

Bath Charter Township Facility Rental Policy

Bath Charter Township has established this policy for the purpose of conveying the rules, regulations and procedures regarding the use of Township facilities. This policy covers the use of the Bath Community Center, Bath Senior Center, Library Center, James Couzens Park Gazebo, Soccer Park Pavilion, and Wiswasser Park Pavilion.

- Bath Charter Township facilities shall be rented on a first-come, first-serve basis. A reservation may be confirmed, but shall not be considered final until the applicable Rental Agreements are completed, deposits/fees are paid, and insurance is filed, if required.
- The Township will have priority use of said facilities for any official meetings or business. A rental contract approval may be withdrawn if the facility is needed for official use with reasonable notice provided.
- Gambling, of all types, is prohibited in all facilities.
- Smoking and the use or possession of weapons, firearms, drugs or controlled substances is strictly prohibited in all facilities.
- The serving or consumption of alcoholic beverages in all Township facilities is prohibited. **EXCEPTION - BATH COMMUNITY CENTER** (see "Insurance" section)
- Any fundraising activities must be specified on the rental contract.
- The operation and parking of motor vehicles is permitted only in designated parking areas.
- The use of adhesive tape, staples, nails, etc. on pavilion or gazebo support posts is prohibited.
- The rental contract must be completed by a person of at least 18 years of age who represents the organization/group requesting the use of the facility. The person completing the contract is responsible for the conduct of the group, for all fees and charges, and to ensure that the facility is left in the appropriate condition. They will be liable for any damages.
- Reservations made for organizations and/or groups of minors must be made by a responsible adult. There must be sufficient adult supervision at all times during the rental period to assure proper conduct of the group.

- The rental fee must be paid in full and Rental Agreement completed in order to finalize a rental reservation for James Couzens Park Gazebo, Soccer Park Pavilion, or Wiswasser Park Pavilion.
- The security deposit must be paid in order to confirm a rental reservation for the Bath Community Center, Senior Center or Library Center. The rental fee is due the last business day prior to the event and during normal business hours. The key can also be picked-up at that time. If full payment is not received by the last business day prior to the event, the rental contract will be cancelled without notice.
- The use of Township facilities means the use of the assembly areas, kitchen facility if available and restrooms **ONLY**. The use of other rooms or any Township equipment is prohibited. Please note: at this time the Senior Center Kitchen is not available for rental for personal use / private events.
- The renter may not set-up prior to the rental date unless they rented that date as well.
- The contract holder is responsible for all proper clean-up and closing of facility, as well as the return of the key. Contract holders who do not comply with all rules may have all or a portion of the rental deposit withheld. See "Condition of Facility" section for the rules, as they apply per facility, for the return of security deposits. The security deposit shall be returned within 10 business days after the date of the scheduled event.
- The contract holder is legally responsible for any/all damage or accident which may occur in the rented facility. Bath Charter Township shall not be liable for any personal injury or damages that may occur during the rental period.
- If there are any problems with the facility on the day of the reservation, it is the responsibility of the contract holder to notify Bath Charter Township on the next business day.
- The contract holder is responsible for meeting all federal, state and local laws and/or regulations. They are also responsible for obtaining the necessary permits/approvals from the appropriate agencies.
- The Board of Trustees by resolution will set rental fees, security deposit and insurance requirements for the use of Township facilities.
- In-kind Donations: The Superintendent may waive the rental fees, security deposits and insurance requirements for groups which are providing an in-kind or community related donation.

- Non-profit Organizations: Bath Township recognizes that non-profit service organizations (501(c)3 and local chapters of national 501(c)3 organizations) which directly contribute to the social welfare of Bath Township have a positive impact in contributing to the social fabric and building a sense of community. Any such non-profit service organization which is allowed to use Township facilities free of charge shall still abide by all other requirements of this Facility Rental Policy including submitting a reservation/application form, providing a security deposit, and following the rules of the facility.

- Community Events: Bath Township recognizes that festivals and similar events may have a positive impact in building a sense of community. On a case by case basis, the Board of Trustees will vote whether or not to allow use of an entire park(s) and any associated facilities for such an event. The Board of Trustees may place conditions on the use (for example: review by police and/or fire department, insurance, parking, emergency access, noise, clean-up, or security). The Board of Trustees may in its discretion waive or reduce any rental fees. Please note: certain events may additionally be subject to the requirements of an Outdoor Assembly per Chapter 42 of the Township Code of Ordinances.

- Refunds for reservation cancellations require 14 day written notice. The amount will be granted less a \$20.00 service fee. If a park or facility is closed due to adverse weather conditions or other causes beyond the control of the Township (plumbing or electrical failure), a full refund shall be granted or an attempt will be made to accommodate another date.

- The rentals for all Township facilities for regularly scheduled multi-use activities will only be allowed in the same calendar year as the current year. These contracts will be reviewed on a quarterly basis by the Township.

- The contract holder agrees to hold harmless Bath Charter Township and its employees from any expense or cost in connection with the use of Township facilities and further agrees to assume all responsibility for liability of any kind.

The ***Bath Charter Township Facility Rental Policy*** is intended to protect the Township and its residents from any potential liability. This policy is not intended to apply to official Township meetings and/or activities.

INSURANCE

Alcoholic beverages are allowed at the Bath Community Center providing the following insurance regulations are met:

- The contract holder shall provide Bath Charter Township with proof of liability and standard property damage insurance in the form of a ***Special Event Endorsement*** prior to the date of the event and the assignment of a facility key.
- The insurance endorsement shall be at the expense of the contract holder and will not be included in any rental or deposit fees charged by Bath Charter Township.
- Bath Charter Township shall be listed on the Special Event Endorsement as additionally insured against liability imposed on the group/organization and Bath Charter Township arising from an injury or damage. The endorsement shall provide for no less than the payment of up to the amount stated in Bath Township's insurance policy in the event of injury to or death of one or more persons; for all damages arising out of injury to or destruction of property in any one occurrence due to the acts or omissions of the group/organization or any of its members.
- The policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan.
- The endorsement shall have a coverage date inclusive of the rental date for use of the facility. The date must also include the set-up time prior to and clean-up time after the event (this may include more than one date).
- The contract holder is responsible for ensuring that alcohol is not being served to minors or being sold without the proper licensing.

Bath Charter Township

14480 Webster Rd. – P.O. Box 247 – Bath, MI 48808
Phone: (517) 641-6728 Fax: (517) 641-4170
Business Hours: Monday through Friday, 8:00 a.m. – 5:00 p.m.

Condition of Facility After Rental

The contract holder is responsible for all proper clean-up and closing of facility, as well as the return of the key. Contract holders who do not comply with all rules may have all or a portion of the rental deposit withheld.

To ensure a facility is left in the appropriate condition after rental, please complete the following:

1. Leave premises in the same condition as it was rented to you. No personal property or food shall be left on the property.
2. All chairs and tables must be cleaned and returned to proper carts and placed in closet. Do not drag or slide tables and chairs across the floor as damage to the floor may occur. Tables and chairs are not to be removed from the premises and shall be free of tape, gum or other materials.
3. All trash must be placed in the dumpster outside.
4. Turn off all lights including restrooms and closets, and make sure all doors are secured.
5. Decorations shall only be erected and taken down in a manner not causing any damage to tables, ceilings, walls, or doors.
6. The Emergency Door shall NOT be used unless there is an emergency. Enter and Exit only through designated doors.
7. All floors are to be broom swept and mopped.
8. If kitchen is used, then it must also be cleaned including the refrigerator, stove, small appliances and counters. Please make sure the stove is turned off.
9. Facility key returned to Bath Charter Township or left in the drop box at the Township Offices.

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Senior Center Commercial Kitchen

The commercial kitchen at the Senior Center is licensed specifically for the Senior Center's lunch service. Other food preparation and/or serving to the public requires separate licensure and cannot interfere with the Senior Center's license or lunch program.

The kitchen may be used to prepare food and/or serve the public by Township Departments, Non-Profit Organizations, and Community Events with special attention to these requirements. Since a private event does not require a license through MDARD, the kitchen will not be rented for personal use at this time.

1. The user must comply with all other requirements of the Township's Facility Rental Policy.
2. The user may use the range, steam table, sinks, and various kitchen utensils and equipment. The user cannot use the refrigerator, freezer, or storage pantry.
3. The user must have a Temporary Food Establishment (TFE) license issued through the Michigan Department of Agriculture and Rural Development. The Township will provide facility information to assist the user in obtaining the TFE.
4. The user will be responsible for all requirements of its TFE license, including but not limited to: person in charge, hygiene, food protection, and food temperature.
5. A copy of the user's TFE and name and contact information for the person in charge need to be provided to the Township with the rental contract.
6. Range, steam table, sinks, dishes, utensils, and equipment must be properly cleaned.
7. Kitchen surfaces and floor must be cleaned of any food residue, spills, and/or crumbs.
8. All non Senior Center items will be removed.
9. Garbage cans will be emptied and waste taken to dumpster.

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