

Town of Sweetser, Indiana

Regulations Governing Use of Town Hall Facilities - Proposed

1. General Policy Statement:

- a. This policy applies to public use of Town of Sweetser facilities.
- b. The use of the facilities by the Town of Sweetser for town business and events shall take priority over public use. In the event that an immediate need for the space arises, non-governmental uses may be deferred with little or no notice.
- c. The Town Hall (hereinafter referred to as "Town Hall facilities") may be reserved for public meetings, provided certain conditions are met.

2. Use of Town Hall Facilities:

- a. The applicant requesting the use of the Town Hall facilities must be a resident of the Town of Sweetser and at least eighteen (18) years of age. Only non-profit educational, civic, cultural and environmental groups will be considered. Any form of commercial or for-profit activity is strictly prohibited.
- b. Completed applications must be received in the Town Clerk's office at least ten (10) business days prior to the date of the proposed use. Applications will be processed on a first come-first served basis. Rental applications will only be accepted in person and by appointment at the Sweetser Town Hall during normal operating hours.
- c. The applicant is responsible for any and all damages to any facility or grounds, including costs for cleanup. The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place associated with the use of Town Hall facilities and shall agree to indemnify and hold harmless the Town of Sweetser for any injury or damages to any person(s) or property.
- d. At time of registration renter must submit Rental Fee (in full), damage Security Deposit and all necessary completed forms to confirm and finalize rental.
- e. The rental applicant must be on premises during entire duration of rental.
- f. The use of the Sweetser Town Hall and all associated facilities for the approved function shall be restricted to the area identified on the approved Facility Rental Permit.
- g. The nature of the function and any related activity are limited to the event described in the Facility Rental Permit. Misrepresentations of intentions will be subject to eviction from the facility.
- h. Renters and attendees must follow all facility rules while on property.
- i. With the exception of cake candles and continually monitored sterno warmers, open flames are prohibited.
- j. No functions will be allowed with the possession of alcohol or illegal drugs, nor tobacco use.

- k. No function will be allowed where any member of an organization carries a firearm or other weapon.
- l. The facilities will be available for the actual time rented. Early admission is not permitted.
- m. The permit holder is responsible for the overall supervision of the rental event.
- n. The Town of Sweetser reserves the right to amend these policies and fees governing the rental of the Sweetser Town Hall and all associated facilities at any time. The renters shall be bound by the policies and fees in effect at the time of the event.

3. Payments:

The Town of Sweetser will accept cash or personal checks made payable to the "Town of Sweetser" as payment of Rental Fees and Security Deposit. The Town will not accept second party checks. Payment is expected at the time of application. There is a \$20.00 fee on any returned check.

4. General:

- a. In the event of medical or police emergencies, dial 9-1-1 from the nearest phone.
- b. There shall be no decorations or other materials affixed to walls, woodwork, window/door frames, floors or fixtures. Tables and chairs may be decorated, provided those decorations are attached only with tape or string and are removed entirely after the rental activity.
- c. The permit holder is responsible to ensure that the Hall is swept and all trash securely bagged.
- d. The permit holder is responsible for ensuring that all chairs and tables are returned to their original location at the end of the rental.
- e. During the course of any function the building shall remain open and available for inspection by Town officials to ensure compliance with the rental agreement rules and regulations.
- f. Any persons or organizations who have not complied with these rules and regulations may be denied future use of the Town Hall facilities.

5. Forfeiture of Security Deposit

The Security Deposit may be forfeited in full, or in part, for any of the following reasons:

- a. Damage to building, furnishings and/or equipment.
- b. Town Hall and accessory areas not cleaned and vacated at end of designated rental period.

- c. Monies for custodial services, calculated at the currently hourly waged paid by the Town of Sweetser, shall be deducted from the applicant's Security Deposit for violations of the above items.

6. Damages:

Applicant is hereby notified that should the cost of damage(s) occurring to any part of the Town Hall facilities as a direct result of the applicant's negligence exceed the amount of the security deposit, the Town of Sweetser has an obligation to pursue any legal action available in order to collect said moneys from the applicant. In addition, Town of Sweetser shall be entitled to collect its attorney fees and court costs as part of its damages.

7. Waivers:

Waivers to any provisions of these regulations, including the fee to be charged for a specific use(s), may be granted by a majority vote of the Town Board.