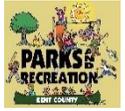




County Commissioners of Kent County, MD Department of Parks & Recreation



Kent County Parks and Recreation Rental Rules and Regulations

The building-pool rental will be inspected by an authorized representative of Kent County Parks and Recreation in order to assure proper use of county property in compliance with park rules and regulations. The Kent County Community Center and Pools have interior and exterior video cameras. An authorized representative of Kent County Parks and Recreation may review video footage to verify proper use of the Community Center and Pool.

Violation of any of the following rental regulations will jeopardize your rental contract. Consequences include any/all of the following: immediate revocation of permit; forfeit of fees/deposit paid; and loss of privileges.

The department reserves the right to cancel any rental contract. The contract holder must be onsite with the signed and approved contract and shown upon request. All attendees of a private rental must adhere to the rental rules and regulations.

Rental Regulations (this section applies to all renters, including youth dances and parties, youth events, and community group functions.)

1. Rental applicants must be at least 21 years of age with valid identification.
2. Non-resident fees as listed on our website. Non-residents will be required to pay a non-resident fee. KCPR reserves the right to require proof of identity-name, residency-address, and age for patrons whether a resident or non-resident. Patrons who do not provide proof, via the required documentation, will be denied participation. Patrons who indicate they are a Kent County resident and do not provide proof of residency-address (if requested) will be required to pay the non-resident rate. Shared zip codes between Kent County and Queen Anne’s County: KCPR will confirm the street name of all addresses with a 21620 (Chestertown) or 21651 (Millington) zip code to confirm the county of residency that the appropriate rate is applied. Patrons with a Chestertown or Millington address/zip code who reside in Queen Anne’s County will be required to pay the non-resident fee. If the rental application is completed and processed at the resident rate and it is later determined that the non-resident rate should apply, additional charges (the difference between the resident rate and non-resident

- rate) shall be immediately due upon discovery of the discrepancy. Failure to pay any additional charges by the advised deadline will result in cancellation of the registration and a refund (minus a \$5 processing fee) will be issued. The non-resident rate will not be adjusted if a non-resident becomes a resident after payment is completed.
3. Upon request the Contract Holder must provide the Facility Monitors or Department personnel with valid identification at the start of the permitted activity.
4. The Contract Holder is responsible for cleaning the facility and returning it to its original condition (including floor sweeping/cleaning, placement of tables, chairs, athletic equipment, etc.). Please see the room setup/diagram posted in each room. The Contract Holder is also responsible for the removal of all decorative items and adhesives (i.e., balloons, banners, decals, etc.). Failure to do so may result in the forfeiture of the deposit. Kent County Parks and Recreation does not provide cleaning supplies for Contract Holders. Cleaning supplies are the responsibility of the Contract Holder.

Contract Holders are required to empty all trash receptacles and take garbage to the dumpster.

5. The Department will perform an inspection prior to the rental and another inspection afterwards. Both the Contract Holder and Department representative will sign the inspection form which will aid the Department in its decision to refund the deposit.
6. The Contract Holder 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.
7. The Contract entitles the Contract Holder to exclusive use of the area reserved, only for the dates and times indicated on the Contract. An additional ½ hour before the event and ½ hour after the event is permitted free of charge for setup and cleanup.
8. Contract Holders and their guests are only permitted to be in the areas rented and designated support facilities (i.e., lobby entrance and restrooms). No one is permitted to be in other areas of the building.
9. The use of flamed wax candles, gas fuels, or other equipment deemed unsafe is prohibited. Flameless candles shall be permitted.
10. All emergency exits and doorways must always remain unobstructed.
11. The Contract Holder is responsible for their guests and for maintaining orderly conduct. Inappropriate or indecent conduct or language and harassment are strictly prohibited.
12. Only Facility Monitors and Department personnel are permitted to access the panel boxes for the lights, janitor's closet, storage rooms, and mechanical room.
13. The Contract Holder 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.

14. Pets are not allowed within the building or pool area. Service animals are permitted, but not in the pool (water).
15. Offensive music or disruptive behavior will be subject to immediate termination of the activity/contract by the Department.
16. 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).
17. Promotional Materials: All promotional materials associated with the rental must be approved by the Department prior to the rental.
18. Additional Supervision: The Department reserves the right to require additional Facility Monitors at the cost of the Contract Holder (\$35.00 per hour per staff) and to ask for assistance from the Kent County Sheriff's Department (i.e., attendance estimates that exceed 100 people).
19. Depending upon the type and size of the rental, applicable Contract Holder 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 added as an additional insured. Potential Contract Holders 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).
20. 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. This list is illustrative only 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 the security deposit.

21. No *alcohol, tobacco, cannabis, controlled, or illegal substances are permitted inside the facility, pool area, parks, or on the Community Center grounds. * For large scale private rentals alcohol sales may be permitted, upon approval and licensure by the County Commissioners. Alcohol sales generally require a County issued liquor license for catered events.
22. 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 drinks, 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.
23. 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 due to the user's negligence or that of any guest in their group.
24. The Contract Holder 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.

Rental Reservation Process

1. 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, 8:00 am to 5:45 pm, excluding holidays).
2. To ensure responsible use of the facility, every Rental Reservation Application must be submitted with a \$150 security deposit (refundable, no damage/cleanup 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, and whether it includes consumption of alcohol, a deposit of \$500 may be required.
3. 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, an invoice will be sent to the Contract Holder and their use of any Parks and Recreation facilities, or programs will be suspended until the repairs are paid in full. Billed repairs are due upon receipt, within a maximum of (7) seven days.
4. 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. In the event a request is made less than (30) thirty days prior to the rental date, the rental cannot be guaranteed.
5. The Department will contact the Contract Holder and inform of availability within (48) forty-eight business hours.
6. If the desired rental date is not available, the Department will offer another option. If other dates are unable to be agreed upon, the Department will cancel the Application and return the deposit.
7. If the desired rental date is available, the rental fee must be paid within (7) seven calendar days of receiving notification from the Department. Once the payment is received, an approved Rental Contract will be provided to the Contract Holder via email or in person. If the full rental payment is not received within (7) seven calendar days of notification, the Department will cancel the reservation.

Community Center Rooms/ Pools/ Pavilions/ Ballfields and Athletic Fields

The contract holder is responsible for set-up and clean-up. This must be done the day of the event. Any belongings left in the building outside of the rental period will be discarded. The contract holder agrees to leave the facilities/pool equipment clean, and orderly and assumes personal liability for the cost of excessive clean-up of the premises, loss, breakage, damaged, or removed property of Kent Parks and Recreation.

1. **The Meeting Room** is 25' 11" x 28' 8". Tables, chairs, the use of the 52" mounted TV, 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 (50) fifty 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 this restriction, it is the perfect location for a youth art class or small toddler program/party. The maximum capacity for this room is (20) twenty children and may need to be adjusted to accommodate accompanying adults.
3. **The Computer Room** is 23' 8" x 20' 2" and contains (3) three computers, (1) one printer (pay per print), and a small sitting area for enjoying the newspaper or one of the several paperback books provided by the Kent County Public Library. This space may only be utilized for quiet activities or small classes. Food and drinks are prohibited. The maximum capacity for this room is (15) fifteen people.
4. **The Multipurpose Fitness Room** is 22' 6" x 38' 8" and contains (2) two 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 (15) fifteen people. The space features cardiovascular equipment including Treadmills, Ellipticals, Recumbent Bikes, 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 (2) two partial areas for smaller activities and events. 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 (1) one 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 is not required.
6. **The Kitchen** is a small area that contains a stove/oven, refrigerator, microwave, and 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 half Gymnasium (Gym A).
7. **The Community Center Pool** is 13' deep. Features a bath house with restroom facilities. There are 2 open lap lanes, a tube slide, and a two person slide in the shallow end. The shallow end also features tumble buckets and a zero-depth entry zone with floor bubblers. There is a separate wading pool for small children (this area has no lifeguard on duty and is swim at your own risk). A swimming pool wheelchair as well as a lift is available for patrons with limited mobility.
8. **The Millington Pool** features a bath house with restroom facilities, tennis and pickleball courts, half basketball court, and a picnic grove. Due to there being no lights, Millington Pool is unavailable for any nighttime rentals.
9. **The Bayside Pool** features a bath house with restroom facilities. This pool is unavailable to rent.
Exclusive pool rentals require a two-hour minimum (fees include lifeguards) and must be outside of normal operating hours (excludes vendor agreements).

10. **Edesville Park** This 5-acre park features a picnic pavilion/building, as well as a ball field, volleyball court, playground, walking path, and a *portable toilet. The picnic pavilion includes electric (by request), water (by request), and approximately 10 picnic tables.
11. **Toal Park** This 37.5-acre park features a picnic pavilion, with approximately 8 picnic tables and charcoal grills, is perfect for intimate family gatherings. The park also features a ball field, an athletic field, and a portable toilet*.
12. **Betterton Beach** has a picnic pavilion, eight picnic tables and a charcoal grill. Grilling is only permitted in the pavilion and grass areas, not on the beach. There is a *bathhouse with restrooms down the hill from the pavilion next to the beach.

13. **Turner's Creek** The picnic pavilion includes charcoal grills, electric (by request), and approximately 12 picnic tables. *Restroom facilities are located in the basement of the historic Lathim House (built in the late 18th century), and a portable toilet is available at the bulkhead.
14. **The Worton Park Pavilion** is located in the heart of the park, includes approximately 15 picnic tables, charcoal grills, water, and electricity (by request).
15. **Athletic Fields-** Kent County Parks and Recreation has multiple sports fields that are available for rent. As long as there are no scheduled recreation programs at the fields, sports teams, clubs, leagues, and individuals are welcome to rent these facilities for practices, games, and/or tournaments.

Rental Regulations for Youth Dances and Parties (Regulation exceptions may be made for youth events).

1. 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 fall under the age of 21 years old, the following regulations must be complied with, as well as the general regulations for rentals:
2. **Participant Ages:** Youth dances and parties are limited to participants ages 18 and under and within a (4) four 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 Contract Holder will result in the cancellation of the event contract. It may also jeopardize the Contract Holder's future use of the Community Center.
3. **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 Contract Holder must guarantee (1) one chaperone for every (10) ten 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.

4. **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.

Cancellations, Refunds, and Adjustments of Rental Contracts

1. The rental fees must be paid within (7) seven 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 (7) seven calendar days of this notification, the Department will cancel the reservation.

2. Cancellation requests must be in writing to

info@kentparksandrec.org 30 days prior to an event to receive a full refund.

Cancellations requested 11-30 days prior to event will be refunded at 75% plus deposit. Requests of cancellation less than 10 days prior to event will be refunded at 50% plus deposit.

3. Changes to your rental contract must be made at least (14) fourteen calendar days prior to the rental date (time, date, capacity changes, etc.) in writing. All changes are subject to approval by the Department.
4. If within 7 days of signing your contract you request a reschedule, we will accommodate your request one time (depending on availability).

You must hold your event on the rescheduled date. Except for your security deposit, no refunds will be returned if the rescheduled date is not used or gets cancelled.

5. If any unforeseen circumstance, such as a scheduling error, has occurred, the Department will attempt to provide an alternate accommodation and a 50% refund will be processed for the inconvenience. Should an alternate accommodation not be possible, a full refund will be issued.
6. If you book your event fewer than (14) fourteen days before the event date, you forfeit the ability to cancel, request changes, or receive any monetary refund.

Cancellation of a Rental

Cancellation must be requested in writing by emailing (subject line must be “Cancelled”) the contract number, date of rental, and first and last name of contract holder to info@kentparksandrec.org. Cancellation is not considered final until you have received written confirmation from staff. If you have not received a response within 24 hours during the business week, contact the welcome desk at 410-778-1948 to inquire about your cancellation request.

Changing Rental Details

Any changes to your reservation must be requested at least (14) fourteen calendar days prior to your event. The request must be in writing and emailed to info@kentparksandrec.org. If an event is booked fewer than (14) fourteen days before the event date, you forfeit the ability to request changes to the contract.