

**Barry County
Commission on Aging
320 West Woodlawn Ave., Hastings, MI 49058
Phone: (269) 948-4856 ~ Fax: (269) 948-3336 ~ email bccoa@barrycounty.org**

Facility Rental – General Use Policy

Barry County and the Commission on Aging (BCCOA), in an effort to serve its clients and the community, allows the facility to be reserved on a first come, first served basis regardless of race, sex, creed, or color for functions and activities in conjunction with the following usage policy, rules, and regulations.

1. Priority will be given to Barry County residents.
2. Persons securing a reservation must be 21 years of age or older and must be present during rental.
3. Payment Schedule:
 - A. Security Deposit must be paid upon reservation.
 - B. Full payment of room rental shall be due at least thirty (30) days prior to the requested date. Failure to pay the balance at least thirty (30) days prior to the requested date will result in loss of reservations. *(If a request is made for a rental less than 30 days in advance, and a room is available, full payment shall be made upon reservation.)* Special arrangements may be made to groups renting on a regular monthly basis.
 - C. If the event goes beyond the contracted time, management may determine an hourly charge for overtime. Any charges levied by the management for use or misuse are final and will be deducted from the security deposit.
4. Cancellations: Groups are required to call and cancel if they will not be using a room that has been reserved for them. Fees will be refunded as stated:
 - A. If an applicant cancels a rental request thirty (30) days or more prior to a scheduled event, the applicant will receive a full refund. If the applicant cancels less than thirty (30) days before the event, the applicant will receive a full refund less a processing fee of \$25.
 - B. The BCCOA reserves the right to cancel any agreement if it finds the signer of usage agreement has misrepresented the group or has not met the requirements of the agreement. In all such cases, the applicant will receive a full refund less a processing fee of \$25.

- C. If a situation occurs which forces the closing of the facility or the unavailability of the rooms reserved, such as inclement weather, power outage, etc., the group may reschedule for a future date or receive a full refund.
 - D. All refunds will be issued per BCCOA procedures and may take 2 to 4 weeks.
- 5. The BCCOA reserves the right to refuse a lease at their discretion.
 - 6. The BCCOA Board will review the Facility Rental - General Use Policy at least once a year and reserves the right to make any changes it deems necessary.

Rules and Regulations

- 1. BCCOA facilities shall not be reserved for any activity that may be deemed in conflict with Barry County Commission on Aging policies, or improper or unsuitable for activities held in a public facility.
- 2. Any form of gambling or game of chance, unless expressly permitted by law and subject to the approval and issuance of special permits, is prohibited on the premises.
- 3. The use of any alcoholic beverages and/or illegal drugs is prohibited on the property. Tobacco usage will be allowed in outside designated areas only.
- 4. A designated COA Staff member will be on duty during all hours of building operation, and groups must guarantee responsiveness to the directives of BCCOA staff. All accident and damage, however minor, MUST be reported to the designated COA Staff member immediately.
- 5. Upon arrival, the user must check in at the registration desk. The designated COA staff member and user will complete an inspection of the room(s) rented prior to set-up. Any damages must be reported at that time. For after hours use, user shall check in to pick up a key and complete inspection no later than 4:00 on the day of the rental. After clean up and upon return of the key, user will again review the room(s) with the designated COA staff member to check for damages. Failure to check out may result in loss of security deposit. If there is no damage, full security deposit will be mailed to the applicant within 2 to 4 weeks.
- 6. Normal clean up shall be performed by the user following use. Normal clean up shall include removal of all materials brought in, removal of all decorations, disposal of all trash in proper receptacles and cleaning of all counters, cabinets, sinks, appliances, walls, tables and chairs. The COA will provide refuse bags.
- 7. Property of the BCCOA shall not be removed from the facility at any time.
- 8. Groups shall not use, remove, or disturb any supplies, bulletin boards or other items in the building. Some items may be moved or placed out of sight with advance approval and must be returned to their original location at completion of use.

9. Set up prior to the rental time will require BCCOA approval providing the request is made prior to the event and the room is available.
10. Groups shall be restricted to room(s) assigned, except for use of restrooms and common areas. Use of facilities outside the building is restricted to parking facilities only, and user shall be responsible for control of the parking area. BCCOA will be responsible for snow removal.
11. Placement of posters, banners, decorations, etc., must have prior BCCOA approval and are allowed only on the inside of the room and on the exterior glass doors. Tape or any type of adhesive, nails, tacks, etc., are **NOT** to be affixed to any wall, ceiling, etc., without prior approval. Writing on glass, windows, mirrors, walls, etc., is strictly prohibited.
12. Tables and chairs shall not be dragged or thrown.
13. Electrical extensions and decorations must be without exposed wires and UL approved. Loose cords must be taped to the floor.
14. All usage of open flames, such as lighted candles and sterno cans, must have prior BCCOA approval.
15. Groups comprised of individuals under the age of 21 must have adequate and direct supervision at all times. **CHILDREN MUST BE DIRECTLY SUPERVISED AT ALL TIMES.**
16. BCCOA is not responsible for equipment or supplies brought in by groups. Items delivered to BCCOA for use by the group will be stored only if advance arrangements are made and space is available. BCCOA is not responsible for the condition or quantity of delivered items or items left overnight.
17. BCCOA is not responsible for damage or theft of personal items.
18. Groups are responsible for any and all damage, interior or exterior, caused during their occupancy of the building. User must provide property supervision at all times. Damage or loss of BCCOA property will be deducted from security deposit and/or will be billed directly following usage. Any additional charges levied by management for use or misuse of the facility is final.
19. Exterior doors are not to be propped open.
20. All state and local licenses or permits necessary to hold the event are the responsibility of the user and must be displayed as required by law.
21. A Certificate of Insurance naming Barry County and BCCOA, their officers, and representatives as additional insured will be required. Contact your insurance agent for this certificate. Document may be faxed to 269-948-3336, Attn: Executive Director.
22. BCCOA neither assumes nor accepts responsibility, financial or otherwise, for accidents or injuries sustained by individuals or groups of individuals while using the facility.

KITCHEN USE:

1. Pre-cooked and prepared food may be brought in. (The fee to use the kitchen is an additional \$50 over and above other rental fees – See Fee Structure Policy. Please note that there is no stovetop cooking available.)
2. Use of the kitchen shall include counter tops, sinks, and major appliances (oven, refrigerator, and microwave). Use of any other items in the kitchen is negotiable. The applicant must list on the application specific kitchen items to be used, and receive specific instructions, as needed.
3. All on-site caterers must provide to BCCOA all necessary Health Department Certificates, licenses and insurance at least one week prior to the scheduled rental date.
4. Any group using the kitchen is required to read and comply with posted Health Department rules.
5. As with other areas of the building, the kitchen area must be left clean. All garbage/trash should be placed in the outdoor dumpster immediately after the event.

Facility Rental - Fee Structure Policy

Class 1 Rentals

Any group directly involved with the BCCOA (Example: Classes)

NO FEE

Class 2 Rentals

Non-profit groups are welcome to use the facility at no cost during business hours, pending room availability. Non-profit agencies using the facility after business hours are asked to pay 50% of the fees listed below. No security deposit is required. All set up and take down is the responsibility of the non-profit group. If additional chairs, tables, etc. are needed, it will be the responsibility of the group to obtain them.

Class 3 Rentals

All others not included in Class 1 or 2. (Examples: Showers, meetings, dinners, receptions, etc.)

Class 4 Rentals

Fees for groups that meet on an ongoing weekly/monthly basis will be negotiated separately for cost and room assignment.

Class 5 Rentals

Regular volunteers of the Barry County Commission on Aging will be allowed to rent rooms for private functions at a rate of one-half (1/2) the full rate, pending availability.

<u>Rooms</u>	<u>Fee</u>	<u>Security Deposit</u>
Craft Room/Small Conference Room	\$ 30.00	\$ 50.00
Kitchen	\$ 50.00	\$ N/A
Dining Room	\$ 75.00	\$ 50.00
Community Room	\$200.00	\$125.00

NOTE: Functions need to be completed by midnight and the facility cleaned up by 1:00 a.m. Usage beyond 1:00 a.m. may be charged an additional hourly rate of \$25 per hour.

ADDITIONAL CHARGES:

\$10 per item for the use of VCR/TV, microphones, etc.

**Barry County Commission on Aging (BCCOA)
FACILITY RENTAL APPLICATION**

Please read the General Use Policy, Rules and Regulations and Fee Structure Policy furnished to you before completing this form. The form must be completed in full before a decision regarding use can be made. You will be notified within ten (10) days regarding approval of your request.

Date(s) Requested: _____ Today's Date: _____

Organization: _____ Number in Group: _____

Street Address: _____ Daytime Phone: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Evening/Cell Phone: _____

Room(s) Wishing to Rent: _____ Time of Use: From _____ To _____

Type of Function: _____

Please Read Waiver Carefully Before Signing Form

The undersigned hereby verifies that he/she:

- has authority to sign the application for the below named organization,
- has read the rules and regulations of the BCCOA relative to the use of rooms and agrees to all arrangements therein stated,
- agrees to complete a room inspection both prior to and immediately following use, and also agrees to exercise reasonable care in the use of the BCCOA facility and shall return the facility to its original condition and configuration at the conclusion of its use,
- agrees to pay on behalf of, indemnify, defend, and hold harmless the County of Barry and the BCCOA, their elected and appointed officials, employees, and volunteers from any and all claims, demands, suits, or losses which may be asserted, claimed, or recovered by reason of personal injury, bodily injury, including death, or property damage which arises out of, or is in any way connected with this rental agreement.

The undersigned further understands that failure to comply with all arrangements herein stated or falsification of any information called for in this application will be grounds for denial of this or any room requests.

Organization: _____ Date: _____

Signature of Applicant: _____

Applicant's Drivers License Number: _____

**Barry County Commission on Aging (BCCOA)
FACILITY RENTAL AGREEMENT**

ROOM RENTAL

Organization: _____

Date(s) Requested: _____

Room(s) Requested: ___ Craft Room ___ Dining Room ___ Kitchen
 ___ Small Conf. Room ___ Community Room ___ Day Care

Tables Requested: ___ 8 ft. ___ 6 ft. ___ Round ___ Card
 (15 avail) (3 avail) (8 avail) (13 avail)

Chairs Requested: ___ Folding ___ Padded
 (217 avail) (36 avail)

Room(s) Assigned: _____

Arrival/Set Up Time: _____ Departure Time: _____ COA Staff: _____

Security Deposit	\$	Cash	
Rental Fee	\$	Check Number	
Additional Charges	\$	Money Order	
Total	\$	Paid In Full	
Amount Paid	\$		
Balance Due	\$		

Please list specific requirements or arrangements that may be needed:

Fee Structure: ___ Class 1 ___ Class 2 ___ Class 3 ___ Class 4 ___ Class 5

Liability Insurance Submitted: ___ Yes ___ No

Facility inspection: Prior : ___ User ___ BCCOA After: ___ User ___ BCCOA

Key issued: ___ Yes ___ No Returned: ___ Yes ___ No

BCCOA Approval: _____ Date: _____