

Depot Park Rules and Regulations

Park Hours: 6:00 a.m. to 10:00 p.m.

Welcome to Depot Park, the birthplace of the City of Sanford. Please help us to maintain the park by complying with the following rules and regulations.

General Guidelines

- **DRUGS** - Absolutely no illicit drugs of any kind may be brought onto or consumed on the premises of Depot Park.
- **DANGEROUS WEAPONS OR SUBSTANCES** - The possession of dangerous weapons or substances, as defined in N.C.G.S. 14-269 is strictly forbidden in Depot Park. N.C. G.S. 14-269 defines a weapon as any "bowie knife, dirk, dagger, sling shot, loaded cane, metallic knuckles, razor, shunknin, stun gun, pistol, gun, or other deadly weapon of like kind".
- **ALCOHOL** - Alcohol may be brought onto or consumed on the premises of Depot Park ONLY for organized events whereby Depot Park has been leased from Downtown Sanford, Inc. (DSI) for that event, written authorization has been received from the City of Sanford Police Department, and the lessee has purchased a "HOST LIQUOR & GENERAL LIABILITY" insurance policy for coverage in the amount to be no less than 1 million dollars listing the City of Sanford as the additional insured to the Executive Director of DSI one month prior to the event. (Please see the entire Alcohol Policy of Depot Park for further details). General alcohol consumption by individuals will be allowed for DSI sponsored events, such as "Function at The Junction" Summer Concert Series.
- **PARKING** - Individuals must park only in designated marked areas. Due to underground sprinklers and electrical, no parking is allowed on the grass or sidewalks. Any damage to park property is the responsibility of that person and will be subject to reimbursement for damage costs. This includes bands loading and unloading.
- **GRILLING** - No grilling on the premises without authorization from DSI. If you are bringing your own personal grill, the grill must be placed on the asphalt next to the railroad tracks and not on the sidewalks or grass.
- **GAMES OF CHANCE** - No person shall conduct or carry on any game of chance in the park in which money, property, or other thing of value is bet.
- **NOISE ORDINANCE** - The use of any radio, amplifier or other device at a level disturbing to the public is prohibited. Sec. 16-102 of the City of Sanford Code of Ordinances states that loud or disturbing noise is prohibited. DSI reserves the right to allocate specific times when events may occur based upon their anticipated noise levels.
- **BONFIRES** - No person shall make or kindle a bonfire in the park at any time.
- **LITTERING** - No littering will be allowed on park grounds. Trash must be thrown away in the trash receptacles.
- **FOUNTAIN** - No person shall deposit, dump, throw, cast or lay any trash, rubbish, ashes, paper, debris, limbs, leaves, soap, or any dye agent in the fountain at any time. No child under the age of 13 will be allowed in the fountain without the supervision of an adult.
- **TRAIN** - No child under the age of 13 will be allowed on the train without the supervision of an adult.
- **ADVERTISING** - No person shall place or erect any sign, structure, bulletin board, poster or advertising device of any kind whatsoever in the park, or attach any notice, bill, poster, sign, wire, chain or cord to any tree, shrub, fence, railing post or structure within the park except at the information kiosks at the back and front of Depot Park. Individuals wishing to post information at the kiosks must receive approval from the Executive Director of DSI.
- **EDIBLE PRODUCTS** - No person shall solicit, peddle, or sell edible products or other merchandise in the park without written agreement from DSI or the Sanford City Council.
- **FURNISHINGS** - Furnishings in the park such as benches and trash receptacles are not to be moved or removed.
- **PETS** - All pets must be on a leash at all times and pet owners are responsible for placing pet feces in the proper trash receptacles. Owners must provide their own plastic bag.
- **ORGANIZED CHURCH SERVICES** - No routine organized church services will be allowed on the premises (i.e. Revival or Weekly Service).

DSI reserves the right to close the area at any time for special events, inclement weather or specific maintenance reasons. Flagrant disobedience or total disregard of posted rules and regulations will result in an indefinite suspension from Depot Park. Appeals to lift the suspension and regain use of the park shall be made to City Council and a hearing thereon will be conducted along with a DSI representative. These policies are reviewed annually by DSI and are subject to change as necessary.

Depot Park Rental Policy

Thank you for your interest in requesting the use of Depot Park for your organized event. The cost for reserving the park is a \$150.00 which includes a \$50 returnable deposit (\$100 for non-profits).

- All arrangements for the use of Depot Park are to be made with and approved by DSI
- Rental fees for the Depot are based on a six-hour time period. No rentals will go beyond 10:00 p.m.
- Any cancellation made within two weeks or less will forfeit the \$50 reservation fee.
- No reservations will be guaranteed over the telephone.
- In the event that a time change must be made, all confirmations of changes must be cleared through the Executive Director of DSI at least 1 week prior to the event.
- A noise ordinance is in effect for all Depot functions. Noise levels shall not exceed the normal decibel level. Sec. 16-102 of the City of Sanford Code of Ordinances states that loud or disturbing noise is prohibited.
- If serving alcohol, please carefully read the alcohol policy.
- If grilling, grills must be placed on the asphalt next to the railroad tracks and not on the sidewalks or grass.
- Activities sponsored or cosponsored by DSI, City Council, the Sanford Board of Realtors, or the Railroad House have priority in scheduling for the use of the park, and no person shall use, or abet the use of the area in which such activities are being held in violation of posted notices.
- The reserving party is responsible for clean up immediately after the event and for all property damage. The refundable security deposit of \$100 will be returned provided the park is not damaged and is free of debris upon inspection after the event. Should property damage exceed \$100, the reserving party will be subject to reimbursement for the actual damage of the costs incurred during the rental time.
- Bands will be responsible for all set up and breakdown of their equipment.
- The City and DSI reserve the right to require security at an event at the cost of party leasing the facility.
- The contact person listed below must be present at all times at the event. And remember to have a copy of the completed application present during the event.

Application Form for Use of Depot Park

| | | |
|---|-----------------------|-------|
| Name (Contact Person & Organization): | | DL# |
| Address: | City/State/Zip: | |
| Home Telephone: | Business Telephone: | |
| Date of Event: | Time Range: | |
| Type of Event: | Estimated Attendance: | |
| Proposed Activities: | | |
| Will you need the use of the bandstand (please circle)? Yes No | | |
| Will you be grilling (please circle)? Yes No If yes, please see the guidelines above | | |
| Will you be serving alcohol (please circle)? Yes No If yes, please see the alcohol policy on the following page | | |
| I HEREBY CERTIFY that I have read the rental policy, that I am authorized and the responsible representative of the requesting party, that the above information submitted is true, and that my party will comply with the REGULATIONS, POLICIES, AND FEE SCHEDULE governing the use of the facility. | | |
| Signature of Applicant: | | Date: |
| Approved by: | | Date: |

For More Information
Contact David Montgomery, Executive Director,
Downtown Sanford Inc., at 775-8332 or visit
www.downtownsanford.com

Alcohol Policy

It shall be the decision of the lessee to have beer and wine served at their function. If agreed upon, the lessee shall hold harmless the City of Sanford from any legal and/or medical damages incurred during their function with group members or all visiting participants. (See contract)

- All beverages must be purchased and served by a responsible caterer. It shall be the responsibility of the lessee to either purchase or hire a caterer who has a 'HOST LIQUOR & GENERAL LIABILITY' insurance policy for coverage in the amount to be no less than one (1) million dollars, listing the City of Sanford as the additional insured to the Executive Director one month prior to the engagement.
- The lessee will need to set up a meeting with the City of Sanford Festival Committee one month prior to the engagement. Contact the Executive Director of DSI to set up the meeting.
- The lessee will be required to fill out an application for an alcohol permit with the City of Sanford Police Department at 225 E. Weatherspoon Street.
- All sale and payment of alcoholic beverages to the user group will take place off site from the Depot.
- DSI shall set boundaries of control where the beverages will be permitted for serving and consumption.
- The lessee shall secure the proper amount of security for each rental where the lessee requests alcohol to be served; amount of security will be based on the total number of guests expected.
- All alcoholic beverages shall be served to those of legal consumption age only.
- The lessee shall be responsible for removing purchased unopened alcoholic beverages from the facility following the event. All products must be removed the day of the event in a lawful manner.
- The lessee will assume full responsibility of the food and beverage served during the event. The City of Sanford will be held harmless from all liability related to the dispensing of the food and alcohol during the event.
- The City and DSI reserve the right to change this policy without notice.