



CITY OF OVID **FACILITY USE POLICY AND PERMIT**

General Information

- When not in use by the City of Ovid (“the City”), the City’s activity room (“the Room”) may be used by persons or entities other than the City in accordance with this Facility Use Policy.
- This policy shall apply to all individuals and groups that request access to the Room.
- No group or individual shall be excluded from access to the Room because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, or viewpoint.

Priority of Use

- City and City-related groups shall have priority of use of the Room. No renter shall be permitted to use the Room in any manner that shall interfere with conduct of City business.

Reservation of Facilities

- Requests to use the Room must be submitted in writing to the City Clerk.
- The City should grant Room reservations on a first come, first serve basis.
- A Room renter must be at least 18 years of age.

Fees

- There is a flat fee of \$50 per day for using the Room.
- The City will waive the Room fee for senior citizen groups and groups consisting of youths. For purposes of this provision, senior citizens shall be defined as those 65 years of age and older. Youths are those persons under the age of 18.

Building Hours

- No activities within, use of, or occupancy of the Room is permitted from 11:00 p.m. to 8 a.m.

Conditions of Use

- Use of the Room by a for-profit group or for profit-making purposes is prohibited.
- Alcoholic beverages are not allowed within the Room.
- City facilities, including the Room, are “smoke-free”. Smoking and/or use of other tobacco products are not permitted within the Room.
- Renter bears financial responsibility for any damage caused to the Room.
- Renter’s activities within the Room shall be of a nature suitable for presentation in a public building.
- Renter shall not violate any federal, state, or City rules, regulations, laws, or policies. This requirement includes, but is not limited to, the City ensuring that all users of the Room will comply with the Center for Disease Control and Prevention’s recommended social distancing and face-mask wearing measures during the rental period.
- Renter will ensure that aisles, and stairways remain clear and unblocked. Renter will abide by the Room’s capacities, as determined by the fire marshal.
- Renter’s decorations are only permitted in the Room if they are not fastened to the walls or ceiling of the Room. These decorations must conform to the fire code, and the renter must remove them after their use of the Room. No staples, nails, or tacks may be used. Damage to the Room and/or failure to remove decorations may result in liability, , and the denial of any future applications to use the City’s facilities.
- Renter must remove their materials or equipment from the Room and the City’s property at the conclusion of their permitted use of the Room. Failure to remove materials or equipment belonging to the renter may result in liability, , and the denial of any future applications to use the City’s facilities.
- Persons or groups renting the Room will be held responsible for the conduct of the people they admit within the Room.
- No person or group will make, continue, or cause or permit to be made, any unreasonable noise disturbance within the Room. Specifically, any noise coming from the Room must not be louder than necessary for convenient hearing for the person or persons in the room.

Insurance

- The City, or any of its officers, agencies or employees, will not be responsible for injuries, loss, or damage to personal property occurring as a result of any activity being conducted on City property.
- Each renter may, in the City’s discretion, be required to present proof of insurance.

- If required by the City, the renter shall, at its own expense, keep in full force and effect until the cessation of its use of the Room, a policy of public liability and property damage insurance with respect to the City, which must not have limits less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate, including bodily or personal injury, product liability, if applicable, and property damage. Renter must name the City as an additional insured on all coverages required under this section. Such insurance coverages shall specify that the City shall receive ten (10) days prior notice, in writing, prior to any cancellation of the same.

Indemnification

- Renter agrees to indemnify and hold the city harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of renter's use of city facilities and to reimburse the City for any such expenses incurred.
- Moreover, by signing below, you agree to indemnify and hold harmless the City and its officials, employees, and volunteers, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from your failure to ensure that users of the rented park or facility comply with the Center for Disease Control and Prevention's recommended social distancing and face-mask wearing measures, or a Michigan's Executive Order in effect at the time of use.

Cleanup

- Renter must leave the Room in the same condition as it was in immediately preceding their use of the same. Charges for cleaning by City's maintenance personnel will be billed to the renter.
- General cleanup is to be conducted by renter as follows:
 - Tables and chairs should be wiped and returned to the proper places.
 - All kitchen facilities cleaned – including stove, refrigerator, sink and counter tops.
 - All paper and garbage cleaned up and put into the proper receptacles with appropriate waste stickers attached.
 - Floors swept as necessary and mopped if there is excessive water, dirt, or other mess.
 - All decorations, posters and signs must be removed.

- Renter must comply with all current requirements for cleaning a facility before and after using it, as provided by federal, state, and City rules, regulations, laws, executive orders, and policies, and must comply with all guidelines for cleaning a facility before and after using it, as provided by the Center for Disease Control and Prevention, the Clinton County Health Department, and any other public agency identified by the City in writing.

Violation of Facility Use Policy

- A renter's violation of this policy will result in liability, the denial of future facility use, and the denial of any future applications to use the City's facilities.

BY CHOOSING YES:

I CERTIFY THAT I HAVE RECEIVED, READ AND UNDERSTAND THIS POLICY. I, THE UNDERSIGNED, ON BEHALF OF THE BELOW-LISTED ORGANIZATION (IF APPLICABLE) HEREBY AGREE THAT ANY INVITEES OR OTHER VISITORS AND I WILL ABIDE BY THIS POLICIES GOVERNING THE USE OF THE ROOM AND WILL BE RESPONSIBLE FOR ANY DAMAGES TO THE ROOM, OR THE CITY'S FACILITIES, FURNITURE, OR EQUIPMENT, CAUSED BY OUR OCCUPANCY OF THE PREMISES.

Revised 10/14/2020