



Blaine-Birch Bay Park and Recreation District 2

Facility Rental Policy

POLICY

- It is the policy of the Blaine-Birch Bay Park and Recreation District to establish procedures for allowed use of District facilities. Certain District facilities and open spaces are available for interim use whenever possible and without conflict with general public access and/or District related operations.

SCOPE

- This policy and the requirements herein apply to the use and rental of the Birch Bay Activity Center gym. The Director may establish other rules as needed on a case by case basis to protect the public interest and public property.
- The meeting room/kitchen in the Birch Bay Activity Center is available for rent. Organizations that are not directly working with the District are also permitted to rent the meeting room/kitchen.
- District park and facilities, which include gyms and the pickleball courts, are available on a first come first served basis.
- The District retains the right to cancel any scheduled use in the event of an emergency or other requirement. In the event that a scheduled use must be canceled, BBBPRD2 will notify affected groups or individuals with as much notice as possible.

PURPOSE

- The purpose of this policy is to provide public access, support recreational activities, and facilitate community uses. In an effort to balance community access and private demand, the District may offer, whenever possible, certain facilities and open spaces for community and private events when they do not overly restrict access by the general public or interfere with District business.
- It is the intent of the District to provide all individuals and groups equal access to District facilities.
- The use of District facilities does not constitute an endorsement by the BBBPRD2 of any of the following:
 - A. Any organization or group.
 - B. The beliefs of any organization or group.
 - C. The expression of any opinion regarding the nomination, retention, election or defeat of any candidate.

APPLICABILITY

- This policy is applicable to all District facilities including parks, open spaces, and courts.

APPLICATION PROCESS

- Applications for the rental and/or use of any District facilities shall be considered only after all other District programs and activity needs have been met.
- Organizations practicing, supporting, or promoting activities which are contrary to local, State, or Federal law, shall not be permitted to use District facilities.

- Scheduling shall be on a first-come, first-serve basis. To have confirmed reservations for the Gym, applicants must meet the following requirements:
 - A. Complete the reservation request on our website www.bbbparkandrec.com
 - B. The District staff will then contact renter to send them application. Complete, sign, and return an approved application form to District staff.
 - C. Once approved, the renter will need to pay refundable deposit and complete a walk through the facility with District staff.
 - D. If extra permits are needed, the reservation is not complete until copies have been turned into the District.

DENIAL OF APPLICATION

- Applications may be denied on the following basis:
 - A. The event would unreasonably interfere with normal activities and general use and enjoyment of District facilities.
 - B. Another event has previously been scheduled for the same date and time.
 - C. In the opinion of the District Director the event is not in the best interest of the District.
 - D. The applicant has had past violations of this directive or any other facility rental policy.
 - E. The applicant has had past violations of an alcohol permit.
 - F. The group advocates social or political change by violence.

RULES OF CONDUCT

- Applicants will be expected to adhere to the various rules and regulations when renting District facilities. Applications will be reviewed on a first-come, first serve basis.
- The facilities offer differing amenities and rental times and dates. BBBPRD2 will not be responsible for any damages as the result of double bookings or mistakes in dates and times of rentals. The reservation holder must be an individual at least 21 years of age.
 - A. Alcohol is forbidden unless the renter receives prior approval and completes the required permits. The use of alcohol will increase the refundable damage deposit amount. Smoking (including vaping, the use of e-cigarettes and the use of smokeless tobacco) shall be forbidden on District property.
 - B. The District may impose additional requirements or conditions made necessary by the particular use of the room and/or facility proposed by the applicant. Such requirements or conditions may include, but are not limited to, deposit of funds to cover damages or restriction on noise level and the use of sound amplification equipment.
 - C. The reservation holder must be present at the facilities during the hours of approved use. At no time during the building rental shall the building be left unattended.
 - D. Renters are expected to provide all supplies such as food, punch, coffee, candy, paper plates, napkins, eating utensils, sound system, chairs, etc., for their own use.
 - E. All rooms used must be cleaned and put back in order as they were found.
 - F. The reservation will not be finalized until payment in full has been made.
 - G. The District is not responsible for lost or stolen articles of any individual, group, or organization.
 - H. Unusual rowdiness or physical/verbal abuse to a staff member, patron or District property may result in immediate termination of the event. Order must be

maintained by the organization or person(s) renting the facility, both inside the building and on the grounds.

- I. Equipment belonging to the District will not be removed from any spaces or facilities without the written permission of the BBBPRD2 Director.
- J. Chaperons will maintain order and propriety at events catered towards individuals under 18 years old. Chaperons must be at least 21 years of age.
- K. All facility rules and regulations must be adhered to and the directions of the facility staff must be obeyed. Non-compliance with the rules and/or regulations may result in the event being terminated and/or the applicant being unable to rent District facilities in the future.
- L. Per the Fire Code, hallways and exits shall remain accessible at all times.

DAMAGE DEPOSIT & CANCELLATION & DAMAGES

- The reservation holder shall be required to pay a refundable damage deposit of \$100 for the facility or park requested. The damage deposit will be due when the application is submitted. Additionally, the Director may waive the damage deposit requirement when determined to be in the best interest of the District to do so.

Damage Deposit Refund

- If the facility's condition is approved, the damage deposit will be returned to the permit holder.
- If the facility condition is not approved, the District will implement proper cleanup and repairs to restore the facility to the condition existing prior to the time of use.
- The District will deduct the funds required to meet the conditions of item above from the damage deposit. Any remaining funds will be returned to the reservation holder. The reservation holder will be provided with a written statement as to the reasons for withholding any of the damage deposit. If the cost of restoring the facility is more than the damage deposit, the reservation holder shall pay the additional amount.
- Any disputes about the amount of the damage deposit withheld by the District or facilities will be decided by the Director and/or by the Commissioners. If the reservation holder refuses to pay additional damage deposit amounts as required by the Director and/or by the Commissioners, the reservation holder shall be unable to rent any District facilities until such sum is paid. Further, the District reserves the right to take any action it may have by law or equity to collect said amount.

Cancellation

- In the event of cancellation, a full refund will be granted if the cancellation is at least five business days prior to the reservation date. If the cancellation is made with less than five working days' notice, the facility fee will be forfeited, but the damage deposit will still be refunded.

Damage

- If damage occurs in the facilities during the reserved period of time, the applicant's damage deposit will be utilized to cover expenses. If damage exceeds \$100, the applicant will be required to pay for any additional expense incurred within 15 days of receipt of invoice.

OTHER STIPULATIONS

- Rental Fee Waiver:
 - A. The Director or Commissioners has the authority to reduce or waive fees if deemed reasonable due to reciprocity (schools, local government, etc.) or other causes. These causes can include, but are not limited to, organizations and private individuals who host community-oriented events. These events cannot have a direct financial benefit to the organization or individual reserving the facilities.
- Insurance Policy
 - A. The Director or Commissioners has the discretion to require the reservation holder to purchase additional insurance coverage.

Fees

- Parties (includes food)
 - A. The rental fee is \$35 per hour. We require a \$100 refundable damage deposit.
- Sports activities among friends (no food allowed in gymnasium)
 - A. The rental fee is \$25 per hour. We require a \$100 refundable damage deposit.
- Non-Profit or Civic Groups
 - A. A rental fee is not required for free community events and board meetings. A refundable damage deposit may be required for community events.