

**Jamestown Parks and Recreation
Two Rivers Activity Center
Facility Rental Policy**

Purpose: This policy establishes the expectations to appropriately rent space within the Two Rivers Activity Center. All facility policies and behavior guidelines must also be followed by renting party.

Facility Rental Procedure

1. Reservation Process:

- a. Reservations are accepted up to six months in advance, and on a space available basis. Reservations are processed on a first-come, first-served basis. Note: reservation requests cannot conflict with and/or interfere with current TRAC/JPRD programs, activities or scheduled administrative use.
- b. Available hours for rentals may be adjusted to accommodate other activities

2. Rental Agreement:

- a. A complete Facility Rental Application Form must be submitted and signed by the legally responsible party to initiate the reservation process.
- b. The requested date(s) is not secure until full payment of all rental fees.
- c. Non-payment will result in a hold on the request. The date will continue to be available to new applicants.
- d. Once payment is received a receipt and rental agreement will be provided to the renter.
- e. A Point of Contact must be named on the Agreement and is required to remain on-site from the time the rental begins (set-up) through the time the rental ends (tear down).

3. Payment Methods:

- a. Fees and Charges for rentals are adopted by the Jamestown Parks and Recreation Board of Commissioners.
- b. Facility rental payment may be made by cash, check (personal, cashier or money order) or credit card. Personal checks will not be accepted later than 30 days prior to the event. Insufficient funds will result in a cancellation of the event and will not be reinstated if reserved by another party or until the renter pays the amount due plus a NSF service fee.

4. Cancellation of Agreement:

- a. A minimum 5-day notice is required to cancel a rental agreement and receive a full refund of rental fee.
- b. TRAC reserves the right to cancel the rental agreement for cause and will issue full refund of rental fee.
- c. TRAC shall make every effort to open the facility when a rental is scheduled. However, if severe inclement weather or other acts of nature prohibits the opening of a facility, the renter will be notified as soon as possible. The renter will be provided the opportunity to reschedule to another available date or have the rental fees refunded in full.

Rental Rates

1. Rental Hours:

- a. All facilities are rented on an hourly basis, with some venues having a minimum rental time. The rental time includes the time needed for set-up and tear-down by the renter.
- b. Rentals which do not vacate the premises as per the rental agreement terms will be assessed additional fees at a rate of 1 ½ times the established hourly rate. This will be assessed on a 30-minute basis.

2. **Facility Space for Rent and Aligned Cost:**

Space	Rate	Time Period
Turf/Tennis	\$25 per quarter/court	Per hour
Court	\$25 per cross court	Per hour
Multipurpose Room	\$25 per room	Per hour
Group Fitness Room	\$45 per room	Per hour
Pool Party	\$100	3 hours/up to 10 children
Gym Party	\$100	3 hours/up to 18 children
Turf Party	\$100	3 hours/up to 18 children
Therapy Pool	\$100	Per hour*
Recreational Pool	\$1000	4 hours*
Entire TRAC Facility	\$2000	4 hours*
* Available on a limited basis. Additional staff costs may apply.		

3. **Access to Locker Rooms:** All parties renting facility space will have access to TRAC locker rooms and common spaces within the facility.

Birthday Party Rental

1. **Party Type:**

- **Pool Party-** Includes 2 hours of rental with access to the recreational pool and one party room. We require 1 adult per every 5 children in the pool, actively supervising the children. We allow a maximum of 10 children in the pool with 2-3 adults supervising in the pool for each party. All pool rules must be followed.
- **Gym Party-** Includes 2 hours of rental with access to one cross court and one party room. We require 1 adult per every 5 children in the gym, actively supervising the children. We allow a maximum of 18 children in the gym for each party. An additional \$5 per child is charged after 10 children.
- **Turf Party-** Includes 2 hours of rental with access to one quarter of the turf space and one party room. We require 1 adult per every 5 children in the turf, actively supervising the children. We allow a maximum of 18 children in the turf for each party. An additional \$5 per child is charged after 10 children.

2. **Party Coach:** A coach can be requested to lead 1 hour of activity in the gym or turf for an additional charge of \$25/hour. A coach must be requested on Rental Application Form. This service is dependent on availability of staff.

Sale of Food, Beverages, Merchandise or Admission

1. Renters must request approval to sell food, beverages, goods or merchandise or charge admission within the TRAC facility on Rental Application Form.
2. Additional rental/custodial fees maybe charged and included in the rental agreement.

3. Renters must comply with all Jamestown Parks and Recreation concession agreements with vendors.
4. Vending machines are operated by Jamestown Parks and Recreation and no renter shall turn off/on, unplug, or otherwise make unavailable. This will be managed by facility staff if appropriate.

General Guidelines for Use

1. Customer Responsibilities:

- a. Everyone in the group must obey all applicable Jamestown Parks and Recreation, City, State and Federal rules, ordinances, laws and regulations. Failure to do so may result in the rental agreement being cancelled or terminated, and all guests being asked to leave the premises and/or be subject to legal action.
- b. The renter is responsible to provide general supervision and control over all activities to prevent injury or damage. A designated Point of Contact must be named, identified and onsite for the entire rental which includes set-up and tear down.
- c. Renter must provide general clean-up of rental facility related to their decorations. Renter is responsible for the removal of all personal belongings and/or left-over food from the premises.
- d. The renter or designee is to become familiar with the facility, its amenities and overall condition. This includes a pre and post rental walk thru with staff and signing of the rental checklist at the beginning and end of the rental. The same person must be available for each. Renter or designee should stop by front desk when arriving and departing to complete the pre and post walk through with a staff person.
- e. The renter is responsible for the repair/replacement of property/equipment damage.
- f. The renter can move tables and chairs within the rental space to suite your needs. The room must be returned to the original set again when you leave the room.
- g. If you have a multi-day rental and would like to leave things in the room overnight, please receive approval from facility staff. General clean-up is required at the end of each rental day.
- h. The designee must be listed on the contract. If the designee/renter is not available for the walk through per the terms of the agreement, they void the right to have representation present and the judgment presented will be final.
- i. Renter is financially responsible for any damage to or the need for excessive cleaning of the facility or for cleaning related to improper use of the facility or amenities that may be caused by the renter or someone from their group.
- j. Excessive cleaning is billed at 1.5 times the rental fee. Excessive cleaning needs may include spills, stains or trash pick-up/removal, etc which extends beyond the normal allocated hours for cleaning.
- k. TRAC is not responsible for providing any amenities the day of the event that were not explicitly included in the rental agreement.
- l. Room Capacity determines the maximum number of guests allowed either seated or standing. By fire code the listed capacity cannot be exceeded at any time, and will be enforced by staff on duty. Violation of the capacity will result in loss of the security deposit and termination of the event.

2. Decorations: Consult with the facility staff on what types of decorations are permissible. The use of nails, push pins/tacks or staples is not allowed. Duct tape is not allowed. Machines that create smoke, mist or bubbles are not allowed.

3. Catering & Kitchen Items: Cooking, eating & serving utensils, food containers, dish towels, pot-holders, dish soap, etc are not provided by TRAC to renters. We do allow outside food and beverages in our multipurpose rooms only. You can cater food or bring your own. No food or beverages are allowed in the pool, gym, or bubble area. Alcoholic beverages are not allowed on site.

4. Tobacco/Alcohol/Illegal Substance Use: Tobacco, alcohol and illegal substances are prohibited both in the TRAC facility and on grounds.

5. Weapons: TRAC is considered a publicly owned building and therefore no firearms are allowed on the premises as set forth under City Of Jamestown Municipal Code 22-49.1. All other weapons are also prohibited on TRAC property, including, but not limited to: bow and arrows, knives, switchblades, swords, etc. Further, TRAC will not rent its facility for any activity which requires the use of firearms or any other weapon. Any renter found to be in violation of this policy will be immediately removed and may be subject to criminal charges.

6. Signage: Signs may be posted outside on sandwich board type structures only. Balloons can be used as a marker, and may be tied with string to a fixed object; however, they cannot obstruct the view of any road sign. Signs are not allowed to be nailed, stapled or bungee corded to trees, buildings, light poles or road signs, and/or stakes driven into the ground, and/or the painting of any pavement or hard surface. Any temporary outside signage must be approved by facility staff and immediately removed following the end of the rental.

7. Animals in Public Buildings: Only properly tagged service animals are permitted inside TRAC.

8. Indemnification and Hold Harmless

To the fullest extent permitted by law, Renter shall indemnify, defend, and hold harmless TRAC, its employees, assigns, agents, and successors from and against:

A. All claims, damages, losses and expenses, including but not limited to attorneys' fees attributable to bodily injury, sickness, disease, or death, or to injury or to destruction of property caused in whole or in part by Renter, Renter's staff, agents, assigns, successors, invitees or volunteers arising or alleged to arise from any of the following:

- i. the acts or omissions of all Renter's staff, agents, successors and volunteers and all other persons for whom Renter is legally liable;
- ii. negligence, fraud, breach of fiduciary duty, willful, reckless, or criminal misconduct or any actions of any JPS related persons including any act or omissions deemed to be beyond the scope of work;
- iii. default by Renter under this Agreement;
- iv. failure by Renter to maintain insurance as required to be maintained by TRAC; or

v. Renter, Renter's staff, agents, assigns, successors, invitees or volunteers who violate TRAC's rental facility policies, any ordinance, regulations, statute or other legal requirements.

vi. Renter, Renter's staff, agents, assigns, successors or volunteers failure to supervise all persons who enter the TRAC facility in conjunction with Renter's use.

The above indemnification shall apply regardless of:

- A. whether the claim is also caused in part by the ordinary, active, or passive, or joint, concurrent, or comparative negligence of TRAC, TRAC's staff, agents, assigns, or successors;
- B. whether liability without fault or strict liability is imposed upon or alleged against TRAC.
- C. The scope of any person's insurance and is independent of insurance.

However, liability will not be enforced against the Renter to the following extent:

- A. of TRAC's breach of this Agreement, where the breach was the actual cause of bodily injury, sickness, disease, or death, or to injury or to destruction of property; or
- B. A loss which is caused in whole or in part by the gross negligence or intentional act of TRAC.

9. Insurance

TRAC, within its discretion, may require any Renter prior to approving the rental request to secure a general liability insurance policy with minimum rates per person and per occurrence naming the TRAC as an additional insured party. In such case, a certificate of insurance shall be provided to TRAC before approving the rental request.

10. Compliance with Applicable Policies Concerning Use of Facilities

Jamestown Parks and Recreation and the Two Rivers Activity Center may refuse to enter into a rental agreement with a renter based upon history of non-compliance of Facility Rental Policy. Renter commits to ensuring that persons attending the activities for which the facility is being used are informed of applicable policies or regulations concerning use of the facility. In particular, policies concerning weapons, illegal substances, alcohol, inappropriate behavior, animals, persons not authorized to be on JPRD property, and use of facilities for political activity, other related matters will be will be discussed with the TRAC Facility Manager.

Board Approval November 14, 2016.