

## **ADMINISTRATIVE PROCEDURES FOR RENTAL FACILITIES:**

### **A. FACILITY RENTALS**

#### **1. Reservation Process:**

- a. Reservations are accepted up to 18 months in advance, and on a space available basis. Reservations are processed on a first-come, first-served basis. Note: reservation requests cannot conflict with and/or interfere with current Metro Park programs, activities or scheduled administrative use.
- b. Available hours for rentals may be adjusted to accommodate other activities.
- c. MPT will maintain a rentals page on the Metro Parks website that contains information on all available rental facilities, facility amenities, and contact information

#### **2. Payment Methods:**

- a. Fees and Charges for rentals are approved by the Executive Director. .
- b. Facility rental payment may be made by cash, check (personal, cashier or money order) or credit card (VISA, Discover Card, MasterCard). Personal checks will not be accepted less than 14 business days prior to the event. Insufficient funds will result in a cancellation of the event and will not be reinstated if reserved by another party or until the renter pays the amount due plus a \$25 NSF service fee.

#### **3. Application and Payment Process:**

- a. The requested date(s) is not secure until full payment of the minimum required rental hour fees, including the cleaning fee, are received (if applicable at the specific rental facility).
- b. Once payment is received a payment receipt and rental contract will be provided to the renter. Final rental requirements are listed on the contract and include final payment deadlines.

#### **4. Final Confirmation & Damage Deposit Payment:**

- a. The renter is strongly encouraged to meet with MPT staff to submit the initial rental payments and review the rental contract in person at a date no less than 15 days prior to the event. A point of contact must be named and identified prior to the start of the rental. The point of contact is required to remain on-site from the time the rental begins (set-up) through the time the rental ends (tear down).
- b. At the one-on-one meeting, additional rental requests may be made and finalized (i.e. extending rental hours, amenity add-ons, etc.). Any additional requests must be paid for at this time in order for the requests to be honored.
- c. The damage deposit is also due at this time and can be made by cash, check or credit card not less than 14 business days prior to the event. If MPT does not receive payment 14 business days prior to the date of the event, the reservation will be cancelled. This is a cancellation by the party and the no refunds policy applies. (See refund policy). The name of the responsible party must be imprinted on the card and must match at least one of the signatures on the rental contract.
- d. A minimum 5-day advance notice is requested for a facility rental reservation. If a rental is made less than 14 business days prior to the event, payment of all fees (rental, cleaning and damage) is due in full at the time of the reservation. No checks will be accepted for any fees less than 14 days prior to the event.
- e. A damage deposit is used to offset the cost of damage, repair, replacement and/or excessive cleaning needs to the building, grounds, furniture and/or fixtures. It is also used to offset additional rental fees which may be incurred. The damage deposit refund process will begin no later than seven business days following the rental.

## 5. GENERAL REQUIREMENTS:

a. All rental use inside and outside of MPT facilities must be in alignment with MPT's Mission:

***Creating healthy opportunities to play, learn and grow.***

b. Rental Hours: Rental facilities may be rented on an hourly basis, with some venues requiring a 1-6 hour minimum rental. The rental time includes the time needed for set-up and tear-down by the renter.

c. Rentals which do not vacate the premises per the rental contract terms will be assessed additional fees at a rate of 1 ½ times the established hourly rate. This will be assessed on a 15 minute basis. All rentals must allocate one hour for tear down and begin one hour prior to the end of the contract rental time. Any alcohol service must also end at this time – no exceptions. All guests must vacate the rental facility and MPT premises no later than the rental contract end time.

d. A damage deposit is required for all rentals. Damage deposits are meant to guarantee that the renter will abide by the contract terms. Actions such as: going over hours, over capacity, violating the terms of the banquet permit, violating park code, necessitating excessive cleaning and park property damage are grounds for withholding the partial or full damage deposit.

## 6. Security:

a. Private security or Tacoma Police Department security may be required at your event at any time or if alcohol is served, if an admission is charged or open to the public. MPT reserves the right to require private security or Tacoma Police at its discretion. Security is coordinated through MPT and the financial responsibility of the renter. MPT will collect security fees payment as part of the rental contract fees. All event-related fees, including security, must be paid in full prior to the start of the rental. Failure to pay the required fees may lead to the cancellation of the event. **(No money will be refunded)**.

b. MPT has the discretion to require a damage deposit for events without alcohol or for security guard requirements at events with alcohol that end prior to 8pm based on the type of event, group size, and/or rental history.

c. Certificate of Insurance: A certificate of insurance is required for a rental by a company, business, community or non-profit organization and/or if the event is open to the public. The certificate must provide insurance coverage of at least \$1,000,000 for bodily injury/property damage. MPT must be named as additional insured, and receive the insurance certificate on file 15 days prior to the event, or the rental will be cancelled.

## 7. Cancellations, Refunds & Rescheduling Process:

a. All rescheduling or refund requests must be made in writing via email, fax, U.S. mail or in person by the person signing the rental contract. b. A 50% refund will be allowed if received 151 days **prior to** the contracted facility rental date.

b. Refunds are not granted with **less than** 150 days' notice or due to inclement weather conditions.

c. If a rental is cancelled by MPT as a result of the renter failing to provide all of the necessary information, documents or fees, MPT shall retain the rental fees paid.

d. MPT shall make every effort to open a facility when a rental is scheduled. However, if severe inclement weather or other acts of nature (ice storm, snow storm, damage caused by weather) prohibits the opening of a facility, the renter will be notified as soon as possible. The renter may be provided the opportunity to reschedule to another available date.

## 8. Exceptions to facility rental fees:

a. Any group that is provided an exception to the rental facility fee and charges for rental must have an agreement stating the nature of the terms for the fee waiver and the signature of the MPT designee.

authorizing the waiver. The rental fee may be waived; however, fees related to staffing, cleaning and damage deposits cannot be waived. All waivers require a partnership agreement signed by the Department Director or designee.

b. A valuation of the services granted must be included in the agreement as well as a statement that reflects the benefits that Metro Parks Tacoma and the citizens gain from the authorization of the exception.

c. Discounts for recurring, non-exclusive use of meeting space may be negotiated.

d. Rental agreements for meetings and recurring services that do not require the scheduling of a cleaning crew may be exempt from the cleaning fee.

e. Recurring rentals shall pay a damage deposit at the time of the first rental. This deposit, if not expended, can be carried over for future scheduled rentals within the calendar year the meetings are held.

#### **9. Discounted Fees:**

a. Only non-profit organizations or designated MPT partners may be eligible to receive a reduced rental rate. Discounts apply only to the facility rental fee. Discounts do not apply to cleaning fees, staffing fees, damage deposits, additional amenities, etc.

b. To apply for a rental discount all non-profit organizations must submit a copy of their State License as proof of their non-profit status. Staff shall review and respond to all rental discount requests within 5 working days of receiving the required paperwork.

c. Proof of non-profit status does not guarantee that an organization will receive a discount.

#### **10. Use of Outdoor Park Space:**

a. If a rental facility client wants to extend the rental to outdoor park space immediately adjacent to the rental facility special event permit requirements must be followed.

b. The Special Event Permit guidelines and procedures will be made available to the rental facility client at the time of request. Special Event Permit fees will be applied.

#### **11. Sale of Food, Non-Alcoholic/Alcoholic Beverages, Merchandise and/or Admission:**

a. It is illegal to sell food, beverages, goods or merchandise or charge admission within any MPT facility or on MPT property without express written approval by MPT staff as outlined in the rental contract or special event permit

b. All organizations selling food, beverages, merchandise and/or admission will pay a minimum rental fee of 1 ½ times the published standard rate. Additional fees may be assessed based on what is being sold and the volume of gross sales. These additional fees will be determined on an individual basis.

c. A business /association / organization must submit along with their rental application, a photocopy of their City of Tacoma Business License and Tax ID Number or other documentation such as non-profit status or city code which allows them to do business. Staff shall review and respond to all requests within 5 working days of receiving the required paperwork.

d. The sale of alcohol requires a licensed bartender and proof of permits issued by the Washington State Liquor Control Board. Client and distributor of alcohol must comply with any and all MPT, city, state and federal rules and policies. The sales of alcohol will be subject to additional fees.

## B. RENTAL POLICIES & GUIDELINES FOR USE

### 1. Customer Responsibilities:

- a. Each individual in the rental group must obey all applicable MPT, City, State and Federal rules, ordinances, laws and regulations. Failure to do so may result in the rental contract being cancelled or terminated, and all guests being asked to leave the premises and/or be subject to legal action.
- b. The renter is responsible for providing general supervision and control over all activities to prevent injury or damage. A designated point of contact must be named, identified and on-site for the entire rental which includes set-up and tear down.
- c. Renter must provide general clean-up of rental facility related to their decorations and food and beverage. Renter is responsible for the removal of all personal belongings and/or left-over food from the premises.
- d. The renter or designee is to become familiar with the facility, its amenities and overall condition. This includes a pre and post rental walk thru with staff and signing of the rental checklist at the beginning and end of the rental. The same person must be available for each. The designee must be listed on the contract. If the designee/renter is not available for the walk through per the terms of the agreement, they void the right to have representation present and the judgment presented will be final.
- e. Renter is financially responsible for any damage to or the need for excessive cleaning of the facility (beyond 2 hours) or for cleaning related to improper use of the facility (urination on floors, bottles on park grounds, not using trash receptacles, footprints on walls, etc.) park grounds or amenities that may be caused by the customer or someone from their group. Excessive cleaning is billed at 1.5 times the rental fee.
- f. MPT is not responsible for providing any amenities the day of the event that were not explicitly agreed to at the contract confirmation meeting 14 business days prior to the event.
- g. A certain number of tables and chairs are available at each facility. If additional/different tables or chairs are needed, arrangements must be made with an outside rental company by the renter.
- h. Room capacity limits determine the maximum number of guests allowed either seated or standing. By fire code the listed capacity cannot be exceeded at any time, and will be enforced by staff on duty. Violation of the capacity will result in loss of the damage deposit and termination of the event.

### 2. Decorations:

- a. Consult with the facility staff on what types of decorations are permissible.
- b. The use of nails, push pins/tacks or staples is not allowed. Duct tape is not allowed.
- c. Lighted candles are allowed if enclosed in a glass container or vase. Open flames cannot exceed the height of the container. Candelabras are prohibited.
- d. Rice and birdseed are not allowed. The use of rice or birdseed will result in a portion of the damage deposit being withheld.
- e. Machines that create smoke, mist or bubbles are not allowed.

### 3. Catering & Kitchen Items:

- a. Cooking, eating & serving utensils, food containers, dish towels, pot-holders, dish soap, etc are not provided by MPT to renters. If a renter has a private rental, they can prepare the food on site for private consumption at the rental. If the rental is for a public event, or if food is to be sold as part of admission or separately, the renter needs to secure a permit from the Health Department. If a renter hires a caterer, the caterer has to be a licensed caterer.

#### **4. Alcohol:**

a. Beer, wine, hard alcohol and/or champagne are allowed to be served and consumed inside the rental facility with verification a Banquet Permit has been obtained through the Washington State Liquor Board. A copy of the Facility Rental Contract will be required to obtain a Banquet Permit. The original Banquet Permit must be submitted to Metro Parks at least 15 days prior to the event. Failure to obtain a Banquet Permit will result in alcohol not being allowed to be served to guests.

b. Alcoholic beverages of any kind are not allowed in any open park space, including a picnic shelter or the exterior of a rental facility without an MPT contract for use of venue/space. Alcoholic beverages are prohibited from being served one hour prior to the end of the rental. Serving alcohol without the appropriate banquet permit, serving hard liquor, consuming alcohol outside the building, and/or serving anyone under 21 is cause for a rental to be immediately terminated and the damage deposit withheld. It is the renter's responsibility to inform guests of MPT's policies.

c. MPT will review each rental requesting that alcohol be allowed. MPT reserves the right to deny any group permission to serve or have alcohol on the premises. Security is required if alcohol is being served after 8pm. Damage deposits will apply to ensure that a group complies with all procedures and guidelines related to the distribution and consumption of alcohol.

d. If alcohol is part of an event, all alcohol must be brought into the facility during set-up hours, checked in with and stored by MPT staff in non-event space. The alcohol can only be moved into the event space when a licensed bartender is present. A licensed bartender with the proper credentials is also required to serve the alcohol – no exceptions.

e. Security is not required if alcohol is brought in as a gift; however, as a gift – the alcohol cannot be consumed on-site.

#### **5. Smoking:**

a. Smoking is prohibited inside all Metro Parks Tacoma facilities and park properties.

#### **6. Parking.**

a. All group users are advised and encouraged to car pool to the event and/or shuttle their participants from an authorized pre-arranged location. Rentals are not given exclusive parking privileges at MPT facilities/sites. Illegally parked cars may be ticketed or towed.

#### **7. Music & DJ's:**

a. All musical systems must arrive and depart from the facility within the scheduled rental hours to avoid additional charges. Musicians cannot use any device that creates smoke, mist or bubbles as part of their performance or violate other rental rules. Should the music exceed reasonable indoor levels, MPT will ask the designated event point of contact to turn the music down. If more than 3 requests are made by MPT staff, the event may be terminated.

#### **8. Signs:**

a. Signs may be posted outside on sandwich board type structures only. Balloons can be used as a marker, and may be tied with string to a fixed object; however they cannot obstruct the view of any road sign. Signs are not allowed to be nailed, stapled or bungee corded to trees, buildings, light poles or road signs, and/or stakes driven into the ground, and/or the painting of any pavement or hard surface. Any temporary outside signage must be approved by facility staff and immediately removed following the end of the rental.

#### **9. BBQ's:**

a. Renters may use self-contained barbeque unit(s) with approval from MPT facility staff. All barbeques must be an above ground type unit that use propane gas only and must be used outside of and away from the building. The renter is responsible for the safe removal of grease and any debris related to the BBQ. These items cannot be dumped or buried in the park/facility or in park trash cans. Based on the equipment producing heat, Tacoma Fire Department may require a permit – please consult with facility staff for more information or visit [www.tacomafiredepartment.org](http://www.tacomafiredepartment.org) for permitting information.

**9. Animals in Public Buildings:**

a. Only service animals are permitted inside Metro Parks' facilities during rentals.

**10. American Disability Act (ADA).**

a. MPT has several facilities that are historic in nature or were constructed prior to the establishment of American with Disability Act (ADA) standards. The renter accepts the facility with these limitations unless a reasonable accommodation is requested and approved at the time of signing