

## Village of Sterling Facility Rental Policy

**General:** The Village recognizes the benefit of granting individuals and groups exclusive use of some Village facilities, but believes such use of its facilities should not interfere with the daily routine of any Village activity or operation, or the seasonal activities of community events. Renters should expect the possibility of a moderate level of impact from Village operations and other community events occurring at the same time, in and around the rented facility.

The Village also recognizes establishing a policy and fees for use of its facilities is appropriate in most circumstances. The policy maintains fair and balanced use of Village facilities by the public and the Village Clerk's office administers the policy. The Village has discretion to approve or deny applications for use of Village facilities based on the best interests of the Village. Usage fees exist to help recover the costs to provide and maintain facilities.

Facility reservation does not include any exclusive parking rights. Exclusive use of individual facilities located in public parks is limited to the rented facility and does not include exclusive right to other park facilities. Restrooms located in public parks are not reserved for the exclusive use of facility renters.

Please read this policy before completing an application for use of Village facilities.

### **Application:**

1. All users of Village facilities must complete and sign an application, approved as to form by the Village Clerk.
2. Renters (the person completing and signing the application for use of Village facilities) must be eighteen years of age or older.
3. The application is an agreement between the Village and the renter, and by signing the application, the renter agrees to:
  - a. Follow this policy.
  - b. Reimburse the Village for the total cost of damage to or replacement of Village property for which the renter is responsible.
  - c. Reimburse the Village for any additional costs incurred for which the renter is responsible, including but not limited to:
    - i. rental fees for exceeding the rental time, and
    - ii. cleaning costs beyond those covered in the Village's contract for cleaning services.
  - d. Assume all responsibility and risk regarding personal and property liabilities at the facility during the time stated on the application.
4. Applications must include payment in full for all fees. Fees include all charges and deposits as set by the Village Council. Payments made by check must be in the renter's name or the name of the renter's organization, if applicable.
5. For single-day events, the Village accepts applications at any time for any future date. However, before using the facility, renters are responsible to pay any increase in fees established after the application submission date and before the rental date.
6. For multi-day or recurring events, the Village accepts applications up to one-year in advance. However, renters are responsible to pay any increase in fees established after the application submission date and before the rental date.

7. Applications are not transferable. If the renter responsible for an approved application is no longer affiliated with the rental, a new application must be submitted and approved.

### **Renter Rights and Responsibilities:**

1. Renters are responsible for monitoring the conduct of all guests, enforcing the maximum room occupancy limits, and enforcing this policy.
2. Renters must be present during the entire time of the rental and must ensure all guests have exited the facility/room before leaving; and for rooms in Village Hall, must ensure the exterior doors are locked unless there is another user occupying a room in the building exiting at a later time.
3. Renters may cancel an approved application in writing, subject to the following:
  - If the renter requests a cancellation ten business days or more before the date reserved, the Village will refund fees, minus \$5.00 to cover administrative expenses.
  - If the renter requests a cancellation less than ten business days before the date reserved, the Village will refund only such fees designated as refundable.
4. Renters are responsible for the keys, as follows:
  - Pick up the key no later than the business day prior to the rental date,
  - Return the key no later than three business days after the rental date.
  - The Village will provide a key to the renter only.
  - The Village will charge a \$20.00 fee for lost keys.
5. Renters have access to the rented facility; and for rooms in Village Hall, the rented room, restrooms, and hallways used to access the room.
6. For rooms in Village Hall, renters have access to the tables and chairs located in the room. Tables and chairs located in other rooms within Village Hall are not available and are not permitted to be moved. It is also not permitted to bring in additional seating or tables.
7. Renters have access to the facility for the time and date. Renters should consider the time required to prepare and clean the facility, and include such time when deciding what starting and ending times to designate on the application.
8. Renters must keep all doors clear for access and keep all exterior doors closed. Blocking any door and propping open exterior doors is prohibited.
9. Renters may bring in food and beverages, but may pay additional charges for cleaning of any spills, stains, etc.
10. Renters may decorate the facility but must attach the decorations in a manner that does not damage the facility. Renters may pay additional charges for cleaning adhesives and residue, repairing holes, etc.
11. Renters may bring in audio / video equipment, and must comply with keeping the public peace and good order.
12. Renters must remove all supplies, decorations, food, and beverages; and for rooms in Village Hall, wipe down all surfaces, sweep, mop if necessary, and take garbage to the dumpster in the parking lot. Any needed cleaning supplies are kept in the designated cupboards in the room.
13. Minors (persons under the age of eighteen) must be supervised at all times.
14. Facilities are not available earlier than 6:00 a.m. or later than 11:30 p.m.

### **Village Rights and Responsibilities**

1. The Village retains first priority use of its facilities.

2. The Village will post in a conspicuous place, a notice of the renter's right to exclusive use of the facility for the time and date rented.
3. The Village may hold and allow concurrent functions in all its facilities.
4. The Village prohibits the use of tobacco, marijuana, and alcohol in all its facilities.
5. The Village prohibits open flames of any kind in all its facilities.
6. The Village will enforce the Village Code, addressing the public peace and good order, if activities become disorderly.
7. The Village is not responsible for items left behind in its facilities and may discard them when discovered.
8. The Village may require additional charges, retain a portion or the full amount of any refundable fee, and deny future applications if the renter violates this policy, or any other applicable law or regulation.
9. The Village will refund any remaining fees designated as refundable within thirty days after the rental date.
10. The Village may waive fees for governmental, quasi-governmental, cultural, civic, charitable, etc., organizations providing services benefiting the community, as approved by the Village Council.
11. The Village may deny any application for any reason at any time.
12. The Village may cancel any approved application if it determines the cancellation to be in the best interest of the public health, safety, and welfare, and may provide a full refund of all fees if it determines the refund appropriate.

Passed by Motion of the Village Council on July 13, 2021 effective immediately.