

**CITY OF MT. MORRIS
A.J. LAFURGEY COMMUNITY ROOM
RENTAL AGREEMENT**

RENTAL INFORMATION:

Group Name: _____

Name & Address: _____

Home Phone: _____ Day Phone: _____

Rental Date: _____ Time: _____

ATTENTION: If rental date is on the weekend you will have the **WHOLE** day.

FOR OFFICIAL USE ONLY:

Fee Paid: _____ Key Deposit: _____ Date: _____

Received By: _____ Date: _____

Key Number: _____ Date gave out: _____ Date returned: _____

NOTES: _____

RENTERS AGREEMENT:

I, the undersigned, understand and agree that by signing and dating this agreement I certify that I have read the "Rental Terms and Conditions" contained herein and I agree to be bound by them.

Signature: _____ Date: _____

RENTAL TERMS AND CONDITIONS:

- User fee is due at the time this agreement is submitted. Make check payable to the City of Mt. Morris. Dates cannot be reserved until payment is received.
- The Room shall be scheduled on a calendar year basis of January 1 to December 31.
- No user may possess, consume or distribute any alcohol or controlled substance. No user may smoke nor allow smoking within the room. No user may engage in or allow the conduct of any activity which is illegal under any local, state or federal law, rule or regulation.
- The renter shall be aware of any responsibility for the costs of damages, lack of proper cleanliness and excessive wear and tear caused to the community room, the restrooms and hallway, parking area and the lawn.
- Every renter is responsible for cleaning up his or her own mess. If you get there and the person before you did not clean the room please report it to 810-577-0074.
- The city of Mt. Morris does not supply cleaning supplies or trash bags. The renter **MUST** bring their own vacuum and **MUST** take the garbage with you when you leave. There is a mop and bucket in the furnace room for cleaning the floor.
- The City of Mt. Morris Rents the Community Room on a first come, first serve basis.
- If rental date is on the weekday you have one hour after rental time to clean up before the next rental user arrives. Please do not stay longer unless you have talked to City Hall staff.
- Please make sure that the room is left neat and clean. Thank you.

PURPOSE

The purpose of this policy is to set forth how the City allocated the use of the Community Room (the “Room”) both by user and frequency of use, enforces those policies and provide for administrative hearings for those who do not feel they were treated fairly or in accordance with this policy. The intent is to provide a low-cost facility for the City’s many residents, taxpayers and organizations, ensure them the greatest access practicable, hold them responsible for the maintenance and cleanliness of the facility, and to be a good neighbor to the surrounding area.

RESPONSIBILITY

The City Manager (the “Manager”) is primarily responsible for the administration of this policy. When directed by this Policy or Ordinance, appeals from the Manager’s decisions may be heard by the City Council. The Manager shall be allowed to make changes to this policy as the need for change occurs.

ELIGIBLE USERS

The following are the individuals and organizations that may use the Room:

- A. **City Residents**: those who reside within the city limits of Mt. Morris
- B. **Non-City Residents**: Those who do not reside within the city limits of Mt. Morris
- C. **City Taxpayers**: Those who have incurred a real or personal property tax bill at the time of application to use the room and who remain a city taxpayer at the time of using the room.
- D. **City Employees**: Those who are on the paid payroll of the City at the time of application to use the room and who remain a city employee at the time of using the room.
- E. **Service Groups (City Based)**: Service groups that are based in the city of Mt. Morris such as Kiwanis, Lions, Scout Troops and the like. Proof of being city based may include Articles of Incorporation which include a majority of the organizations board or officers as City Residents or Taxpayers or the organizations Charter which spells out as its primary focus service to the residents of the city of Mt. Morris.
- F. **Service Groups**: Service organizations which may be based outside the city of Mt. Morris but serve the residents of the city. Proof of serving the city may include the organizations charter which spells out that the city of Mt. Morris is within its service area, membership rosters showing a substantial portion of the membership comes from the city or events calendars showing a substantial number of activities and events occur within or benefit the city.
- G. **Non-Profit and Government Agencies**: Non-Profit and Government agencies whose purpose is to provide intake, counseling, recruitment, and the like where a substantial portion of the population served is expected to be residents or taxpayers of the city. Proof of this can be a statement to that effect by the organization and a subsequent client profile showing the users residence if so requested.
- H. **Organized Groups**: Loose associations of people, which are not chartered or incorporated, which meet for a single recreational or social purpose uniting them, i.e. seniors, quilters, amateur radio enthusiasts and the like- where the majority of the users are from categories A, B, and C above.

INELIGIBLE USERS

The room may not be used for the solicitation of sales or services, the actual sale of product or services of the distribution of product or services by for-profit individuals, businesses or organizations.

This is not meant to eliminate the use of the room for such solicitations, sales or distributions by non-profit, government or service organizations or agencies. This is not meant to eliminate the use of the room by businesses which are taxpayers or which are owned by residents for such incidental uses as recruitment and interview of personnel, employee retreats, planning sessions, seminars and the like. This section is intended to restrict the use of the room as a taxpayer supported competitor to the merchants, business, and property owners who pay rent, staff and taxes as a cost of their business.

CONDITION AND TIMES FOR VACATING THE ROOM

All users are expected to use the Room in a manner which does not cause excessive wear and tear, damage the Room and its furnishings, and are suitable for the incoming user. Users are to notify the city if it finds the Room in less than acceptable condition or of any damage which might have occurred during their use of the Room.

The Room is to be left vacant of all users by agreed upon time, cleaned, and locked by the following times- depending on the time slot which was requested- as follows:

1. Weekend and Night: NO LATER THAN MIDNIGHT
2. Day: One hour after the time slot requested

FEE

FOR SERVICE GROUPS, NON-PROFITS & ORGANIZED GROUPS

*See ELIGIBLE USERS, page 1 & 2, section E, F, G & H

1. **Non-Profit Groups** - \$100.00 Damage Deposit for the year. - No Rental Fee for using the room.
2. **Senior Citizen Groups** - \$100.00 Damage Deposit for the year. - No Rental Fee for using the room.
3. **Organized Groups** - \$100.00 Damage Deposit for the year. - No Rental Fee for using the room.
4. **Service Groups** - \$100.00 Damage Deposit for the year. - No Rental Fee for using the room.

The four groups (listed above) may opt to pre-select their rental dates for the up-coming year.

*See FIXED TIME SLOTS FOR GROUPS, page 4, section 11.

The four groups (listed above) may pre-select **no more than** the following number of rental dates per year during the OPEN RENTAL PERIOD:

- Any (1) Weekday per week (Monday, Tuesday, Wednesday, Thursday or Friday) per month
- Any (1) (Saturday - Sunday) per month

NOTE: The four groups (listed above) may request additional days in the upcoming year to use the room at no charge, IF:

- The group makes their additional requests AFTER January 1st of the upcoming year;
- Their requested rental date(s) is not booked more than 6 weeks before the requested date of use;
- They understand that All OPEN RENTAL PERIOD requests are on a first come, first serve basis regardless whether a group or an individual is requesting use of the community room.

FOR CITY RESIDENTS, NON-CITY RESIDENTS, CITY TAXPAYERS & CITY EMPLOYEES

*See ELIGIBLE USERS, page 1 & 2, section A, B, C & D

1. City of Mt. Morris Residents - \$75.00 Damage Deposit per rental date PLUS \$125.00 Rental Fee per rental date.
2. Non-city of Mt. Morris Residents - \$75.00 Damage Deposit per rental date PLUS \$175.00 Rental Fee per rental date.
3. City Taxpayers - \$75.00 Damage Deposit per rental date PLUS \$125.00 Rental Fee per rental date.
4. City Employees - \$75.00 Damage Deposit per rental date PLUS \$100.00 Rental Fee per rental date.
5. A 25.00 dollar late key fee will be deducted from refundable deposit if key is not turn in on time.

The four classifications of INDIVIDUALS (listed above) may request to rent the community room for multiple dates in the upcoming year, beginning on November 15th for the calendar year of January 1st through December 31st.

*See (PERIODIC TIME SLOTS FOR ALL USERS), page 4.

The four classifications of individuals (listed above) may request as many date(s) as they want as long as:

- A. Requests are made AFTER November 15th for dates in the upcoming year (Jan. 1st – Dec. 31st);
- B. The full \$75.00 Damage Deposit PLUS the full RENTAL FEE (see fees above) are paid for EACH date that is requested. A completed RENTAL FORM with FULL PAYMENT (rental fee AND Damage Deposit Fee) must be submitted with each date officially requested.
- C. All OPEN RENTAL PERIOD requests are on a first come, first serve basis.