

CITY OF FALLS CITY COMMUNITY CENTER USE POLICY

1) PURPOSE OF POLICY

This policy establishes the rules and regulations for the use of the Falls City Community Center (hereafter referred to as 'The Center').

2) INTRODUCTION

The Center is operated by the City of Falls City (hereafter referred to as 'The City' or 'City') under the policies and guidelines established by the City of Falls City City Council (hereafter referred to as 'The Council').

This policy promotes the active use of The Center while establishing priorities for use and sets reasonable rules and regulations for use of the facility. The Council recognizes the desirability of having The Center used as much as possible by residents and community groups.

The Center shall be available for use in accordance with these policies.

All organizations, groups or individuals that submit a rental application for The Center shall be required to sign an acknowledgement that they have read and agree to comply with this Policy.

3) PRIORITIES FOR USE OF THE CENTER

Listed below are the classifications for groups who may wish to use The Center, ranked in descending order by scheduling priority. The City of Falls City is an equal opportunity provider.

- A. **City Government Activities.** The City of Falls City shall use the facility free of charge and have overriding authority to use The Center without previously scheduling the use even if The Center is already reserved.
- B. **Public agencies, civic groups, non-profit organizations and resident organized groups serving the community.** Non-Profit organizations providing identification showing they are exempt from income tax under Section 501(c) of the Federal Internal Revenue Code and who provide services to the community. City resident groups where the meeting is open to the general public and free of charge.
- C. **City of Falls City based commercial and business organizations and residents.**
- D. **Individuals, groups, and organizations, commercial and business organizations, and individuals that are not based in the City.**

4) SCHEDULING PROCEDURE

- A. A City Community Center Rental Application is required for all non-City Government activities. The rental fee and deposit are required at the time the Community Center Rental Agreement is submitted to City Hall.
- B. The Kitchen and Community Center Room are rented separately.
- C. The sound system and power point projector are not included in the rental agreement.
- D. Meetings and activities shall be confined to the areas reserved.
- E. The rental of The Center shall be on a first come-first served basis and is conditional upon the priority listing outlined in Section 3 of this Policy.
- F. Applicants may reserve The Center up to 12 months in advance.

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5) RENTAL FEES, DEPOSITS, DISCOUNTS, AND WAIVERS

- A. Deposit and rental fees shall be established from time to time by City Council Resolution.
- B. Organizations and groups listed in Section 3.B may apply to the City Manager or City Recorder for a rental fee waiver. In considering whether to grant a full or partial rental fee waiver, the City Manager or City Recorder shall consider the following factors: 1) the impact of the proposed use on City staff and City resources; 2) the history of the organization's use of the Center; 3) whether the proposed use is for the benefit of the larger community; and 4) the organization's ability to pay. It is the organization's responsibility to provide information to the City sufficient to support a partial or full fee waiver. The decision to grant or deny the partial or full waiver of fees shall be final.
- C. All individual, organization or user group using The Center shall be required to submit a Cleaning/Damage Deposit
- D. The deposit cannot be waived by The City.
- E. At any time during the period of scheduled uses, if the amount on deposit is reduced by cleaning or repair fees, the individual, organization or user group shall be required to pay an additional amount to maintain the deposit at the deposit rate set by City Council Resolution, before they are allowed further use of the facility.
- F. Deposits shall be refunded if single use events are canceled.
- G. Rental fee shall be reimbursed with a 15 day notice of cancelation.
- H. Deposits shall be reimbursed, less cleaning fees and or cost of damage.

6) RETURNED CHECKS

- A. Any reservation or scheduled event associated with the returned check shall be cancelled.
- B. An individual, organization or user group may submit a new rental application with payment in the form of cash or money order.

7) SUPERVISION, DAMAGE, AND LIABILITY

- A. Any damage to facilities, furniture, or equipment must be reported immediately to City Hall.
- B. Every group using the facility must be under competent adult leadership and supervision.
- C. The signatory individual, organization or group shall assume full responsibility for the groups' conduct and shall be responsible for any damage to the facility, furniture, or equipment.
- D. Any cost for damage repair or cleaning beyond the amount of the deposit and not covered by a policy of insurance shall be recoverable from the person representing the individual, organization or group and who signed the Community Center rental application form.
- E. Any individual, organization or group using The Center shall defend, indemnify and hold the City, its officers, agents and employees, harmless from and against all claims, liabilities, demands, damages or actions, of whatever form or nature, including death, bodily injury and property damage, as well as attorney fees incurred in defense thereof, arising from or in any way relating to the rental or use of The Center, and any chairs and/or tables of The Center rented for off-site use, by the responsible individual, organization or user group.

8) ROOM REGULATIONS

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- A. Unless other arrangements are made with City Hall in advance, hours of operation are 8:00 a.m.–12:00 a.m. Monday through Sunday
- B. Use shall be confined to the areas reserved for their use.
- C. Disorderly conduct is prohibited.
- D. Except for service animals, animals are prohibited in The Center. All animals are prohibited in the kitchen area.
- E. Rooms and areas must be cleaned and left in an orderly condition after each use.
- F. Smoking is prohibited in The Center or within ten feet of any door or window of The Center.
- G. Gambling is prohibited.
- H. Fundraising is prohibited unless The City has approved the activity. See requirements in Section 10.
- I. Alcohol is prohibited.

9) USE OF THE KITCHEN AREA

- A. The rental of the kitchen is not included in the rental of The Community Center Room.
- B. Rental of the kitchen requires approval and an additional fee.
- C. The Kitchen can only be accessed or used when rented.
- D. The Kitchen, including all appliances, linens, equipment, and utensils, shall be cleaned and left in an orderly fashion.
- E. The Kitchen is a warming kitchen and is not licensed for food preparation.
 - 1. Warming of food cooked in another facility that does not produce much external grease or heat is allowed.

10) FUND RAISING ACTIVITIES

- A. Bingo, lotteries and raffles may be conducted, with approval of The City, by public agencies and non-profit organizations subject to compliance with state law. The City may defer the decision to The Council.
- B. With approval of The City, fundraising activities, including charging admission, advanced sales, selling articles, etc. may be conducted by public agencies and non-profit organizations subject to compliance with state law.
- C. Any approved fund raising activity must be in keeping with the atmosphere and decor of The Center and must comply with all applicable laws governing the activity.

11) ROOM SETUP AND DECORATION

- A. Room setup and take down must be done on the day of the event, unless other arrangements are made with City Hall.
- B. Decoration of the room shall be arranged so as not to inconvenience any other groups or cause damage to the facility.

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- C. The following decorations are prohibited: Tape, tacks, glitter, confetti, birdseed, rice, open flame candles, ceiling decorations, fresh or silk flower petals, smoke machine or bubble machine, or any other items that may cause damage to The Center.
- D. The only candles that are permitted are electric or electronic (battery operated).
- E. Storage of equipment or supplies in The Center is not permitted. The City shall not assume liability for, or be held liable for, any loss or damage of items left at The Center.

12) VIOLATION OF RULES

- A. Any person(s) or reservation groups in violation of any applicable Oregon Law, or any City of Falls City Ordinance or regulation, Community Center Policy, or rental agreement shall be subject to ejection from The Center, and to any and all available city and criminal remedies.
- B. Violations may result in the denial of future use of The Center. Denial of use does not exempt violators from possible prosecution under applicable City ordinances, State or Federal laws or from liability for any damage to The Center.

13) CANCELLATIONS

- A. The City reserves the right to cancel any activities or events in the case of natural disaster, Act of God, etc.
- B. Reservation fee and deposit shall be refundable where the City cancels a scheduled event.
- C. The City reserves the right to cancel any reservation if the rental agreement is not signed, alcohol permits are not issued, required fees and deposits are not paid, and if applicable proof of OLCC licensing and Certificate of Insurance is not provided to City Hall, all within seven business days of the scheduled event.

14) CHAIRS AND TABLES RENTALS

- A. The rental of the Dining/Community Room includes the rent of chairs and tables.
- B. The City also rents chairs and tables for private/public events held at a location other than The Center.
- C. The rental of chairs and tables shall apply for each 24 hour period beginning at midnight (12:00am) on the day they are to be taken from The Center and ending at midnight (12:00am).

15) INCLUSION. This document is part of the agreement to reserve or rent any portion of The Center.

16) SEVERABILITY. Should any portion of this document or the agreement it is attached to be found to be unenforceable due to current or future City ordinance, State laws or Federal laws, that portion shall no longer be considered part of the agreement but shall not affect any other line, section, paragraph or condition of this agreement.