



Erie Community Center Facility Rental Guidelines



1.0 GENERAL QUALIFICATIONS, RESTRICTIONS AND REQUIREMENTS

- *Admission.* A permittee may not charge attendees a registration or participation fee or charge for the private event. A permittee shall not sell, vend, peddle, or distribute any merchandise or property whatsoever, or sell tickets or solicit contributions (donations) in any facility except with the prior written consent of the P & R Director.
- *After Hours.* A private event held after the facility is closed may be permitted subject to the permittee paying the hourly staff costs and any extraordinary costs that might result from the private event being held after hours. Additional restrictions regarding areas of access may be imposed. Overnight rentals are not permitted.
- *Damage Deposit.* A damage deposit will be required for permits that anticipate one-hundred (100) or more attendees or for private events that present unusual circumstances (Department will determine).
- *Areas Open for Use.* A private event shall be limited to the facility specified in the permit. Restrooms, parking areas, points and paths of access to the permitted facility may be specified or restricted. It is the responsibility of the permittee to make certain that attendees comply with any specifications or restrictions on parking, restrooms, or access. The facility and all areas open to attendees must be vacated promptly upon expiration of the time period specified in the permit.
- *Facility Rental Request Form.* Must accurately and completely specify all proposed activities, anticipated attendance, food and beverage service, requested facility, facility configuration, special needs, and requested date(s) and time. Department staff will evaluate this information in terms of the availability and adequacy of size of the requested facility and respond back via email within 5 business days.
- *Emergency Situations.* During an emergency situation, the permittee and the permittee's attendees shall not interfere with Department staff in the performance of their duties. Permittee and permittee's attendees may be asked to assist during such a situation and may do so at their own discretion. If 911 is called by permittee, permittee is responsible for notifying the Manager on Duty.
- *Fees and Charges.* Permit fees must be paid prior to issuance of a permit. Additional charges specified in this policy must be paid as prescribed in the permit or upon presentation by the Department of a bill for such charges.
- *Commercial Activity.* It is unlawful for any person to conduct commercial activities or sales for profit in the Erie Community without the expressed written consent of the P&R Director and in full compliance with the business license requirements of the Town. If approved, the event must meet the following criteria: 1) is private, by invitation only; 2) is recreational in nature; 3) does not duplicate existing programming provided by the Department or its contractors; 4) all activity must occur inside the community room(s) rented.
- *Fundraising.* No fundraising may occur in any indoor common areas of the Community Center. Any such activity must occur inside the community room(s) rented. Prior written consent from the P & R Director required.

- *Private Businesses.* We make every effort to offer certain facilities for occasional rental by the public for private use; these are usually for special events/activities or one-time uses. We do not make it a practice to rent public facilities on a recurring basis for private business owners to conduct their businesses.
- *Occupancy Limitations.* Attendance for a private event must not exceed occupancy based on the chosen seating configuration and/or the limitations under the Town's fire and building codes. Any private event that results in attendance, including permittee, permittee's employees, contractors, and agents, exceeding building or seating capacity may be terminated without notice and without refund of fees or charges.
- *Permittee's Liability to Attendees and Employees.* The Town will not be held liable for any injuries to attendees or the permittee or the permittee's employees, agents, or contractors, nor will the Town be held responsible for loss, damage or theft of any equipment or personal articles owned, leased or rented by attendees or the permittee or the permittee's employees, agents, or contractors using the facility. By accepting a permit for a facility, the permittee agrees to indemnify the Town for all costs and expense arising from such injuries, loss, damage, or theft.
- *Permittee's Liability to Town.* The permittee is financially responsible to the Town for any and all damage and/or theft of Town property occurring in the area used by the permittee. Excessive wear or damage to Town equipment and/or facilities caused during the private event, the loss of Town-owned property related to the private event, or failure to clean the facility may result in loss of the damage deposit. The Town reserves the right to pursue any legal remedies available to it to recover any costs or expenses for repairing, replacing, restoring, or cleaning any facility or property destroyed, damaged, lost, or improperly cared for as the result of or in connection with the private event. Nothing in this policy or the issued permit shall waive or reduce the liability a permittee may have for such damage.
- *Rules and Regulations.* All Department rules and regulations apply to a private event held under a permit. These include, but are not limited to, prohibitions on the following in facilities: smoking, weapons and firearms, alcoholic beverages (without the written consent of the Director) illegal substances, and pets or other animals (except for service animals).
- *Alcohol.* Alcohol may be served at a private event under the following conditions: the event is by-invitation-only, that all alcoholic beverages are handled in such a way that minors cannot inadvertently access it, all alcohol is consumed within the permitted area, and that no one who is inebriated is served. All alcohol requests must also be approved and issued a permit by the Town Clerk.
- *Solicitations.* Solicitations may not occur anywhere on the premises (parking lot included) unless written consent is given by the P & R Director. Handbills and/or flyers may not be placed on cars in Town parking lots or distributed at Town sponsored special events.
- *Staffing.* Department staff must be present during the private event and shall have full access to all activities, at any time, in order to ensure that all Departmental rules and regulations, policy restrictions and requirements, and permit terms and conditions are being observed.

- *Supervision and Control.* The permittee will be responsible for the conduct and control of their attendees and must take all reasonable measures to assure compliance by attendees with all Departmental rules and regulations, the qualifications, restrictions, and requirements of these guidelines, and the terms and conditions of the permit.
- *Enforcement.* Failure to substantially adhere to any of these qualifications, restrictions, or requirements may result in cancellation of a permit and other consequences as set forth in the cancellation policy.

2.0 CANCELLATION POLICY

- *Cancellation with Cause.* If a permittee fails to substantially adhere to Departmental rules and regulations, qualifications, restrictions, and requirements of this policy, or any terms or conditions on the permit, the Department reserves the right to cancel the permit at any time and not refund the fees, charges or damage deposit, and/or to impose restrictions or prohibitions on the permittee as to any future permitting or use of facilities, as the P & R Director (or his/her designee) may deem appropriate under the circumstances.

Cancellations made at least 7 calendar days prior to the permit date will receive a full refund. Cancellations made less than 7 calendar days prior to the permit date will receive a 50% refund of the total permit cost.

- *Reserved Right to Cancel/Relocate.* The Department reserves the right to cancel a permit at any time due to unforeseen factors or events, including but not limited to closure of facilities, mechanical failures, natural disasters, staff reductions, reduced hours of operation, or required use of a facility for a Town-sponsored event. A full refund will be made for such a cancellation. The Town also reserves the right to reschedule any use with at least 14 days notice to permittee, and to relocate an event to another, comparable room without prior notification.

3.0 PROCEDURES

3.1 Process

A completed and signed Facility Rental Request Form for a permit must be submitted to the Rental Assistant Coordinator by a guest 21 years of age or older. **Applicants are encouraged to closely review these guidelines prior to completing and submitting the request form. Submission of a request form (written or online) indicates the applicant's acceptance of, and willingness to comply with, the qualifications, restrictions, and requirements of these guidelines.**

Once date, time and room availability is determined by Department staff, the permit application will be processed and issued, provided all qualifications, requirements, and restrictions of these guidelines have been satisfied or resolved. Payment is due when the event is booked.

A check-in/check-out form will be completed on the day of the private event by the Manager on Duty and the permittee, both before and after the private event.

3.2 Damage Deposit

A damage deposit is required for private events for which more than one-hundred (100) attendees are expected. A damage deposit may also be required for a private event involving fewer than one-hundred (100) attendees if the private event involves significant/higher risk physical activities on the part of the participants (Department will determine). Attendance will be determined by the occupancy limitation for the chosen seating configuration in the facility unless the permittee can demonstrate that attendance is by invitation only and that the number of invited attendees shall not exceed the prescribed numbers.

Damage deposits will be refunded in full except under the following circumstances:

- Additional space is used beyond the facility specified in the permit without permission and approval.
- Poor guest conduct, which necessitated calling the Erie Police Department and/or dictated terminating the permit during the private event.
- Violation of weapons, firearms, illegal substances prohibitions, and/or any other violations of the code of conduct.

Providing or forfeiting a damage deposit does not eliminate or reduce the obligation of the permittee to comply with the qualifications, restrictions, or requirements of these guidelines or the legal remedies available to the Town for violations of rules and regulations, of these guidelines, or of the permit.

3.3 Refund and Appeal

If the Department decides to retain the damage deposit or cancels a permit without refund of fees, charges or damage deposit, the permittee will be notified in writing within the same week of the event, stating the reasons for denying the refund. The permittee may appeal the decision by writing an appeal to the Director. Said appeal must include all reasons for the refund to be made and/or justifications or disputes with respect to alleged violations of the permit, policy, or rules and regulations that resulted in the forfeiture of fees, charges, and/or damage deposit. The P&R Director will review and decide the appeal and mail out his/her decision within two weeks of receiving the appeal.

3.4 Indemnification and Insurance

As a condition of the private event permit being issued, the permittee shall indemnify and hold harmless the Town of Erie and its employees from and against any and all causes of action, losses, liability, and costs (including statutory liability under worker's compensation laws) in connection with any claims for damages as a result of injury or death to any person or damage to or loss of any property sustained by the permittee, the permittee's employees, agents, or contractors, and any invitees, guests, attendees, or participants arising from or associated with the use or occupancy of the facility permitted by the permittee for a private event and/or other common areas used in connection with the private event.

3.5 Attendee Waiver of Liability

As a condition of the permit, the Manager on Duty may also require that the permittee obtain signed waivers of liability from all attendees and from the parents or guardians of all attendees under the age of eighteen (18) years, if the private event involves significant/higher risk physical activities on the part of the participants (Department will determine. i.e., climbing wall waiver form). The originals of all signed waivers must be provided to the Manager on Duty prior to the private event. The Manager on Duty shall have the right to confirm that all persons required to sign a waiver have submitted fully and properly executed waivers.

4.0 CONDITIONS OF USE

4.1 Code of Conduct and Restrictions

- The Department expects reasonable and appropriate behavior from those who visit and use the facilities and participate in activities. The Department has established a code of conduct to ensure safety and enjoyment and reserves the right to deny admission and/or take disciplinary action against any individual violating the code of conduct. A violation includes, but is not limited to, the use of obscene language or gestures, disorderly conduct, theft, public intoxication, use of drugs, sexual misconduct, indecency, harassment, failure to cooperate with staff, possession of weapons of any kind, non-compliance with established policies and rules, an unlawful activity and any other behavior deemed offensive or unacceptable. Department staff will enforce this code of conduct.
- Smoking is not allowed within 15 feet of the ECC. The sale of tobacco or tobacco-related products is strictly prohibited.
- Gambling of any form is strictly prohibited.
- Pets or animals of any kind (except for service animals) are not allowed.
- Signs outside the ECC advertising a private event are prohibited. Signs inside the ECC are restricted. With Supervisor approval, small, temporary signs may be placed in corridors of the ECC where the private event is being held. All signs must be promptly removed following the private event.
- All motor vehicles must be parked in designated parking spaces. All traffic laws and rules and regulations regarding the movement and location of motor vehicles shall be observed.
- Temporary storage of any items before or after the private event will not be provided unless pre-arranged with the Manager on Duty, which is subject to availability of storage space and opportunity to access the space.
- Any filming or videotaping of the private event shall be restricted to the permitted facilities unless written permission is obtained from the Manager on Duty. Under no conditions shall cameras or similar devices capable of preserving a visual image be permitted in restrooms or locker rooms.

4.2 Food and Drink

- Food and drinks are allowed only in areas designated by the Manager on Duty. The permittee shall be responsible for cleaning the area used.
- The Department does not furnish any utensils, plates, cups, serving dishes, tablecloths, etc. for rentals (except for birthday party package rentals in the Party Room).
- No rice, confetti, or birdseed is allowed in or around the ECC, including sidewalks, entrance areas, adjacent patios, lawn and/or parking lots.
- All permittees and/or vendors that intend to sell, give away or otherwise provide food must comply with all requirements published by Weld County Environmental Health.

4.3 Equipment, Furniture and Music

- The permittee shall not erect or operate any machinery or equipment (other than that provided by the Department) on any facility, without the consent of the Manager on Duty. The permittee shall not install any wires or electrical appliances without permission.
- The permittee shall not use, under any circumstance, any substance of an explosive, highly flammable, hazardous, or toxic nature in or near any facility.
- The permittee may rent extra furniture from an outside vendor if the furniture provided will not allow for enough seating. Department staff will ensure all room setups adhere to fire code and do not block access to any exits.
- Music and noise must be kept at a reasonable volume level, at the discretion of the Manager on Duty.

4.4 Decorations

- Nothing is to be attached to painted walls, ceilings, partition walls or partition door tracks. Masking tape may be used to attach decorations to windows and/or metal window/door frames.
- The partition walls are magnetic. Decorations may be affixed to partition walls with magnets.
- Decorations must not deface the facility and will be subject to the approval and subsequent supervision of the Manager on Duty.
- All decorations must be installed during the time specified in the permit.
- Permittee must provide materials for use in decorating. The Department does not provide materials.

- All decorations must be removed along with tape, tacks, staples, etc., and disposed of at the end of the permit period.
- Piñatas, the lighting of incense and the burning of decorative candles such as a center piece, etc. is prohibited. Lighting of candles on cakes is permitted.

4.5 Use of Kitchen

- An additional fee enables the permittee use of the kitchen facility, when available. The kitchen facility consists of a sink, refrigerator/freezer, microwave oven, oven/stove, and counter area.
- The use of the kitchen is only for "staging" food service (warming and layout of food). The permittee may not perform food preparation of any kind in the kitchen nor perform any washing of dishes, chinaware, flatware, serving containers, utensils, and similar items in the kitchen.
- All serving and dining ware, along with remaining food, supplies and materials, brought by the permittee must be removed, unwashed and in containers capable of preventing spills or drips, from the kitchen at the end of a private event. The permittee is responsible for bringing sufficient backup serving and dining ware, food, supplies and materials to ensure that food preparation and washing do not occur in the kitchen.

4.6 Clean-up

All facilities must be left in the same condition in which they were found. Department staff will use a check-in/check-out form to evaluate the clean-up. Trash bags and containers will be provided by the Department.

The permittee is responsible for the following:

- All trash must be placed in an appropriate receptacle inside the ECC. All recyclable items must be placed into the recycle receptacle (cardboard boxes should be flattened and place neatly alongside the recycle receptacle).
- Sinks must be cleaned and wiped out of all food drips and stains.
- Countertops must be thoroughly cleaned and all dirt, food particles and stains removed.
- Spills in refrigerators must be cleaned and all items brought by the permittee must be removed.
- Ovens must be wiped down (interior and exterior) Microwaves must be wiped down (interior and exterior). Floors must be clean. Spills must be cleaned up.