



The City of District Heights
MUNICIPAL CENTER & GROUNDS
Building Lease Agreement

AUTHORITY

These rules and Regulations governing the operation of the Municipal Center are issued by Orders of the Mayor and Commissioners of the City of District Heights, Maryland, which will be referred to as “The Commission.”

APPLICABILITY

These Rules and Regulations apply to all persons using the Municipal Center. The Municipal Center means the Municipal Building and all the grounds thereto.

HOURS OF OPERATION

A. The hours of operation Monday through Friday will be as follows:

- Recreation/Cultural Office (Recreation Department)..... 9:00a.m. to 9:00 p.m.
- City’s Main Office (General Government)..... 9:00 a.m. to 5:00 p.m.
- Public Works Office..... 8:00 a.m. to 4:00 p.m.
- Police/Code Enforcement Office..... 8:00 a.m. to 5:00 p.m.

B. The hours of rental operation of the gymnasium will be as follows:

- Monday through Saturday (Gymnasium).....10:00 a.m. to 2:00 a.m.
- Monday through Saturday (Meeting Rooms)..... Hours upon request
- Sunday.....Closed

C. Recreation/Cultural Office Telephone Number301-336-5633

Group of Individuals Use of the Facility

The Municipal Center is open for general use otherwise prohibited elsewhere in these regulations.

Applications for Use of Facilities

- A. Facility Request Form is the application for use of any area of the Municipal Center. The Recreation Manager (which will be referred to as the “Manager”) must approve the Facility Request.
- B. An officer or sponsor who is at least 21 years of age must sign the Facility Request Form.
- C. Each event must have adult supervision at all times while using the facility.
- D. The City of District Heights reserves the rights to refuse to allow an organization or individual use of the Municipal Center if the proposed activity is in any fashion inconsistent with generally accepted uses of the Municipal Center. If the facility request is disapproved or revoked, an appeal may be submitted in writing to the Commission.

Reservations

- A. Upon a Facility Request being approved by the director, a certified check or money order made payable to the City of District Heights will be required for usage of the gymnasium. The event must be paid in full at least thirty (30) days prior to the event. A facility request being approved by the Director for any other area in the Municipal Center must be paid in full upon approval of the request. A copy of the Facility Request must be filed in the Recreation/Cultural Department.
- B. Approved groups with events scheduled at regular intervals may use the Municipal Center on a continuing basis. All usage on a continuing basis will expire on December 31st of each year. Renewal Requests must be presented to the Recreation/Cultural Department by November 1st.
- C. Groups must confine their activities to the facility or the area designated on the Facility Request. They will enter and leave by the nearest entrance and exit. The Facility Request issued by the City will indicate specifically which areas may be used.

- D. A Facility Request may be revoked and future permits denied if improper use of the facility or undesirable conduct is determined. Examples of undesirable conduct includes fighting, disorderly conduct, disturbing the peace, overcrowding, vandalism, and any unlawful act or act contrary to the specifications listed in the rental agreement.
- E. The Municipal Grounds are available on a first come, first serve basis unless reserved by the approval of a Facility Request.

Cancellations

TELEPHONE CANCELLATIONS WILL NOT BE ACCPETED!

- A. A cancellation letter must be hand delivered, mailed or faxed to the City of District Heights to the Recreation Director. The fax number is (301) 808-0657. The cancellation becomes effective on the date the request is received by the Recreation Director.
- B. The Recreation Director reserves the right to cancel a reservation if the deposit is not received within three 3 days following the initial date of the request.
- C. Cancellation of reservations by any group or individual shall be subject to the following schedule of charges.
 - 1. Cancellation more than thirty (30) days before the event (Gymnasium)
Cost: Full refund of deposit, less \$300.00 cancellation fee
 - 2. Cancellation thirty (30) days or less before the event (Gymnasium)
Cost: Forfeit of deposit.
 - 3. Cancellation of an event scheduled in any other area in the Municipal Building.
Cost: Half of the charged fees.
- D. The Commission reserves the right to cancel any previously approved activity in order to present special events in the public interest. Any deposit or payments made shall be refunded.
- E. Applicant may cancel reservation to use the City's Facility. If cancellation occurs more than 30 days before the event, the cancellation fee is \$300.00. If the Applicant desires to cancel his/her reservation at any time within thirty (30) days prior to the function, the Applicant forfeits his or her deposit.

Municipal Center Use Fees

The fees for use of the facility are determined by the Commission. The Commission reserves the right to change the fees for the use of the facility at any time. (A copy of the current fee schedule is attached) Please read, adhere to and sign the waiver form if rental fee has been waived.

Specific Rules and Regulations Governing the Municipal Center

Tickets and Advertising

Ticket sales and cash collecting are prohibited for ALL EVENTS at the Municipal Center. A copy of all advertisements, such as flyers, must be submitted with the Building Lease Agreement.

If you have a one-time event or fund-raiser such as a dance, show or concert, you may obtain a blank admissions and amusement tax form from the facility where the event is taking place. You can also obtain a form by calling our Special Events Section at 410-767-4638, Monday - Friday, 8:00 a.m. - 5:00 p.m. You must file the admissions and amusement tax form, together with any taxes due, by the tenth day of the month following the month in which the event occurred.

If you are planning events such as class reunions, carnivals, dances and shows at places other than regular facilities, like catering halls or convention centers, you must contact 410-767-1540. Also, for further information please visit their web site.
<http://business.marylandtaxes.com/filinginfo/admissions/default.asp>

Alcoholic Beverages Events

*BYOL (bring your own liquor) IS PERMITTED FOR PRIVATE AFFAIRS ONLY. "Private Affair" means an event such as weddings, birthday parties, luncheons, receptions, banquets, or a family event.

Alcoholic beverages may be served to adults, 21 years or older, during events. It is the Applicant's responsibility to ensure that alcohol is not served to anyone under the age of 21.

Only **certified non-profit** organizations may operate a CASH bar during events. Organizations must obtain a one-day liquor license in order to operate a cash bar during an event. A copy of the liquor license must be provided to the Recreation Director at least sixty (60) days prior to the event. Additionally, the license must be displayed behind the bar at all times during the event. The Applicant must comply with all provisions of the license during the event. The Site Supervisor reserves the right to

refuse service to anyone and further, to remove unruly guests or vendors from the premises. The City of District Heights is not involved in the serving of alcohol and is not responsible for any usage.

All bottles of wine and champagne that are corked may only be opened in the kitchen.

Please check with the Board of License Commissioners for current license fees. It is suggested that the Applicant apply for the license at least ninety (90) days before the event date in order to receive the license in a timely manner.

Liquor Licenses may be obtained from: License Board Commissioners
Community Services Building
5012 Rhode Island Avenue
Hyattsville, Maryland 20781
(303) 699-2770

Smoking

Smoking is prohibited anywhere in the Municipal Facility.

Security

The applicant must hire uniformed City of District Heights Police Officer(s) to provide security for all alcoholic related events. The officer(s) will be hired for one –half hour before and one-half after the event at the rate of \$50.00 per hour.

In the event that City of District Heights Police Officers are not available, the applicant has the right to hire outside sworn Maryland Police Officers with the approval of the Recreation Director within thirty (30) days prior to the event. The outside law enforcement officer (s) must provide identification, badge number, supervisors name and telephone number.

Religious Services

Regularly scheduled religious services, confirmation, etc., will be permitted with a full explanation of the event prior to approval by the Mayor and Commission.

Dogs and Other Animals

No animals shall be allowed inside the Municipal Center unless specifically requested and authorize on a Facility Request Form. Animals used in the performance of assisting individuals with disabilities will be permitted.

Preservation of Property

All groups and persons using the Municipal Center will be responsible for the proper safekeeping of property. Deliberate misuse or damage to the property by any group or person will result in restitution being demanded. Deliberate misuse or damage to property may also result in the Commission directing that a particular group may no longer use the City's property.

Conduct

The use of profane language, unwarranted loitering, sleeping, or the creation of any hazard to person or things, spitting, prurient, prying, the commission of any obscene or indecent act or any other unseeingly or disorderly conduct, the throwing of articles from the building, or climbing upon any structure, is prohibited.

Sports and Games

Sports and games are authorized only in those areas specifically set apart for such activities.

Weapons

The carrying of firearms or any other dangerous weapon into the Municipal Center or grounds is prohibited.

Gambling

Gambling on the Municipal Center property is prohibited.

Light Fixtures and Heating/AC Controls

The tampering with light fixtures or heating and air conditioning controls is prohibited.

Parking

Parking is permitted only in the legally marked spaces or as permitted by a police officer. Charging a fee to park in the Municipal Center parking lot is prohibited.

Cleanliness

All groups and persons using the facilities will conform to existing signs, and will obey the instructions and directions of authorized personnel.

Lockers

Lockers are available for use during the time the group is scheduled for the particular activity. In no case will any locker be kept locked overnight, except those assigned for storage purposes by the Recreation/Cultural Department. The District Heights Recreation/Cultural Department will not be responsible for any personal items left or stolen.

Fires

No fires shall be allowed on the grounds for picnics or any other use except in authorized areas approved by the Recreation/Cultural Department. This includes the use of stoves, cookout grills, open pits, etc.

Fire Alarms

- A. Inside Building: If you smell smoke or see fire, pull the nearest fire alarm box, notify the Fire Department by calling 911, and leave the building by the nearest exit.

- B. Outside Building: Notify the Fire Department by calling 911.

The address for the Municipal Center is:
2000 Marbury Drive
District Heights, MD 20747

Portable Lighting, Portable Public Address System & Associated Equipment

- A. Patch cords for portable lights and portable public address systems are furnished in a number of different sizes and shall be cut. When it becomes necessary to adjust the length of these cords, permission must be granted by a member of the Recreation/Cultural Department Staff and/or Building and Grounds Department Staff. The use of portable lighting and sound systems (if available) are included in the rental fee.
- B. Lights (if available) are portable and may be moved to any desired location in order to fit the plan of the presentation or event as long as proper consideration is given to the safety of the public and the marring or destruction of City property.
- C. Bulbs will be checked by Government staff prior to the user's scheduled time to see that all are operating. It will be noted if any bulbs are burned out or missing after the event.
- D. The marking of any City equipment with pencil, chalk, magic maker, scratching, taping or any other form is prohibited.
- E. The storing of equipment shall be as follows :
 - 1. All tape and string used in holding wire on lights and sound equipment will be cleared away before storing or turning over the equipment to the Recreation/Cultural Department.
 - 2. Jells and frames will be detached from the light and stored in the box provided.
 - 3. All lights, portable public address systems, portable sound systems, scaffolding, etc. not classified as permanent structures or fixtures will be stored in areas provided.
 - 4. Those items listed above will be completed within 24 hours after the event unless otherwise approved by the Recreation/Cultural Department.

Hardwired (Permanent) Sound and Lighting System

Permanent Systems are the stage lighting and sound patched through the fixed speaker systems within the gymnasium

- A. Only properly trained City personnel may operate the permanent sound and lighting equipment.
- B. Sound and lighting operators will be on duty from one-half hour before to one-half hour after an event inclusive of the event hours.

Municipal Hall Rental Procedures

- A. The general guidelines for rental of the Municipal Center Gymnasium are outlined in the Building Lease Agreement. The employee who initiates the issuing of the Building Lease Agreement Form shall have complete knowledge of its content of the terms and requirements of this contract.
- B. The City employee who initiates the contract shall insure that a City Employee is available to act as an Event Supervisor for the Function.
- C. The City Employee who initiates the contract shall insure that adequate staff is available for hall rental, setup, clean up, and supervisory operations
- D. A non-refundable deposit of \$300.00 is due at the time the Applicant makes his/her initial request. The full balance must be paid thirty (30) days prior to the event. If your event is disapproved a full refund will be granted.
- E. The Event Supervisor is responsible for completing the Event Supervisor Checklist and Event Staff List after the completion of each event. Upon completion of each event, the check list shall be placed in the Building Lease Agreement file.
- F. Should an event require the use of the permanent hardwire, sound and lighting system, only properly trained City employees may operate the system. Operators will be required to work one-half hour before to one-half hour after the conclusion of the event hours.

Municipal Hall Leisure Rules and Regulations

- A. The cost for renting the Facility is set forth in the Facility Rental Fee Schedule.
- B. Setup by the City Employee includes tables, chairs, sweeping and mopping of the floors.
- C. The applicant is responsible for cleaning of kitchen and any other area if used, and removal of all trash (from restrooms, kitchen, gymnasium, and any other rooms used) and deposited into the dumpster outside the facility.
- D. The facility can be rented six days a week, Monday through Saturday between the hours of 10:00a.m. to 2:00 a.m. excluding holidays. The facility can not be rented more than one year in advance of the function date.
- E. At the conclusion of the function, the Event Supervisor shall complete the Event Supervisor Checklist and have it signed by the Applicant.
- F. The Recreation/Cultural Department Director may require the applicant to hire uniformed City of District Heights Police Officers to provide security for the event. The officers will be hired for one-half hour before and one-half hour after the event. The fee per police officer is \$50.00 an hour.
- G. If an event requires the use of the hardwired permanent lighting and sound system, a properly trained City employee will operate the system. The operator of the system will be hired from one-half hour before and one-half hour after the event inclusive of the time the event was scheduled. The fee for the operator is \$50.00 per hour for the event.
- H. Applicants must have permission by the Recreation/Cultural Department Director for live band entertainment.

Facility Rental Fee Schedule
with use of the kitchen

Residents of incorporated City of District Heights (proof of residence required)

- \$175.00 per hour for gymnasium and/or kitchen (up to 4 hours use of fee schedule below)
Deposit of \$175.00 is required to hold reservation for event less than four (4) hours and is subject to cancellation fee of \$50.00.
- \$40.00 per hour for (this is not a commercial kitchen reheating of prepared foods is only allowed) and/or meeting room. Payment in full upon request of reservation

Non-residence of the incorporated City of District Heights

- \$250.00 per hour for gymnasium and/or kitchen (up to 4 hours over 4 hours use fee schedule blow)
Deposit of \$250.00 is required to hold reservation for events less than four (4) hours and is subject to cancellation fees of \$50.00.
- \$60.00 per hour for kitchen (this is not a commercial kitchen reheating of prepared foods is only allowed) paid in full upon request of reservation.

Hours of use	Total fee	
	Resident	Non-Resident
4-8	\$1,000	\$1,200
9	\$1,050	\$1,250
10	\$1,100	\$1,300

A non-refundable \$300.00 deposit must be paid in full the day the reservation is made or the Building Lease Agreement will be null and void. Deposit is not part of Rental fee.

Table Arrangements

All table setup requests should be submitted at least (2) two weeks prior to the event. The Applicant is responsible for providing and setting up all decorations and table coverings.

Specifications for Gymnasium

Specifications: 70ft x 100ft air conditioned, baskets can be lifted out of the way per request.

Capacity: Gymnasium capacity is 345 persons.

Seating: 240 persons at tables, 8 people per table, except for the head table (4 persons on each side of the table)

(TABLES ARE AVAILABLE FOR RENT FOR EVENTS NOT BEING HELD AT THE MUNICIPAL BUILDING.)

The below listed tables are available at \$5.00 per table for residents and \$10.00 per table for non-resident.

Tables		
Rectangular Tables	2ft x 8 ft	Seats 8 people
Round Tables	60 inches	Seats 8 people

Chairs: Metal gray or brown folding chairs

Time limit: 10:00 p.m. -2:00 a.m. (Special exceptions may be granted)

Additional Facilities/Equipment Included: Kitchen with refrigerator, stove (cooking by permission), counter space and large capacity icemaker and restrooms.

City of District Heights
2000 Marbury Drive
District Heights, MD 20747
301-336-5633

Facility Request # _____
Commission Approval YES ____ NO ____ NO ACTION ____
DATE: _____

Facility Request

Please print or type:

Name of applicant or organization: _____

Organization representative: _____

Type of organization (i.e. non-profit, for profit, etc.) _____

Address of applicant or organization _____

Phone number (H): _____ Phone number (W): _____ Phone number (Cell) _____

Type of event: _____ Does this event involve alcoholic beverages: YES ____
NO ____

Have you or your organization, rented these facilities in the past? YES ____ NO ____

At the discretion of either the Recreation Manger, the Chief of Police, or the Mayor and Commission, do you agree to hire one (1) District Heights Police Officer per one hundred fifteen (100) participants?

YES ____ NO ____ If no, state why: _____

Expected number of participants (Capacity is no more than 345): _____

Final head count three (3) days prior to the event: _____

Will a responsible adult be provided for each ten (10) participants: YES ____ NO ____

See additional information regarding fire code regulations

Type of facility needed: Please check all that apply:

Gymnasium ____ Kitchen ____ Snack Bar ____ Meeting Room ____ Ball Field ____

Other _____

Type of entertainment you will have: Live Band ____ DJ ____ Other ____

Will you require the use of the permanent Sound and Lighting System? YES ____ NO ____

Equipment/special requests: _____

Your own equipment: _____

**Michael Roll Municipal Building
And Grounds Rental Contract**

Name of Applicant _____

This agreement is made for the date and time as set forth below, between the
Mayor and Commissioners of the City of District Heights, Maryland
(HEREINAFTER CALLED THE "City")
and

Name : _____

Address: _____

Phone Number: _____

(HEREINAFTER CALLED THE "Applicant")

The Applicant hereby applies for a license to use: (HEREINAFTER CALLED The Building lease Agreement

Type of facility needed: please check all that apply.

Gymnasium ___ Kitchen ___ Snack Bar ___ Meeting Room ___ Ball field ___

Other _____

(DATE) _____ (TIME) From ___ AM/PM To _____ AM/PM

For the Purpose of Holding _____
(HEREINAFTER CALLED THE "function")

AND FURTHER AGREES AS FOLLOWS:

- A. In consideration for the use of the Facility on the above stated date and time, the Applicant agrees to pay the City the sum of \$ _____.
- B. The Applicant further agrees to apply a nonrefundable deposit of \$300.00 (HEREINAFTER CALLED THE "Deposit"), the day of the Applicant's initial request to use Facility for a specific date. The Applicant's request to use the Facility will not be confirmed by the City if the Applicant's deposit is not received the day of the Applicant's initial request. (The request will be void).

- C. The balance of the full rental amount for the Facility is due not than thirty (30) days prior to the date of the scheduled event. If the Applicant desires to use the Facility within thirty (30) days of the initial request, full payment is due immediately. It is hereby understood that the Applicant has an obligation, without notice by the City, to insure that payment is made within the time period set forth above.
- D. At the conclusion of the Applicant's Function, the Applicant shall inspect the Facility with the Event Supervisor. The City expressly reserves the right to hold the Applicant liable for any damages done to property, or other expenses borne by the City as a result of the Applicant's Function.
- E. The Applicant is liable for any theft or damage to the City's property as a result of the Applicant's Function.
- F. The maximum length of time an Applicant may rent the Facility is 16 hours.
- G. The Applicant may not, under any circumstances, collect admission or sell tickets at the door. All tickets must be sold in advance of the event. Charging a fee for parking in the Municipal parking lot is also prohibited.**
- H. If an Applicant holds a Function where the City determines that the number of people in attendance exceeds the number permitted by law, the City reserves the right to terminate the agreement.
- I. The Applicant agrees to have in effect at the time of the Applicant's Function , a Comprehensive general liability insurance policy, with policy limits of \$500,000.00 to cover any property damage or bodily injury claims arising out the Applicant's Function.
- J. The Applicant agrees to indemnify and hold harmless the City against any and all suits or claims against the City or its employees as a result of the Applicant's Function or any occurrence resulting there from. The Applicant further agrees to defend all such actions at his/her expense, including payment of attorney's fee, and will satisfy any judgment against the City or its employees in any such action.
- K. The Applicant acknowledges receipt of a copy of the Municipal Hall License Rules and Regulations. It is further agreed that the City's Municipal Hall License Rules and Regulations form a part of this agreement. The Applicant has an affirmative obligation to insure that all those in attendance at the Applicant's Function abide by the City's Municipal Hall License Rules and Regulations. Failure to comply with the City's Municipal Hall License Rules and Regulations is a breach of this agreement. The City expressly reserves the right to terminate the function if it is determined that those individuals in attendance fail to abide by the City's Municipal Hall License Rules and Regulations.

L. The Applicant further understands and agrees that this license is revocable by the City in its sole discretion at any time prior to the beginning of the Function by refund of the fee and the Deposit made by the Applicant.

M. Cancellation of the contract will be governed by the following:

1. Cancellation of the event must be made in writing to the Recreation Director.
2. The Recreation Director reserves the right to cancel a reservation if the deposit is not received the day of the request.
3. Cancellation of reservations by any organizations or individual shall be subject to the following schedule of charges:
 1. Cancellation more than 30 days before the event:
Cost: Full refund of deposit.
 - Cancellation 30 days or less before the event:
Cost: Forfeit of Deposit
4. The Commission reserves the right to cancel any previously approved function in order to present special events in the public interest. Any Deposits or payments shall be refunded in full.

N. It is understood that this license can not be re-assigned. Any attempt to re-assign this license will render it void. In such event, fees paid by the Licensee to the City will not be refunded.

O. All monies are payable to The City of District Heights.

THE ABOVE TERMS AND CONDITIONS AGREED TO BY:

Applicant _____ Date _____

Recreation Director _____ Date _____

Request date(s) for activity beginning with the earliest date in the fiscal year (July 1- June 30). If all dates cannot be included on this page, use the back of the form.

Date (month/date/year)	Time In (Please include setup time)	Time Out (Please include clean up time)

	Paid/Balance	Date Paid	Receipt:
Deposit Fee \$			
Rental Fee \$			
Police Fee \$			
Light/Sound Fee \$			
TOTAL \$			
Balance Due \$			
Payment \$			
Balance Due \$			
Payment \$			

SECURITY

In the event that City of District Heights Police Officers are not available, the applicant has the right to hire outside sworn Maryland Police Officers with the approval of the Recreation Director within thirty (30) days prior to the event. The outside law enforcement officer (s) must provide identification, badge number, supervisors name and telephone number.

Please Check One: City of District Heights Police Officer
 Outside Law Enforcement Officer (Fill out information below)

Officer's Name & Badge Number	Telephone Number	Supervisor's Name	Telephone Number

In making this request we agree to comply with the Rules and Regulations governing the use of the E. Michael Roll Municipal Building, its facilities and grounds. We also understand and agree that at all times it may be necessary for us to occupy a space other than what may be assigned so that more efficient utilization of the facilities can be accomplished. We further understand that approvals are issued on the basis of the information furnished on this application. If any information on this request is found false or the Municipal Rules and Regulations are violated, the request or the event may be cancelled.

Individual/Organization Representative: _____ Date / /

Printed Name/Title: _____

- A. The person signing this request will be responsible for any damages. A deposit is due upon City Commission approval. This request must be signed by a responsible adult at least 21 years of age. **A copy of your comprehensive general liability insurance policy, with policy limits of \$500,00.00 to cover any property damage or bodily injury claims arising out of the Licensee's Function** must accompany this request.

Request Received By: _____ Date: _____

Event Supervisor's Checklist

This checklist is to be completed by the Event Supervisor and signed by the applicant of the hall upon completion of the event.

Applicant's Name: _____ Function Date: _____

Applicant's Address: _____

Check when completed:

- _____ Applicant used hall for purpose as stated in the contract.
- _____ All guests behaved in an orderly manner.
- _____ No damage to kitchen, gymnasium, meeting rooms or other areas of the building.
- _____ All guests vacated premises at indicated time as stated in the contract.
- _____ All appliances and equipment were restored to original condition.
- _____ Restrooms are in satisfactory condition and no damage thereto.
- _____ All trash taken to outside dumpsters.

Any items that were not acceptable or any other comments regarding the rental shall be listed below:

Above agreed to by signature below:

Applicant Date

Event Supervisor Date