



County Commissioners of Kent County, MD
Department of Parks and Recreation
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Purpose: Kent County Community Center Building Rental Policies
 Revised: February 25, 2010
 Approved by the Kent County Commissioners: March 2, 2010

I. GENERAL RENTAL REGULATIONS

This section applies to all renters, including youth dances and parties, youth events, and community group functions.

- A. All attendees of a Private Rental must adhere to the General Building Regulations outlined in Section III of the Kent County Community Center General Policies.
- B. Rental applicants must be at least 21 years of age with valid identification.
- C. The Contractholder must be on-site, with the signed and approved Contract, for the duration of the permitted activity.
- D. The Contractholder must provide the Facility Monitors or Department personnel with valid identification at the start of the permitted activity. The identification will be kept in the Department's possession for the duration of the activity, and may be copied for our records.
- E. The Contractholder is responsible for cleaning the facility and returning it to its original condition (including placement of tables, chairs, athletic equipment, etc.). The Contractholder is also responsible for the removal of all decorative items and adhesives (i.e. balloons, banners, decals, etc.) A room setup diagram is posted in each room. Failure to do so may result in the forfeiture of the deposit.
- F. The Department will perform an inspection prior to any rental and an inspection afterwards. Both the Contractholder and Department representative will sign the inspection forms which will aide the Department in their decision whether or not to refund the deposit. At the conclusion of the inspection, the Contractholder's identification will be returned.
- G. The Contractholder will be held liable for repair or replacement of any damage incurred to the building, its contents, and grounds as deemed necessary by the Department.
- H. The Contract entitles the Contractholder to exclusive use of the area reserved, only for the dates and times indicated on the Contract. An additional 1/2 an hour before and 1/2 an hour after are permitted free of charge for setup and cleanup.

I. Contractholders and their guests are only permitted to be in the area rented and designated support facilities (i.e. lobby entrance and restrooms). No one is permitted to be in other areas of the building.

J. The use of flamed candles, gas fuels, or other equipment deemed unsafe is prohibited. Flameless candles shall be permitted.

K. All emergency exits and lights must remain unobstructed at all times.

L. The Contractholder is responsible for their guests and for maintaining orderly conduct. Inappropriate or indecent conduct or language and harassment are strictly prohibited.

M. Only Facility Monitors and Department personnel are permitted to access the panel boxes for lights, janitor's closet, storage rooms, and mechanical room.

N. The Contractholder is not permitted to collect admission fees or to sell any merchandise articles or items, including food and beverages, without written permission (rental contract) that specifically authorizes such activity. Permits for selling food and beverages must be obtained through the Kent County Health Department.

O. Offensive music or disruptive behavior will be subject to immediate termination of the activity/contract by the Department.

P. All rentals must be by invitation only. The Department will cancel any open invitation parties or dances (exceptions may be made for Youth Events and Community Groups).

Q. *Promotional Materials:* All promotional materials associated with the rental must be approved by the Department prior to the rental.

R. *Additional Supervision:* The Department reserves the right to require additional Facility Monitors at the cost of the Contractholder (\$25.00 per hour per staff) and to ask for assistance from the Kent County Sheriff's Department (i.e. attendance estimate exceeds 100 people).

S. Depending upon the type and size of the rental, applicable Contractholders may be required to furnish a valid copy of a Certificate of Liability Insurance prior to final contract approval. Depending upon the level of risk of injury, Kent County may be required to be an added insured for the duration of the rental. Potential Contractholders who do not possess liability insurance can visit www.lgit.org for more information regarding the Local Government Insurance Trust Tenant User Liability Insurance Program (TULIP).

T. Anything rented or acquired from an outside vendor/company/business (e.g. bouncers/inflatables, snack machines, caterer's equipment, etc.) must have prior approval from KCPR and may require proof of liability insurance from said vendor/company/business. The list is illustrative and not necessarily inclusive of all items that may require prior approval and or proof of insurance. Failure to obtain prior approval or proof of insurance may result in denial of the rental request and or forfeiture of security deposit.

U. No *alcohol, tobacco, controlled, or illegal substances are permitted inside the facility, pool area, or on the Community Center grounds.

* For large scale private rentals alcohol sales may be permitted, upon approval and licensure by the County Commissioners.

V. In accordance with the requirements of the Special Event Recycling Program (SERP), any rental expected to have 200 or more persons in attendance, and serve food or drink, will be required to, at the contract holder's own cost, provide recycling for the following items: cardboard; glass containers; plastic containers; paper; metal containers; food scraps. In addition to providing recycling receptacles for recycled items, the contract holder is responsible for ensuring the collection of all recycled materials from the rental site.

W. Kent County Parks and Recreation, Kent County Government and its elected officials and employees are absolved of all responsibility and liability for any damage, injury, or loss sustained by persons or property as a result of the user's negligence or that of any member in their group.

X. The contractholder will be required to sign an agreement indemnifying and holding Kent County, its elected officials, employees, and other workers harmless from and against all loss, costs, expense, damage liabilities, or claims, etc.

Y. The Department reserves the right to cancel any Rental Contract.

II. ADDITIONAL REGULATIONS FOR YOUTH DANCES AND PARTIES

Regulation exceptions may be made for Youth Events. Please inquire.

A. As defined in Section II. H. of the Kent County Community Center General Policies, "Youth Dances and Parties are a type of Private Rental, but primarily for the entertainment of youth, and therefore have stricter guidelines." If the median age of the attendees in a private rental falls under the age of 21 years old, the following regulations must be complied with, as well as the general regulations for rentals.

B. *Participant Ages:* Youth dances and parties are limited to participants ages 18 and under and within a four (4) grade spread. For example: grades 5-8, or 7-10, or 9-12, but not grades 5-12. Failure to comply with these age range guidelines by the Contractholder will result in the cancellation of the event contract. It may also jeopardize future use of the Community Center by the Contractholder.

C. *Chaperones:* A list of Adult/Parent chaperones, over the age of 21, must accompany the Rental Application. This list must include the names, ages, complete addresses, and telephone numbers of each chaperone. The Contractholder must guarantee one (1) chaperone for every ten (10) youth attending the event. This ratio must be maintained for the duration of the event. If chaperones leave before the end of the event and this ratio is not maintained, the event contract will be cancelled before the end of the event— no exceptions! Refunds will not be issued if the event is cancelled before the end of the event/contract time. Chaperones under the age of 30 may be asked to provide a photo identification or proof of age.

E. *Attendance Policy*: Participants under the age of 21 years old are **not** permitted to re-enter if they choose to leave the event. They must leave the premises of the building and surrounding grounds.

III. RENTAL RESERVATION PROCESS

A. Exclusive use rental requests must be made by completing the Rental Reservation Application. The Application must be turned in with the deposit during normal business hours (Monday through Friday, 8:30 am to 4:30 pm, excluding holidays).

B. To ensure responsible use of the facility every Rental Reservation Application must be submitted with a deposit (\$100 refundable damage/clean-up deposit). This deposit is separate from the rental fee and must be made in the form of separate payment. Depending on the size and type of the event a deposit of \$500 may be required.

C. If damage is sustained to the facility or equipment during the scheduled event, all or part of the deposit will be retained by the Department for repairs. If repair costs exceed the deposit a bill will be submitted to the Contractholder and their use of any Parks and Recreation facility or program will be suspended until the repairs are paid for in full.

D. Applications for exclusive use rentals must be received by the Department no less than thirty (30) days prior to the desired rental date. Reservation requests are approved on a first come, first served basis.

E. The Department will notify the Contractholder within 48 (forty-eight) business hours and inform of availability.

F. If the desired rental date is not available, the Department will offer another available option. If other dates are unable to be agreed upon, the Department will cancel the Application and return the Application deposit.

G. If the desired rental date is available, the fees are as listed below and must be paid within seven (7) calendar days of receiving notification from the Department. Once the payment is received, an approved Rental Contract will be provided to the Contractholder via mail or in person. If the full rental payment is not received within seven (7) calendar days of this notification, the Department will cancel the reservation.

Exclusive Room Use and Additional Charges	Rental Rate for Access Card Holders	Rental Rate without Access Card
Meeting Room ¹	\$15.00/hr.	\$30.00/hr.
Kid's Room ²	\$10.00/hr.	\$20.00/hr.
Computer Room ³	\$10.00/hr.	\$20.00/hr.
Multipurpose Room ⁴	\$15.00/hr.	\$30.00/hr.
½ Gymnasium*	\$20.00/hr.	\$60.00/hr.
Full Gymnasium ⁵ *	\$40.00/hr.	\$80.00/hr.
Kitchen in conjunction with	\$10.00	\$20.00

another rental ⁶		
Facility Supervisors (2)	\$50.00/hr.	\$50.00/hr.
Each Additional Facility Supervisor	\$25.00/hr.	\$25.00/hr.
* Protective floor covering may be required at a cost of \$100.		

1. The Meeting Room is 25' 11" x 28' 8". Tables, chairs, the use of the 52" mounted TV, 48" Smart Board, and a mounted projector are included in the rental. The tables are collapsible and chairs stackable so the room may have alternate uses. The maximum capacity for this room is fifty (50) people.

2. The Kid's Room is 23'8" x 20'2" and contains various children's entertainment items, a sink, and a mounted 32" TV. **This room is not available for rentals from mid-June through Labor Day**, but outside of those restrictions it is the perfect location for a youth art class or small toddler program/party. The maximum capacity for this room is twenty (20) children and may need to be adjusted to accommodate accompanying adults.

3. The Computer Room is 23'8" x 20'2" and contains eight (8) computers, one (1) printer, and a small sitting area for enjoying the newspaper or one of several paperback books provided by the Kent County Public Library. This space may only be utilized for quiet activities or small classes. Food and drink is prohibited. The maximum capacity for this room is fifteen (15) people.

4. The Multipurpose Fitness Room is 22'6" x 38'8" and contains two (2) mounted 32" TVs, featuring a mirrored wall and shock absorbing floor. Food and drinks other than water are prohibited. The maximum capacity for this room is fifteen (15) people. The space features cardiovascular equipment including Treadmills, Ellipticals, Recumbent Bikes, Stair Stepper, Exercise Balls, Hand Weights, Body Bars, Resistance Bands, and more.

5. The Gymnasium is 74'4" x 123', large enough for various sports such as basketball, tennis and volleyball or even a banquet, but can also be subdivided into two (2) partial areas for smaller activities. It is recommended that you visit the facility and discuss capacity with Department Personnel in determining the size of your event. If renting only the one (1) half of the Gymnasium, the rental may be affected by noise from use of the unrented half. Consideration to rent the full Gymnasium is highly recommended but not required.

6. The Kitchen is a small area that contains a stove/oven, refrigerator, microwave, and plenty of counter space. This is a prep kitchen meant solely for the purpose of reheating food. This room may only be rented in conjunction with the rental of the Meeting Room, the full Gymnasium, or Gymnasium half A.

IV. CANCELLATIONS AND ADJUSTMENTS OF RENTAL CONTRACTS

A. The rental fees must be paid within seven (7) calendar days of receiving notification from the Department that the Rental Application is accepted pending payment. If the full rental payment is not received within seven (7) calendar days of this notification, the Department will cancel the reservation.

B. Cancellations must be received by the Department, during normal business hours, at least seven (7) calendar days prior to the rental date to qualify for a full refund minus a \$5 processing fee. Failure to do so will result in the forfeiture of 50% of the rental fee (full application deposit will be refunded).

C. Any changes must be made at least seven (7) calendar days prior to the rental date (time, date, capacity changes, etc.). All changes are subject to approval by the Department.

D. If any unforeseen circumstance such as a scheduling error has occurred, the Department will try to make alternate accommodations and a 50% refund will be processed for the inconvenience. Should alternate accommodations not be possible, a full refund will be issued.

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