# CHARTER TOWNSHIP OF COMMERCE APPLICATION FOR RICHARDSON COMMUNITY CENTER USE

Use subject to policies and procedures attached to application

Call: 248-926-0063 for Rental Information <u>Email: Parks@Commercetwp.com</u> Monday-Friday: 8:00am-4:30pm.

## APPLICATION CANNOT BE ACTED UPON UNLESS COMPLETED IN FULL

NAME:			
If organization, contact person:			
ADDRESS:			
PHONE:	PURPOSE*		
EMAIL:			
*NOTICE: If food will be serv Oakland County Health Depart			eral public, applicants <b>must</b> contact the od License may be required.
DATE REQUESTED: TIME OF RENTAL:		FULL DAY	HALF DAY
TIME OF EVENT: FROM_ ROOM REQUESTED: BAL	TO L ROOM	BANQUET ROOM	:
ANTICIPATED ATTENDAN WILL BE SERVING ALCOH	VCE: HOL: YES N	0	
those policies established for its us must obtain a key for the Center fr  I also understand that we	se. I understand that I ha rom the Richardson Cent are responsible for settir	ve the use of the building ter and that I am respons ng up for our group and f	nmunity Center and agree to abide by all g only on the date I have reserved, that I ible for return of the key.  For taking down the equipment we set up. and we agree to leave the building in good
I pledge that I will be in conformation is found not to be true FOR THE EVENT THAT I HAVI	, <u>I WILL FORFEIT TH</u>	king place at the Center E SECURITY DEPOSIT	during this use. I understand that if this TO THE TOWNSHIP AND THE DATE
cost or expense, or any damage wh Commerce by reason of any damage, in of this contract, and regardless of v	nich may be asserted, cla ge to property, personal njury or death arises out which claim, demand, lo	aimed or recovered again injury or bodily injury, i of or is incident to or in oss, cost, or expense is ca	ommerce for any claim, demand, suit, loss, ast or from the Charter Township of including death, sustained by any person any way connected with the performance used in whole or in part by the negligence is, servants, employees, or actors of any of
Signature of person requesting	ng use	Date	

#### GENERAL RELEASE AND WAIVER OF LIABILITY

#### CHARTER TOWNSHIP OF COMMERCE RICHARDSON SENIOR CITIZEN CENTER

By the use of the facilities and services of the Charter Township of Commerce Richardson Senior Citizen Center ("Center") and/or by my attendance at any of the programs, activities or functions of the Center I expressly agree that the Charter Township of Commerce ("Township"), it's elected officials, officers, employees, and agents shall not be liable for any injuries or other damages or losses sustained by me or my guests in, on or about the property of the Township, Center or in connection with any of the programs, activities, or functions regardless of where such injuries, damages, or losses may occur. By the execution of the General Release and Waiver of Liability, I accept full responsibility for any such injuries, damages, and/or losses which may occur to me or my guests, on or about the property of the Township, Center, or in connection with any of the program, activities, or functions regardless of where such injuries, damages or losses may occur.

I hereby release the Charter Township of Commerce, its elected officials, officers, employees, and agents from any and all responsibility or liability for injuries, damages and/or losses to me resulting from my participation in programs, activities or functions of the Center regardless of where such injuries, damages or losses may occur.

I agree not to make a claim against nor sue the Township, its elected officials, officers, employees, and agents from injuries, damages and/or losses relating to my participation or use of the Center's facilities or incurred in connection with any of the programs, activities, or functions of the Center regardless of where such injuries, damages, or losses may occur.

I have carefully read this General Release and Waiver of Liability and fully understand its contents. I am aware that this is a release of liability and a contract between the Township and me, and I sign it of my own free will. I understand that this General Release and Waiver is intended by the Township to disclaim liability of all negligence, including its own.

Print Name: _		
Signature:	 	
Date:		
14.00		
Witness:		

# Richardson Center Rental Rates - 2023 Friday, Saturday and Sunday Rentals

# Multi Purpose Room A Capacity with tables 202/ seating for 136

All Day Rental: \$800 with an additional security deposit

**Half Day Rental:** \$600 with an additional security deposit

Friday Rental: \$500 with an additional security deposit

# Multi Purpose Room B Capacity with tables 138/ seating for 96

All Day Rental: \$600 with an additional security deposit

Half Day Rental: \$500 with an additional security deposit

Friday Rental: \$450 with an additional security deposit

# **Security Deposit:**

**Events without Alcohol: \$300** 

**Events with Alcohol:** \$500

## **Rental Time:**

Half Day Rental: 9AM – 7PM or 3PM – 1AM

Full Day Rental: 9AM – 1AM

Friday Rental: 5PM – 1AM

# **Full Building Rental**

**Full Day:** \$1200 with an additional security deposit **Half Day:** \$900 with an additional security deposit **Friday:** \$750 with an additional security deposit

# CHARTER TOWNSHIP OF COMMERCE RICHARDSON COMMUNITY CENTER RENTAL POLICIES

The Charter Township of Commerce recognizes that Township buildings primarily belong to the citizens of the Township and should be made available to them. To exercise control of the use of Township owned buildings, the following policies have been adopted.

The use of the Richardson Community Center ("Community Center") shall conform to the policies set forth in this policy statement:

### **General Policies**

- A. Township community and recreation facilities shall be made available to the public consistent with any State statutes, County Health Department requirements, Township ordinances and policies of the Commerce Township Board ("Township Board").
- B. Renters must meet the requirements and conditions set forth by the Township Board.
- C. The group or individuals must be responsible individuals and represent responsible organizations.
- D. The group or individuals must guarantee orderly behavior.
- E. The Township of Commerce assumes no responsibility, financial or otherwise, for accidents or injuries sustained by individuals, or groups of individuals, while using the Community Center.
- F. The Township reserves the right to cancel or deny use with or without notice and to limit the frequency of the building use by an organization, under any circumstances. The Township may also refuse the use of the building to any person or organization they believe may cause damage to the Community Center.
- G. The activities must be lawful and in conformity with the regulations of the Township Board.
- H. Applicants must be at least 21 years of age to rent the facility.
- I. Groups comprised of persons 17 years old and younger must have one adult over the age of 21, for every 10 participants.
- J. Church and school groups must use their own facilities and may not use the Community Center without express permission of the Township Supervisor or Director of Senior Services/Parks and Recreation. Proof that church and/or school facilities are not reasonably available at any time or date must be provided if an exception is to be considered.
- K. Nothing may be removed, changed, rearranged, or revised in a community building without specific approval from the Township Supervisor or Director of Senior Services/Parks and Recreation. Renters of the Community Center are required to set up and take down all special seating, tables, etc., and are also required to return tables and chairs to their customary places if moved.
- L. Signs/Decorations/Displays
  - i) No exterior advertising or printed messages regardless of the message, theme, or content are permitted upon or outside of the Community Center.
  - ii) No exterior balloons, streamers, banners, flowers, or other decorations are permitted upon or outside of the Community Center.

- i) No nails, tacks or tape of any kind shall be used to fasten anything whatsoever to the walls, woodwork or ceiling.
- ii) Confetti/glitter is prohibited.

#### M. Grounds

- i) Overnight parking is not allowed.
- ii) Parking is shared by Parks and Recreation patrons and parking is not guaranteed in the Community Center lot.
- iii) Swimming is not permitted.
- iv) Camping is not permitted unless special permission is given by the Parks and Recreation Committee.
- v) The launching of any boats or crafts from Township property adjoining a lake is permitted only in designated areas or upon the recommendation of the Parks and Recreation Committee.
- vi) Any temporary structure, bounce house or other inflatable structure requires submittal of a Bounce House and Tent Use form, with prior approval from the Township Supervisor or Parks and Recreation Director. Failure to receive prior approval will result in 100% forfeiture of the security deposit.
- N. Setup and Takedown may only occur on the day and time of the rental contract. Access cannot be gained to the building prior to the rental time for set-up. Entry into the building, prior to rental time, will result in 100% forfeiture of security deposit. This includes any temporary structures, bounce houses or inflatable structures set up within the park or upon the Community Center property.
- O. Admission charges or collections are prohibited unless permission is specifically granted upon permits. Such permission will be granted only when the proceeds (after minimum sum had been deducted for necessary expenses) will be used solely for religious, charitable, philanthropic, civic, or other non-commercial, non-personal purposes. Collection privileges will be specifically restricted. In any case, a satisfactory financial statement of receipts will be required within thirty (30) days of the event.

# **Food and Alcohol Policy**

- A. Groups of individuals that intend to serve food at functions that will be open to the general public are subject to Oakland County Health Department regulations. Renters who intend to use the Richardson Community Center for public functions *must* contact the Health Department at (248) 926-3305 and obtain a Temporary Food License if required.
- B. Groups of individuals that intend to serve alcohol at any function held at the Community Center will be required to pay a \$500 security deposit.
- C. Service and consumption of alcohol: When alcohol consumption is contemplated, a liquor license is required when (a) money is changing hands in any form and/or (b) when the event is open to the public.
  - i) Private Events Renter provides alcohol and no money paid by guests.
    - For private events where the renter wants to provide alcohol as part of the event and seeks no compensation in any form, the service of alcohol without a liquor license is permitted. These types of events include, by way of example, baby showers, anniversary, holiday, and birthday parties where the host provides the alcohol. A liquor license is required if the host seeks or receives compensation in any manner. This means there can be no cash bar, no ticket to get into the event, and no contributions from guests. Additionally, this event must be private; not open to the general public.

If the host does not want to personally purchase and/or serve the alcohol, he or she must engage the services of a catering company with a catering permit issued by the Michigan Liquor Control Commission.

ii) Private Fundraising Events – Renter provides alcohol as part of the fundraising event.

For private fundraising events where the renter wants to provide alcohol as part of the fundraising event and seeks to raise money for a particular cause, a special event liquor license is required. Such events include, by way of example, fundraisers for schools, sports teams, and medical treatment. A special event liquor license is required regardless of whether the cost of the alcohol is paid for directly or indirectly by means of a cash bar, food service ticket, admission ticket to the event, or any other money that is provided to the event by guests. There is no "free" alcohol when money is changing hands, regardless of the manner.

iii) Public Events – Alcohol is served or available for purchase.

Any event open to the public at which alcohol is being provided by the renter requires a special event license. Such events include, by way of example, card games, euchre tournaments, movie nights, and bingo games.

- iv) A "special event/one-day event" Insurance Policy is required for events where alcohol is served. At least seven (7) days prior to the event, the renter, group, entity, or organization responsible for or funding the event shall provide a copy of a Certificate of Insurance to the Township, which shall.
  - Include the Township, its trustees, agents, volunteers, and employees as additional insureds;
  - Evidence that the insurance certified thereunder shall be primary insurance and that any insurance carried by the Township shall be excess and not contributing;
  - Evidence coverage in the following amounts:
    - ✓ Occurrence based Commercial General Liability coverage covering liability arising out of the function/event, with an endorsement applying the policy's aggregate limits to the Richardson Community Center property, and having a minimum liability limit of \$1,000,000 combined single limit per occurrence, and a general aggregate limit of at least \$2,000,000.

Exception for when a renter hires a catering company: For events where alcohol is served by a catering company, a catering permit issued by the Michigan Liquor Control Commission is required, and the catering company is required to carry the liability insurance necessary for the event.

- D. Service and consumption of food: The supply and service of food within the Community Center shall be determined by the renter. The renter may bring in their own food or a caterer of their choice.
- E. No one under the age of 21 may consume alcohol on premises.
- F. Any renter/guest that brings alcohol into the Community Center not in compliance with this policy, will forfeit 100% of all deposits.

# **Fire Prevention Policies and Regulations**

- A. The use of open flames, such as lighted candles, is forbidden.
- B. Electrical extensions and decorations must be flame-proof.

- C. Decorations, such as posters and banners, require special permission. Flimsy decorations such as straw, leaves, excelsior, or streamers are not permitted. No paper lanterns or draped lamps are to be used. No decorations are to be placed in contact with any light. The placement of posters, banners or signs on drapes, windows, walls, etc. requires special approval.
- D. Exits, corridors, and hallways must be free of obstructions at all times.
- E. Persons shall not stand or congregate in the aisles or exits.
- F. Maximum capacity as determined by the Fire Marshall and Building Inspector must be observed.
- G. Smoking/vaping is not permitted in public buildings or on decks. Any violation may result in forfeiture of the rental security deposit.

# **Cleanup Policies**

- A. All items brought in, including decorations, must be removed.
- B. The kitchen area shall be cleaned at the end of the event.
- C. All garbage shall be removed and taken to the dumpster at the end of the event.
- D. All items belonging to or associated with the renter must be removed the night of the event; Commerce Township is not responsible for any items that are left behind.
- E. All windows and doors must be closed and locked. Failure to secure the building will result in 100% forfeiture of security deposit.
- F. Any damage to the building must be reported to the Oakland County Sheriff's Office immediately, and the report number and notice of damage must be reported to the Director of Senior Services/Parks and Recreation the following business day.
- G. In the event police are called to the Community Center for altercations that occur during the event, this will result in 100% forfeiture of the security deposit.
- H. Should the renter require assistance for a building issue during the event, please contact the Commerce Township Fire Department at (248) 560-0051.

**UPDATED: JUNE 13, 2023** 

# CHARTER TOWNSHIP OF COMMERCE RICHARDSON COMMUNITY CENTER POLICIES

The following policies have been adopted to regulate the use of the Richardson Community Center; to provide for the collection of fees for certain activates; to prescribe rules and regulations and conditions for issuance of permission to use the Richardson Community Center; and to provide for security deposits to insure satisfactory performance of the terms of use permission.

#### **SECTION 1 – DEFINITIONS**

- 1.1 "Township" means the Charter Township of Commerce
- 1.2 "Facilities Use Policy" means the Charter Township of Commerce Community & Recreation Facilities General Use Policy
- 1.3 "Community Group" means a non-profit organization generally recognized as serving the interests of Commerce Township. The group shall be a "Service Organization:" a branch, lodge, or chapter of national or state organization engaging in fraternal, civic, or service purposes, a local civic organization unaffiliated with a state or national organization, or similar group. The Supervisor or designee will make a determination if an applicant meets the definition of a "Community Group"
- 1.4 "Parks Committee" means the Charter Township of Commerce Parks and Recreation Committee.
- 1.5 "Permission" means a written statement issued by the Township Supervisor or Director of Senior Services/Parks and Recreation setting forth the specific activity, the date and time, and the special conditions under which the activity is permitted.
- 1.6 "Community Center" means the Richardson Community Center
- 1.7 "Key Registration Policy" means the administrative procedure followed to obtain the use of a key for the Richardson Community Center. A \$20.00 deposit is required for all non-paid rentals. Key must be returned within two (2) days of the event or the deposit will be forfeited. All key holders will be charges a late return fee of \$10.00 per day.
- 1.8 "Temporary Food Establishment" means a food establishment that operates for a period of no more than 14 consecutive days in conjunction with a single event or celebration. "Food establishment" means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption.

1.9 "Public Function" means any event open to the general public. If food will be served at a public function, the function will be subject to Oakland County Health Department regulation for temporary food establishments. Applicants must contact the Oakland County Health Department at (248) 926-3305 and obtain a temporary food license if required.

## **SECTION 2 – HOURS OF OPERATION**

2.1 The Community Center shall be available for community use as follows:

Monday – Thursday 5:00 PM – 9:00 PM Friday 5:00 PM – 1:00 AM Saturday & Sunday 9:00 AM – 1:00 AM

#### SECTION 3 – SCHEDULING

- 3.1 The Community Center shall be scheduled on a "First Come, First Serve" basis, Monday through Thursday, for Community groups and Friday through Sunday for paid rentals. Community Groups wishing to use the Community Center on a Friday, Saturday or Sunday may request a waiver of the rental fee from the Parks and Recreation Committee.
- 3.2 The Community Center cannot be scheduled more than one (1) year (365 days) in advance for private parties, Business or Commercial or Fundraising use cannot be scheduled more than 60 days in advance and Community group use on Friday, Saturday or Sunday cannot be scheduled more than 60 days in advance.
- 3.3 Where a Community Group has regular monthly meetings scheduled, the meetings must be confirmed annually, in writing, by the Community Group.

#### **SECTION 4- COMMUNITY GROUP USE**

4.1 The Community Center shall be available to Community Groups at no rental charge Monday through Thursday from 5:00 PM through 9:00 PM.

Use of the Center by Community Groups on Friday, Saturday, or Sunday shall require Community Group Use fee of \$125.00 and a Security Deposit of \$125.00 that is refundable as long as the Richardson Center is left in the manner stated in the Richardson Center Policies. Community Group Rental Requests will be presented to the Commerce Township Parks and Recreation Committee for approval. Once the request is approved the Community Group must pay total fee of \$250.00 within five business days of approval date or the reservation will be forfeited. Cancellation of a waived event will result with the Township retaining a \$125.00 fee. Requests for these events cannot be made more than 60 days.

4.2 If an organization feels that it qualifies as a Community Group and there is any question as to whether it fills the definition of the intent of the definition, the *Township Supervisor or Director of Senior Services/Parks and Recreation* will review the request and make a determination, which shall be final.

- 4.3 Community Groups shall follow all requirements as set forth in the Facilities Use Policy and Key Registration/Clean Up Policy. Should a group fail to follow the requirements or procedures as set forth, a fine equal to the rental charge may be levied and/or it will be denied future use of the Community Center. The Parks Committee shall hear all appeals to any penalties levied.
- 4.4 Community Groups that owe late fees, fines, or penalties shall be prohibited from Community Center use until such late fees, fines, or penalties are paid in full.
- 4.5 Families of deceased Commerce Township resident may use the Community Center for a use fee of \$125.00 for an "after funeral dinner," along with \$300.00 security deposit, provided the time of the dinner does not conflict with any other previously scheduled event.

#### SECTION 5 – USE BY THOSE OTHER THAN A COMMUNITY GROUP

The Community Center shall be available for use as follows: Re-renting or assignment of any reserved date to another individual is prohibited. Entry or Exit outside of contractual rental times will result in total forfeiture of security deposit:

 Monday – Thursday
 5:00 PM – 9:00 PM

 Friday
 5:00 PM – 1:00AM

 Saturday & Sunday
 9:00 AM – 1:00AM

#### PLEASE SEE ATTACHED SHEET FOR RENTAL RATES

- 5.1 A 50% Non-Refundable partial payment is required at time of reserving the hall. The balance is due 30 days prior to your event, if the rental is not paid in full 30 days prior to your event, your date will be forfeited.
- 5.2 All rentals made within 30 days of event must be paid in cash.
- 5.3 Keys may be obtained from the Richardson Community Center on the last Township business day prior to the event.
- 5.4 The Community Center Rental Checklist has a list of items that must be completed after use of the facility. If any of the items are not in proper order, than an amount required to correct the problem will be deducted from the security deposit. The \$300.00 security deposit will not limit the liability of the users in the event that damages exceed the security deposit. Clean up must be completed immediately after the event.
- 5.5 Cancellations of a reserved date shall result in a complete forfeiture of the deposit that was paid. Cancellations made (13) days up to and including the day of the scheduled event will result in a 100% forfeiture. Requests to change rental dates made prior to 30 days before the scheduled event will be honored. Appeals in writing may be made to the Township Supervisor or Director of Senior Services/Parks and Recreation.

# Richardson Community Center Weekend Rental Checklist

Name:	Rental Date:
NOTICE: FACILITY DAMAGE TO WALLS, CARPET ADDITIONAL CHARGES.	T AND EQUIPMENT WILL BE ASSESSED BY SITUATION AND MAY RESULT IN
complete or partial forfeiture of your security Groups will be assessed a fine for non-complia	g the Center. Failure to comply with items on this checklist will result in deposit and/or denial of future requests to use the center. Community ance. If any of these items are not in proper order, then an amount cted from the security deposit. The \$300.00 security deposit will not at damages exceed the security deposit.
PICK UP ENTIRE HALL PROPERLY.  Anything brought into the facility must  Be Removed:  Signs Tape	COMMENTS
<ul> <li>Balloons</li> <li>Straws</li> <li>Napkins</li> <li>Food</li> <li>Confetti</li> <li>Decorations</li> </ul> FEE: \$75.00	
REPLACE ALL ITEMS that have been Moved, back to their original spots:	
INSPECT THE RESTROOMS: Restrooms Must be left as neat and tidy as found upon arrival. Inspect the restrooms to assure that No clean up is needed. Additional charges may Apply if necessary. FEE: \$25.00	y
TAKE ALL GARBAGE TO THE DUMPSTER. Including trash from restrooms. Do not drag Bags across the floor, they stain the carpet. FEE: \$75.00	
LOCK all  O Doors  O Windows  O Turn off all lights  FEE: \$300.00	
Entry/Exit outside of contractual rental times. <b>FEE: \$300.00</b>	