



CITY OF BOX ELDER
420 VILLA DRIVE
BOX ELDER SD 57719

CITY FACILITY USE POLICY

The facilities of the City of Box Elder are primarily for municipal government purposes. No other use shall be permitted to interfere with the government purposes for which these buildings and grounds are primarily intended.

The City of Box Elder desires to make City facilities equitably available for evening and weekend use by the community, and or/community groups that represent and promote the community.

The City of Box Elder does not wish to compete with private enterprises or to encourage the use of City facilities for commercial purposes. The City of Box Elder reserves the right to reject any application for use of City facilities when the Marketing Director, in their sole discretion, believes a commercial facility should be utilized. Any applications submitted with the intent to profit and/or run a business in any city facility, will be denied.

Individuals, groups or organizations will be charged according to the fee schedule as outlined by City Ordinance. The renter is required to do a pre-rental walk-thru of the facility with the Marketing Department or a designated member of the City Staff. A post-rental inspection will be completed by City staff, if damages are found affecting deposit refunds the City will contact the renter to outline deposit difference(s).

All functions and events must be free and open to staff, public and the press. Individuals, groups or organizations may not discriminate, based on race, sex, color, creed, national origin, religion, ancestry, disability, against any person requesting admission to the meeting.

- A. The following requirements apply to meeting room use:
 - 1. The following activities are prohibited:
 - a. Any activity that would disrupt normal City operations.
 - b. Activities which cause a threat to the safety of City patrons or City property. The Box Elder Facility Frequently Asked Questions apply to all use of meeting rooms.
- B. The Application for Meeting Room Use must be completed and submitted to the meeting room coordinator by an authorized representative for the individual, group or organization no later than ten (10) days prior to the requested event date(s). The individual that completes and signs the application will be held responsible for ensuring that the room is used in accordance with City rules.
 - 1. For reservations requiring fees, payment in the form of cash, check or credit card is due within five business days of the approved reservation. The City reserves the right to cancel the room reservation if payment is not received within five business days of the approved reservation.

2. In order to request a refund of fees, the meeting room coordinator must be notified of any cancellations 7 business days in advance of the reservation date to receive a refund. Refunds may take up to three weeks from date of cancellation to process. In the event of no notice, or less than 7 business days' notice, fees will not be refunded.
 3. It is the responsibility of the individual, group or organization to follow all applicable local, state and federal safety rules and regulations.
 4. The number of people using the meeting room must not exceed the occupancy limits posted on the reservation form and in the room.
- C. The following limitation on use applies to all individuals, groups and organizations:
1. A meeting room can be reserved up to 180 days from the application date.
 2. Meeting rooms will only be available when not needed for activities sponsored in whole or in part by the City or for government-related activities.
 3. Reservation time must include necessary setup and breakdown time.
 4. The Council Chambers and Conference Rooms are available for set up and use during the City's normal hours of operation.
- D. A responsible adult must be present at all times during events.
- E. Individuals, groups and organizations using a meeting room are responsible for:
1. Setting up the room for their use and for cleanup afterwards. At the conclusion of the meeting, furniture and equipment must be returned to the configuration established by the City. The individuals, groups or organizations that reserved the room are responsible for any damage to City property and any extraordinary janitorial costs.
 2. Equipment is available for use as listed on the Meeting Room Application and/or the online reservation request form. The meeting room user must be knowledgeable in equipment use; if equipment training is needed, please advise the Meeting Room Coordinator during the application process.
 3. The City does not provide storage space for property or supplies for individuals, groups or organizations using the meeting rooms. The City assumes no responsibility for private property brought in the building.
 4. Advertising and announcements for non-City programs must include the following statement: Use of City meeting rooms or other facilities by any person, candidate, group or organization does not constitute or imply the endorsement, recommendation or favoring of the City of Box Elder, or any of its officials, employees or contractors acting on its behalf.
- F. Light refreshments, non-alcoholic beverages, and food may be served at the rented locations. Those using the spaces must provide all supplies and equipment for refreshments.

- G. Smoking, tobacco products of any sort, and the use of nicotine delivery smoke-less products (such as e-cigarettes) are prohibited on City property and in all facilities.

- H. Alcohol of any sort is prohibited on City property without the proper Consumption Permit. Consumption Only Permit applications and fees must be submitted not less than 30 days prior to the scheduled event. Special Alcohol License applications and fees must be submitted not less than 45 days prior to the event. Contact the Finance Office at 605-923-1404 to inquire, review the *Requirements for Alcohol*, or to begin the application process.

Disclaimers:

1. The City of Box Elder recognizes the rights of free speech and free assembly. Permission to use a city facility does not in any way constitute an endorsement or approval by the governing board, City Officers, City Management, or the City of Box Elder of the beliefs, positions or actions of anyone using the facility.

2. The participants agree to indemnify and hold the City of Box Elder harmless from any and all claims suits, damages, costs, losses, and expenses in any manner resulting from or arising out of the individual, group or organization's use of the meeting rooms. An authorized representative of each individual, group or organization using a meeting room or park facility will execute a Hold Harmless Agreement prior to utilizing the meeting room. The City reserves the right to require a certificate of insurance regarding such indemnification.

3. The City reserves the right to deduct from the Security Deposit all additional charges relating to, but not limited to, janitorial services, maintenance/repair services, staff time, or emergency services that were required as a result of the use.

4. The Meeting Room Coordinator reserves the right to revise meeting room reservations when necessary and to preempt or cancel established reservation upon reasonable notification to the individual, group or organization.

5. The Meeting Room Coordinator reserves the right to revoke permission previously granted if deemed appropriate. Failure to adhere to any of these guidelines may result in cancellation of the individual, group or organization's reservation.

6. Any individual, group or organization may be prohibited from using City of Box Elder facilities in the future for violating any of the meeting room use provisions set forth above and on the application for use.

Information: For information about meeting room capacity, equipment or availability, please inquire at www.boxelder.us or contact City Hall at 605-923-1404.