

# TOWN OF DENMARK

## Community Room Use Policy

### **Purpose**

The purpose of this policy is to establish clear guidelines on the proposed uses of the Denmark Community Room. This policy establishes scheduling, fees, and other requirements for the use of the Denmark Community Room by residents of Denmark as well as non-residents. The Denmark Community Room can be used for social, fund raising, business meetings and other such functions. Events that include noise, or illegal activities are prohibited. Alcohol may only be used with the submission of an insurance policy rider, or by a licensed vendor. Other use requests may be subject to approval by the Board of Selectmen. *The Town's governmental business takes precedence over all uses of the Community Room.* No events or meetings will be allowed on days and times during which a regularly scheduled municipal meeting occurs unless approved by the Town Manager. This policy and terms are made part of the Use Agreement.

### **Scheduling**

Individuals or organizations that would like to use the Denmark Community Room must come to the Denmark Town Office during regular business hours and schedule the time with the Denmark Town Office Staff.

A town office employee must schedule the date by entering it in the Denmark Community Room Schedule Log. Scheduling may not exceed 12 months prior to the event time. The user must read this Use Policy and Agreement, sign it and pay a user fee with a cleaning deposit. Reservations may be taken by phone or in person; however, the user must come into the Town Office or return a signed agreement with payment made on a first come, first serve basis in order to secure the date.

Order of priority for reserving public facilities:

- Town of Denmark – Municipal Functions
- Civic Organizations/Associations based in Denmark.
- Other Government Agencies.
- Private Family Events (preference given to Denmark residents).
- Out-of-Town Civic Organizations (IRS 501(c) 3 only).
- Commercial Activities (subject to conditional approval, with Denmark reserving the right to charge a fee for commercial activities as may be deemed reasonable by the Board of Selectmen. Such fees may be flat rate or based on a percentage of sales).

### **TERMS OF USE**

#### **Back-to-Back Uses**

There may be times when there are back-to-back uses of the Community Room. It is important to make sure that users strictly adhere to their use period. Be courteous to other users by providing the Town personnel with an accurate estimate for cleanup when booking the time. If there are complaints about the condition of the hall after an event or meeting, that user may not have the privilege of renting in the future and **will not** receive refund of their security deposit.

#### **Smoking**

There is **no smoking** in town owned buildings or areas designated off limits by the Board of Selectmen. Areas designated as off limits by the Board of Selectmen will be clearly marked.

#### **Town Equipment**

The Community Room is furnished with tables, chairs, etc. No equipment or furniture is to be removed from the room without the expressed written permission of the Town Manager.

#### **Damages**

Any damages to the building or property shall become the responsibility of the person or persons signing the use agreement. The Town will have any necessary repairs made and an invoice sent for repairs to the user responsible. If the user does not

make the payment within two weeks of the date of invoice, the town may use whatever means are necessary to collect payment for the repairs.

The Town of Denmark is not responsible for lost, stolen or damaged items left in the Community Room by a user. Equipment stored in the Community Room closets, or kitchen cabinets that do not belong to the Town of Denmark are the responsibility of the user and are not for public use. Items not for public use should be clearly marked or stored away. All items belonging to the user are to be removed from the room after the event unless prearranged with Town Office Staff. No items are to be stored without the expressed written permission of the Town Manager.

#### Insurance & Indemnification:

- All requests to use Town facilities shall require the event organizer to indemnify and hold harmless the Town of Denmark and its agents from any and all liability or claims resulting from damages associated with the use of the facility, except for acts of gross negligence on the part of a Town official.
- The Town may require users to provide a certificate of insurance that names the Town of Denmark and its agents as “additional insured” for each event under any of the following scenarios:
  1. For events that consist of 50 or more participants.
  2. For events that involve the consumption of alcohol, upon specific request and authorization; and subject to all laws pertaining to such use.
  3. For events that involve the use of temporary structures, appliances, or utilities, including tents, tables, chairs, sound systems, light systems, electricity, generators, cooking, etc.
  4. For any commercial activity.

#### Use Fees

Non-profit organizations wishing to use the Community Room on a regular basis may request permission from the Board of Selectmen and pay a one-time yearly fee of \$125.00 to the Town of Denmark. The payment for nonprofit organizations approved by the Board of Selectmen shall be due by the 1<sup>st</sup> of April each year.

All other organizations and individuals wishing to use the Community Room shall do so on a reservation basis. A \$50.00 fee will be paid to the Town of Denmark, for every use of the room up to a 24 hour period.

A separate refundable \$50.00 cleaning deposit shall also be paid to the Town of Denmark. The check will be returned to the user if the Community Room is left in satisfactory condition as determined by Town Office Staff.

The Board of Selectmen and/or the Town Manager may waive in writing any fee relating to the use of the Community Room if they deem such an action in the best interests of the Town of Denmark.

#### Key

Pending availability of a Community Room key, users can pick up a key to the Denmark Community Room at the Denmark Town Office on the last business day before the scheduled event during regular business hours. Users should return the key to the Town Office during the next business day following the event. In the event that a key is not available, it may be required that arrangements be made with Office Staff for access to the Community Room. Town office hours are Tuesday-Friday, 9:00am-4:30pm and the 2<sup>nd</sup> and Last Saturday of every month 9:00am-12:00pm or as otherwise posted.

#### Security

The user must insure that the entrance to the Community Room is locked, windows closed and locked, and the building secure at the end of the use period. The key provided to the user is not to be loaned or given to another person or organization. The key must be returned to Town Office personnel on the next business day.

#### Trash and Garbage

Any trash or garbage generated from the use of the Denmark Community Room shall be the responsibility of the user for removal, and not placed in the Town's trash containers. All tape, ribbons, ties, string, balloons and other items must be removed, and if left will be considered as trash having been left behind. Food stored in the refrigerator for an event must be removed.

The Community Room must be clean to the approval of Town Office Staff after each meeting or event. Cleanup may be conducted the next day only if no other events are scheduled and if prior arrangements have been made with Town Office Staff. **The security deposit shall not be refunded if any trash or garbage is left behind.**

**Breach**

Breach of the terms of this policy will result in forfeiture of security deposit and the privilege of Community Room uses. This statement is not meant to limit the Town from recovering losses and damages from a user by other means necessary.

**Cancellations**

Full refund for cancellation made 48 hours before the event. Cancellation less than 48 hours in advance will result in forfeiture of the \$50.00 use fee. If no advance notice of a cancellation is provided during business hours prior to the event, the user will pay for the use period but the cleaning deposit will be refunded.

**\*Requirements for the Refund of the Cleaning Deposit**

- The building, entrances, common areas, and equipment are left in a clean, secure and reasonable manner.
- Bathrooms are left in sanitary condition.
- No food items are left over in the cupboards, sink, stove, or refrigerator.
- The user shall remove all trash and garbage from the premises.
- The key must be returned to the Town Office on the next business day.
- The key is not to be loaned out to anyone or any other organization.
- The heat must be turned down to 65 degrees before leaving and locking the door.
- All lights must be off.

**CLEANING DEPOSIT**

The cleaning deposit check is returned to the user upon return of the key to Town Office Staff and inspection of the Community Room is completed on the next business day, and provided all of the above conditions for the refund are met.

**RESPONSIBLE TOWN OFFICIAL**

The Town Manager may be contacted for further information about this Policy or its applicability.


**EFFECTIVE DATE**

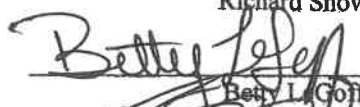
This policy shall be become effective January 29, 2019. If this policy is in conflict with any other policies of the Town of Denmark the stricter policy shall apply.


**AMENDMENTS AND INTERPRETATION**

The Town of Denmark reserves the right to unilaterally amend, delete, modify or change this policy at any time for any reason. The Town Manager and Board of Selectmen shall have the exclusive and final authority to interpret this policy.

**SELECTMEN'S AUTHORIZATION SECTION:**

  
 \_\_\_\_\_  
 Richard Snow

  
 \_\_\_\_\_  
 Betty L. Goff

  
 \_\_\_\_\_  
 Luke Allocco

**DATE APPROVED:**

January 29, 2019

**DENMARK COMMUNITY ROOM USE AGREEMENT**

This agreement is made between the Town of Denmark (the "Town") and the User named below.

Use of the room: \_\_\_\_\_ Will alcohol be served? Yes No

Begins on \_\_\_\_\_ at \_\_\_\_\_ and ends on \_\_\_\_\_ at \_\_\_\_\_  
Day and Date Time Day and Date Time

**DENMARK COMMUNITY ROOM HOLD HARMLESS AGREEMENT**

If a claim is brought against the Town by a Third Party the Event Organizer agrees to hold harmless and defend the Town from any and all liability, except for liability caused by gross negligence on the part of a Town Official. If the Town shall pay (or incur any liability to pay) any money on account of this Event, or incur any liability on account of being made a party to any litigation as a result of this Event, without regard to the cause of action asserted or complaint filed, the Event Organizer agrees that on demand they will pay to the Town all such payments or liabilities, its expenses incurred in connection therewith, including reasonable attorneys' fees, and any other sum advanced by the Town for any reason whatsoever.

**I have read the Denmark Community Room Use Policy and Use Agreement as well as the Denmark Community Room Hold Harmless Agreement and agree to both terms.**

Witness: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

**Print**

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**Please use the most current Maine CDC Guidelines listed on their website.**

**NOTICE: \*\*SECURITY CAMERAS ARE IN USE\*\***

\* \* \* \* \*

**STAFF ONLY**

Fee Collected: \$ \_\_\_\_\_ Cleaning Deposit: \$ \_\_\_\_\_ Total: \$ \_\_\_\_\_

Town Clerks' Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Ins Rider provided? \_\_\_ Staff: \_\_\_\_\_