

**City of Lovington
Youth Center Facility Use and Rental Policy**

1.0 PURPOSE

This policy establishes rules, regulations, definitions and a fee schedule that shall guide the use of available space located within the Youth Center.

2.0 ELIGIBLE USERS

Eligible users are broken down into non-profit, general public and for-profit users.

- a. Non-profit organizations are charitable, governmental, or tax-exempt organizations that are formed for the purpose of fulfilling a mission to improve the common good of society rather than to acquire and distribute profits. Proof of non-profit status is required. Free community seminars on products or services a business sells shall not constitute non-profit status. Examples of non-profit and governmental organizations include (but are not limited to):
 - i. Youth organizations
 - ii. 4-H
 - iii. Lions Club
 - iv. Kiwanis
 - v. Rotary Club
 - vi. Senior citizen organizations
 - vii. Government institutions
 - viii. Educational institutions
- b. For-profit and general public users are any individual or organization who does not fall under the non-profit classification.
- c. In cases where it is not clear whether an individual, group, or organization merits a certain status, the City Manager shall make a determination.

3.0 PRIORITY OF USE

The need to conduct City business takes precedence over any reservation, paid or unpaid. Paid reservations will be rescheduled if possible or refunded if City business replaces said reservation. All remaining reservations will be scheduled in the following priority order: (1) Non-profit youth age events; (2) Non-profit adult age events; (3) general public; (4) For-profit users. 4.0

AVAILABLE ROOMS

The following facilities may be available for rent: (maximum capacity in parenthesis)

Main ballroom (263)

The other rooms located at the facility are not available for rental.

Effective Date: May 18, 2021

5.0 HOURS AND DAYS OF USE

The Youth Center is available for for-profit and general public rentals on Monday thru Sunday, between the hours of 9:00 a.m. to 12:00 a.m.

6.0 FEES AND DEPOSITS

In order to meet the coordination, facilitation, and maintenance costs which result from continued use of the Youth Center the above fee schedule has been developed.

ALL users: Deposit: \$250.00
 Rate per hour for use of under four hours: \$100
 Flat rate for use of over four hours: \$750

Deposits

A refundable deposit will be charged to all groups using the facilities. Deposit fees will be returned upon satisfactory inspection after the event. It is the responsibility of the group or individual utilizing the facility to set up tables and chairs, clean the area(s) being used, clean the parking lot, put all tables and chairs used back into storage, and turn off all lights before leaving the facility. The need for additional cleaning or other maintenance can result in the City's retention of all or a part of the deposit. Should damages or additional cleaning or other maintenance exceed the deposit amount, the additional costs will be charged to the individual or group using the facility as well as a possible ban from future facility rentals.

Deposits are required to be paid thirty days before the event. Deposit payments are not held, they are deposited and a check from the City is issued at the time of the refund. Refunds will be made available no sooner than 10 days after the Finance Department receiving approval from the Youth Center Director to issue a refund.

Fees

The hourly rate will be charged for all set up time, event time, and cleanup time. Rental fees are due no later than ten business days prior to the event.

7.0 CANCELLATION

There will be no refunds due to inclement weather. Full refunds will be available for cancellations made at least two business days prior to the scheduled event.

The City may cancel rentals for any of the following:

- City begins work involving any part of the facility.
- When the health and safety of participants are threatened.
- Non adherence to facility rules

Rentals cancelled by the City may be rescheduled as availability allows or may be refunded in full.

8.0 FACILITY RULES

- a. The individual responsible for the rental must be at least 21 years of age and provide government issued photo identification.
- b. Alterations to any electrical system(s) is prohibited.
- c. Chairs and tables may be moved within the room in which they are located, but not moved from room to room. All furniture should be used for its intended purpose only.
- d. All decorations are to be provided by the lessee. Nails, thumb tacks, staple guns, glue guns, fiberglass packing tape, screws are not allowed.
- e. The kitchen is available for use by lessee. Utensils, towels, tableware, cups, pots, pans, cutting/serving utensils and trash bags will be provided by lessee. Grease and oil shall not be poured into any sink.
- f. Brooms, mops, cleaning supplies and bathroom supplies are provided for use by lessee.
- g. No alcoholic beverages or illegal drugs will be permitted on the premises at any time.
- h. Private rentals for dances – require private security and a dance permit
- i. All municipal facilities are smoke free.
- j. No open flames are permitted in the Youth Center

9.0 INDEMNIFICATION

The user shall indemnify, defend, and hold harmless the City, its employees, agents, officers and officials from any and all claims, demands, losses, causes of action, costs, expenses, and liability of any nature whatsoever, including court costs, attorney's fees, and any expenses incurred in enforcing this provision, which may result from, arise out of, be related to, or in any way be connected with the use and/or rental of the Youth Center; provided, however, that nothing shall be construed to require or obligate the user to indemnify the City of Lovington against or hold the City harmless from the City's own negligent acts or omissions.

10.0 CLEAN UP CHECKLIST

- a. Foyer
 - i. Swept, vacuumed, and mopped
 - ii. Entrance doors cleared of any advertisements and/or decorations
- b. Main ballroom
 - i. All decorations disposed of
 - ii. Tables and chairs cleaned and stored properly
 - iii. All private equipment removed
 - iv. Floor swept and mopped

- v. Stage area swept and mopped
- c. Restrooms
 - i. Commodes flushed, cleared, and cleaned
 - ii. All garbage emptied (bags provided)
 - iii. Floors swept and mopped
- d. Kitchen
 - i. Refrigerator cleaned out and wiped down
 - ii. All food, supplies, cookware, equipment, and utensils brought by renter removed
 - iii. Garbage emptied (bags provided)
 - iv. Sinks cleaned
 - v. Stove and oven cleaned
- e. Parking Lot
 - i. All garbage picked up

YOUTH CENTER RENTAL REQUEST

Organization: _____

Name of Applicant: _____

Address: _____

Home Phone: () _____ **Day Phone: ()** _____

E-Mail Address: _____

Rental Area(s) Requested **Snack Bar/Lounge** **Main Ball Room** **Gym**

Sound System Required **Yes** **No**

Description of Activity: _____

Estimated Attendance: _____

	Start Time	
Date	Include Set-up	End Time
_____	_____	_____
_____	_____	_____

I verify that the information on this Rental Request for the Youth Center form is correct. I have read the Application and Agreement and agree to all rules and regulations as listed in the Youth Center Rental Policy. I understand any violation of the rules and regulations will be grounds for immediate cessation of my rental.

Signature of Applicant

Date

Date Received			Deposit Paid	
Approval			Total Rental Fee	

SAVE HARMLESS AND INDEMNIFICATION AGREEMENT

I, _____ (Applicant), hereby agree to protect, defend, indemnify and hold harmless the City of Lovington, its officers, employees and agents against any action, demand, claim, loss, injury or liability arising out of or resulting in any way from the use of the Youth Center or from any actions taken, work performed or service provided by Applicant with respect to the use of City property for the purposes described in this rental request. Applicants obligations to indemnify and hold harmless are joint and several, and exclude only such action, demand, claim, loss or liability due to the sole negligence or willful misconduct of City and/or its employees. All of Applicants obligations under this agreement are intended to apply to the fullest extent permitted by law and shall survive the expiration, completion or sooner termination of the issued Permit. In any action or claim against the City in which Applicant is defending City, City shall have the right to approve legal counsel providing City's defense.

Signature of Applicant

Date