

## ***Bath Charter Township Facility Rental Policy***

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Bath Charter Township (“Township”) has established this Township Facility Rental Policy (“Policy”) for the purpose of conveying the rules, regulations and procedures regarding the use and rental of Township facilities. This Policy applies to all Township facilities that may be rented by patrons, including the Bath Community Center, Bath Senior Center, James Couzens Park Gazebo, Soccer Park Pavilion, and Wiswasser Park Pavilion. Specific facilities may have additional requirements.

### **APPLICATION & PROCEDURE**

- Bath Charter Township will consider applications for the rental of Township facilities in the order in which the applications are received. The Township may approve a rental reservation, but the rental reservation shall not be considered final until the applicable Rental Agreements are completed, deposits/fees are paid, and insurance is filed, if required. Failure to submit a final Rental Agreement with all required fees and coverages on the last business day before the reservation date shall result in forfeiture of the reservation by the applicant.
- The rental application must be completed by a person at least 18-years-old who represents the organization, group, or individuals requesting the use of the Township facility. The person completing the application is responsible for the conduct of all persons and individuals using the facility or facility grounds, for all fees and charges, and to ensure that the facility is left in the appropriate condition. The person completing the rental application will be liable for any damages.
- The Township reserves the right to have priority use of any Township facilities for any official meetings or business. Any rental reservation that is not final may be rejected or cancelled if the facility is needed for official use. The Township will provide reasonable notice that the application has been administratively cancelled.
- The rental fee must be paid in full and Rental Agreement completed in order to finalize a rental reservation for a Township facility.
- If a rental applicant is using Township facilities for a fundraising event, all fundraising activities must be specified in the rental application.
- Reservations made for organizations 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.
- A refundable security deposit must be paid in order to confirm a rental reservation for the Bath Community Center, or Senior Center. The rental fee is due before the

end of normal business hours on the business day prior to the event. A key to unlock the Township's facility can be picked-up during normal business hours on the last business day prior to the event. If full payment is not received by the last business day prior to the event, the rental contract will be forfeited and cancelled without notice.

- The applicant is responsible for compliance with all federal, state and local laws, ordinances, and regulations. They are also responsible for obtaining the necessary permits and approvals from the appropriate agencies.
- In the event of an applicant cancellation, to receive an application fee refund the Township must be sent written notice of the cancelation at least 14 days before the rental date. Any refund amount will be reduced by 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 (e.g. plumbing or electrical failure), a full refund shall be granted or an attempt will be made to accommodate another date.
- The rentals for regularly scheduled, multi-date activities will only be scheduled through the current calendar year and will be reviewed by the Township on a quarterly basis.

## GENERAL TERMS AND CONDITIONS

- Any and all gambling is prohibited in all Township facilities.
- The use and possession of drugs, marijuana, or illicit substances is prohibited in all Township facilities. Smoking is prohibited.
- Any discharge or use of a pistol, firearm, or dangerous weapon is prohibited.
- Except for the Bath Community Center, the serving or consumption of alcoholic beverages in all Township facilities is prohibited.
- Motor vehicles may only park or be operated within the designated parking areas or roadways.
- The use of adhesive tape, staples, nails, etc. on pavilion or gazebo support posts is prohibited.
- The use of Township facilities applies **ONLY** to the use of the assembly areas, kitchen facility (if available), and restrooms. The use of other rooms or any Township equipment is prohibited.

- The applicant may not set-up prior to the event reservation date. Set-up days before an event must be included in the application and reservation.
- The applicant is responsible for all clean-up, locking, and closing of the Township's facility, as well as the return of the key. Applicants who do not comply with all rules may have all or a portion of the security deposit withheld. See "Condition of Facility" section for specific facility rules. If a security deposit is being returned to the applicant, the security deposit shall be returned within 10 business days after the date of the scheduled event.
- The applicant is legally responsible for any and all damages or accidents that may occur in the rented facility or arise in connection with or out of a rental event. Bath Charter Township shall not be liable for any personal injury or damages that may occur or arise in connection with or out of a rental period.
- If there are any problems with the facility, it is the responsibility of the applicant to notify the Township.
- The Board may place additional reasonable conditions on the use of Township facilities for any individual application or usage request. They may require review by the police department or fire department and require additional insurance, parking, emergency access, noise limitations, restroom facilities, clean-up, or security measurements. The Board, in its sole discretion, may waive or reduce a rental fee.
- ***Please note:*** In addition to these requirements, certain events may also be subject to the requirements of the Outdoor Assembly Ordinance per Chapter 42 of the Township Code.

## CHARITABLE GROUPS

- In-kind Donations: The Superintendent may waive the rental fees, security deposits, and insurance requirements for groups that are providing a donation or charitable service to the community. Waiver of any rental fees, security deposits, and insurance requirements shall be according to the discretion of the Superintendent.
- 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 or 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. The Township Board will vote on whether to allow such events or festivals to use an entire park or facility. The determination of whether to allow such a festival or event to use Township facilities shall be determined on a case-by-case basis.

#### GENERAL HOLD HARMLESS & INDEMNIFICATION

To the fullest extent permitted by law, the applicant, its officers, directors, employees, and agents shall defend, indemnify, and hold harmless the Charter Township of Bath, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury or death of any person, or on account of damage to property, including loss of use thereof, arising or allegedly arising out of, in connection with, or resulting from any use of a Township facility.

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 or activities.

## ***INSURANCE***

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

- The applicant 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 applicant and will not be included in any rental or deposit fees charged by the Township.
- Bath Charter Township shall be listed on the Special Event Endorsement as an additional insured arising from an injury or damage. The policy limit on the endorsement shall meet or exceed Bath Township's coverage of one million dollars. The endorsement shall cover 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 any and all rental dates for use of the facility, including any dates for set up or clean up before or after the actual event.
- The applicant is responsible for ensuring that alcohol is not being served to minors or being sold without the proper licensing.

## ***Condition of Facility After Rental***

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The applicant or renter is responsible for all proper clean-up, closing, and security of the facility, as well as the return of the key. Applicants who do not comply with all rules may have all or a portion of the rental security 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 the proper 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 ensure all doors are locked and 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 the kitchen is used, then it must also be cleaned, including the refrigerator, stove, small appliances, and counters.
9. The stove must be turned off.
10. The key to the facility must be returned to Bath Charter Township or left in the drop box at the Township Offices.

## ***Senior Center Commercial Kitchen***

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### **THE COMMERCIAL KITCHEN IS CURRENTLY NOT AVAILABLE FOR PRIVATE EVENTS**

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

If the appropriate licensing is obtained, 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 the Michigan Department of Agriculture and Rural Development ("MDARD"), the kitchen will not be rented for personal use at this time.

1. The applicant must comply with all other requirements of the Township's Facility Rental Policy.
2. The applicant 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 applicant must have a Temporary Food Establishment (TFE) license issued through MDARD. The Township will provide facility information to assist the applicant in obtaining the TFE.
4. The applicant 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 applicant's TFE and the name and contact information for the person in charge must be provided to the Township and stated in the rental application.
6. Range, steam table, sinks, dishes, utensils, and equipment must be properly cleaned.
7. Kitchen surfaces and floor must be properly cleaned, including removal of any food, spills, or crumbs.
8. At the end of the event, all non-Senior Center items will be removed.
9. Garbage cans must be emptied and waste taken to the dumpster.