

# **City of DeWitt**

## **Community Room Use Policy and Guidelines**

### **Section One - Scope of the Policy**

The Community Room Use Policy and Guidelines establishes procedures to assist the staff of the City of DeWitt in the decision-making process when a group or individual request(s) the use of a community room. The Use Policy and Guidelines have been created to:

- Develop a consistent set of facility use procedures for the Community Room facility.
- Establish rental fee categories for Community Room and prioritize requests.
- The facilities are available under “private party” use arrangement. The applicant/sponsor of the activity is responsible for the group’s actions including damage or losses caused to the facility.
- The restrictions of this Policy relating to Applications and Scheduling do not apply to City-sponsored or co-sponsored events.

### **Section Two – Reservation and Scheduling Procedures**

1. Reservation times for events by the City of DeWitt or its agents, i.e., DARA, DAESA, DeWitt Millennium Garden Club shall have first priority
2. Reservation requests for the Community Room will be accepted from the general public on a first-come, first-served basis but not more than one (1) year or less than four (4) days in advance of the requested date. Reservations for events may be scheduled on rolling 12-month cycle. The City will not accept same day reservations.
3. The City may ask Users to reschedule a reservation in the event the City Council needs to schedule a City-sponsored or City-co-sponsored event(s).
4. Any Non-Profit Organization (non-profit corporation, government entity, or other organization that has the primary purpose of supporting the cultural, educational and informational needs and interests of the community) may use the Community Room for no charge for the first two (2) hours of any reservation. The Community Room is available to non-profits at no-charge Monday-Thursday, 10 am – 6 pm.
5. The Community Room application agreement and full payment shall be fully completed and signed by a responsible agent, who is at least 21 years old, representing the group and received by the City of DeWitt, at minimum, four (4) days prior to the event.
6. The appropriate security deposit listed on the fee schedule shall be paid and received with the completed Community Room application. The balance of the estimated fee shall be paid and received at least four (4) days prior to the event date. If full payment is not received within this time, the reservation will be canceled without further notice and the deposit refunded, less \$20.00 administrative fee. Groups that remain beyond their scheduled reservation period or cause damage to the Community Room may have some or all of their security deposit forfeited and be liable for costs in excess of the security deposit.

7. A reservation may be confirmed, but shall not be considered final until the applicable deposits/fees are paid, and insurance is filed, if required (Section 3 of this policy).
8. Reservations to groups of minors (under the age of 18) must be made by an adult at least 21 years old and a sufficient number of adults (21+) shall be present during the event to assure proper supervision and orderly conduct of the group. For groups 18 years of age and under, supervision shall consist of a chaperone at least 21 years old and there shall be one (1) chaperone per 15 guests under the age of 18.
9. The person applying for the reservation shall be held solely responsible for the conduct of the group, be jointly and severally responsible for all fees and charges, be liable for any damages to the facility or its environs caused by any member of the group or other person in attendance and shall see that the building(s) and surrounding grounds are left in a neat, clean and orderly condition.
10. Reservations will be accepted on the condition that the reservation and facilities use are subject to changes in fees, ordinances and regulations.
11. In the event of a cancellation by the group, money paid for reservations will be refunded (less \$20.00 administrative fee), if the cancellation is made in writing and received thirty (30) days prior to the reservation date. Changing date or location of a reservation is considered cancellation, and the refund policy will apply. [Exception: If the canceled time is reserved and paid for by another group, a refund (less \$20.00 service fee) can be made upon request.] If the facility is closed due to adverse weather conditions, or other causes beyond the control of the City (e.g., plumbing, heating or electrical failure), a full refund shall be granted or an attempt will be made to accommodate another date.
12. Checks should be made payable to the City of DeWitt for payment of reservations. Note on check the following: date and time of the reservation.
13. If there is a problem with the Community Room on the day of the event, it is the responsibility of the group representative to notify the City of DeWitt no later than the next business day.
14. The City will contact you with confirmation that your Reservation is accepted. Do not assume that your Reservation is complete upon submission of the application.
15. The Community Room Agreement forms are to be submitted to the City of DeWitt in person, email [info@dewittmi.org](mailto:info@dewittmi.org) or by mail City of DeWitt, 414 East Main Street, DeWitt MI 48820.

### **Section Three – Insurance**

Depending upon the nature of the reservation, groups may be required to supply insurance to cover liabilities presented during the usage if any of the following conditions exist:

- Food or beverages are being *sold*. **Note: No alcoholic beverages are permitted on the premises.**

- Other conditions deemed appropriate by the City Administrator.

The group shall file with the City, proof of a general liability and standard property damage insurance policy, a minimum of fourteen (14) days prior to the event date. Such policy shall be provided at the group's expense and insure the group and name the City of DeWitt and its agents as an additional insured against such liability imposed on such group and/or the City of DeWitt arising from injury or damage. Such policy shall provide for no less than the payment of up to the denoted amount in the event of injury to or death of one or more persons; for all damages arising out of injury to or destruction of property in any one occurrence due to acts or omissions of the group or its members. Policy limits shall be set at no less than \$5,000,000 per occurrence. The policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan. A certificate of the insurance shall be filed with the City Clerk, subject to prior review and approval by the City's legal counsel. The certificate shall have endorsed therein the City DeWitt and its agents as an additional insured. All insurance and certificates shall include an endorsement providing for not less than thirty (30) days prior written notice to the City Clerk of termination, expiration or material change of terms of the insurance.

#### **Section Four –General Guidelines Affecting all Community Room Reservations**

1. Hours of operation are Monday 10 am – 9 pm Tues - Friday 8 am – 9 pm, Saturday 10 am – 6 pm, Closed Sundays and all City observed Holidays. The maximum room capacity for events is 130.
2. Users of the Community Room that are under the age of 18 must be under adequate supervision by adults 21 years of age or older. The reservation form requires the listing of an adult who will be in charge of the group, as well as being financially responsible for any damages that may occur. This listed adult must be on site during the reserved meeting time.
3. Decorations - No nails, tacks, screws, staples, nor paint-damaging tape may be used on the tables, walls, windows or ceilings, nor may any other modifications be made to the building, its electrical system, flooring, walls, furnishings, or surroundings. No confetti, glitter, rice, bird seed or hay, etc. is allowed to be used.
4. The City prohibits the use of tobacco, marijuana, alcohol and the illicit use of controlled substances in the Community Room and on City property (includes parking lot).
5. All activities in the Community Room must be free of admission fees, other charges or requests for donation.
6. Users shall not distribute personal or group literature, brochures and other materials outside of the Community Room. Users shall not leave printed materials on City property without prior approval of the City Administrator or in accordance with City Policy.
7. Bounce houses, inflatables or nerf guns are not permitted on City of DeWitt property.

8. No smoking, candles, matches, grills or any other use of fire shall be permitted in the Community Room or outside the Community Room.

9. The kitchen shall only be used for storage, refrigeration, freezing and re-heating of prepared food. Preparation of raw food is strictly prohibited.

10. In the event that the City of DeWitt determines at any time that any violation of the terms of this agreement or any applicable laws, ordinances or regulations is likely to occur in the use of the premises for an event, the City reserves the right to cancel the event at any time. Any such determination shall be pursuant to the sole discretion of the City and shall be binding and final and the City shall not be liable, to either you or others you secure, for your event for any such cancellation.

11. The City honors and complies with the Americans with Disabilities Act. Accordingly, reasonable accommodations may be made in accordance with the law. Individuals needing special auxiliary aids or services or other reasonable accommodations should contact the City within a reasonable time (at least 72 hours) in advance of the event or use in order that arrangements may be made.

12. It is the User's responsibility to leave the Community Room in the condition (including furniture arrangements) in which they found it. The User must remove leftover food, containers, beverages and all other personal or group-owned items. Failure to clean up may result in forfeiting the privilege of using the Community Room in the future and forfeiture of the security deposit. Costs for cleanup not covered by the security deposit will be billed at a rate of \$45 per hour.

#### **Section Five – Rates**

Rental fees associated with facility usage will be based on the current fee schedule as approved by the DeWitt City Council.

#### **Section Six – Copyright Protection**

It is the responsibility of the party using the facilities (whether by fee rental or other use as permitted by the City) to obtain permission or license to use any copyrighted materials not limited to licensing from BMI, ASCAP or SESAC.

#### **Section Seven – Rental Forms**

City of DeWitt staff will be responsible for creation of rental and other working forms. This may be updated by City staff as needed and approved by the City Administrator.

Confirmation & Signature: By signing the Community Room Use Guidelines and Policy, you are stating that you have read the Rental Guidelines as stated above and have been given a copy for your records. As the person, taking responsibility for the Community Room facility on the dates indicated on the Community Room Application, I agree to abide by the conditions put forth.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date