



Town of Garner



Parks, Recreation and Cultural Resources

Commercial Fitness, Athletic Instruction Classes or Camps Rental Policy

For the health, safety and welfare of Town of Garner residents and to effectively manage the use of Town of Garner parks, the Town implements these procedures where by all persons who wish to use Garner's parks to conduct fitness classes/training are required to register with the Garner's Parks, Recreational and Cultural Resources Department, meet specific requirements and complete a rental agreement.

1. General

- a. The Town of Garner has priority in scheduling the parks for programs and events.
- b. All rentals shall only occur during regular park hours of operation, dawn to dusk.
- c. A 30-minute time break will be allotted between rentals. Ample time should be allowed for setup and clean up in order for the space to be vacated at the designated time as stated in the rental agreement.
- d. The Town of Garner reserves the right to cancel any rental agreement and shall not be responsible for any associated costs or damages: yet, the Town will endeavor to provide adequate notice and provide alternate locations. Rental fees will be refunded for time cancelled by the Town.
- e. Any rental agreement may be revoked for misrepresentation in the application or violation of terms and conditions of the Rental Application & Contract or any Town or Department rules, policies and ordinances. The Department reserves the right to terminate any rental in progress without refund due to violations or questionable situations arising during the rental.
- f. Failure to adhere to the rental agreement may result in termination of current or future rentals.
- g. In the event youth programs are held, background checks must be conducted at the expense of the renter.

2. Approved Uses

- a. Fitness Groups
- b. Yoga Instruction
- c. Other professional fitness services as approved by the Director of the Parks, Recreation and Cultural Resources Department or Designee.

3. Approved Locations

The Parks, Recreation and Cultural Resources Department staff will review the addition and/or deletion of approved locations during each Fiscal Year.

Lake Benson Park

Amphitheater
Earth Stage
Large Field

Garner Recreational Park

Front Lawn Area

White Deer Park

Front Lawn Adjacent to Aversboro Road
Nature Center Lawn
Meadow Lawn

4. Excluded Areas

- a. Any area specifically dedicated to a use that could reasonably conflict with any approved use is excluded. For example, holding fitness classes in an area dedicated as children's play area or the Veteran's Memorial is not allowed. Shelters, trails, picnic areas, parking areas and landscaped areas are excluded from such activity.
- b. Parking lots may not be used for any fitness, training or professional service or purpose at any time.
- c. Park equipment and installations, including but not limited to light poles, drinking fountains, public art, bleachers, pergolas, benches, railing, fencing, signs, bike racks and barbeque grills shall not be used for exercise activity.

5. Approved Equipment

Trainers are allowed to bring yoga mats, water bottles, medicine balls, exercise tubing and/or bands. Other items require pre-approval from the PRCR Director or designee.

6. Prohibited Equipment

- a. Trainers may not bring equipment to parks that could damage the parkland, facility or pose a hazard to the general public.
- b. These items include but are not limited to, tractor tires, cables, railroad ties, vehicles driving on the lawns, or vehicles parking anywhere but designated parking spaces. Attaching equipment to trees, buildings, park structures, hand rails or any other fixed items is not allowed.
- c. Flags or banners can only be posted near the class, camp or event registration table. Any flyers or signs must be removed immediately following the class, camp or event.
- d. No permanent structures of any kind may be erected.
- e. For safety reasons, no glass containers are permitted for beverages.
- f. No person shall place any equipment or object used for fitness or athletic activity weighing more than twenty-five pounds without prior authorization by the Director or designee.

7. Impact on public use and priority of the permit

Renters shall not interrupt existing use of an area by the general public and the public must always have access to park entrances. Blocking of public access is prohibited. All Town sponsored or contracted programs, camps, special events and athletics will have priority and are not to be impacted by renters.

8. Prohibited

- a. Alcoholic beverages are prohibited at all times within any town owned facility and/or park grounds.
- b. Smoking is prohibited inside facilities owned by the Town of Garner. Smoking is not allowed in the Nature Center, on the Learning Deck or within 50 feet of the Nature Center.
- c. Renters may not drive on sidewalk to load or unload.
- d. Any activities or conduct which results in the destruction of, damage to or removal of any park amenities (e.g. park benches, trees) is strictly prohibited.
- e. Erection of structures, fences, poles, tents stages, bleachers, portable toilets or fireworks is prohibited.
- f. Staking (ground penetration) is NOT permitted.
- g. No person shall store athletic, sports or other equipment within any park.
- h. Food service is not permitted.
- i. The sale of goods or the operation of a concession is prohibited.
- j. The operation of public address system or amplified music is only permitted through a small sound system comparable to class size.

9. Renters Responsibilities

- a. It is the renter's responsibility to return the park to the condition it was in prior to the permitted activity or pay additional fees related to returning the property to condition prior to the activity. Renters are responsible for ALL clean up after each activity.
- b. The renter is responsible for the conduct of spectators, participants and all parties associated with its use of park space. Misconduct while on Town property and damage to Town space or facilities will result in the user's privileges being revoked.
- c. Renter is responsible for ensuring that class is operated only in a designated park, area in the park, time and date on rental agreement.
- d. Activity must be conducted in a safe, orderly manner and must not interfere with other park users.
- e. Any property damage which occurs during the permitted activity or during set-up or take-down is the responsibility of the renter. Damage to park property should be reported immediately. It will be assessed and repair costs billed to the renter. Renter is responsible for leaving areas clean and litter-free and may be billed for any cost incurred for clean-up.
- f. Destruction, removal or injury to any park facility or park foliage may require restitution in an amount necessary to reimburse the Department for investigative costs and for the values of the item or material destroyed, defaced or removed. Additional fees will be charged for all damages, as well as labor, required to replant or restore the area, item or material affected.
- g. Once approved for use, renters must carry their rental agreement and receipt and present them upon request. Rentals will be revoked without payment or any compensation for breach of any laws or conditions established herein. Non-compliance may also result in additional charges.

10. Required Documents

- Liability Insurance (\$1,000,000 per occurrence; \$2,000,000 aggregate, listing Town or Garner as additional insured:)
- Current Certifications
- Current CPR Certification
- Current First Aid Certification
- Copy of the Liability Waiver that you will be using
- Business License
- Workmen's Compensation Coverage (needed if more than one instructor involved)

Rental Fees

1 Month Agreement:	1-50 participants	\$25/hr. Residents	\$33/ht. Non=Residents
1 Month Agreement:	Over 50 participants	\$35/hr. Residents	\$46/hr. Non-Residents
3 Month Agreement:	1-50 participants	\$20/hr. Residents	\$26/hr. Non-Residents
3 Month Agreement:	Over 50 participants	\$30/hr. Residents	\$39/hr. Non-Residents