

# City of Talent

## Rules and Regulations for Use of the Community Center

1. **Use:** Any citizen of Talent may use rooms in the Community Center. The City of Talent shall maintain full authority to determine the priority for users and use of the building.
2. **Scheduling:** Scheduling of activities shall be conducted at City Hall during normal business hours. Any conflict or questions regarding qualified use, scheduling and fees for the use of the Community Center will be resolved by the City Manager.
3. **Activities:** Non-profit civic, charitable, educational or fraternal organizations may hold fund raising events, however, such events shall conform to City and State regulations.
  - The room(s) will be used solely for the activities stated within the rental application. The “responsible party” shall not assign the rental agreement nor make any alterations without the written consent of the City. Violations of this provision shall result in a forfeiture of all fees and deposits paid to the City.
  - **Please remember that the Community Center may have multiple renters on the same day. There is to be no use of the shared common areas, unless negotiated prior to event.**
  - **ALL Decorations must be pre-approved. There is to be nothing attached to the partition between rooms A & B.**
4. **Restricting Use:** The City shall have the authority, to limit the number and/or frequency of a particular user, or to cancel, or prohibit use of the Center for reasonable cause, including, but not limiting to the following:
  - Misuse of the building including but not limited to: posting tape or decorations without prior approval, scratches on floors and walls, or damage to furniture or equipment in common areas and bathrooms or tables in chairs in all rooms
  - Abuse of the building or facilities
  - Evidence that there is an inability to control activities
  - Evidence of noise or misconduct complaints
5. **Building Access:** The Community Center will be available for access at the time reserved and keys will be available at City Hall the day of the event. If the event is on Saturday or Sunday, keys must be picked up no later than 5:00pm on the Friday before the scheduled date of use. City Hall hours are Mon.-Fri. 8:30am-5:00pm. If returning the key after hours, please use the utility drop box located in the front of City Hall. If the access card is lost, the City must be notified immediately. The Renter will be charged for a replacement.
6. **AT NO TIME SHALL EGRESS OR INGRESS BE BLOCKED.** DOORS WITH EXIT SIGNS WILL REMAIN OPEN AND FREE OF OBSTRUCTIONS AT ALL TIMES. THE SAME RULES APPLY TO ADA ACCESS DOORS, FIRE EXTINGUISHERS AND AED CABINET. EXTERIOR DOORS WILL NOT BE BLOCKED OPEN AT ANY TIME.
7. **Community Center Rental Agreement:** All users will be required to complete a Community Center Rental Agreement.
8. **Deposits:** A deposit shall be required of all users when the rental agreement is issued. This deposit is refundable, provided that no cleaning or repairs, beyond normal wear and tear, are required as a result of the use by the applicant. Additional deposits will be required for alcohol and kitchen use, these deposits are also refundable based on the same criteria.
9. **Clean Up:** The Center or individual rooms shall be left clean and furnishings rearranged to the condition prior to the use within the time period for which the Center or room is reserved. Cleaning must be completed the day of the event. Should it be necessary to either clean or repair the facility after such use, due to the failure of the user(s) to do so, the costs will be deducted from the security deposit on file. If the costs for clean-up exceed the amount of the deposit, the user(s) shall reimburse the City for all additional costs incurred.
10. **Smoking:** Smoking in the facility, on the patio, and on the grounds is prohibited at all times. (Including E-cigarettes and all tobacco products.)
11. **Alcohol:** Possession, use, or sale of alcoholic beverages is permitted in the Center only under the following conditions:
  - Alcohol use is limited to beer, wine and champagne.
  - A proper liquor license is obtained prior to the event and a copy of such is provided to the City.
  - A licensed server is in charge of the distribution of alcohol.

- All parties agree that the facility and any activities therein are open to inspection by the City of Talent Police Department.
- “Bring Your Own Bottle” functions are prohibited.
- Prior written approval that the alcohol related conditions have been met is obtained from the City Manager.
- Whenever alcohol is to be served at an event the “responsible party” shall be responsible for ensuring that all state and local regulations are observed related to the use, sale, or serving of alcohol.
- The City requires a security officer from a bonded company be present at the event to provide security.
- An alcohol certificate of insurance naming the City as an additional insured shall be required for all events where alcohol is to be served in addition to any liability insurance coverage.

**12. Governing Statutes, Ordinance and Rules:** Users of the Center shall abide by all state and local statutes, ordinances, rules and regulations.

- The Police Officer inspecting during the event has the right to terminate use of the facility during any function should the participants’ conduct violate any local or state laws or regulations. All fees and deposits shall be forfeited when a function is terminated for this reason.

**13. Liability:** The “responsible party” agrees to assume all liability for losses, expenses, damages, demands or claims in condition with arising out of, and injury or damage sustained or alleged to have been sustained, by any person, corporation, firm or company, or any damage or alleged damage to property in connection with the occupancy, maintenance, or use of all or any part of said premises by the “responsible party” and all the users of the facility.

The “responsible party” shall indemnify and hold harmless the City of Talent, including the City Council, agents, employees and volunteers from any and all losses, expenses, damages, demands and claims; shall defend any suits or actions brought against any of them, based on any such alleged injury or damage; and shall pay all damages, costs, and demands, including attorney fees in connection therewith, or resulting there from.

The City is not responsible for any item(s) left in the Center after an event.

**14. Fees, Security Deposits, Refunds, and Cancellations:** Fees shall be set by the City Council and will be applicable as they appear on the attached sheet. Regardless of type of use or user, all applicants shall be required to provide a security deposit. The City shall conduct an inspection of the facility after any event to determine if the applicant is eligible for a refund and if so in what amount.

- Security deposit refunds will be processed following the inspection of the facility for cleanliness, damage to equipment, the facility or grounds. All refunds will be mailed to the applicant from the Finance Department. Depending on the date of use, it may be up to 2 (two) weeks before the refund arrives.
- Rental fees may be forfeited if the applicant cancels the event but fails to notify the City 5 (five) days prior to the scheduled event.
- In the event that the City cancels the event for reasons unrelated to the application the deposit and fees will be returned in their entirety.