

Facility Rental Guidelines

These guidelines apply to all facility rentals by private individuals and groups unless otherwise noted in the Facility Addendum, or by exceptions approved by the Director or designee.

Definitions

- Renter: the person, at least 21 years old, who has a PARKS DIRECT account and completes the Facility Reservation Request/Agreement. If renting on behalf of a group, the individual must be listed as an authorized representative.
- Household ID: the unique number assigned to a family or organization in PARKS DIRECT.
- After-Hours: any rental request that is outside of normal operating hours for the facility. Requests that extend beyond normal operating hours are considered “after-hours” requests; e.g. if a facility is open 12 NOON-4 PM and a request is submitted for 10 AM-2 PM, or 2-6 PM.
- During-Hours: any rental request that is during normal operating hours for the facility.
- Nonprofit Group: an organization that has provided a current IRS letter confirming their 501(c)(3) status. Organization accounts must be updated in PARKS DIRECT to be considered a nonprofit group.
- Partner: a group that is registered and approved through the online partner request process.
- Recurring/Repeat Rentals: a rental that has multiple, separate bookings. For instance, a homeowner’s association that rents a room every 3rd Wednesday of the month or a church that rents every Sunday.
- Facility Reservation Request/Agreement: the form that the Renter submits to request the space. Until the Renter receives a confirmation, the Renter does not have an approved rental.
- Facility Information Sheet: provides information on the spaces, policies and amenities unique to that facility.
- Specialty facilities: facilities that are unique and may include more than one gymnasium, no gymnasium, complexes, etc.

Application Process and Timelines – *What you can expect when requesting space at a facility.*

- Any individual or organization requesting space must have a valid PARKS DIRECT account.
- Renter submits a **Facility Reservation Request/Agreement**, which outlines the space, use and setup requirements for the event, as well as any special requests. There is a minimum duration of 2 hours for rental requests, with exceptions for meetings with Facility Director approval.
 - **During-Hours requests** must be submitted at least 48 hours before the event, and must be approved by the Facility Director and Regional Manager.
 - **After-Hours requests** must be submitted at least 14 days before the event, and must be approved by the Facility Director, Regional Manager and Program Superintendent.
 - **Exception requests** (fundraisers, public events, etc.) must be submitted at least 30 days before the event, and must be approved by the Facility Director, Regional Manager, Program Superintendent and Division Chief.

- **Exception requests involving alcohol** must be approved by the Director or designee.
- *In the event of **unplanned events** (e.g. repasts, celebrations of life, etc.), every effort will be made to accommodate the requests, provided that space is available and facility staff are able to work the event.*
- **Recurring/Repeat Rentals:** the duration of the rental is at the Facility Director's discretion, but must not exceed 365 days from when the request is submitted.
 - One security deposit may be charged for the duration of the rental contract.
 - Payment plans may be utilized, based on mutual agreement between the Renter and the Facility Director. If approved, the security deposit and rental fee for the first booking are due at the time of the initial request.
 - The Renter may forfeit the remaining rental schedule if they do not make on-time payments or fail to pay any additional fees (minor damage, etc.).
- **Security deposit and full payment** are due at the time of the booking.
 - The Department reserves the right to seek reimbursement for the costs of any damage, repairs, etc. to the facility, amenities and equipment provided. This includes, but is not limited to, forfeiting all or part of the security deposit.
 - Any group staying after the permitted time shall be assessed additional fees.
- If a rental is requested less than two weeks in advance, no checks will be accepted.

Fees – *Please see the Facility Rental Fees document for specific fees and charges.*

Before, During and After the Rental – *Renter, Facility and Mutual Expectations for the rental/event.*

- The Renter may access the space only during the time of the rental. The rental times must include any time the Renter needs for event preparations and cleanup.
- **Renter's Responsibilities:** return the space to the way it was found.
 - Checking in and checking out with facility staff.
 - Decorating and/or additional room setup (other than tables and chairs; see *Facility's Responsibilities*, below)
 - Cleaning up any spills, food, etc.
 - Placing bagged trash where requested at the end of the event.
 - Returning the room to the original condition.
 - Supervision of all guests/participants in the space rented, including adults, children, coaches, volunteers and spectators.
 - Financial liability for any damage that occurs, outside of normal wear and tear.
- **Facility's Responsibilities:** provide setup, support and guidance throughout the rental.
 - Setting up tables, chairs and other amenities as agreed upon at the time of the booking.
 - Assisting the renter with any issues that come up during the rental, e.g. providing cleaning supplies or helping clean up a spill, or explaining where to place trash bags when cleaning up prior to departure.
 - Reminding the renter before a rental ends.
 - Breaking down tables and chairs after the rental ends.

- **Mutual Responsibilities:** the Renter and facility staff should communicate prior to the Renter leaving the facility to ensure that all items and issues have been addressed. In the event that this communication does not occur, the Facility Director will follow up with the renter.

Cancellations, Terminations, Changes – Important timelines and rules for rental adjustments.

- **Cancellations:** must be submitted in writing/email by the Renter to the Facility Director.
 - Requests submitted at least 14 days prior to the rental will receive a full refund.
 - Requests submitted fewer than 14 days but more than 48 hours prior to the rental will receive a refund of the rental fees, but the security deposit will be forfeited.
 - Requests submitted fewer than 48 hours in advance are not eligible for a refund.
- **Terminations:** the event may be cancelled and the Renter may forfeit all payments made if they:
 - Provide inaccurate information on the Facility Reservation Request/Agreement.
 - Are found in violation of any of the items in the *Rental Policies* section.
- **Changes:** subject to approval based on facility availability. There is no guarantee that requests for changes will be honored.

Rental Policies – General rules across facilities. Please note that each facility is unique, and specific restrictions on types of events in specific spaces should be discussed with the Facility Director. Please note the specific requirements on the Facility Information sheet for that location.

- **Facility Use:** the Renter has exclusive use of the space rented.
 - During regular hours of operation: if the attendees wish to utilize other parts of the facility, they must abide by the rules of use. For example, if a birthday party participant wishes to play basketball during “open gym” hours at the facility, the person must have a facility membership.
 - Outside of regular hours of operation, the Renter only has access to the spaces rented and the facility’s bathrooms.
 - Rentals must end by midnight. This includes any time that the Renter needs to cleanup and vacate the facility.
 - Renters may not sublet; rentals may not be rented in the name of one individual/group but used by another individual/group (whether for free or at a cost).
- **Advertising:** events may not be advertised. The only exception is if the event is shared via a private group/invitation-only format via social media. Any open groups, advertising or other means of publicity will result in cancellation.
- **Alcohol:** the Renter must request approval to serve alcohol (beer and wine only). If approved, Park Police presence will be required (see *Park Police* section).
 - *The Department has designated several sites where requests for rentals serving alcohol will be considered. Please note that this is still subject to approval by the Department.*
 - The rental must meet the following requirements:
 - The event is not youth-focused
 - Private (invite-only) event; no digital or paper advertising to the general public
 - No admission fees or tickets required to attend
 - No alcohol sales
 - The event must take place After-Hours

- The Renter is responsible for the conduct of attendees. This includes ensuring that the only attendees consuming alcohol are at least 21 years old.
- **Amusements** are not allowed: examples are moon bounces, live animals, ball crawls, dunk tanks or water slides. Please see Park Rules, <http://www.mncppc.org/236/Park-Rules-Regulations>, for more information.
- **Entertainment:** the Renter is allowed to provide entertainment, such as a clown, DJ or magician, with prior approval. The entertainer may be required to provide insurance or other information.
 - Live music must be approved by Park Police prior to the event. The Renter will be required to complete an assessment form for Park Police review.
- **Food:** the Renter may provide food, such as a potluck, catered food, or prepackaged food, to invited guests during a private event.
 - No food may be prepared on-site.
 - If available and reserved, a warming kitchen may be used to heat up food to serve during the private event.
 - If a caterer is providing food, they must have a caterer's license on-site.
- **Park Police** presence may be required on-site during the rental. If so, the Facility Director will provide the Renter's contact information to Park Police, who will then coordinate with the Renter on specific event requirements. *The event is not approved until Park Police has confirmed requirements with both the Renter and the Facility Director.*
 - Park Police presence is required if any of the following apply:
 - Alcohol is being provided or served
 - Groups of 75 or more
 - Parties where the majority of the participants are teens and/or adults
 - Social Events that extend past 8 PM
 - One Park Police Officer is required per every 75 people, for a minimum of 4 hours per Officer.
 - Park Police reserves the right to require additional officers at the Renter's expense.
 - Park Police Officers can either be paid via cash on the day of the rental, or as part of the rental contract. If paid day-of to the officer(s), the rate is \$40/hour/officer (cash only). If paid as part of the rental, the rate is \$60/hour/officer.
- **Teen Events:** the Renter must provide a guest list and chaperone list prior the event. Please see *Park Police* section for more information.
 - During the event: once participants leave the facility, they will not be allowed to reenter.
- **Exception Requests:** if the Renter is requesting any of the following, they must complete the *Exception Request Form*. The Renter may be required to provide a certificate of liability insurance that lists the Maryland-National Capital Park and Planning Commission as an additionally insured party.
 - Commercial use: making money or providing information for the purposes of making money. Examples are business seminars, real estate workshops, etc.
 - Food service: if food is being served during a public event, and/or being sold, then the Renter is required to provide a food service permit. This includes catering companies and individuals.
 - Fundraisers: examples are sports tournaments, dance recitals, health fairs, business workshops, theater productions, etc.
 - Ticketed events: examples are paid or free tickets, online registration, advance ticket sales, etc.