

RESOLUTION NO. 2017-06

**A RESOLUTION OF THE CITY OF BENTON CITY,
WASHINGTON, AMENDING THE COMMUNITY CENTER
RENTAL POLICY OF THE CITY OF BENTON CITY**

WHEREAS, the Benton City Community Center is owned by all residents of the City and has been constructed by the City of Benton City reserve funds, volunteer labors and donations from business and corporations; and

WHEREAS, the City of Benton City makes the Community Center available for use by individuals and community groups;

WHEREAS, the City of Benton City find it necessary to amend the current policy to change the authority for issuing facility refunds from the City staff to the Mayor; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Benton City Community Center Facility Use Rules and Procedures shall be amended, which amendments are incorporated within the policy as attached hereto and incorporated herein by reference as Exhibit A, and the same be and hereby is adopted by the City Council of the City of Benton City, Washington,

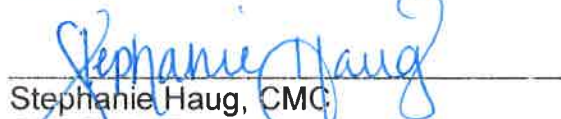
ADOPTED this 2 day of May, 2017, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 2 day of May, 2017.

Resolution 2017-06 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 2 day of May, 2017.



Linda Lehman
Mayor

Attest:



Stephanie Haug, CMC
City Clerk/Treasurer

Approved as to Form:



Leland B. Kerr
City Attorney



CITY OF BENTON CITY

PO Box 70
Benton City, WA 99320
(509) 588-3322 * pkauer@ci.benton-city.wa.us

FACILITY RENTAL INFORMATION

Reserving a facility is easy! Just follow these simple procedures:

1. Decide on the best date to hold your event and call Benton City Hall for availability.
2. Complete the Facilities Rental Agreement Form, submit form with proper rental fee and deposit amount at City Hall and collect the building key from City Hall prior to your event.

Facilities can be reserved 6 months prior to the reservation date. All applicants must be 18 years or older. The person signing the reservation form is considered the responsible party and contact person for the facility reservation and must be present during the entire rental. The responsible party is the ONLY person who can request modifications to the reservation(s), no later than 7 days prior to the rental. First priority for usage is given to the City of Benton City sponsored or co-sponsored activities; thereafter, facility rentals are reserved on a "first come first served basis." All users will be required to sign a Facility Rental Agreement that will last no longer than one (1) year. All fees are due at the time of application. Payment methods include cash, check, credit or debit card.

RENTAL TIMES

When completing your Facilities Rental Agreement Form, include ALL TIME NEEDED to prepare for and clean up after your event. Rental Hours for the Community Center are 7 days a week, 7 a.m. to 12 a.m. The City staff will make every effort to make sure that conflicting events do not occur. The rental period includes set-up time and clean up time.

RENTAL RATES

	<u>Group A</u>	<u>Group B</u>
Community Center (with kitchen) -	No Cost	\$150 (up to 6 hours) \$20 per additional hour

Group A Classification: Non-profit, charitable or municipal groups for events which are community-based and involve activities which enhance the community. Recognized groups that are engaged in promoting civic activities; Boy Scouts, Girl Scouts, Campfire Boys and Girls, PTA, Boys' and Girls' Clubs, Senior Citizen groups, Kiona-Benton School District, Chamber of Commerce/Resource board and similar groups.

Group B Classification:

- Groups or organizations, whose membership is open to the general public, but operate for the primary benefit of their membership and/or participation is limited to a select group of members.
- Groups, organizations or service clubs that charge fees, collect donations, membership fees or charge admission.
- Events not open to the public (wedding receptions, anniversaries, birthday parties, etc.)
- Commercial groups promoting a product or service
- Political fund raising organizations
- Convention and trade show activities

DEPOSIT -

All Renters must pay a \$100.00 cleaning/damage deposit. The deposit is refundable within 30 days of your rental date, providing the conditions of the agreement are met, including:

- The facility (including outside) are left in a clean and orderly manner per the Facilities Checklist.
- The use of the facility does not exceed the scheduled time.
- All equipment is accounted for and present in its correct location and is undamaged.
- The building key is returned on time with the signed Facilities Checklist.
- Requirements for rental of City of Benton City facilities are met as outlined in the Facilities Rental Agreement
- Deposits may be kept on file at the request of the Renter for repeat rentals.

****If the cost of cleaning and/or repair of the facility exceed the amount of the deposit, the responsible party will be billed for those additional costs. Janitorial service will be billed according to the City Services Maintenance Worker rate as per the current Benton City Fee Schedule, and repairs will be billed for the full replacement cost incurred.**

DAY OF YOUR RENTAL -

Be sure to pick up the building key the Friday before your rental time if it is on a weekend. City Hall is open M-F, 7:30am-4pm, except holidays. If for some reason, you do not have the key on your rental day and City Hall is not open, please contact dispatch at 628-0333 to make contact with City Staff to open the building for you.

CONCLUSION OF YOUR RENTAL -

Clean up by Renter - At the conclusion of your rental, **you are required to leave the building in the order in which it was found, as stated on the Facilities Checklist.** Clean up must occur within the specified rental time. It is recommended that cleanup begin at least 1 hour prior to the scheduled end time of the activity. Renters must return the key AND a signed Facilities Checklist to the key drop box at the Community Center immediately following the rental in order to be considered for a refund. Failure to return either the key or the Facilities Checklist will result in forfeiture of the deposit.

CANCELLATION POLICY -

A full refund of the rental fee and deposit may be made if written notice of cancellation is received in the City Clerk's office a minimum of 14 days prior to the date of the rental(s). Failure to notify the City in writing will result in denial of refund. The City of Benton City reserves the right to cancel a reservation if the space is required for its own use. Every effort will be made to give adequate advance notice. In the event of an unavoidable cancellation, one of the following conditions must be met in order to get a refund.

- Weather – we abide by the Kiona-Benton School District's policy. If the school closes and you cancel, we provide a refund.
- Community Center – if the City of Benton City has to close the Center for any reason, you will receive a refund
- Personal Illness or Loss – The City Clerk-Treasurer of Benton City will evaluate the circumstances for cancellation of the event, **inform the Mayor and the Mayor, or his/her designee**, may choose to refund the deposit. The Clerk may require proof to be furnished as a part of his/her evaluation of the circumstance. A ten percent (10%) administrative fee will be assessed.

ROOM CAPACITY -

The maximum number of persons per room allowable in accordance with the Fire Safety Codes is as follows:

Multi-Purpose Room – 120 Kitchen – 4 MAXIMUM FACILITY CAPACITY = 124

Overcrowding and admittance of persons beyond the approved capacity of the building is prohibited. All exits are to remain open at all times, furniture or displays are not to block doorways or hallways. Aisles leading to the required exits shall remain free from any obstructions.

DRUGS/SMOKING-

No drugs are allowed in the facility or in the City Park. Smoking is not allowed within 25 ft. of the facility.

ALCOHOL REGULATIONS -

- All alcohol must be served by a licensed bartender or caterer ONLY. No unattended, open bars are permitted. No self-service of any type is allowed. Personal use of privately provided alcohol is not allowed, including flasks. Consumption of alcohol by minors is prohibited by State Law and this law will be strictly enforced; the event will be closed down if consumption of alcohol by minors is allowed. All alcohol must be consumed within the facility and its grounds. The applicant shall assume all legal responsibility arising from their guest's consumption of alcohol and purchasing the Banquet Permit or Special Occasion License. Alcohol service must end one hour before the end of the event.

ALCOHOL PERMITS REQUIRED-

- Proper liquor liability coverage – WCIA Insurance coverage or Commercial Liability Insurance naming the City of Benton City as additional insured and specifically include the wording "Liquor Liability Included." In the amount of \$1,000,000/\$2,000,000 aggregate
- Banquet Permit or Special Occasion License –A copy of the appropriate permit and proof of insurance coverage must be in City Hall 2 weeks prior to your event.

MUSIC -

All music must be played at a volume so as not to create a public nuisance and must be played in accordance with the Benton City Municipal Code, Chapter 9.48, which in summary states that no noise nuisance is allowed between the hours of ten p.m. (10:00 PM) and six a.m. If a complaint is filed with the Benton County Sheriff's Office regarding music emanating from the Community Center after 10pm, you will be required to turn the music off entirely.

FURNISHINGS-

The Community Center has a limited number of 8' x 2.5' folding tables (8), 6' round tables (20) and folding chairs (94) available for your use. These are not to be removed from the Community Center for any reason. When setting up or taking down the tables and chairs, do not drag them across the floor. Tables and chairs are to be returned to their original place for storage as they were found. Remember to bring any kitchen utensils, paper towels, hot pads or other cooking tools you may need, as the City does not provide these.

DECORATIONS -

Only the use of masking tape (painters tape) to attach decorations in the Community Center is allowed. The user must remove all decorations prior to the end of their rental time, or they will be discarded. Tape must also be removed. Exit doors, exit lights, fire sprinkler heads, and fire extinguishers shall not be concealed or obstructed by any decorative material. If it is found that you have used tacks or damaged the walls by using other adhesive methods, your deposit will be forfeited.

LAWS, RULES REGULATIONS-

The renter and guests will comply with all Federal, State and Local laws governing the use of City facilities. Those failing to comply with the rules and regulations will be required to leave the facility; the rental deposit will be forfeited and could result in the denial of any further applications for the future use of the facility.



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FACILITIES RENTAL AGREEMENT

Organization (if applicable): _____

Reserved By (Responsible Party): _____ Email: _____

Mailing Address: _____ City: _____ Zip: _____

Phone#: _____

Type of Activity: _____ Estimated Attendance: _____

Rental Date: _____ * Start Time: _____ am/pm **Completion Time: _____ am/pm

Is this event open to the public?	Yes _____ No _____
Will you be charging an admission fee to attend the event?	Yes _____ No _____
Will you be serving alcohol?	Yes _____ No _____
Will you be having a cash bar? *non-profits only	Yes _____ No _____
Is dancing planned?	Yes _____ No _____
Will you have a band or DJ?	Yes _____ No _____
Will you be hiring security for your event?	Yes _____ No _____

Name of Caterer: _____ Phone #: _____

Name of Bartending Service or Bartender: _____ Phone #: _____

NOTE: * Start time includes decoration/ set-up time. You cannot enter the building before your start time.
 ** Completion time includes a clean-up time. Facilities must be cleaned and vacated by the completion time.

RENTAL RATES:	GROUP A	GROUP B
Community Center (with Kitchen)	N/C	\$150.00 (up to 6 hours) \$20 per additional hour

Rental Fee: Reservation is on a first come, first serve basis; and confirmed only when application and deposit/rental fees have been paid at City Hall. All fees and deposits must be paid in full at the time of rental.

Cleaning /Damage Deposit: A \$100.00 deposit is required to use the facility.

Deposit Refund: All rules regarding damage and clean up must be followed. Renters must return the *Facilities Checklist* (attached), as well as the building key immediately following the rental in the Community Center drop box in order to be considered for a refund. If the conditions of this agreement and/or the rental policies are not followed to the satisfaction of **City staff Mayor, or his/her designee**, the deposit will not be refunded. Refunds, issued to the renter, will be mailed within 30 days of the rental date.

The undersigned hereby agrees to the Facilities Use Agreement for the City of Benton City and certifies that the information given herein is correct. The undersigned further states that he/she has the authority to enter into this agreement for the applicant, or organization; agrees that the applicant or organization will observe all applicable rules and regulations listed within this agreement while using the City of Benton City's Facility and will exercise due care in the use of the aforementioned premises and property. The undersigned accepts full responsibility and legal liability for the above described event, and to abide by all conditions stipulated upon acceptance of permit. Additionally, applicant agrees to indemnify, defend and hold the City of Benton City, its officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of, or in connection with, the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Benton City. Renter will be responsible for any damage incurred during the use of this facility for their event and may be invoiced by the City for all damage their provided Damage Deposit amount does not cover.

Signature of Responsible Party: _____ **Date:** _____

* The responsible party that signs the application is the only person who can request a modification to the reservation, no later than 7 days prior to the event.

FOR OFFICIAL USE ONLY



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FACILITIES CHECKLIST

Procedure for Renter:

It is the Renter's responsibility to complete and sign the checklists (below) and return this form to the drop box at the Community Center immediately following the rental along with the building key. Failure to return this form may result in forfeiture of the rental deposit.

Renter: _____ Rental Date: _____

Scheduled Start Time: _____ am/pm Scheduled Completion Time: _____ am/pm

FACILITY CHECKLIST:

General -	PRE-RENTAL	POST- RENTAL
All garbage disposed of into outdoor trash can?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
All decorations/ personal property removed?..... <i>(All tape must be removed)</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
All tables/chairs wiped down/ returned to closet?.....	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Cigarette butt container returned to designated area?.....	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
All cleaning supplies returned to cleaning closet and closet left tidy?.....	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Floors Swept?.....	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Spills cleaned up?.....	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
All lights turned off?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Bathrooms-		
Trash and toilet paper picked up?.....	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
All toilets flushed?.....	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Kitchen-		
Coffee pots cleaned?.....	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Floor swept and mopped?.....	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Sinks and counters clean?.....	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Refrigerator Clean- Inside & Out.....	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Appliances clean and turned off?..... <i>(Do not unplug or turn off coffee maker)</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Grease trap emptied?..... <i>(If flat griddle was used)</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

ALL DOORS MUST BE PULLED SHUT AND LOCKED. PLEASE BE SURE TO CHECK ALL DOORS.
SOME DO NOT LATCH WHEN THEY SHUT!

* If any items are marked 'NO', please explain below, and continue on the back of this page if additional space is needed.

Renter's Signature: _____ Date: _____

Facility Manager's Signature: _____ Date: _____