



City of Norfolk
Department of Recreation, Parks & Open Space

POLICY

Title: Recreation Facility Rental Regulation
File # N/A
Date Proposed:
Date Approved: 1/2/13
Review Date: 1/2/15

Purpose

Open access by the general public to all of the real property owned or controlled by the City of Norfolk (City) is not compatible with the governmental uses for which many of those properties are intended. However, the City has chosen to create and open certain specific properties for limited public use, including, but not limited to, properties like the City's recreation centers and public meeting rooms. For the purposes of this regulation, such properties are referred to collectively as Recreation Facilities. These Recreation Facilities are open to limited public use in accordance with RPOS' General Policy on the Use of Recreation Facilities (General Policy) and the following rules.

Rental Application Process

A Facility Use Application must be completed to reserve a room or portion of a Recreation Facility. Applications can be found on the City of Norfolk's website (<http://www.norfolk.gov/rpos/RentalsReservations.asp>) or at any of the recreation centers. Completing an application does not guarantee that a reservation will be issued. Only when all items requested have been completed and approvals granted will a permit be issued. Please complete the application as thoroughly as possible. Information omitted from the application

delays the reservation process. In order to be eligible to reserve any recreation center, the following must take place:

- Applications must be received a minimum of thirty (30) business days and a maximum of ninety (90) business days prior to desired date of use. Commercial/Non-Recreational use applications submitted outside of these minimum and maximum restrictions will not be accepted. Non-Commercial/Recreational uses can submit applications within 48 hours of the event and are subject to space availability and staffing.
- **Telephone reservations will not be accepted.**
- Only checks and money orders are accepted, made payable to “Norfolk City Treasurer”.
- Applicants must be at least 18 years of age and must be present throughout the entire rental.
- A \$25 application fee and rental fees are due at the time reservation is requested.
- Applicant must show proof of residency to receive resident rate. Items accepted for proof of residency: driver’s license, utility bill dated within last thirty (30) days, vehicle registration.
- RPOS staff will review the application upon completion. An event permit will be mailed or emailed within 7-10 business days to the person submitting the application. The person signing and submitting the application will be the Lessee, and referred to as such from this point forward.
- The times stated on the application should include set-up, breakdown and cleanup time. The permit will only be valid for the time approved by RPOS, however, no Lessees or their guests shall have access to the premises before the start of the authorized rental period and all lessees and their guests shall leave the premises at the end of the authorized rental period.

- A damage deposit fee of \$50 must be provided to Recreation Facility staff on the day of the permitted event, prior to lessee being granted access to the Recreation Facility. This deposit will be returned to lessee at the close of the event as long as the facility is returned to its original state and barring any damaged caused to Recreation Facility by lessee or any attendee of the permitted event. If the facility is not returned to its original state and/or if damages occur, the deposit fee will be retained by the Recreation Facility. The deposit fee must be in the form of a check made payable to “Norfolk City Treasurer.” No cash will be accepted or money orders will be accepted.

Applications are not confirmed until the applicant receives the permit. Absolutely no publicity or invitations shall be distributed until the applicant receives the official confirmation.

Reservations will be taken on a first come, first served basis. Any lessee previously found to have violated the rules of use contained in the Rental Policy or this regulation shall be ineligible for further rentals. Reservations, within the limits imposed by the Rental Policy and this regulation, are available on an equitable basis, regardless of the beliefs or affiliations of the individuals or groups requesting their use. In granting equal access, the City is not endorsing the viewpoint, policies, beliefs or practices of any particular individual or group. No Lessee may advertise its event in any way that might suggest that the City endorses or sponsors the Lessee or the Lessee’s event. Use of the City of Norfolk or departmental seal, logo, and/or slogans is strictly prohibited unless proper permissions have been granted. Permission constitutes a one-time privilege and is not to be construed as blanket permission for future use.

If a rental application is not accepted, the applicant will be notified in writing, within fourteen (14) days after receipt of the application. Any person aggrieved by such refusal shall have the right to appeal, in writing, within fourteen (14) days, to the city manager, who can modify or

reverse the director's decision, within fourteen (14) days. The decision of the city manager shall be final

Applications are not automatically renewed. Time slots are not guaranteed from one year to the next without proper paperwork being submitted.

Recreation/Community/Senior/Neighborhood Service/Computer Resource/Therapeutic

Recreation Centers:

Rental Hours:

Mon-Fri: 7:00 a.m. - 9:00 p.m.

Sat: 9:00 a.m. – 6:00 p.m.

No rentals will be granted on Sundays, Christmas, Thanksgiving, or New Year’s Day. Rental requests for other holidays will be approved on a case-by-case basis.

Applicants requesting rentals outside of normal facility operating hours will be subject to staffing charges at the rate of \$50/hour per staff member.

Rental Fees:

\$25 application fee for all rentals

\$50 damage deposit due on day of event

Fee	Resident	Non-Resident
Small conference room	\$25/hour	\$40/hour
Large conference room	\$50/hour	\$75/hour
Multi-purpose room	\$50/hour	\$75/hour
Gym	\$75/hour	\$115/hour

As a general rule, charges do not apply for meetings and programs for non-commercial / non-recreational organizations. However, the following rules do specifically apply to such uses:

1. All such uses shall be free and open to the public. However, tuition for educational courses and fees for materials may be charged by state-accredited educational institutions or other non-profit corporations.
2. No such uses shall be service or goods driven, even if no money is exchanged at the meeting.
3. Application fee still applies, excluding Norfolk Civic Leagues that are registered with the Norfolk Department of Communications.
4. Such groups must provide the following information to verify their non-profit status: Name of the organization and statement with proof that the organization is non-profit, such as 501 c3 designation, bylaws of organization, etc.
5. Regular rental rates apply to any special events sponsored by non-commercial / non-recreational organizations, to include reunions, community days, etc.
6. Organization must be based in the City of Norfolk.

Cancellations/refunds

The City's cancellation rule has been developed to discourage last minute cancellations. A primary goal of the permit process is to offer low cost facility usage for citizens. This rule is therefore structured to offer the highest probability of refunds in instances where the City has the highest probability of re-renting the space.

- In the event that a cancellation of a confirmed reservation is necessary, it is the applicant's responsibility to provide immediate written notification of such intent to cancel use. City staff will not be held responsible for cancellations made by telephone. The earlier the notice is provided, the greater the refund of use fees.

- Cancellations will only be accepted from the Lessee, the person executing the application form, not from anyone else acting on the Lessee's behalf. This policy is designed to prevent the unauthorized cancellation of an event.
- The City may cancel any use of facilities and/or equipment when it becomes necessary to do so to preserve public safety. In such cases, the City will work with the applicant to reschedule the event. In the absence of an adequate alternative date for rescheduling, the City will provide a full refund of all fees and deposits paid. Every effort will be made to notify Lessee of a cancellation at the earliest possible date
- Cancellation fees shall be charged on the following basis:
 - 30 days prior to event: 10% or \$25 whichever is more.
 - Less than 30 days prior to event: 25% or \$50, whichever is more.
 - A \$15 fee will be charged whenever an event is changed to a different date and/or location.
- In the event that the Department of Recreation, Parks & Open Space must cancel a rental due to unforeseen circumstances (closure of the facility, severe weather, etc.) every effort will be made to make other accommodations for the lessee.

Liability and Insurance

Certain events require the lessee to have comprehensive general insurance that:

- Has a minimum of one million dollars (\$1,000,000) for bodily injury or death to one or more persons in any one accident or event, and fifty thousand dollars (\$50,000) for damage to property resulting from one accident or event, said policies to include as the named insured the City of Norfolk, its agents, volunteers, officers and employees.

- The Lessee shall remain on the premises the entire time of the rental as stated in the permit. If any damages occur, the Lessee and his or her organization or corporation shall be held responsible for any and all repairs required.
- Insurance waivers are not waivers of liability. All applicants and their organizations shall agree by execution of the application form to hold the City, its agents, volunteers, officers and employees, harmless, as provided for in the Indemnity and Hold Harmless section of this regulation, regardless of whether the insurance requirement is waived.

Waiver of Insurance

The insurance requirement may be waived when requested under the following circumstances:

- The Lessee is a non-profit corporation or organization;
- The Lessee wishes to use the property for a non-commercial / non-recreational purpose;
- The Lessee's event will last no more than eight (8) hours; and
- The Lessee expects, and will be allowed to have no more than two hundred (200) people attend the event (Lessee and Lessee's guests), based on the capacity of the space as established by the City of Norfolk Fire Marshall.

Rental Rules

In addition to any restrictions within the General Policy, the following restrictions apply to all Lessees and their guests:

- Drugs, alcohol, tobacco and weapons (except firearms possessed and carried pursuant to law) are not permitted in Recreation Facilities.

- No commercial or fundraising activities are permitted in Recreation facilities. Prohibited activities include, but are not limited to, Lessees charging admission, holding fundraising events or raffles, selling tickets or goods and services or soliciting such sales and soliciting or accepting donations. Please reference Norfolk City code section 13-87.
- Rental of a room or rooms **DOES NOT** entitle a Lessee to use any other portion of the Recreation Facility.
- Any signage must be free-standing and approved beforehand by RPOS.
- No cooking may be done on site. If a Lessee wishes to serve food, the RPOS recommends using a caterer.
- No food may be left in the refrigerator.
- Rentals are scheduled for normal business hours, contact facility for specific days and hours of operation. Any rental that is outside the normal business hours must pay for staffing.
- No storage space is available. Lessees must arrange for deliveries of any materials to occur no earlier than two (2) hours prior to the event.
- The portion of any Recreation Facility used by the Lessee must be returned to the condition that existed at the start of the rental period. This includes, but is not limited to, the Lessee's removal of any decorations and/or signs inside or outside the Recreation Facility.
- No scotch tape, masking tape, nails or tacks may be used on walls or ceilings.
- Open flames are prohibited by order of the Norfolk Fire-Rescue Department. The prohibition against open flames, includes, but not limited to, the use of candles, lanterns and similar devices.

- Criminal conduct, including, but not limited to, assault, assault and battery, disorderly conduct, or obscenity or the use of language amounting to fighting words, is prohibited and will result in the ejection of the parties responsible and/or termination of the event.
- Any misrepresentation in the description of the nature, type or size of the event to be held at the Recreation Facility shall void the Lessee's rental agreement and may make the Lessee ineligible for any future rentals of Recreation Facilities.
- No property may be moved to or from another room within a Recreation Facility without the approval of RPOS beforehand. No property may be removed from a Recreation Facility without the approval of RPOS beforehand.
- No "teen parties/dances" are to be held at any RPOS Recreation Facility.
- All lessees showing videos or otherwise sharing or distributing original materials must be aware of and abide by the provisions of the intellectual property laws and may only display or distribute materials pursuant to the intellectual property laws, both civil and criminal, including, but not limited to, the United States Copyright Act.
- All lessees are responsible for publicizing their own activities; however, any advertising must take place away from Civic Facilities. Posting signs, fliers or posters in lobby areas or on the grounds of Civic Facilities is prohibited.

Damage/Loss of Personal Property.

Lessees and visitors should use caution in bringing personal property to a Recreation Facility. The rental agreement does not create a bailment, and the City, its officers, employees, agents and volunteers are not responsible for any private property brought into a Recreation Facility or on its grounds, and are not liable for any harm to such property, regardless of whether the

property is damaged, lost or stolen. This applies to the Lessee and his organization, guests, visitors or any persons or corporations providing services and equipment to the Lessee.

Indemnify and Hold Harmless.

The Lessee, by signing the application form, agrees to indemnify and hold harmless the City, its officers, employees, agents and volunteers from any and all claims or suits, in tort or contract, arising out of injury to any person or property using or visiting the Recreation Facility and/or the grounds of the Recreation Facility in connection with or growing out of the Lessee’s use and occupancy of the Recreation Facility and/or its grounds, or through any defect in said Facility or its grounds, including, but not limited to, the sidewalks adjoining the Recreation Facility or within its grounds.

EXAMPLES OF TYPES OF USES:

Non-Commercial/ Recreational Uses	Commercial/ Non-Recreational Uses
Government agencies (such as the City’s Department of Human Services or the Norfolk Public Schools, including events that are sponsored by such agencies).	Birthday parties
Civic groups (such as Civic Leagues and Neighborhood Watch Groups).	Weddings/Receptions
Parent groups (such as the Parent Teachers Association).	Showers

Fraternal Organizations	Dinners
Youth Groups (such as the Boy Scouts and Girl Scouts).	Banquets / Socials
Service organizations (such as the Kiwanis, Jaycee, and Lions Clubs)	Retirement parties
Athletic Associations	Family Reunions
Alumni Associations	Commercial Businesses
Religious Groups	Individual Businesses
	In-home Businesses