



City of Lowell Parks and Recreation Rules Governing Community Center Rentals

1. Scheduling, Changes, and Cancellation

- a. The Lowell Community Center (“Center”) is provided by the City of Lowell primarily for the use and convenience of the citizens within the corporate bounds of the City of Lowell. Others may be permitted to use the premises when their use is not in conflict with the use by the citizens of Lowell.
- b. All persons desiring to use the Center for a group, organizational meeting or other function, shall execute an application.
- c. Anyone desiring to use the Center should make a request at the Lowell City Hall during regular business hours (8:30 am – 5:00 pm, Monday through Friday). All applicants must complete the application and make the required security deposit hereinafter described. Applicants for the use of the Center shall not be accepted more than six (6) months before the date of use. No one may be permitted to pre-arrange the use of the Center more than two events every six (6) months. Applicants wishing to use the Center on a more regular basis should submit a written request specifying the day and time of desired use. These requests are to be submitted to the City Council for approval.
- d. All clubs and organizations desiring to use the Center on a regular basis should submit a special written request specifying the day and time of desired use. A form will be provided for this purpose. These requests are to be submitted to the City Council for approval and the City will notify the organization when or if the request is approved or denied.
- e. The majority of the members of all clubs or organizations specifically approved and using the Center on a regular basis must be a citizen and resident of the city of Lowell.
- f. All reservation cancellations must be made in writing. Deposits will be refunded in full if the reservation is cancelled prior to your event. Usage fees are non-refundable. Requests to change the time or date of an event will be accepted in writing only if the City receives a cancellation notice ten (10) business days prior to the event. Approval is subject to facility availability.
- g. The City, acting in good faith, may cancel your event in circumstances where the facility you requested becomes unsafe for your intended use. Such circumstances include but are not limited to, natural disasters, environmental hazards, civil disturbances or other events affecting public health and safety. In such circumstances, the City is under no obligation to refund your rental fee or any of your deposits, but it may do so at its sole discretion. The City will attempt to give you reasonable notice of the cancellation.
- h. Those using the Community Center shall exercise proper care and prudence. Anyone abusing the building, furnishings or grounds will forfeit their use privilege and deposit. The applicant will be, in addition to, responsible for any additional costs associated with the clean-up and or repairs resulting from the misuse of the facility. The City, through duly designated employees and / or representatives, will have the responsibility and authority to deny use to any person(s), clubs or organizations that violate proper care of the facility.

2. Deposits and Payment

- a. Usage fee is due in full at time of the facility reservation.
- b. At the time the use fee is paid, applicant shall pay security deposit for all applicable rental facilities the applicant is renting. The deposit shall be held by the City, without accruing interest, as security to secure

full performance of Applicant's obligations including damages to the Premises. The deposit is not a limitation upon any City claim for damage.

- c. Security deposits are 100% refundable provided the following conditions are met:
 - The facility (including outside) are left in clean and orderly condition per the "Facility Inspection Checklist."
 - Use of the facility does not exceed the scheduled time.
 - The facility and its contents are accounted for and undamaged.
 - All rules and procedures governing City of Lowell facility use are met.If the above conditions are not met to the satisfaction of city staff, an appropriate fee will be deducted from the security deposit. If cleaning and/or repair costs exceed the amount of the security deposit, the rental group will be billed. Repairs will be billed at the full replacement cost incurred, including labor.
- d. Security Deposits must be paid in cash only.
- e. If a security deposit has not been picked up within one week from the event, the City of Lowell has the right to apply the deposit to the community center renter's water account if they are a resident of Lowell.

3. Deposits and Payment

- a. Usage fee is due in full at time of the facility reservation.
- b. At the time the use fee is paid, applicant shall pay security deposit for all applicable rental facilities the applicant is renting. The deposit shall be held by the City, without accruing interest, as security to secure full performance of Applicant's obligations including damages to the Premises. The deposit is not a limitation upon any City claim for damage.
- c. Security deposits are 100% refundable provided the following conditions are met:
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- d. Security Deposits must be paid in cash only.
- e. If a security deposit has not been picked up within one week from the event, the City of Lowell has the right to apply the deposit to the community center renter's water account if they are a resident of Lowell.

4. Liability and Insurance Requirements

- a. The City reserves the right to require the applicant to obtain a liability insurance policy.
- b. Applicant shall indemnify and hold harmless the City from any and all claims and expenses for loss or liability made against the City by any person or entity of personal injury or property damage that results directly or indirectly from any act, incident occurring in, upon, or about the Premises as a result of the acts, errors or omissions of the Applicant, its agents or event patrons, or arising in connection with the operations, use and occupancy of the Premises by Applicant, its agents or event patrons. Applicant further waives all claims against the City on the account of any loss, damage, injury from whatever cause which may occur to it or its property in the use and occupancy of the premises, the delivery of this waiver being one of the considerations upon which this agreement is accepted.

5. Parking and Noise

- a. Vehicles must remain in designated parking areas.
- b. No parking on the grass.
- c. Noise volume must be contained to the boundaries of the park/building.

6. Food and Drink (Catering and Alcohol)

- a. Alcohol is prohibited at all City owned facilities.
- b. Food is welcome at all facilities. Applicants are responsible for the care and condition of any kitchen equipment being used.
- c. All applicable Health Department rules apply governing food handling.
- d. Grease fryers are not allowed at Parks and Recreation facilities.
- e. Grills are not allowed inside the Community Center nor on the Community Center porch.

7. Community Center General Rules

- a. The maximum number of people allowed inside the Community Center is 50.
- b. Community Center rentals may begin at 9:00am. All Community Center activities shall cease by 10:00pm.
- c. The sale of goods and merchandise are prohibited.
- d. No illegal activity will be allowed on the premises of any facility owned or operated by the City of Lowell.
- e. All Parks and Recreation facilities are tobacco-free and smoke-free.
- f. Only folding tables and chairs may be moved. All other furnishings must remain in place.
- g. All decorations and other equipment must be removed immediately following the use of the facility. At no time shall nails, tacks, tape, etc. be attached to the walls, floors, ceilings, or posts of the facility.
- h. Authorized employees of the City of Lowell and/or their representatives shall be granted access to any facility.
- i. Bob Bolick Park is a separate facility from the Lowell Community Center. Applicants using the Community Center are welcome to use Bob Bolick Park but do not have exclusive use to Bob Bolick Park.

8. Prohibited Activities/Items:

- a. Prohibited activities/items include, but are not limited to, bounce houses, inflatable play equipment, trampolines, fountains, swimming pools, mechanical rides, water slides, any form of activity that involves the use of running water, aircraft, climbing walls, dunk tanks, fireworks, firecrackers, explosives, rockets, flammable material, golf, horseback riding, hot air balloons, model airplanes, petting zoos, pony rides, search lights, and metal detecting on athletic fields.
- b. Weapons, including but not limited to such items such as knives, firearms, bows and arrows, martial arts weapons, are prohibited.

9. Business Activity/Use and Solicitations

- a. Soliciting, selling, peddling, advertising, distribution, posting for a commercial purpose of personal gain of any printed handbills, circulars, or signs, or erecting any signboard, sign, billboard, bulletin board, post, pole, or device of any kind for advertising is prohibited.
- b. It is unlawful to conduct any type of business activity in any park without first obtaining a Temporary Use Permit. Business activity shall include, but not limited to, sale of food, beverages or merchandise, providing classes or other forms of instruction for a fee or other valuable consideration, or use of a park facility for advertising any business, product, or service.

10. Temporary Use Permits

- a. Specially requested activities that involve short-term use of City facilities and grounds for non-City sponsored activities or uses must obtain a temporary use permit.
- b. Temporary use permits for such activities shall be issued only after finding that the issuance of such permits will not be inconsistent with the purposes for which the facility is established and maintained and will cause the minimum possible interference with the use of the area by the general public. The permit may contain such reasonable conditions and restrictions as to the duration and area occupied as are necessary for the protection of the area and public use thereof.

11. Facility Set Up and Clean Up

- a. The renter is responsible for bringing his/her own cleaning supplies, trash bags, and paper towels. Toilet paper and a broom/dust pan will be provided.
- b. The renter is responsible for set-up including moving portable furnishings and setting up tables and chairs as well as take down and clean up.
- c. There is no pre-setup or staging prior to applicant's date/hours.
- d. All furnishings must be returned to their original locations and equipment properly stored. Use caution so that floors and walls are not damaged. The City will not be liable for any personal injuries or damage to personal property. Please see the agreement section of the Facility Use Request Form.
- e. Floors should be left clean (no food, crumbs, or confetti) and no sticky spots from spilled drinks.
- f. All items brought into the facility by the renter must be removed by the end of the rental. Renters must remove all food, materials, non-City equipment, decorations and garbage. Refer to the "Facility Inspection Checklist" for a list of tasks you are required to complete at the conclusion of your event. It is your responsibility to properly dispose of trash and leave the facility clean and intact. Tables stained as a result of your use will be assessed a cleaning fee. At the conclusion of your event, you must complete a "Facility Inspection Checklist" and place in the kitchen.

12. Pets and Service Animals

- a. All dogs and/or pets must be kept on a leash and under the control of its owner.
- b. Pets are not allowed in the Community Center or Concession Stand with the exception of Service Animals.



City of Lowell Parks and Recreation Rules Governing Shelters, Ballfield, and Concession Stand Rentals

1. Rentals, Scheduling, Changes, and Cancellation

- a. Anyone desiring to reserve the ballfield, concession stand, or shelters should make a request at the Lowell City Hall during regular business hours (8:30 am – 5:00 pm, Monday through Friday). All applicants must complete an application and make any required security deposit hereinafter described. Applications shall not be accepted more than six (6) months before the date of use.
- b. All clubs and organizations desiring to use the shelters on a regular basis should submit a special written request specifying the day and time of desired use. A form will be provided for this purpose. These requests are to be submitted to the City Council for approval and the City will notify the organization when or if the request is approved or denied.
- c. The majority of the members of all clubs or organizations specifically approved and using the shelters on a regular basis must be a citizen and resident of the city of Lowell.
- d. All reservation cancellations must be made in writing. Deposits will be refunded in full if the reservation is cancelled prior to your event. Usage fees are non-refundable. Requests to change the time or date of an event will be accepted in writing only if the City receives a cancellation notice ten (10) business days prior to the event. Approval is subject to facility availability. Additional rental fees must be paid in full at the time of the change.
- e. The City, acting in good faith, may cancel your event in circumstances where the facility you requested becomes unsafe for your intended use. Such circumstances include but are not limited to, natural disasters, environmental hazards, civil disturbances or other events affecting public health and safety. In such circumstances, the City is under no obligation to refund your rental fee or any of your deposits, but it may do so at its sole discretion. The City will attempt to give you reasonable notice of the cancellation.
- f. Those using the shelters or ballfield shall exercise proper care and prudence. Anyone abusing the structures, furnishings or grounds will forfeit their use privilege and deposit. The applicant will be, in addition to, responsible for any additional costs associated with the clean-up and or repairs resulting from the misuse of the facility. The City, through duly designated employees and / or representatives, will have the responsibility and authority to deny use to any person(s), clubs or organizations that violate proper care of the facility.

2. Deposits and Payment

- a. Usage fee is due in full at time of the facility reservation.
- b. At the time the use fee is paid, applicant shall pay any applicable security deposits for all rental facilities the applicant is renting. The deposit shall be held by the City, without accruing interest, as security to secure full performance of Applicant's obligations including damages to the Premises. The deposit is not a limitation upon any City claim for damage.
- c. Security deposits are 100% refundable provided the following conditions are met:
 - Use of the facility does not exceed the scheduled time.
 - The facility and its contents are accounted for and undamaged.
 - All rules and procedures governing City of Lowell facility use are met.

If the above conditions are not met to the satisfaction of city staff, an appropriate fee will be deducted from the security deposit. If cleaning and/or repair costs exceed the amount of the security deposit, the rental group will be billed. Repairs will be billed at the full replacement cost incurred, including labor.

- d. Security Deposits must be paid in cash only.
- e. If a security deposit has not been picked up within one week from the event, the City of Lowell has the right to apply the deposit to the community center renter's water account if they are a resident of Lowell.

3. Liability and Insurance Requirements

- a. The City reserves the right to require the applicant to obtain a liability insurance policy.
- b. Applicant shall indemnify and hold harmless the City from any and all claims and expenses for loss or liability made against the City by any person or entity of personal injury or property damage that results directly or indirectly from any act, incident occurring in, upon, or about the Premises as a result of the acts, errors or omissions of the Applicant, its agents or event patrons, or arising in connection with the operations, use and occupancy of the Premises by Applicant, its agents or event patrons. Applicant further waives all claims against the City on the account of any loss, damage, injury from whatever cause which may occur to it or its property in the use and occupancy of the premises, the delivery of this waiver being one of the considerations upon which this agreement is accepted.

4. Parking and Noise

- a. Vehicles must remain in designated parking areas.
- b. No parking on the grass.
- c. Noise volume must be contained to the boundaries of the park.

5. Food and Drink (Catering and Alcohol)

- a. Alcohol is prohibited at all City owned facilities.
- b. Food is welcome at all facilities. Applicants are responsible for the care and condition of any kitchen equipment being used.
- c. All applicable Health Department rules apply governing food handling.
- d. Grease fryers are not allowed at Parks and Recreation facilities.

6. General Rules

- a. Park shelter and ballfield rentals may begin at 9:00am. All park activities shall cease at 10:00pm.
- b. The sale of goods and merchandise are prohibited with the exception of food and drink when renting the concession stand. The concession stand is only available to be reserved when the renter is also reserving the ballfield.
- c. No illegal activity will be allowed on the premises of any facility owned or operated by the City of Lowell.
- d. All Parks and Recreation facilities are tobacco-free and smoke-free.
- e. Only folding tables and chairs may be moved. All other furnishings must remain in place.
- f. All decorations and other equipment must be removed immediately following the use of the facility. At no time shall nails, tacks, tape, etc. be attached to the walls, floors, ceilings, or posts of the facility.
- g. Authorized employees of the City of Lowell and/or their representatives shall be granted access to any facility.
- h. A person having a ball field reserved must exercise good judgement in the use of field after a rain. Extremely wet fields shall not be used. Damages caused to a field by using it while too wet shall be repaired or paid by the person(s) reserving the field.

- i. Athletic fields located at Harold Rankin Park are only available for reservation for organized sports group use. Please note that parks are open to the public and cannot be denied access. The reservation provides exclusive use of the ball field during the scheduled time on the application.

7. Prohibited Activities/Items:

- a. Prohibited activities/items include, but are not limited to, bounce houses, inflatable play equipment, trampolines, fountains, swimming pools, mechanical rides, water slides, any form of activity that involves the use of running water, aircraft, climbing walls, dunk tanks, fireworks, firecrackers, explosives, rockets, flammable material, golf, horseback riding, hot air balloons, model airplanes, petting zoos, pony rides, search lights, and metal detecting on athletic fields.
- b. Weapons, including but not limited to such items such as knives, firearms, bows and arrows, martial arts weapons, are prohibited.

8. Business Activity/Use and Solicitations

- a. Soliciting, selling, peddling, advertising, distribution, posting for a commercial purpose of personal gain of any printed handbills, circulars, or signs, or erecting any signboard, sign, billboard, bulletin board, post, pole, or device of any kind for advertising is prohibited.
- b. It is unlawful to conduct any type of business activity in any park without first obtaining a Temporary Use Permit. Business activity shall include, but not limited to, sale of food, beverages or merchandise, providing classes or other forms of instruction for a fee or other valuable consideration, or use of a park facility for advertising any business, product, or service.

9. Temporary Use Permits

- a. Specially requested activities that involve short-term use of City facilities and grounds for non-City sponsored activities or uses must obtain a temporary use permit.
- b. Temporary use permits for such activities shall be issued only after finding that the issuance of such permits will not be inconsistent with the purposes for which the facility is established and maintained and will cause the minimum possible interference with the use of the area by the general public. The permit may contain such reasonable conditions and restrictions as to the duration and area occupied as are necessary for the protection of the area and public use thereof.

10. Facility Set Up and Clean Up

- a. The renter is responsible for bringing his/her own cleaning supplies, trash bags, and paper towels.
- b. The renter is responsible for set-up including moving portable furnishings and setting up tables and chairs as well as take down and clean up.
- c. There is no pre-setup or staging prior to applicant's date/hours.
- d. All furnishings must be returned to their original locations and equipment properly stored. Use caution so that floors and walls are not damaged. The City will not be liable for any personal injuries or damage to personal property. Please see the agreement section of the Facility Use Request Form.
- e. All items brought into the facility by the renter must be removed by the end of the rental. Renters must remove all food, materials, non-City equipment, decorations and garbage. It is the renter's responsibility to properly dispose of trash and leave the facility clean and intact. Tables stained as a result of renter's usage will be assessed a cleaning fee.

11. Pets and Service Animals

- a. All dogs and/or pets must be kept on a leash and under the control of its owner.
- b. Pets are not allowed in the Concession Stand with the exception of Service Animals.