



## Facility Use & Rental Policy

*effective January 1, 2009*

The Stroud Region Open Space and Recreation Commission is engaged in providing quality recreational opportunities to all who live and work in the Stroud Region. In the facilities of the Day Street Community Center, the Commission offers an accommodating setting to help meet the indoor recreational, educational, environmental, social, and cultural needs of public and private groups at a reasonable cost.

The Community Center is adjacent to the popular Dansbury Park, which offers basketball, volleyball, and tennis courts, soccer and baseball fields, a playground, pavilion, skatepark, and public pool, as well as access to the Levee Loop Trail. The Center is a 4400 square foot facility that houses the Commission Staff offices, a meeting room, two classrooms, a kitchenette, and a rubber-floored gymnasium.

Organized groups are encouraged to use the facilities of the Community Center for meetings and activities. Rental of space in the Center includes the use of furniture, fixtures, and equipment associated with the areas of use. The Commission reserves the right to charge an additional fee for the use of furniture, fixtures, and equipment, including set-up and removal, not normally assigned to the area being rented.

Reservation requests may be made by calling the phone number above. Such a request will be held for no longer than seven days, at which time a signed Rental Application & Contract must be completed, along with the payment of the security deposit. The Rental and Management fees must be paid in full no later than seven days in advance of the Rental Date.

**Security Deposit:** a \$100 security deposit guarantees the reservation, and is refundable, provided the rented facilities are left clean and undamaged after use.

**Fees:** Rental fees are based on individual rooms or a combination of rooms and the duration of the rental period. Separate fees are assessed for management and the rental of available equipment. Rental periods must include time for Renter set-up and Renter clean-up. See the *Rental & Management Fees Schedule* for rates. The Rental fee may be waived by the Commission for non-profit groups.

The following Rental Policy governs the use of the facilities by the Renter and is made a part of the Rental Application & Contract.

# Day Street Community Center Rental Policy

The rental of space in the Day Street Community Center includes the use of furniture, fixtures, and equipment associated with the area of use. The Commission reserves the right to charge additional fees for maintenance and the use of fixtures, and equipment, including set-up and removal, not normally assigned to the area being used.

## Application & Contract

All requests for rental of space shall be made on the Rental Application & Contract form attached to and made a part of this Rental Policy.

## Security Deposit

A Security Deposit of \$100 is required to reserve the rental date. Such security deposit guarantees that the Renter will not cancel a reservation, and will leave the rented area and all furniture, fixtures, and equipment in a clean and fully functional condition. The security deposit will be returned to the Renter following an inspection, with satisfactory results, of the area of use after completion of the rental. The Commission may retain part or all of the security deposit for cancellation of a reservation or as payment for damages or extra clean up required as evidenced by the inspection.

## Fees

Rental fees are based on individual rooms or a combination of rooms and the duration of the rental period. Separate fees are assessed for management and the rental of available equipment. See the *Rental & Management Fees Schedule* for rates.

## Liability Insurance

Renters, other than individuals, shall provide the Commission with proof of general liability insurance in the amount of at least \$500,000 at the time of payment of the rental fee. The Stroud Region Open Space and Recreation Commission and the Borough of East Stroudsburg must both be listed as an "additional insured" on the insurance policy as it relates to the Renter's use of Commission facilities.

## Indemnification

The Renter shall indemnify, save harmless, and defend the Commission from all claims, liabilities, suits, judgments, verdicts, actions or proceedings at law or equity of any kind arising out of or related to the Rental Contract unless the same arises primarily out of the negligent action or inaction of the Commission, the Borough of East Stroudsburg or their employees, agents or servants. Such actions shall include, among other things, injury to property, and injury, sickness, or death of individuals, including, without limitation, members of the public and officers, agents, and employees of the Renter.

## Termination/Cancellation

The Commission reserves the right to terminate or temporarily suspend any rental for health or safety concerns, operational needs, or abuse of facilities by the Renter. The Commission shall refund to the Renter a prorated portion of the rental fee, for the remaining unused portion of usage. Such termination

shall be irrespective of any previously approved application for rental.

Under no circumstances shall the Commission honor an approved Rental Application & Contract if payment of the required rental fee has not been made at least seven days prior to the initial date of use.

Cancellation of a Rental Application & Contract may be made up to three days in advance of the scheduled use of space to receive a refund of the rental payment and security deposit, except for a \$20 administrative fee. Contracts cancelled less than three days in advance of the scheduled use of space are subject to the forfeiture of the security deposit and the deduction of any costs incurred by the Commission to accommodate the rental.

## Catering Services

Catering services may be engaged by the Renter. No alcohol may be served or consumed in the building or on the grounds of the Community Center.

## Rules of Conduct

1. The Renter and all its/his/her guests and invitees are prohibited from utilizing any and all space not covered by the Application & Contract, except for the restrooms and access areas.
2. Renters must obtain the approval of the Commission prior to bringing any furniture or equipment into the Community Center. Any Renter-provided furniture or equipment must be set up and removed within the reserved rental time period. The Commission does not possess space to store Renter-owned furniture or equipment between dates of Rentals.
3. Renters may not affix posters, signs, decorations, or other items to the walls, doors, or any other Commission property without prior permission. Permission may be granted if only painters' grade blue tape is used, and the items are removed during cleanup.
4. The production, distribution, or retail sale of goods and services is prohibited. Individuals shall not conduct private business activities using the Day Street Community Center. The sale of items by nonprofit organizations may occur with prior approval from the Commission.
5. Inappropriate behavior and language is prohibited.
6. Children ages 12 and under must be supervised by a guardian who is at least 18 years old.
7. The use or consumption of alcohol, tobacco products, and illegal drugs are not permitted in the building or on the grounds of the Day Street Community Center.
8. Shirts and shoes are required throughout the building.
9. Gambling or wagering is not permitted in the Day Street Community Center.
10. Renters are reminded that there may be continued use of non-rented areas of the Day Street Community Center by its Staff and other patrons during the term of the rental. Such uses may conflict with the activities of the Renter. It is the policy of the Commission to accommodate the needs of its program participants and Staff prior to that of Renters.

# Day Street Community Center

## *Rental & Management Fees Schedule*

*effective January 1, 2009*

The rental of the Day Street Community Center facilities requires a completed **Rental Application & Contract**, adherence to the entire **Rental Policy** by renters and all guests, and the payment of the following applicable fees.

- **Security Deposit** of \$100: reserves the requested date and is refundable provided the facilities are left clean and undamaged.
- **Room Rental Fee:** assessed according to the particular room or rooms requested and the duration of the rental period. All room rentals include the use of up to 12 six-foot folding tables, 50 folding chairs, and access to the kitchenette (when available), restrooms, and water fountain.
- **Management Fee:** assessed per rental period to offset the costs of the Community Center heating, cooling, maintenance, cleaning, and other utilities, as well as managing the rental arrangements and the Center's master schedule.
- **Equipment Rental Fee:** assessed for the use of certain Community Center equipment, if requested.

<b>Day Street Community Center</b> 15 Day Street, East Stroudsburg, PA 18301 570-426-1512		<b>Room Rental</b> <i>up to 4 hrs</i>	<b>per hour</b> <i>thereafter</i>	<b>Management Fee</b>
<b>Individual Rooms</b>				
C1	Classroom 1	\$50	\$15	\$15
C2	Classroom 2	\$50	\$15	\$15
K	Kitchenette; accessory to all rentals, when available	no charge	no charge	no charge
M	Meeting Room	\$75	\$25	\$25
G	Gym	\$75	\$25	\$25
<b>Room Combinations</b>				
	Meeting Room OR Gym plus 1 Classroom	\$100	\$40	\$30
	Meeting Room OR Gym plus 2 Classrooms	\$125	\$55	\$35
	Meeting Room AND Gym	\$125	\$50	\$40
	Meeting Room AND Gym plus 1 Classroom	\$150	\$65	\$45
	Meeting Room AND Gym plus 2 Classrooms	\$175	\$80	\$50
<b>Equipment</b>				
	TV, DVD/VCR Player	\$15 per rental period		
	Digital Projector	\$15 per rental period		

# Day Street Community Center

## *Rental Application & Contract*

Date(s) \_\_\_\_\_ Hours \_\_\_\_\_ Event/Purpose \_\_\_\_\_

Facilities	Equipment	Fees	Dates Due
<input type="checkbox"/> Meeting Room	<input type="checkbox"/> TV, DVD/VCR	Security Deposit \$ _____	upon reservation _____
<input type="checkbox"/> Gym	<input type="checkbox"/> Digital Projector	Room Rental Fee \$ _____	
<input type="checkbox"/> Classroom 1		Management Fee \$ _____	
<input type="checkbox"/> Classroom 2		Equipment Fee \$ _____	
<input type="checkbox"/> Kitchenette		<b>Total Due SROSRC</b> \$ _____	1 wk prior to event _____

Renter \_\_\_\_\_ email \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone, day \_\_\_\_\_ eve \_\_\_\_\_ cell \_\_\_\_\_

Liability Insurance Required Date Received \_\_\_\_\_

### Renter and Commission Responsibilities

1. The Renter is responsible for set-up, clean-up and restoring the Center to its original manner. All furniture must be placed back to where it was upon arrival. Cleaning equipment and supplies are stored in the closet and available for use.
2. The Renter is responsible for all terms of the Rental Policy, made a part of this Contract, and the behavior of its/his/her guests. If damage or theft occurs to any portion of the Center, the Renter will not be refunded its/his/her deposit. If damages exceed the amount of the security deposit, the Renter will be charged additionally for repairs.
3. The Renter is responsible for employing caterers. If they do not perform their responsibility and leave the Center in poor condition, the Renter is held responsible and its/his/her deposit will not be refunded. The deposit will be used to offset the costs of clean-up.
4. The Stroud Region Open Space and Recreation Commission is not responsible for damage or theft to any equipment or supplies of the Renter, guests and their services, i.e. catering supplies, renter decorations, etc.
5. If all conditions are satisfied, the Commission will refund the deposit within four weeks after the Rental Date.
6. The Renter agrees to defend, indemnify, and hold harmless the Stroud Region Open Space and Recreation Commission and the Borough of East Stroudsburg; their officials, officers, appointees and employees from and against any and all loss, liability, and damages, of whatever nature to persons, property, including but not limited to death of any person and loss of the use of any property related to or resulting from use of the Day Street Community Center facility pursuant to this Contract, except for the intentional misconduct of the Stroud Region Open Space and Recreation Commission, or its officials, officers, appointees or employees.
7. The Commission reserves the right to deny a potential Renter access to the Community Center, based on past experience with the Renter, or any other valid reason, and reserves the right to increase the security deposit based on past experiences with the Renter. A Renter that owes the Commission money as a result of a prior use of the Center will not be permitted to use the facility again until such debt is resolved.

I have read and agree to the deposit, rental, and maintenance fees and all terms of the Rental Policy governing the use of the Day Street Community Center.

Renter's Signature \_\_\_\_\_ Date \_\_\_\_\_

Commission Staff Signature \_\_\_\_\_ Date \_\_\_\_\_