Day Heights Fireman’s Memorial Building

USE Policies And Agreement

02/09
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Overview:

It is the intent of the Day Heights Memorial Firefighters Association (herein out as DHMFA) to make its facilities available to the community on a fair and equitable basis. DHMFA has first priority in scheduling of facilities for programs and activities. The following procedures, guidelines and fee structures will outline the rules and regulations regarding Department facilities.

Applications:

- Application and payment, if applicable, for facility usage must be made in person at the time of booking and must be in the form of a check or cash.

Applications and payment can be made by appointment at:
1313 Vera Cruz Pike (State Route 131)
Milford, Ohio 45150
513-576-6255 or 513-575-9351

Checks made payable to: Day Heights Fireman’s Memorial Building

General Rules and Regulations:
• The USER of the facility must be in attendance throughout the entire event and is solely responsible for any and all violations of said agreement.
• You must be 21 or older to sign the facility agreement.
• Two adult chaperones (over 21 years of age) must be provided for every 25 minors (under 18) in attendance.
• Gambling is prohibited.
• Alcoholic beverages are permitted by special permit only.
• Tobacco products are not permitted to be used inside. Tobacco products use is permitted in designated area only.
• All groups or individuals using facilities shall be responsible for the facility being clean and in an orderly state after scheduled use. Should the facilities be left in such a condition to require addition cleanup or maintenance, the security deposit may be forfeited and any additional expenses shall be invoiced to the renter. A renters checklist will be provided.
• All functions conducted in the facility must be in accordance with all state and local regulations and are open to inspection by the local authorities.
• Tables and chairs are not to be taken outside.

**Non-Profit Organizations:**

Legally chartered non-profit groups who primarily serve the Milford/ Miami Township/ Goshen/ Stonelick areas may reserve a room at the building. The usage fee will be waived for meetings. For other activities (i.e. fundraisers) the fee will be 50% of the usage fee.

**Commercial Use:**

Commercial use of the Day Heights Memorial Building is prohibited. Businesses may use the facility for training or other business related uses, but may not use the facility for the sale of any goods or services.
**Usage Fees are based on a 4 hour basis:**

Large Room (200 capacity)
- $150.00 Sun-Thurs
- $300.00 Fri-Sat

Small Room (50 capacity)
- $50.00

**Additional Fees:**
- Refundable Security Deposit $150.00
- Set-Up Fee (optional) $100.00
- Take Down Fee (optional) $100.00
- Clean Up Fee $100.00
- Additional time: $150.00/hour
- Kitchen usage fee: $25.00

**Security Deposit/ Refund Policy:**

- A refundable security deposit is required for ALL events held in the facility. The deposit will be refunded within fourteen (14) days of the event if user is in compliance with all rules and regulations and the premises are left in the same condition as it was before the event.
- The security deposit is due at the time the facility is reserved.
- The deposit will be forfeited under the following circumstances:
  - Failure to clean the facility as specified in checklist.
  - Failure to secure the facility including activation of security system, if applicable.
  - Damage to facility or furnishings;
  - Possession or consumption of intoxicating beverages without proper permit;
  - Any other act of negligence;
  - Dispatch of Police or Fire Department as a result of any act of negligence;
  - Breach of rules and regulations of usage contract.
- The user hereby warrants that he/she will be personally liable for the cost of repair of any damage over and above that covered by the security deposit, as determined by the Board of Trustees. USER recognizes that the DHMFA is in no way responsible for lost, damaged or stolen personal items.
- If user fails to reimburse DHMFA for any damage over and above that covered by the security deposit, the Organization may pursue criminal charges against user.
• No refunds whatsoever will be given if agreement is terminated by actions of persons attending the event or by actions of the user, its’ agents, servants, or employees.
• In the event that at any time after the date this agreement is signed and before or during the time the hall is contracted, Day Heights Fireman’s Memorial building should be materially hampered, interrupted or interfered with in carrying out or completion of this agreement by reason of fire, casualty, black-out, strike, unavoidable accident, riot, war, act of God, or any local or national emergency or unusual condition or any other cause of the same or similar kind then that event, this agreement, at the option of the DHMFA shall become null and void and user shall not be entitled to said hall. The usage fee and security deposit shall be returned to the user within 7 days subsequent to any of the aforementioned events.

Additional Services:

Facility has a set number of tables and chairs. Day Heights Memorial Building will provide set-up and take-down for a fee of $100.00 each. Users are responsible for making arrangements for tables, chairs or other equipment exceeding building inventory.

Operational requirements for entering/leaving facility:

• The building has a built-in security system that controls access to the facility when not in use. The security system is activated by an alarm code that is provided to the user at the time agreement is signed. The user is responsible for obtaining these prior to the scheduled event.
• The user will be provided with a door activation code and will be required to provide times that the doors will be unlocked to accommodate their guests at the time the agreement is signed.
• IF you develop a problem either in deactivating or activating the security system, please refer to the call list that is posted on the wall for assistance. **Failure to activate the security system after your event may forfeit the security deposit.**
Hours of Operation:
Meeting Room is available 8AM- 10PM
Hall is open for usage from 10A.M. to Midnight.

Use of Intoxicating Beverages:
- The use of intoxicating beverages is permitted by special permit only.
- A separate application and permit is required for events in which intoxicating beverages will be consumed.
- The sale of intoxicating beverages is prohibited.
- Intoxicating beverages shall not be furnished to minors under the age of twenty-one (21) years of age.
- Intoxicating beverages shall not be furnished to intoxicated persons, habitual alcoholics or to whom the Liquor Control Department has prohibited the sale of intoxicating beverages.
- It is the users responsibility to insure that alcohol is not served to anyone who is visibly or knowingly intoxicated. The user also must make sure that no intoxicated individuals be allowed to drive off the premises. This shall be accomplished by either providing them with a designated driver or by hiring some other means of transportation.
- Furnishing of Alcohol will cease 1 hour before the end of the event.
- User is responsible for ensuring compliance with all Ohio Laws pertaining to use or consumption of intoxicating beverages.
- DHMFA is not responsible for those whose actions result in a Criminal Act as a result of Intoxicating Beverages that is the responsibility of the user.

Miscellaneous:
- If cancellation is necessary, user must cancel at least thirty (30) days in advance or one-half (1/2) of the usage fee will be forfeited. Any changes in dates and times must be done in writing.
- A member of DHMFA shall have the right to enter the premises at any time to check on the event or to determine if there are violations of rules and regulations or any state law.
- USER shall maintain a copy of the usage contract with him/her during the event as evidence of the registration.
• Taping, tacking, or affixing anything to the walls, non glass of doors or ceiling of the facility is prohibited.
• The use of candles is permitted provided they are in a glass container with sand or water.
• Users must only use the facility during their scheduled time according to their contract. **The facility must be left in the condition you found it.**
• **NO FOG OR SMOKE MACHINES OF ANY KIND ARE PERMITTED.**
• **NO CONFETTI IS PERMITTED ANYWHERE IN THE BUILDING**
• DHMFA reserves the right to amend rules and fees at any time without advance notice to the public.
• Users may furnish their own caterers.
• Limited kitchen facilities are available.
• Caterer must be instructed by the user to clean up the kitchen and food serving area before leaving the premises.
• Failure to clean up will result in the loss of the security deposit.
• Caterer must furnish his own liability insurance policy in the amount of $500,000.00. A **copy must be turned over to DHMFA 2 weeks prior to the event.**