FACILITY RESERVATION POLICY

The York City Recreation & Parks Bureau authorizes individuals, groups, non-profit organizations, organizations for profit and business the ability to rent the following facilities for those hours in which the facility is not being utilized: Voni B. Grimes Gymnasium, 125 East College Avenue; and the Yorktown Center, 1059 Kelly Drive. Applications are accepted on a first-come-first serve basis. Reservations received in person will have priority over mail-ins. A VALID PA PHOTO ID MUST BE PROVIDED PRIOR TO RENTAL DATE. The party responsible for entering into this rental agreement must be at least 21 years of age and must be in attendance during the scheduled event time and is solely responsible for assuring that all policies are strictly followed for all damages and claims that may occur during the scheduled event.

Payment & Deposit Fees

All individuals, groups or organizations must pay a deposit at the time of the reservation. The deposit amount is 50% of the total facility reservation fee. Dates will not be held for a facility if the deposit is not paid. The reservation must be paid in full by the specified date. Failure to pay the remaining balance of the total rental fee will result in the loss of the deposit and the use of the facility. Acceptable methods of payment are as follows: Check (made payable to the City of York), Cash or Credit Card (Visa or Mastercard)

Cancellation

In case of a cancellation of a facility rental, a non-refundable \$10.00 service fee will be assessed. Any cancellation with less than a two-week notice will result in a total forfeit of the deposit amount paid. Individuals, groups or organizations who have reserved the facility and have failed to provide a two-week notice of cancellation for a total of three (3) or more times will either lose their privilege status for reserving the facility or will no longer be authorized to reserve the facility. York City Recreation & Parks Bureau reserves the right to cancel any scheduled rental time for any reason, including but not limited to weather, facility/equipment conditions or schedule of special events, or if the facility is misused or continually damaged by a particular individual, group or organization.

Designated Use of Facility

Certain recreational facilities, such as the Voni B. Grimes Gymnasium, can only be used for physical education, recreation and sports activities that will not harm the facility's floor. Wedding receptions, family gatherings and roller-skating are examples of prohibited activities at the Voni B. Grimes Gymnasium. Wedding receptions, birthday parties, showers and other types of family gatherings are more appropriately held at the Yorktown Center. Other meetings, special programs and activities can be held at the Yorktown Center. The York City Recreation & Parks Bureau reserves the right to determine if a proposed activity is appropriate for the requested recreational facility.

Drinks & Snacks are Permitted

Please be sure to properly bag all trash and place in the designated area. Please make sure the area is clean and left in good condition. Clean all spills, food, etc. from the gym floor.

<u>Insurance</u>

Each individual, group or organization is responsible for obtaining comprehensive liability insurance. Copies of liability insurance certificates and amount of the certificate should be submitted at the time of the reservation. In the event, the individual, group or organization does not provide the certificate of insurance coverage, York City Recreation & Parks Bureau may recover from the individual, group or organization the value of any claims paid by York City as a result of the individual, group or organization's failure to provide coverage.

Facility Use

The individual, group or organization must abide by all rules and regulations pertaining to the facility rented and the City of York. The individual, group or organization is furthermore responsible for all equipment, supplies and condition of facility and the safety of its participants while conducting their program in the facility. Payment for replacement or repair of York City property must be received no later than one week after the rental date.

Disclaimer

York City Recreation & Parks Bureau assumes no responsibility for the manner in which the individual, group or organization utilizes the facility, which is hereby let. Any performances, or other activities taking part during the time period covered by this Agreement shall be under the sole and direct supervision and control of the individual, group or organization or its officers, agents, employees, members, guests, patrons or invitees.

Lost Property

York City Recreation & Parks Bureau assumes no responsibility whatsoever, for any property placed on the premises, and the York City Recreation & Parks Bureau is hereby expressly released and discharged from any and all liabilities for any loss of property that may be sustained by reason of the use of said premises under this Agreement.

Right to Control

It is understood that York City Recreation & Parks Bureau hereby reserves the right to control and manage the premises and to enforce all necessary and proper rules for the management and operation of the premises and for the York City Recreation & Parks Bureau employees or other authorized representatives to enter and exercise their authority at the premises at any time. York City Recreation & Parks Bureau reserves the right, but not the duty through its employees and representatives, to eject any objectionable person or persons from the premises and York City Recreation & Parks Bureau hereby waives any and all claims for damages against York City Recreation & Parks Bureau or any of its representatives resulting from the exercise of this authority.

Abandoned Property

York City Recreation & Parks Bureau shall have the sole right to collect and have custody of all articles left on the premises by persons using the facilities under the authority of this Agreement. After a period of thirty (30) days, any such property shall be deemed abandoned and become the property of York City Recreation & Parks Bureau.

Amendments

This Agreement cannot be modified in any way except by a written document signed by both parties.

Notices

Any notices required or permitted under this Agreement shall be sent by registered or certified mail, return receipt requested addressed to the addressee shown on the face of this Agreement.

Limit of Liability

The individual, group or organization agrees to indemnify and hold the City of York/Recreation and Parks Bureau harmless from liability to any person resulting from any property damage or personal injury occurring in connection with the event caused by the applicant of the sponsoring organization, its officers, employees or any person under its control.

<u>Sales</u>

The sale of concessions, novelties and all other goods and services are prohibited in the recreational facilities unless York City Recreation & Parks Bureau grants prior written approval.

Pets/Animals

Animals are prohibited in any recreational facility, unless the animal is being utilized as a guide for a disabled person or for an educational class.

File/Forms/Facility Rental Form UPDATED 8-22-18

CITY OF YORK PA

Recreation & Parks Bureau

FACILITY RULES AND REGULATIONS OBSERVED AT ALL LOCATIONS

The following actions are prohibited at all recreational facilities:

- NO Smoking of any Kind
- NO Alcoholic Beverages
- NO Weapons of any Kind
- NO Abusive Language
- NO Fighting
- NO Candles
- NO Gambling

Youth must be supervised at all times. York City has an established set curfew for our youth under the age of 18. Curfew has been set for 12:00 midnight to 6:00 a.m., per York City Ordinance Article 737 – Minors Curfew.

ALL EVENTS MUST END AND BUILDING BE VACATED NO LATER THAN 11:00 P.M.

Loud music is to be kept at a minimum, per York City Ordinance Article 714 – Noise (714.01, 714.02, 713.03 and 714.99)

York City Fire and York City Police Departments are subject to "on the spot" inspections at any time.

It is the responsibility of the individual, group or organization to leave the facility in the condition that is was found. Additional fees will be charged if the facility area is not left in a clean and orderly fashion after the event.

RECREATIONAL FACILITY SPECIFICS

Voni B. Grimes Gym (1000-person capacity)

Food and drink are permitted.

Children 12 and under are prohibited from using the weight equipment.

Hard soled shoes are not allowed on the court; soft-soled, non-marking shoes only.

No fighting or wrestling allowed.

No playing on bleachers.

Chewing gum is prohibited.

Individuals, groups and organizations are responsible for their own gym set-up.

Do not remove any equipment without prior approval from York City Recreation & Parks.

*Additional Equipment Rental Costs: Locker Rooms - \$5.00 per event; Scoreboard - \$5.00 per event; Bleachers - \$2.00 per event; Kitchen Area - \$5.00 per event

Yorktown Center (47-person capacity)

No kitchen facilities available.

Groups and organizations are responsible for their own set-up.

No fighting or wrestling allowed.

Do not remove any equipment without prior approval from York City Recreation & Parks Bureau.

All exterior doors and windows must be locked.

REVISED: 8/10/18

H:\Athletics\Gym Rental Forms