

The following policies and procedures are related to the use and rental of City facilities under the direction of the Thrive 55+ Center located at 104 Ruth Drive, Ashland City. This facility is for community use by the public and other City Departments and is not intended to be used for commercial business or "for profit" business ventures. The Community Room is reserved accepted as is. The Center will not guarantee any special services.

# RATES & AVAILABILITY:

- 1. Community Rental Fees:
  - **\$25.00 per hour** for Ashland City Property Owners/Residents and Current Active Center Members. Proof of address and verification of membership is required.
  - **\$30.00 per hour** for all other renters.

#### 2. 501(c)(3) Nonprofit Organizations Rental Fees:

- 501(c)(3) Nonprofit Organizations registered as located within Cheatham County may rent the Community Room once a year at a 50% discount **(\$12.50 per hour)** for a charitable fundraising event. This does not include presentation dinners, socials, etc.
- 501(c)(3) Nonprofit Organizations residing within the city limits may rent the Community Room once a year for a refundable deposit only **(\$200)** for a charitable fundraising event. This does not include presentation dinners, socials, etc.
- Proof of current or applied for 501(c)(3) status will be required at the time the reservation is made.
- All other requirements and rental policies apply. Proof of liability insurance for an event must be provided.
- **3.** An additional refundable cleaning/damage deposit of \$200.00 will be charged for <u>all</u> rentals. Deposit fee shall be returned within 30 days upon completion of event if there is no damage.
- 4. The deposit and rental fee shall be submitted at the time the reservation is made. Payment may be in the form of cash, or a check or money order made payable to The Town of Ashland City.
- 5. The renter will be charged an additional \$20.00 for a check returned for non-sufficient funds. Payment of the entire rental amount and the NSF charge by cash or money order must be made promptly, upon notification from the City Hall office, or the rental agreement will be considered terminated.
- 6. Reservations shall not exceed six (6) hours in length per day.
- **7.** Reservations are made on a first come, first served basis with payment in full. We cannot hold the room per phone request or partial payment.
- **8.** According to the fire code, the entire building is permitted to hold 140 people. The maximum room capacity for the main room is 70. Occupancy must be kept at that number or fewer.
- 9. Community Room use shall be restricted to the following hours:
  - Monday Friday from 5:00 p.m. to 11:00 p.m.
  - Saturday from 12:00 p.m. to 11:00 p.m.
  - Sunday from 12:00 p.m. to 6:00 p.m.

**10.** The Community Room is not available for use when Center or City events are scheduled.

# **RESERVATION PROCEDURES**

- 1. The rental includes the main room, bathroom (handicapped accessible), and kitchen ONLY.
- 2. Reservations require a minimum of 30 (thirty) days in advance of use.
- **3.** All reservations must be confirmed by the participant at least 24 hours in advance of the event through the Center Director by calling the Thrive 55+ Center at 615-792-3629.
- **4.** Please pick up a key for the building from the Center office (104 Ruth Drive) before 4:00p.m. on the business day before the rental.
- 5. The facility must be occupied or locked, if unoccupied, always during the rental period.
- Rental fees will be returned if the reservation is cancelled by the renter with a notice of 7 (seven) days or more. In the event of a cancellation within 7 (seven) days, the fees, except for \$25.00, will be refunded.
- All reservations must be made in person through the Center Director or Staff at 104 Ruth Drive, Ashland City during normal Center business hours of Monday – Friday 8:00 a.m. to 4:00 p.m. You may call 615-792-3629 to check availability.
- **8.** A Rental Agreement shall be completed prior to confirming reservations. Oral or tentative agreements are not accepted.
- **9.** Upon completion of the rental agreement and payment of the rental fee the building is considered rented for the date on the form. Access to the building earlier than the day of the rental may result in additional charges, since the building may be rented to another group.
- **10.** Any individual entering into this agreement must be 21 (twenty-one) years of age and be prepared to present a valid driver's license as proof.
- **11.** In the event the community room is not available due to an act of God or other casualty, the rental charge and any deposit shall be refunded in full. The Center shall not be responsible for the unavailability of the premises due to an act of God or other casualty. Renter's sole and exclusive remedy shall be a return of the rental charge and security deposit.
- **12.** The right to use the premises is not transferable.
- **13.** Tables and chairs shall be furnished by the Center to adequately seat the number of persons stated in the Rental Agreement.
- 14. Renter must supply cups, linens, plates, flatware, etc., and is responsible for food, drinks, snacks, decorations, etc. Tablecloths are required for all tables used. Table sizes can be provided by Center staff. No red or orange drinks are allowed because of the possibility of stains on the flooring. Dishes or silverware belonging to the center are not for use by the renter.
- **15.** The building is a government building and must be treated as such; therefore, <u>tobacco</u> <u>products are only allowed 50 feet from the building and alcoholic beverages are</u> <u>not allowed on the premises, including grounds and parking lot</u>.
- 16. <u>Absolutely</u> no candles or open flames are allowed per the Fire Marshall.
- 17. Decorations may only be hung on walls or ceilings using clear or painter's tape only that will not damage the wall or ceiling finish. Absolutely no nails, tacks, glue, putty are permitted. The use of confetti, bird seed or any other like materials is not permitted. The renter is required to remove and properly dispose of all decorations.

- 18. All parking should be confined to the designated parking lot for the Center property. The grass areas around the parking lot may be used for overflow parking. Return of the cleaning/damage deposit may be reduced or forfeited if vehicles cause damage to grounds. No parking is allowed on the street or on neighboring properties. The City and the Center assume no liability or responsibility whatsoever for inadequate parking for event participants or damages to any vehicles or contents thereof.
- 19. Since the Center is in a residential neighborhood, it is the renter's responsibility to keep the noise level at an acceptable volume which includes controlling such things as music, speakers, boisterous participants, etc. so as not to be disruptive to the neighborhood. Failure to control may result in closing of event in addition to any criminal charges that may result.
- **20.** Outside signs may be displayed the day of the rental and removed the same day. Signs must meet the Town of Ashland City's Sign Ordinance which can be found on the City's website at ashlandcitytn.gov.
- **21.** The building is air-conditioned/heated; therefore, windows are not permitted to be opened. The front and back doors are <u>not</u> to be propped open at any time.
- **22.** The Thrive 55+ staff, as well as Ashland City Police and Fire Departments reserve the right to visit during the rental time to check compliance with this agreement.
- 23. The Renter agrees to comply with all laws of the state of Tennessee and the United States of America, and the Renter agrees not to use or occupy the premises for unlawful purposes or permit others to use the premises for unlawful purposes, and will conform to and abide by all laws and regulations of any governmental body or agency, and the rules and regulations of the Center regarding said premises or the use thereof.
- 24. After the Center Director inspects the building, the office will process the cleaning deposit refund. Any cleaning by the Center Staff will diminish or cancel the refund. Return of the refund may take between thirty to sixty days.

### Liability:

Neither The Town of Ashland City nor the Thrive 55+ Center's liability insurance will protect either the Renter or the Renter's guests, employees, agents, or caterers from claims arising out of the Renter's use of the rented premises. Renter is strongly advised to consult with Renter's legal counsel and insurance agent to determine both liability exposure and insurance protection available to Renter when hosting the event for which the premises are being rented.

A current certificate of liability insurance policy in the amount of \$1,000,000.00 (one million dollars) is required for an event. The certificate must be presented at least 7 days prior to the day of the event. This requirement does not apply to non-profit organization meetings.



#### RENTAL AGREEMENT FOR THE THRIVE 55+ CENTER ASHLAND CITY

RENTAL DATE:		
RENTAL TIMES:		
PURPOSE OF RENTAL:		
RENTER'S NAME:		
ADDRESS:		
PHONE		

The Renter assumes all risk of loss or damage to personal and Town of Ashland City property caused by the renter and/or individuals in attendance. The Renter agrees to return the property to the condition in which it was received from the Town of Ashland City. The Renter will pay all attorney fees generated in the collection of damages. The Renter and/or Individuals attending also waive liability for injury occurring at the place of rental.

The Renter, in consideration of this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby stipulated, does hereby agree to indemnify and hold the City, its council, employees, officers, and the Thrive 55+ Center, Inc., its officers and members, free and harmless of any and all demands, causes of action or any other claims whatsoever for damage to property, or injury or death to persons, arising out of, or connected with, the rental and use of the premises by the Renter and all persons attending the event.

The Renter hereby further agrees to indemnify and hold the City harmless for any third-party claims that may be filed due to the Renters use of the premises. Renter shall be totally liable for any and all expenses including attorney fees that the City may incur due to a third-party claim.

The Renter shall be responsible for all attendees at the facility and shall maintain a civil function at the facility. Renter is responsible for ensuring that there is no violence, shrewd or disruptive behavior, or any offensive behavior by their invitees. In the event of such behavior, the City may shut down the use of the facility sooner than the time period as set out in the rental agreement with the Renter waiving any refund of monies paid.

#### I have read the rental agreement and agree to abide by its conditions.

CONTACT (Print Name): \_\_\_\_\_

SIGNED: DATE:

PLEASE COMPLETE FORM AND SUBMIT TO: THRIVE 55+ ASHLAND CITY **104 RUTH DRIVE** ASHLAND CITY, TN 37015

	FOR OFFICE USE ONLY	
RENTAL FEE: \$	DEPOSIT FEE: \$	DATE PAID:
Refund Paid \$	CLAIM SUBMITTED Date: _	

Signature

Date



## CHECK LIST FOR RENTERS OF THE THRIVE 55+ ASHLAND CITY CENTER

- \_\_\_\_ Remove all decorations and tape.
- Leave 30 chairs out and place them against the side walls. Put the remaining chairs away on the chair racks. Please see instructions on the inside of the closet door for the correct way to place the chairs on the rack.
- \_\_\_\_ Clean and take down all tables and return them to their designated storage racks inside the closet.
- \_\_\_\_ Use the dust mop or broom on the main room to remove any debris. These are items are located in the laundry room.
- Contain all trash (from kitchen, main room, and restrooms) in the trash bags provided and place in dumpster at the back of the building. Trash should not be left in the building. Additional bags will be the responsibility of the renter.
- \_\_\_\_ Make sure all lights and fans are turned off (including restroom).
- \_\_\_\_ All outside doors must be checked to ensure they are secure exterior doors must be locked.
- \_\_\_\_ The thermostat should be set at 68 for the heat setting or 72 for the cool setting.
- \_\_\_\_ Kitchen floor swept (if used).
- \_\_\_\_ Kitchen counters/stove wiped down (if used).
- \_\_\_\_\_ Refrigerator should be cleared of food and any spills wiped up (if used).

LEAVE THIS FORM "CHECKED OFF" FOR CENTER STAFF ON THE KITCHEN COUNTER.

**FOR REFUND OF THE CLEANING DEPOSIT:** The building must be left in the manner received.

# THANK YOU!