



Town of Oro Valley Facilities Usage Policy

This usage policy is intended to provide guidelines and set procedures for use and reservation of available Town meeting facilities at the Town of Oro Valley Town Hall Complex, 11000 North La Canada Drive (“Town Hall”) and the Oro Valley Public Library, 1305 W. Naranja Drive (the “Library”). The Town Hall and Library meeting facilities addressed in this policy are collectively referred to as the “Facilities”.

General Usage Policy and Rules

A. *Allowed Groups/Users.* Because Town Hall and the Library are primarily designed for municipal office purposes, the Facilities are not available to private businesses. However, the Facilities are available for meetings sponsored or hosted by:

- The Town of Oro Valley.
- Federal, state, county, or tribal government agencies.
- School districts.
- Town of Oro Valley civic organizations, non-profit organizations, fraternal organizations and community service organizations. Examples include the VFW, Girl and Boy Scouts, Lions Club, Greater Oro Valley Arts Council, and homeowners’ associations.
- Any other uses or groups not mentioned subject to approval by the Town Manager, or designee.

B. *Priority for Use of Facilities (in the following order).*

1. Town Council meetings*
2. Town Board and Commission meetings*
3. Town staff and Town sponsored or hosted meetings*
4. Town co-sponsored meetings*
5. Federal, state, county, tribal government agency, and school district meetings
6. Meetings of Town of Oro Valley civic organizations, non-profit organizations, fraternal organizations and community service organizations

*These categories are collectively referred to in this Policy as “**Town-Managed Meetings**”.

C. *Facility Availability.* The Facilities are generally available for use during “**Regular Business Hours**” (defined for purposes of this Policy as 8:00 AM to 5 PM Monday through Friday, excluding Town-recognized holidays¹) and “**Evenings and Weekends**” (defined for purposes of this Policy as 5 PM to 10 PM Monday through Friday and weekends 8:00 AM to 10 PM). Meetings shall conclude by 10 PM, and the

¹ Town-recognized holidays are New Years Day (January 1), Martin Luther King, Jr./Civil Rights Day (third Monday in January), Washington’s/Presidents’ Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veteran’s Day (November 11), Thanksgiving Day (fourth Thursday in November), Day after Thanksgiving (fourth Friday in November), and Christmas Day (December 25)

Facility shall be vacated no later than 10:30 PM. Town-Managed Meetings are exempt from the requirements of this paragraph.

Town-Managed Meetings shall be given preference at all times in scheduling use of the Facilities. Other meetings will be scheduled on a first-come, first-served basis. **Because of high demand for the Facilities for Town-Managed Meetings, availability of the Facilities during Regular Business Hours is extremely limited and subject to change.** If an unforeseen circumstance requires the use of any Facilities to be needed for Town-Managed Meetings, a group or agency may be required to reschedule or relocate their meeting.

D. Deposits. A \$300 deposit is required for use of all Town Hall Facilities and a \$200 deposit is required for the use of all Library Facilities payable by check or money order. Alternative deposit arrangements may be made by separate agreement between the user and the Town. The deposit will cover damage to the walls and furniture repair at contractor cost. Carpet stains will require the entire room to be cleaned at an additional fee. Any excessive cleaning will be charged at an additional fee per hour. The security deposit may be increased if the Town believes a higher amount is warranted based on past experience with the applicant or the proposed activity. If there is no damage to the Facilities, the deposit will be returned within fourteen working days after the completion of the meeting or event. If there is damage to the Facilities, the deposit will be returned within fourteen working days, minus the cost to repair the damage.

E. Rules of Conduct. The following rules apply to all meetings in the Facilities (rules marked with an asterisk [*] do not apply to Town-Managed Meetings):

- Any group using the Facilities shall not discriminate on the basis of race, color, national origin, sex, religion, age or disability.
- Any group using the Facilities shall conduct their meetings and themselves in a professional and courteous manner.
- All activities must be under adult supervision, eighteen years of age or older.
- The responsible party must restore the Facilities to their original condition. No custodial services are provided with the use of the Facilities. The user will be responsible for cleaning up the room and removing any trash.
- The Town will not be responsible for any furniture or equipment brought by the user, and such equipment must be removed at the conclusion of the event.
- Town furniture shall not be moved between rooms.*
- The Town will not store equipment, supplies, materials, etc., for organizations using the rooms.*
- Signs or notices shall not be posted upon the premises. Nothing that may injure, mar, or in any way deface the premises shall be used. Nails, hooks, adhesive fasteners, scotch tape, tacks or screws are prohibited on any part of the building or premises.*

- Open flames are prohibited in the Facilities.
- No animals shall be allowed upon the premises except dogs assisting disabled individuals.
- Firearms and weapons of any kind are prohibited.
- Pursuant to A.R.S. § 36-601.01, smoking is prohibited in all Town Facilities. Persons desiring to smoke during their use of Town Facilities may do so provided they are at least 20 feet from any building entrance.
- Parking is available in designated areas only. Any person parking illegally or in a manner that blocks emergency entrances/exits may have their vehicle ticketed and/or towed.
- The total number of people shall not exceed the posted capacity of any of the meeting rooms.
- The event shall be confined to the reserved area and shall not interfere with the general public or any other ongoing activities within the Facilities.*
- At the discretion of the Chief of Police, users may be required to hire off-duty police officers depending on the type of event or anticipated occupancy load. The cost of the off-duty police officers shall be the sole responsibility of the user.
- The use of the Town of Oro Valley name is strictly prohibited by any organization or person for any purpose in connection with the use of the meeting rooms for publicity or otherwise except to identify the location of the event. Unapproved use of the Town of Oro Valley name or logo shall be grounds for termination of the use agreement and may be subject to other legal action.*
- The permitted use of the Facilities by a group does not, in any way, constitute an endorsement by the Town of Oro Valley of the user's policies or beliefs.
- Except as otherwise provided in a formal written meeting facility use agreement entered into between the Town and a user, a signed and notarized "Release, Hold Harmless, and Indemnity Agreement" form provided by the Town is required to use the Facilities. In some instances, a certificate of insurance may be required naming the Town as an additional insured. Such determinations shall be at the discretion of the Town Clerk, or designee.
- Food and beverages are permitted in the Facilities upon prior notice to the Town. The meeting organizer is responsible for providing all food and beverages and any necessary equipment and supplies. No coffee service equipment or supplies are available. Red punch is prohibited. Any damage due to food or beverages will be assessed and billed to the sponsoring department or organization.
- Alcoholic beverages are prohibited.

- Groups utilizing any of the Facilities must comply with the provisions in Title IIA of the Americans with Disabilities Act.
- Violation of any of the rules contained in this policy may result in the loss of future privileges to use Town Facilities.

Rules and Use Policies for Specific Facilities

TOWN HALL FACILITIES

The following meeting rooms are available for reservation and use:

- Council Chambers (158 person capacity)
- Town Magistrate Courtroom (60 person capacity)

The Town Clerk's Office at (520) 229-4700 is responsible for scheduling and availability of the Facilities at Town Hall. Town staff will not be available to provide technical assistance. A given group or organization may reserve Town Hall Facilities for no more than two (2) consecutive months per twelve (12) month period.

Organizations or groups wanting to schedule use of the Town Hall Facilities must schedule at least seven working days prior to the event or meeting unless waived by the Town Manager's Office, but may reserve Town Hall Facilities up to three months in advance. A use agreement must be completed and include the necessary information and a certificate of insurance. The person scheduling and signing the use agreement must be at least 18 years of age.

Tentative reservations can be taken over the telephone. Use agreements, deposits, and indemnity agreements or certificates of insurance must be submitted to the Town Clerk's Office no later than five days after the tentative reservation has been made. If the agreement, deposit, and indemnity agreement or certificate of insurance are not received, the tentative reservation will be cancelled.

Unless provided for in a separate agreement between the user and the Town, the rental fees for use of Town Hall Facilities are \$20 per hour. All fees shall be paid in full at the time the room is reserved, along with a completed use agreement including a check or money order. Fees must be paid to cover use in hourly increments. Rental fees shall be refunded, minus a \$5 processing fee, upon five (5) days notice of cancellation. There shall be no rental fee refund for less than five (5) days notice of cancellation. The user will pay an additional hourly fee if an activity goes over the reserved time. Said additional fee will be deducted from the deposit.

LIBRARY FACILITIES

The following meeting rooms are available for reservation and use:

- Library Room 1 (100 person capacity)

Library facilities are available during normal library business hours (MWFSat 9AM to 5PM, TThur 11AM to 8PM). Rooms may be available outside of normal business hours within the discretion of the Library Administrator.

The Library Meeting Room Coordinator at (520) 229-5300 is responsible for scheduling and availability of Library Facilities. Kitchen facilities are available with reservation of Library Room 1; however the user is responsible for providing all food and beverage and any necessary cooking utensils and/or equipment.

Organizations or groups wanting to schedule use of the Library Facilities must schedule at least seven working days prior to the event or meeting unless waived by the Town Manager or designee, but may reserve Library Facilities up to three months in advance. A use agreement must be completed and include the necessary information and an indemnification agreement or certificate of insurance. The person scheduling and signing the use agreement must be at least 18 years of age.

Yearly use agreements may be requested for meetings or events that occur on a monthly basis. Approval of such agreements is at the Discretion of the Library Administrator. Groups or organizations that obtain approval for such an agreement will be required to pay a \$200 deposit at the beginning of the year to cover any expense incurred by the Town for repair or clean-up required by the usage. At the conclusion of the year, any funds remaining from the deposit shall be returned to the user.

There is no hourly fee required for the use of Library Facilities.

**TOWN OF ORO VALLEY
MEETING ROOM APPLICATION**

Name of Organization: _____

Mailing Address: _____

Person Responsible: _____

Telephone: _____ Email: _____ Fax: _____

Town Facility Requested:

- Council Chambers (150 person capacity)
- Town Magistrate Courtroom (60 person capacity)
- Library Room 1 (Meeting Room – 100 person capacity)

Date(s) requested: _____ Time requested: _____

Type of Event: _____ Estimated number of participants: _____

Have you used Town facilities within the past 12 months? ____ When? _____

Food/beverage service? Yes No If yes, please specify: _____

Signature below acknowledges that the authorized representative has read and agrees to abide by the rules and regulations outlined in the Town's Meeting Room Policy. Payment of deposit and rental fees should be attached and submitted at the time of application. Make checks payable to Town of Oro Valley.

Applicant's Signature

Date

Staff Use Only

- | | |
|---|---|
| <input type="checkbox"/> Application received _____ | <input type="checkbox"/> Key Issued ____ To: _____ |
| <input type="checkbox"/> Hold Harmless Agreement received _____ | <input type="checkbox"/> Meeting Room policy given to applicant |
| <input type="checkbox"/> Insurance required? _____ | <input type="checkbox"/> Key Returned _____ |
| <input type="checkbox"/> Copy of policy received _____ Insurance Policy # _____ | Agent _____ |
| <input type="checkbox"/> Deposit received _____ | |
| <input type="checkbox"/> Rental fee received _____ Amount? _____ | Approved by/date: _____ |

Notes:

Organization Name: _____

**RELEASE, HOLD HARMLESS AND INDEMNITY
AGREEMENT
FOR USE OF FACILITIES**

_____, agrees to release, hold
(Organization Name)
harmless and indemnify the Town of Oro Valley, its officers, employees and
agents, from any and all losses, liability, claims, actions, suits or damages
including, but not limited to, personal injury damages (including death) or
property damages which arise, result, or otherwise might be attributable to
any use of the facilities provided to me by the Town of Oro Valley.

This Release, Hold Harmless and Indemnity Agreement includes any cause
whatsoever, including negligence of any and all of those persons specified as
being released above.

THE UNDERSIGNED CERTIFIES THAT HE/SHE IS THE AGENT OF
IS ACTING ON THEIR/ITS BEHALF AND IS DULY AUTHORIZED TO
SIGN THIS RELEASE, HOLD HARMLESS AND INDEMNITY
AGREEMENT ON THEIR/ITS BEHALF. THE UNDERSIGNED HAS
READ THIS AGREEMENT FULLY, UNDERSTANDS ITS CONTENTS
AND HAS VOLUNTARILY EXECUTED IT.

DATED _____ this day of _____, 20__ .

(Signature)

(Office Title)

SUBSCRIBED AND SWORN to before me by

This _____ day of _____, 20__ ,

Notary Public
My Commission Expires: