

Town of Haysi
Building Use Policy
(Exhibit "A")

New Policy Effective December 3, 2013

Property owned by the Town of Haysi may be used according to the following guidelines:

1. General Policy

First priority for use of the building will be given the Town of Haysi. Afterwards, consideration will be given to other groups or organizations. The building may be used for meetings, training, education programs, social events, and other activities deemed appropriate by the Town of Haysi.

2. Purpose

This policy prescribes the general responsibilities for the use of the buildings and associated sites. It is applicable to all buildings and sites under the control of the Town of Haysi.

3. Reservations

3.1 A deposit of fifty percent (50%) of the estimated charges and a one hundred dollar (\$100) credit card authorization will be required for all reservations in place of a security deposit and is due when the rental agreement is submitted. Standing reservations for buildings/sites (i.e. weekly meetings for non-profit or service organizations) will need to submit a new reservation request annually by the end of May for the following fiscal year (July to June) to the Haysi Town Hall.

3.2 Reservations for use of each facility will be accepted on a first-come-first-served basis.

3.3 The frequency with which one group may utilize the building is at the discretion of the Town.

3.4 The Town of Haysi retains the right to refuse requests for use of the space or to cancel reservations before or while they are in effect if the applicant fails to comply with these regulations.

3.5 Reservations are not accepted more than twelve (12) months in advance of the scheduled event.

3.6 Permission to use the Town of Haysi's facilities shall not, in any way, constitute an endorsement of the individual or group, or their policies and activities.

3.7 Access to facilities and grounds will be restricted between 11:00pm through 6:00am unless previously authorized in writing by the Town of Haysi.

3.8 The event may be cancelled by written request from the originating applicant. A ten dollar (\$10) service charge will be retained for each cancellation requiring a deposit. A

refund of the amount paid to the Town of Haysi will be made minus the service charge, if cancellation is requested at least two (2) weeks prior to the event. For events cancelled less than two (2) weeks prior to the event, the entire deposit will be retained by the Town of Haysi.

3.9 Reservation of the facilities will not conflict with any municipal activity. A reservation may be cancelled and a full refund issued to the applicant if a conflict arises.

3.10 Reservation of the facilities to any group or individual will be limited in consecutive days to three (3) in a thirty (30) day period.

4. Applicant Responsibility

4.1 Applicant must be at least twenty-one (21) years of age.

4.2 Applicant may not transfer or assign the reservation to another person, business, or organization.

4.3 Applicant is responsible for the supervision of minors at all times.

4.4 Applicant is responsible for providing law enforcement and/or security services if needed.

4.5 Applicant will ensure activity is in full compliance with applicable laws and this Town of Haysi Building Use Policy, including, but not limited to permits, licenses, and with fire and life safety requirements.

4.6 Applicant is responsible for the reasonable use of the building or site and for the protection of the property from excess wear and damage.

4.7 Applicant shall be required to execute a release of liability for negligence or any damages caused to the user or its property during the time of the event or use of the facility.

4.8 Applicant will not admit to the facility a larger number of persons than is permitted.

4.9 Applicant will not place any additional locks on doors. The keys to all facilities shall remain in the possession of the Town of Haysi. Entrances and exits shall be locked and unlocked by an employee of the Town of Haysi in accordance with the time set forth in the corresponding rental agreement unless other arrangements are made and confirmed in writing by the Town.

4.10 Applicant shall provide any furnishings, equipment, and other items required for the scheduled event or activity not existing within the building or site. The Town may provide any specialized or unique equipment, furnishings, audio-visual aids or other items on an individual and as available basis upon request.

5. Terms of Use

5.1 Animals are not allowed inside the buildings (with the exception of service animals).

5.2 Smoking is not permitted in any part of the buildings.

5.3 Alcoholic beverages of any kind are not permitted in the facilities.

5.4 Users may only occupy portions of the building that they have reserved.

5.5 Proper attire, including the wearing of shirts and shoes at all times is required during the use of the facilities. Exceptions must be approved in writing by the Town of Haysi.

5.6 During all activities and events, a town representative will be assigned to supervise the building. Designated employees or representatives from the Town of Haysi have the right to enter any portion of the facility for any purpose whatsoever any time during the scheduled event or activity.

5.7 Town sites may be used by individuals and organizations for suitable activities and events, when not required for town purposes. Facilities are made available in "as is" condition. The Town of Haysi shall not be liable for any damage or expenses due to cancellation, non-suitability, or non-availability of the facilities for any reason.

6. Facility Maintenance

6.1 Applicants are responsible for cleaning the rented facility immediately following their activity or event. Clean-up time will be included in the rental time on the rental agreement.

6.2 Applicants are expected to clean up the facility and remove any materials brought in to the facility. (Vacuum cleaner, trash bags, and other cleaning supplies will be available where needed).

6.3 Applicants are expected to:

6.3a collect and remove all trash.

6.3b wipe off tables and chairs

6.3c return furniture to its original location (unless otherwise directed by staff)

6.3d sweep and clean floors (this includes mopping up any spills)

6.3e check and tidy restrooms (this includes flushing toilets and wiping counters)

6.4 Nothing shall be affixed to any walls or ceilings that permanently marks or damages the walls.

6.5 Tables and chairs will be available; however, set-up will be the responsibility of the applicant. Any damage to the furniture or structure that occurs shall be the responsibility of the applicant.

7. Security Deposit Authorization Guidelines

7.1 Inspection of the premises will be conducted upon exit of the reservation by the applicant and employee of the Town of Haysi.

7.2 All of the conditions below must be followed for continuation of building use privileges and/or to avoid the credit card charge authorized as a security deposit:

- 7.2a Activities must not be disruptive to those working in the building.
- 7.2b The facility must be undamaged.
- 7.2c The facility, including carpet, is left clean.
- 7.2d Items under section 6.3 have been completed.
- 7.2e Functions that occurred have not violated any ordinances of the Town of Haysi or Virginia State Statues.
- 7.2f Facility doors and windows were securely closed and locked at the conclusion of the activity or event.
- 7.2g Lights were turned off and the thermostat was returned to the temperature as directed by staff.
- 7.2h Reservation balance is paid in full.

8. Regulations Specific to the Town Hall Building

- 8.1 Advertisements in and on the Town Hall Building premises are not permitted.
- 8.2 Use of open flames, candles, confetti, and glitter are not permitted.

9. Rental Rates

- 9.1 Rental rates and reservation fees are subject to change as necessary, at the town's discretion. A current Fee Schedule is attached.
- 9.2 Once a reservation is made and the deposit is paid, the rental rate cannot be changed unless the reservation is altered by the applicant.

10. Exceptions

- 10.1 Any exceptions to this building use policy must be approved in writing by the Town of Haysi prior to the reservation date.

11. Approval

- 11.1 Any and all requests are subject to availability of building space, and the Town of Haysi reserves the exclusive right to deny or approve any and all requests from any organization or individual for any reason other than stated herein.

Renter Initial: _____ Date: _____

Town of Haysi
Fee Schedule

Effective December 3, 2013

Russell Fork Trail Center	\$100.00 full day \$50.00 6am-2pm \$50.00 3pm-11pm
Gazebo	No charge
Shelter with Playground	No charge
Municipal Building	\$50 full day \$25.00 6am-2pm \$25.00 3pm-11pm

Inspection Date: _____ Inspection Time: _____ (Exhibit "B")

Existing Issues and Comments:

Applicant: _____ (printed name)

Signature

Town of Haysi: _____ (printed name)

Signature

Inspection Date: _____ Inspection Time: _____

New Issues and Comments:

Applicant: _____ (printed name)

Signature

Town of Haysi: _____ (printed name)

Signature

Town of Haysi
Special Terms and Conditions
(Exhibit "C")

None.