



**CITY OF PORTAGE / PORTAGE COMMUNITY SENIOR CENTER
APPLICATION/AGREEMENT FOR USE OF PORTAGE COMMUNITY SENIOR CENTER**

1. Persons or Organizations ("Applicant") using the Portage Community Senior Center:

2. Mailing address of Applicant:

City: _____ Zip: _____

3. Telephone number for Applicant: (H) _____ (C) _____

4. Email Address: _____

5. Date Portage Community Senior Center is to be used: _____

6. Hours of requested rental: From _____ AM/PM To _____ AM/PM

7. Purpose for rental event: _____

8. Area of Portage Community Senior Center desired:

Community Room West Community Room East LL Activity Room

Meeting Room 1A Meeting Room 1B Conference Room 1

Conference Room 2 Meeting Room 2A Meeting Room 2B

Courtyard Café Other: _____

9. Applicate Using Caterer for rental event: YES/No

a. If YES, Name of Catering Company

10. Audio/Visual Aids: YES/NO



The Applicant:

The undersigned hereby agrees to indemnify and hold harmless the City of Portage, its elected or appointed officials, employees, volunteers, representatives, and agents from any liability for damages to any person or property in, or about the city premises from any cause whatsoever. All persons or groups using city facilities shall be responsible for the proper supervision, control and accommodation of persons attending the activity. The undersigned is responsible for any site damage, interior and exterior clean-up. The undersigned agrees to accept complete liability for any damages to City of Portage property during rental period, including grass and fencing. Any necessary repairs will be charged to the undersigned with full payment due within 30 days of invoice issuance. I have received, read and agree to the Senior Citizen Services General Rules and Regulations and the Reservation Policy for my facilities.

I understand the hazards of the novel coronavirus (COVID-19) and its variants and am familiar with the Centers for Disease Control (CDC) and prevention guidelines regarding this disease. I acknowledge and understand that the circumstances regarding this disease are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates. I will adhere to CDC guidelines, and regardless of the risks associated with COVID-19 and its variants, which I readily acknowledge, I hereby willingly choose to participate in the Portage Senior Citizen Services activities. I fully assume the risk of illness or death related to this disease arising from my being on the premises and participating in the activities.

- A. Agrees to release from all liability the City of Portage, its agents, officers, elected officials, employees, and representatives for damage to the property of any person or entity participating in such activities applied for herein, as well as for the death or injury of any such person or entity occurring because of the use of the facilities as applied for herein.
- B. Assumes all liability and agrees to make prompt restitution for any loss or damage resulting from their use of the building. Agrees to pay for all damages to Portage Zhang Senior Center property or equipment over and above normal wear and tear.
- C. Agrees to pay a Security Deposit at the time of reservation and pay the full rental fee at least 30 days prior to the event date.
- D. Understands that reservations are made on a space-available basis, no more than 12 months in advance.
- E. Assumes full responsibility for the conduct of the group during the time this facility is being used.
- F. Understands that City of Portage/Portage Zhang Senior Center staff will only discuss rental logistics with individuals names on the rental application.
- G. Understands that the City of Portage / Portage Zhang Senior Center reserves the right to exercise the supervisory authority and to prevent unauthorized or illegal activities on City property.
- H. Agrees to leave the premises in the same condition as they were upon arrival.



- I. Agrees to abide by the guidelines stated within the rental agreement.
- J. Understands that if the group fails to abide by any of the established policies, future reservations may be declined as well as forfeiture of the security deposit. Renter understands that they may be invoiced for additional expenses if facility requires extra services to clean and/or repair spaces rented.
- K. Applicant represents that it has the power and authority to enter into this Agreement and assume the obligations and rights so confirmed.
- L. In the event of an emergency decision (weather emergency or otherwise), that decision is to be made by the Director of Senior Citizen Services. If the Director is not available, the Building Coordinator will make the emergency decision which he or she deems to be in the best interest of the City, and then promptly thereafter give notice to the Director with reasons for that decision.
- M. Applicant understands that if the Director of Senior Citizen Services determines that the applicant's event is the cause of damages or extra cleaning expenses, applicant will not be refunded the security deposit. Applicant also understands that if damage repairs and extra cleaning expenses are needed, they are responsible for paying those additional charges.

Applicant has read and agrees to the following Portage Zhang Senior Center Use Rules:

- A. Tables and chairs are provided by the Building. **STAFF DO NOT SET UP OR TAKE DOWN EQUIPMENT: IT IS THE RESPONSIBILITY OF THE RENTERS.** Heavy items are to be carried when moved to avoid damage to floors. Tables, chairs and other equipment are not to be taken from the Building for any reason.
- B. Event/Group Leader is to check in with the Building Coordinator upon arrival. The Building Coordinator will be in the building to answer questions and to be available in case of emergencies. This person does not act as a chaperone for young people but monitors the building for violations and calls for emergency or uniformed assistance if the situation warrants.
- C. If the group leader is not present, the event cannot take place. Group leader must always remain onsite during the event.
- D. At the end of the event, the group leader is to check the room(s) with the Building Coordinator for any items left behind. The group leader will take items left behind home with him/her. (In the case of a purse or bag left behind, for the protection of all involved, the group leader and the Building Coordinator will take an inventory of the bag contents and both will sign it. One copy will remain with the Senior Center and the other with the group leader. The group leader will take the bag home with him/her. The Senior Center is not responsible for items left behind.)



- E. The applicants for the facility assume all liability and agree to make prompt restitution for any loss or damage resulting from their use of the building. A security deposit is required per room rented.** Replacement costs for any missing equipment will be deducted from your deposit. If the missing item is over the amount of the security deposit, you will be invoiced for the difference.
- F. Supervision of children is the responsibility of the group renting. Children attending events in the Building must be supervised at all times by a responsible adult. Playing in halls, restrooms or elevators or any other area outside of the rented space by children is prohibited. The Building Coordinator has the authority to ask persons with disruptive children to leave the premises.**
- G. The following uses are strictly prohibited:**
 - a. The use of the Portage Zhang Senior Center shall not be permitted within 10 days of an election for political candidate or party purposes is prohibited.**
 - b. Activities involving fundraising, advertising, promoting or selling of merchandise or services for profit or not-for-profit, including charitable gaming unless proof of appropriate licensing and insurance is provided to staff ahead of the event.**
 - c. Public rallies that exceed occupancy of the space rented.**
 - d. Smoking/Vaping. (Individuals may smoke/vape outside in designated area and must stay 20 feet from any building entrance)**
 - e. Glassware in the outdoor courtyards is prohibited.**
 - f. Purposes contrary to Federal, State, or City laws.**
 - g. Use of alcohol unless appropriate documentation (waiver, proof of insurance, liquor license if applicable) is supplied prior to the rental.**
 - h. Any other use not consistent with the general purpose of the Portage Zhang Senior Center.**
 - i. No unsupervised teen or children's parties (under 21 years old) allowed. Ratio of adults to children must be 1 adult for every 10 children/tees at a minimum.**
 - j. Solicitation of Senior Center guests for any reason.**
- H. In accordance with the Michigan Public Accommodations Act, these tax-supported facilities may be used only by those groups whose membership is open to all people, without restriction based on race, sex, religion, etc. The City of Portage reserves the right to refuse rental to any organization espousing hate speech or violence.**
- I. The group using the building must not attempt to gain access to the building before the reservation time and must vacate the building at the end of the reservation time. The time specified on the application is the only time the building may be used. If the building is not vacated at the specified time on the contract, additional time will be charged to the reservation at a rate of double the original hourly rate. Requests to access the facility prior to the scheduled time for any reason will be denied unless additional rental reservations have been made.**
- J. Groups are responsible for their own set-up and clean-up. This time must be included in your reservation time that you have specified. A few items you may want to bring; dish washing liquids, you may also want to bring in extra garbage bags. The Senior Center does not supply any table coverings or decorations.**

- K. Use of any Senior Center equipment must be arranged for in advance. Unless you have reserved and are paying for the use of equipment, none is to be accessed by anyone in your party.
- L. Meetings and activities shall end on time. Sufficient time shall be scheduled for cleanup within the scheduled room at the conclusion of the activity. No reservation is allowed past 10:00 P.M. The building closes to all individuals at 10:00 P.M., no exceptions.
- M. Only the room rented is available for use. Renting Community Room West includes the kitchen and the performance platform. The kitchen area may be used for prepping and warming purposes only. The following items are not for use: dishwasher, warming table, coffee machines, all pans and utensils, etc. The Gallery (lobby) space of the Portage Zhang Senior Center is considered open space and may be used/accessed by parties renting attached rooms in the facility. The café may not be used for food preparation.
- N. The Renter may furnish their own caterer. Caterers must provide a Certificate of Liability in the amount of \$500,000 to the Center prior to the scheduled event. Certificate of Liability must name the Portage Zhang Senior Center as an additional insured.
- O. If alcohol is going to be served, renter must complete the Alcohol Liability Waiver and provide proof of insurance. If alcohol is going to be sold, renter must provide a copy of a special event liquor license, as well as the Alcohol Liability Waiver and proof of insurance.
- P. Furniture, equipment and borrowed items must be left in the same condition and location in which they were found.
- Q. All rooms used must be left clean as well as all kitchen equipment. Please be sure to sweep the floors before you leave. If rooms and/or equipment used are not left clean, charges for cleanup will be issued. Wipe down the tables with soap and water before folding and stacking. Keep the stacks of chairs four feet from all ingress/egress doors.
- R. Please bag your garbage and put in dumpster. Take your leftover food with you; please do not leave food or drink behind.
- S. No nails, tape or tacks may be used on any wall. Nothing should be attached to ceiling, rafters, or windows. Use of open flames, candles, deep fryers, rice, helium balloons, glitter, confetti, small bits of tinsel, sand, tape, hay, straw, or any other similar products are prohibited at the facility. Use of these products will result in forfeiture of the security deposit.
- T. No vehicles are to be driven on the lawn or into the courtyard space.
- U. Any canopies in the courtyard must be secured with weights. No nailing or drilling into the concrete. Nothing shall be staked into the grassy areas. No inflatables of any kind inside or outside. No propane or charcoal grills within 40 feet of the building.



V. Pictures, plaques, flags, blinds, light fixtures, furniture, etc. are not to be moved or rearranged.

W. Pets are not permitted inside any building or facility at any time except Service Animals.

X. The party reserving the facility is responsible for the conduct of participants and guests.

Y. Smoke machines are not permitted. Special lighting, sound and other non-standard equipment will not be allowed in the Building unless approved in advance by the Director of Senior Citizen Service or designee.

Z. Gambling in any form is prohibited unless proof of appropriate gaming licensing from the State of Michigan is provided.

Organizations renting the facility have no authority to solicit individuals while on the premises. Use of the Portage Zhang Senior Center is not indicative of an endorsement. Printed or other marketing material **including social media** must identify that the event is not endorsed by the City of Portage and the Portage Zhang Senior Center.

Refundable Security Deposits: Security deposits are not applied toward any rental fees. Security deposit refunds are initiated 4-6 weeks following your event and will be mailed to you by the Finance Department. Your entire security deposit will be forfeited for any of the following reasons: canceling after making the deposit payment, exceeding your scheduled rental time by more than 15 minutes before or after, failing to clean up the room(s) rented following your event (bagging garbage, cleaning spills, wiping tables) failure to return all city tables/chairs/furnishings to their original location following your event, violation of the Alcohol Liability Waiver, failure to provide proper insurance requirements one month prior to your event, smoking/vaping except in designated areas.

RESCHEDULING POLICY: Renters will be allowed to reschedule a reservation up to 2 weeks prior to their original rental date if another date is available. A \$50 rescheduling fee will be required to be paid prior to the schedule change.

******If for any reason you or the Senior Citizen Services Department must cancel your reservation a credit will either be applied to your account for later use, or a refund will be issued by check within 4-6 weeks. No refunds are put back on your card.

Failure to follow any of the above General Rules and Regulations will result in forfeiture of the Security Deposit and may result in additional service fees. I (We) have reviewed the fees, ordinances, rules, regulations, and policies which pertains to and governs the use for which this Application is made.

Signature: _____ Date: _____