

RESOLUTION G2019-40

**RESOLUTION AUTHORIZING THE CREATION OF A FACILITIES RESERVATION FORM
AND ADOPTING A POLICY AND USE AGREEMENT FOR THE USE OF
ROOMS/BUILDINGS WITH SYMMES TOWNSHIP**

WHEREAS, the Township Trustees have discussed the need to create a facilities reservation form and adopt a policy for the use of those rooms/facilities;

WHEREAS, the Township Administrator has provided a policy for the board to review and it was discussed at the work session meeting in March of 2018, May of 2018 and again in September of 2018; and

WHEREAS, the Board of Trustees, Symmes Township, Hamilton County, Ohio, has reviewed the new facilities reservation form and policy which includes the location and number of rooms and buildings available for use and the rules governing the use of the rooms; and

WHEREAS, the Township Administrator recommends the adoption of this new form and policy in order to ensure that the rooms are being used in a fair and consistent manner and are clean after their use.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Symmes Township, Hamilton County, Ohio:

- Section 1.** The Symmes Township Facilities Reservation Form and Policy attached hereto and incorporated herein as Exhibit "A," is hereby adopted as the Facilities Reservation Form and Policy.
- Section 2.** The Facilities Reservation Form and Policy shall replace and supersede any other formal or informal practice or procedure now in place with regard to room reservation procedures.
- Section 3.** The Facilities Reservation Form and Policy shall be reviewed as needed.
- Section 4.** Upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.
- Section 5.** This Resolution shall take effect and be enforced from and after the earliest period allowed by law.
- Section 6.** Finds and determines that all formal actions of this Board concerning and relating to the passage of this resolution were taken in open meetings of this Board, and that all deliberations of this Board and any of its committee that resulted in such formal actions were taken in meetings open to the public, in compliance with all legal requirements, including (without limitation) Ohio Revised Code §121.22, except as otherwise permitted thereby.

ADOPTED JUNE 4, 2019 – RESOLUTION G2019-40

Vote Record: Mr. Beck ____ Ms. Leis ____ Mr. Bryant ____

BOARD OF TOWNSHIP TRUSTEES:

Philip J. Beck, President

Jodie L. Leis, Vice-President

Kenneth N. Bryant, Trustee

ATTEST:

Carol A. Sims, Fiscal Officer

APPROVED AS TO FORM:

Kevin McDonough, Law Director

SYMMES TOWNSHIP FACILITIES RESERVATION FORM

*Submit to Symmes Township Administration
9323 Union Cemetery Road 45140/ 513-683-6644*

****ALL MEETINGS ARE OPEN TO THE PUBLIC IF HELD IN THIS BUILDING****

Today's Date: _____ Reservation Date(s): _____

Day(s) of the Week: _____ Facility/Room Requested: _____

Time of facility/room use: _____ a.m./p.m. to _____ a.m./p.m.

Must fall within days and hours of availability

Organization: _____

Responsible Person: _____

The entity requesting permission to use the room must designate a representative who will be responsible for the protection, care and cleanliness of the facility. If the information changes on the reservation form, the applicant must notify the Township Office at 513-683-6644 and sign a new form prior to the meeting.

Address: _____

Phone: _____ Alternate Phone: _____

E-Mail Address: _____

Purpose of Use/Program Title (be specific) _____

Approximate # of People Attending Meeting: _____

Will you be serving food/refreshments? Yes _____ No _____ - If yes, please specify what will be brought into the facility. _____

I have read Exhibit "A", the "Symmes township Facilities Policy and Use Agreement", which is incorporated herein by reference and agree to abide by it.

Signature of Responsible Person: _____

***** *Office Use: Deposit & Fees Received* *****

_____ *Deposit Returned* _____;

If deposit retained – Why? _____

Comments: _____

Approved by: _____ **Date:** _____

EXHIBIT “A”

SYMMES TOWNSHIP FACILITIES POLICY AND USE AGREEMENT

Please read carefully. This policy affects your use of any of the rooms for all of our facilities and applies to any future rooms or facilities.

DEFINITIONS

“**Agreement**” refers to the Symmes Township Facilities Room Policy and Use Agreement.

“**Attendees**” refers to the Responsible Party, and all their agents, employees, and invitees.

“**Township**” refers to Symmes Township and its officers, employees, agents and volunteers.

“**Meeting**” refers to both a one-time meeting or a multi-day event or conference.

“**Public Safety Center**” refers to the Township facility located at 8871 Weekly Lane Symmes Township which houses the Fire and Police Departments.

“**Regularly Scheduled**” refers to meetings of a defined group of participants that assemble on a fixed schedule. Examples are Commission meetings, weekly work group meetings, monthly professional association meetings. Meetings for groups or events that meet for a short term or finite period of time, such as Citizens Fire and Police Academy sessions or Township-appointed project committees, do not fall within this definition.

“**Responsible Party**” refers to the organization or entity requesting permission to use the room as well as the person designated by such entity to be responsible for the protection, care and cleanliness of the facility.

“**Room**” refers to the any one of the room options within the Symmes Township Safety Center or Township Administration Building.

“**Township Administration Building**” refers to the Township facility located at 9323 Union Cemetery Road which houses the Administration and Public Works Departments.

AVAILABILITY

Allowed Users in order of preference:

- Meetings/activities sponsored/hosted by Symmes Township.
- Agencies of federal, state or other local governments.
- Other public, non-profit and non-discriminatory organizations whose meetings are open to the general public. (Submission of proof of non-profit status may be required.)

Hours:

- Rooms shall be made available for Symmes Township purposes at any time.
- Rooms shall be available to all other governmental entities and organizations Monday through Friday, 8:00 a.m. through 5:00 p.m. and must be open to the public.
- Rooms may be made available after 5:00 p.m., but no later than 9:00 p.m., to other public, non-profit and non-discriminatory organizations whose meetings are open to the general public.

Room Capacity:

- Safety Center Large Meeting Room – Capacity 75 persons (w/chairs & tables), 110 (w/chairs).
- Safety Center Small Meeting Room – Capacity 25 persons (w/chairs & tables).
- Safety Center Executive Conference Room – Capacity 60 to 8 persons.
- Township Administration Meeting Room – Capacity 50 persons (w/chairs).

APPLICATION/RESERVATION

- The Responsible Party must complete and sign the Public Safety Center Room Reservation Form. These Policies and Use Agreement are a part of that form and are incorporated herein.
- There shall be no “regularly scheduled” use of any Room. Non-governmental organizations shall be limited to using any Room no more than six times per twelve-month period. All governmental organizations shall be limited to using any Room once in a three-month period, except Symmes Township.
- Reservations shall not be accepted more than six months in advance of the Meeting or less than one week in advance of the meeting. An exception may be made for a multi-day conference which may require more advance planning. Symmes Township Trustees, Symmes Township Fire and Police meetings are exempt from this requirement.
- All meetings scheduled in this building shall be open to the public. No person can be asked to leave a meeting and no “private” meetings or events can be held in this building.

FEES

- The full amount of any required security deposit must be received within 48-hours of the reservation. The Township accepts checks or credit card payments. Checks should be made payable to Symmes Township.
- Deposits are retained until after the meeting is completed and there is no damage to the room.
- Failure to provide ten days' notice of a cancellation will result in the forfeit of your deposit. The Township may be notified of any cancellation by calling 613-683-6644.
- Refundable Deposit - \$100.00 (Non-governmental organizations only where an event with food and/or beverages is planned.)
- Rental Rates – No charge at this time for non-profit organizations, government entities or non-discriminatory organizations; \$100.00 fee for any business, fundraiser, or solicitation event.
- Cleaning – All users are required to clean the room to the condition in which they found it. Carpets must be vacuumed, counters wiped down and trash removed. All chairs/tables must be returned to where they were found.

RESPONSIBILITIES

Activities: Activities/uses must not be disruptive to others present in the building. Use of the facility must not require care or service beyond that which is normal and routine for Public Safety Center operations.

Defense of Actions: In case any claim, action or proceeding is brought against the Township in any forum whatsoever by reason of any obligation to be performed under the terms of this Agreement by the Responsible Party or arising from any act or omission of the Responsible Party or the Attendees, the Responsible Party shall, upon notice from Township, defend at trial and on appeal the Township at the sole expense of the Responsible Party, by counsel of Townships choosing. This obligation to defend extends to all manner of proceedings, whether in a judicial, administrative or other forum.

Food and Beverage: Food and beverage may be consumed at Attendees' sole risk and expense. The Township does not provide food/beverage service or any food/beverage service supplies. There is a light-use kitchenette available for Attendees' use. No dark liquids are permitted inside the building.

Indemnification: To the fullest extent authorized by law, the Responsible Party shall indemnify and hold harmless Symmes Township from and against any and all loss, cost, claim, damage, injury or liability whatsoever, including reasonable attorney fees and costs of litigation and appeal, arising from the activities of the Responsible Party and/or attendees, subject to the limitations of liability for public bodies.

Lost and Found: Attendees may call 513-683-6644 to report a lost or found item. The Township will hold items for 30 days. After 30 days, unclaimed items may be donated to charity. The Township is not responsible for lost or stolen items.

No Partnership: By virtue of allowing use of the Room, the Township is not a partner or joint venturer with, or agent of, the Responsible Party in connection with the activity carried on

during use of the Room.

No Third Party Beneficiaries: The Township and the Responsible Party are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or will be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

Non-Assignability: The rights pursuant to use of the Room are personal to the Responsible Party. Any attempt by the Responsible Party to transfer, assign or sublet rights to use of the Room shall be null and void.

Parking: Public parking is available in the rear of the Safety Center on Mayrow Drive. Parking in the front of the building is reserved for public safety use

Public Notices: Public notices and advertising of all Meetings are to refer to the location as the room requested on the Reservation Form within the Symmes Township Public Safety Center, 8871 Weekly Lane 45249. All advertising and public notices of Meetings to be held in the Room must carry a clear statement of organizational sponsorship.

Repair: If any damage results from the use, act or neglect of the Responsible Party or Attendees, Symmes Township may, at its option, repair, remediate or replace such damage, and the Responsible Party shall immediately pay to the Township the total cost of such repair upon demand therefor, plus 15% of the total cost of such repair or replacement to cover the Townships administrative costs and expenses, in addition to consultant fees, reasonable attorney fees and costs of litigation.

Room Condition: The Room is provided in “as is” condition and order. The Responsible Party agrees that commencement of the use of the Room is conclusive proof that the Room was in good order and satisfactory condition when the Responsible Party took possession. During use of the Room, the Responsible Party must maintain and secure the Room in good, clean and safe condition. Before leaving the Room, the Room and any areas adjacent thereto affected by use of the Room must be restored to the condition they were in immediately prior to commencement of use. Upon expiration of allotted time for use of Room, Attendees must peaceably and quietly quit and surrender the Room to the Township in as good a condition as found and in accordance with the Room configuration diagrams posted in the Room. All extra materials must be removed. All garbage must be disposed of in the proper containers. ***If room is found unclean, then a deposit will be required for all future uses or disqualification of use may occur for that organization.***

Room Vacation: The Room must be vacated as scheduled in order to not interfere with other scheduled uses.

Special Note: The Township reserves the right to control the use of the Room to best meet the needs of the public. All scheduled uses are subject to change including cancellation by The Township. The Township reserves the right of immediate access to the Room at all times and is not responsible for any inability to use the Room resulting from any cause, negligent or otherwise. The Township reserves the right to terminate any usage at any time and without prior notice if the use constitutes a nuisance or criminal conduct.

Supervision: A responsible adult must be present at all times. Failure to control the activities of Attendees may result in the suspension of the privilege to use the Room.

Supplies and Materials: The Township provides tables and chairs only. The Responsible Party must provide their own materials, cleaning supplies, audiovisual equipment, computers, easels, paper, etc.

Waiver: The Responsible Party hereby releases the Township of any loss, damage, restitution or compensation arising out of this Agreement or out of the use of any other Township property associated with this Agreement. The Township shall in no event be liable for any loss or damage suffered or incurred by the Responsible Party or Attendees for any reason whatsoever. Such waiver includes, without limitation, waiver of liability for death, personal injury, theft, damage to motor vehicles, loss of property from within motor vehicles, business interruption, lost profits, consequential damages and rights of subrogation.

PROHIBITED ACTIVITIES/USES

The following is prohibited in the Room:

- Animals, with the exception of disability assistance canines or police dogs.
- Burning of any items, including candles or incense.
- Commercial activities.
- Regular business meetings.
- Smoking, vaping or any tobacco products use.
- Staples, tacks, nails, glitter, bubbles, tape or adhesives on painted surfaces.
- Violations of State and local Fire Codes and OSHA Regulations.
- Weapons (except authorized law enforcement employees).

DISCLAIMER

The Symmes Township Board of Trustees neither approves nor disapproves of the content, topics, subject matter or points-of-view of individuals or groups using the facilities.