

## **City of Huntington Woods City Building Room Rental Policy**

- I. Purpose and Objective. The City of Huntington Woods' facilities include community rooms in government buildings. The intent of this Policy is to establish uniform content-neutral time, place and manner regulations and procedures for the rental of rooms in City buildings; to identify rooms available for rental for non-City events; to provide sufficient forums for gathering and expression of speech; and, to ensure the efficient uninterrupted administration of the City government and use of City buildings and their premises. The approval of any non-City activities under this Policy is not to be construed as, and is not, an endorsement of any non-City event, renter or group, or of any opinions or viewpoints expressed by any non-City renter, group, or event attendees.
  
- II. Applicability. The following rooms are available for private rental under this Policy (the "Rooms"). Any rooms in any building that are not listed in this section are not available for private rental.
  - a. Gillham Recreation Center Rooms: Warming Room, Multi-Purpose Room, Gym E, Gym W, and Gym-Full.
  - b. Huntington Woods Public Library Meeting Rooms: Woods Gallery, Knox Room, and Friends Room.
  
- III. Permissible Renters. Rooms may be rented by Huntington Woods residents, the Berkley School District, elected officials representing Huntington Woods, and, in the case of the Huntington Woods Public Library, Pleasant Ridge residents. A renter must be at least 18 years old.
  
- IV. Prohibited Uses. Rooms may not be rented in a manner that would constitute an in-kind contribution to any type of political campaign or event, or for any use that would violate City, State, or Federal laws.
  
- V. Procedures for Applications and Review and Decisions on Applications.
  - a. Applications to be made to City Clerk. Applications for Room rentals shall be made to, and decided upon, by the City Clerk. The Clerk may refer the application for review and recommendations to other City departments as appropriate to ensure the ability of a Room to host the proposed event, and to address any public health, safety, and welfare concerns.
  
  - b. Application Availability and Submission Format. Applications shall be available at the City Hall and on the City's website, and may be submitted as hard copies in-person or by mail to the City Clerk's office, or via e-mail to the City Clerk. The City may also develop a fillable online submission form.
  
  - c. Application Content. Applications shall include the following information:
    - i. Name and contact information of the applicant (the "Renter"), who shall attend the event and be responsible for compliance with this Policy;
    - ii. Name and contact information of any organization on behalf of which the application is being submitted (if applicable);

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- iii. Date and time of the event;
  - iv. A brief description of the nature of the event to be held;
  - v. Whether food/beverages will be served;
  - vi. Anticipated number of attendees;
  - vii. A User Agreement, signed by the Renter, acknowledging receipt of this Policy and any Room-specific policies; agreeing to abide by all applicable policies and the terms of the application; and agreeing to hold the City harmless as provided for in this Policy.
- d. Timing of Application. Applications to rent a Room may not be submitted more than twelve (12) weeks in advance of the desired rental date. To guarantee processing, applications must be submitted no closer than five (5) days before the desired rental date. Applications submitted less than five (5) days before the desired rental date are not guaranteed to be processed.
- e. Frequency of Rentals. No Room may be rented by the same Renter, or on behalf of the same organization, more than one (1) time per calendar month.
- f. Priority. City Room use shall have priority over private rentals. Rooms are available to private renters on a first-come, first-served basis, based on the date of the City Clerk's approval of a complete application that complies with all terms of this Policy, including payment of any required feeds and security deposits.
- g. Limitation and Denial of Applications. The City reserves the right to limit and/or deny requests for Room rentals. In reviewing a request, the City shall consider factors including, but not limited to: (a) the applicant's history of compliance with facility use policies; (b) the conformity of the application to this Policy; (c) the consistency of the proposed event with the Room's design, capacity, and available furniture and equipment; (d) the availability of the Room; (e) whether the event would conflict with the administration or needs of the City government.

VI. General Policies Applicable to All Rooms.

- a. Compliance with Laws and Policies. All persons using a Room shall comply with this Policy, all applicable ordinances, rules, and regulations of the City of Huntington Woods, and all applicable state and federal laws. The Renter is responsible for ensuring compliance by all persons participating in an event.
- b. Non-Interference with Facility. All activities of the rental shall be confined to the interior of the rented Room, and shall not interfere with the primary purpose of the building or the use of the non-rented portion of the building by others.
- c. Fees & Security Deposit: The City Commission may adopt, by resolution, a schedule of fees and/or security deposits for any or all Rooms, which may include a schedule of cancellation fees and terms for the use and return of a security deposit. All required fees and security deposits shall be paid in full at the time that the Room rental is approved. A Room rental approval is not complete until all fees

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and deposits are paid. The Room will remain available to other applicants until fees and deposits are paid.

- d. Insurance: Insurance is required for any Room rental that will feature an inflatable device, interactive entertainment, professional catering of food, or the service of alcohol. The Renter (or Renter's vendor, if applicable), shall provide a Certificate of Liability Insurance with minimum limits of \$1 million each occurrence and \$1 million aggregate. The City shall be endorsed as the Certificate Holder and additional insured. The City must receive policy verification, including dates of coverage and financial limits, within one week after the date a Room rental permit has been approved (or at the time of Room rental approval, if less than a week before the event date).
- e. Hold Harmless Agreement: The Renter and any group they represent shall indemnify and hold harmless the City of Huntington Woods, its elected and appointed officials employees, and volunteers and others working on behalf of the City of Huntington Woods, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against the City by reason of personal injury, including bodily injury or death and/or property damages, including loss of use thereof, which arises out of or is in any way connected or associated with the use of a City of Huntington Woods facility.
- f. Room Capacities: Room capacities must be adhered to. The City Clerk shall maintain a list of room capacities for all Rooms available under this Policy, including any variations in room capacity based on room set-up. If Room capacity is exceeded, the Renter shall be responsible for taking measures to reduce attendance of the event to conform with the posted Room capacity. The City reserves the right to act to address any threats to public health, safety, and welfare and/or to otherwise bring the event into compliance with this Policy, and charge the Renter for any costs incurred.
- g. Damage / Prohibited Items. The cost of any damage to the building and/or grounds shall be withheld by the City from any security deposit, and any excess costs shall be charged to the Renter. No nails, tacks, staples, adhesive materials or other material that may physically damage any City structure or property may be used in a Room. The Renter shall remove and properly dispose of any decorations at the conclusion of the event, and is responsible for ensuring that the room is clean and free of damage.
- h. Chaperones for Minors: One chaperone at least 21 years of age must be provided for every 10 minors at any Room rental.
- i. Alcoholic Beverages. No alcoholic beverages are allowed in Rooms unless the Renter has provided the City Clerk proof of proper permitting/licensing from the State of Michigan.

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- j. Non-Smoking Policy. All City facilities, including the Rooms, are smoke-free, vape-free, and tobacco-free facilities.
- k. Animals. No animals are allowed in Rooms, City Buildings, or on City properties, except: 1) police dogs; and, 2) service animals, as defined by Title II and Title III of the Americans with Disabilities Act, subject to applicable City Code requirements unless exempted from such requirements by law.
- l. No Indicators of City Endorsement or Sponsorship. No Renter or any other person/organization shall use the name, address, contact information, seals, or other imagery of the City of Huntington Woods or its facilities as their official address or contact information, and they shall not publicize their event in such a manner as to imply City endorsement or sponsorship. The City shall not promote or appear to promote any non-City events in rented Rooms, and shall not favor, promote, or appear to favor or promote, any views or opinions expressed during events in rented Rooms or of any Room Renter, organization, or advertiser or attendee of an event.
- m. Assignment/Transfer: No rental approval shall be assigned or transferred without the City Clerk's consent.
- n. Cancellation: Cancellation by a Renter shall be made at least two (2) weeks in advance of the reservation date, unless the event is rescheduled. The City reserves the right to cancel any Room rental for any reason in its sole discretion. In cases where the City cancels a Room rental and the rental cannot be rescheduled, the City shall refund any fee and security deposit to the Renter.
- o. Policy Enforcement/Penalties. Failure to comply with this Policy may result in any or all of the following: 1) forfeiture of some or all of any fee and/or security deposit; 2) cancellation of the Room rental; 3) immediate termination of the Room rental, without notice or warning; 4) immediate removal of individuals from the premises by City; 5) payment to the City of the costs of replacement in excess of the security deposit for any and all destroyed, damaged or missing City property caused by the Renter, Renter's guests, independent contractors, or any other person; 6) payment of costs in excess of the security deposit for the time of City staff in bringing an event into compliance with this Policy; 7) rejection of all future requests to use the City's Rooms and other facilities; 8) criminal prosecution for any violations of laws or ordinances; and, 9) any other civil remedies to which the City may be entitled in law or equity.
- p. Room-Specific Policies. The Directors of the Parks and Recreation Department and Library may establish such building-specific or Room-specific regulations as deemed necessary pertaining to the operation of facilities under their control, which are consistent with this Policy, and approved by the City Manager. If any Room-specific policies conflict with this Policy, this Policy shall control.

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- VII. Disputes and Appeals. Questions and disputes regarding this Policy or its application shall be brought to the City Manager. If a Room rental application is denied, the reasons for denial will be provided by the City Clerk in writing. Any applicant may appeal the City Clerk's decision to the City Manager, who shall issue a written decision on the appeal within ten (10) business days. The City Manager's decision shall be final decision. The City Manager may affirm, reverse, or modify the City Clerk's decision based upon a finding that the decision was: any or all of: 1) arbitrary and capricious; 2) an abuse of discretion; 3) based on an erroneous interpretation or application of facts, this Policy, or any other applicable law or regulation, including a) whether granting Room rental approval would threaten the public health, safety, and welfare; and/or b) whether denying approval would cause the applicant to be without any means of communication.