



TOWN OF ORO VALLEY

FACILITY USE CHECKLIST

The following items must be submitted at time of request:

- Fully Executed Facility Use Application
- Fully Executed Release, Hold Harmless and Indemnity Agreement
- Payment for Hourly Fee
- Deposit Check in the amount of \$300
- Complete Certificate of Liability Insurance with The Town of Oro Valley Listed as an Additional Insured
- Endorsement Amending the Policy from the Insurer

*For questions regarding the use of Town facilities, please call (520) 229-4700.



Town of Oro Valley Facility Usage Policy

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

General Usage Policy and Rules

A. Allowed Groups/Users:

Because Town Hall is primarily designed for municipal office purposes, the Facility is not available to private businesses. However, the Facility is 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, Southern Arizona Arts & Cultural Alliance, and homeowners’ associations
- Any other uses or groups not mentioned are subject to approval by the Town Manager, or designee

*** The person scheduling and signing the required Facility use agreement must be at least 18 years of age.**

*** Please note, that under no circumstances, shall a ticket fee or entrance fee be charged to attend an event.**

B. Priority for Use of Facility (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 Facility is generally available for use during “Regular Business Hours” (defined for purposes of this Policy as 8:00 a.m. to 5 p.m., Monday through Friday, (excluding Town-recognized holidays) and evenings and weekends (defined for purposes of this Policy as 5 p.m. to 10 p.m. Monday through Friday and weekends 8:00 a.m. to 10 p.m.). Meetings shall conclude by 10 p.m., and the Facility shall be vacated no later than 10:30 p.m. 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 Facility. Other meetings will be scheduled on a first-come, first-served basis. **Because of high demand for the Facility for Town-managed meetings, availability of the Facility during Regular Business Hours is extremely limited and subject to change.** If an unforeseen circumstance requires the use of the Facility 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 the Town Hall Facility payable by check or money order. 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 Facility, the deposit will be returned within fourteen working days after the completion of the meeting or event. If there is damage to the Facility, the deposit will be returned within fourteen working days, minus the cost to repair the damage.

E. Fees

Unless provided for in a separate agreement between the user and the Town, the rental fees for use of the Town Hall Facility is \$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.

F. Required Documents

The following documents are required for usage of the Town Facility.

- *Completed Town of Oro Valley Facility Use Application
- *Fully executed and notarized Release, Hold Harmless and Indemnity Agreement for Use of Facility

- Certificate of Liability Insurance listing the Town as an additional insured with all other applicable areas completed
- Endorsement from Insurer amending the policy

*The person scheduling and signing the Facility Use Agreement must be at least 18 years of age.

G. Rules of Conduct

The following rules apply to all meetings at the Facility (rules marked with an Asterisk [*] do not apply to Town-managed meetings):

- Any group using the Facility shall not discriminate on the basis of race, color, national origin, sex, religion, age or disability.
- Any group using the Facility 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 Facility to its original condition. No custodial services are provided with the use of the Facility. 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 Facility.
- 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 the Town Facility 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 Facility.*
- 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 Facility by a group does not, in any way, constitute an endorsement by the Town of Oro Valley of the user's policies or beliefs.
- Food and beverages are permitted in the Facility 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 the Facility 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 the Town Facility.

Rules and Use Policies for the Town Facility

TOWN HALL FACILITY

The following meeting room is available for reservation and use:

- Council Chambers (158 person capacity)

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

Organizations or groups wanting to schedule use of the Town Hall Facility must schedule at least seven working days prior to the event or meeting unless waived by the Town Manager's Office, but may reserve the Town Hall Facility up to three months in advance.

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

TOWN OF ORO VALLEY TENANT USER LIABILITY INSURANCE PROGRAM HOW TO GUIDE

The Town of Oro Valley, Arizona has enrolled in a program that allows you, the “user” of a municipal facility, school, or other local government property, to secure cost effective liability insurance, which provides protection for you as well as the governmental entity. The Tenant User Liability Insurance Program (TULIP) is a General Liability Policy written in the name of the tenants and/or users of the local government facility or venue. Third-Party Property Damage Coverage is also provided.

The Town of Oro Valley, Arizona is a registered user of the TULIP program through the National League of Cities (NLC) and HUB International New England via Entertainment Brokers International. Its assigned unique Venue ID-Code is: 0501-024

How it works:

1. Log onto www.onebeaconentertainment.com ... then click on “TULIP (Purchase OR Quote)”
2. Enter the Venue ID-Code listed above or use the venue drop down menu.
3. Select the Event Details or “eligible activity” from the drop down window, e.g. wedding, festival, etc.
4. Answer the 4 questions.
5. Select the date range for the event on the calendar by clicking on the day of event (if multiple dates, select all of these).
6. Name Event...then click on yes/no for Liquor Liability...then add Average Daily Attendance...then answer the next 4 questions (if applicable).
7. At this point you are able to “GET QUOTE”.

If you would now like to proceed and purchase the coverage, please complete the requested *Contact & Credit Card Information*, and coverage is automatically bound.

When you purchase coverage, a Certificate of Insurance is issued and sent via email, in your Name or Organization’s Name, with a Certificate automatically sent via email to your local government.

If you have questions about the eligibility or classification of your event, please contact Susan Kludjian or Christine Mitchell at HUB International N.E. (800) 370-2106. If you experience technical difficulties, please contact *Entertainment Brokers International* at 1-800-507-8414 (8:30AM – 5:00PM PST)



Town of Oro Valley Facility Use Application

Today's Date:

Name of Organization:

Contact Person:

Address:

City:

State:

Zip Code:

Phone No:

Email Address:

Town Facility Requested:

Council Chambers (Room Capacity: 150)

Date(s) Requested:

Time Requested:

a.m.

p.m.

Type of Event:

No. of Participants:

Food/beverage service:

If yes, please specify:

Have you used Town facilities in the past 12 months:

Yes

No

If yes, dates:

I acknowledge, as the authorized representative, that I have read and agree to abide by the rules and regulations outlined in the Town's Meeting Room Policy.

Signature:

Please note: Payment of deposit and rental fees must be submitted at the time of application. Make checks payable to the Town of Oro Valley.

Staff Use Only

Date Received:

Hold Harmless Agreement Received

Meeting Room Policy Provide

Deposit Received

Certificate of Liability Insurance

Key Issued to:

Rental Fee Received / Amount

Endorsement Amending the Policy from Insurer

Key Returned

Approved by: _____

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

_____, agrees to release, hold Harmless
(Organization Name)

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

Title

SUBSCRIBED AND SWORN to before me by _____

This _____ day of _____, 20____.

Notary Public

My Commission Expires: