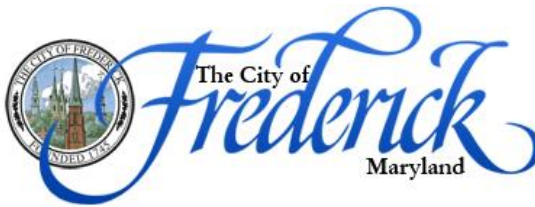


**RECREATION
DEPARTMENT**



William R. Talley Rec Center
121 North Bentz Street
Frederick MD 21701

301-600-3850
FAX: 301-600-2851
www.cityoffrederick.com

Date of Application:	
Date Received:	
Date of Approval:	
Date of Issuance:	

APPLICATION FOR USE OF THE WILLIAM R. TALLEY RECREATION CENTER MEETING ROOMS

APPLICATIONS DUE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EVENT.

**PAYMENT IS REQUIRED WITH APPLICATION SUBMISSION AND WILL NOT BE ACCEPTED WITHOUT IT.
PLEASE READ ENTIRE DOCUMENT - call Office Manager with any inquiries prior to submittal for gym rentals at 301-600-3850.**

Organization:	
Contact Name:	
Mailing Address:	
City/State/Zip:	
Email Address:	
Daytime Phone:	
Evening Phone:	
Fax Number:	

Date of Event:		
Start Time of SETUP for event:		EVENT Start Time:
Stop Time for completion of TEAR DOWN:		EVENT Stop Time:
Areas Requested: +NOT Handicap Accessible. ++Only during normal business hours and when not in use by the Center.	Meeting Room (check all that apply): <input type="checkbox"/> Classroom A (CrmA) max 30 people <input type="checkbox"/> Classroom B (CrmB) max 15 people <input type="checkbox"/> Multipurpose Room Level 3 (MPL3) max 50 people <input type="checkbox"/> Multipurpose Room Basement (MPB) max 15 people <input type="checkbox"/> Historic Room (HistRm)+ max 15 people <input type="checkbox"/> Nature Room (NatRm)+ max 15 people <input type="checkbox"/> Conference Room (ConfRm)+ max 45 people <input type="checkbox"/> Hall of Fame Room (HoF) max 20 people	

Description of Event: <i>Please indicate if this event is for patrons under 21 years of age. (Certificate of Insurance will be required for some events.)</i>			
Will music be involved?: <i>If yes, give details w/ type of music, time of performance(s) etc. See Noise Ordinance, Section 15-21.</i>	<input type="checkbox"/> No	<input type="checkbox"/> Yes – give details:	
	<input type="checkbox"/> DJ	<input type="checkbox"/> Radio/CD	<input type="checkbox"/> Other: _____
Will other equipment be used?: <i>(i.e. stages, tarps, displays, etc.) If yes, give details.</i>	<input type="checkbox"/> No	<input type="checkbox"/> Yes – give details:	
Will use require concessions / catering? <i>Provide name, address and contact information for the catering company.</i>	<input type="checkbox"/> No	<input type="checkbox"/> Yes – give details:	
Will participants be charged a fee?: <i>If yes, provide detailed budget of the proposed activity.</i>	<input type="checkbox"/> No	<input type="checkbox"/> Yes – give details:	
	Fee: \$ _____		
Will admission be charged to the event?: <i>If yes, what is the cost?</i>	<input type="checkbox"/> No	<input type="checkbox"/> Yes – give details:	
	Fee: \$ _____		
Number of people expected to attend:			
Name & contact info for two (2) people to act as Event Representatives: REQUIRED	Name:	Cell Phone:	
	Name:	Cell Phone:	
Check any City assistance needed: <i>*An additional fee is charged for tables and/or chairs if not included in room. **Extra trash cans and liners are provided free of charge.</i>	<input type="checkbox"/> Extra Trash Can(s) / Liners**		<input type="checkbox"/> Tables # ____ * <input type="checkbox"/> Chairs # ____ *
	<input type="checkbox"/> Other- give details:		

**RECREATION
DEPARTMENT**

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William R. Talley Rec Center
121 North Bentz Street
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**City of Frederick / Department of Recreation
WAIVER AND FACILITY APPLICATION**

It is hereby agreed and understood that the above Facility is requested to be reserved, as specified, for the use of the above named person and/or User. The Facility reserved is subject to inspection by any authorized representative of The City of Frederick in order to assure proper use of City property. This permit must be in the possession of the User to whom it is issued and shown upon request to any of the above-mentioned representatives.

The user assumes personal liability and responsibility for any and all costs of cleanup of the premises, loss, breakage, damage to or removal of City property and further assumes liability and responsibility for the conduct and good order of the group and its invitees and guests.

The User shall be responsible for any and all loss, damage or injury to any and all personal property that it or its agents, representatives, invitees or guests, may bring to, store at, or leave at the Facility, and shall indemnify and hold harmless The City of Frederick and any department, agent, official and/or employee thereof for any personal injury incurred during, or as a result of such use. The User further agrees to abide by all procedures, policies, and rules governing use of the above-mentioned facility.

I have read and agree to the User Responsibilities as attached to this document.

Witness the hand and seal of the User as of the date indicated below.

User: _____ Date: _____

Any User under the age of 21 must have the signature of a parent or guardian who shall assume any and all responsibility and liability as set forth above and the person signing must be in attendance at the rental event.

Parent/Guardian: _____ Date: _____

Written Name: _____ Phone: _____

PLEASE NOTE APPROVAL IS REQUIRED FOR USE OF THIS FACILITY.
Once approved, a permit will be mailed back to the applicant listed on the previous page.

FOR OFFICE USE ONLY	
Rental Fee: \$ _____ <input type="checkbox"/> Cash	Forward to Parks & Recreation Commission? <input type="checkbox"/> Yes <input type="checkbox"/> No
Date Paid: _____ <input type="checkbox"/> Check	This request will be presented to the Parks and Recreation Commission on _____ at 7:00 p.m. at the Talley Rec Center located at 121 North Bentz Street, Frederick.
Staff: _____ <input type="checkbox"/> Credit	
<p><i>Deputy Director's Approval:</i></p> <p>_____ Date: _____</p>	
<p>DENIAL - If denied, reason why:</p> <p>_____</p> <p>_____</p>	
<p>Director's Comments:</p> <p>_____</p> <p>_____</p>	

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Cc: City Police Department

Building Department / Vendor-Peddler License

APPLICATION FOR USE OF THE WILLIAM R. TALLEY RECREATION CENTER MEETING ROOMS

APPLICATIONS DUE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EVENT.

**PAYMENT IS REQUIRED WITH APPLICATION SUBMISSION AND WILL NOT BE ACCEPTED WITHOUT IT.
PLEASE READ ENTIRE DOCUMENT - call Office Manager with any inquiries prior to submittal for gym rentals at 301-600-1173.**

RENTAL POLICIES & PROCEDURES

Please read this document in its entirety BEFORE submitting an Application.

The City of Frederick welcomes the opportunity to serve you as a rental patron at the William R. Talley Recreation Center. Please read these policies and procedures in their entirety for important information pertaining to rental use then contact the Office Manager at 301-600-1173 with any questions.

A. POLICIES FOR RENTAL OF THE CENTER

It is the policy of the Deputy Director of Parks & Recreation to encourage the rental of the William R. Talley Recreation Center. Requests for rental may be made by submitting an Application for Use of the William R. Talley Recreation Center Meeting Rooms at least **thirty (30) days in advance of the rental date.** Rental requests with thirty (30) days or less notice are subject to Deputy Director approval as well as building availability.

Be advised that any City activity has first rights of use to any and/or all of the facility at any time which may cause your request to be cancelled. Every effort will be made to avoid this possibility.

B. RENTAL HOURS

1. **Rental Hours:** The William R. Talley Recreation Center Meeting Rooms are generally available for rental use during the same hours as our Fitness Center. Those hours are:

Monday through Thursday: 5:30 a.m. to 9:30 p.m.

Friday: 5:30 a.m. to 8:00 p.m.

Saturday: 8:00 a.m. to 8:00 p.m.

Sunday: 1:00 p.m. to 8:00 p.m.

It is required that your event be cleaned up and out of the facility no later than fifteen (15) minutes prior to the Center's closing time listed above.

2. **Holiday Closings:** The Center is closed for the following holidays:

Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Memorial Day, July 4th and Labor Day.

Please be advised that many rooms have our equipment and materials stored in them at all times. These items are not included in rental of the spaces.

C. PAYMENT

1. **Rental Fee(s):** Payment is required with application submission and will not be accepted without it. No Security Deposit is required for room rentals.
2. **Cancellations/Refunds:** If cancellation by either party is more than thirty (30) days prior to the scheduled use of the facilities, the rental fee will be returned. If the Applicant/Renter cancels fifteen (15) to thirty (30) days prior to the event, the City will retain a 30% cancellation fee. If Applicant/Renter cancels less than fifteen (15) days prior to the event, the City will retain all rental fees paid. All cancellations must be in writing.

3. Returned Checks: There will be a \$25.00 fee for any returned check. If your fees remain unpaid after thirty (30) days notice, you may be prosecuted in District Court under the Maryland Criminal Code, Article 27, Section 140-144.

D. FACILITY USE

1. Compliance: Applicant agrees that any use of the William R. Talley Recreation Center will comply with all statutes, ordinances, rules and regulations issued by Federal, State and municipal governments.
2. Licenses and Payments: Applicant agrees to obtain or collect and to pay and deliver to the proper governmental agency or regulating authority any and all license fees, permits, etc., required in connection with the use of the facility.
3. Insurance: All established organizations must supply required liability insurance in the amount of one million dollars, naming The City of Frederick as additionally insured, with a copy submitted to this office at least thirty (30) business days before event.
4. Hazardous Material: Applicant agrees not to bring on to the premises any material, substance, equipment or object which is likely to endanger the life of, or cause bodily injury to any person or property or which is likely to constitute a hazard.

E. SECURITY

1. Building Security: The City of Frederick is not responsible for any valuable items left in the facility prior to, during or after the event.
2. Building Safety:
 - a. Capacity: Maximum capacity of the William R. Talley Recreation Center Meeting Rooms shall not exceed the numbers listed on the face of this Application. The Applicant will not allow, sell or distribute tickets to events in excess of the capacity or admit a larger number of persons than can safely and freely move about in rented areas.
 - b. Exits: No portion of any passageway or exit shall be blocked or obstructed in any manner and no exit door shall be locked, blocked or bolted while the facility is in use. All designated exits shall be maintained in such a manner as to be visible at all times.
 - c. Children: Young children attending events must be under the direct supervision/control of a person 16 years of age or older at all times in all areas.

F. FOOD, BEVERAGE AND PRODUCTS

1. Food and Beverage: Food and beverages are only allowed in Classrooms A & B and Multipurpose Room Level 3. We ask that you refrain from having food and/or beverages in any carpeted meeting room or in Multipurpose Room Basement.
2. Tobacco: No smoking is permitted in any part of the facility.

G. SET UP / CLEAN UP / DECORATIONS & RENTED EQUIPMENT

1. Set Up: Access to the facility for setting up will be during the hours stated on the face of this Application ONLY. The William R. Talley Recreation Center makes available at fees listed certain items for use by the Applicant such as banquet tables (8' long) and chairs (metal folding). Center staff is

responsible to supply the above listed rented items to the space being rented along with trash cans and liners. Center staff will not be responsible for the moving, setting up or taking down of any equipment brought in by or for the Applicant. Applicant is totally responsible for all set up and breakdown, including stacking of all tables and/or chairs and other equipment used during the event.

2. Clean Up: The premises must be left in as good a condition and repair as found at the beginning of the rental period. All food, beverages and/or equipment must be removed from the premises immediately after each use of the facility AND NO LATER THAN THE EXIT TIME STATED ON THE FACE OF THIS APPLICATION or you will be charged an excess fee. All trash must be placed in the appropriate container for staff to remove quickly and easily. All floors must be free of any debris. Applicant must immediately take care of any major spillage by notifying Center Staff. If Applicant is unable to remove spillage, Center staff will have the area professionally cleaned at the Applicant's expense.
3. Parking: Parking is available on streets surrounding the facility and local parking decks but not guaranteed and on any occasion may be limited. Should you need parking for large groups, you may contact the Parking Department at 301-600-1429 for No Parking signs.
4. Decorations: Except with the prior written consent of the Deputy Director and/or Office Manager, Applicant shall not:
 - a. Cause or permit the facility to be injured, marred or in any manner defaced or changed;
 - b. Place any nails, hooks, tacks, screws or other fasteners into any part of the facility;
 - c. Place or permit to be placed signs on painted walls in any part of the facility;
 - d. No decorations such as posters, pictures or banners are to be fastened to walls and/or woodwork inside or outside the facility;
 - e. All decorations must be flame retardant;
 - f. No tape of any kind may be used on the floors, walls or City equipment;
 - g. Absolutely no candles with open flames will be permitted in the facility;
 - h. Use of any type of glitter, confetti, rice or birdseed is strictly prohibited on the premises;
 - i. Tampering with light fixtures, thermostats, sprinkler heads, or any other City equipment or furnishings is prohibited.
5. Rented Equipment: All rented equipment and supplies must be delivered the day of the event during the hours specified on the face of this Application and picked up at the end of the event unless special arrangements have been made with the Deputy Director and/or Office Manager.
6. Equipment: The City is not responsible for any lost or stolen Applicants' property or equipment rented for use by the Applicant.

H. MUSIC / SIGNAGE / MISCELLANEOUS

1. Music: Music by DJ's may be permitted but must be included on the Facility Use Application as part of the event description. Windows and/or doors cannot be opened if music is being played and the volume must be kept at a level that is within the City ordinances.

I. RESPONSIBILITY AND INDEMNITY

1. Conduct: The conduct of all participants and spectators while on City property shall be the responsibility of the Applicant. Applicant also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property during the rental period or resulting therefrom. Failure by any individual or group to follow all applicable rules and regulations

will be cause for eviction. The City retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.

2. Indemnity: Applicant shall release, indemnify, keep and save harmless The City of Frederick, its agents, officers or employees from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever (including death) to all persons, whether agents or employees of the Applicant or persons attending the event for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connections with, the use by the Applicant of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney's fees.

J. DESTRUCTION AND DAMAGE

1. Damage: If anyone damages the facility during the rental period, Applicant shall pay for all necessary repairs. This includes any damage to equipment operated by anyone other than those authorized by the City.
2. Destruction: If facility is destroyed or damaged by fire or any other cause or unforeseen occurrence that shall make the fulfillment of the Agreement impossible, then this Application shall terminate, payments will be returned and Applicant waives all rights to any claims against the City.

K. REVOKING OF APPLICATIONS, REFUSAL OF FUTURE RENTAL

The City of Frederick reserves the right to revoke a user's application and/or refuse rental for any or all of the following:

1. Failure to pay rental fee and/or security deposit when due;
2. Failure to submit required liability insurance;
3. Failure to submit required liquor license;
4. Rental patrons are not conducting an event in an orderly manner;
5. Damage is done to the Center;
6. Police have to be called to the event;
7. The rental patrons repeatedly do not adhere to the users' responsibilities;
8. If the City feels that a group's event is detrimental to the well being of the Center staff and/or patrons.

Failure to adhere to any or all of the above policies may result in the rental groups being asked to leave the facility, forfeiture of rental fees and/or security deposit and/or loss of future rental privileges.

*This is an application, not a binding contract to rent the facility.
For facility reservations and Application Submittal Meeting, please call 301-600-1173.*