

## ELLENWOOD CENTER RULES AND REGULATIONS

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### 1. ELIGIBLE USERS

Ellenwood Center; hereby referred to as Center, of the City shall be available only to:

- a) Residents and organizations of the City of Bedford.
- b) Non-profit, charitable, and service groups whose membership consists of at least fifty percent Bedford residents.
- c) Other civic and community groups and other organizations based upon the benefits they provide to the City of Bedford and its residents.
- d) Youth groups consisting of at least fifty percent Bedford residents and the Bedford City School District.
- e) Businesses whose operation is located in the City of Bedford, provided:
  - 1) Rentals are not to promote any business activity;
  - 2) Rentals are limited to weekday hours;
  - 3) Rentals are no more than once per month and no more than six times per year;
  - 4) Rentals are limited to employee meetings and employee training/educational sessions;
  - 5) Rentals do not involve sales; and
  - 6) Rentals do not interfere with the use of the facilities by senior adult or youth groups, non-profit, charitable, service and handicapped contracted groups.

### 2. DEFINITIONS – As used in this chapter, unless otherwise expressly provided:

- a) "Senior citizens group" means any chapter of AARP, and other groups with a requirement that a member be age sixty or over.
- b) "Youth groups" means any group composed of member's age eighteen years and younger with at least fifty percent of the members residing in the City.
- c) "Civic and community groups" are groups that have their principal base of operation and membership within the City of Bedford and whose purpose is civic in nature and not to promote any business activity.

### 3. APPLICATIONS, SCHEDULING, USE OF FACILITIES, AND CLOSING TIMES

- a) A Bedford city resident, twenty-five years of age or older, shall submit the appropriate application and pay all fees to secure a permit to hold the date for the use of the Center.
- b) Applications shall be submitted to the Parks & Recreation Department and approved by the Parks & Recreation Director or designee. The Parks & Recreation Director or designee shall determine if the proposed activity complies with the rules and regulations and if an adequate room is available. The Parks & Recreation Director or designee shall monitor and coordinate all Center requests and usage.
- c) Applications shall be submitted no more than one year in advance of the event date.

- d) Scheduling shall be on a first-come, first served basis and shall be done according to room availability. City functions take precedence.
- e) The permit holder must be present during the use of the facility with a copy of the permit readily available for inspection.
- f) Only those areas and facilities expressly listed on the permit may be used and only during the prescribed hours.
- g) The Center shall close no later than 10:00 p.m., Sunday through Thursday, and 11:00 p.m., Friday and Saturday.
- h) The Center may not be reserved during holidays observed by the City of Bedford.
- i) All events will be scheduled in a room of sufficient size to accommodate the number of people expected.
- j) Eligible groups holding regular meetings in the Center shall have preferential privilege in scheduling, provided they submit their requirements by a date to be determined by the Parks & Recreation Director.
- k) Any right, privilege or permit granted to any person(s) or organization(s) to use the Center, or any part thereof, is personal and exclusive, and shall not be transferable to any other person(s) or organization(s).
- l) Any person or group must relinquish the facilities at its scheduled time.
- m) The gymnasium, multipurpose room, and classrooms may be rented for private parties. Reasonable set-up and clean-up time must be scheduled at the time of the reservation and will be approved if permissible at the regular rental rate.
- n) All papers and garbage shall be neatly cleaned and placed in the garbage containers provided. All garbage is to be placed in the appropriate containers outside at the end of the event. All areas used shall be left as they were prior to use.

**4. RESTRICTIONS; POLICE SECURITY; ALCOHOLIC BEVERAGES; PARKING; PROPERTY DESTRUCTION**

- a) The Center may not be rented for teen parties, repasts, or religious activities.
- b) All events offering alcohol and/or expecting to have 75 people or more require police security at the permit holder's expense. The City reserves the right to require police security for any event. Police security must remain on duty throughout the scheduled event. Applicant must contact the Bedford Police Department to make appropriate arrangements. Payment shall be made directly to police security. Serving alcoholic beverages is restricted to permits on Fridays after 5:00 pm, Saturdays, and Sundays.
- c) The cost of repairing any damage to the facility or its contents shall be charged directly to the permit holder or group in occupancy at the time of the damage.
- d) Rooms shall be contracted for single events or on a scheduled basis, such as weekly, monthly, bimonthly, etc. Only group-related functions are permitted.
- e) Parking is permitted only in prescribed parking lots.
- f) No thumbtacks, nails, screws, hooks, staples or other penetrating fasteners may be used on any surface in the Center, nor shall any decorations of any kind be hung from the ceiling.
- g) Disorderly conduct and/or reckless or malicious destruction of any property in the Center is prohibited and may disqualify the person or group from future use of the Center.
- h) All scheduled events shall remain within the Center. All individuals and groups using any portion of the Center shall remain inside the area they reserved as well as the common areas of the building during the course of the scheduled event. Groups are only permitted to use the area(s) and equipment listed on their agreement.

## **5. EQUIPMENT**

- a) Any set-up/take-down by a City employee will incur an additional one hour charge.
- b) Persons and groups may not bring in tables, chairs or other furnishings without the written consent of the Parks & Recreation Director.
- c) All furniture or special equipment permitted must be removed immediately after the event concludes and cannot remain overnight.
- d) Chairs and tables shall not be removed from the Center without the approval of the Parks and Recreation Director.
- e) Caterers must provide all equipment and utensils necessary and remove all such equipment promptly at the conclusion of the event. At no time is the City responsible for any supplies of equipment belonging to the caterer.
- f) The use of any materials on the walls, floors, windows and decorations without the approval of the Parks & Recreation Director is strictly prohibited.
- g) The permit holder is responsible for any and all broken or damaged equipment belonging to the City.
- h) The City is not responsible for any damage to any property that an individual or group brings into the Center to display, exhibit or use, regardless of the cause, nor shall the City be liable to any group for any loss caused by theft.
- i) All interior furnishings or equipment provided by the City shall be kept inside and used only for the purpose intended. All exterior furnishings or equipment provided shall be used only for the purpose intended.

## **6. USE OF KITCHEN; APPLIANCES**

- a) Prior permission is required for the use of the warming kitchen, which is made available only to those permit holders renting the gymnasium.
- b) There shall be no additional fee charged for the use of the warming kitchen with the rental of the gymnasium. Coffee or other beverages, pastries and refreshments may be served in the multipurpose room and classrooms without the use of the kitchen.
- c) Electric roasters, crock pots, and coffee makers may be connected, provided that an accumulated overload is not created.
- d) Dishes and utensils shall be thoroughly cleaned, dried and returned to their original place.
- e) Coffee pots are available upon request. Coffee, tea and accompanying products shall be provided by the permit holder.
- f) Caterers shall adhere to these rules as well as permit holders.
- g) Floors, stoves, counters and refrigerators shall be returned to their original cleanliness.

## **7. FEES, DEPOSITS, AND CANCELLATIONS**

- a) The Parks & Recreation Department, Council and City officials, boards and commissions are permitted to use the Center for any municipal purpose or function free of charge.
- b) A security deposit to reserve the date is due upon application approval with the balance of the rental fee due no later than one month prior to the event. Applications may be submitted no more than one year in advance of the event date.
- c) Private parties utilizing the gymnasium require a one hundred dollar (\$100.00) security deposit. Private parties utilizing the multipurpose room or classrooms require a fifty dollar (\$50.00) security deposit. The security deposit will be applied toward the total rental fee.
- d) No rental fee will be charged for regular contracted meetings for any room Monday through Friday for eligible groups holding regular meetings no more than once a week. Rates for Friday evening beginning at 5:00 p.m. through Sunday will not be free of charge.

e) Hourly Rental Fees (minimum 3 hour rental 5:00 pm Friday through Sunday):

1. Gymnasium

- Maximum seating capacity – 120
- Security Deposit – \$100
- Fee – \$75 per hour (includes use of the warming kitchen)

2. Multipurpose Room (Room 4)

- Maximum seating capacity – 80
- Security Deposit – \$50
- Fee – \$55 per hour

3. Classroom

- Maximum seating capacity – 30
- Security Deposit – \$50
- Fee – \$40 per hour

- f) Senior groups and youth groups shall utilize the facilities without charge from Monday through 5:00 p.m. Friday. Non-contracted eligible groups whose memberships are composed of at least fifty percent Bedford residents shall only pay seventy-five percent of the rental fees if such use takes place Monday through 5:00 p.m. Friday. Any non-contracted group utilizing the facility from 5:00 p.m. Friday to 10:00 p.m. Sunday shall pay the regular rate.
- g) The cost of repairing any damage to the Center or its contents shall be charged directly to the permit holder in occupancy at the time of the damage.
- h) Cancellation of any event must be made in writing and at least seventy-two hours prior to the event, with a penalty of twenty-five dollars (\$25.00). Any written cancellation made less than seventy-two hours prior to the event will be penalized fifty percent (50%) of the security deposit. If no notice is given, the person or group shall forfeit the entire security deposit.
- i) The City Manager or designee has the authority to reduce or waive fees as deemed necessary.

**8. GENERAL PROVISIONS**

- a) The applicant agrees to assume full responsibility for the actions and conduct of all persons admitted to the premises and covenants and that if any part of the premises is damaged by the act, default or negligence of the permit holder or permit holder's guests. The permit holder agrees to pay the City any actual damages.
- b) The permit holder agrees that the rights and privileges granted under this agreement shall not be assigned or sublet without written consent of the City, nor shall the premises be used for any purpose than those identified in this agreement.
- c) The permit holder agrees that he, she or it, and his, her or its users, members and guests, shall abide by, conform to and comply with all laws on the United States and the State of Ohio, and all ordinances of the City, and the rules and regulations of the City for the government and management of the premises, together with all rules and regulations of the Police and Fire Departments of the City, and will not do, or suffer to be done, anything on the premises in violation of such rules, laws or ordinances. If City officials call the permit holder's attention to violation of any of the provisions of this paragraph, renter will immediately desist and correct such violation.
- d) The Center is a non-smoking facility and this policy will be strictly enforced.

- e) Unless required to be permitted by federal or state law, animals are not permitted.
- f) Ohio law prohibits the use of the Center for gambling purposes. Any questions regarding this matter should be forwarded to the City of Bedford's Law Director.
- g) Candles and other open flame devices or decorations are strictly prohibited.
- h) A minimum of one City employee shall be present during all events.
- i) All youth activities shall be adequately supervised by a sufficient number of adults in order to minimize the risk and/or harm to users and property. The City reserves the right to cancel or stop a youth activity at any point if it feels there isn't adequate supervision.
- j) All individuals or groups using the Center shall agree to hold the City of Bedford, together with its public officials and employees, harmless from any liability in connection with loss of life, personal injury, or damage to property arising from or out of the use of the Center and shall be required to execute a writing evidencing this agreement.
- k) The City reserves the right to cancel a permit if the continuation of the permit may result in either destruction of property, injury to persons, breach of the peace, or the maintenance of a nuisance.
- l) Any scheduled permit can be cancelled prior to the rental date or terminated in progress by the City, at the City's sole discretion, if an emergency situation occurs requiring the Center be used as an emergency shelter. If such a situation occurs, a full refund of all fees shall be granted to all parties involved without any further liability being incurred by the City for loss of use or inconvenience. The City Manager shall determine when such an emergency situation exists.