



Rental Usage Policy

1. General Policy

The Riverbank Center, like all indoor and outdoor recreational facilities owned by the City of Milan, is maintained and equipped for the purpose of benefiting the public by providing opportunities for recreational activities. When available in accordance with this policy, the Riverbank Center's facilities will be open for reserved use by members of the public and community organizations for uses and activities meeting the criteria outlined in this policy. It is the City's policy that provision of the facilities shall not be for profit and that fees charged for use of the facilities shall be only as necessary to operate, staff and maintain the facilities.

Capacity is limited as follows by the Milan City Fire Code: 200 persons for seated table events, 300 for lecture style or standing room events).

2. Authority

The Parks & Recreation Department shall schedule the use of the Riverbank Center's facilities in accordance with this policy as well as the Milan City Charter.

A. Facility Availability and Usage Conditions

1. Facilities & Hours: The Riverbank Center's Great Room and Meeting Room, along with the other available amenities, will be subject to reserved use when they are available as determined by the City of Milan.

2. Supervision: A Milan staff member must be present during all events. A City of Milan building supervisor will be present at all events to assist with building situations and to enforce the regulations set forth in this policy.

3. Scheduling: Event dates may not be requested earlier than one calendar year in advance. In all cases, scheduling decisions of the City of Milan shall be final.

B. Priority of Usage

Use of facility is available for use by the following groups and purposes, listed in descending order of scheduling priority:

1. City of Milan sponsored activities
2. Community organizations hosting recreational activities, social functions, or cultural events for public attendance.
3. Community organizations for private functions.
4. City of Milan residents for private functions

5. Non-residents or private functions

Due to high demand, limited size and limited staff, appropriate private functions will typically include weddings, wedding receptions, birthday parties, family reunions, showers, anniversary parties, and bar/bat mitzvahs where attending would primarily be immediate family members. All events are subject to the approval of the City of Milan.

It is policy of the City of Milan that The Riverbank Center will not be made available to any individual or entity for their his/her/its use on a recurring, single or multi-day basis if the purpose of such use is the individual's or entity's conducting of a business operation (e.g., restaurant, store, etc.). In the event of any questions regarding a particular use and the availability under this policy, the decision of the City Administrator shall be final.

C. Non-Profit Group Usage

Non-profit groups in the City of Milan are given a discounted rate of \$50.00 for a weekday (Monday-Wednesday) rental per calendar year. Groups will also have to pay the \$200.00 refundable damage deposit. All fees and application are payable at the time of making the reservation. Groups will be asked to furnish proof of their non-profit status or other information at the request of the City Administrator. Set-up will be the responsibility of the non-profit group.

D. Fee Waiver or Reduction

Any other business or organizations requesting reduced usage fees or fee waivers must submit a written request to the City Administrator, detailing the type and nature of the proposed event, its purpose, and the persons to whom the event will be open and, if a fundraiser, details concerning the proposed beneficiary of funds raised by the event. The City Administrator will review the request and make a final decision in these requests.

E. Excluded Groups/Events

Permission for use will not be granted for the following activities or events.

1. Children or young-adult activities with insufficient supervision.
2. Events not in compliance with city ordinances and/or state law.
3. Events not in compliance with the guidelines set forth in the Applicant Rental Usage Policy.

3. Responsibility

Groups and individuals reserving the Riverbank Center shall abide by the following regulations:

A. Damages

1. Each individual or group using The Riverbank Center shall accept full financial responsibility for all usage fees and for all damages to or loss of City owned equipment or facilities, including all costs and fees, if any, incurred by the City in collecting such fees and damage charges.

2. Damage charges shall be invoiced by the City of Milan and shall be paid no later than one month after the date of invoice. All such charges must be paid before the individual or group will

be granted future use of The Riverbank Center. All damage charges will be pursued to the fullest extent of the law.

B. Liability

The City of Milan shall not be liable for any loss, theft, personal injury, or property damages that may occur to any member(s) of any group or individuals while on The Riverbank Center premises. Users shall execute a release of liability in a form acceptable to the City attorney.

C. Smoking Policy

The entire The Riverbank Center is a smoke-free environment with smoking strictly prohibited by the City Ordinance. Violations may result in cancellation of event, forfeiture of deposit, and/or prosecution.

Article II of Chapter 13 of the Milan City Code: Sec. 13-42.

Smoking in the City buildings is prohibited. No person shall use, carry, or possess a lighted cigar, cigarette, pipe or other lighted tobacco or smoking device in any building or other enclosed, indoor area owned or operated by the City of Milan.

Sec. 13-41. Penalty.

Any person violating any of the provisions of this article shall upon conviction thereof, be subject to a fine not to exceed five hundred dollars (500.00) and/or ninety (90) days in the county jail or both such fine and imprisonment for each such violation.

D. Usage Time

Unless specifically arranged otherwise with the City of Milan, the facility will be available for renters at the following times:

1. Monday-Thursday 5:00pm until 1:00am
2. Friday- 12:00pm until 1:00am
3. Saturday-Sunday 9:00am-1:00am

Absent advance approval of a later time, The Riverbank Center must be cleaned and vacated by 1:00am. Failure to do so may result in forfeiture of deposit and/or imposition of additional charges. The city administrator may approve or disapprove requests for later closing times in its sole discretion and may condition granting of any such request upon payment of such additional fees as deem reasonable and appropriate.

E. Inappropriate Usage

At any point during a function or event, an agent of the City of Milan may terminate the function or event before the scheduled ending time at the discretion of the City agent without rescheduling the event or refunding any part of the use fee. The following is a nonexclusive list of possible reasons for termination of an event in progress:

1. Violence
2. Vandalism
3. Drug use
4. Excessive noise (after receipt of warning)

5. Refusal to comply with any part or term of the Application and Agreement or the Usage Policy
6. Violation of any city, state, or federal law.

F. Building Clean-up

Post-event cleaning is the responsibility of the reservation applicant. Hall clean-up shall include removal of all decorations and tablecloths, placing all refuse into containers provided, emptying containers into the dumpster and spot mopping any large spills. When taking trash outside to the dumpster, users must use the kitchen entrance. Garbage bags may not be carried out over carpeted areas. The Riverbank Center must be left in the condition in which it was received.

All kitchen equipment must be cleaned and left in an orderly fashion. This shall include any area used, by washing out sinks, wiping down all kitchen work areas, running garbage disposal wiping down stoves and grill. Removing all food and food prep items. Emptying all trash into containers supplied, emptying containers into dumpsters and doing a quick sweep of the kitchen floor area. ***Failure to appropriately clean the building will result in the forfeiture of the damage deposit and the possible incurrence of additional charges.***

G. Damage Deposit

The group or individual making the reservation shall be financially responsible for all damages to the building, furniture, fixtures, and equipment. Except as otherwise permitted by the City Council under the provisions of Section 2.D of this Rental Application Agreement, a \$200.00 damage deposit shall be made by all individuals and organizations in addition to the standard usage fees. Deposits may be made by cash, check, or charge, but will be processed immediately. Such deposit shall be forfeited if the reservation is cancelled other than as required and may be applied by the City towards the expenses of damage or breakage to the building equipment. Such deposit shall also be forfeited if your group exceeds the capacity indicated in the rental agreement.

Within forty-eight (48) hours after each event and function, an inspection of the Riverbank Center shall be made by a designee of the City of Milan, at which time it shall be determined whether any damage has been done to the building and/or its contents. If there has been such damage or if extraordinary cleaning or other expenses need be incurrence to the city as a result of the event or function, all/or a portion of the deposit may be used, therefore. Otherwise, such deposit or a portion thereof will be returned. Deposit will be returned four (4) to six (6) weeks after the rental date. ***Damage/breakage liability is not limited to the amount of the deposit.***

H. Event Set-up

The City's custodial staff will set up and take down the room. Once tables are in place, they may only be moved by picking them up and moving them. Additional tables are available inside the closet if needed. **Absolutely no dragging of the tables is allowed.** Any damage to the floor or tables because of moving them will be deducted from the damage deposit. Users are not required to and should not take down tables and chairs at the end of the rental period.

I. Equipment Delivery

Unless special arrangements have been made and approved, all deliveries to and pick-up from the Riverbank Center must be on the date of the event.

J. Patio Usage

While the patio is available for general usage during events, doors to the patio must remain closed during the event when guests are not entering or leaving the patio area. Food service areas, bars, dance floors, auction areas, and other similar standard parts of events may not be staged on the patio.

K. Wilson Park- Wedding Site

The Wilson Park site available for wedding ceremonies consists of the area the length of the Riverbank Center to the Saline River.

Chair rental- \$1.25 per chair includes the usage of the City of Milan's white, plastic-molded patio chairs. Renters are responsible for setting up and taking down all wedding site chairs. Damaged or stolen chairs are subject to a \$10 per chair replacement fee.

L. Confetti Usage

No confetti, rice, birdseed, or other similar substances may be thrown or otherwise used inside or outside the building. This includes decorative plastic table confetti.

M. WIFI

There is no public WIFI in the building.

4. Food/Refreshments

A. Kitchen Usage

Applicants planning to serve refreshments or food or who desire special arrangements or use of the kitchen facilities must declare this information at the time of application. We do not supply any dishes, utensils, pots/pans, dish soap, towels, etc.

All surfaces used must be cleaned before exiting the building for the last time.

All boxes must be broken down, cans must be crushed and placed in recycling bin.

B. Catering

The City of Milan can provide applicants with information regarding caterers in the area. All caterers and food handlers must comply with city and state licensing and public health rules and requirements.

Renters are responsible for the actions of their caterers and are subject to the damage and cleaning guidelines outlined in sections 3. F and 3. G of the Rental Application Agreement.

C. Limitations

No person occupying or using The Riverbank Center in connection with an event reserved pursuant to this Rental Application Agreement shall carry, serve, or consume any food or beverage in any part of The Riverbank Center other than the Great Room and Meeting Room. *No food or drinks are allowed on the carpeted areas.*

5. Alcoholic Beverages

A. Alcoholic beverages shall not be used or supplied except as requested at time of application and approved by the City of Milan. The Riverbank Center Alcohol Use Form must be filled out prior to approval.

B. All use, service and consumption of alcoholic beverages shall be in strict conformance with state law and city ordinances.

C. No person under twenty-one (21) years of age shall consume any alcoholic beverages, and no person under eighteen (18) years of age shall serve any alcoholic beverages.

D. The reservation applicant shall be responsible for furnishing designated drivers (who shall not consume any alcoholic beverage on the day of the event) numbering not less than one (1) designated driver for every fifty (50) attendees; for controlling the attendees and for ensuring compliance with all state laws and city ordinances.

E. No alcoholic beverages shall be served for consideration at events in The Riverbank Center except in accordance with state liquor licensing statutes and regulations and after receipt of formal approval by the city council. For "consideration" includes any fee, cover charge, sale of food, ice, mixer, or other liquids used with alcoholic liquor drinks, or the furnishing of glassware for the use of consumption of alcohol in conjunction with the sale of food.

F. Applicants must furnish their own alcoholic beverages, set-ups, glasses, and bartenders to guests. No charge shall be made to any guest/attendee for them except in accordance with paragraph 5. E. above.

G. No alcoholic beverage shall be consumed in any area except the Great Room, Meeting Room, and Riverbank Center patio. Consumption of alcoholic beverages is strictly prohibited in all other portions of the Riverbank Center premises., the City Parks, parking lots and the baseball/softball fields.

H. All bars must be closed at least sixty (60) minutes prior to the scheduled end of the event, and all alcoholic beverages must be removed by the applicant when vacating The Riverbank Center.

6. Decorating

A. All decorating shall be done on the day of the event.

B. No signs, banners or other articles may be affixed or attached to walls, doors, posts, tables, ceilings, or floors by means of staples, tape, nails, or any other type of affixing material. Freestanding decorations are permitted.

C. If posting directional signs around the city, the City of Milan Sign Ordinance must be followed. The ordinance states that signs may not be put in the greenbelt (area from sidewalk to the street), posted on traffic signs, telephone poles or trees. All signs must be removed after event has ended.

- D. Fog machines are not permitted. The machines set off the building's fire alarm system.
- E. Candles must be in an enclosed container.

7. Usage Fees

A. Authority

The usage fees for the Rental Application Agreement are set by the Milan City Council and are officially listed in the City of Milan fee schedule. Fees are studied and realigned on a yearly basis.

B. Resident Discount

Because operation of The Riverbank Center is supported by tax dollars, a discount is given to the City of Milan residents and property and business owners. Proof of residency is required for the discount. Acceptable proof of residency includes current driver's license, state ID, car registration, utility bill, lease agreement, check stub, or property tax statement with name and address. This does not include persons living in surrounding townships and attending Milan Area Schools.

C. Application Fees

Fees are applied unilaterally based on the criteria presented in the fee schedule including day of rental, area(s) of rental, guest count of event, and residency status. Fees are only altered based on the provisions set forth in sections 2. C and 2. D.

D. Deposits

A \$300 rental deposit is due at the time of reservation. The \$100.00 rental deposit is non-refundable and will not be returned in the situation your event is cancelled for any reason. The deposit is applied towards the overall usage fee. Additionally, \$200.00 is due at the time of reservation as outlined in Section G