# CITY OF YORK, PA FACILITY RESERVATION POLICY VONI B. GRIMES GYMNASIUM | YORKTOWN CENTER

The York City Department of Public Works authorizes individuals, groups, non-profit organizations, organizations for profit and businesses the ability to rent the following facilities for hours in which the facility is not being utilized by City organized or sponsored events: Voni B. Grimes Gymnasium, 125 East College Avenue; and the Yorktown Center, 1059 Kelly Drive. Applications are accepted on a first-come, first-served basis. Reservations received in person will have priority over mail-ins or online reservations. 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. Applications must be submitted 30 days prior to the event date. If the application is not submitted 30 days prior to the event date, FULL PAYMENT WILL BE DUE AT THE TIME OF APPLICATION SUBMISSION.

# **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 the facility if the deposit is not paid. The reservation balance must be paid in full by the specified date. Failure to pay the remaining balance of the rental fee will result in the loss of the deposit and the use of the facility.

Acceptable methods of payment are as follows: Check OR Money Order ONLY (made payable to the City of York)

Cash or Credit Card is NOT ACCEPTED.

Payments may be made by appointment or mail ONLY. Walk-ins are not permitted without an appointment.

The facility will be inspected after the event, and if the conditions of the rental have been compromised, the applicant will be contacted.

# **Conditions include:**

- Leaving on time as the rental application.
- Facility must be clear of debris and left in the condition as found upon arrival for the event.
- ❖ All trash removed and placed at the designated area.
- Tables and chairs placed in designated area.
- Bathrooms and kitchen areas must be clear of debris and trash emptied. The areas must be left in the condition as found was upon arrival for the event.
- No damage to the facility inside or outside.
- Area must be swept, spills cleaned and area free of debris
- All decorations removed from the facility.

# 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 forfeiture 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 Department of Public Works reserves the right to cancel any scheduled rental at any time for any reason, including, but not limited to, weather, facility/equipment conditions, scheduling of a York City special event, or if the facility is misused or continually damaged by a particular individual, group, or organization.

## **Designated Use of Facility**

Recreational facilities, such as the Voni B. Grimes Gymnasium and the Yorktown Center can be used for physical education, recreation and sports activities, wedding receptions, birthday parties, showers, and other types of family gatherings. Rollerskating and hockey are not permitted at the Voni B. Grimes Gymnasium as this activity would damage the floor.

The York City Department of Public Works reserves the right to decide 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 it in the designated area. Please make sure the area is clean and left in good condition. Clean all spills, food, etc. from the floor.

#### **Insurance**

Each individual, group, or organization is responsible for obtaining comprehensive liability insurance. Copies of liability insurance certificates and amount of the certificate must be provided at the time of reservation final payment. In the event, the individual, group, or organization does not provide the certificate of insurance coverage, York City Department of Public Works 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/Damage

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 the facility and the safety of its participants while conducting their program in the facility. Any damage incurred during the

facility reservation period will result in the applicant being notified of said damage. An invoice will be prepared and payment for replacement or repair of York City property must be received no later than one week after the rental date.

#### Disclaimer

York City Department of Public Works assumes no responsibility for how the individual, group, or organization utilizes the facility, which is hereby let. Any performances or other activities taking part during the rental 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 Department of Public Works assumes no responsibility whatsoever, for any property placed on the premises, and the York City Department of Public Works 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 Department of Public Works 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 Department of Public Works employees or other authorized representatives to enter and exercise their authority at the premises at any time. York City Department of Public Works 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 Department of Public Works hereby waives any and all claims for damages against York City Department of Public Works or any of its representatives resulting from the exercise of this authority.

#### **Abandoned Property**

York City Department of Public Works 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 considered abandoned and become the property of York City Department of Public Works.

#### **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.

# Sales

The sale of concessions, novelties and all other goods and services are prohibited in the recreational facilities unless York City Department of Public Works grants prior written approval.

# Pets/Animals

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

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