



## Community Center Rental Agreement: Rules, Policies and Guidelines

Lincoln Park Community Center | Thomas Farm Community Center | Twinbrook Community Recreation Center

- Community centers are primarily used for recreational opportunities and availability is on a limited basis. Rentals cannot be made more than three (3) months in advance of rental date. **Lincoln Park Community Center Only:** Allows rentals more than three (3) months in advance of rental date.
- Rockville resident rental rates apply to those owning property or living within the corporate tax district of the City of Rockville.
- Contracting an available date at community centers is on a first-come, first-served basis – we do not hold dates.
- All executed paperwork (except for table/chair set-up plan) and full payment must be completed at the time of booking. The person signing the contract is the one responsible for the rental and must be in attendance on contracted date and timeframe.
- Set-up and clean-up times are subject to the per hour rental cost and must be included in the contract.
- Renter, guests, and subcontractors must adhere to contracted start and end times. Using the rental space outside of the contracted hours will result in additional charges and partial or full retention of the security deposit. If the security deposit is not enough to cover overtime charges, the renter will be billed, and payment is due immediately.
- Acceptable forms of payment include MasterCard, Visa, cash, money order or personal check payable to “City of Rockville.” The City of Rockville, Maryland does not accept Discover or American Express. If a check is returned to the City of Rockville, a \$35 fee will apply.
- Security deposit paid by credit card is refunded (if applicable) to the credit card on which it was paid. Security deposit paid by check, money order or cash is refunded (if applicable) by check. If the security deposit was paid more than 120 days before the rental date, a refund check must be issued.
- A ten percent (10%) administrative fee will be charged for cancellations more than 60 days before the contract rental date. A twenty percent (20%) administrative fee will be charged for cancellations less than 60 days before the contracted rental date. The entire rental fee will be retained if the event is cancelled less than 30 days prior to the contracted rental date and the full security deposit will be returned.
- All renters and guest must enter and exit the building through the main/front door only. Rental only includes the use of the rented room and restroom facilities. No one is permitted to use the services of the community center without an appropriate membership.

- Suitable guest parking is not guaranteed. Renter is responsible to arrange suitable parking and/or transportation services, as needed. Parking spaces in the community center parking lot cannot be reserved or blocked off to accommodate a rental. **Thomas Farm Community Center Only:** Parking spots can be rented for food trucks at flat rate.
- Smoking and vaping is prohibited on City of Rockville, Maryland property.
- Americans with Disabilities Act (ADA) service animals are welcomed.
- Alcoholic beverages, rice, confetti, glitter, birdseed, and pets are prohibited in community centers. Violating this policy will result in partial or full retention of the security deposit. If the security deposit is not enough to cover the addition of this fee, the renter will be billed, and payment is due immediately.
- Renters must ensure that no decorations damage the building. Decorations are only allowed in the room which is contracted. Renter must only use painters' tape when adhering decorations to surfaces.
- Music and any amplified sound must be set at a volume that cannot be heard outside the rental space or outside of the building. City of Rockville staff has full control over volume levels. Any complaint received from a customer or City of Rockville staff member must result in the volume of the music being immediately turned down and retained at the lower level throughout the remainder of the event. When in doubt, turn it down.
- Renter must disclose any food/beverage/entertainment services, such as catering, deejay, etc., at least 14 calendar days prior to contracted rental date. A business license and certificate of liability insurance is required and must be on file with the community center at least 14 calendar days prior to contracted rental date for all catering, entertainment, and support staff services. Please see **ATTACHMENT A: Rockville, Maryland Liability Insurance Requirements**.
- Any rented/personal equipment must be delivered and pick-up on the date of the event during contracted rental hours. Renter must disclose at least 14 calendar days prior to contracted rental date any deliveries that may arrive at the community center. The community center does not accept deliveries on behalf of the renter, does not set-up and breakdown any rented/personal equipment, or operate/maintain any rented/personal equipment.
- Cooking is prohibited in community centers. Foods and beverages are to be refrigerated or kept warm only.
- Thomas Farm Community Center Only:** The kitchen is to be shared when only one side of the multi-purpose room is rented. Outdoor grilling is not permitted on the patio. Facility tables/chairs must not be taken outside. Outdoor furniture is not to be moved. To rent the patio, **both sides** of the multi-purpose room must be rented under your contract.
- Community centers do not supply ice, plates/napkins/utensils, food handling equipment, etc.

- Rentals are for private events only. Advertising events to the public, for an admission fee, or for instructions (classes/programs/workshops) is prohibited.
- Renter must adhere to all room capacities. If the number of people (including guests, subcontractors, etc.) exceeds capacity limits, the renter will be notified; additional guests will be turned away. See capacity table below:

<u>Lincoln Park Community Center</u>	<u>Thomas Farm Community Center</u>	<u>Twinbrook Community Recreation Center</u>
Multi-Purpose Room: <b>50</b> Gymnasium: <b>200</b> Library: <b>25</b>	Half of Multi-Purpose Room: <b>40</b> Entire Multi-Purpose Room: <b>80</b> Gymnasium: <b>200</b>	Multi-Purpose Room: <b>50</b> Gymnasium: <b>200</b> Annex : <b>50</b>

- Renter is responsible for any damages to the property, grounds, and equipment. Damages will result in additional charges and partial or full retention of the security deposit. If the security deposit is not enough to cover damage charges, the renter will be billed, and payment is due immediately.
- Renter is responsible for any rule violations, acts committed by all event attendees, and the behavior of all event attendees. Failure to obey City of Rockville staff, rules, and regulations will not be tolerated. Attendees involved in prohibited behavior will be required to leave the property immediately and the event may be terminated.
- The table/chair set-up plan is required at least 14 calendar days prior to contracted rental date. The community center will set-up the tables and chairs in accordance to the set-up plan. If the tables and chairs need to be rearranged, please notify the staff and they will handle the request.
- Renter is responsible for returning the room to its original condition, as stated on the room walkthrough form. This includes sweeping, mopping, removing and properly disposing of all trash and recycling, and wiping down tables/chairs. The community center will provide additional trash bags and cleaning supplies, as needed.
- Thomas Farm Community Center and Twinbrook Community Recreation Center Only:** The gymnasiums at these two (2) community centers are rented for athletic purposes only. Drinks and food are prohibited in the gymnasium – water is permitted in non-glass and spill-proof containers. Appropriate dress is required – shirts must always be worn. Athletic shoes are required for play in the gymnasium. There is zero tolerance for fighting and use of foul language. Hanging on the basketball rims and dunking are prohibited. The renter must provide his or her own equipment (i.e. balls, racquets and stopwatches). Moon bounces are prohibited in the gymnasium.
- The user/renter shall be fully responsible for and shall indemnify and hold the City harmless from any damage to objects or property belonging to the City of Rockville and for any personal injury incurred during or as a result of such use. The user/renter is responsible for obtaining all permits and licenses necessary for the proposed activities. The user/renter also agrees to abide by the above and by the scheduled hours of use. The City of Rockville will not assume responsibility for personal items brought into or left in the facility by the user/renter, guest or subcontractor.
- I have read, understand, and agree to follow the rules, policies, and guidelines for community center rentals.



**ATTACHMENT A: City of Rockville, Maryland Liability Insurance Requirements**

These requirements are mandated by the City of Rockville, Maryland Department of Human Resources, Risk Management.

Prior to the execution of the contract by the City, the User must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The User’s insurance shall be primary.

The User must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below. Unless otherwise described in this contract the successful User will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

**Mandatory Requirements for Insurance**

User’s insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the User’s insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers’ Compensation  2. <b>Employers’ Liability</b>	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$500,000 policy limits  Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement must be signed and dated.
3. <b>Commercial General Liability</b> a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

**Policy Cancellation**

The User shall furnish a new certificate prior to any change or cancellation date. The failure of the User to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

**Additional Insured**

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the User's Commercial and Excess/Umbrella Insurance for liability arising out of User's products, goods, and services provided under this contract. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

**Subcontractors**

All subcontractors shall meet the requirements of this Section before commencing work. In addition, User shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**Certificate Holder**

**The Mayor and Council of Rockville**

**(Contract #, title)**

City Hall

111 Maryland Avenue

Rockville, MD 20850