



# *Day Heights Memorial Firefighters Association*

## *USE Policies And Agreement*

01/2020

*RENTERS USE POLICY FORM 2*

▪ **Overview**

It is the intent of the DHMFA to make its facilities available to the community of a fair and equitable basis. DHMFA has priority in scheduling of facility for programs and activities.

**Hours of operation:**

All rooms are available 8am to 12am

**Contract agreement**

- Contract agreement and payment, if applicable for facility usage must be made in person at the time of booking and must be in the form of check, cash or credit card.
- You must be 21 or older to sign the rental contract
- Contract and payments can be made by appointments at:  
1313 State Route 131  
Milford Ohio 45150  
513-576-6255

**Checks made payable to DHMFA**

*A \$50 charge will be applied for all returned checks.*

**General Rules and Regulations**

- The Renter of the facility must be in attendance through the entire event and is solely responsible for any and all violations of said contract agreement.
- Renter shall maintain a copy of the usage contract with him/her during the event as evidence of the agreement.
- Use of the facility is for the contracted time only (*no exceptions*)
- Two adult chaperones (**over 21 years of age**) must be provided for every 25 minors (**under 18 years of age**) in attendance.
- All groups or individuals using facility shall be responsible for the facility being clean and in an orderly state after scheduled use.
- Should the facilities be left in such a condition to require additional clean up or maintenance, the security deposit may be forfeited, and any additional expenses shall be invoiced to the Renter.
- A Renter Check list is provided (*see form 3*)

- All functions conducted in the facility must be in accordance with all state and local regulations and are open to inspection by the local authorities.
- Please maintain civil behavior in the building. If any occurrence of violence please call 911.
- DHMFA shall have the right to enter the premises at any time to check on the event to determine if there are violations of rules and regulations of any state law or contract issue.
- **The use of candles is not permitted**
- **Table and Chairs cannot be taken from rooms**
- **All carts must remain in assigned rooms**
  
- The following rules **are non-negotiable**
  - **Children must be supervised** and remain in event area during event times.
  - **Gambling is prohibited**
  - **Tobacco Products are not permitted to be used inside**
  - Tobacco product use is permitted in designated areas outside only. (*smoking stands provided*).
  - **No fog or smoke machines** or any kind are permitted
  - **No confetti or glitter** is permitted anywhere in the building
  - **No decorations shall be adhered to walls or windows by Tape, 3-M products, pushpins etc.**
    - Use of the hanging wires are provided for hanging decorative signs.

### **Food and use of Kitchen**

Renter has the option to bring in refreshment, (*refrigerator in room*)

- **Hire a caterer**
  - Caterer must be instructed by the Renter to clean up the kitchen and servicing area before leaving the premises
  - **Caterer must furnish** his own liability insurance policy in the amount of \$500,000.00. A copy must be turned over to DHMFA two (2) weeks prior to event.

**Renter may utilize the kitchen** for food warming or small preparations.

- Kitchen is equipped with most kitchen utensils and dishes
- No hot food put on tables without hot pad under it.

- Renter is required to clean all utilized appliances and items in dishwasher. All should be returned to its proper place in kitchen.
- Storage of food may be kept in room refrigerator and must be empty out before you leave. Any items left in refrigerator will be disposed of next day by DHMFA personnel

**Additional charge of \$25. Will be charged for the use of the kitchen (form 5)**

**Rental Fees and Security Deposits**

- Usage fees are based on a six (6) hour basis for room only
- Large room capacity is Two hundred (200) people
- Small room capacity is Forty-five (45) people
- A refundable security deposit is required at time of contract signing
- Rental fee is collected in full at least two (2) weeks prior to event.

Large room	Sunday to Friday	\$200.00
	Saturdays	\$400.00

Small room	Fees are
	\$60.00 not of profit use
	\$75.00 for profit use

***DHMFA reserves the right to amend rules and fees at any time without advance notice to the public.***

**Additional fees and services options**

- The facility has a set number of tables and chairs.
- DHMFA will provide set up and take down for a fee.
- Renters are responsible for planning for tables, chairs or other equipment exceeding our building inventory.

- Set-up fee: large room \$100.00 small room \$50.00
- Take down fee: large room \$100.00 small room \$50.00
- Additional time \$ 25.00 per hour

### **Nonprofit organizations**

- Legally chartered non-profit groups who primarily serve the Milford/Miami Township, Goshen Township or Stonelick Township areas may reserve the building.
- The usage fee will be waived for meetings,
- Other activity (i.e. fundraisers) will be 50% of the usage fee. Sunday thru Friday only. Saturday will be full Price.

### **Security Deposit and Refund policy**

A refundable security deposit is required for **ALL** events held in the facility. The deposit will be required at time of contract signing and is refundable within seven (7) days of the event if renter follows all rules and regulations and the premises are left in the same condition as it was before event.

### **The security deposit will be forfeited under the following circumstances**

Failure to clean the facility as specified in check list (*see form 3*)

- Failure to secure the facility including activation of security system if applicable.
- Damage to facility or furnishings
- Possession or consumption of intoxicating beverages or use drugs without proper contract permit for consumption of intoxicating beverages.
- Any or all actions of neglect
- Dispatch of Police or Fire Departments as a result of any act of negligence
- Breach of rule and regulations of usage contract
- The Renter hereby warrants that he/she will be personally liable for the cost of repair of any damage over the above that covered by the security deposit, as determined by the DHMFA Board of Trustee.
- Renter recognizes that the DHMFA is in no way responsible for lost, damaged or stolen personal items
- If Renter fails to reimburse DHMFA for any damage over and above that cover by the security deposit the DHMFA organization may pursue criminal charges against Renter
- No refunds whatsoever will be given if agreement is terminated by actions of persons attending the event or actions of the Renter, its agent or servants or employees.

## **Refund Policy**

Full refund if building found clean

- Partial refund if damage need to be fixed
- Full refund withheld if damage exceeds refund amount
  - **MINOR REPAIR,**
- Clean up floors,
- Clogged drains,
- Damage to chair or table (still usable)
- Miscellaneous damage
  - **Major Repair**
- Damage to walls which need patch and paint,
- Broken chairs, tables (unusable),
- Utility damage
- Appliance damage which need professional repair.

If at any time after the date this contract is signed and before or during the time the hall is contracted, Day Heights Firemen's Memorial Building should be materially hampered, interrupted or interfered with in carry out or completion of this contract by reason of fire, casualty, black-out, Strike unavoidable accident, riot, war, act of God or any local or national emergency or unusual condition or any other cause or the same or similar kind then that event this agreement at the option of the DHMFA shall become null and void. The usage fee and security deposit shall be **returned in full to the Renter** with in seven (7) days subsequent to any of the events.

**If Cancellation is necessary,** renter must cancel **at least TWO (2) Weeks** in advance or one-half of the usage fee is forfeited.  
Any changes in dates or times must be done in writing.

## **Operational requirements for entering /leaving facility:**

- The building has a built-in security system that controls access to the facility when not in use. The security system is activated by an alarm code that is provided to the Renter at the time contract is signed.
- The renter is responsible for obtaining these codes prior to the scheduled event.
- The Renter will be provided with a door activation code and will be required to provide times that the doors will be unlocked to accommodate their guest at the time the contract is signed.
- If you develop a problem either in deactivation or activating the security system, please refer to the call list that is posted on the wall for assistance

- Failure to activate the security system after your event will forfeit \$25.00 of the security deposit If the police are called to respond to the false alarm.

**Alcohol is permitted by special permit only (*see from 4 & 4A*)**

- The use of intoxicating beverages requires a separate contract and permit for event
- The sale of intoxicating beverages is prohibited
- The permit holder shall be responsible for maintaining order at the facility both inside the building and on the grounds.
- The permit holder shall remain on premises all times.
- Persons using the facility are responsible for complying with state and county, Township and DHMFA rules and regulations
- Intoxicating beverages shall not be furnished to minors under the age of twenty-one (21) years of age
- Intoxicating beverages shall not be furnished to intoxicated person, habitual alcoholics or to whom the Ohio State Liquor Control Department has prohibited sale of intoxicating beverages.
- It is the Renter's responsibility to ensure that alcohol is not served to anyone who is visibly or knowingly intoxicated
- The Renter also must make sure that no intoxicated individual is allowed to drive off the premises.
  - This can be accomplished by providing a designated driver or hiring some type of service to transport the person(s)
- Furnished alcohol will cease one (1) hour before the end of event.
- Renter is responsible for compliance with all Ohio Laws pertaining to use or consumption of intoxicating beverages.
- **DHMFA is NOT RESPONSIBLE** for those whose actions result in a criminal act, accident and/or injury and/or damages, as a result of intoxicating beverages this is the Renters responsible.