



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

FACILITY USE PROCEDURES

I. APPLICATION PROCEDURES:

- A. All requests for Boys and Girls Club of the Bemidji Area (Club) facilities must be requested and scheduled through the Club's Finance & HR Coordinator (218-444-4171).
- B. Facility Use Agreement (FUA) must be submitted at least 10 business days in advance of the proposed date of usage.
 - a. FUA must be signed by an authorized representative of the organization requesting the facilities.
 - b. The FUA shall list all facilities and equipment to be used by an organization. The renting organization shall be responsible for replacement and/or repair costs in the event of damage.
 - c. If reserving outdoor space, please contact the Club's Finance & HR Coordinator.
 - d. A damage deposit may be required as a condition of approving a FUA.
 - e. A signed Certificate of Liability Insurance must be provided five (5) business days prior to the proposed date of usage. See III.D.2 for coverage requirements.
 - f. Facility space will not be reserved until a completed FUA is received.
- C. References may be requested from groups to whom the Club has not previously rented.
- D. Upon receiving a completed FUA, the renter will receive a phone call or email confirmation, along with approval, denial or request for more information. If applicant doesn't receive a response within 72 hours, please contact Club Finance & HR Coordinator.
- E. If approved, the FUA form will be returned for final signatures and required payment.

II. FACILITY SPECIFICS:

- A. Requests should take into account the design of the room(s) requested.
- B. The Club may request that renters use a designated parking area and entrance.
- C. Moving of existing equipment must be negotiated at the time of application (an additional fee may be assessed if necessary).
- D. Rollerblades, roller-skates and other devices that may damage flooring are not permitted.
- E. Food and drink must be served and consumed only on tile or concrete flooring, and requested in advance in the FUA.
- F. **Due to community health situations there may be additional restrictions and/or guidelines from the Center of Disease Control (CDC) and Minnesota Department of Health (MDH) regarding the rental.**

III. GENERAL RULES AND REGULATIONS:

A. Security/Supervision:

- 1) FUA renters are responsible for providing competent and adequate supervision for all activities at all times.
- 2) If the FUA request coincides with Club program hours, renters may be requested to provide personal documentation in order for the Club to run a criminal background check for adults associated with the FUA.
- 3) FUA renters shall assume full responsibility for any unlawful act committed on the premises during their activity and any resulting civil or criminal penalties.
- 4) FUA renters shall also assume full responsibility for inappropriate behaviors, including but not limited to foul language, racial slurs, verbal or physical assault.
- 5) The use or allowance of intoxicating beverages, controlled substances, or tobacco products anywhere in or on the Club property and grounds is strictly prohibited. Violation is cause for immediate revocation of the FUA.
- 6) FUA renters using Club facilities shall observe local and state ordinances and laws of the police and fire departments:
 - a. Candles are not permitted.

- b. Highly flammable or explosive materials are not permitted.
 - c. Exits, aisles and hallways must remain free of any obstructions.
- 7) Failure to comply with the above security/supervision rules, renters will be asked to leave the premises with possible revocation of rental privileges at Club facilities.

B. Rules:

- 1) Groups must maintain supervision and enforce facility use guidelines. The renter must exercise control over who is admitted to the facility.
 - a. Any person without proper business or authorization to be on Club property shall be considered to be trespassing and must leave immediately.
 - b. FUAs are non-transferable. Facility Use Agreement cannot be sublet; facility usage cannot be granted to an entity not named in the signed agreement.
- 2) All accidents/incidents must be reported to the on-site Club supervisor immediately and to the Club Finance & HR Coordinator within 24 hours. If emergency services are required, call 911. If non-emergency services are required, call 218-751-9111.
- 3) All FUA renters must report facility or equipment breakage or repair needs to the on-site Club supervisor and Club Finance & HR Coordinator by end of day. Damage to Club property must be paid by the FUA renter or its insurance carrier.
- 4) The renter must only use the spaces agreed upon in the FUA. If other areas are accessed, the agreement will be considered breached, the contract will be cancelled and there will be additional fees.
- 5) The renter is responsible for all clean-up and returning the space back to the way it was found.
 - a. **Due to community health situations there may be additional restrictions and/or guidelines from the Center of Disease Control (CDC) and Minnesota Department of Health (MDH) regarding the rental.**
- 6) Phone usage is not available for use during rental.
- 7) Free Wi-Fi is available to renters via Club guest wi-fi access.
- 8) Failure to comply with the above rules may result in immediate revocation of privileges at the Club facilities.

C. Cancellations:

- 1) Changes, additions or cancellations must be made through the Club's Finance & HR Coordinator at least five (5) days in advance of scheduled use. Failure to do so may result in additional fees or the loss of Facility Use privileges.
 - i. There is a \$100 application fee and will be applied towards the FUA.
 - ii. If the renter cancels at least 10 days prior to event, 75% of the application fee will be refunded.
 - iii. If the renter cancels at least 5 days prior to event, 50% of the application fee will be refunded.
 - iv. If the renter is a no show, 0% of the application fee will be refunded, and an invoice will be sent for the remaining balance of the FUA.
- 2) An approved FUA shall not be considered by the renter as a lease and the Club 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.
- 3) In the event of inclement weather, the Club typically follows ISD #31 decision to remain open. 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 or social media. If there are questions renter may call the Club. Any fees paid upfront, but remain unused due to weather cancellation will be refunded to the renter.

D. Liability:

- 1) FUA renters shall agree to indemnify the Club for any and all damages by any person or persons attending the activity, and indemnify the Club against any and all liability and any and all damages to persons or person.

- 2) The Club requires FUA renters to provide Comprehensive General Liability insurance coverage for bodily injury and property damage naming the Club as an additional insured in the amount of \$1,000,000. Certificate of Liability Insurance is due at least 5 business days prior to the start of FUA. If this Certificate is not provided, the renters may not utilize the Club facility and the event will be cancelled or rescheduled until which time a Certificate is provided to the Club.
- 3) The Club may not be held liable for loss or destruction of personal items.
- 4) In the event of damage to Club property, the FUA renter shall accept the Club's estimate of the amount of damage and shall pay appropriate costs.

E. Equipment:

- 1) The use of Club equipment is for FUA renters only and must be requested at the time of scheduling. Equipment is generally limited to chairs and tables and kitchen items at no charge (if the kitchen is rented). Fees will be assessed for undue wear or damages.
- 2) Furniture equipment owned by the Club shall not be moved unless requested in advance. The FUA renter 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 Club supervisor.
- 3) Any apparatus or other equipment moved into the building must have prior approval by the Club's special events/marketing coordinator 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, renters are responsible for leaving the Club as they found it. The dumpster is located on the east side of the building. Recycling should be consolidated, bagged and left in rental space.

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

Yes, renters are welcome to decorate for the event as 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 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 the renter's responsibility to set up the space as needed to serve the group most effectively. Please plan this into the 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 III – E. Equipment for more information.

4. Does the Boys and Girls Club provide equipment?

Under Section III – E. Equipment, our policies speak to equipment use and are limited to chairs/tables and kitchen items (if the kitchen is rented). Rental groups are required to supply their own equipment.

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

Yes, 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. Food and drink must be served and consumed only on non-carpeted or wood flooring.

7. How does the damage deposit work?

We hold the damage deposit until after the rental date. If after conclusion and inspection of facility, we will simply return the damage deposit check if there wasn't any damage done, along with an invoice for any remaining rental amount.

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

At this time, the Club will not be able to approve a FUA without a Certificate of Liability Insurance.