Hampshire Township Hall Use Policy – Revision #2

This policy sets forth the terms and conditions upon which the Hampshire Township Town Hall may be used by groups and organizations other than Hampshire Township. It was developed to fairly allocate limited space and to preserve the quality of the facility.

1. Reservations and Permits

- **1.** The Township Hall is available to governmental bodies and not-for-profit organizations, as well as private businesses and individuals.
- **2.** A permit is required for the use of the Township Hall, which is available on a first come, first serve basis.
- **3.** A completed application for a permit to use the Township Hall must be submitted to the Township Supervisor, or his/her designee, not less than seven days prior to the proposed date of use. The application is available at the Township Hall and the Township website at HampshireTownship.org and must be fully completed and accompanied by the following:

a. <u>User Fee/Security Deposit</u>: User fees will be based on the residency of the user group.

(1) Groups with a majority of Hampshire Township citizens will be charged for the building use as a resident group.

(2) Groups with less than a majority of Hampshire Township residence will be charged at a non-resident rate.

- <u>Charitable Group Status:</u> For the purpose of renting this building, Charitable group status can be established by Internal Revenue Service designation as a 501(3)(c) or Paragraph 527 Charity. Charitable status also can be attained by general public recognition of the group as a charitable organization.
- c. <u>Damage</u>/**Security** Deposit: A damage deposit of \$100.00 may be required at the time of application and may be refunded after the event.
- d. <u>Food Preparation</u>: No food will be prepared in the serving kitchen. Catered food is allowed.

- e. <u>Cleaning Fee:</u> A cleaning **deposit of \$100** may be collected from all users at the time of the submission of the permit application to cover basic cleaning costs. However, the Township Supervisor, in his or her sole discretion, may waive the cleaning deposit if he or she believes that a cleaning service will not be necessary after the proposed use, based upon factors such as number of users, prior usage by that organization, the type of use proposed, whether food and beverages will be served, etc.
- f. <u>Certificate of Insurance</u>: Before a permit is valid, the user must provide evidence of liability insurance that includes a provision naming Hampshire Township, its elected and appointed officials, its employees, agents and volunteers as additional insureds. The liability insurance must have a minimum Bodily Injury and Property Damage coverage of one million dollars (\$1,000,000) per occurrence, plus \$1,000,000 aggregate. Additional coverage may be required under special circumstances, such as if alcoholic beverages are to be served, in which case the user must have a temporary liquor license from the Village of Hampshire and obtain and provide evidence of dram shop liability coverage with a limit not less than \$1,000,000 per occurrence, also naming the Township, its elected and appointed officials, its employees, agents and volunteers as additional insureds. In all cases, the proposed event at the Township Hall must fall within the policy terms as stated on the certificate of insurance. Outside vendors, or caterers, must also provide a certificate of insurance allowing an off-premise event and naming the Township, its elected and appointed officials, employees, agents and volunteers s additional insureds.
- g. <u>Indemnification and Hold Harmless Agreement</u>: The application must include a signed indemnification and hold harmless agreement, providing that the applicant agrees to indemnify, defend, and hold the Township, its officers, employees agents and volunteers harmless from any loss, damage, expense, claim and cost of every nature and kind whatsoever, including attorney's fees, arising out of or in connection with applicant's use of the Township's property, facility, public right-of-way, public equipment or public personnel at, during or in conjunction with the activity or event described in the application.
- 4. Permits are not transferable to other groups.

5. An application will be denied if, in the discretion of the Supervisor, the proposed event will disrupt Township business, or jeopardize the safety of Township personnel or the general public.

6. In all cases, Hampshire Township has the first priority for use, and reserves the right to cancel a reservation and permit at any time and for any reason, without advanced warning.

7. Refunds for cancellation shall be as follows:

a. <u>Full Refund</u>. A permit may be canceled and security deposit/user fees refunded in the event that the individual, group, or organization is unable to hold the activity or event because of weather conditions or because of the Township cancels the permit due to no fault of the user.

b. <u>No Refund.</u> The failure to use a permit will result in a forfeiture of the entire security deposit.

II Guidelines and Limitations

- The event must not exceed posted capacities. For an event which requires table and chairs, the individual or organization reserving the Township Hall shall use the Township's tables and chairs and must provide set-up labor for dispersal, pick-up and storage.
- 2. Alcoholic beverages may not be served at any function in the Township Hall, unless the user obtains a temporary liquor license from the Village of Hampshire and provides evidence of **dram shop** insurance, as provided in Section 1(3)(f).
- 3. The Township Hall is a smoke-free building, and smoking of cigarettes or other smoking materials is prohibited **within 15 ft** of all public entrances, windows, and ventilation equipment, as provided in the Smoke Free Illinois Act.
- 4. Individuals, groups, and organizations using the Township Hall must respect the personal and property rights of staff and others and avoid unnecessary noise that may disturb other groups using the facility or others in the area of the facility or property. Amplified music or sound will not be permitted unless approved in advance by the Township Supervisor.
- 5. When an event involves minor children, the event must be supervised by at least one responsible adult age 21 or over. When the minor children are age 12 and under, there must be a ratio of one person age 16 and over for every 5 children under the age of 12. In all cases, the Sponsor of any event must be an adult age 21 or over.
- 6. The individual, group, or organization using the Township Hall will be responsible for setting up for the permitted event or activity and cleaning up the property at the conclusion of the event or activity, including removing all materials, including garbage and debris, from the property. No materials may be stored within the Township Hall without the express written permission of the Supervisor. All areas must be left in the condition that they were found. All equipment must be returned to its original arrangement. The cleaning charge provided for in Section 1(3)(e) is only intended to

cover basic cleaning services. If the cleaning service has to charge an additional fee, the user will be responsible for the additional cost and will be invoiced.

- 7. The individual, group, or organization using the Township Hall assumes all liability for damage to or theft of Township property, facilities, or equipment or the property or equipment of the individual, group, or organization resulting from its use. No Township facility or property may be structurally altered or otherwise modified without the advance, written approval of the Township Supervisor. Renewal of a permit to use the Township Hall will be contingent on the satisfactory care of Township property and strict observance of all rules and regulations governing its use.
- 8. Use of the Township Hall and property must comply with all federal and state laws, and local codes, rules, and regulations. Township officials, staff and appropriate law enforcement personnel are authorized to enter the Township Hall at any time in order to enforce this Policy, as well as all other laws, codes, rules, and regulations.
- 9. The Township is not responsible for the security of any property or equipment of the individual, group, or organization or any person attending any event or activity. The Township may, in its discretion, provide Township staffing for a particular event or activity, and require the individual, group, or organization to reimburse the Township for the costs of these additional Township services.
- 10. No exits, entryways, hallways, or corridors shall be blocked at any time.
- 11. All trash and garbage must be disposed in an appropriate manner off-site or in the dumpsters located north of the Hall.
- 12. All lights must be turned off after the even concludes.
- 13. Please return the heat down to 65 upon exiting during the winter months and turn off air conditioning during warmer months.
- 14. All doors must be locked and the building secured upon exiting.
- 15. Any special equipment, such as, but not limited to, inflatable toys, electronics, etc. shall be approved by the Township Supervisor.
- 16. Events may be catered at the cost of the user, subject to the insurance, cleaning, and garbage requirements stated herein. There are no cooking facilities in the Township Hall.

- 17. A half hour will be allowed before and after the scheduled event for setting up of special equipment, furniture, etc. at no charge, provided that the Township Hall is not otherwise being used. If additional time is required, the Township Supervisor shall be contacted for approval.
- 18. Users shall not be allowed to bring in items, equipment, etc. and/or set up said items during another event that is being held in the Township Hall.
- 19. Violations of this Policy, misuse of the Township Hall, or misrepresentation regarding the activities or scope of the proposed use will result in the revocation or non-issuance of future permits, in addition to other remedies authorized herein or under the law.
- 20. The user is solely responsible for inspecting the Township Hall prior to its use and determining whether it is safe and appropriate for the proposed use. The user shall be responsible for providing the appropriate supervision of guests, and to ensure that all guests comply with this Policy.
- 21. The user is responsible for all property damage, and shall be invoiced for the cost of repair.

Approved this 13th day of January, 2015

Township Supervisor

ATTEST:

Township Clerk