



Town of Swansboro

Event Application Packet

Friendly City by the Sea • Established 1783



Swansboro Parks and Recreation

Updated 3-27-23

****This application must be completed and turned in at least 45 days prior to your special event****

Section 1: Event Introduction/On-Site Info.

1. Event Name SwanFest

2. Organization Sponsor Seaside Arts Council

3. Event Date 6/7, 6/14, 6/21, 6/28, 7/12, 7/19, 7/26, 8/2, 8/16, 8/23, 8/30, 9/6
Time Start 6:30PM Time End 8:00PM

Has your event been held previously? Yes/No

If so, where and when? SwanFest 20256 is the 17th annual series in downtown Swansboro.

4. On-site Person Responsible:
Name Martha Oyan

Home Address 204 Wild Oak Drive, Swansboro NC 28584

E-mail marthaoyan@gmail.com Phone (540)460-4630

5. Facility/Park Requested The Harry C. Pugliese Jr. Pavilion

6. Brief Event Description _____
SwanFest is a well-known free summer concert series held annually in downtown Swansboro.
SwanFest 2026 is the 17th year Swansboro and the surrounding area will enjoy this community
event. Beyond providing entertainment, SwanFest also showcases and develops local talent.

7. Expected attendance 200-300 per event date

8. Describe any admission fees and/or items to be sold/distributed _____
No admission fees. Tshirts and possibly other smaller souvenirs (ornaments, magnets,
stickers), will be available for purchase from Seaside Arts Council. Some of the bands may
also bring their own merchandise for sale. Seaside Arts Council will also be taking donations
towards its mission.

Section 2: Services Required/Outside Items

1. Describe plans for clean-up ____ Seaside Arts members will happily clean up as necessary after the events. Nothing is being sold that should contribute to an increase in trash. Attendees have typically been respectful of the space in prior years.

2. Will extra trash receptacles be necessary? Yes ____ # ____ No X

Refuse Removal: Town Staff will work with applicant for extra trash removal based on event. An additional fee may be applied for this service.

3. Describe how you propose to control parking and traffic at the event. How many people do you plan to provide or hire to accomplish these functions? Will you need to incorporate road closures or use barriers? _____

We request the street to be closed by the paid police officer to allow attendees a seating area in the streets around the Pugliese Pavilion as has been done in prior years.

4. Will First Aid be provided? Yes ____ No X
If so, by whom? _____ Medical Certification Level _____

5. List any other required services you may need _____
Paid police officer, 4:30PM to 8:30PM

6. Will you utilize temporary structures (i.e., tents, concession stand, stage)? If yes, describe each type and planned location. _____

A medium-sized (approx. 10ftX10ft) temporary shade tent will be used from under which Seaside Arts will sell its merchandise. Its intended location is the same as in prior years in the parking spaces in front of Giovanni's Brooklyn Bagels.

Will a tent or overhead canopy larger than 400 sq. feet be erected at this event? Yes ____ No X

****A temporary tent or canopy larger than 400 sq. feet requires a permit and inspection from the Town of Swansboro in order to be used at the event.**

7. Do you plan to provide additional portable restrooms? Yes ____ No X

If yes, how many? _____ where? _____

8. Will there be vendors at your event? Yes ____ No X

What type of vendors will be at your event? (food vendors, craft vendors, etc.) _____

***All additional required vendor information can be found under the 'Events with Vendors' portion of this application.**

9.

Alcohol:

**** Alcohol sale and consumption is strictly limited to indoor facilities ONLY! ****

Will alcoholic beverages be sold at the event? Yes ___ No X

If yes, what facility are you planning to use? Recreation Center ___ Town Hall ___

Park (list park) _____

In order to serve alcohol an ABC permit is required. Whose name will be on the license?

Name _____ Home Phone _____

Address _____

Is the vendor a licensed liquor establishment? Yes ___ No ___

Contact person _____

Work Phone _____ Home Phone _____

Address _____

How will the liquor be dispensed? _____

How will admission to the beer/liquor area be controlled by age? _____

10.

Describe Security proposal for the event _____

Paid police officer, 4:30PM to 8:30PM, as has been utilized in previous years.

****If security arrangements are deemed inadequate by the Police Chief, the applicant shall be REQUIRED to employ law enforcement officers through the Swansboro Police Department.**

For 2026, SAC has been informed that as part of the permit process, a reservation/use fee of \$50/hour will be charged for the Pugliese Pavillion. For 12 concerts, 4 hours per concert from the time SAC sets up to the time the band finishes would be \$2,400. SAC requests here (and requested in the nonprofit funding request submitted to the Town of Swansboro on 1/9/26) a waiver of any fees for the use of the Pugliese Pavillion for SwanFest.

Section 3: Guidelines/Cancellations/Vendors

Town of Swansboro defines an 'Event'- Any organized gathering for the purpose of entertainment, fund-raising, or celebration activities, which is not sponsored by the Town. Events shall include, but not be restricted to, parades, festivals, fairs, dances, exhibitions, or shows of any kind held on public right-of-way or involving the use of Town property or personnel.

Event Guidelines:

- A Major Event, for these purposes, is defined as one which, in the opinion of the Swansboro Parks and Recreation Department, will necessitate special concerns or accommodations because of its nature.
- A Major Event may be scheduled by any individual or group, for paid fees and charges (see fee schedule attached) as agreed upon in this document.
- A Major Event shall follow all State and Local laws, including Town of Swansboro Ordinances and aforementioned fee schedule.
- The Event Organizer is responsible for contacting the Swansboro Parks and Recreation Department to request a reservation for the event.
- The Event Organizer will be responsible for completion of all forms and payment of all fees to the Swansboro Parks and Recreation Department prior to confirmation of the event schedule. All events must be confirmed and all paperwork in place at least 45 days prior to the event date. Marketing is not allowed until contract is signed and approved.
- The Event Organizer shall meet with the Swansboro Parks and Recreation Director and/or Public Works Director, Town Manager, for the purposes of coordinating logistics. This meeting is required.
- The placement of tent stakes, anchors, or any other objects into the ground may only be permitted in certain areas, and with a permit. These locations must be approved in advance by the Swansboro Parks and Recreation Parks Director and/or Public Works Director
- For events involving animals, the event sponsor will be responsible for being in compliance with specific rules, County Guidelines, and ordinances of the Town of Swansboro. All animals, at their respective events, must adhere to reservation and permit allowances. Under no circumstances will dogs/animals be allowed to perform attack or protection activities in Town of Swansboro operated facilities. All dogs must be on leashes at all times.
- The Event Organizer may request to display banners or signs advertising the event within the facilities. These requests will be reviewed and approved/disapproved on a case-by-case basis. Approved banners/signs will be placed in locations designated by the Parks Director. The Event Sponsor is responsible for erecting banners/signs and for removal of same at the conclusion of the event. Reference the banner application for more information on displaying banners/signs
- Absolutely, no nails, staples, or tape should be used for the inside facilities in order to hang decorations.

- The Event Organizer assumes all responsibility for any licenses, fees, permits, etc. that may be required for the operation of a concession stand and vendors. Responsibility for proper sanitary conditions will be maintained and assumed by the group.
- TOWN and Event Organizer agree that the Event Organizer is an independent contractor and shall not represent itself as an agent or employee of TOWN for any purpose in the performance of event sponsor's operations. Accordingly, event sponsor shall be responsible for payment of all federal, state, and local taxes as well as business license fees arising out of Sponsor's activities. Taxes shall include, but not be limited to, Federal and State Income, Social Security, and Unemployment Insurance taxes. Event Organizer, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
- The Event Organizer must be present at all times during the event and have all necessary permits and paperwork.
- Use of the facility is only for the times and dates listed on the permit, and the site must be vacated by the end of the contracted rental time. The facility will be made available at the beginning of the contracted rental time.
- The Event Organizer must provide reasonable accommodations to persons with disabilities, in strict accordance with the Americans with Disabilities Act. Accordingly, the Event Organizer will not exclude anyone from participation in, deny anyone the benefit of, or otherwise subject anyone to discrimination because of the person's race, origin, gender, or sexual orientation.
- The Event Organizer must ensure that all vendors, rental companies, etc. comply with the time limits, parking restrictions, and all other facility/park regulations.
- The Event Organizer is responsible for all damages and/or injuries to persons or property resulting from inadequate supervision or carelessness on the part of the renter. The building and grounds will be inspected prior to and after use by Town of Swansboro staff to determine condition and potential damage charges. Damages will be billed to the Event Organizer.
- The event or festival shall secure liability insurance effective during the course of the festival or event. The kind of insurance required shall include but not be limited to comprehensive general liability including: personal injury and blanket contracting.
- **MINIMUM EVENT INSURANCE REQUIREMENTS:** Attach certificate of liability insurance to this form. Town of Swansboro must be listed as the Certificate Holder. Event should carry at a minimum \$1,000,000 general liability coverage.

Cancellations:

- Cancellations must be received in writing, either by mail, fax, or e-mail. No telephone cancellations will be accepted.

Cancellation 14 days in advance.....full refund of fees
 Cancellation at least 48 hours in advance.....refund of fees, less than 2 hours of use
 Cancellation less than 48 hours in advance.....no refund of fees

Note: Cancellations due to **severe weather systems** (storms, hurricanes, natural disasters) or facility damage/closure, will be rescheduled on the first available date of the customer's choice or fee returned in full.

Events with Vendors

Events Involving Food Vendors:

- Event organizer having food vendors at event, must adhere to Swansboro Parks and Recreations food vending policies. Event sponsor is required to submit an event application to the Onslow County Health Department for special event application.

Food Vendor Requirements: Please ensure that all food vendors adhere to these requirements

Food vendors MUST obtain permits from the Onslow County Health Department. Food sites will be examined and must receive a permit prior to the event. Food vendors will be examined throughout the event. Please direct temporary food permit questions to:

Onslow County Health Department
312 College Street Jacksonville, NC 28540
Phone: (910)938-5851

- **All food vendors must provide a Certificate of Liability Insurance upon registration with vendor application-** Attach certificate of liability insurance to this form. Town of Swansboro must be listed as the Certificate Holder. Vendor should carry at a minimum \$1,000,000 general liability coverage.
- All food vendors must display Health Department permits (18"x24") on the front of their booth along with all menu items and prices.
- Per the National Electric Code (NEC), all temporary wiring installations shall be provided with ground-fault circuit interrupters (GFCI). This means all available receptacles at the festival will be GFCI protected. All vendor wiring, including drop cords, should be checked for proper polarity and continuity of ground conductors. Please test all your equipment before arriving at the festival, as no exceptions will be made. All cords must be secured/covered as so they are not a trip hazard for patrons.

Regulations:

- Electrical outlets are limited and are only available at some locations. These outlets are available on a first come first serve basis. To ensure adequate power, you must provide total voltage and number of amps your equipment draws with this application. Please include all types of equipment you will be using. It is strongly recommended you bring a generator as a backup. Power strips are not allowed.
- Booths must be neat in appearance. Please leave your space clean at the end of each day. Booths must be manned at all times during event hours.
- Vendors are encouraged to bring their own garbage containers. Do not pour grease, oil, dirty water, food debris, hot coals, or other waste on the ground, in public trash receptacles or down street sewer pipes.
- Vendors are required to handle their own NC state sales tax.
- Any vendor failing to meet all requirements and regulations shall be subject to removal from event area.
- The Town of Swansboro will not be responsible for damage to personal property during this event.
- All vendor exhibits should refrain from displaying sex, drugs, gangs, profanity, or illegal behavior.

Agreements/Statements

Applicant acknowledges and agrees that after the event, all Parks and Recreation facilities/parks affected by the use requested on this application shall be thoroughly cleaned of all rubbish and other debris. If the applicant fails to clean up within 24 hours after conclusions of the event, the department head shall authorize the work to be done at the expense of the applicant; fee of \$150.

Applicant Signature Cassandra J. Nicholas

HOLD HARMLESS STATEMENT AND AGREEMENT

Submission of application indicates that participant hereby indemnifies and shall defend and hold harmless the Town of Swansboro, their employees, and their volunteers from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the participant's participation in the Festival, including those arising from damage to property or injury to or death of participant, its customers, volunteers, employees, or subcontractors, whether arising before, during, or after the Festival and in any manner directly or indirectly caused, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of participant or its customers, volunteers, employees, agents or subcontractors.

Further, that the participant releases the Town of Swansboro from any and all liability for loss or damage to property and merchandise used or sold by the participant in the operation of the booth due to theft, fire, storm, flood, and damages through any force of nature or otherwise.

The participant grants the Town of Swansboro permission to use any photographs, motion pictures, videos, recordings or any other record of participation in the festival.

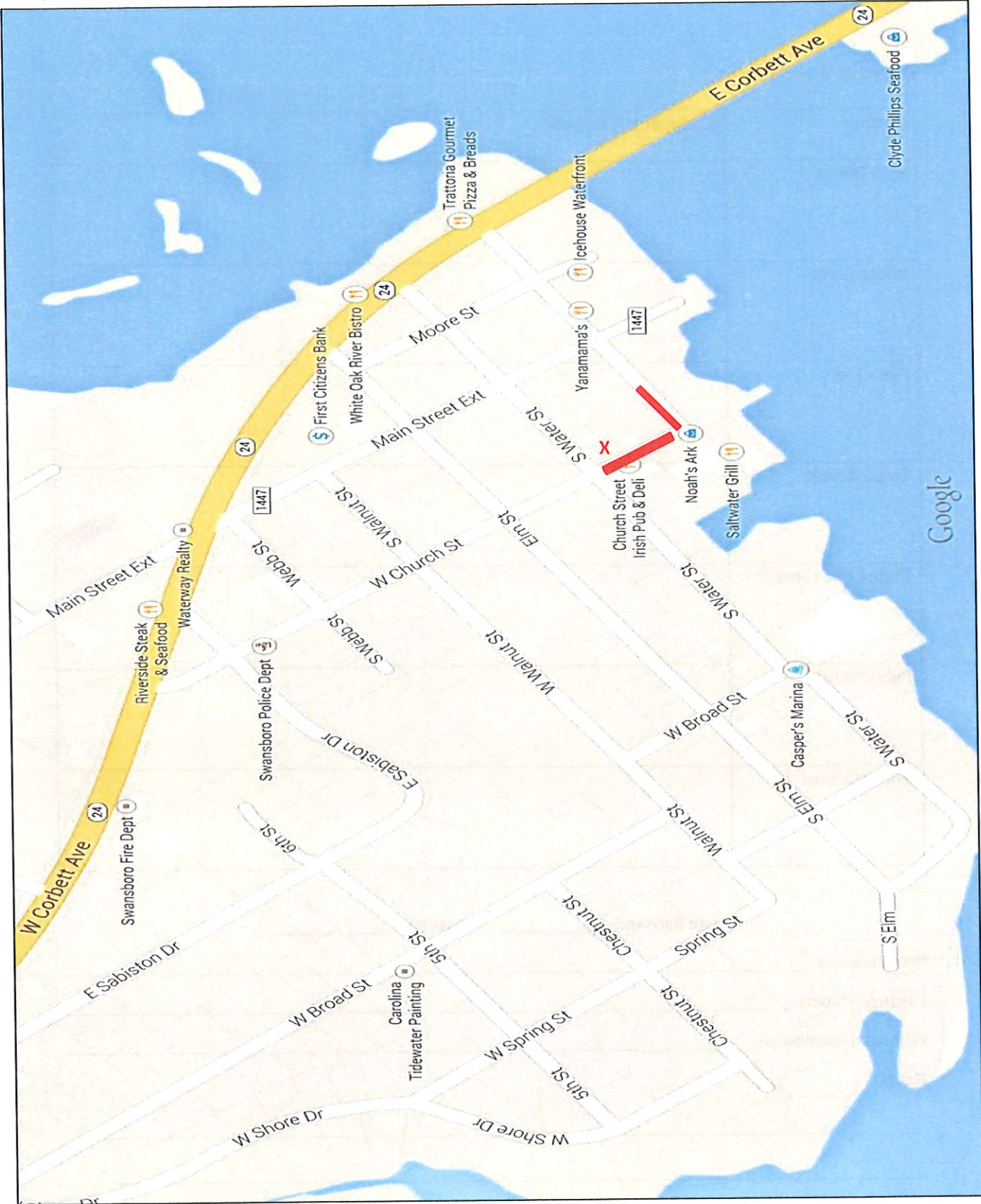
Cassandra J. Nicholas

Applicant Signature

4/2/26

Date

**Please provide a map showing the festival/event area
A sample map has been provided for your convenience.



THIS PAGE TO BE COMPLETED BY TOWN STAFF

Copies of application to:

Position	Comments/Concerns
P&R Director	
Police Chief	
Fire Chief	
Town Admin.	
Code Enforcement	
Public Works	
Water/Sewer	

Date Received _____ Date Paid _____

Fees Required _____

Electrical Outlets _____

Estimated Attendance _____

Notes

TOWN OF SWANSBORO PARKS RESERVATION APPLICATION & REGULATIONS

1. All organizations, groups and individuals will be responsible for any damages that occur while they are using the park facility. All organizations, groups and individuals will be responsible for the cleanup of the premises immediately following their use each day. Failure to abide by these rules will affect future use of recreation facilities.
2. Organizations, groups, or individuals wishing to use these park facilities should contact the Town of Swansboro and request a park reservation. Reservations are available for the current year only unless prior approval is received from the Town of Swansboro.
3. Trash is to be picked up around the picnic area and disposed of properly. Groups must supply their own trash bags and dispose of the bags by removing them from the park or by placing them in the containers provided. **Littering is prohibited.**
4. No open fires are allowed except in the designated grill locations inside the picnic area. Charcoal may only be used in grills. **Please do not leave the picnic area or park until the grill fire is completely extinguished.**
5. If the picnic area, bathrooms or surrounding area are damaged or left in disarray, a maintenance fee of \$30.00/employee/hour will be charged.
6. Groups reserving any park must not disturb or interfere with any person or party using any other area of the park or any person or party participation in authorized activities within the park.
7. No possession, consumption or display of alcohol or any controlled substance or containers are allowed within the park. Any person under the influence of alcohol or any controlled substance is prohibited in the park.
8. No firearms or other dangerous weapons are allowed in the park. This does not apply to law enforcement officers while engaged in the discharge of their duties.
9. **All rules posted at the park are to be followed.**
10. Flagrant misuse of the park and recreation facilities will result in the forfeiture of the future use and reservation privileges. Persons failing to comply with the rules of the park set forth by the town of Swansboro may be denied future use of the facilities.
11. Any event held by an organization open to the public or charging any fees shall submit a Special Event application, provide the Town of Swansboro with written release of liability and certificate of insurance.
12. No person shall bring dogs or other pets into parks, unless such pets are (a) kept on leashes and under restraint by their owners or handlers, (b) kept in carriers, or (c) kept in owner's' vehicles. Pet owners must collect and properly dispose of any waste from their pets. No person shall bring pets - other than service dogs trained to assist disabled person - into park buildings, including restrooms. No animal, wild or domestic, shall be harassed or molested by people or pets while on park property.
13. Paid reservations, Town sponsored events, and activities shall have priority for the use of park picnic shelters. All other use shall generally be considered on a first come, first serve basis. (Excluded facility: The Pug Pavilion, Olde Towne Square; available by reservation only.
14. Not for Profit Organizations: Qualified Not for Profit organizations providing a local community service, or event open to the public free of charge may reserve a park facility at no cost. Site specific reservations for programs and events that are not open to the public, or charge a fee, will be required to pay the resident rental rate for the reservation. Organizations will be provided meeting space on a first come first served basis, or in a space designated by the Department, at no cost. Regular rental rates will apply should the organization desire to reserve a specific space, date and time, or plan to charge a fee to attendees of the event.
15. I have paid the appropriate fee and I am responsible for the group reserving the picnic area and I have read and fully understand the Park Agreement. I understand and agree to abide by the rules of the agreement and all rules posted at the park. I further understand that failure to abide by the rules of the park could result in suspension from the park or arrest, if warranted. I agree to defend, indemnify, and hold harmless the Town of Swansboro from any claims for loss or damages, including expenses and defuse cost it incurs as a result of my use of the premises.

TOWN OF SWANSBORO PARKS RESERVATION APPLICATION

Name Cassandra Nicholas, Secretary Organization Seaside Arts Council (nonprofit)

Provide documentation of Non-Profit Status if applicable

Address PO Box 431 City/State Swansboro, NC Zip 28584

Telephone(s) (252)369-2442 Email info@seasideartscouncil.com

Park Requested Pugliese Pavilion Date(s) Requested 6/7, 6/14, 6/21, 6/28, 7/12, 7/19 Time(s) 6:30-8P

Purpose of Rental SwanFest 2025 7/26, 8/2, 8/16, 8/23, 8/30, 9/6

I, Cassandra Nicholas, the authorized representative of Seaside Arts Council declare that the Swansboro Park identified will be used only for the above stated purpose and times and understand that the rental fees listed below shall apply where applicable. I further understand that I will be personally liable for the costs of any damages to the park or its facilities. Items left behind are not the responsibility of the Town. No equipment or furnishings shall be relocated, altered, or removed without the approval of the policy administrator. **I have received and agreed to all terms of the Parks Reservation Application.**

Cassandra J. Nicholas 4/2/26
Signature of Applicant Date

Resident Rate	Park Facilities Fees	Non-Resident Rate
\$10/hr.	Municipal Park Tennis Courts	\$15/hr.
\$10/hr.	Municipal Park Basketball Courts	\$15/hr.
\$15/hr.	Municipal Park Large Picnic Shelter	\$25/hr.
\$10/hr.	Municipal Park Medium Picnic Shelter	\$15/hr.
\$15/hr.	Municipal Park Concession Stand	\$25/hr.
\$20/hr.	Municipal Park Athletic Fields	\$30/hr.
\$10/hr.	Riverview Park Small Picnic Shelter	\$15/hr.
\$25/hr.	Riverview Large Covered Deck	\$40/hr.
\$50/hr.	Downtown Park Bandstand/Pavilion (2 hr. minimum required) <u>\$200 percky</u>	\$75/hr.
\$15/hr.	Pirates Den Park Large Picnic Shelter	\$25/hr.
\$15/hr.	Pineland Park Picnic Shelter	\$25/hr.
\$25	Parks Open Space/Church Street Gazebo Usage Permit	\$40
\$10	Permit with Reservation (i.e.-grills, tent, inflatables, DJ)	\$15
\$5	Ice with Reservation (available only during Recreation Center hours of operation)	\$5
	Parks/Facilities are available on a first come first serve basis to all at no charge when there are no programs, or paid rentals, during operation hours	

Refunds for event cancellation:

Cancellation at least 14 days in advance Full Refund of Fees
 Cancellation at least 48 hours in advance Refund of fees, less 2 hours use fee
 Cancellation less than 48 hours in advance No Refund of Fees

Reservations must be made at least 3 days in advance

Administrative Use Only:

Calculate Applicable Fees

Comments: _____

Received by: _____

Rec Desk ID: _____

\$50⁴⁸ Hourly Rate * Total Hour(s)

_____ Ice with Reservation

_____ Permit for outside items (i.e. – grills, tent, inflatables, DJ)

Items: _____

TOTAL: \$2400 METHOD: _____

**MEMORANDUM OF UNDERSTANDING
FOR SPECIAL DETAIL/EXTRA-DUTY POLICE SERVICES**

THIS MEMORANDUM OF UNDERSTANDING, entered into this 2nd day of April, 2026, by the first part, Cassandra Nicholas, Secretary of SAC, hereinafter referred to a Temporary Employer; and the Town of Swansboro, party of the second part, hereinafter referred to as the Town:

WITNESSETH:

That, in consideration of special detail (extra-duty) police services to be performed by sworn members of the Swansboro Police Department as facilitated by the Town as set forth below, it is hereby agreed by Temporary Employer that it will well and faithfully comply with the terms and conditions herein:

1. It is understood and agreed the Town will coordinate the availability of uniformed or plain clothes police officers seeking extra-duty employment, solely at the option of such officer, for Temporary Employer for purposes of maintaining law and order at the immediate location of the Temporary Employer.
2. It is specifically understood and agreed by the Temporary Employer, as such Temporary Employer is separate and independent from the Town, the function of such officers shall be confined to those normally performed by a police officer in the line of duty. Such officers shall be subject to all rules and regulations of the Swansboro Police Department during the temporary employment of Temporary Employer.
3. The Temporary Employer agrees to pay for the special detail services of each officer, a **minimum hourly rate of \$35.00** (minimum of three hours), and payment shall be promptly made to the Town of Swansboro Finance Department, for the benefit of said officers, upon receipt of billing from the Town. The Town shall ensure that appropriate taxes are withheld in directing payments to officers so employed.
4. It is specifically understood that this Memorandum of Understanding is subject to final approval by the Swansboro Police Chief or designee for the Police Department after consideration of the nature of the service requested and the availability of manpower required for said temporary employment. The Town will promptly notify the Temporary Employer of such decision.
5. Following acceptance, either the Temporary Employer or Town may cancel this Memorandum of Understanding upon twenty-four (24) hours' notice to the other. Further, the Town reserves the right to cancel this Memorandum of Understanding on less notice in the event of manpower deficiency due to unscheduled demands made of public safety resources. In the event the officer(s) does not appear as scheduled, it is understood that the Town assumes no liability, therefore.

The number of requested extra-duty police officers: 1 at \$35.00 per hour, for Security/Traffic Control.

Employer's premises located at: Harry C. Pugliese Jr. Pavilion

On the following date: 6/7, 6/14, 6/21, 6/28, 7/12, 7/19 and time: 4:30PM to 8:30PM
7/26, 8/2, 8/16, 8/23, 8/30, 9/6

THE TERMS OF THIS MEMORANDUM OF UNDERSTANDING shall remain in effect until the end of event date and time as scheduled above unless rescinded by either party giving notice to the other, such terms to apply to each request for special detail police services.

IN WTHNESS WHEREOF, the parties have caused this instrument to be signed by their proper officials and prepared this 2nd of April, 2026.

By: _____
Chief of Police

Cassandra J. Nicholas
Temporary Employer