

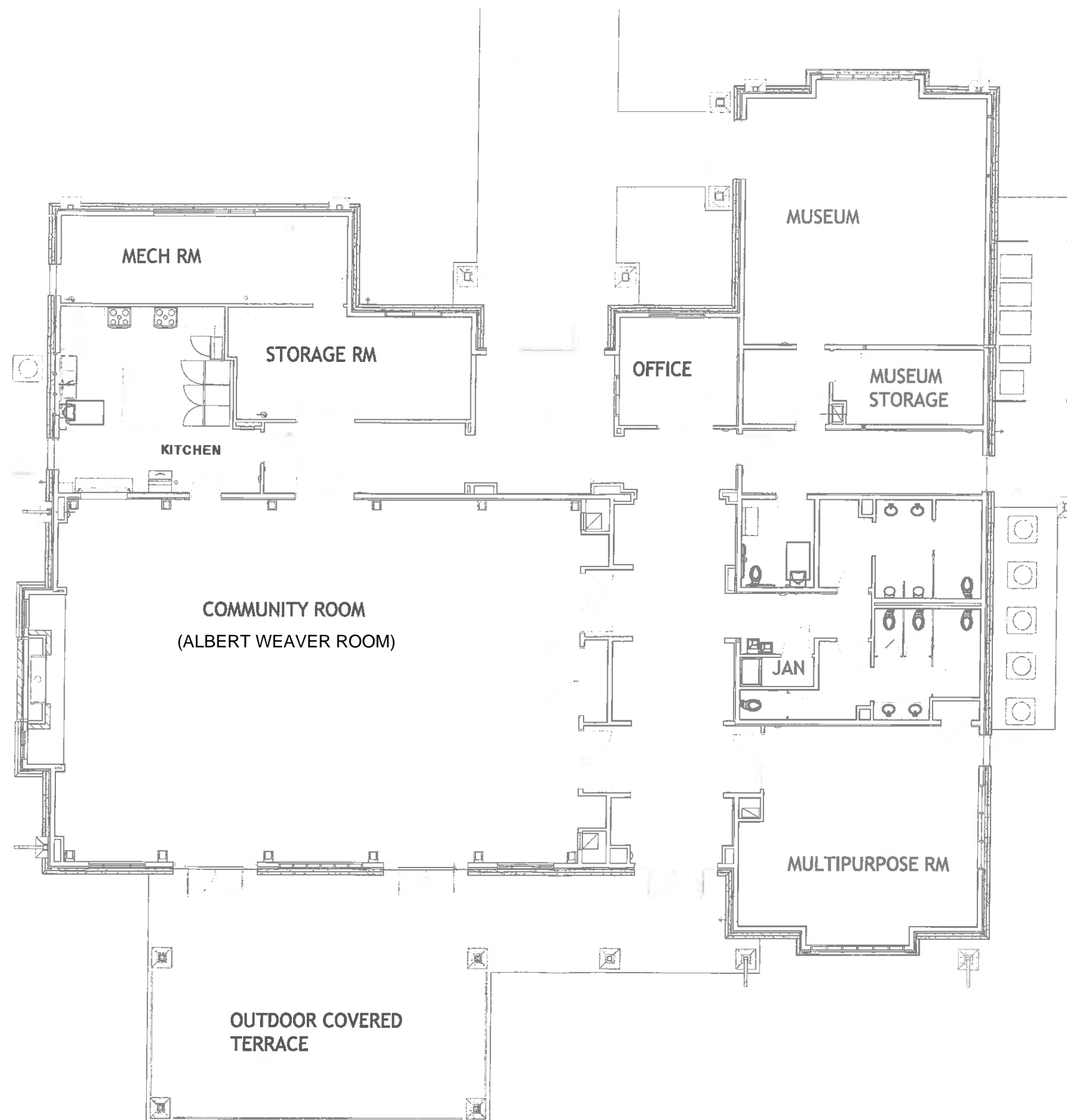
TOWN OF WEAVERVILLE

AGENDA

**Weaverville Community Room at Town Hall
30 South Main Street, Weaverville, NC 28787**

**September 17, 2024 at 6:00 pm
Town Council Regular Workshop**

	<i>Pg #</i>	<i>Presenter</i>
1. Call to Order		Mayor Fitzsimmons
2. Community Center Annual Report		Community Ctr Mgr Myers
3. Current Programming and Operations		Community Ctr Mgr Myers
a. Private Rentals		
b. Community Programming and Arts (WCPA, formerly WCCHL)		
c. Facility Management/Maintenance		
d. Recreation Complex		
e. Dry Ridge Historical Museum		
f. Weaverville Tailgate Market		
Attachment – Community Center Diagram	2	
Attachment – Current Facility User Agreement (Rules)	3	
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4. Current and Future Staffing		Community Ctr Mgr Myers
5. Goals/Benchmarks for Community Center Usage		Town Council
6. Other Discussion or Direction to Staff		Town Council
7. Adjournment		Mayor Fitzsimmons



GENERAL USE AGREEMENT FACILITY RENTAL



GENERAL INFORMATION

Today's Date: _____

Renter Name: _____ Renter Email: _____

Renter Address: _____

City, State: _____ Zip Code: _____

Official Staff Use Only: Resident Non-Resident Staff Initial: _____

EVENT DETAILS

Nature of the Event (birthday party, family reunion, club meeting, etc): One-Time Event Recurring¹ _____

Date of Event: _____

Event Start Time: _____ Event End Time: _____

Event Set Up Time: _____ Break Down Time: _____

Maximum Number of Attendees: _____

Please check all furniture and equipment needs that apply.

- | | |
|--|--|
| <input type="checkbox"/> Tables | <input type="checkbox"/> Projector/Screen |
| <input type="checkbox"/> Chairs | <input type="checkbox"/> Microphone(s) (# _____) |
| <input type="checkbox"/> Laptop Computer | <input type="checkbox"/> Speakers/Sound |

Please check all spaces desired for the event.

- Community Center – Multipurpose Room (Capacity: 16 people with tables, 35 w/o tables)
- Community Center – Albert Weaver Room (Capacity: 120 people with tables, 165 w/o tables)
- Community Center – Kitchen
- Community Center – Back Porch/Patio
- Community Center – Fireplace
- Town Hall – Community Room

Will you be serving food at this event? No Yes If yes, what kind of food service? Self-serving Catered by _____

Will there be animals present at this event? No Yes

Town Manager (or Designee) Animal/Alcohol Approval: _____

Will you be serving alcohol at this event? No Yes

Deposit Required [Staff Only] \$ _____ Full Deposit Returned (Staff Only) Yes No
Fees Required [Staff Only] \$ _____ Amount of Deposit Withheld (Staff Only) \$ _____
Total Required [Staff Only] \$ _____ by _____ Reason Deposit Withheld:

BY SIGNING HERE, I ACKNOWLEDGE THAT I AM 21 YEARS OF AGE OR OLDER AND THE RESPONSIBLE PARTY ON THIS EVENT, THAT ALL INFORMATION STATED ABOVE IS TRUTHFUL AND COMPLETE TO THE BEST OF MY ABILITY, AND BY SIGNING I HEREBY AGREE TO COMPLY WITH ALL RULES, REGULATIONS, RESTRICTIONS, AND PROHIBITIONS AS STATED IN THIS AGREEMENT. THIS AGREEMENT IS NOT ASSIGNABLE.

A copy of a valid photo ID must be provided by the renter.

Renter's/Responsible Party's Signature: _____ Date: _____

¹ Unless approved by the Town Manager (or Designee), recurring events cannot reserve any space for more than three consecutive dates, and there is a maximum of eight rentals per year per individual renter.

GENERAL USE AGREEMENT FACILITY RENTAL



RESPONSIBLE PARTY – The person completing the rental agreement is the responsible party for the event, must be at least 21 years of age and must be present during the entirety of the event. This person will be considered the responsible party in the case of damage, theft, disturbances, or other incidences during the event.

DEPOSITS – A deposit is required for all rentals, unless otherwise waived, modified, or approved by the Recreation Coordinator. The deposit is due with the Rental Application, and no later than 7 days after the reservation is approved. Deposits can be paid via card, check, or cash. If no damages occur, the facility is left clean and orderly, there is no evidence of items from the miscellaneous prohibitions section, and a Police Officer is not required to attend the event for any reason, the security/cleanup deposit will be refunded. The refund amount will be at the discretion of the designated Town staff member. The Town reserves the right to bill for any expenses that exceed the rental deposit, including additional cleaning fees or lost or damaged items. Please allow ten (10) business days for the issuance of a refund of the deposit.

FACILITY RENTAL – This rental agreement provides the renter with the right to inhabit the space rented. All other spaces are off limits and entry into unauthorized areas constitute a trespass which will nullify this agreement. The space that you are renting includes the event area, restrooms, and use of the facility parking area. Facility rental **DOES NOT INCLUDE** the following:

- Event staff
- Linens or other decorations
- Caterers, kitchen/dining utensils, silverware, glasses, or plateware
- Cleaning

PARKING – Parking is restricted to the designated parking lot located outside of the Community Center. All attending parties must abide by Town parking regulations. Failure to comply with parking regulations may result in the issuance of parking citations.

SIGNAGE – On premises signage may be used but must be pre-approved by the designated Town staff member to ensure compliance with Town ordinances and may only be installed via easel, projection, or yard signs. Signage on roadways, street signs, or other public spaces is not allowed.

SET-UP, BREAKDOWN, AND CLEANUP – The renter shall be responsible for the set-up and breakdown of equipment. Failure to comply may result in the loss of the security/cleanup deposit. If an individual or group needs additional equipment other than what is provided, it must be secured through alternate outside sources. Sufficient time for set up and break down must be included with the reservation. Groups or entities using rooms and facilities will return the rooms and facilities to their pre-event condition, including the following and failure to do so may result in the loss of the deposit:

- Collecting and placing all garbage/recycling in the designated receptacles outside of the building
- Flushing all toilets
- Leaving all facility furniture and equipment as found or as directed by the Recreation Coordinator
- Turning off all lights, unless otherwise directed by the Recreation Coordinator.

CANCELLATION – Cancellations of a scheduled activity must be made seven business days in advance in order to receive a full refund. Failure to provide required notice will result in loss of all fees paid. Any special circumstances that would merit a refund notwithstanding this policy will be the decision of the designated Town staff member. In the event of an emergency or severe weather, Town Manager or their designee has the authority and right to suspend all activity within the facility and evacuate all individuals to the nearest emergency shelter.

PHOTO RELEASE – By signing below I grant permission to the representatives and employees of the Town of Weaverville to take photographs and video during the activity or event and authorize the Town of Weaverville to publish those photos in print and/or electronically for promotional use only.

MISCELLANEOUS PROHIBITIONS –

- a. Confetti, silly string, sand, glitter, and rice are prohibited inside the facilities and on the premises. Birdseed and bubbles are permitted outside only.
- b. Illegal drugs, gambling, and solicitation is prohibited.
- c. Any game or activity that is prohibited by North Carolina law, federal law, or local law, is prohibited.
- d. No open candlewicks; all candles must be enclosed in such a way to prevent risk of fire and damage caused by dripping wax (votive or hurricane-type containers are recommended).
- e. Nails, hooks, tacks, tape, glue, sticky tack, or screws into any part of the facilities is prohibited.

GENERAL USE AGREEMENT FACILITY RENTAL



- f. Items may not be left overnight unless previously authorized.
- g. Fireworks, sparklers, and other flaming or explosive items are prohibited in the facilities and on the premises.
- h. Fog machines and grills are not allowed to be used on the premises.
- i. Fire pits and grills, including charcoal, wood, and propane grills of any size, are not allowed to be used on the premises.
- j. Balloons are allowed at events held at a Town facility so long as they are securely tethered for the entirety of the event.

ADDITIONAL RENTAL RULES, REGULATIONS, RESTRICTIONS AND PROHIBITIONS

For any event where minors (18 years of age or younger) will be a majority of the attending guests, a ratio of 1 adult to every 10 minors must be present. The renting party shall be responsible for the orderly behavior of their guests using the facility and must conform to all Facility Use Policies and Town rules and regulations.

All events and potential noise disturbances must end no later than 10:00pm to comply with the Town of Weaverville noise ordinance. Cleanup is permitted until 11:00pm. An extension of this cleanup time must be approved by the Recreation Coordinator.

No person shall enter or remain in a Town building or facility unless properly clothed. Clothing and footwear appropriate to the event are required at all times.

A key may be provided only in the discretion of the Recreational Coordinator, Public Works Director, or Town Manager.

Use of the kitchen in the Community Center will be an additional fee. The Community Center kitchen may not be used unless with the Recreation Coordinator's explicit permission.

Animals are allowed inside the facility upon approval by the Town Manager, not including large animals such as horses or livestock. Service animals are allowed with proper documentation.

Alcoholic beverages may only be permitted in the Town Hall Community Room and Weaverville Community Center upon approval of the Town Manager. The renting party assumes all responsibilities and liabilities associated with the serving or consumption of alcoholic beverages during their use of the Town's property and the conduct of the special event. Special Event Insurance is to be purchased through the Renter's personal insurance policy or Gather Guard, or other similar tenant user liability insurance program offered by the North Carolina League of Municipalities.

The Town, its officers, agents, and employees shall have the right to enter the facility at all times during the rental event to confirm Renting party's conformance to this policy. If the Town determines, in its sole judgement, that Renting person has breached a term of this policy, the Town Manager shall have the right to immediately terminate this rental agreement prior to the expiration of its term and prior to the conclusion of the event without any refund to the renting person.

Under no circumstances may a group or entity use the Town's insignias, including the Town logos, without the express permission of the designated Town staff member for any events at Town facilities.

Failure to conclude the use of a room or facility (defined as more than fifteen minutes beyond the time indicated on the application), may result in the forfeiture of the deposit and additional fees assessed for Police Department enforcement.

The renting party shall immediately report defective equipment or unsafe conditions of any equipment or facilities that may endanger anyone to the Town employee in charge of the facility.

The renting party shall promptly report all accidents or incidents which result in either personal injury or damage to the property of the Town, an employee, or member of the public, regardless of who is responsible for the damage.

The Town Manager reserves the right to deny the use of the rooms and facilities if it is determined that the use is not in the best interest of the Town and public. The Town also reserves the right to evict any group or entity from any room or facility if deemed in the best interest of the Town and public.

The renting party will observe and obey all the Laws of the United States and the State of North Carolina; all applicable ordinances of Buncombe County and the Town of Weaverville; all rules, regulations, and requirements of the Buncombe County Health Department; the Weaverville Police and Fire Departments and other authorities of the Town. The renting party will obtain all licenses and permits required by any public body or contract at their expense.

No items may be taped or otherwise secured to walls, ceilings, or any surfaces. Any decorations placed must be removed and properly disposed after the event. All left decorations will be considered trash. Town furnishings /equipment may not be removed from the facility.

GENERAL USE AGREEMENT FACILITY RENTAL



Smoking and vaping are prohibited inside the facility, including on the patio. Smoking is allowed outside only in designated smoking areas.

Fog machines and grills are prohibited from being used on the premises of the Community Center.

Weapons of any kind are prohibited, including guns of any kind and regardless of whether or not a valid permit exists for such weapon. Exemptions apply for active law enforcement and military.

The following require approval of the Town Manager: (a) charging for admission; (b) selling tickets or taking subscriptions or collections; (c) selling of merchandise, products, services, etc.

A police officer may be required for an activity when deemed necessary by the Town Manager. Any monetary compensation required for such a service shall be included in a contract between the Police Department and the renting party.

Any modifications to this rental agreement (including rental times or spaces used) must be made 3 business days before rental date, and approved by Town Staff.

WAIVER AND RELEASE LIABILITY

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM THE RESPONSIBLE PARTY FOR THIS EVENT, THAT I HAVE READ AND AGREE TO ABIDE BY ALL OF THE TERMS OF THIS AGREEMENT, AND THAT I AM RESPONSIBLE FOR ANY INJURY, THEFT, DAMAGE, DISTURBANCE, OR OTHER INCIDENT CAUSED OR SUSTAINED DURING THE EVENT. I ALSO ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

I acknowledge and understand that the Town of Weaverville is not responsible for any items left in the rented space at the conclusion of the event and that the Town assumes no responsibility for lost, stolen, or damaged personal property.

I acknowledge and understand that I am fully responsible for the care of the furniture and equipment during my rental. I understand that I will be held responsible for all cost associated with repairs or replacement of any lost or damaged items in the facility during my scheduled event. Incidences of injury, damage, or other should be reported to the Town of Weaverville Recreation Coordinator immediately.

I understand and acknowledge that the entire facility is under video surveillance and recordings may be used for evidence, if necessary.

BY SIGNING BELOW I ACCEPT AND ASSUME FULL RESPONSIBILITY FOR ANY AND ALL INJURIES, DAMAGES (BOTH ECONOMIC AND NON-ECONOMIC), AND LOSSES OF ANY TYPE, WHICH MAY OCCUR AND I HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE THE TOWN, ITS INSURERS, EMPLOYEES, OFFICERS, AND DIRECTORS, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION, OR CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER THE SAME BE KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM OR ARISING OUT OF MY EVENT. I EXPRESSLY AGREE TO INDEMNIFY AND HOLD THE TOWN HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION, OR CAUSES OF ACTION, OF ANY PERSON OR ENTITY, THAT MAY ARISE FROM INJURIES OR DAMAGES SUSTAINED AS A RESULT OF THE EVENT.

THIS AGREEMENT, is signed and entered into as of this day _____, by and between the Town of Weaverville and _____.

Renter's/Responsible Party's Signature: _____

Date: _____

Town of Weaverville Representative Signature: _____

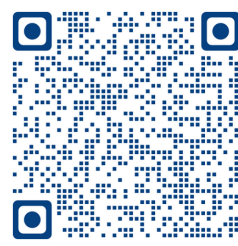
Date: _____

ATTACHMENT A TO FEE SCHEDULE – FACILITY USE FEES
FY 2024-2025 - Adopted 6/18/2024

		GOVERNMENT, NON-PROFIT, EDUCATIONAL, CHURCHES		PRIVATE - MEETINGS, PARTIES, WEDDINGS, RECEPTIONS		
TOWN FACILITY LOCATION		Resident	Non-Resident	Resident	Non-Resident	Employee
TOWN HALL*						
Community Room / Kitchen	Deposit	\$200	\$200	\$200	\$200	\$200
Mon-Sun	2 Hours	\$0				
	Hourly	\$10	\$15	\$15	\$30	\$10
	Daily Maximum	\$50	\$100	\$100	\$200	\$100
COMMUNITY CENTER*						
Albert Weaver Main Room	Deposit	\$500	\$500	\$500	\$500	\$500
Mon-Fri	Hourly	\$20	\$30	\$40	\$70	\$15
Mon-Fri	Daily Maximum	\$100	\$175	\$250	\$750	\$75
Sat-Sun	Hourly	\$30	\$50	\$75	\$100	\$25
Sat-Sun	Daily Maximum	\$200	\$325	\$500	\$1,000	\$150
Multi-Purpose Room	Deposit	\$100	\$100	\$100	\$100	\$100
Mon-Fri	2 Hours	\$0				
Mon-Fri	Hourly	\$10	\$15	\$15	\$35	\$10
Mon-Fri	Daily Maximum	\$50	\$100	\$125	\$250	\$50
Sat-Sun	Hourly	\$15	\$30	\$30	\$60	\$15
Sat-Sun	Daily Maximum	\$75	\$150	\$175	\$350	\$75
Kitchen	Deposit	\$300	\$300	\$300	\$300	\$300
Mon-Fri	2 Hours	\$0				
Mon-Fri	Hourly	\$12	\$20	\$20	\$30	\$12

Mon-Fri	Daily Maximum	\$50	\$100	\$100	\$200	\$50
Sat-Sun	Hourly	\$15	\$30	\$25	\$35	\$15
Sat-Sun	Daily Maximum	\$75	\$150	\$150	\$400	\$75
Back Porch/Patio	Deposit	\$100	\$100	\$100	\$100	\$100
Does not include building access *Weekend patio reservations must be made week of*	Hourly	\$15	\$25	\$25	\$35	\$15
	Daily Maximum	\$75	\$150	\$150	\$350	\$75
Add Ons						
	Fireplace Usage	\$25	\$25	\$25	\$25	\$25
	Back Porch / Patio	\$25	\$25	\$25	\$25	\$25
	*Facility Fees are determined based on hourly increments					

VIEW THIS ONLINE



SEPTEMBER 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
01 BALLROOM DANCING 3:00PM - 6:00PM (A)	02 CLOSED FOR THE LABOR DAY HOLIDAY	03 HIIT 8:00 - 8:30AM (A) TAI CHI 9:30 - 11AM (A) ART OF KNOWING YOURSELF 10:30AM - 11:30AM (M) CANASTA 1:15 - 4:15PM (M) BOARD GAMES 3 - 5PM (P) GENEALOGY 4:30 - 5:30PM (M) ZUMBA GOLD 6PM - 7PM (A) ARTISANS PLANNING 7:15PM (M)	04 YOGA 10 - 11AM (A) TAILGATE MARKET 3 - 6PM	05 LINE DANCE (A) FUNDAMENTALS 9AM BEGINNER/HIGH BEGINNER 10:15AM IMPROVER 11:30AM LEGO CLUB 4 - 5PM (M)	06	07
08	09 YOGA 10 - 11AM (A) BRIDGE 12 - 3PM (M) CHI GONG & MEDITATION 2 - 3:30PM (A) IYENGAR YOGA 5:15 - 6:30PM (A)	10 TAI CHI 9:30 - 11AM (A) GARDEN CLUB 11:30AM (A) BOARD GAMES 3 - 5PM (P) ZUMBA GOLD 6 - 7PM (A)	11 YOGA 10 - 11AM (A) TAILGATE MARKET 3 - 6PM	12 LINE DANCE (A) FUNDAMENTALS 9AM BEGINNER/HIGH BEGINNER 10:15AM IMPROVER 11:30AM	13	14 MUSIC IN THE PARK 6PM - 8PM FEATURING TIM MCWILLIAMS
15 BALLROOM DANCING 5:30PM - 7:30PM (A)	16 YOGA 10 - 11AM (A) CHI GONG & MEDITATION 2 - 3:30PM (A)	17 HIIT 8:00 - 8:30AM (A) TAI CHI 9:30 - 11AM (A) ART OF KNOWING YOURSELF 10:30AM - 11:30AM (M) CANASTA 1:15 - 4:15 (A) BOARD GAMES 3 - 5PM (P) ZUMBA GOLD 6 - 7PM (A)	18 YOGA 10 - 11AM (A) TAILGATE MARKET 3 - 6PM	19 LINE DANCE (A) FUNDAMENTALS 9AM BEGINNER/HIGH BEGINNER 10:15AM IMPROVER 11:30AM LEGO CLUB 4 - 5PM (M) STORYTELLING EVENT 7PM (A)	20 TAKE TEN MATINEE PERFORMANCE 2:30PM (A)	<div style="border: 2px solid black; padding: 10px; text-align: center;"> <p><u>INFO:</u></p> <p>DROP-IN SESSION</p> <p>MUST EMAIL TO SIGN UP</p> <p>(A) ALBERT WEAVER ROOM (M) MULTIPURPOSE ROOM (P) PATIO</p> </div>
22 TAKE TEN MATINEE PERFORMANCE 2:30PM (A)	23 YOGA 10 - 11AM (A) BRIDGE 12 - 3PM (M) CHI GONG & MEDITATION 2 - 3:30PM (A)	24 HIIT 8:00 - 8:30AM (A) TAI CHI 9:30 - 11AM (A) ART OF KNOWING YOURSELF 10:30AM - 11:30AM (M) VACCINE CLINIC AT TOWN HALL 12-6 BOARD GAMES 3 - 5PM (P) ZUMBA GOLD 6 - 7PM (A) WORDPLAY 7 - 8:30PM (M)	25 YOGA 10 - 11AM (A) TAILGATE MARKET 3 - 6PM	26 LINE DANCE (A) FUNDAMENTALS 9AM BEGINNER/HIGH BEGINNER 10:15AM IMPROVER 11:30AM	27	
29 WRITERS WORKSHOP READING 7:00PM	30 YOGA 10 - 11AM (A) CHI GONG & MEDITATION 2 - 3:30PM (A)	01 HIIT 8:00 - 8:30AM (A) TAI CHI 9:30 - 11AM (A) ART OF KNOWING YOURSELF 10:30AM - 11:30AM (M) CANASTA 1:15 - 4:15PM (M) BOARD GAMES 3 - 5PM (P) GENEALOGY 4:30 - 5:30PM (M) ARTISANS PLANNING 7:15PM (M)	02 YOGA 10 - 11AM (A) TAILGATE MARKET 3 - 6PM ⁹	03 LINE DANCE (A) FUNDAMENTALS 9AM BEGINNER/HIGH BEGINNER 10:15AM IMPROVER 11:30AM LEGO CLUB 4 - 5PM (M)	04 WEAVERVILLE COMMUNITY CENTER 60 LAKESHORE DRIVE, WEAVERVILLE	



Weaverville Community Programming and Arts 3rd Quarter of 2024

To receive this schedule via email send request to: wcpa@weavervillenc.org
All programs are free and open to the public.
Community Center, 60 Lakeshore Drive, Weaverville

Weaverville

1 Bridge Group #1 Pat Rhodes MR patcroomrhodes@gmail.com	2nd Monday 12:00 - 3:00 PM Ongoing	2 Bridge Group #2 Marlene Loomis MR marlenejkl@yahoo.com	4th Monday 12:00 - 3:00 PM Ongoing
3 Triple Play Canasta/Intermediate+ Ann Clare MR aclare122557@gmail.com	1st & 3rd Tues 1:00 - 4:00 PM Ongoing	4 Yoga (One Hour Session) Wendy Lantis WR bloomingself@gmail.com	Mon & Wed 10:00 - 11:00 AM Ongoing
5 Yoga (Iyengar) Gabe Pickard WR redanceinc@yahoo.com	2nd Monday 5:15 - 6:30 PM Ongoing	6 Chi Gong & Meditation David Ezra WR djez55@gmail.com	Mondays 2:00 - 3:30 PM Ongoing
7 Genealogy Carla Mitchell MR carladeam@gmail.com	1st Tuesday 4:30 - 5:30 PM Ongoing	8 Taoist Tai Chi Pat Lux WR plux363@gmail.com	Tuesdays 9:30 - 11:00 AM Ongoing
9 Zumba Gold Angel Trail, PT WR angel@bigivpypt.com	Tuesdays 6:00 - 7:00 PM No class 8/27	10 High Intesity Impact Training Maggie Crisp WR margaretrisp@gmail.com	Tuesdays 8:00 - 8:30 AM No class Sep 10
11 Board Games on the Patio Nancy Fitzpatrick P browneyedgirl463@gmail.com	Tuesdays 3:00 - 5:00 PM Ongoing	12 Wordplay: The WVL Poetry Collective Mel Kelley MR soulspeakavl@gmail.com	Tuesday, Sep 24 7:00 - 8:30 PM Email for information
13 Artisan Players Planning Meeting Janice V. Schreiber MR dreamweaversnc@gmail.com	1st Tuesday 7:15 - 9:15 PM Email for information	14 Ballroom Dancing (Sundays) Renee Twilley WR reneetwilley@gmail.com	Sep 1: 3:00 - 6:00 PM Sep 15: 5:30 - 7:30 PM Sep 15: Fox Trot
15 Line Dance Fundamentals Nina Denninger WR nina.denninger@gmail.com	Thur Sep 5 - Oct 24 9:00 - 10:00 AM Email to Register	16 Line Dance Beginner/High Beginner Deb Davis WR gentlecurrent@gmail.com	Thur Sep 5 - Oct 24 10:00-11:00 AM Email to Register
17 Line Dance Improver Bonnie Russolillo WR bonnieruss1@icloud.com	Thur Sep 5 - Oct 24 11:00 AM - 12:00 PM Email to Register	18 Line Dance High Beginner & Improver Bonnie Russolillo WR bonnieruss1@icloud.com	Mon Sep 7 - Oct 28 7:00 - 8:30 PM Email to Register
19 LEGO Activity Group Debbie Dobbins MR legoclubwvl@gmail.com	1st & 3rd Thur 4:00 - 5:00 PM Ongoing	20 Garden Club Pat Lux WR plux363@gmail.com	Tuesday, Sep 10 11:30 AM - 1:00 PM Email for information
21 Mountain Ballad Traditions Wilma Dykeman Legacy WR jmtotman@yahoo.com	Thursday, Sep 19 7:00 PM All ages, free show	22 Artisans Take Ten Matinees Janice V. Schreiber WR dreamweaversnc@gmail.com	Sep 20 and 22 2:30 PM All ages, free show
23 Peace Education Program No Class September 10 MR Register at: jcamp73@gmail.com	July 30 - Oct 1 Tuesdays 10:30 - 11:30 AM	24 Storytelling Class Chuck Fink MR Register: chuck.storyville@yahoo.com	Oct 31 - Nov 21 Thursdays 1:00 - 3:00 PM
25 Writers Workshop Reading Sandy Mariaskin MR smariaskin@gmail.com	Sunday, Sep 29 Free Event 7:00 PM	26 Music on the Knoll Free evening of music MR wcpa@weavervillenc.org	Saturday, Oct 12 Second Saturdays 6:00 PM

Contact the Instructor/Group Champion to register for classes or get more information about these activities.

WR Albert Weaver Room

MR Multipurpose Room

P Patio

Updated 30 Aug 24/16:00/sem

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF BUNCOMBE

THIS LEASE AGREEMENT is made on this the ____ day of _____, 2024, between the **TOWN OF WEAVERVILLE**, a North Carolina municipal corporation having an address of PO Box 338, Weaverville, NC, 28787 (herein called the “Town”), and **THE DRY RIDGE HISTORICAL MUSEUM, INC.**, a North Carolina non-profit corporation having an address of PO Box 413, Weaverville, NC, 28787 (herein called the “Museum”).

The Museum hereby offers to lease from the Town the premises as defined herein and the Town hereby agrees to such lease upon the following **TERMS AND CONDITIONS**:

1. **Premises.** The premises that is the subject of this lease agreement is collectively defined as the exclusive use and occupancy of the designated museum space (“museum space”) within the Weaverville Community Center located at 60 Lakeshore Drive, Weaverville, NC, 28787, and the non-exclusive use of the restrooms and corridors within the Weaverville Community Center and outside areas designated by the Town for historical markers (“shared spaces”).
2. **Term.** The term of the lease is for two years beginning on the 1st day of October, 2024, and is subject to the terms of this agreement.
3. **Option to Renew.** This lease is automatically renewable for one additional two-year term unless either party gives a minimum 6-month written notice of termination of the lease, and such renewal shall be considered a subsequent term under this lease. Additional or modified terms may apply to the subsequent term as provided herein. Any amendments to the lease provisions for the additional term shall be documented in writing and signed by both parties.
4. **Rent.** In consideration of the public purposes involved in the use of the premises by the Museum as defined herein, the rent shall be \$ -0- per month during the term of the lease. The Town reserves the right to fix a reasonable monthly rental amount for subsequent terms.
5. **Alterations, Fixtures and Improvements.** The Museum shall not, without the written consent of the Town, install any statues, markers, monuments, or landscaping, or otherwise make any improvements to the outside areas surrounding the Community Center.

Except as provided herein, the Museum shall not, without the written consent of the Town, make any alterations, additions, or improvements, in, to or about the premises, or affix any items to the walls, floor, or ceiling within or on the premises. Subject to the repair provisions set out in Section 9(b), the Museum is expressly allowed to attach or secure the following to the walls, but not the ceilings or floors, of the museum space:

- a. Dividers and displays in order to provide for the safety of Museum staff and volunteers and the general public;

- b. Shelving and cases as necessary for the display of Museum items, collections, and artifacts;
 - c. Sections of beadboard, barnwood, shiplap, and/or vintage wallpaper as deemed necessary by the Museum in order to enhance the educational value of the displays;
 - d. Photographs, historical documents, and other educational material for display purposes; and
 - e. Shelving, cases, and other storage racks for safe storage of the Museum's archives and collections.
6. **Equipment, Furniture and Supplies.** The Museum is solely responsible for providing all necessary equipment and furniture for operation of the museum within the museum space portion of the premises.
7. **Use.**
- a. The Museum will be allowed to use and occupy the museum space for museum, genealogical, archival, and educational purposes and shall generally be open to the public. The premises shall be used for no other purpose without the written authorization of the Town. The Museum is solely responsible for supervision and security of the designated museum space.
 - b. The Museum will be allowed to use and occupy the shared spaces to the extent necessary to provide access to restrooms and to provide reasonable access to display cases within the corridors containing museum items and artifacts.
 - c. The normal operating hours of the Museum, where the Museum is accessible to the general public, shall be Wednesday through Saturday from 11 a.m. to 5 p.m. during the months of April through November and Thursday through Saturday from 11 a.m. to 5 p.m. during the months of December through March. These times can be modified by the Museum upon consent of the Town Manager or her designee, which consent shall not be unreasonably withheld. The Museum can also be open at other times by appointment and for educational programming as a part of its normal activities as long as those times do not conflict with other Community Center programming or events.
 - d. Upon one week's prior written notice and with the consent of the Town Manager, or their designee, the Museum may hold meetings and other functions on the premises outside their normal activities and normal times of operation. The Town Manager's consent shall not be unreasonably withheld.
8. **Conditions.** In addition to providing the public with access to the Museum's displays and genealogical information, the consideration of this lease includes the following obligations that must be undertaken by the Museum:
- i. Installation and maintenance of permanent display items within the museum space reflecting the Town's history and its diverse inhabitants;

- ii. Installation and maintenance of two (2) permanent display cases, subject to advance approval by the Town Manager or their designee, one of which must provide accurate information on the general history of the Town of Weaverville;
 - iii. The installation and maintenance of four (4) display cases that rotate on a quarterly basis with the schedule and topics approved in advance by the Town Manager or their designee;
 - iv. A non-voting member on the Museum's Board of Directors selected by the Town Manager; and
 - v. Accurate collection of visitor data and quarterly reporting to Town Manager or their designee.
 - b. The Lessee must incorporate all relevant public health directives and federal, state, or local emergency directives or orders into its operational planning.
9. **Care and Maintenance of Premises.**
- a. The Museum acknowledges that the premises are in good order and repair. The Museum shall, at its own expense and at all times, maintain the premises in good and safe condition and shall surrender the same, at the termination hereof, in as good condition as received, except for normal wear and tear.
 - b. The Museum must follow all rules and regulations established by the Town for the Community Center concerning the safety, security, and general use and upkeep of the facility and its grounds.
 - c. The Museum must keep all equipment and furniture in safe working order. Items within the museum's collection do not have to be in working order, but must be made safe prior to display or storage within the premises.
 - d. The Museum must keep the premises orderly and clean. The Town agrees to provide routine cleaning services for the shared spaces including the restrooms.
 - e. The Museum is responsible for taking all trash and recyclables from the museum space to the designated trash and recycling carts on at least a weekly basis. The Town is responsible for providing adequate trash and recycling receptacles for the premises and for placing trash and recyclables from the shared spaces into the appropriate trash and recycling carts.
 - f. The Museum will be responsible for adhering to the Town's security plan for the Community Center. Museum shall immediately notify the Town of any breach of security or breach of security protocol.
 - g. Approval from the Town Manager must be received before any items are affixed to the walls or doors within the museum space. No items may be affixed to the walls or doors within the shared space. It is preferred that posters, announcements, artwork, etc. be mounted on a centralized bulletin board that can be moved when needed.

- h. The Lessee must incorporate all relevant public health directives and federal, state, or local emergency directives or orders into its cleaning and maintenance planning.
10. **Repairs.**
- a. The Town shall provide all maintenance and repairs to the Community Center facility, including the roof, structural foundation, electrical, plumbing, and the HVAC system. The Museum shall be financially responsible for all repairs to the premises made necessary due to the Museum's use of the premises, normal wear and tear excepted. The Museum must immediately notify the Town Manager of any repair or maintenance needed within or on the premises.
 - b. The Museum shall be responsible for returning the museum space to its original condition, normal wear and tear excepted, at the end of the lease term or upon earlier termination as provided in this agreement. This includes, but is not limited to, the repair of any and all damage to the walls due to the removal of items affixed or attached to or hung on the walls as allowed by Section 5.
11. **Ordinances and Statutes.** The Museum shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which hereafter are in force, pertaining to the premises affecting the use thereof by the Museum.
12. **Assignment and Subletting.** The Museum shall not assign this lease or sublet any portion of the premises without prior consent of the Town. Any such assignment or subletting without consent shall be void and, at the option of the Town, shall terminate this lease.
13. **Utilities.** For this term of the lease the Town shall pay for all utilities, including electricity, water and sewer, and internet, related to the premises, including the museum space. Town reserves the right to reasonably charge the Museum for utilities for subsequent terms with an amount to be negotiated.
14. **Entry and Inspection.** The Museum shall permit Town or Town's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting and/or performing routine or as-needed maintenance on the premises.
15. **Indemnification.** The Town shall not be liable for any damage or injury to the Museum, or any other person, or to any property, occurring on the premises or any part thereof, and the Museum agrees to hold the Town harmless from any claims for damages, except for the Town's own negligence. The Museum, its officers and employees shall, through the signing of this document by an authorized party or agent, indemnify, hold harmless, and defend the Town, and its officials, agents, and employees from all suits and actions, including attorney's fees and all cost of litigations and judgment of every name and description brought against the Town as a result of loss, damage or injury to

person or property resulting from the Museum's use and occupancy of the premises.

16. **Insurance.**

- a. **General Liability.** The Museum, at its expense, shall maintain public liability insurance which shall name the Town of Weaverville as an additional insured party on the policy. This coverage must be carried through an A-rated company recognized in the State of North Carolina, and must have a combined single limit for bodily injury and property damage of not less than \$1,000,000; insuring the Town against all claims, demands, and causes of action whatever for injuries received, or damage to property in connection with the use, occupancy, management, and control of the premises while in the use by the Museum. The Museum shall provide the Town with a Certificate of Insurance as evidence of liability insurance and agrees to notify the Town of any modification, cancellation or other changes in liability insurance. The Certificate of Insurance shall provide for at least a ten-day written notice to the Town in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies owned by the Museum, the Museum waives any and all rights of subrogation which might otherwise exist.
- b. **Property Loss/Damage.** The Town, at its expense, agrees to maintain property loss coverage on the building and on personal property of the Town contained therein to the extent of its full insurable value and to request a non-subrogation clause.
- c. **Personal Property Loss/Damage.** The Museum, at its expense, shall maintain insurance in such amounts as are deemed advisable by the Museum to adequately cover the loss of personal property located on the premises, including but not limited to items contained in the museum collection.

17. **Eminent Domain.** If the premises or any part thereof, or any other part of the building materially affecting the Museum's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to the Museum. The Museum shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

18. **Option to Terminate by Museum.** The Museum shall have the option to terminate this lease, with or without cause, upon providing the Town with a 30-day advance written notice.

19. **Option to Terminate by Town.** The Town shall have the option to terminate this lease as follows:

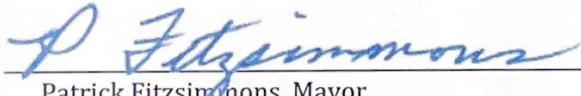
- a. Should the Museum be in default of any provision of this lease agreement, the Town shall have all remedies under the provisions of Paragraph 20 below.

- b. Should the Museum lose its non-profit, 501(c)(3) status, the Town shall have the right to terminate this lease for cause upon 90 days advance written notice.
 - c. Should the Museum cease operating as a museum on the premises for more than 45 days, then the Museum shall be deemed to have abandoned this lease and the Town shall have the right to terminate for cause upon 90 days advance written notice. For the purposes of this section, the failure to be open to the general public without substantial justification shall be deemed a cessation of operations. Substantial justification to be temporarily closed to the public includes, but is not limited to, active reorganization of museum displays.
 - d. Should the Museum not be able to operate for enough hours to provide the general public with sufficient access to the museum, then the Town shall have the right to terminate for cause upon 90-days advance written notice. For the purposes of this provision, operating hours of 24 or more per week during the months of April through November and operating hours of 18 or more per week during the months of December through March, shall be deemed sufficient access for the general public.
 - e. Should the Town reasonably determine that its operational and/or facility needs require additional space within the Community Center, then the Town shall have the right to terminate the lease upon at least 6 months advance written notice to the Museum.
20. **Town's Remedies on Default.** If Museum defaults in the payment of rent or utilities, or defaults in the performance of any of the other covenants or conditions hereof, Town may give Museum notice of such default and if Museum does not cure any such default within thirty (30) days after giving such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Museum does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Town may terminate this lease on not less than thirty (30) days' notice to Museum. On the date specified in such notice the term of this lease shall terminate, and Museum shall then quit and surrender the premises to the Town, but the Museum shall remain liable as hereinafter provided. If the lease shall have been so terminated by Town, Town may at any time thereafter resume possession of the premises by any lawful means and remove Museum or other occupants and their effects. No failure to enforce. any term shall be deemed a waiver.
21. **Security Deposit.** Town hereby waives the requirement of a security deposit during this term, but reserves the right to require one during any subsequent term of this lease. Should one be required the security deposit shall be held as security of the performance of Museum's obligations under this lease, including without limitation, the surrender of possession of the premises to Town as herein provided.

22. **Attorney's Fees.** If a suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
23. **Waiver.** No failure of Town to enforce any term hereof shall be deemed to be a waiver.
24. **Notice.** Any notice required under this agreement should be sent via first class mail and a copy emailed as follows:
- a. To the Town:
Weaverville Town Manager
PO Box 338
Weaverville, NC 28787
scoffey@weavervillenc.org
 - b. To the Museum:
Dry Ridge Historical Museum Board Chairman
PO Box 413
Weaverville, NC 28787
dryridgemuseum@gmail.com
25. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

TOWN:

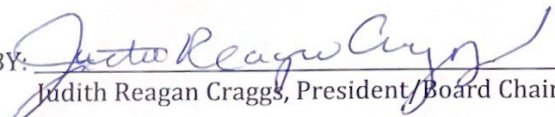
TOWN OF WEAVERVILLE

BY: 
Patrick Fitzsimmons, Mayor

DATE: 6/24/2024

MUSEUM:

THE DRY RIDGE HISTORICAL MUSEUM, INC.

BY: 
Judith Reagan Craggs, President/Board Chairman

DATE: 6/27/2024



DRY RIDGE

Historical Museum

Second Quarter Report 2024 June 30, 2024

- 205 Visitors to the Museum
- 720 Volunteer Hours
- 111 Kindergarten students from Weaverville Primary School
- 131 2nd Grade students from North Buncombe Elementary
- 1 Group Tour -14 attendees
- History talk - Medicine during the Revolutionary War - 16 attendees
- Four new volunteers, one new High School Summer volunteer
- Summer intern hired to scan documents and assist with storage areas
- 12 Submissions on the Website and 8 other research requests were fulfilled.

There was a 2.5% growth in Facebook followers this quarter with 4375 reaches. Instagram followers more than doubled.

The Google Business account had 163 searches, 413 profile views, 41 website visits from the profile and 56 requests for directions in the last month.

A Military exhibit was featured in May and the Museum was open for Memorial Day.

Board members met with Vance Historic Site to discuss collaboration on future activities. We are also meeting with the Weaverville Brain Trust group to plan and coordinate programs for the Community Center and the Town's benefit.

Respectfully submitted,

Judith Reagan Craggs, Chair

**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF WEAVERVILLE AND
THE WEAVERVILLE TAILGATE MARKET**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the Town of Weaverville and the Weaverville Tailgate Market (collectively referred to as the Parties);

WHEREAS, the Town of Weaverville (hereinafter the “Town”) is a municipal corporation organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Weaverville Tailgate Market (hereinafter “Tailgate Market”), is a non-profit corporation organized and existing under the laws of the State of North Carolina, and hosts tailgate and craft markets for local and regional vendors within the Weaverville area; and

WHEREAS, the Town owns and operates the Weaverville Community Center on Dottie Sherrill Knoll, located at 60 Lakeshore Drive, Weaverville, North Carolina (the “Community Center”);

WHEREAS, the Tailgate Market wishes to formalize a relationship between the Town and the Tailgate Market in order to provide for a regular schedule of market offerings at the Community Center;

NOW, THEREFORE, in consideration of the mutual covenants, promises and commitments herein, the Parties agree as follows:

SECTION 1. PURPOSE. The purpose of this MOU is to establish a general framework for cooperation and collaboration between the Town and the Tailgate Market. This MOU is non-binding but will assist in defining the relationship between the Parties in order to ensure that the goals of each are accomplished in a mutually supportive way.

SECTION 2. GUIDING PRINCIPLES AND ASSUMPTIONS.

- The Town wishes to support the agricultural community within the Town and surrounding areas by providing space for a regular schedule of tailgate market events.
- The Tailgate Market is an independent corporate entity and is not legally or financially affiliated with the Town. The Tailgate Market coordinates market events which offer the sale of agricultural products and/or craft and artisan products.
- Town Council is authorized to set fees on the use of its facilities and waive those fees as deemed appropriate and to partner with a non-profit corporate entity for the provisions of certain opportunities and programming.
- The Town may provide programming for certain holidays and special events and the Tailgate Market regular schedule is subject to cancellation for such events.
- The Community Center is an approved polling site and is subject to use by the Buncombe County Board of Elections for early voting and election day voting. **The Board of Elections use preempts all other Town or Tailgate Market events and will result in the cancellation of Tailgate Market events during early voting and election day voting.**

SECTION 3. TAILGATE MARKET ACTIVITIES AND OBLIGATIONS.

The Tailgate Market agrees to generally provide, on a weekly basis, market events available to the general public at the Community Center with said events being focused on the sale of local and regional agricultural products and/or craft and artisan products. Subject to availability, the market events are to be generally held as follows:

A. OPERATIONAL REQUIREMENTS AND LIMITATIONS.

- 1) The Winter Market shall be from January through March;
- 2) The Regular Market shall be from April through October;
- 3) The Holiday Market shall be from November through December;
- 4) All markets are on Wednesdays from 12 pm to 7 pm (includes set up and breakdown);
- 5) All markets include use of the Albert Weaver Room, Multipurpose Room (including tables and chairs reserved for use in the Multipurpose Room), restrooms, and patio;
- 6) The Winter and Holiday Markets include up to eight (8) parking spaces in the lower non-brick parking area in the Community Center parking lot (designated parking spaces), and the Regular Markets include the entire lower non-brick parking area in the Community Center parking lot;
- 7) All markets include a maximum of 20 inside vendors in the Albert Weaver Room and up to 10 inside vendors in the Multipurpose Room;
- 8) The Regular Market includes a maximum of 15 outside vendors arranged in the lower non-brick parking area;
- 9) Except as expressly stated herein, usage does not include Town tables or chairs, the fireplace, or kitchen:
 - i. All markets are allowed the use of the kitchen sink once per month to wash vegetables, provided that the Tailgate Market must leave the kitchen in a clean and orderly condition after such usage;
 - ii. All markets are allowed the use of electrical outlets located in the kitchen once per month to provide electricity to small appliances, provided that all Fire Code provisions and directions of the Fire Marshal must be adhered to;
 - iii. The Tailgate Market is allowed full use of the kitchen up to four (4) times per year for special events, provided that the Tailgate Market must leave the kitchen in a clean and orderly condition after such usage; and
 - iv. The Tailgate Market is allowed the use of Town tables and chairs up to twice per year, provided that the Tailgate Market is solely responsible for setting up and storing the tables and chairs properly after use.
- 10) All vendors must use adequate floor protection for their tables, chairs, and signage, such that the floor is protected from cuts, scratches, marring, and scuffing;
- 11) Access to the Town's guest Wi-Fi will be granted, if available;
- 12) Vendors are allowed to unload and load in the Community Center parking lot but must move their vehicles to any available designated parking spaces or the lower Lake Louise parking lot during the market;

- 13) Plants and other items that tend to be messy are not permitted indoors;
- 14) Market activities must not impede reasonable pedestrian and vehicular access to the Community Center;
- 15) Food sampling is allowed, subject to prompt cleanup of spills;
- 16) Food trucks are allowed within the designated parking spaces in effect for each market but must abide by all applicable rules and regulations established by this MOU;
- 17) Tents and canopies must be properly weighted on all legs to avoid risk of damage and/or injury in a wind event;
- 18) Vendors must stay off of the sidewalks, grass, and mulched areas;
- 19) Long electrical extension cords are not allowed so that electrical and trip hazards are minimized.

B. **SECURITY DEPOSIT.** The Tailgate Market agrees to submit a \$200.00 standing security deposit for the regular use of the Community Center and its grounds. The security deposit shall be applied towards any damage to the facility due to the Tailgate Market use of the facility and property but does not provide a cap for such charges.

C. **CLEANING FEES.** In lieu of facility use fees the Tailgate Market agrees to provide \$110.00 per week for the Winter Markets and Holiday Markets and \$110.00 per week for the Regular Markets, to cover cleaning fees. Fees are subject to change to account for any adjustments in pricing from the cleaning company under contract with the Town. Cleaning shall cover the general cleaning of the Albert Weaver Room, if applicable, restrooms, and parking lot areas, if applicable. The Tailgate Market shall be responsible for returning patio furniture to its original positions and sweeping the patio (if used) and disposing of trash and recyclables by utilizing the trash and recyclable receptacles provided at the Community Center. Cleaning shall be scheduled and coordinated by the Town's Recreation Coordinator.

The Tailgate Market shall not be charged any cleaning fees for Market events that are cancelled due to weather, facility issues (including power outages), election activities, or Town-provided programming.

D. **SIGNAGE.** Signage for the Tailgate Market may only be placed on the Community Center property on the days that a market is to be held and is limited to two A-frame type signs and not more than 10 small ground signs on the Community Center property. Signs may be placed in the grassy and mulched areas as long as plantings are not disturbed. Signs not removed by the Tailgate Market will be collected by Town staff with a fee of \$20.00 being charged for removal and storage.

E. **ADDITIONAL REQUIREMENTS OF VENDORS.** The Tailgate Market agrees to require all individuals or organizations operating under it to:

- 1) Comply with all law, rules and regulations governing the Community Center and its operations;
- 2) Comply with the non-discrimination provisions of this MOU;
- 3) Coordinate any scheduling changes with the Recreation Coordinator;
- 4) Make all reasonable efforts to ensure the security of the facilities and property and the safety of the event participants and attendees;

- 5) Be responsible for setting up and breaking down the room or property that is to be used for each event;
- 6) Ensure that the facilities and property are left clean and in good condition for the next program, with the understanding that basic cleaning will be provided for the Albert Weaver Room and the restrooms after each market;
- 7) Offer entry free of charge to the public.

F. **INSURANCE.** The Tailgate Market agrees to maintain, at its expense, comprehensive liability insurance through an A-rated company recognized by the State of North Carolina and must have a combined single limit for bodily injury and property damage of not less than \$1,000,000, insuring the Tailgate Market against all claims, demands, and causes of action for injuries received or damages to property in connection with the use of the Community Center. The Tailgate Market agrees to add the Town as an additional insured on its policy and to provide the Town with a copy of said insurance policy annually and upon request.

SECTION 4. TOWN OBLIGATIONS.

The Town agrees to generally reserve the Community Center for Tailgate Market events as described above, subject to periodic cancellation due to facility issues and facility availability. The Town agrees to waive any and all rental fees associated with regularly scheduled Tailgate Market events.

SECTION 5. COMPLIANCE WITH APPLICABLE LAW AND NON-DISCRIMINATION.

The Tailgate Market shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which hereafter are in force, pertaining to the Community Center and its use.

The Town of Weaverville opposes discrimination on the grounds of race, religion, religious beliefs or non-beliefs, color, national origin, ethnicity, limited English proficiency, income-level, sex, sexual orientation, gender identity or expression, age, or disability, and urges all of its contractors to adopt non-discrimination policies and practices, and to provide a fair opportunity for all individuals, including those individuals historically excluded and under-represented, to participate in their work forces and as subcontractors and vendors under Town contracts. The Tailgate Market agrees to honor these non-discrimination practices and not discriminate on any of the above-stated bases in the programs, services, and activities that it provides under this MOU.

SECTION 6. NOTICES. Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by the US Postal Service first class, certified, or express mail, or other overnight mail service, or hand-delivered, when addressed as follows:

- | | |
|--------------------------------|--|
| TO THE TOWN: | Town Manager
30 South Main Street
Weaverville, NC, 28787 |
| TO THE TAILGATE MARKET: | Weaverville Tailgate Market
777 Petersburg Road
Marshall, NC 28753 |

SECTION 7. TERM, TERMINATION, AND AMENDMENT.

The term of this MOU begins upon full approval of this Amended and Restated MOU and will expire on December 31, 2025, but may be extended by mutual agreement of the parties.

The MOU shall immediately terminate in the event that the Tailgate Market dissolves or loses its non-profit tax-exempt status. If the Tailgate Market defaults in the performance of any obligation of condition stated herein, the Town may give notice to the Tailgate Market of such default and if the Tailgate Market does not cure any such default within 30 days after giving such notice then the Town may terminate this MOU on not less than 30 days' notice to Tailgate Market. This MOU can be terminated by either party upon six (6) months advanced written notice.

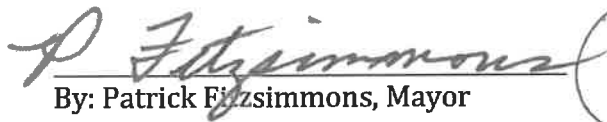
This MOU may be amended in writing signed by the authorized representative of both Parties.

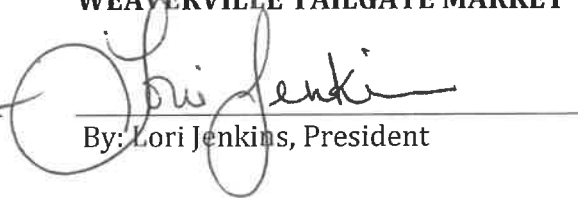
APPROVED BY the Town of Weaverville on the 26th day of August, 2024.

APPROVED BY the Weaverville Tailgate Market on the 28th day of August, 2024.

TOWN OF WEAVERVILLE

WEAVERVILLE TAILGATE MARKET


By: Patrick Fitzsimmons, Mayor


By: Lori Jenkins, President

From: Weaverville Market <weavervillemarket@gmail.com>
Sent: Tuesday, September 10, 2024 9:35 AM
To: Sarah Myers <smyers@weavervillenc.org>
Subject: WTM Sales

Hey Sarah,
Here you go.

Month	Monthly Total	Avg # of vendors	Monthly % turned in
January	\$11,748.73	18	59%
February	\$10,239.15	21	51%
March	\$13,186.76	28	53%
April	\$15,718.34	34	56%
May	\$16,233.41	30	50%
June	\$17,347.63	32	47%
July	\$19,732.92	27	47%
August	\$15,467.19	29	49%

Weaverville Tailgate Market

Open Every Wednesday

3 to 6 pm

Weaverville Community Center

828-484-6796