



Town of Upper Marlboro

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Regulations Governing Use of The Town of Upper Marlboro Meeting Room(s)

The Upper Marlboro Town Hall building, and surrounding grounds are both owned and maintained by The Town of Upper Marlboro using public funds. The Board of Commissioners are interested in guaranteeing the use of meeting space to its residents. The Town also serves as a historical and cultural center for the greater Upper Marlboro area. In order to promote the public interest, the Town agrees to allow the residents of the Town, and of the greater Upper Marlboro area, to use the Town Hall meeting area(s) and its surrounding grounds for civic and cultural purposes under the terms and conditions as follows:

1. The attached Indemnity/Hold Harmless Agreement is signed, and the organization/person agrees to its contents.
2. The agreement application is properly filled out and signed by the group's authorized leader and submitted with payment at least two weeks prior to the event (*cash, money order, check or major credit cards are accepted*).
3. Meeting rooms will normally be available for use from 5:00 p.m. to 10:00 p.m. during the business week. ~~Weekend event requests require Board approval on a case-by-case basis.~~
4. The Town Hall Facility **AND GROUNDS are** a smoke-free environment; No **HARD** alcohol or illicit drugs may be consumed or served; Beer and wine is allowed, but only with prior approval by the Board of Town Commissioners. ~~Town Administrator? Consumption of beer or wine while on Town Hall property requires the presence of a Town Police Officer at the rate of \$75 per hour.~~ No alcohol shall be sold on Town property at any time. No open flames are allowed; If refreshments are to be served, tables must be protected with a waterproof covering. If food is to be sold, a County Food Service Permit may be required.
5. A Certificate of Insurance showing liability coverage and listing the Town as an additional insured may be required by groups that are legal entities or individuals. Tenant user liability insurance is available via the LGIT and the NLC.
6. Town Hall and the grounds must be left in the same condition and arrangement as it was found; Any damage to the Town Hall Facility, its contents, furnishings and/or grounds must be compensated for to the Town.
7. Youth organizations must be supervised by at least one adult over the age of 21.
8. The capacity of the Conference Room is determined by fire regulations and must not exceed 39 people if using chairs and tables; and **83** people without chairs and tables. Hallway doors to the meeting room(s) must remain unlocked at all times.
9. In-Town events, residents, staff, businesses, civic groups, Town committees and clubs have priority use of the Town Hall Meeting Room. Rental rates for outside-of-Town citizens, businesses and various groups are applied according to the current rate schedule (*see Rate Chart on Request Application next page.*)
10. **Parking of Vehicles can only be in designated paved parking spaces. All reserved spaces must remain open. Overflow parking is available at the adjacent Board of Education parking lot.**
11. No refunds for cancellations. No rescheduling of booked dates once agreement is approved.
12. One Application Form can be used for multiple meeting dates by a single entity, but all dates requested must be within the same fiscal year (*July 1—June 30*) however, only one Hold Harmless Agreement form per request is required.
13. The President of the Board of Town Commissioners reserves the right to supplant previously reserved dates, reclassify and/or waive rental fees, or make exemptions to regulations at his or her discretion.

I have read and understand these conditions and regulations of this use agreement and agree to abide by them.

Signature of applicant (date of this request)

Name of group/organization/individual

Contact information (phone & email)

Contact Address

Date(s) you are requesting the room to be reserved	

Start time: _____	Duration (in hours): _____

Meeting Rooms **RATE CHART**

<p><u>Private Event- Outside Town Entity:</u> \$100 per hour <i>Max 5 hours — requires \$250 refundable deposit</i></p>	<p><u>Private Event: In-Town Entity:</u> First 2 hours FREE \$100 per hour <i>Max 5 hours — requires \$250 refundable deposit</i></p>
<p><u>Area Civic Associations:</u> <i>(Outside Town's corporate boundaries)</i> \$75 per hour <i>Max 3 hours — requires \$250 refundable deposit</i></p>	<p><u>Public/ Community Event</u> First 2 hours FREE \$50 per hour <i>Max 5 hours — requires \$250 refundable deposit</i></p>

- Enter your event through the side entrance (single glass door) that faces School Lane.
- If facility is being rented outside office hours, the responsible party will need to pick up a access key card from Town Hall during office hours prior to the event. Failure to return the key card in a timely manner will result in the deposit being held.
- For your security, ensure the School Lane entrance is in locked position once all members of your event have arrived.
- Exit your event through the Conference Room fire exit directly into the parking lot.

-----Town Staff Use Only Below This Line-----

Please provide 2 separate payments: One for <u>rental fee</u> & one for <u>deposit</u> . Credit card information can be securely held to satisfy deposit requirement. Deposit is returned (or credit information destroyed) after successful completion of event.	
<i>(Payments can be furnished in the form of check, cash, or credit card—credit card processing incurs a 3.5% processing fee)</i>	
TOTAL rental fee due: \$ _____	TOTAL deposit required: \$ _____
Make checks payable to: <u>Town of Upper Marlboro</u> . Please fill out a separate form for each rental date.	
Mail to: Town of Upper Marlboro, P.O. Box 280, Upper Marlboro, MD 20773	
PLEASE NOTE: No refunds for cancellations. No rescheduling of booked dates once agreement is approved.	

Key Card Picked Up:

Key Card Returned:

Indemnity / Hold Harmless Agreement

In consideration of the use of facilities, _____ [name of person, association or entity] (the "User") agrees to indemnify and hold harmless The Town of Upper Marlboro (the "Town") and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorney's fees) incurred by the Town or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the premises by the User or by the User's members, guests, employees, agents or invitees. User knows, understands, and acknowledges the risks and hazards associated with using the premises and the surrounding property, and hereby assumes any and all risks and hazards associated therewith.

User hereby irrevocably waives any and all claims against the Town or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the User as a result of using the premises and surrounding property and hereby irrevocably releases and discharges the Town and any of its officials, employees or agents from any and all claims of liability arising out of or associated with the use of the premises. User shall pay the Town for any and all physical loss or damage to the premises (including the cost to repair or replace the premises) caused by, arising out of, relating to or associated with the use of the premises by the User or the User's members, employees, agents, guests or invitees. User further agrees to provide proof of insurance, when requested, which names the Town as an additional insured on a policy with limits and coverage's similar to those provided by the Town's insurance carrier. The parties also understand and agree that the Town will not be responsible for lost or stolen items.

Authorized Signature: _____ Date: _____

Name of Organization: _____

Business Address: _____

Name of Contact: _____

Phone: _____ Email: _____
