



TOWN OF COTTAGE CITY

3820 – 40th Avenue
Cottage City, Maryland 20722
(301) 779-2161 • Fax (301) 779-3525

Cottage City Town Hall Facilities Rental License Application & Agreement

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Cottage City Employee | <input type="checkbox"/> Cottage City Resident | <input type="checkbox"/> Non-Resident | <input type="checkbox"/> Gazebo Rental (Only) |
| <input type="checkbox"/> Refundable Deposit: \$150.00 | <input type="checkbox"/> Refundable Deposit: \$150.00 | <input type="checkbox"/> Refundable Deposit: \$200.00 | <input type="checkbox"/> Refundable Deposit: \$50.00 |
| <input type="checkbox"/> Rental Fee: \$150.00 | <input type="checkbox"/> Rental Fee: \$150.00 | <input type="checkbox"/> Rental Fee: \$300.00 | <input type="checkbox"/> Rental Fee: \$25.00 |
| <input type="checkbox"/> Total: \$300.00 | <input type="checkbox"/> Total: \$300.00 | <input type="checkbox"/> Total: \$500.00 | <input type="checkbox"/> Total: \$75.00 |

Name of Renter: _____

Address: _____

Telephone Number: _____ Email Address: _____

Has requested the use of designated areas of the Cottage City Town Hall/Gazebos and its contents by the Renter and a group of guests on:

Date: _____ From: _____ To: _____

Number of people in group attending: _____

Your signature below affirms you agree to the following rental terms and conditions on behalf of your group:

Violation of any of the following Town Hall Rules & Regulations or Town noise ordinances will risk a material breach of your rental contract. Consequences for breach include any/all of the following: immediate revocation of rental license; forfeiture of any fees/deposits paid; loss of future rental privileges; civil citations and/or fines issued by Cottage City Police Dept.

Town Hall Facilities

Pertaining to All Rental Facilities/Equipment:

- Renter or an authorized representative of the Renter designated in writing must be on site for the duration of the event, in possession of the original rental license. (Presenting the Rental License on a smartphone is not authentic.) If the Renter is a business entity or association, written authorization on signed organizational letterhead identifying the duly authorized representative must be received by the Town with the application.
- Event must take place within the times listed on the rental agreement. Early entry, early set-up or staying after the scheduled end time is not permitted.
- Event may not exceed the authorized safety capacity for the facility and/or group size stated on the license.
- DJs and small bands are permitted indoors. Acoustic bands are permitted outside, but without amplification. Music may be played through personal speakers outdoors but must abide by the

daytime noise limits in Town Ordinance Code, Section 6-1 Code available at <https://ecode360.com/34051351>.

- Use of grounds or facilities for commercial enterprise or private profit is strictly prohibited. License holders may not accept admission fees or sell or offer for sale any merchandise (including food & beverages and raffles/fundraising). This includes ticket sales of any kind (in advance or at the door). License holders may not conduct, practice, or solicit for any trade, occupation, business or profession.
- No public event advertising is permitted. License holders may not distribute to the public any handbills or circulars or erect bills, notices, or advertising device of any kind. This includes electronic modes of advertising via social media. No posting signs or advertisements on Town property unless pre-approved by the Cottage City Commission.
- Pets are typically not permitted inside rental facilities or where explicitly prohibited. Service animals are permitted provided the animal complies with Town and County licensing and vaccination rules. All pets must be harnessed, leashed, or tethered at all times while on Town Property.
- Tents, canopies, drones, moon bounces, game trucks, food trucks, dunk tanks, pony rides, and other amusement rides are not permitted. The Town reserves the right to deny or discontinue the use of any device or apparatus in its sole discretion deems to be unsafe or injurious.
- No generators of any kind are permitted. Outdoor picnic shelters/areas/grounds do have access to electricity.
- No propane or flammable gas is allowed. Food may be warmed by sterno products.

- No setting up or serving is permitted in the parking lot and no entry or usage of rooms or spaces marked as "off limits," "no trespassing," "for staff only" or similar warning.
- The following rooms or areas of the Town Hall are off limits regardless of the posting of a sign or other warning marking: the Public Works office, the Town Manager's office, the Chief of Police's office, the utility room, any locked or secured space, and ..._____.
- Rented or delivered port-a-johns are not permitted.
- Serving or consuming alcohol is not permitted.
- Renter is responsible for visiting the facility prior to making a reservation to ensure acceptable appearance, utility and provision of amenities.
- Minor variances in appearance from pictures/descriptions online will not be accepted as a valid reason for refund.
- Renter agrees to accept the facility in current condition of appearance.
- After use, fires on outside grills (where applicable) must be extinguished and all trash placed in proper trash containers.
- Total group size may not exceed legal safety capacity limit (children included).
- The facility reserved is subject to inspection by an authorized representative of the Town in order to assure that proper use of the facility is in compliance with Town Rules and Regulations.
- The renter agrees to leave the facility/equipment clean and orderly, without excessive wear and tear and assumes personal liability for the cost of remedial or additional cleanup of the premises; loss, breakage, or removal of town property; and responsibility for the conduct and good order of the group.
- No smoking is permitted inside the Cottage City Town Hall.
- If a caterer is providing food, they must have a food handler's certification and proof of insurance on-site, and the Renter must indicate in a prominent place on site the caterer's Prince George's County Food Service Facility Identification Number.

- Failure to return the Cottage City Town Hall to the same condition as when it was rented will forfeit the refundable deposit.
- Trash bags, brooms, mops, paper towels and toilet paper will be provided by the Town of Cottage City.
- Fire extinguishers are to be used only for emergency purposes. There is a \$25 charge for every fire extinguisher that is used.
- Cottage City Town Hall reservations should be confirmed 48-hours in advance by calling the Town Office; the contact person is Brittany Gabriel at (301) 779-2161.

MAINTENANCE INFORMATION

In the event of a problem or maintenance issue, the problem **MUST** be reported on the day of the event by calling the Town's After-Hours Service Number at (443) 653-6524.

Maintenance issues that are not reported in a timely manner to the above number during event hours will **NOT** be remediated until a later date. Any complaints need to be provided in writing with any supplemental documentation of issues (such as pictures) to the Town Office via email (townhall@cottagecitymd.gov) no later than 48 hours after the conclusion of your event in order to be considered. Complaints must be received from and will only be discussed with the Renter.

PARKING

Parking is available in Town hall parking Lot and on street parking is also available. Please obey all parking signs at all times. Parking on grass is prohibited.

TO CHANGE YOUR RENTAL TERMS AND CONDITIONS:

Any changes to your reservation must be requested at least 14 calendar days before your event and will be subject to a \$10 change fee. The Renter may make changes to their rental online or may contact the Town Office to request any changes.

If you book your event fewer than 10 days before the event date, you forfeit your ability to request changes to the contract.

If you book your event fewer than 5 days before the event date, you forfeit your ability to cancel and receive any monetary refund.

There will be NO refund or compensation due to weather conditions, including rain, snow, and extreme heat or cold. Events also cannot be rescheduled due to forecast of inclement weather which the Town cannot control.

Refunds will only be issued if the Town closes the rented facility and the Town reserves the right to do so

Natural occurrences of insects are to be expected at outdoor facilities. No cancellations, changes or refunds will be allowed for such occurrences.

All cancellations (regardless of reason) **prior** to 14 days of the event will result in an 80% refund of the rental cost. All cancellations **between** 5 days and 14 days of the event will result in a 50% refund of the rental cost. All cancellations **within** 5 days of the event will not be eligible for any refund, regardless of reason or extenuating circumstances.

The Town reserves the right to cancel all rentals with as much notice as possible and holds the person to whom this license is issued responsible for notifying the Town Office in advance of any cancellation.

SECURITY DEPOSIT PROCEDURE

In addition to your rental fee, a refundable deposit is required which covers damages, inspections, insufficient clean-up or rule violations, including exceeding capacity and health requirements.

Forms of Payment: The refundable security deposit must be paid with a money order or certified funds (i.e., certified or cashier's check) at the time of reservation.

Return of Deposit: The deposit will be refunded by Town business check within 7-14 business days following the event if inspection of the facility shows sufficient clean-up, normal wear and tear and no significant damage or violations were reported or found. Check will be issued to the Renter and mailed to the address on the Application.

**** SPECIAL COVID REGULATIONS AND GUIDELINES ****

- Gatherings may not exceed the capacity indicated on your rental license, and must comply with any applicable emergency executive orders or health regulations
- Guests experiencing a cough, cold, fever or flu-like symptoms should be encouraged to stay home.
- Encourage guests to wash their hands or use hand sanitizer throughout your event.
- All touch surfaces should be regularly sanitized throughout your event.

Renter Responsibilities (all cleaning supplies are provided for indoor rentals only)

Town Hall

- Lights in bathrooms, kitchen and meeting room are turned off.
- All floors are free of scuff marks, trash, crumbs, paper, spills, etc.
- Wet and dry mops are on premises to be used for clean ups.
- Counters, tables and chairs are wiped clean.
- Trash bag has been replaced.
- All trash shall be placed properly in the trash facility located outside at the parking lot entrance. Remove all decorations and temporary fixtures.
- Stack all chairs & fold all tables and put them back exactly as they were.
- Sweep entire floor and dispose of debris with dustpan.

Gazebo

- All areas shall be free from trash and food items.
- Trash can should not be over-filled. All additional trash shall be placed properly in the trash facility located outside at the parking lot entrance.
- All Counters, benches and grill shall be wiped clean.
- Charcoal shall be placed in an aluminum pan inside the grill.
- All coal should be properly extinguished and placed in the red ash can.
- No food or trash shall be placed in the red ash can.
- Sink should be wiped clean after use.

Indemnification

The Renter agrees to release, defend, indemnify, and hold harmless the Town of Cottage City, its officers, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney fees which the Town of Cottage City, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of this license agreement or by reason of any act or omission of the Renter or guests.

Renter Acceptance:		Date:
By: _____ Signature of Renter or Authorized Representative		
Total Rental Due:		Date Rental Due:
Phone:	Email:	
TOWN OF COTTAGE CITY		Date
By: _____ Signature of Town Manager/Designee		

