



**BOYS & GIRLS CLUB
OF THE BEMIDJI AREA**

FACILITY USE POLICIES AND PROCEDURES

I. POLICY:

The Boys & Girls Club of the Bemidji Area (hereafter referred to as “B&GCBA” or as “the Club”) is an autonomous, private non-profit, community based, youth service organization affiliated with the Boys & Girls Clubs of America.

The B&GCBA and its Board of Directors support the use of Club facilities as community resources to promote youth and community development with priority on educational, recreational, cultural, preventive, and civic activities when said activities do not conflict with Club programs or operations. However, all facility usage is at the discretion of the Club’s Board of Directors, and the Club reserves the right to refuse the use of its facilities or equipment if such use is not in the best interest of the B&GCBA or does not fit the Club’s mission or programs. Staff should immediately deny facility use requests from:

- a) Any group with objectives inconsistent with the purpose and philosophy of the Club – to promote the health, social, educational, vocational and character development of youth,
- b) A political faction which represents a single segment of the total community,
- c) A group whose program or topical matter is so highly controversial that the results could bring discredit to the Club,
- d) Activities or programs which tend to reflect sectarian endorsement, or
- e) Any program which includes the serving of alcoholic beverages.

Facility use will not be subsidized by the Club. Fees for use of the Club may take into consideration building security, public safety, and cost to the B&GCBA and other appropriate factors as approved by the Board of Directors. Club facility rules and regulations under this policy shall apply to all property owned and managed by the B&GCBA and shall be in effect at all times when the Club property is used for non-Club functions before, during and after regular Club hours. The B&GCBA’s Board of Directors has ultimate approval over any facility usage and fee changes.

II. APPLICATION PROCEDURES:

- A. All requests for Club facilities, except for Club activities and programs, must be requested and scheduled through the Club’s Resource Development Director (218-444-4171)
- B. Requests for facility usage should be made at least 10 days in advance of the proposed date of usage.
- C. Facility Use Agreements (FUA) shall be arranged through the B&GCBA and signed by an authorized representative of the organization requesting the facilities. The B&GCBA must receive the signed FUA and deposit (as applicable) prior to date specified on the FUA to guarantee space. If the FUA is not returned to the B&GCBA by the specified date, the B&GCBA reserves the right to re-lease the space.
- D. The FUA shall list all facilities and equipment to be used by an organization. The organization shall be responsible for replacement and/or repair costs in the event of damage.
- E. A damage deposit may be required as a condition of granting an FUA. Typical deposits would be in the amount of \$50 for groups of less than 50, \$100 for groups between 50 and 100, and \$500 for groups 100 and over, but the Club may, in its discretion, require a different deposit amount.
- F. A Certificate of Liability Insurance, if reasonably available, should be returned with signed FUA.
- G. Typically, we request references from groups to whom we have not previously rented.

III. FACILITY SPECIFICS:

- A. Library & Tutoring Center - Shall be limited to educational purposes or meetings of such a nature as to be consistent with their current use and furnishings.
- B. Art & Middle School Classrooms- Shall be limited to purposes or meetings of such a nature as to be consistent with their current use and furnishings.
- C. Games Rooms- Games Rooms can be utilized for multiple purposes and activities to be consistent with their current furnishings. Moving of Game Room equipment must be negotiated at the time of application (an additional fee may be assessed if necessary).
- D. Gymnasium- Club Gym has been designed for specific recreational purposes but may be used for other approved activities that will not cause damage to the floor. The movement of large and heavy equipment on gymnasium floors should be done only if approved by the Club's Resource Development Director or authorized employee. Moving of the equipment must be negotiated at the time of application (an additional fee may be assessed if necessary). Rollerblades, rollerskates and devices as such are not permitted.
- E. Food and drink must be served and consumed only in the canteen area, community room, kitchen, teen center, north gym side or other designated appropriate areas and must appear on the FUA and have prior approval.

IV. GENERAL RULES AND REGULATIONS:

A. Security/Supervision:

- 1) FUA Licensees are responsible for providing competent and adequate supervision for all activities at all times.
- 2) FUA Licensees may be required to provide documentation pertaining to policies regarding employee background checks.
- 3) Disorderly conduct is prohibited. This includes foul language, verbal or physical assault, damaging or defacing B&GCBA or personal properties.
- 4) Groups using Club facilities shall observe local and state ordinances and laws of the police and fire departments:
 - Candles will not be permitted.
 - Highly flammable or explosive materials will not be permitted.
 - Exits, aisles and hallways must remain free of any obstructions.

B. Rules: the following rules shall be observed:

- 1) Groups must maintain supervision and enforce facility use guidelines. Outside normal Club hours, the Licensee must exercise control over who is admitted to the facility.
- 2) All accidents/incidents must be reported to the Club's Resource Development Director within 24 hours. If emergency services are required, notify Bemidji Police, 751-9111.
- 3) All FUA Licensees must report facility or equipment breakage or repair needs to the Club's Resource Development Director (218-444-4171). Damage to Club property must be paid by the FUA Licensee or its insurance carrier.
- 4) Rooms and areas used shall be left as found.
- 5) Failure to comply with the above rules may result in immediate revocation of privileges at B&GGBA facilities.
- 6) Any person without proper business or authorization to be on Club property shall be considered to be trespassing and must leave immediately.
- 7) Phone usage is limited to local calls only. If long distance charges are incurred, a future invoice will be sent to the licensee.

C. Cancellations:

- 1) FUAs are non-transferable, and Licensees are expected to adhere to the stated hours and intended use of facility as stated on the FUA.

- 2) Changes, additions or cancellations must be made through the Club's Resource Development Director at least three (3) days in advance of scheduled use. Failure to do so may result in additional fees or the loss of Facility Use privileges.
- 3) An approved FUA shall not be considered by the Licensee as a lease and the B&GCBA reserves the right to cancel or revoke any FUA at any time with or without cause. In the event of such a cancellation or revocation, there shall be no claim or right to damages or compensation on account of any loss, damage, or expense whatsoever.

D. Liability:

- 1) FUA Licensees shall agree to indemnify the B&GCBA for any and all damages by any person or persons attending the activity, and indemnify the B&GCBA against any and all liability and any and all damages to persons or person.
- 2) The B&GCBA may, in its discretion, require FUA Licensees to provide Comprehensive General Liability insurance coverage for bodily injury and property damage naming the B&GCBA as an additional insured.
- 3) The B&GCBA may not be held liable for loss or destruction of personal items.
- 4) In the event of damage to Club property, the FUA Licensee shall accept the B&GCBA's estimate of the amount of damage and shall pay appropriate costs.

E. Weather:

- 1) Club facilities will normally not be available on days that ISD #31 is closed because of inclement weather.

Any time the Club facilities are closed because of weather, all activities will be canceled with no additional charges assessed upon re-schedule. Weather related cancellations are generally reported on area radio stations.

F. Illegal Behavior:

- 1) The use or allowance of intoxicating beverages, controlled substances, or tobacco products anywhere in or on the Club premises is strictly prohibited. Violation is cause for immediate revocation of the FUA.
- 2) FUA Licensees shall assume full responsibility for any unlawful act committed on the premises during their activity.
- 3) All ordinances and state laws and regulations of the police and fire departments must be observed.

G. Equipment:

- 1) The use of Club equipment is for FUA Licensees only and must be requested at the time of scheduling. Equipment is generally limited to chairs and tables, kitchen items (if the kitchen is rented) and volleyballs and basketballs (if the Gym is rented) at no charge. All other Physical Education equipment and other curriculum equipment are not available. Fees will be assessed for undue wear or damages.
- 2) Furniture equipment owned by the Club shall not be moved unless requested in advance. Generally, the FUA Licensee must set up and take down equipment, leaving the room in the same condition as found. Permission to move equipment may be given on site by the Resource Development Director.
- 3) Any apparatus or other equipment moved into the building must have prior approval by the Club's Resource Development Director and must be removed promptly after each use so as not to interfere with the regular Club programs.

FREQUENTLY ASKED QUESTIONS

1. Am I responsible for cleaning up after my use of the facility?

Yes, you are responsible for leaving the Club as you found it. We will take care of removing garbage (unless there are large amounts of garbage and recycling created during your facility use) .

2. Will I be allowed to hang items on the walls or remove items from walls in order to decorate?

Yes, you are welcome to decorate for your event as long as it long as it complies with the following:

- a) It does not conflict with a Club program;
- b) It does not conflict with our mission;
- c) It does not mean removing Club recognition devices (plaques, banners, etc.); and
- d) It is done with blue removable painters tape only (so as to not damage walls).

3. Who takes care of setting up tables and/or chairs or the space?

As a renter of the facility, it is your responsibility to set up the space as you need it to serve your group most effectively. Please plan this into your set up time when completing the Facility Use Reservation Application, as set up time hours are also at a per hour rate. Often times it is helpful to have two or more helping with the setup due to size and weight of tables, so please plan accordingly. Please reference Section V – G. Equipment for more information.

4. Does the Boys and Girls Club provide equipment?

Under Section V – G. Equipment, our policies speak to equipment use and are limited to chairs/tables, kitchen items, volleyballs and basketballs, but do not include other gym, art, game equipment or gaming devices. Rental groups are required to supply their own equipment.

5. If I other businesses are delivering goods for my event, should I let the Club know?

Yes, we advise that if your rental requires additional people and vendors to deliver food, equipment, supplies for your event, the B&GCBA must approve of this ahead of time, otherwise deliveries may be rejected/returned.

6. Where can we have food within the Club?

We understand that food is an essential part of hospitality and fellowship and we allow several places within the Club to consume food and/or beverages and these are the following: Kitchen, Community Room, Canteen area, Teen Center and north (concrete) side of the Gym. No other areas within the Club may have food items.

7. How does the Damage deposit work?

We hold your damage deposit until after your rental date. If after conclusion and inspection of facility, we will simply return the damage deposit check to you with an invoice for the rental amount.

8. What if we don't have a Certificate of Insurance?

We understand that not all renters will have a Certificate of Insurance; however we do urge you to provide one.