

THE CITY OF
GOOSE CREEK
BERKELEY CO. EST. 1961 SO. CAROLINA

FACILITIES USE POLICIES & GUIDELINES

This is a legal contract. Please read before signing.

It is the policy of the City of Goose Creek to cooperate with organizations or individuals in the use of its buildings and facilities for public service events. While the primary use of these facilities must remain to support City programs, the facilities may be available for activities that are consistent with the mission of the City. Any activity that in the judgment of the City would be disruptive to the City's operation or is not consistent with the City's mission will not be approved.

The purpose of this policy is to provide guidelines for reserving space for use of a City facility by external individuals and organizations. Any questions regarding this Policy should be directed to the City of Goose Creek. This Policy establishes guidelines for the periodic, temporary, and contractual use of City facilities by external users. All policies and guidelines presented in this document are subject to review and change without notice.

General Conditions and Amount of Fee

It is agreed between the City of Goose Creek, and _____, hereinafter referred to as USER, that the City of Goose Creek shall allow the USER access and the use of the FACILITY as conditioned and described below, subject to all the policies and procedures of The City of Goose Creek.

This agreement does not provide for the provision of any security. The City has the right to assess a charge for security. If security is required, the USER shall pay in advance for the expense of any security measures, including the hiring of off-duty police officers, that the City deems necessary.

Organization Requesting Use

Applicant Name: _____ Date of Birth: _____

Applicant Address: _____

Name of Organization/Group: _____

Phone Number: _____ Email: _____

Facility (Check One) **Community Center:** MP Room 1 MP Room 2 Gym 1 Gym 2

Senior Center: Dining Room **Park Rental:** Eubanks Park **Basketball Party** ___

Date(s) of Use: _____

Time Needed: **Begin** _____ a.m./ p.m. - **End** _____ a.m./ p.m. No rentals past 6:30 pm on the weekend

Purpose of Use (Type of Activity): _____

Event Cost (See Facility Rental Rates to Calculate Cost): _____

Security Deposit: \$100 Receipt # _____ (Due when reservation is made)- refundable if there are no damages or contract violations)

Security Deposit will refunded after an inspection of the facility. Renter will receive their refund on their deposit within 30 days of rental date.

Rental Fee Due: _____ (4 weeks prior to the rental) **Due Date:** _____

Rental Fee Paid: _____ Staff: _____

FACILITY RENTAL & FEES	
ROOM	HOURLY FEE (2 HOUR MINIMUM)
COMMUNITY CENTER	
MP ROOM 1 (RED)*	\$60 (\$70 Non Resident)
MP ROOM 2 (PRESCHOOL)*	\$45 (\$55 Non Resident)
GYMNASIUM 1 OR 2**	\$60 (\$70 Non Resident)
GYMNASIUMS FLOOR (90 MINUTE RENTAL) **	\$175
BASKETBALL PARTY	\$150R/\$160NR (2 HOUR PARTY)
EUBANKS PARK (3 HOUR RENTAL - GC RESIDENTS ONLY)***	\$25 FOR 3 HOURS \$5 FOR EACH ADDITIONAL HOUR
SENIOR CENTER (BERKELEY COUNTY RESIDENTS ONLY)	
DINING ROOM****	\$70

* Only Available during scheduled Community Center business hours (M-F 6:00am-9:00pm; Sat 7:00am-6:30pm)

** Only Available during certain hours (M-Th 8:00am-9:00pm; F 8:00am-8:00pm; Sat 9:00am-2:00pm)

***Only Available FROM 8 AM – UNTIL DARK

****Provides for use of dining room, restrooms and kitchen serving area only, plus staff member for opening building, monitoring event, locking facility

- **Senior Center rentals include 12 (5 foot) round tables & 72 red chairs.**
- **Community Center room rentals include 3 (8 foot) long tables & 30 folding chairs.** Community Center only: Additional tables and chairs may be rented: additional tables are \$5 each and additional chairs are \$1 each. No outside tables are permitted. Tables and chairs not available for gym rentals.
- **Eubanks Park rentals includes the use of the covered pavilion and restrooms only. The volleyball, tennis and basketball courts are open to the public at all times.**
 - **Key pickup: During Community Center office hours: Monday – Friday 8 am – 9 pm, Saturday and Sunday 9-4 pm**
 - **Key return: To the Community Center reception desk after rental is finished or the next day during regular business hours.**
 - **RENTER IS RESPONSIBLE THAT ALL TRASH IS PICKED UP AND REMOVED FROM THE PARK.**
 - **Restrooms must be locked.**
 - **No vehicles may be driven into the park. All vehicles must be parked in the parking lot.**
 - **No excessively loud music is permitted.**
 - **No selling or fund-raising is permitted in the park.**
 - **No electricity or water are provided.**
 - **No inflatables, jump castles, mechanical rides permitted.**
 - **Also see reservation guidelines below.**

A. Reservation Guidelines

1. A minimum of two (2) hours will be charged for all rentals. There are no half-hour rentals. Renters cannot arrive, decorate, drop off food etc. before their rental time starts.
2. Renters must have an authorized representative and must be at least twenty-one (21) years of age to rent a facility.
3. There shall be no fundraising activities, door charges, or sale of any article for private gain.
4. No cooking is allowed on site. Table coverings are required if food or beverages are served.
5. Designated parking is available on the premises. Parking and driving vehicles on the grass, trails, or service roads is prohibited.
6. Rental of any portion of a City facility includes only that space designated in the User agreement and does not include exclusive use of the restrooms, parking lot, or any other area of the facilities. Other events may be taking place within the facility at the same time as your reservation.
7. The renter is responsible for all setup and clean up related to the reservation. All setup and clean up must take place within your reservation time.

Renter's Initials _____

8. Damage or alterations to the appearance of any portion of the facility or surrounding area will result in a damage fee. An inspection will be conducted after each rental. Renter is responsible for any damages to the facility and will be billed for the cost or replacement or repair of any damaged item.
9. The following items are prohibited:
 - The use of offensive or inappropriate language.
 - Excessively loud noise.
 - Possession or use of drugs, firearms, knives or any other weapon.
 - Animals, except service dogs.
 - Smoking.
 - Alcoholic beverages.
10. All advertisements for any events held in City facilities must be clearly marked “NOT SPONSORED BY THE CITY OF GOOSE CREEK.”

B. Payments and Refunds

Facilities are rented schedule depending on an hourly basis between designated hours. **Payment and all event details must be finalized at least fourteen (14) days prior to the reservation.** Reservations made with less than 14 days advanced notice may be accommodated, schedule and staff permitting.

A seven (7) day notice of cancellation is required to receive a refund. Refunds will not be given for cancellations made less than seven (7) days prior to the event.

Reservations are for the time scheduled only. Any event that extends past allotted time may result in additional fees.

C. Use Guidelines of City Facilities

City of Goose Creek activities, including programs presented by city staff or other organizations affiliated with the city, have priority. During public use hours, when meeting rooms are not being used by the city, they are available for use by citizens and organizations gathering to conduct non-profit, civic, community, educational and cultural activities or business meetings.

By opening the City’s facility to public use, the City intends to create a limited public forum in which public uses are restricted in a manner that is consistent with the City’s civic mission and that does not allow uses that would interfere with the governmental functions of the City. The City reserves the right to close the facilities to public use and terminate the limited public forum at any time. Although the City will make every attempt to find alternative facilities, the City reserves the right to cancel a reservation and use the facility for City purposes.

Meeting rooms or parks may **not** be used for any of the following:

- Fundraising.
- Commercial activity.
- Religious or anti-religious activity.
- For the benefit of private individuals.
- Any use for which the City of Goose Creek determines is not consistent with the mission of the City.

The City of Goose Creek reserves the right to accept, renew, or reject requests for use of the room(s) under the established policy. The City of Goose Creek provides meeting room space as a public service but does not endorse the views or opinions of groups utilizing these facilities.

Each organization or individual may only rent a facility four (4) times in a calendar year.

Renter’s Initials _____

D. Violation of Rules

Person(s) violating the existing rules and regulations constituting a public nuisance or potential hazard to persons or property, or exhibiting disorderly conduct, shall be served notice by the staff and expelled from the facility. Such violations can be subject to prosecution in accordance with state and local laws and ordinances.

E. Right to Alter or End an Event

The City of Goose Creek staff maintains the right to cancel, alter, or end an event at any time it is determined necessary to protect the facility from damage or to assure the safety and welfare of event participants, visitors, or the surrounding community. **In the event a function is ended for cause, no refund will be issued.**

The undersigned has been given authority to act for and be responsible for the USER making this application. USER will see that the FACILITY is not misused or abused, that there is proper adult supervision at all times, that the FACILITY is used in conformity with all policies and regulations of the City of Goose Creek, and that all other terms of this BUILDING/FACILITY USE AGREEMENT are adhered to and followed. The USER acknowledges receipt and review of the FACILITIES USE POLICIES & GUIDELINES.

Notwithstanding any of these Terms, The City of Goose Creek reserves the right, with or without notice and in its sole discretion, to modify or terminate this Use Agreement, and to block or prevent access to the facility referenced herein. Should such modification or termination of this agreement occur, USER agrees that its sole remedy for such modification or termination shall be the full refund of the User Fee and that no other damages, actual or consequential shall apply to the modification or termination of this agreement.

USER understands and agrees that this BUILDING/FACILITY USE AGREEMENT does not establish an employer-employee relationship between USER and the City of Goose Creek and that the event is neither a conducted event nor a sponsored event of the City of Goose Creek. It is understood that the City of Goose Creek will not exercise any physical or other control over the operation of the event other than those already spelled out in this BUILDING/FACILITY USE AGREEMENT. In addition, USER understands that The City of Goose Creek is not providing any supervision by this agreement.

USER shall comply with all local, state, and federal laws and regulations related to the use of the Facility. This includes Americans with Disabilities Act (ADA) compliance

USER shall be responsible for all cleanup of the FACILITY, including adjacent grounds, at the end of the rental. USER shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the FACILITY, leaving the FACILITY clean and free of all trash and litter. USER shall also leave all fixtures, if any, in good working condition.

1. No Other Promises or Warranties

USER understands that no promises are made otherwise than what is contained in this Agreement, that no warranties have been made that the FACILITY will be adequate for USER'S planned use, and that USER accepts the FACILITY in an "AS IS" condition. USER has inspected the FACILITY to be used and has independently determined that it is suitable and safe for their particular purpose.

2. Express Indemnity

USER will be financially responsible for any and all damages to the building, contents and premises that result from its use of the FACILITY, including property damages, structural damage, and personal injury by USER, its employees, agents, volunteers, guests or subcontractors which occur in the course of use of the building/premises.

USER shall indemnify and hold harmless the City of Goose Creek, its officials, employees and volunteers, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the use of the FACILITY, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the tortuous act or negligent act or omission of USER, its employees, agents, volunteers, guest or subcontractors.

The undersigned have carefully read, understand and agree to the terms of this Agreement, and further agree that no oral representations, statements or inducements have been made.

Applicant Signature: _____ Date: _____

City of Goose Creek: _____ Date: _____
(Authorized Signature)

Renter's Initials _____