

**CITY OF BLAINE  
POLICES AND PROCEDURES**

<i>Subject:</i>		<i>File Under Section:</i>
<b>FACILITIES AND OPEN SPACES RENTAL POLICY</b>		<b>ADMINISTRATIVE</b>
<i>Effective Date:</i>	<i>Number:</i>	<i>Page:</i>
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<i>Supersedes:</i>	<i>Attachment:</i>	<i>Approved By:</i>
<b>February 11, 2003</b>	<b>Facilities and Open Spaces Rental Form</b>	<b>David Wilbrecht City Manager</b>

## **1.0 POLICY**

- 1.1 It is the policy of the City of Blaine (City) to establish procedures for allowed use of City-owned facilities. City facilities and open spaces are available for interim use whenever possible and without conflict with general public access and/or City related operations.
- 1.2 It is the policy of the City of Blaine that the use of the Blaine Senior/Community Center/Parks facilities is in conflict with the lease between the City and the Boys and Girls Club of Whatcom County.

## **2.0 SCOPE**

- 2.1 This policy and the requirements herein apply to the use and rental of all City facilities and property. The Pavilion, City Hall Council Chamber, and City Hall Conference Rooms are available through special arrangement only and can be reserved via special permit issued by the City Manager or designee. The City Manager may establish other rules as needed on a case by case basis to protect the public interest and public property.
- 2.2 The City retains the right to cancel any scheduled use in the event of an emergency or other City requirement. In the event that a scheduled use must be canceled, the City will notify affected groups or individuals with as much notice as possible.

## **3.0 PURPOSE**

- 3.1 The purpose of this policy is to provide public access, support City business operations, and facilitate community uses. In an effort to balance community access and private demand, the City 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 City business.

- 3.2 The use of City facilities does not constitute an endorsement by the City of Blaine 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.

3.3 It is the intent of the City to provide all individuals and groups equal access to City-owned facilities.

#### **4.0 APPLICABILITY**

- 4.1 This policy is applicable to all City owned facilities including parks, open spaces, and City owned buildings and rooms.

#### **5.0 APPLICATION PROCESS**

- 5.1 Applications for the rental and/or use of any City-owned facilities shall be considered only after all other City programs and activity needs have been met.
- 5.2 Organizations practicing, supporting, or promoting activities which are contrary to local, State, or Federal law, shall not be permitted to use City facilities.
- 5.3 Scheduling shall be on a first-come, first-serve basis. To have confirmed reservations for a designated facility, applicants must meet the following requirements:
- a. Complete, sign, and return an approved application form (forms are available at [www.cityofblaine.com](http://www.cityofblaine.com)).
  - b. Pay the required rental fee and security deposit at least ten (10) business days prior to the event. The minimum refundable damage deposit is not a limitation on the liability of the applicant and may be increased at the City's discretion depending on the type of activity. Any overage of time will be deducted from the damage deposit. If the damage exceeds the amount of the minimum refundable damage deposit, the applicant will be required to pay the excess within 15 days of receipt of invoice.
  - c. Provide appropriate insurance as determined by the City, naming the City as an additional insured, and naming such other parties as additional

insured as may be required by primary lease or other obligations. If an activity or intended use is of a nature for which evidence of insurance is required, the City will require a copy of the insurance certificate in the amount of two million dollars naming the City as an additional insured, provided however if the Applicant intends to use the Pavilion or the Boys and Girls Club property then the applicant may be required to obtain a Certificate of Liability Insurance in the amount up to five million dollars (\$5,000,000) naming the City of Blaine and the Boys and Girls Club of Whatcom County as additional insured. The certificate of insurance must be provided at least ten (10) business days prior to use of the facilities. The reservation will be canceled if the certificate of insurance is not provided.

- d. Read, fill out, and sign the Facilities Lease and Indemnification Agreement.
- e. Obtain required permits. Examples include permits for alcohol use and special use permits. Required permits must be provided at least ten (10) business days prior to use of the facilities.

5.4 Upon receipt and review of the application, deposits, and other documents as may be required, the applicant will receive a City of Blaine receipt which will serve as confirmation and proof of reservation.

## **6.0 DENIAL OF APPLICATION**

6.1 Applications may be denied on the following basis:

- a. The event would unreasonably interfere with normal activities and general use and enjoyment of City facilities.
- b. Another event has previously been scheduled for the same date and time.
- c. In the opinion of the City Manager/designee the event is not in the best interest of the City.
- 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 applicant has had previous problems that the Public Safety Director deems a valid concern regarding the requested use.
- g. The group advocates social or political change by violence.

- h. Rentals will not be authorized in the Blaine Senior/Community Center/Parks facilities if they conflict or decrease existing community use time.
- i. The use of the Blaine Senior/Community Center/Parks facilities is in conflict with the lease between the City and the Boys and Girls Club of Whatcom County.

## **7.0 RULES OF CONDUCT**

- 7.1 Applicants will be expected to adhere to the various rules and regulations when renting City-owned facilities. Applications will be reviewed on a first-come, first-serve basis.
- 7.2 The facilities offer differing amenities and rental times and dates. The City 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.
- 7.3 Policies for public facilities and spaces:
  - a. Alcohol is forbidden unless the renter receives prior approval and completes the required permits. Smoking (including vaping, the use of e-cigarettes and the use of smokeless tobacco) shall be forbidden on City-owned property.
  - b. The service and consumption of food and beverages in the Blaine Senior/Community Center and other City indoor facilities shall be confined to the main room and/or conference room that has a coffee service unit available.
  - c. The function shall not interfere with the normal City operation.
  - d. No decorations, pictures, placards, signs or similar items are to be attached to any wall, door or window in the Blaine Senior/Community Center, Pavilion, City Hall Council Chambers, or City Hall Conference Room without prior permission from the Director of the facility or the City Manager/Designee. Easels, tripods or free standing displays will be permitted.
  - e. No decorations shall be affixed in any manner to painted drywall of the facilities. Wood beams and glass surfaces may be used for affixing

decorations as long as they are affixed via non-marring items. However, all thumbtacks, staples, and tape must be removed by the renter.

- f. No rice, confetti, birdseed, straw, etc. shall be used in or around the premises.
- g. The City 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.
- h. 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.
- i. The Senior/Community Center pool room, gift shop, offices, card room and weight training room will be strictly off limits except with special permission by the Facility Director.
- j. Renters are expected to provide all supplies such as food, punch, coffee, candy, paper plates, napkins, eating utensils, etc., for their own use. If a user must have access to equipment or supplies, a representative must be present. Any exceptions must be authorized by the Senior/Community Center Director, or by the City Manager / designee.
- k. All rooms used must be cleaned and put back in order as they were found.
- l. It will be the responsibility of the user to make the arrangements to secure the key for the building to be opened at the time of use during regular operating hours.
- n. The reservation will not be finalized until payment in full has been made at least ten (10) business days prior to the event.
- o. Music and noise must be kept at levels described in Blaine's Municipal Code.
- p. The City of Blaine is not responsible for lost or stolen articles of any individual, group, or organization.
- q. Unusual rowdiness or physical/verbal abuse to a staff member, patron or City 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.

- r. Equipment belonging to the City of Blaine will not be removed from any City owned public spaces or facilities without the written permission of the Senior/Community Center Director or City Manager/designee.
- s. Chaperons will maintain order and propriety at events catered towards individuals under 18 years old. Chaperons must be at least 21 years of age.
- t. The minimum of two adult chaperons are required. Chaperons may NOT be active participants in the event.
- u. Parking, loading and unloading are only permitted in designated areas.
- v. 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 City facilities in the future.
- w. Per the City of Blaine Fire Code, hallways and exits shall remain accessible at all times.

## **8.0 DAMAGE DEPOSIT & CANCELLATION**

8.1 The reservation holder shall be required to pay a damage deposit for the facility or park requested in accordance with fees established herein. The damage deposit will be due at the time the application is submitted, and at least ten (10) business days prior to the event unless prior permission by the City Manager/designee. At the discretion of the City Manager/designee, damage deposits may be required for special events or special uses even if it is not outlined in the existing fee structure. Additionally, the City Manager/designee may waive the damage deposit requirement when determined to be in the best interest of the City to do so.

### **8.2 Damage Deposit Refund**

- a. At the termination of the park/facility use, the park/facility will be inspected by the Senior/Community Center Director/designee (in the case of the Senior/Community Center), or City Manager/designee to determine the condition of the park/facility.
- b. If the condition of the park or facility is approved, the damage deposit will be returned in full to the permit holder within two weeks; or it may be applied toward additional rent if applicable.

- c. If the park/facility condition is not approved, the City will implement proper cleanup and repairs to restore the facility to the conditions existing prior to the time of use.
- d. The City will deduct the funds required to meet the conditions of item “8.2.c” above from the damage deposit. Any remaining funds will be returned to the reservation holder. The reservation holder will be provided a written statement within two weeks 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.
- e. Any disputes about the amount of the damage deposit withheld by the City for facilities will be decided by the facility director and/or the City Manager /designee. If the reservation holder refuses to pay additional damage deposit amounts as required by the Facility Director and/or by the City/designee, the reservation holder shall be unable to rent any City facilities or open spaces until such sum is paid. Further, the City reserves the right to take any action it may have by law or equity to collect said amount.

### 8.3 Cancellation

- a. In the event of cancellation, a full refund will be granted if the cancellation is at least 5 business days prior to the reservation date. If the cancellation is made with less than 5 working days’ notice, the facility fee will be forfeited, but the damage deposit will still be refunded.

## 9.0 OTHER STIPULATIONS

### 9.1 Liability Coverage

- 9.1.1 The reservation holder shall agree to indemnify, defend, release and hold harmless the City of Blaine, its employees, and agents for all property and liability claims arising out of the event.

### 9.2 Rental Fee Waiver

- 9.2.1 The City Manager/designee has the authority to reduce or waive fees if deemed reasonable due to reciprocity or other causes (i.e. schools, local government, etc.).

### 9.3 Insurance Policy

9.3.1 The Administrative Services Director has the discretion to require the reservation holder to purchase additional insurance coverage.

9.4 Use of City Property

9.4.1 Ongoing, regularly scheduled bookings will be considered on a case by case basis. However, no group, except for City related groups, shall be allowed to monopolize the use of City owned facilities and spaces.

**10.0 RENTAL FEES**

Please refer to the Facilities and Open Spaces Rental Form for rental fees. More information on these fees can be found in the City's Unified Fee Schedule.

**11.0 DAMAGE DEPOSITS**

Please refer to the Facilities and Open Spaces Rental Form for information regarding damage deposits. More information on how much each damage deposit is can be found in the City's Unified Fee Schedule.