

Springville City
Facility Use Policy

Administration

Policy Effective: 8/7/2013

Amended: 2/7/2014

I. **PURPOSE**

The primary use of Springville City facilities shall be for the City's programs and residents' use. All other uses shall be deemed secondary. Springville City buildings and grounds are civic facilities and may be used by Springville City residents for appropriate activities, subject to the requirements and restrictions set forth herein.

Each facility or field has a responsible Director. Each facility director or his/her designee (herein referred to as "Director") is responsible for the implementation and administration of this Policy, including the determination and assignment of the appropriate classification under the Class Definitions of each person or entity that wants to use a City facility, the collection of funds pursuant to the Fee Schedule and this Policy, and assuring compliance with the Rules and Regulations.

Individuals or groups using City facilities and grounds are subject to facility use Rules and Regulations contained herein and in the Facility Use Agreement.

II. **DEFINITIONS**

Applicant: The entity or individual that submits an applicant for the use of, or anyone that actually uses, one of Springville City's facilities or grounds.

Class Definitions: Describes the types of users (classes) who may use Springville City facilities.

Fee Schedule: Lists rental and use information, including additional costs associated with the type and intensity of the Applicant's desired use of the facility.

Rules and Regulations: Contains detailed conditions, rules, and regulations governing the use of Springville City facilities. Additional rules and regulations may exist for specific fields and facilities regarding conditions of use.

Business Hours: Business hours are Monday to Friday from 9 am to 5 pm. City holidays are excluded from Business Hours and will be billed as evening/weekend use.

III. **CLASS DEFINITIONS**

1. **Class I - Springville City Use:**

Springville City groups shall be subject to the City's internal policies, procedures, rules, and regulations. Groups include, but are not limited to:

- Activities and programs sponsored and administered by the Springville City departments.
- Springville City departments conducting staff development, in-service training, or other job-related training classes for City personnel and at the request of the department director.
- Activities and programs conducted by Springville City under the direction of a Director, City Administrator, Mayor or City Council.

Note: All City activities must have the express approval of the Director and the City Administrator. Money transacting activities are overseen by the City and all money must go through the City's finance department in accordance with applicable City accounting and finance policies and procedures.

(Fees, if any - Per City Regulations)

2. **Class II - Non-Commercial Use:**

This classification applies to those individuals, organizations or groups that fall under one of the following definitions:

- Those organizations or groups that are organized for the welfare of City residents, for charitable purposes, or purposes that are for the betterment of the community. These organizations operate primarily on unpaid volunteer help (i.e., charitable, civic, government or religious organizations).
- Private functions and events, such as family reunions, weddings, dinners, holiday celebrations, and other such activities.
- Educational institutions, government entities, political groups, and others whose purpose is to provide information and instruction to the general public.

(Fees - Per Fee Schedule. Fees for Class II use will be discounted to cover the City's actual costs, which include personnel costs associated with supervision and security necessary for the activity, facility upkeep costs and utility costs).

3. **Class III - Commercial/Market Use:**

This classification shall apply to any commercial profit organization or any other group that either: (a) conforms with the following definition; or (b) does not fall within the Class II user definition. The primary determinant for this classification is the corporate structure of the user. This classification applies primarily to organizations or groups whose motives, objectives and/or operational structure are:

- to make a profit, even if some of this profit is remitted for non-profit objectives;
- operate primarily on paid personnel; and/or
- charge admission and/or participation fees, the proceeds of which will fund operating costs or paid personnel wages.

(Fees - Per Fee Schedule. The purpose and objective of charging fees to groups in Class III is to collect an approximate fair market rental value for the use of City facilities. Such fees should adequately cover the City's actual costs, which include personnel costs associated with supervision and security necessary for the activity and utility costs, and include an additional amount to be used by the City for the improvement of City facilities).

IV. PRIORITY OF USER GROUPS

Emergency or unforeseen circumstances that require the use of City facilities by Springville City will take precedence over any prior scheduled use. Request for facility usage will not interfere with any City activity, event, function, or purpose and may be denied if the request is determined to be inadvisable.

Class I - Reservations accepted up to one calendar year in advance of the rental date, except in those cases where the desired facility has a set annual activity or program scheduled.

Class II & III - Reservations accepted three months in advance of the rental.. Individual buildings and areas may allow rentals to be scheduled longer in advance per their building policy.

SPRINGVILLE CITY FACILITY FEE SCHEDULE			
City Facility	Class III Market Cost	Class II Discounted Cost	Additional Cleaning Fee for Food Use
Arts Shop, Civic Center Multi-use and Library Multi-use, Council Chambers, Various Museum Galleries or Fire Station Training Room during business hours	\$70 for initial hour \$30 each additional hour (1.5 hour minimum rental)	\$50 for initial hour \$20 each additional hour (1.5 hour minimum rental)	\$20
Arts Shop, Civic Center Multi-use, Council Chambers, Senior Center and Library Multi-use, Various Museum Galleries or Fire Training Room AFTER business hours	\$125 for initial hour \$70 each additional hour (1.5 hour minimum rental)	\$90 for initial hour \$50 each additional hour (1.5 hour minimum rental)	\$20
Park Pavilion (Non-Canyon)	\$75 per event (4 hr block)	Free - not reserved \$50 reserved (4 hr)	
Soccer Field*	\$18 per hour	\$12.00 per hour	
Baseball Field*	\$25 per hour	\$18.00 per hour	
Softball Field *	\$25 per hour	\$18.00 per hour	
Softball Field (with Lights)	\$45 per hour	\$30.00 per hour	
Park Open Space* (not defined field)	\$15 per hour	\$10.00 per hour	
Arts Park Stage (ticketed event)	\$500 per event plus 10% of ticket revenue (8 hrs)	\$200.00 per event (8 hour block)	
Arts Park Stage (non-ticketed event)	\$200 per event (4 hrs)	\$100.00 per event (4 hour block)	
Library Board Room or Civic Center Executive Conference Room during Business Hours	\$45.00 for initial hour \$20 each additional hour	\$30.00 for initial hour \$12.00 each additional hour	\$5.00
Library Board Room or Civic Center Executive Conference Room AFTER Business Hours	\$90.00 for initial hour \$70 each additional hour	\$65.00 for initial hour \$50 for each additional hour	\$5.00

Library Upstairs during Business Hours	\$370.00 for a 3 hour block \$55.00 for each additional hour	\$265.00 for a 3 hour block \$40.00 for each additional hour	\$45.00
Library Upstairs AFTER Business Hours	\$560.00 for a 3 hour block \$115.00 for each additional hour	\$400.00 for a 3 hour block \$80.00 for each additional hour	\$45.00
Museum Main Level AFTER Business Hours Rental	ALL USERS \$1050.00 for up to a 6.5 hour block \$130 for each additional hour	Springville Residents \$840 for up to a 6.5 hour block \$100 for each additional hour	\$85.00
Sculpture Garden AFTER Business Hours	ALL USERS \$950.00 for up to a 6.5 hour block \$125 for each additional hour	Springville Residents \$760 for up to a 6.5 hour block \$100 for each additional hour	\$45.00

***Field Space can be reserved for the day for the equivalent of 4 one-hour rentals.**

V. CONTRACTED USES

Some organizations, particularly those that have historically used City Facilities, may have contracts in place for the utilization of facilities that are separate and distinct from the policies set forth herein.

VI. RULES AND REGULATIONS

Director Responsibilities

The Director is responsible for the implementation and administration of this City Facility Use Policy. The Director, or his designee, is responsible for the scheduling and oversight of all activities that utilize the City buildings, facilities and grounds. While discharging this responsibility, the Director shall do the following:

- Arrange City personnel to provide supervision, security and protection of all City property.
- Assign the activity to the proper classification under the Class Definitions and assign new classifications when additional space becomes available.
- Collect the appropriate rental and use fees pursuant to the Fee Schedule, Additional Fees and this policy.
- Assure compliance with the Rules and Regulations.
- Assure that signed documents and proper insurance is in place prior to rental.
- Assure compatibility of the proposed activity and the City facility being requested.
- Submit a time card, hours for personnel costs.
- The Buildings and Grounds Director shall use surplus rental funds for the improvement and maintenance of City facilities in accordance with the City Council approved annual budget.

City Co-Sponsored Activities

Generally, the City does not co-sponsor special events or other activities. Receipt of a grant from Springville City or any other government agency does not result in City co-sponsorship.

Waiver of Fees

The City shall not waive any fees for an Applicant's use of a City facility. However, an applicant may propose alternative consideration in lieu of any required fee that benefits Springville City in an amount equal to the required fee as determined by the City. Any alternative consideration given in lieu of paying actual facility use fees must be approved by a facility use committee that shall be composed of the Director and the Buildings and Grounds Director. All alternative consideration must be documented in the Facility Use Agreement and will cover soft costs only. Soft costs include City labor costs, utilities, repair and replacement costs, etc. Soft costs do not include costs actually incurred to Springville City.

Facility Use Agreement

A Facility Use Agreement, prepared by and containing such terms and conditions as deemed reasonable and appropriate by the City, shall be signed between the sponsoring group or individual and the Director. No Facility Use Agreement shall have a term that exceeds one year. A Facilities Use Agreement is required for all uses under Class II and Class III in accordance with the following:

- Fees will be charged in accordance with the Fee Schedule and this policy.
- Additional fees will be charged for use of special equipment, additional services, and personnel. These fees will be determined by the Director and incorporated into the Facilities Use Agreement.
- If a food area, snack bar or any other similar facility is used for food service or preparation, the Applicant must ensure that the person possesses any necessary licenses or permissions from the applicable government agencies. .
- Applications for special events must be submitted at least two (2) months in advance of the activity, and all other applications for facility use must be submitted at least two (2) weeks in advance of the desired use. The Facilities Use Agreement, Certificate of Insurance, and full payment of rental and use fees must be received before the event is placed on the calendar.
- The facility shall be left clean and in the same condition as the Applicant or individual found them.
- Individual facilities may have specific rules and regulations for their facility. These rules will be incorporated as part of the Facility Use Agreement.

Deposits

Depending upon the type of activity, the facility to be used, the number people involved, and other relevant factors, the Director has the discretion and right to require a security/cleaning deposit to cover any unexpected costs in the event of property damage, property loss and/or clean-up. The amount of the security/ cleaning deposit shall be determined by the Director. Deposit amounts shall be consistently charged based upon uses. Following the event, the Director shall then assess if there is any property damage, property loss, and clean-up associated with the activity. If there is no property damage, property loss, or clean up, the deposit shall be returned. If there is any damage to the premises, property damage, property loss, and/or clean-up, the Director shall ascertain the costs of such and may utilize the deposit to cover such costs. A written itemized accounting of the property damage,

property loss, and/or clean-up costs shall be provided by the Director to the Applicant along with a check for the excess amount or a bill for payment for the deficient amount. The foregoing matters concerning a security/cleaning deposit shall be accomplished by the Director in a timely manner.

Insurance

All entities or individuals using City facilities must comply with these insurance requirements.

- For all special events and/or hazardous activities and as deemed necessary by the Director, City Administration and/or the City's insurer, the City requires a Certificate of Insurance providing \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for general liability/property damage insurance coverage, which includes personal injury, property damage, and property loss, with "Springville City and its Elected Officers, Appointed Officers, Employees and Volunteers" named as an additional insured. (Form CG 10 20 may be required to accompany the Certificate of Insurance).
- Based upon the type of activity and number of people for which the Applicant wants to use a City facility, the Director shall have the right to require a greater amount of insurance coverage than the insurance limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for general liability/property insurance.
- The Applicant will procure and maintain full insurance coverage during the entire activity.
- Responsibility for paying for and obtaining such insurance coverage rests solely with the Applicant.

Additional Expenses

The costs set forth herein are to rent the facility only. Additional charges may apply for other services such as providing police coverage, preparing fields, and audio-visual services. A basic set-up fee is included in the rental amounts. For set-up outside of standard, offered arrangements, the Director MAY agree to alternative arrangements with additional costs.

Service	Fee
Police Coverage	\$66.75 / hour / officer
Field Set-up	\$39.00 / employee / hour
Assistance with City-owned a/v systems	\$69.50 / hour

Food Fee

When food will be served at any indoor event, an additional cleaning fee will be charged at the rate of \$11.35 per 1,000 square feet of the facility rounded to the nearest \$5.00.

General Provisions

- All activities must be compatible with the City facility being used. Activities that are not compatible with the type of use typically associated with the City facility are not permitted.

- It shall be the responsibility of the Applicant to assure that only authorized portions of the City facilities are used and the premises are vacated as scheduled. All functions shall promptly close by 10:00 p.m., unless special permission is secured in advance from the Director and is included in the facility rental agreement.
- The City assumes no liability for personal injury or property loss or damage. Applicants are solely responsible for any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising out of or in any way associated with the activity. In addition, the Applicant shall defend, hold harmless, and fully indemnify the City of any and all such claims, damages, liabilities, costs, and expenses.
- Applicants must follow all necessary requirements and procedures for holding a special event in a Springville City facility.
- Audio/visual rules vary by department and facility. These rules will be attached to any facility use agreement where access to audio/visual systems is granted.
- Applicants shall provide sufficient, competent adult supervision (at least 21 years of age) at all times for the duration of the activity.
- Applicants shall not discriminate against individuals because of race, color, gender, age, religion, nation origin, disability or any other legally protected classification.
- The Applicant shall pay for all damages to the building, equipment, or grounds which occurred during the activity and all associated repair costs.
- The Applicant will insure that the City facilities remain a drug-free, smoke-free, and alcohol-free place.
- Profane language, quarreling, fighting, and gambling are prohibited activities on City property.
- It is the responsibility of the Applicant to ensure that the sale of food and/or drink has been approved.
- No animals except those, which are trained to assist the disabled, will be allowed inside City facilities, unless the facility is designated for animal use or the Director approves animals on the facility for a special event.
- All activities shall comply with any and all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the Americans with Disabilities Act (ADA).
- The City will not participate in advertising of any commercial activities or programs.
- Drapes, hangings, curtains, drops and all decorative materials used within or upon City buildings shall be made of non-flammable material, and all materials used must be approved by the State Fire Marshall. No open fires, flames, or lighted candles shall be permitted.
- All drawers, cupboards, closets, and other such areas in the City facility are off-limits and shall not be opened.
- Applicants shall ensure that no alteration is made to premises of a City facility.
- Only those City facilities listed in the Fee Schedule are available for rent.
- Applicants shall follow all local, state and federal laws in using City facilities.

Note: Any violation of these Rules and Regulations shall be sufficient for denying further use of City property and facilities to any individual or organization.



Springville City Rental Agreement

Renter Information

Name of Renter: _____

Type of Group/Organization: _____

Address of Renter: _____

Home Phone: _____ Alternate Phone: _____

Email: _____

Event Information

Event Date: _____ Description of Event: _____

Rented Facility: _____

Rental Time: _____ am/pm to _____ am/pm *Includes set up and take down*

Fees

Rental Fee: _____ Security Deposit: _____ Additional Fees: _____ (includes fees for _____) Date Paid: _____

The Renter hereby agrees to be bound by and comply with all of the (1) General Terms and Conditions for Renting a Springville City Facility and (2) the Facility Use Policy Guidelines, which are attached and incorporated herein. The Renter agrees to be present and responsible during the event and to accept responsibility for damages caused to the Rented Facility, equipment, furnishings, and surrounding area during the rental period.

The Renter agrees that violation of any of the terms of this Agreement may be cause for the rental of the Rented Facilities to be revoked, without notice, and may result in the Renter's immediate removal from the premises and forfeiture of the deposit.

Signature of Renter: _____ Date: _____

Printed Name: _____ Title: _____

Employee: _____ Position: _____ Date: _____

For Office Use Only:

Insurance: Check if required. Amounts _____ per occurrence _____ per aggregate.

Date Certificate of Insurance was received _____.

Check if the City is named as an Additional Insured.

**GENERAL TERMS AND CONDITIONS
for Renting a Springville City Facility**

1. COMPLIANCE: Renter assumes the sole responsibility and expense to utilize the Rented Facility in full compliance with all applicable federal, state and local statutes, ordinances, and rules and regulations including, but not limited to, licenses, taxes and Fire Marshal regulations. Non-compliance to any rules or regulations or default in the payment of rental fees as required constitutes a material breach and may result in the termination of this Agreement and the forfeiture of the rental.

2. DAMAGES / BUILDING RESTORATION: Renter shall not cause or permit anything to be done to the Rented Facility that shall in any manner deface or alter the facilities. Renter assumes sole and complete responsibility for any damage to the Rented Facility, including, but not limited to, all equipment, artwork, fixtures, furniture, and all other property within the Rented Facilities, that is done by Renter, Renter's agents, employees, vendors, guests, invitees, or anyone else in the Rented Facility associated with the Renter. Renter shall pay to Springville City upon demand such sum as shall be necessary to restore the Rented Facility to its original pre-event condition.

3. RENTAL FEES: Rental fees will be charged in accordance with the Springville City Facility Use Policy.

4. DEPOSIT: The City may charge a deposit based upon the type of activity, the facility rented, the number of people expected to attend the event, and other relevant factors. The deposit will be to cover any unexpected costs related to property damage, loss and/or clean-up. Following the event, the City shall assess if there is any property damage, loss or needed clean-up related to the Renter's use of the Rented Facility. If there is not property damage, property loss, or clean up, the deposit will be returned to the Renter. If there is any damage to the Rented Facility or needed clean-up, the City shall ascertain the costs of the damage or to clean-up the Rented Facility and use the deposit to cover such costs. A written itemized accounting of the costs to repair damage or clean-up to the Rented Facility shall be provided to the Renter along with a check for the excess amount or a bill for payment of the deficient amount.

5. SMOKING/ALCOHOL: Smoking and the consumption of alcohol is prohibited on the premises of and in the Rented Facility.

6. PROHIBITED USES: Drapes, hangings, curtains, drops, and all decorative materials used within or upon the Rented Facility shall be made of non-flammable material. No open fires, flames, or lighted candles shall be permitted. Renter shall not bring in any hazardous or harmful materials into the Rented Facility. Renter's use of the Rented Facilities shall be limited to public areas. Renter is prohibited from accessing all offices, storage rooms, and other non-public areas.

7. TERMINATION: Renter agrees that violation of any of the terms of this Agreement may be cause for the rental of the Rented Facilities to be revoked, without notice, and may result in immediate removal from the premises and forfeiture of the deposit.

8. NO WARRANTY: Springville City makes no guarantee or warranty, express or implied, as to the condition of the Rented Facility or the ability to use the Rented Facility for any certain purpose.

9. CANCELLATION: If this Agreement is canceled by the Renter for any reason, the rent paid to Springville City shall be forfeited or returned as follows:

1. If Renter cancels with written notice prior to a week before the event date, Springville City will return 100% of the Rental Fees.
2. If Renter cancels two to seven days before the event date, Springville City will return 50% of the Rental Fees.
3. If Renter cancels within two days of the event date, Springville City shall retain the Rental Fees.

Any forfeited funds constitute liquidated damages for the direct and indirect costs incurred by Springville City. Renter agrees Springville City's retention of the Rental Fees pursuant to the above schedule represents a reasonable estimation of the City's actual loss and that this provision does not constitute a penalty. If the Rental Agreement is cancelled by Springville City, all funds shall be returned to the Renter. Renter agrees that the return of all Rental Fees shall act as sufficient compensation for any damages the Renter may experience due to the City's cancellation.

10. FORCE MAJEURE: If any casualty or unforeseen occurrence renders the fulfillment of this Agreement by Springville City impossible or impracticable, including, without limitation thereto, the requisitioning of the facility by the US Government or any instrumentality thereof, labor dispute, acts of God, riots, power failures, fire damage and any other conditions beyond control of the parties, then this Agreement shall be terminated. Renter hereby waives any claim for damages or compensation from Springville City on account of such termination.

11. INSURANCE: For all special events and events deemed hazardous by the City, including events with large numbers of people, Renter shall be required to obtain an insurance policy for the event that provides liability and property damage insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 per aggregate or such other amounts as approved by the City. The insurance policy must name "Springville City and its elected officials, appointed officials, employees and volunteers" as an additional insured. Based upon the type of activity and number of people, the City may require greater limits of insurance than what is previously listed.

12. INDEMNIFICATION: Renter agrees to indemnify and hold harmless Springville City, including its elected officials, appointed officials, employees, agents, and volunteers (collectively referred to herein as "City") from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Renter, including its principles, agents, officers, employees, invitees or contractors which occur in or around the Rented Facility.

13. USE AT OWN RISK: Renter agrees to use and occupy the Rented Facility at Renter's own risk, and hereby releases the City and the City's elected officials, appointed officials, employees, agents, and volunteers from all claims for any damage, loss or injury to persons, property or profits occurring in or about the Rented Facility, including, but not limited to damages, loss or injury to persons, property or profits resulting from the acts of Renter, a third party, theft, vandalism, fire and other casualty events or damage.

14. VENUE: Any action brought to enforce this Agreement shall be filed in Utah County, Utah.

15. ATTORNEY FEES: If any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to attorney fees from the losing party in an amount as may be adjudged reasonable by the court, including any appeal.

16. GOVERNING LAW AND ENFORCEABILITY: This Agreement shall be governed by and construed in accordance with Utah State Law. If any term or provision of this Agreement is determined to be void or unenforceable, the remainder of this Agreement shall remain enforceable and in effect, as if that void or unenforceable provision was not included.

17. ASSIGNMENT: Renter may not assign any of its rights under this Agreement without the written consent of Springville City.