

FACILITY USE & RENTAL POLICY

Clinton City Community Rental Room

EFFECTIVE DATE: MARCH 22, 2022
CLINTON CITY COUNCIL



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1 Purpose and Scope

- 1.1 The purpose of this Facility Use and Rental Policy is to ensure that the use of the Clinton City Community Rental Room is granted in a fair and equitable manner to non-profit and not-for-profit groups and/or organizations to hold meetings, activities and events, which are recreational, social, cultural, educational and/or civic in nature, offering services of interest and need to the community as long as these activities do not conflict with the public purposes and activities, state and federal laws, local ordinances or proper care and maintenance of the Community Rental Room. This policy is also to establish terms, conditions, allowable uses, Renter qualifications, written rules, regulations, definitions and a fee schedule that shall guide the use and rental of the Community Rental Room. These standards are intended to facilitate orderly processing of rental requests and to preserve the non-public forum status of the Community Rental Room. The City reserves the right to close the room to public use and terminate the limited public forum at any time. Fees charged for the use of room are intended to partially re-coup ongoing maintenance and operation costs of the Community Rental Room. The City Manager/Recreation Director has the discretion to make operational policy and fee changes between City Council reviews if necessary.
- 1.2 City staff members shall be responsible for enforcement of all policies, rules and regulations established in this policy and shall have the authority to deny or terminate the use of the room if a determination is made that use does not conform to the requirements of this Facility Use and Rental Policy and/or may cause damage to the room.
- 1.3 City staff shall approve, oversee, supervise and coordinate room use and all events at the Community Rental Room for the safety and wellbeing of the public and the room. Staff shall be responsible for and have complete authority over the room being used, all equipment, participants, activities and other services per the terms of this policy. Staff shall have authority to request changes in activities or cessation of activities. Renter must comply with staff requests and instructions.

2 Interpretation and Implementation

- 2.1 The City Manager/Recreation Director shall have the authority to interpret the Facility Use and Rental Policy. The City Manager/Recreation Director shall have the responsibility to administer and enforce the Facility Use and Rental Policy, and shall have the authority to deny or terminate the use of the room if a determination is made that the use does not conform to the requirements of the Facility Use and Rental Policy. The City Manager/Recreation Director has the discretion to make changes to the Facility Use and Rental Policy and may restrict public access to the Community Rental Room if they determine the room is not suitable for holding public events. At the discretion the City Manager/Recreation Director, the City may waive any requirements of this policy if the result of said waiver would be in the best interest of the City.

3 Community Rental Room

- 3.1 The Clinton City Community Rental Room located at 1651 W. 2300 N., Clinton, Utah, when not being used by the City or its affiliates, may be reserved for use by non-city government, non-profit or not-for-profit community organizations or groups, provided the requirements of this Facility Use and Rental Policy are met and the rental fee is paid. All rentals may be made on a first-come, first-served basis at the Clinton City Recreation Office. Exceptions may occur due to extenuating circumstances upon the discretion of the City Manager/Recreation Director.
- 3.2 When reserving the Community Rental Room, the Renter should specify the number of individuals expected and cannot exceed the maximum capacity stated by law. The use of the Community Rental Room is subject to the maximum room capacity of 155.
- 3.3 The room includes tables and chairs to seat 120 people.

4 Authorized Renters

- 4.1 Non-profit and not-for-profit organizations and groups may reserve the room for meetings and events. Groups other than the City or its PARCS 501c3 organization and affiliates may not charge admission fees to participants attending the meetings or events or collect money from participants.

5 Group Priority Ranking

- 5.1 An individual or group seeking permission to utilize the Community Rental Room will be classified in one of the following priority groups. These classifications are used to establish priority of use, applicability and amount of the fee and/or security deposit. The groups are as follows, in descending order of priority:
 - 5.2 Group A – Activities conducted and/or sponsored by the Clinton City and its various Departments.

Group B – Activities conducted by the City recognized PARCS 501c3 organization and its affiliates.

Group C – Activities conducted by other governmental agencies or local school districts.

Group D – Private events conducted by residents, resident groups/organizations, Clinton City businesses, non-residents, non-resident groups/organizations, businesses based outside of Clinton City, employees of Clinton City including the Mayor and City Council Members.
- 5.3 Free community seminars on products or services that a business sells shall not constitute non-profit status for renting the Community Rental Room: for example, free insurance educational training from an insurance firm. These types of businesses shall be considered for profit.

- 5.4 The physical sale or transaction of goods or services is not allowed within the Community Rental Room or park by any Renter.
- 5.5 The need to conduct City government functions takes precedence over any rental. Rentals will be rescheduled, if possible, or refunded if City business replaces the said rental. All remaining rentals will be accepted on a first-come, first-served basis upon receiving a completed rental agreement and payment.

6 Prohibited Uses

- 6.1 The Community Rental Room **shall not** be used for the following:
 - 6.1.1 Any commercial business, fee-based or promotional activity.
 - 6.1.2 Any programs involving the sale, advertising or promotion of products or services.
 - 6.1.3 Any business firms and other for-profit organizations soliciting or selling products or services, regardless of purpose.
 - 6.1.4 Any meeting or activity that solicits funds or donations or accepts such from attendees that are not city sponsored events.
 - 6.1.5 Any political fundraisers, political advocacy, or other partisan political meetings, rallies, or campaign activities/events.
 - 6.1.6 Any meeting whose noise levels will interfere with activities in the Recreation Administrative Offices or adjacent properties.
 - 6.1.7 Any groups that will have participants in excess of the occupancy limit.
 - 6.1.8 Any illegal activity.
 - 6.1.9 Any purposes contrary to federal, state or local law.
 - 6.1.10 Any activity not consistent with the general business purpose of the building.
 - 6.1.11 Any other use deemed inappropriate by the City Manager/Recreation Director.

7 Rentals

- 7.1 Interested persons/parties may make a rental on the first working day of January for the current year. All rentals must be made in person at the Clinton City Recreation Building, located at 1651 W. 2300 N., Clinton, Utah, during regular business hours Monday through Friday from 8:00am to 5:00pm, excluding observed State and Federal Holidays. All rental fees, must be paid one (1) week prior to the rental date, not including the security deposit which must be paid when the room key is picked up, typically three (3) business days prior to the rental.

- 7.2 The individual signing the rental agreement, the “Renter” is responsible for the event and will be held responsible for all actions, behavior and damages caused by his/her guests/attendees. The Renter shall be present at all times while the room is being used. Non compliance may result in immediate termination of rental, denial of future requests and loss of the security deposit.
- 7.3 The Renter has use of the Community Rental Room (excluding the overhead projector), kitchen, patio, bathrooms, projector screen, piano and sound system. Renter must provide their own aux cord/adaptor when using the sound system and own projector when using the projector screen.
- 7.4 Rentals must be made at least seven (7) days prior to the rental date. Changes to dates and times must be made at least seven (7) days prior to the rental date.
- 7.5 When reserving the Community Rental Room, the Renter will sign and agree to the Facility Use and Rental Policy Compliance and Indemnification and Hold Harmless Agreement and Photo Release.
- 7.6 All rentals have a mandatory two (2) hour minimum. Renters are given a complimentary 30 minutes before and after their event to allow for set up and clean up.

8 Denial of Rental

- 8.1 The City, at its sole discretion, reserves the right to limit and/or deny requests for meetings, parties, or other events for the following reasons:
 - 8.1.1 The room is incapable of accommodating the proposed activity by reason of the nature of the activity or the number of people estimated to be in attendance.
 - 8.1.2 The Renter has failed to demonstrate their ability to provide adequate security to assure the event is conducted in a safe manner.
 - 8.1.3 The Renter has failed to agree to comply with all of the conditions of this Facility Use and Rental Policy, ordinances, laws, regulations and applicable policies.
 - 8.1.4 The activity is likely to cause physical damage to the room or its equipment.
 - 8.1.5 Conditions for the issuance of a rental agreement have not been fulfilled.
 - 8.1.6 It comes to the attention of the City that the Renter has violated or will violate any law or regulation relating to the rental of the City’s Community Rental Room or that the proposed use of the room will violate any law or regulation.
 - 8.1.7 Another event is already scheduled on the requested date and time.

- 8.1.8 The Renter previously used the room and failed to comply with applicable rules or conditions, or due to damage or lack of cleaning, did not receive all of their security deposit back.
- 8.1.9 The Renter has twice before cancelled a scheduled event in the room without prior notice.
- 8.1.10 The Renter's history of compliance with Facility Use Policies.
- 8.1.11 Using the room as proposed would threaten public health, safety, or welfare, based on factors including but not limited to the ability to manage crowds in the room, expected public interest, need to maintain order due to expected protests at the event.
- 8.1.12 The proposed use would conflict with the administration or needs of, or uses by, the City government.
- 8.1.13 Inconsistency of the proposed use with purposes for which the room is designed and intended, such as, but not limited to, the size, dimensions and existing furniture, fixtures and equipment in the room.
- 8.1.14 Any other factor deemed relevant by the City Manager/Recreation Director.

9 Rental Agreement

- 9.1 The City Manager/Recreation Director may attach such conditions to the contract as deemed necessary for the protection of the public health, safety, welfare and the maintenance and operation of the room.
- 9.2 Renter must be a responsible adult (21 years of age or older) and shall not transfer, assign or sublet use of the reserved room or apply for use on behalf of another person or organization. Renter must be present during the event and must check in with the Site Supervisor. Failure to comply may result in forfeiture of fees and/or deposits.
- 9.3 If at any time prior to or during the scheduled event the Renter is not in compliance with policies and regulations stated in this policy or the conditions of the rental agreement and after receiving notice of noncompliance, has failed or refused to comply (or compliance is no longer possible), the City, acting by and through the City Manager/Recreation Director or his/her designee, may cancel the rental or terminate the event. Under those circumstances, no deposits and/or fees previously paid by the Renter shall be returned.
- 9.4 The City reserves the right to cancel any and all rentals without providing any other accommodations in the event the room is needed for municipal government purposes, or if the room becomes unavailable due to unforeseen maintenance or safety issues. In the event of such a cancellation, notice shall be given as far in

advance as possible and a full refund will be made. Every effort will be made to find a suitable alternative if cancellation by the City is necessary.

10 Payment and Fees

- 10.1 Rental fees are necessary to cover the cost of the staff required to be present during the room use, utilities, restroom paper goods, garbage bags, cleaning supplies and minor wear and tear. Renters will be charged a rental fee according to the Fee Schedule in Exhibit A, which is subject to change by the City Council, City Manager or Recreation Director at any time. All rental fees are required to be paid before the rental will be confirmed. No rental fee will be charged for the City's own activities, activities put on by the PARCS 501c3 organization and its affiliates, activities conducted by other governmental agencies or local school districts or organizations as deemed appropriate by the City Manager/Recreation Director.
- 10.2 All rental agreements are subject to rental and cancellation fees and security deposit requirements established in the City Council approved Fee Schedule in Exhibit A.
- 10.3 All applicable fees, permits/licenses and insurance must be paid in full or be obtained at the time this rental agreement is submitted.
- 10.4 Failure to comply with the payment procedure in this policy may result in cancellation of event. Cancellation terms and fees will apply.
- 10.5 The Fee Schedule in Exhibit A shall apply to all Renters, including City employees, City Council members and the Mayor. City employees, council members and the Mayor may reserve the community room at a discounted rate of 50%. All renters will need to pay the security deposit at the time the key is picked up and all rules must be complied with. Key/card transfer to another individual or group is not allowed.
- 10.6 It shall be unlawful for any person to use, without appropriate payment, the Community Rental Room. Once the rental is paid for and the rental obligations are met, the date and room are reserved.

11 Security Deposit

- 11.1 A security deposit is due when the key to the Community Rental Room is picked up, typically three (3) to five (5) business days prior to the rental. The deposit must be paid with a credit/debit card. This deposit shall be refunded if proper cleanup is completed, no portion of the rental contract is broken and no damage is incurred as a result of the rental. This determination will be made by the Site Supervisor. Applicable deposit balances will be refunded to the credit/debit card used within one (1) to two (2) weeks of the rental date.
- 11.2 The City reserves the right to require additional cleaning deposits at its discretion based on proposed use.

- 11.3 If damage destruction or defacement is incurred, the Renter shall be liable for expenses and be required to pay the full cost of the necessary repairs, restoration or replacement of the room, its furnishings, or equipment to its original condition, including damage that exceeds deposit amounts. The Renter will be billed for repairs, restoration or replacements that are greater than the security deposit. If the cost to repair damage is less than the security deposit amount, the remaining balance of the security deposit will be refunded.
- 11.4 If law enforcement assistance is needed due to misconduct of Renter or attendees, the event will be closed immediately and all fees and deposits will be forfeited.
- 11.5 If the security deposit is not paid, the room rental will be forfeited and no refund of the rental fee will be issued.

12 Hours and Days of Use

- 12.1 The Community Rental Room hours and days of use are Monday through Sunday from 8:00am to 10:00pm, excluding holidays listed below. Resident, Non-Resident and Employee Rates are listed in the Fee Schedule in Exhibit A.
- 12.2 The Community Rental Room is not available for rent on the following days: Easter, Mother's Day, Father's Day, Halloween, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, all observed State and Federal Holidays and Election Days without written approval from the City Manager/Recreation Director.

13 Cancellations

- 13.1 Clinton City reserves the right to accept, reject, or cancel any event, use, use agreement, or rental for any reason and in its sole discretion. If the room is mistakenly scheduled for more than one event, use or rental at the same time, the Recreation Director or their designated representative shall contact each party involved to identify the mistake and ascertain whether any party will voluntarily agree to reschedule. If not, then the Recreation Director/Designee shall, at their discretion, decide which party's event, use, or rental is cancelled. If an event, use, or rental must be cancelled due to a scheduling mistake as described above or circumstances beyond the control of Clinton City, including but not limited to weather, loss of utilities, civil unrest, or other uncontrollable happenstance, the event will be rescheduled at the earliest convenience of all parties. If a rental fee has been paid in connection with an event, use, or rental and it must be cancelled due to a scheduling mistake by the City as described above or cancellation by the City for any reason, other than circumstances beyond the City's control, and the event, use, or rental cannot be rescheduled for any reason, the City shall refund such rental fees to the Renter. The City shall not be obligated, liable or responsible for payment of any amounts or damages for losses due, directly or indirectly, to a cancellation incurred by a Renter, other than a refund. If a Renter or Renter's representative cancels a rental, the City will follow the cancellation terms listed in this policy. Where the Community Rental Room requires a written

rental agreement, a cancellation provision that consists of language substantially similar to that of this paragraph shall be included in the signed agreement.

- 13.2 All cancellations by the Renter will require a \$5.00 processing fee which the Recreation Department will withhold for administrative costs to process the cancellation. Cancellations may be requested up to four (4) business days prior to the rental date to receive a full refund amount. Refunds requested three (3) business days prior to the rental date will receive 50% of the rental fee. No refunds will be allowed two (2) business days prior to the rental date. Refund checks will be sent via mail, within two (2) to four (4) weeks of the cancellation.
- 13.3 If the rental, for a good cause, needs to be canceled by the City they will give the Renter notice forty-eight (48) hours in advance of the scheduled event or gathering, when possible. In such an occurrence, the Renter shall be entitled to full reimbursement of any fees paid.
- 13.4 All change of date rentals are subject to room availability.
- 13.5 No refunds of the rental fee will be given if the Renter fails to pay the security deposit and pick up the key before the rental date.

14 Kitchen

- 14.1 The Community Rental Room kitchen is available at no additional cost to all Renters. The equipment included is an ice machine, sink, refrigerator/freezer, coffee maker, conventional oven with cook top and microwave oven.
- 14.2 The kitchen is designated for preparing and warming food. No cooking within the building is permitted with the sole exception of crockpots or electric roaster ovens. No electric fry pans are allowed.
- 14.3 All City-owned equipment used must be washed and put away in its original location.
- 14.4 Propane barbeques must be used outside of the building, at least 25 feet away from all structures and on the grass to prevent grease from staining the concrete.
- 14.5 Warming trays utilizing alcohol burners/Sternos may be used as long as they are placed under a chafing dish on a table with no guests seated at the table and properly put out and disposed of after use.

15 Parking Facilities

- 15.1 The main parking lot is located to the west of the Community Rental Room and Recreation building. The parking lot located to the south of the basketball courts may be used as an overflow parking area.

16 AED Defibrillator and First Aid Supplies

16.1 An AED defibrillator and first aid supplies are located in the Recreation Administrative Office. If these items are needed, Renters can contact the Site Supervisor.

17 Fire Extinguishers

17.1 A fire extinguisher is mounted on the wall in the Community Rental Room near the roll-up door in the kitchen.

18 Recurrent Use

18.1 Clinton City does not allow recurrent use of the Community Rental Room. No group may consider the Community Rental Room its permanent meeting place, use it for storage or use the Clinton City Recreation Administrative Office as its mailing address.

19 Non-Interference with Recreation Department

19.1 A Renter's activities shall not interfere with the administration of the Clinton City Recreation Department's official business.

20 Right of Inspection and Control

20.1 The City reserves the right to inspect and control all events, private parties, meetings and receptions held on its premises. The Renter is responsible to reimburse the City for all fees and costs incurred by the City should additional City staff be required to control the Renter's event.

21 Site Supervision

21.1 The City requires a Site Supervisor be present for all Community Room Rentals. The Site Supervisor will check in with the rental party when they arrive and will be on site for any questions that may arise. The Site Supervisor will also check the room for cleanliness and damages when the rental is over and retrieve the room and dumpster key from the Renter. If the keys are not returned, \$5.00 will be taken out of the security deposit for each key.

21.2 If cleaning has not been adequately performed, or if any damage has occurred, the Site Supervisor shall fill out an incident report and take photographs to document the damages and cleaning in case the security deposit is forfeited or other damages are sought.

21.3 The City reserves the right to require security whenever it deems it appropriate. Cost of security is the responsibility of the Renter. If security is deemed necessary, the Renter submitting the rental must make arrangements with the Clinton City Police Department and shall pay the cost of security to be present during the rental period.

21.4 Site Supervisors are not allowed to accept gratuities.

22 Dumpster

22.1 A key to the dumpster is located in the custodial closet. All trash should be taken out of the Community Rental Room, kitchen and bathrooms and placed in the dumpster. The dumpster should be locked and the key returned to the Site Supervisor when the rental is complete or a \$5.00 key replacement fee will be taken out of the security deposit.

23 ADA Accommodations

23.1 The Renter reserving the Community Rental Room shall assume full responsibility for providing and paying for any special accommodations not already available in the room that are requested in accordance with the Americans with Disabilities Act (ADA).

24 Special Event Permit

24.1 Due to the size and nature of an event, the City may require the Renter to acquire a Special Event Permit and/or General Liability Insurance for bodily injury and property damage with policy limits set by the City and naming the City as an additional insured. A Special Event Permit, which may be obtained through the Clinton City Community Development Department has separate deadlines that may require an earlier submittal. The Renter is responsible for being knowledgeable about all appropriate deadlines.

25 Alcohol Use

25.1 The consumption, distribution, selling and possession of alcohol is strictly prohibited in the Community Rental Room, perimeter and City parks. Alcohol use refers to any beverage that contains any amount of alcohol. Failure to comply with these regulations will result in immediate termination of the event and forfeiture of the refundable deposits and all of the room rental fees. Injuries caused to any person as a result of alcoholic beverages being served and/or consumed on City premises shall be the sole responsibility of the organization, its sponsor or the Renter, who, as a condition of signing the Community Rental Room agreement for the room agrees to indemnify the City for any such injuries.

26 Smoking, Vaping, E-cigarettes, Cannabis, Inhalants, Tobacco Products

26.1 Smoking, vaping, e-cigarettes, cannabis, inhalants and/or tobacco product use, distribution, sales and possession of any kind is not permitted in the Community Rental Room or parks.

27 Damages

27.1 The Renter shall be responsible for paying the City the costs of replacement for any and all destroyed, damaged or missing room, grounds, and/or property caused by the Renter, guests, independent contractors, agents or any person on the

Renter's behalf. The Renter is responsible for checking the room for damages and cleanup in a manner that is acceptable to the Community Rental Room Site Supervisor.

28 Personal Property

28.1 The City shall not be responsible and assumes no liability for lost or stolen equipment, personal property, merchandise, money, personal effects and goods in the Community Rental Room or its parks. The safekeeping and protection from theft or damage of all equipment, personal property, merchandise, money, personal effects and goods brought onto the premises of Clinton City shall be solely the responsibility of the Renter of the room and the owner of the personal money, effects and goods. The City will assume no liability for any equipment, personal property, merchandise, money, personal effects and goods left in the Community Rental Room or for any damages to such items if they are moved, cleaned or stored by our employees in the performance of their duties.

29 Penalties

29.1 Failure to comply with this policy may result in all or any of the following:

29.1.1 Forfeiture of some or all of the security deposit.

29.1.2 Cancellation of the event, meeting or other rental use.

29.1.3 Immediate termination of the event, meeting or other rental use without notice or warning.

29.1.4 Immediate removal of individuals from the premises by City staff or the Clinton City Police Department without notice or warning.

29.1.5 Payment to the City the costs of replacement for any and all destroyed, damaged or missing City property caused by Renters, their guests, independent contractors, agents or any person on the Renter's behalf.

29.1.6 Rejection of any or all future requests for use or rental of the City's Community Rental Room.

29.1.7 Criminal prosecution for any violations of law or ordinance and any other civil remedies to which the City may be entitled by law or in equity.

30 General Operating Rules and Regulations

30.1 Animals/Pets are not permitted inside the Community Rental Room except police dogs and service animals as defined by Title II and Title III of the Americans with Disabilities Act. Other animals may be allowed as part of an approved or City sponsored program or event. This includes, but is not limited to, guide dogs for the blind and dogs for the hearing impaired or physically impaired. Clinton City Code Section 19-9-9 specially prohibits animals in the parks except leashed dogs on the trail.

- 30.2 City Equipment may not be moved, rearranged, or altered for purposes other than its intended use. Equipment may not be damaged or destroyed. City equipment shall not be removed from the Community Rental Room. The Renter will be held responsible for any damages to any City-owned property or equipment.
- 30.3 Set-up of tables and chairs is the responsibility of the group utilizing the Community Rental Room and must stay in the room.
- 30.4 Clean-up is the Renter's responsibility and includes, but is not limited to, wiping off table tops; cleaning of chairs; disposing of all trash into proper receptacles; mopping of kitchen floor; wiping off counter tops and kitchen equipment; washing dishes; cleaning up all spillage on/in: floors, refrigerators/freezers, and ovens; cleaning bathrooms; locking all doors and turning off all lights. Removal of all Renter-owned or leased (non-City-owned) items by the end of the rental. Storage is not provided at the Community Rental Room. All post rental clean up must be completed within the time specified on the rental agreement. The need for additional cleaning or other maintenance could result in the City's retention of all or part of the security deposit.
- 30.5 Publicity and Signs may not be placed around the Community Rental Room promoting events held at the Community Rental Room, unless they are for City sponsored events. Special permission may be granted by the City Manager/ Recreation Director to post advertisements, notices or posters. The City reserves the right to request and require the Renter to provide a copy of promotional materials, including social networks and or invitations the Renter creates for the event/meeting. No publicity may state or imply that the Renter's party, celebration, program, etc. is sponsored, co-sponsored or approved by Clinton City or any municipal official or department unless the event or program is sponsored by Clinton City.
- 30.6 Commercial Use of the Community Rental Room for profit and private gain is prohibited. The sale or solicitation of goods, wares, merchandise, services, food and beverages is prohibited unless authorized by the City Manager/Recreation Director. The Clinton City non-profit based PARCS 501c3 Organization may use the Community Rental Room to conduct fundraising efforts, provided that 100% of the funds generated are received by the organization and all expenses related to the fundraising event are paid through the organization's regular debt process.
- 30.7 Decorations require prior approval by the Recreation Department. No signs or decorations are to be duct/package/scotch taped, nailed, pinned, tacked, stapled or otherwise attached to walls, windows, ceilings, blinds or other City property. Painter's tape is the only acceptable adhesive allowed in the Community Rental Room. Decorations must be fireproof. Patio decorations, tents or other equipment must also receive written approval. Balloons must be secured and not released. Metallic ribbons may not be attached to balloons. A fee will be assessed if staff must retrieve released balloons or if any decorations cause damage to the room.

- 30.8 Discrimination is prohibited. The City will not discriminate against any person or persons because of their age, gender, race, religion, color, sexual orientation, disability, veteran status, natural origin or any other characteristic protected under local, state or federal law, nor will the City permit individuals or groups renting the room to engage in such discrimination. Clinton City shall not rent, lease, or allow use of its Community Rental Room by any person or organization that illegally discriminates on the basis of race, color, creed, marital status, sex, religion, national origin, ancestry, sexual orientation or handicap condition.
- 30.9 Events Not Covered in this policy must be submitted in writing and shall be reviewed by the City to determine appropriate use, fees, and services. A variance may be required as provided in Section 34.
- 30.10 Renter's Property, including all decorations, equipment, supplies, etc. owned by the Renter or the invitees, must be removed from the Community Rental Room immediately following the activity. Clinton City reserves the right to remove any remaining items from the premises and have them stored at the owner's expense. If such equipment or supplies are not claimed within two (2) weeks after notice to the Renter, the City reserves the right to dispose of such material in any manner it deems appropriate and retain any proceeds received from such disposal. Any cost to the City, including but not limited to administrative costs, incurred to dispose of the unclaimed property in excess of the revenue received from such disposal shall be billed to the Renter with payment due and payable in thirty (30) days.
- 30.11 Fire/Open Flame use is strictly prohibited within the Community Rental Room except for lighters used to light regular style birthday candles that are no more than 3 ½ inches in height that are placed in a cake, pastry or ice cream and lit for a short duration and then extinguished after the singing of a celebratory song. Relighting/trick candles are not allowed. Alcohol burners/Sterno heaters for food warming are allowed if heater is placed under a chafing dish on a table with no guests seated at the table and are properly put out and disposed of after use. Propane containers (or similar Class I and II liquid fuels) are prohibited in the Community Rental Room at all times.
- 30.12 Portable Space Heaters are not allowed in the Community Rental Room.
- 30.13 Food and Beverage regulations apply to all rentals. Red or orange-based punch or juice, grape juice or other strong colored liquids, sauces, toppings or foods such as strawberries, raspberries and blueberries, which would stain carpets, are not allowed in the Community Rental Room.
- 30.14 Illegal Activity is strictly prohibited and will result in immediate loss of privileges. All groups and individuals using the Community Rental Room shall comply with City, County, State and Federal laws. Illegal acts, including but not limited to fighting, gambling and lewd conduct are prohibited. Illegal activities will be immediately reported to law enforcement.

- 30.15 Incense, Fog, Hazer, Pyrotechnic Devices or Smoke use is not permitted in the Community Rental Room at any time.
- 30.16 Marijuana/Cannabis may not be possessed, smoked or otherwise ingested anywhere on City property.
- 30.17 Illegal Drugs are not permitted anywhere on City property.
- 30.18 Maximum Attendance regulations apply to all rentals. All rentals are subject to and may not exceed the maximum room capacity of 155. Failure to comply may result in termination of event.
- 30.19 Minors shall be supervised by one adult 21 years of age or older, for every 10 minors age 12 and under, and one adult for every 20 minors age 12 to 18 at all times while using the room.
- 30.20 Parking Lot Use is established to primarily service the room. Exceptions may be issued through approval of a variance as provided in this policy.
- 30.21 Public Utilities including heating and air conditioning systems, are operated solely by Clinton City and shall be operated in a manner deemed best by the City.
- 30.22 Prohibited Items include but are not limited to: glue, glitter, permanent markers, rice, confetti, bubbles, silly string, streamers, graphite, birdseed, hay, straw, corn stalks, grass, palm fronds, feathers and phragmites.
- 30.23 Delivery of Supplies and/or Equipment will not be accepted prior to the indicated starting time of the event.
- 30.24 Entrance Regulations apply to all rentals. All entrance doors on the premises shall be locked when the room is not in use. All door openings to the Recreation Administrative Offices shall be kept closed except in the event the rental party needs to contact the Site Supervisor. During use of the Community Rental Room, all exit doors shall not be blocked in any manner or propped open.
- 30.25 Sleeping or Lodging is not permitted in or on City property without approval by the City Manager or Recreation Director.
- 30.26 Vendors including magicians, food trucks, face painters, etc. may not be paid on City property including in the Community Rental Room or parking lot.
- 30.27 Prohibited Uses of the Community Rental Room are any that conflict with City policies, rules or ordinances, state or federal laws; activities which are discriminatory in the legal sense; gambling; the primary purpose of petition signature gathering; political campaign events or fundraisers; religious service or regular worship.
- 30.28 Control of Renter's Invitees is to be done by the Renter. The Renter should ensure that all policies, rules and regulations are strictly adhered to by all persons participating in the activity.

- 30.29 Sports practices and games are not allowed in the room.
- 30.30 Vehicles, bicycles, roller skates, in-line skates, skate boards, hover boards and scooters are not allowed inside the room.
- 30.31 Fireworks including sparklers, are not permitted in the Community Rental Room or on City property.
- 30.32 Personal Possession of Firearms will be subject to Utah State Statute and Clinton City Ordinance. The City reserves the right to address any activity or behavior deemed of concern, or otherwise contained herein.
- 30.33 The City Reserves the Right to act in the best interest of the City on matters not specifically covered in these policies.

31 Political and Fundraising Activities

- 31.1 General policy will apply. Except where specifically allowed under this policy, the Community Rental Room shall not be used for political activities, events, fundraisers, caucuses or assemblies. If specified political activities, events, fundraisers, caucuses or assemblies are permitted, they must be open to the public and subject to occupancy limits of the Community Rental Room.
- 31.2 Political campaign events and fundraisers advocating a political candidate, ballot proposal, or other political cause are not permitted in the Community Rental Room.
- 31.3 Campaign finance laws are to be adhered. The Community Rental Room shall not be used in a manner that would cause the City to be in violation of City, State or Federal laws.
- 31.4 Government officials in their official capacities shall not be limited to using either a fee-based or non-fee-based room in furtherance of performing the public duties associated with their office due to this policy.
- 31.5 After-hours meetings with government officials are permitted in the Community Rental Room provided the following guidelines are met. It is recognized that, from time to time, elected or appointed officials desire opportunities to schedule after-hours meetings with citizens on their personal time that are not required as part of their public duties, e.g. office hours, socials and town hall meetings. For purposes of this policy, such meetings shall be considered to be in furtherance of the public duties associated with the officials' office, provided that they are open to all and do not include campaigning or fundraising. The Community Rental Room may be used by elected and appointed officials for such meetings with citizens subject to all applicable laws and subject to all rules, regulations and fees in the same manner as any other Renter. No such event shall occur that requires the expenditure of public funds or the provision of in-kind services by the City, e.g. refreshments, photocopies, labor costs, that could be construed as making a public expenditure or providing a contribution of volunteer public services in

violation of the Utah Campaign Finance Laws. In no case shall such an event be held in such a manner as to constitute a violation of the Utah Open and Public Meetings Act.

- 31.6 Signature gathering shall not be done in the Community Rental Room, Recreation Administrative Offices, parking lots and drives. This policy, however, is not intended to prohibit an invitee of a Renter of a room from incidentally asking other invitees attending the same event within the same room if they are willing to sign a petition at an off-site location.
- 31.7 Political parties and campaign committees shall not use the Community Rental Room for the primary purpose of conducting a political fundraising event for any candidate or discussing a ballot question. This policy, however, is not intended to prohibit invitees of a Renter from incidentally asking other invitees attending the same event in the same room to support a fundraising effort of an individual attendee or Renter of the room for some future off-site event.

32 Religious or Faith-Based Use

- 32.1 Religious services/regular worship shall not be conducted in the Community Rental Room. In recognition of the City's interest in complying with the Establishment Clause of the First Amendment of the U.S. Constitution, the Community Rental Room shall not be used for the purpose of conducting religious services or made available as a venue for the regularly scheduled worship activities of any religious organization.
- 32.2 Incidental faith-based activities such as weddings, funerals or other ceremonies and events that could be carried out in a purely secular manner, but which the Renter chooses to have conducted by a minister of any religion, shall be considered an event with an incidental faith-based component as opposed to a religious service or worship event and may take place in the Community Rental Room.

33 Indemnification, Liability and Insurance

- 33.1 To the full extent permitted by law the Renter agrees to save, defend, indemnify and hold harmless Clinton City and all its employees, officials, agents and affiliates, from and against, any and all liabilities, actions, courses of action, losses, costs, expenses, claims and damages arising out of any negligent or tortuous acts on the part of the Renter, employees or agents and from any and all fines, suits, claims, demands and actions of any kind or nature of any and all persons by virtue of or arising from the Renters authorized use or occupancy of the Community Rental Room, adjoining property, equipment or activity participation. The foregoing entities shall also be held harmless from and against all claims, damages losses and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees arising out of or resulting from personal injury, sickness, disease or death.

- 33.2 The Renter of the room as an individual and as a group is/are liable for any damage to public or private property or injury to any person resulting from the use or presence in the room. If damage is found, the group will forfeit the security deposit and pay the cost of all damages and repairs needed. If the damage is caused with intent, Clinton City may pursue criminal charges classified by the value of the damage caused. A minimum charge of a Class B Misdemeanor can result in a \$690 fine and/or ninety (90) days in jail.
- 33.3 Clinton City does not provide individual accident and health insurance for Renters of the Community Rental Room. Groups or individuals deemed to be “high risk” using the room may be required to procure and maintain a General Liability Insurance Policy, at their sole costs and expense, for any death or injuries to persons or loss or damage to property that may arise from or in connection with use of the Community Rental Room and the activities associated with it. They may need to supply a certificate of such insurance to the City and to name on such policy Clinton City Corp. as an additional insured. Minimum acceptable limits of such insurance will be \$1 million each occurrence and \$1 million aggregate. Clinton City must receive policy verification including dates of coverage and financial limits for the event at least 30 days prior to the first rental date.
- 33.4 Whether an event requires insurance shall be decided by the City Manager/Recreation Director.
- 33.5 Low-impact activities, such as meetings, or social receptions with less than 155 attendees, are not required to provide insurance.

34 Variances

- 34.1 A Renter may request a variance from one or more of the rules set forth below in the event that unusual circumstances make it impossible or infeasible to conduct the event within the precise parameters of this policy.
- 34.2 Variances must be requested in writing to the City Manager/Recreation Director who will submit it to the other party. The request must set forth the unusual circumstances that justify a deviation from the ordinary rules. The decision of the City Manager/Recreation Director is final.
- 34.3 Variances will be granted only upon finding that the circumstances presented are unusual and not likely to recur often, the granting of the variance will not set a precedent, and the variance will not be detrimental to public health, safety or welfare, or disruptive to other events occurring at the facility at the same time or to the immediately surrounding neighborhood.
- 34.4 In the event a variance is granted, the Renter will pay any supplemental fee necessary to compensate the City for additional costs associated with the variance.
- 34.5 Variances may be requested only from the following requirements:

- 34.5.1 Hours of use beyond times stated in this policy. Any use after business hours requires special approval of the City Manager/Recreation Director and is subject to the availability of supervisory personnel.
- 34.5.2 Use of the parking lot for any purpose other than parking cars in marked stalls.
- 34.5.3 Large events that involve the use of multiple rooms and/or spaces not normally scheduled for use and uses that may result in parking of event attendees in areas beyond the boundary of the Clinton City Community Rental Room parking lot, or events not covered in this Facility Use and Rental Policy.
- 34.5.4 Fees for governmental organizations may be waived, when it is determined that the use by the governmental organization will provide a substantial and measurable benefit to the Clinton City community.
- 34.5.5 Requests for waiver or discount of fees will not be accepted nor considered except for variances listed above.

35 Use of City Name or Logo

- 35.1 The use of the Clinton City/Clinton City Recreation name is strictly prohibited by any organization or person for any purpose in connection with the use of the Community Rental Room for publicity or otherwise, except to identify the location of the event. Unapproved use of the Clinton City/Clinton City Recreation name or logo may be grounds for termination of the rental agreement and may be subject to other legal actions.

36 Fundraising Events

- 36.1 No fundraising events may occur on any City property, including but not limited to the Community Rental Room.

37 Disclaimer

- 37.1 Use of the Community Rental Room does not constitute City endorsement of the viewpoints, beliefs, ideas or policies expressed by organizations or individuals using the space and may not be advertised or implied as having such approval or endorsement.

38 Cost Review

- 38.1 The City Manager/Recreation Director will review the fee structure for the use of the Community Rental Room. They will have authority to make interim price changes between City Council reviews if necessary to cover costs of the room.

39 Use of Funds

- 39.1 Proceeds from monies collected for use of the Community Rental Room will be used to offset building costs and will be deposited into the General Fund.

40 Renter Agreement

- 40.1 Renter agrees to comply with all conditions set forth in the Community Rental Room Use and Rental Policy.
- 40.2 Renter certifies that they are the person requesting the room or are an officer of the organization renting the room, that as part of the organization, they have the authority to rent the Clinton Community Rental Room and that the statements given in the rental agreement are true to the best of the Renter's knowledge and belief.
- 40.3 The Renter hereby agrees that they will be responsible for any damage caused by them to the Community Rental Room, premises, furnishings, etc., because of the use of said premises by the Renter, and agree to pay for said damages assessed by Clinton City.
- 40.4 The Renter received, read and agrees to abide by and uphold all rules and policies governing the use of the Clinton City Community Rental Room.
- 40.5 The Renter also agrees to release, acquit, discharge Clinton City and its employees, assistants, representatives, volunteers, officers, agents, servants, officials and any other Clinton City representative from any and all claims or rights from action for any personal injuries, property damage, liability, illness, death, bodily injury, property damage, petitions and causes of action which may occur to the Renter, their heirs, guests, representatives, executors, administrators or any other persons acting on the Renters behalf or on behalf of the Renters estate as a result from the use of the above premises. The Renter further agrees to protect, save and keep Clinton City, its agents and employees forever free and harmless and indemnified against and from any and all loss, cost or expense arising out of or from any accident or other occurrence causing injury to any person or property whomsoever or whatsoever as a result of the use of the Clinton Community Rental Room and premises.
- 40.6 This indemnification and hold harmless agreement shall specifically include any claims arising from the negligence of the City, its agents, officials and employees.
- 40.7 The City requires a written agreement be signed by the Renter and by signing the rental agreement, the Renter is stating that they understand the rules and regulations pertaining to the Clinton City Community Rental Room and its proper use. Furthermore, they fully agree to abide by and uphold these rules throughout the rental and leave the room in the same condition in which they found it. Failure to abide by these rules may result in forfeiture of security deposit and denial of future use of Clinton City facilities, including the Community Rental Room and park bowery's.

41 Photo Use Release

41.1 I hereby grant and authorize Clinton City the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video taken of myself, my child or children, and/or any individuals that I invite to the program/event to be used in and/or for legally promotional materials including, but not limited to: newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits, submissions to journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats and markets now known or hereafter devised. This authorization shall continue indefinitely, unless Clinton City otherwise revokes said authorization in writing. I understand that these materials shall become property of Clinton City and will not be returned.

Exhibit A – Community Rental Room Fee Schedule

Group	Rate Per Hour (To offset room maintenance)	Security Deposit Required
Group A – City and Departments	\$ 0	N/A
Group B – PARCS and Affiliates	\$ 0	N/A
Group C – Government Agencies & Local School Districts	\$ 0	N/A
Group D – Private Parties/Events & Employees/City Council/Mayor	Resident - \$40 Non-Residents - \$55 Employee - \$20	\$250

* All fees are subject to change.