once a signed contract is received.

WATER

Access to water is not available.

RESTROOMS

Downtown Cary Park reserves the right to require additional portable restroom facilities for events. Such determinations will be made at least three weeks prior to the event. The cost and coordination of additional restrooms is the responsibility of the renter.

SECURITY & SAFETY

- All security plans must be developed with the Rentals Coordinator and submitted for review and approval at least three weeks prior to the first rental date. Downtown Cary Park reserves the right to impose a coverage plan on the event if deemed necessary.
- The renter will be responsible for covering the expense of security when requested or when Downtown Cary Park staff deems security is necessary.
- In the event of inclement weather or other emergency situations, Cary reserves the right to cancel all reservations.
- The renter and its guests and vendors will adhere to the Center for Disease Control (CDC) and the NC Department of Health and Human Services (NCDHHS) guidelines related to health and safety.
- Animals of any kind are not allowed to enter indoor spaces except for service animals as defined by ADA.

DAMAGE & LIABILITY

- Persons or groups using the rented space shall be responsible for any damage to the space and any associated equipment and shall bear the repair or replacement cost for such damage.
- The Downtown Cary Park is not responsible for damage or loss of any personal property or outside rental equipment brought into the Park.

LAWS & TAXES

COPYRIGHT LAW

Renter assumes all responsibility for the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used in or incorporated in the event. Renter agrees to indemnify, defend and hold harmless the Town of Cary from any claims or costs, including legal fees, which might arise from questions of use of any material described above.

ACCESSIBILITY

If a request for a special accommodation is made by a person with a disability for a public or private event/performance, renter agrees to absorb 100 percent of the expense. Downtown Cary Park staff will assist in coordinating certified professionals to provide the service requested with a minimum of a two weeks' notice.

TAXES

Downtown Cary Park shall not be responsible for the payment of any taxes arising out of or connected with the use of the premises by the renter. The renter shall be responsible and required to pay the Downtown Cary Park an amount sufficient to discharge all taxes which may arise from or in connection with the renter's use of the premises upon demand.

The following are not allowed in the Park:

- Generators, amusement rides, carnivals, hot air balloons, dunking booths, water slides, pony rides, petting zoos, air jumpers/inflatables or fairs
- Smokers, grills or other cooking devices
- Smoke effects, fog machines, explosives or pyrotechnics without permission from the General Manager and Fire Marshal
- Sale of goods or services without written approval from Downtown Cary Park

Since every event is different, our policies, rules and guidelines cannot cover every possible scenario. Downtown Cary Park reserves the right to modify rules and guidelines on an as-needed basis. Our only purpose is to ensure the success of your event while enhancing the experience and maintaining the safety of all our Park visitors.

Should Park rules be violated, the Town has the right to immediately revoke permits and cancel the event with no refund.