



## RULES FOR COMMUNITY SPACES RENTAL

**The Community Spaces and Rules are as follows. All renters are required to sign and return a copy of these rules.**

1. **Community Room Space.** This is a large room that can accommodate gatherings such as weddings or corporate retreats, and birthday celebrations. The room configuration includes the adjacent food prep area (“Serving”) but does not have a full commercial kitchen. The room has large garage doors that open onto a patio area with 4 outdoor tables, each seating 4. The maximum occupancy for the full room is 50.
  - a. Full room occupancy: This room has access to the serving as well as access to eight (8) 60” round or eight (8) 6ft rectangular tables and fifty (50) chairs.
2. For purposes of these fees, not for profit users are organizations or persons operating under a 501c (3) tax exempt status and hosting an event for the non-profit entity. -A resident not for profit includes a 501c (3) organization in which a Timnath resident is a member, board member, employee or has another affiliation.
3. Resident Rates are per occurrence. Non-Residents rates are per hour for four hours or less. Daily rates are for more than four hours.
4. Alcohol:
  - i. Alcohol service is allowed with the proper application and Town Clerk approval.
  - ii. No cash bars or alcohol sales are permitted.
  - iii. Alcohol may be served for five hours maximum.
  - iv. When alcohol is being served, one off-duty law enforcement officer or contracted security professional must be contracted by the rental party and remain present on-site during the duration of the rental period. Town staff must be provided with the security contract 5 business days prior to the reservation.
  - v. Serving and consumption of alcoholic beverages must be confined to the rental space.
5. Reservations for the community room may be made up to one year in advance, and at least seven (7) days in advance. In addition:
  - a. Rental times shall include set-up and tear down times.
  - b. Rooms *may* not be available on holidays or when the Town Center is closed.

- c. The rooms will have a standard configuration. -Renters are responsible for arranging the room differently to suit their needs. Upon leaving, the room must be arranged as it was originally found.
6. Rental rooms and Servery must be restored to their original condition/arrangement, or the renter will be financially responsible for cleanup or repairs. Set up of rooms shall be the responsibility of the renter.
  - a. Counters and tables should be wiped down.
  - b. All trash should be taken out to the dumpster area and receptacles should be re-lined.
  - c. All high touch surfaces must be cleaned with spray cleaner.
  - d. Floors should be swept and/or vacuumed.
  - e. Broom, dustpan, mop and trash bags will be provided for cleanup.
7. Outside food and drink are allowed, see specific alcohol provisions.
8. The Town reserves the right to refuse rental to any party that proves to be disruptive or violates any of the rules promulgated by this policy.
9. Rentals are available from 7:30 a.m. to 11 p.m.
10. Projection screens are available. You will need to bring an HDMI cord to attach to your laptop and to the wall. All other audio-visual equipment is the responsibility of the renter. Password will be provided for complimentary WIFI during rental.
11. Renters will be responsible for the costs of repairs to any damage.
12. Decorations
  - a. All decorations must be removed from the room by the end of the rental time.
  - b. Decorations may not be nailed or stapled to any part of the walls, ceilings or floors but painter's tape may be used to display decorations.
  - c. Rice, confetti, birdseed, glitter, smoke machines, fog machines, etc. are prohibited in or around the premises.
  - d. No open flames are allowed, and all candles must be battery operated.
13. Merchandise sales or similar articles or services may be engaged in or undertaken by the Tenant by prior arrangement with the Town scheduling staff. All businesses must have a valid Town of Timnath business license and remit appropriate sales tax as required by the Town Code. (Tax exempt organizations do not require a business license or sales tax remittance – i.e. Girl Scouts, bake sales, etc.). Rental by the same business user for this purpose is limited to once per calendar quarter.
14. Cancellation policy. Cancellations must be made at least 24 hours prior to the reservations. Cancellations with less notice will not receive any reimbursement for rental fees.

15. **Indemnification – read carefully. All users of the Building agree to release and to indemnify, defend, and hold harmless (“indemnify” meaning protect by reimbursement or payment) the Town, its representatives, directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claims: (a) brought by or on behalf of the signatory below, their children or a family member, employee, contractors or guests for any injury, damage, death or other loss in any way connected with participation in activities and/or use of the Building by the undersigned, their children or family members, employee, contractors or guests; and/or (b) brought by another user or participant or any other person for any injury, damage, death or other loss to the extent caused, directly or indirectly, by the undersigned, their children, family members, employee, contractors or their guests in the course of using the Building.**

16. Trash and recycling. Trash and recycling bins shall be provided by the Town. It will be the renters’ responsibility to take all trash to the outside trash receptacles at the southeast corner of the property.

17. Amplified sound and sound levels must be kept at levels consistent with the Town’s sound level ordinances and must cease by 11 p.m.

18. No smoking facility – the entire facility and grounds are non-smoking, including but not limited to cigarettes, cigars, e-cigarettes and marijuana.

19. Animals are prohibited in community spaces with the exception of certified service animals.

20. Per state law, firearms are prohibited in the Town administration building and anywhere on the building property, except for security personnel employed or retained by the Town and law enforcement personnel when engaged in official duties, to the extent permitted by the Town.

#### 21. Payment Requirements

Reservation requests must be submitted through the Town’s recreation portal and are subject to Town approval. Upon approval, an invoice will be issued for all applicable fees. A reservation is not considered confirmed until full payment has been received.

Payment is due immediately upon issuance of the invoice and must be received within ten (10) business days following approval, unless an exception has been made at the discretion of the Town Manager or his designee. Any reservations with an outstanding balance ten (10) business days after approval will be cancelled by the Town

The Town reserves the right to cancel any reservations for non-payment.

**RENTAL FEES**

Room	Rental Rate
Full Room (1,042 sq. ft.)	
Resident and not for profit resident	\$36 per event per day
Non-Resident	\$70 per hour \$200 per day
Not for profit Non-Resident	\$35 per hour \$100 per day

## Agreement to Rules for Community Spaces Rental

I hereby attest that I have carefully read, understand, and voluntarily agree to the terms and conditions of the Rules for Community Space Rental, including without limitation the indemnification provisions, and I acknowledge that such Rules shall be effective and binding upon me, my children, my family members, employees, contractors, my heirs, executors, representatives, subrogors and estate. Any issues or rules not governed therein shall be resolved at the discretion of the Town Parks and Recreation Director.

_____ Print Name	_____ Signature	_____ Date
_____ Print Name	_____ Signature	_____ Date