

Rates (as of August 1, 2016)
Great Room

Rental Rate	Weekend Fees Friday, Saturday and Sunday	Weekday Fees Monday through Thursday
Resident: 100 or less	\$ 475.00	\$ 260.00
Resident: 100 or more	\$ 600.00	\$ 325.00
Non-Resident: 100 or less	\$ 575.00	\$ 360.00
Non-Resident: 100 or more	\$ 700.00	\$ 425.00
Refundable Damage Deposit	\$ 200.00	\$ 200.00
Non Profit Group	Regular Rates	\$50.00+ refundable damage deposit

West End – Meeting Room

Rental Rate	Weekend Fees Friday, Saturday and Sunday	Weekday Fees Monday through Thursday
Resident: 40 or less	\$ 150.00	\$100.00
Non Resident : 40 or less	\$ 200.00	\$150.00

Wilson Park – Wedding Site

Rental Rate	Weekend Fees Friday, Saturday and Sunday	Weekday Fees Monday through Thursday
Resident	\$75.00	\$ 35.00
Non Resident	\$100.00	\$60.00
Outdoor Chairs (150 Available)	\$1.25 Per Chair	\$1.25 Per Chair

- A minimum, non-refundable deposit of \$100.00 and the \$200.00 Refundable Damage Deposit is due at the time that the application is approved
- All fees, including the refundable damage deposit, must be paid a minimum of 90 days prior to the event. Failure to do so will result in the loss of your deposit and reservation date.
- All cancellations must be made in writing and received by the Parks and Recreation department at least 90 days prior to the event.
- Dates and party size may be adjusted up to 90 days prior to event with no penalty.
- No cost adjustment will be made if there is less than the estimated guest count. Additional charges will be added if the number of guests exceeds the capacity of the paid rental rate.
- Damage deposit will be refunded 4 to 6 weeks after event, provided that the Center was left in an acceptable condition.

IMPORTANT

In consideration of the ability to use the Milan Senior/Community Activity Center, I, for myself and for my agents, representatives, heirs and assigns, and the organization, if any, on whose behalf I have requested its use, do hereby expressly agree to defend, indemnify and hold harmless, and further hereby do expressly demise, release and forever discharge the City of Milan and its officers, officials, employees, agents, representatives, successors and assigns, from and against any and all liabilities, losses, claims, suits, judgment, damages, costs, expenses, legal fees, and controversies of every and any kind, known and unknown, suspected and unsuspected, at law and in equity, which may now or in the future be asserted against all or any of them and which arise out of or pertain in any way, directly or indirectly, to my/our use of the Milan Senior/Community Activity Center and/or to the negligence of the City of Milan and/or any of its officers, officials, employees, agents or representatives.

By signing this two (2) sided Application and Agreement, I acknowledge that I have read it in its entirety and that I have received a copy of the Milan Senior/Community Activity Center Usage Policy, which is incorporated into this Application and Agreement and agree that I, and my organization, if any, will abide by that Policy and will pay all usage fees and damage assessments when due, including all costs and fees incurred by the City of Milan in their collection. I further acknowledge that no reservation exists until confirmed in writing by receipt from the Parks & Recreation Department; and that any misrepresentation in this Application and Agreement may result in cancellation of reservation and/or forfeiture of all deposits.

(Signature)

(Date)

(Organization Represented)

Please take the time to read all the rules. Initial the rules below, to make sure that you are aware of them.

- _____ Freestanding decorations are permitted. No signs, banners or other articles may be affixed or attached to walls, doors, posts, tables, ceiling or floors by means of staples, tape, nails, or **any** other type of affixing material.
- _____ ***No food or drinks are allowed on the carpeted areas.*** Food or beverage shall not be carried, served or consumed on carpeted areas.
- _____ Tables and chairs are not permitted outside. Rental of outside chairs at \$1.25 per chair. See section K.
- _____ Alcoholic Beverages can be served; see rules in section J. No Cash Bar.
- _____ All fees, including the refundable damage deposit, must be paid a minimum of 90 days prior to the event. Failure to do so will result in the loss of your deposit and reservation date.
- _____ We do not supply any dishes, utensils, pots/pans, dish soap, towel, etc. Kitchen usage includes small commercial ice machine, used for drinks only, not for icing down kegs.
- _____ Kitchen - all surfaces, equipment, stove and grill (if used) are to be left spotless when you leave.
- _____ No fog machines may be used. The machines will set off the fire alarm system in the building.
- _____ Candles must be in an enclosed container.
- _____ The ordinance states that signs may not be put in the greenbelt (area from sidewalk to the street), posted on traffic signs, telephone poles or trees. All signs must be removed after event is over.
- _____ Maximum Capacity is limited as follows by the Milan City Fire Code: *200 persons for seated table events, 300 for lecture style or standing room events.*
- _____ the Center must be cleaned and vacated by 1:00 a.m. Failure to do so may result in forfeiture of deposit and/or imposition of additional charges.

Signature _____ Date _____

Rental Date _____



MILAN SENIOR/COMMUNITY ACTIVITY CENTER

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Revised 1/2018

USAGE POLICY

1. General Policy

The Milan Senior & Community Activity Center (the "Center"), like all indoor and outdoor recreational facilities owned by the City of Milan, is maintained and equipped for the purpose of benefiting the public by providing opportunities for recreational activity. When available in accordance with this policy, the Center's facilities will be open for reserved use by members of the public and community organizations for uses and activities meeting the criteria outlined in this policy. It is the City's policy that provision of the facilities shall not be for profit and that fees charged for use of the facilities shall be only as are necessary to operate, staff and maintain the facilities.

Capacity is limited as follows by the Milan City Fire Code: 200 persons for seated table events, 300 for lecture style or standing room events)

2. Authority

The Parks & Recreation Department shall schedule the use of the Center's facilities in accordance with this policy as well as the Milan City Charter.

A. Facility Availability and Usage Conditions

- 1) *Facilities and Hours:* The Center's Great Room and Meeting Room, along with the other available amenities, will be subject to reserved use when they are available as determined by the Parks & Recreation Department.
- 2) *Supervision:* A Milan staff member *must* be present during all events. A Milan Parks and Recreation building supervisor will be present at all events to assist with building situations and to enforce the regulations set forth in this policy.
- 3) *Scheduling:* May not be requested earlier than one calendar year in advance (i.e. you can make a 2019 reservation beginning 1/1/18). In all cases, scheduling decisions of the Parks & Recreation Director shall be final.

B. Priority of Usage

Use of facility is available for use by the following groups and purposes, listed in descending order of scheduling priority:

- 1) City of Milan sponsored activities.
- 2) City of Milan Parks & Recreation Department sponsored activities.
- 3) Community organizations hosting recreational activities, social functions or cultural events for public attendance.
- 4) Community organizations for private functions.
- 5) City of Milan residents for private functions.

6) Non-residents for private functions

Due to high demand, limited size and limited staff, appropriate private functions will typically include: weddings, wedding receptions, birthday parties, family reunions, showers, anniversary parties, and bar/bat mitzvahs where those attending would primarily be immediate family members. All events are subject to the approval of the Parks and Recreation Director.

It is the policy of the City of Milan that the Center will not be made available to any individual or entity for his/her/its use on a recurring, single- or multi-day basis if the purpose of such use is the individual's or entity's conducting of a business operation (example: restaurant, cafe, store, etc.). In the event of any question regarding a particular use and the Center's availability under this policy, the decision of the Director of Parks & Recreation shall be final.

C. Non-Profit Group Usage

Non-Profit groups in the City of Milan are given a discounted rate of \$50.00 weekday (Monday – Thursday) rental per calendar year. Groups will also have to pay the \$200.00 refundable damage deposit. All fees and application are payable at the time of making the reservation. Groups will be asked to furnish proof of their non-profit status or other information at the request of Parks and Recreation Director.

D. Fee Waiver or Reduction

Any other business or organizations requesting reduced usage fees or fee waivers must submit a written request to the Parks & Recreation Director, detailing the type and nature of the proposed event, its purpose, and the persons to whom the event will be open and, if a fund-raiser, details concerning the proposed beneficiary of funds raised by the event. The Parks and Recreation Director will review the request and make a recommendation to City Council on the fee waiver or reduced use fees. City Administrator *will make the final decision in these requests.*

E. Excluded Groups/Events

Permission for use will not be granted for the following activities or events.

- 1) Children or young-adult activities with insufficient supervision.
- 2) Events not in compliance with City ordinances and/or State law.
- 3) Events not in compliance with the guidelines set forth in this Usage Policy.

3. Responsibility

Groups and individuals reserving the Center shall abide by the following regulations:

A. Damages

- 1) Each individual or group using the Center shall accept full financial responsibility for all usage fees and for all damage to or loss of City-owned equipment or facilities, including all costs and fees, if any, incurred by the City in collecting such fees and damage charges.
- 2) Damage charges shall be invoiced by the City of Milan and shall be paid in full no later than one (1) month after the date of invoice. All such charges must be paid before the individual or group will be granted future use of the center. All damage charges will be pursued to the fullest extent of the law.

B. Liability

Neither the City nor the Parks & Recreation Department shall be liable for any loss, theft, personal injury or property damages that may occur to any member(s) of any group or individuals while on the Center premises. Users shall execute a release of liability in a form acceptable to the City Attorney.

C. Smoking Policy

The entire Milan Senior & Community Activity Center is a Smoke-Free Environment with smoking strictly prohibited by the City Ordinance. Violations may result in cancellation of event, forfeiture of deposit, and/or prosecution.

Article II of Chapter 13 of the Milan City Code: Sec. 13-42.

Smoking in the City buildings prohibited.

No person shall use, carry or possess a lighted cigar, cigarette, pipe or other lighted tobacco or smoking device in any building or other enclosed, indoor area owned or operated by the City of Milan.

Sec. 13-41. Penalty.

Any person violating any of the provisions of this article shall upon conviction thereof, be subject to a fine not to exceed five hundred dollars (500.00) and /or ninety (90) days in the county jail or both such fine and imprisonment for each such violation.

D. Usage Time

Unless specifically arranged otherwise with the Parks and Recreation Department, the facility will be available for renters at the following times:

- 1) *Monday – Thursday*: 5:00 p.m. until 1:00 a.m.
- 2) *Friday*: 12:00 p.m. until 1:00 a.m.
- 3) *Saturday – Sunday*: 9:00 a.m. until 1:00 a.m.

Absent advance approval of a later time, the Center must be cleaned and vacated by 1:00 a.m. Failure to do so may result in forfeiture of deposit and/or imposition of additional charges. The Parks and Recreation Director may approve or disapprove requests for later closing times in its sole discretion, and may condition the granting of any such request upon payment of such additional fees as deem reasonable and appropriate.

E. Inappropriate Usage

At any point during a function or event, an agent of the City of Milan may terminate the function or event before the scheduled ending time at the discretion of the City agent without rescheduling the event or refunding any part of the use fee. The following is a nonexclusive list of possible reasons for termination of an event in progress:

- 1) Violence
- 2) Vandalism
- 3) Drug use
- 4) Excessive noise (after receipt of warning)
- 5) Refusal to comply with any part or term of the Application and Agreement or the Usage Policy
- 6) Violation of any city, state or federal law.

F. Building Clean-Up

Post-event cleaning is the responsibility of the reservation applicant. Hall clean-up shall include removal of all decorations and table cloths, placing all refuse into containers provided, emptying containers into the dumpster and spot mopping any large spills. When taking trash outside to the dumpster, users must use the kitchen entrance. Garbage bags may not be carried out over carpeted areas. The Center must be left in the condition in which it was received. Users should check out with the building supervisor before leaving the building to do a final walk through of the rented areas.

All kitchen equipment must be cleaned and left in an orderly fashion. This shall include washing out sinks, wiping down all kitchen work areas, running garbage disposal (if used), wiping down stoves and clean grill (if used), storing all items used, emptying all trash into containers supplied, emptying containers into dumpsters and doing a quick sweep of the kitchen floor area. If you have used the grill, stove or oven they must be left clean. No food may be left in the refrigerator.

Failure to appropriately clean the building will result in the forfeiture of the damage deposit, and the possible incurrence of additional charges.

G. Damage Deposit

The group or individual making the reservation shall be financially responsible for all damages to the building, furniture, fixtures and equipment.

Except as otherwise permitted by the City Council under the provisions of Section 2.D of this Usage Policy, a \$200.00 damage deposit shall be made by all individuals and organizations in addition to the standard usage fees. Deposits may be made by cash, check or charge, but will be processed immediately. Such deposit shall be forfeited if the reservation is canceled other than as required and may be applied by the City toward the expenses of damage or breakage to the building or equipment. Such deposit shall also be forfeited if your group exceeds the capacity indicated in the rental agreement.

Within forty-eight (48) hours after each event and function, an inspection of the Center shall be made by a designee of the Parks and Recreation Department, at which time it shall be determined whether any damage has been done to the building and/or its contents. If there has been such damage or if extraordinary cleaning or other expenses need be incurred by the City as a result of the event or function, all or a portion of the deposit may be used therefore. Otherwise, such deposit or a portion thereof will be returned. Deposit will be returned four (4) to six (6) weeks after the rental date.

Damage/breakage liability is not limited to the amount of the deposit.

H. Event Set-Up

The City's custodial staff will set up and take down the room. Users must inform the Parks & Recreation Department of the set-up arrangements at least one week before rental date using the room diagram available in this packet. Once tables are in place, they may only be moved by picking them up and moving them. ***Absolutely no dragging of the tables is allowed!*** Any damage to the floor or tables because of moving them will be deducted from the damage deposit. Users are not required to, and should not take down tables and chairs at the end of the rental period.

I. Equipment Delivery

Unless special arrangements have been made and approved, any and all deliveries to, and pick-ups from the Center must be on the date of the event.

J. Patio Usage

While the patio is available for general usage during events, doors to the patio must remain closed during the event when guests are not entering or leaving the patio area. Food service areas, bars, dance floors, auction areas, and other similar standard parts of events may not be staged on the patio.

K. Wilson Park – Wedding Site

The Wilson Park site available for wedding ceremonies consists of the area the length of the Center, from the Center to the Saline River.

Chair rental - \$1.25 per chair includes the usage of the Parks and Recreation Department's white, plastic-molded patio chairs. Renters are responsible for setting up and taking down all wedding site chairs. Damaged or stolen chairs are subject to a \$10 per chair replacement fee.

L. Confetti Usage

No confetti, rice, birdseed or other similar substances may be thrown or otherwise used inside or outside of the building. This includes decorative plastic table confetti.

M. WIFI

There is no Public WIFI in the Building.

4. Food/Refreshments

A. Kitchen Usage

Applicants planning to serve refreshments or food or who desire special arrangements or use of the kitchen facilities must declare this information at the time of application. We do not supply any dishes, utensils, pots/pans, dish soap, towel, etc. Kitchen usage includes small commercial ice machine, used for drinks only, not for icing down kegs.

Make sure that all surfaces, equipment, stove and grill (if used) are left spotless when you leave.

Recyclables - all boxes must be broken down, cans must be crushed and placed in the recycling bin.

B. Catering

The Parks & Recreation Department can provide applicants with information regarding caterers in the area. All caterers and food handlers must comply with City and State licensing and Public Health rules and requirements.

Renters are responsible for the actions of their caterers, and are subject to the damage and cleaning guidelines outline in sections 3.F and 3.G of this Usage Policy.

C. Limitations

No person occupying or using the Center in connection with an event reserved pursuant to this Usage Policy shall carry, served, or consume any food or beverage in any part of the Center other than the Great Room and Craft Room. *No food or drinks are allowed on the carpeted areas.*

5. Alcoholic Beverages

- A. Alcoholic beverages shall not be used or supplied except as requested at time of application and approved by the Parks & Recreation Department. The “Milan Senior and Activity Center Alcohol Use Form” must be filled out prior to approval.
- B. All use, service and consumption of alcoholic beverages shall be in strict conformance with State law and City ordinances.
- C. No person under twenty-one (21) years of age shall consume any alcoholic beverages, and no person under eighteen (18) years of age shall serve any alcoholic beverages.
- D. The reservation applicant shall be responsible for furnishing designated drivers (who shall not consume any alcoholic beverage on the day of the event) numbering not less than one (1) designated driver for every fifty (50) attendees; for controlling the attendees and for ensuring compliance with all State laws and City ordinances.
- E. No alcoholic beverages shall be served for consideration at events in the Center except in accordance with State liquor licensing statutes and regulations and after receipt of formal approval by the City Council. For “consideration” includes any fee, cover charge, sale of food, ice, mixer, or other liquids used with alcoholic liquor drinks, or the furnishing of glassware for the use of consumption of alcohol in conjunction with the sale of food.
- F. Applicants must furnish their own alcoholic beverages, set-ups, glasses and bartenders to guests. No charge shall be made to any guest/attendee for them except in accordance with paragraph 5.E. above.
- G. No alcoholic beverage shall be consumed in any area except the Great Room, Craft Room and Center Patio. Consumption of alcoholic beverages is strictly prohibited in all other portions of the Center premises, the City Parks, parking lots and the baseball/softball fields.
- H. All bars must be closed at least sixty (60) minutes prior to the scheduled end of the event, and all alcoholic beverages must be removed by the applicant when vacating the Center.

6. Decorating

- A. All decorating shall be done on the day of the event.
- B. No signs, banners or other articles may be affixed or attached to walls, doors, posts, tables, ceiling or floors by means of staples, tape, nails, or any other type of affixing material. Freestanding decorations are permitted.
- C. If posting directional signs around the City, the City of Milan Sign Ordinance must be followed. The ordinance states that signs may not be put in the greenbelt (area from sidewalk to the street), posted on traffic signs, telephone poles or trees. **All signs must be removed after event is over.**
- D. No fog machines may be used. The machines will set off the fire alarm system in the building.
- E. Candles must be in an enclosed container.

7. Use Fees

A. Authority

The usage fees, which are found on page 2 of the rental agreement, are set by the Milan City Council and officially listed in the City of Milan fee schedule. Fees are studied and realigned on a yearly basis.

B. Resident Discount

Because operation of the Milan Senior and Community Activity Center is supported by tax dollars, a discount is given to City of Milan residents and property and business owners. Proof of residency is required for the discount. Acceptable proof of residency includes: current driver's license, state ID, car registration, utility bill, lease agreement, check stub, or property tax statement with name and address. *This does not include persons living in surrounding townships and attending Milan Schools.*

C. Application of Fees

Fees are applied unilaterally based on the criteria presented in the fee schedule including: day of rental, area(s) of rental, guest count of event, and residency status. Fees are only altered based on the provisions set forth in sections 2.C and 2.D.

D. Deposits

A \$300 rental deposit is due at the time of reservation. This rental deposit \$100.00 is non-refundable, and will not be returned in the situation your event is cancelled for any reason. The deposit is applied towards the overall usage fee. A damage deposit of \$200 is also due at the time of reservation as outlined in Section G.