

Statement of Policy – Freeman Community Center

I. - Maximum Capacities – The Freeman Community Center Gymnasium Capacity is 796 people without Chairs and 370 with table and chairs. The Small Meeting Room has a capacity of 100 people.

II. - Smoking - The Freeman Community Center is a non-smoking facility. The party renting the facility will make efforts to assure that this prohibition is enforced at their event. The renter's janitorial/damage deposit will not be returned if it can be demonstrated that smoking occurred in the community center.

III. - Alcohol – Alcohol is permitted at the Community Center under specific conditions. **The renter is required to consult directly with the Freeman City Office to fully understand the process associated with such use. Depending on circumstances, a temporary liquor license may be required and that process can take up to 45 days.**

It shall be the renter's responsibility (along with the alcohol vendor) to assure that no person under legal age consumes alcoholic beverages and to otherwise guarantee that all laws of the State of South Dakota and ordinances of the City of Freeman relative to alcohol use are adhered to.

IV. - Illegal Activities/Disorderly Participants – Illegal activities of any sort are not permitted in the Freeman Community Center or on its grounds and the renter is responsible for reporting any such situations to the proper legal authorities (Freeman Police Department). The renter will also rely on the Freeman Police Department to deal with disorderly participants and those who may be putting the public at risk.

V. - 1:00 am "Curfew" - All events at the Freeman Community Center must be concluded by 1:00 a.m. although cleaning of the facility may continue beyond that hour. Any extension of activities beyond 1:00 am must be approved by the City of Freeman two weeks previous to the event itself.

VI. - Animals - With the exception of trained and certified service dogs, animals are generally not allowed in the building. Events focused on animals or at which animals are an integral part of the event must be approved by the City of Freeman two weeks previous to

VII. - Supervision of Youth Events - Events focusing on those who are 17 years of age or younger must always and at all times, be supervised by an adult (18 years of age or older).

VIII. - Damage to the Floors – Renter should take reasonable precautions to assure that equipment, decorations, or activities associated with their event do not damage the facility or mar the floors. Rollerblades, roller skates, tricycles, or other wheeled vehicles which may mar the floors are not allowed except as static displays or for demonstrations.

IX. - Decorations - The use of decorations by the renter is allowed. However, the nailing, screwing or stapling of decorations to the walls, bleachers, floors or other elements of the structure is prohibited. Tape or other adhesives which can be easily removed and leave only modest residue are allowed. The renter will be responsible cleaning any surfaces with

residue and his/her Janitorial/Damage deposit will be charged if City personnel need to spend time doing this.

X. - Rental Period – The guaranteed rental period shall be from 6:00 am on the first day of the rental to 6:00 am the morning following the final day of the rental. Understanding that this may be a problem for some whose utilizations require significant set up and tear down/cleanup time, extensions (at no cost) of this rental period may be made by the City of Freeman at their discretion. There is, however, no guarantee this extra time will be available. Those who feel it is critical to guarantee that they have access early or for the day following their actual event should consider renting the facility for an additional day(s). There are significantly reduced rental rates for more than a single day's use of the gym.

XI.- Canceling a Scheduled Event/Refund – If the renter cancels an event 30 days or more before the scheduled event, the renter will receive a full refund of both the Janitorial/Damage Deposit and Rental/Special Equipment Fees. Cancellation with less than 30 days notice will result in the loss of ½ of the Rental Fee only.

XII. Events Canceled by Weather or other “Acts of God” relieve the renter of all financial obligations to the City and their deposit and rental fees will be returned. Under such circumstances the City assumes no responsibility for losses resulting from such cancellation. The City reserves the right to cancel any event when it determines that there is imminent danger to the public/participants.

XIII. - Liability – As a renter of the Freeman Community Center, the individual/ organization entering into this agreement understands and accepts that:

1. The City of Freeman is not liable for any lost or stolen property of the renter or participants at any event/activity at the Freeman Community Center.
2. Any individual, organization or group using the Freeman Community Center will be held liable for any damages, injury, or legal action resulting from their use of the community center.
3. Use of the Freeman Community Center, its equipment, machinery, fixtures, and furniture shall always be at the risk of the participants in any given activity/event.
4. Notice of these assignments and declarations of liability must be provided to participants upon request.

XIV. - Interpretation of Regulations and Policies

1. The Freeman Mayor and City Council, with input from the Freeman Government Building Board, set regulations and policies for the community center. They delegate authority to the City of Freeman to interpret and enforce these.
2. Policies and procedures are reviewed periodically by the Mayor and City Council and may be altered or added to without notice. If a signed rental agreement exists at the time of these changes any new policies and regulations still apply, but fees quoted at the time the rental agreement was signed will be honored.
3. The City reserves the right to deny rental to any party/organization at the discretion of the City.
4. Any situations not specifically covered in current policies will be reviewed and acted on by the City at his/her discretion.

Reservation Process

1. All reservations are made on a first come, first served basis.
2. All reservations will be made and recorded at the Freeman City Hall (185 East 3rd Street). Call 605-925-7127 for additional information.
3. All persons desiring to rent the community center will be required to submit a completed and signed *Rental Agreement* (attached) which includes an assurance that the renter has read and understands the *Statement of Policy* (attached). Please Note: Your reservation is only truly secure when a fully executed *Rental Agreement* with a check for the Rental Fee, any Special Equipment fees and the Janitorial/Damage Deposit is brought to the City Offices.
4. Special note - Alcohol is permitted at the Community Center under specific conditions. **The renter is required to consult directly with the Freeman City Office to fully understand the process associated with such use. Depending on circumstances, a temporary liquor license may be required and that process can take up to 45 days.**
5. Renters will be given the Door Code 3 days before the event from the Freeman City Office for the areas of the Freeman Community Center they have rented the work day before the event (during regular office hours which are 8:00 am to 5:00 pm – Monday – Friday).

(See reverse side for "Cleanup Requirements".)

Cleanup Requirements

Getting Your Full Janitorial/Damage Deposit Back

Rental fees are set with the assumption that the renter will do the vast majority of the post-event cleanup. The Janitorial/Damage Deposit is the City's device to assure that the renter does this cleanup or, if not, that there will be money to pay a city employee to do the cleanup. It also assures that the City will have monies to cover any relatively small damages which may occur.

Some important points relative to this deposit:

- Assuming you have done adequate cleanup and not damaged anything, the Janitorial/Damage Deposit will be returned using a City check.
- This deposit does not limit the renter's exposure when it comes to damages. If damages (or cleaning) exceed this deposit, the City will seek additional monies from the renter.

Use this checklist as your guide for the cleanup.

1. Sweep, dust, and damp mop (if needed) the floors wiping up any spills.
2. Pick up trash from floors, tables, and counters.
3. Damp wipe and dry all tables, counters and sinks used.
4. Reposition tables/chairs and other equipment to their regular positions using the *Standard Room Configurations* diagram which is posted in each room.
5. The Kitchen (if used) is to be cleaned and all utensils which were used washed, dried and returned to their designated storage areas. ALL food must be removed (no storage allowed).
6. All trash and garbage should be securely bagged and placed in the trash containers located outside the community center (south side).
7. Restrooms should be generally cleaned, trash picked up, floors swept and counters wiped down.
8. All decorations (inside and outside) must be removed.
9. Turn off all lights and lock all doors.

Locations for Cleaning Supplies

The City does provide general cleaning supplies such as garbage bags, brooms, rags, mops, etc. Cleaning supplies for those using the Gymnasium/Kitchen/Stage are located in the Custodial Room in the Front Lobby with additional supplies for the Kitchen under the sink. For those using rooms in the east end of the building, supplies are located in the custodial room by the bathrooms.

Office Document - *Charges*

Tiered Rates System - Definitions

Each activity utilizing the Community Center will be assigned to one of four tiers based on the nature of the sponsor/renter and intent of the event.

Tier One – City-sponsored events and activities or events organized specifically to generate funds in support of the Community Center. Included in this tier will be events sponsored by the Freeman Ambulance Service and Freeman Fire Department.

Tier Two – Local non-profit or charitable organizations conducting events/activities consistent with their missions and which enhance the community. (“local” to be defined as organizations where the bulk of their membership and activities live or take place in the greater Freeman area.)

Tier Three – Individuals, companies, and organizations using the facility for personal or commercial activities. Tier Three fees also apply to non-profit or charitable organizations whose operations/membership reside predominantly outside of the greater Freeman area.

Tier Four – Groups, individuals or organizations which intend to hold regularly scheduled events or activities involving more than four days use.

Tiered Rates System – Charges by Tier and Area Utilized

When a party rents the Freeman Community Center they are NOT usually renting the entire center. Rental allows the use of designated areas and charges are based on the number of areas utilized (as defined below).

Tier One Activities/Events:

- No charge or deposit for any area(s)

Tier Two Activities/Events:

- Gymnasium (with stage and kitchen/concession stand included and use of the facility’s tables/chairs) \$150 for first day, \$75 for each additional day
- “Old Music Room” (includes the use of chairs/tables normally assigned to this area) - \$25 per day
- Community Room (includes the use of chairs/tables normally assigned to this area) - \$20 per day
- Back Open Area (includes the use of chairs/tables normally assigned to this area) - \$25 per day
- Adjacent Outside Areas (inside rest rooms use included)- \$20 per day

- Entire Community Center - \$200 for first day, \$100 for each additional day

Tier Three Activities/Events:

- Gymnasium (with stage included with kitchen/concession stand and use of the facility's tables/chairs) - \$300 for first day, \$150 for each additional day.
- "Old Music Room" (includes the use of chairs/tables normally assigned to this area) - \$50 per day
- Community Room (includes the use of chairs/tables normally assigned to this area) - \$40 per day
- Back Open Area (includes the use of chairs/tables normally assigned to this area) - \$50 per day
- Adjacent Outside Areas Only (inside rest rooms included) - \$40 per day
- Entire Community Center - \$400 for first day, \$200 for each additional day.

Tier Four Activities/Events:

Fees/deposits and conditions of use are negotiated separately through special arrangement with the Freeman Community Center Governing Board.

Special Equipment Charges

The Freeman Community Center will eventually hold certain pieces of equipment which it will allow a renter to use at an additional charge. At the current time, no such equipment exists.

Janitorial/Damage Deposit

Rental fees are set with the assumption that the renter will do the vast majority of the post-event cleanup. The Janitorial/Damage Deposit is the City's device to assure that the renter does this cleanup or, if not, that there will be money to pay a city employee to do the cleanup. It also assures that the City will have monies to cover any relatively small damages which may occur.

Some important points relative to this deposit:

1. The check you provide which includes this deposit will be cashed. Assuming you have done adequate cleanup and not damaged anything, it will be returned.
2. This deposit does not limit the renter's exposure when it comes to damages. If damages (or cleaning) exceed this deposit, the City will seek additional monies from the renter.

3. The City reserves the right to increase the required deposit if it feels the nature of the event or other circumstances dictate that it is wise to have a larger deposit.

Regular Janitorial/Damage Deposit

All renters in Tiers Two and Three will be charged the same standard deposit fees.

For the Gymnasium and associated areas - \$150

If the event in the Gymnasium includes alcohol - \$300

For all other rooms/areas - \$30 plus \$10 for each additional room/area.

If activities in any of the rooms/areas involve alcohol the deposit is doubled.

(Approved by Governing Board – May 18, 2012)