

HAVRE DE GRACE COMMUNITY CENTER 100 LAGARET LANE FACILITY USE AGREEMENT

If your event will include the Use or Sale of alcoholic beverages, you must contact the Harford County Liquor and Licensing Board. If you will have gambling (i.e., big wheel, raffle tickets, etc.,) at your event, you must contact the Harford County Sheriff's Department. If your event will include the Use or Sale of food, you must contact the Harford County Health Department.

THIS AGF	REEMENT is	made this		day			,	20	_ betwee	n The Mayor an	d City Coun	cil of
Havre de	Grace, a Cha	arter munio	cipali	ty un	der the l	aws	of Marylan	d, and	d owner o	f the Havre de G	Grace Comm	unity
Center,	(hereafter	referred	to	as	"CITY"	or	"HAVRE	DE	GRACE	COMMUNITY	CENTER),	and
									(hereafter referre	ed to as " US	ER").

Purpose of rental:		
Event sponsor:		

<u>Note</u>: Non-profit organizations only: Please check box if you plan to promote your event by placing signs in City right away. Signs can be placed up to 45 days prior to event and are to be removed within 3 days following event.

Date of event:		
Approximate Time you pl	an to enter the facility for set-up: _	
Event Start time:		sors must vacate premises by 12:00 am midnight.
Contact person: Address:		
Email:		Cell phone:

THE HAVRE DE GRACE COMMUNITY CENTER grants the USER permission to use all of the space as specified:

The permission granted includes reasonable access to the specified space prior to and after the rental for the purpose of delivering, installing, or moving supplies, equipment and props; subject however, to the right of the HAVRE DE GRACE COMMUNITY CENTER to specify times and conditions appropriate to the HAVRE DE GRACE COMMUNITY CENTER'S continuing use of the rented space.

USER Agrees:

- 1. TO PAY the CITY OF HAVRE DE GRACE for the use of the rented space the sum of **\$1,100.00 per event** plus any fees for services or additional items furnished by the City at the request of the USER.
 - A. NON-REFUNDABLE deposit of 50% of the lease rental shall be required with a signed lease contract.
 - B. The BALANCE of the lease rental fee is due 60 DAYS PRIOR to the event date.
 - C. In addition to the above fees, a refundable security deposit/cleaning deposit of \$100.00 is to be paid at time of picking up the Community Center keys from City Hall. The deposit will be returned if, in the City's sole discretion, the conditions and obligations under this agreement are met by the User.
 - D. The Mayor and City Council may change the Community Center fees each July 1st (beginning July 1, 2022), based on Chapter 70 of the Havre de Grace City Code.

2. TO REIMBURSE the HAVRE DE GRACE COMMUNITY CENTER for any damage, harm or injury to the HAVRE DE GRACE COMMUNITY CENTER'S property in, on, or about the PREMISES caused by any act or omission of the **USER** or his/her exhibitors, performers, employees, patrons, guests, invitees, suppliers or contractors in connection with or arising from the **USER'S** use and occupancy of the rented space. Any additional reimbursement under this provision shall be paid by the **USER** within ten (10) days after the use of the rented space.

3. NOT TO CONDUCT or permit activities in or about the rented space in violation of Federal, State, or Local laws or beyond the description of the purpose of the rental as stated above and to take all appropriate action to enforce this provision.

4. TO DEFEND, indemnify and hold harmless the CITY from all claims, suits, actions or liabilities growing out of injuries to persons, including death, or damage to property in, on, or about the rented space during the period in which the privileges herein are granted, or occurring in the course of, or as a result of, the exercise thereto.

5. TO NEITHER ASSIGN the AGREEMENT nor any privilege to any person, company or firm without prior consent of an authorized representative of the HAVRE DE GRACE COMMUNITY CENTER.

6. TO NEITHER DISASSEMBLE, alter or remove any item or fixture of the HAVRE DE GRACE COMMUNITY CENTER in the rented space.

7. TO NEITHER NAIL, SCREW, TAPE OR AFFIX in any manner whatsoever, <u>anything</u> to the premises except at those places and locations expressly provided or designated. **Note:** A wire has been installed for you to hang items such as banners, drapes, other decorations. This is the only permitted surface to be used for attachments. Painters tape is to be used to secure electrical wires to the floor or rubber mats can be used.

8. NOT TO PERMIT any person to sleep overnight on the property unless special permission is granted by the CITY pursuant to the terms of an addendum to this AGREEMENT solely for purposes of security.

9. The CITY'S designated REPRESENTATIVE shall have EXCLUSIVE CONTROL over the regulation and use of: (a) all electrical lights, plugs and/or the connection of any electrical device to the electrical outlets of the HAVRE DE GRACE COMMUNITY CENTER; (b) all heat, air conditioning, ventilation (fans) and/or (c) the opening of doors or windows. The REPRESENTATIVE shall have **UNLIMITED ACCESS** to ANY and ALL PARTS of the facility **AT ALL TIMES**.

10. ALL RIGHTS not covered by this contract, involving the **USER** or any agent or guest of the **USER** utilizing the HAVRE DE GRACE COMMUNITY CENTER as a result of this contract shall be determined by the CITY'S designated **REPRESENTATIVE**.

11. CANCELLATION – There will be no deposit refunds unless a REPRESENTATIVE of the HAVRE DE GRACE COMMUNITY CENTER initiates the cancellation, at which time all deposits made by the **USER** to the HAVRE DE GRACE COMMUNITY CENTER shall be refunded.

12. The CITY shall be held harmless and may cancel this or any future contracts, if in the opinion of the CITY, the USER or his/her exhibitors, agents, performers, employees, patrons, guests, invitees, suppliers or contractors damage the property, do not comply with the terms of the contract or damage the reputation of the CITY.

13. NOTHING in this AGREEMENT shall be construed as providing an exclusive license to the USER for the permitted event except on the dates set forth herein, and the CITY reserves the right to rent the HAVRE DE GRACE COMMUNITY CENTER to any other USER for similar purposes on dates not covered by this AGREEMENT.

USER is Responsible for:

Setting-up Event:

- Tables and chairs are located in the storage room in the Main Hall. Please be careful not to drag the tables and chairs across the floor. Arrange tables and chairs so that guests do not lean their chairs or rest their feet against the walls.
- Make sure Exit Doors are not blocked.

- Decorations. It is understood by User that no items whatsoever are to be nailed, screwed, taped, or affixed in any manner to the premises except for those places and locations expressly designated. All decorations are to be removed immediately at end of event.
- Place the trash cans at an easy distance for guests to have access.
- Cover all surfaces including floors, tables and chairs should artwork in the form of painting take place.

Taking Care of the Community Center During Event:

- Monitor the trash cans throughout the rented space and empty as needed. (Dumpster is located on lot behind the kitchen.)
- Wipe up any spills as soon as possible. Mops and buckets are stored on site.

End of Event Wrap-up: Arrange the time of your event to insure all tasks are completed by the **12:00pm/midnight** mandatory exit time.

- All food products and beverages are to be removed from the premises immediately at end of event. Turn off stove.
- All trash is to be placed in the dumpster provided on site.
- Return all tables and chairs to the storage closet on the carts as labeled.
- Sweep and mop the floors as needed.
- Rental items not provided by the Havre de Grace Community Center are to be removed immediately from the premises. <u>Storing rental items on-site for next day or later pick-up is not permitted</u>. Please make arrangements with Rental Service to collect items at end of your event.
- Make sure all doors and windows are closed securely.
- Turn off all lights in the building upon exit. Return key to City Hall by 8:00 a.m. Monday.

This AGREEMENT, together with any addenda, shall be the entire agreement and is effective on the date noted above.

Authorized signature of designated **REPRESENTATIVE** HAVRE DE GRACE COMMUNITY CENTER Authorized signature of USER

Approved by Mayor of Havre de Grace (Signature required when signage placement is requested.)

Date

Return completed application to Donna Waller at donnaw@havredegracemd.com.



Important Contact Numbers

The City of Havre de Grace does not have an On-Call person assigned to the Community Center. In the event of an emergency, Dial 911

For non-emergencies, please contact Havre de Grace Police at 410-939-2121.

HAVRE DE GRACE COMMUNITY CENTER 100 LAGARET LANE

From Rt. 155, follow Graceview Drive to Quarry Road, around Meadowvale Elementary School to Lagaret Lane.

Two (2) rooms available

- Main Hall 640 (standing), 500 (seated)
- Meeting Room 60

Tables and Chairs

- <u>300</u> chairs
- **<u>23</u>** round tables 60" round
- 80 rectangular tables: 40- 6' wooden tables, 40 6' white plastic tables

Restaurant-Style Kitchen includes:

- Commercial Refrigerator/Freezer
- Ice Machine
- Portable hot food station
- Portable cold food station
- Microwave
- Convection ovens
- Commercial stove

Required Licenses: (a copy of the acquired license(s) must be on-site during event rental period.)

- **FOOD LICENSE** Phone 410-877-2305. If your event includes the Use or Sale of food at your event, you must contact the Harford County Health Department.
- LIQUOR LICENSE Phone 410-638-3028 or visit their website at: <u>http://www.hclcb.org/alcoholic-beverage-license-applications</u>. If your event will include the Use or Sale of alcoholic beverages, you must contact the Harford County Liquor Board.
- **GAMBLING LICENSE** Phone 410-836-5445 or https://harfordsheriff.org/services/gambling/ (application can be downloaded from their website and submitted to Sheriff's Office Mon-Fri. 24 hours a day) If you are having gaming at your event (money wheels, raffles, scratch-off bingo, quarter auction, etc.) you must have a ONE DAY GAMBLING LICENSE from the Harford County Sheriff's Office.

Catering Options

• You will find a wide variety of choices in Havre de Grace. For a quick reference, ask for a copy of our list of local restaurant/caterers.