



CITY HALL FACILITY USE POLICY AND AGREEMENT

Issue Date: 01-17-2022

Revision(s): 05-04-2023

Pages: 5

1.0 PURPOSE AND SCOPE

1.1 This Facility Use Policy is designed to establish a formal policy for renting rooms within City Hall.

2.0 GENERAL

2.1 The Manitowoc City Hall specified meeting rooms, equipment and utilities are available for rent by the public, if the public use does not interfere with the normal operation of the City's business. City government functions shall in all cases take precedence over all other activities at City facilities.

2.2 The specified meeting rooms within the facility, when not being used by City departments, Common Council, and City of Manitowoc Boards and Commissions, shall be prioritized with other governmental agencies and courts, non-profit agencies and all other groups accordingly.

3.0 AVAILABLE FACILITIES

3.1 Designated meeting rooms, when not being used by the City, may be reserved provided the requirements of the Facility Use Policy are met. The use of any other specified area needs approval by the Building and Grounds Manager and/or their designee.

- Council Chambers (Capacity of 106)
- 1st Floor Hearing Room (Capacity of 20)
- 1st Floor Conference Room West (Capacity of 30)
- Lower Level Lunch/Conference Room (Capacity of 25)
- 2nd Floor Conference Room (Capacity of 30)

3.2 City Hall meeting rooms are not available for private parties. Small civil marriage ceremonies are allowed with prior approval of the Buildings and Grounds Manager and/or their designee, but no wedding receptions are allowed.

4.0 USER FEES

4.1 There is a flat room fee for usage of any space during business hours (7:30 a.m. to 5:00 p.m. Monday through Thursday and 7:30 a.m. to 11:30 a.m. Friday). Events held outside the normal City Hall business hours will be charged the flat rate plus the cost of a City Hall attendant to be present. The attendant shall be a City Staff member. There is no charge for the use of the facilities for City of Manitowoc sponsored business functions or activities.

DESCRIPTION	FEE
Rental Fee during business hours No A/V equipment (7:30 a.m. – 5:00 p.m. Monday – Thursday and 7:30 a.m. - 11:30 a.m. Friday)	\$30.00
Rental Fee during business hours including A/V equipment (7:30 a.m. – 5:00 p.m. Monday-Thursday and 7:30 a.m. - 11:30 a.m. Friday)	\$45.00
Rental Fee outside of business hours	\$30.00 plus Attendant Fee
Attendant Fee – Without rental of A/V Equipment	\$15.00/hour
Attendant Fee- With rental of A/V equipment	\$34.00/hour

- 4.2 Any resident/citizen of the City of Manitowoc 18 years of age and older may request the use of the City Hall amenities through the Department of Public Infrastructure, 900 Quay Street, Manitowoc, WI, (920) 686-6910, or by visiting our website at www.manitowoc.org. The signed form is required to be returned to the Department of Public Infrastructure prior to any confirmation of rental.
- 4.3 The Building and Grounds Manager and/or their designee shall approve or deny the request for use. If denied, the requester will be notified by the Department of Public Infrastructure. If approved, the Department of Public Infrastructure shall schedule the event on the room’s electronic calendar, and notify the requester of the approval. Payments must be received at the time of the room rental. Failure to pay in full may result in cancellation of the contract. All fees are non-refundable, unless due to maintenance or safety issues.
- 4.4 Special requests not addressed by this document must be submitted to the Building and Grounds Manager and/or their designee for a determination. When a request has been granted and the user requests additional facilities or equipment following the initial requests, the Building and Grounds Division retains the right to grant or deny the request.

5.0 GENERAL DEPARTMENT POLICIES

- 5.1 No request will be taken more than one year in advance of the date for use. No equipment or utilities will be available for rent outside the City Hall facilities.
- 5.2 No admission fees, donations, contributions or any other fees shall be charged by the person or organization reserving the facility or equipment, or by any other person using the facility or equipment, unless prior written approval has been secured from the Public Infrastructure Committee who will then make their recommendation to the Common Council.
- 5.3 No merchandise of any kind may be bought or offered for sale within City Hall by anyone using the facilities, unless expressly granted permission by the Common Council prior to the scheduled facility use event.
- If any payee of provision 5.2 or 5.3 is violated, the payee responsible shall pay the City of Manitowoc an additional \$100 per day for EACH admission charged or item bought or sold.
- 5.4 All services provided by Building and Grounds personnel shall be charged back to the person or organization using the department's services at a rate to be determined by the Building and Grounds Manager and/or their designee.

- 5.5 The person or organization using the City of Manitowoc's City Hall facility must provide its own supplies and make arrangements with its own vendors to accept deliveries. Neither the City of Manitowoc nor its agents or employees will accept, receive, or sign receipts on behalf of the person or organization using the facility.
- 5.6 It shall be the responsibility of the person or organization sponsoring the event to maintain the premises in a clean, safe, and sanitary condition during the event. The City of Manitowoc's Building and Grounds Division will have an appropriate number of trash containers available. Any materials of personal property or items of any nature whatsoever remaining on the premises after the duration of the event shall be considered to be intended for discarding and/or other disposal by the City of Manitowoc and/or the City of Manitowoc Building and Grounds Department. The person or organization using the facility waives any and all rights or interests it may have in such property. All grounds, facilities, furniture, and fixtures shall be restored to their original condition and to the satisfaction of the City of Manitowoc and the City of Manitowoc Building and Grounds Division, reasonable wear and tear accepted.

Any person or organization using the City Hall facility shall agree to a charge of two hundred dollars (\$200.00) if the premises are not fully cleaned and restored to the satisfaction of the City of Manitowoc and Building and Grounds Division. This includes collecting all litter and refuse as well as placing all of it in trash cans provided.

- 5.7 In the event of damage to the property or facilities, the user shall be charged additional fees as determined by the Building and Grounds Manager and/or their designee for restoration or repair of the property or facility.

6.0 FACTS ABOUT THE USE OF FACILITIES, EQUIPMENT AND UTILITIES

- 6.1 Neither the City of Manitowoc, nor the Building and Grounds Division, or its employees, agents or officials are responsible for articles left, lost or stolen at any City Hall facility.
- 6.2 All City facilities and equipment shall be checked for obvious defects before using them. All defects should be reported to the City staff attendant immediately. The City staff attendant shall document any problems with equipment, furniture or facilities found at the rental site and report to the Buildings and Grounds Division Manager and/or their designee.
- 6.3 All questions should be addressed to the Building and Grounds Division before renting the facilities.
- 6.4 City Hall is a smoke-free environment. No one reserving the City Hall facilities for non-City Hall related business or activities may carry in, serve or consume alcoholic beverages in the facilities.

7.0 POLICIES REGARDING INDEMNIFICATION AND LIABILITY

- 7.1 Indemnification. The person or organization requesting the use of the City of Manitowoc City Hall facilities, equipment or utilities shall indemnify and hold harmless the City of Manitowoc, its agents, officers and employees, from any and all damage or liability whatsoever occasioned within the described premises by reason of any bodily injury or death of any person, or by reason of any damage to property of third persons occasioned by any act or omission, negligent or wrongdoing of the person or organization so using said premises, or any of its officers, agents, representatives, assigns, guests, employees, invitees or persons admitted by the person or organization using said premises, and person or organization using said premises shall, at its own cost and expense, defend

and protect the City of Manitowoc, its agents; officers and employees against all such claims and demands.

- 7.2 Compliance with Laws. No activities in violation of federal, state or local laws shall be permitted on the premises and it shall be the responsibility of the person or organization using the premises to enforce this provision. No lewd or indecent actions, conduct, language, pictures or portrayals shall be included in the activities or events presented by the person or organization using the premises and nothing presented, used or sold that is contrary to law or prohibited by ordinance of the City of Manitowoc will be permitted. The person or organization using the premises agrees to abide and be bound by the decision of the City of Manitowoc and/or the Building and Grounds Division should any questions arise under this Agreement.

The City of Manitowoc and the Building and Grounds Division do not relinquish and do hereby retain the right to enforce all necessary and proper rules for the management and operation of the facility; said rules shall be promulgated and enforced strictly by the City of Manitowoc and the Building and Grounds Division. The City of Manitowoc and the Building and Grounds Division, its agents and employees, retain the right of ingress and egress to all of the above facilities and grounds when in performance of official duties and to ensure said premises as being used for the purpose as stated.

- 7.3 Security and Parking. The person or organization using the City Hall facility will provide adequate police protection to the satisfaction of the City of Manitowoc and the Manitowoc Building and Grounds Division for the entire event and until all participants have left the premises when and if necessary to maintain order. The person or organization using the City Hall facility shall be responsible to contact the respective Municipal Police Department and inform them of the details of their event. The person or organization using the City Hall facility shall assume and pay the costs thereof for all security.

The person or organization using the facility shall be required to keep emergency lanes open at all times.

- 7.4 Alteration to Facilities. Alteration to any facilities, furniture or fixtures shall be approved by the City of Manitowoc Building and Grounds Division prior to the event. The person or organization using the facility shall provide the Building and Grounds Division a written proposal for any and all proposed alterations at least 7 days prior to the event. The person or organization using the facility shall not be permitted to permanently alter any furniture, facility or fixture and shall return said premises to their original condition at the conclusion of the event. All facility and utility modification, alterations, connections and hook ups will be in strict accordance with state and local codes. Alterations requiring the Building and Grounds Division approval shall include, but are not limited to electrical wiring, moving furniture, equipment or fixtures and/or temporary building partitions.

No tape, tacks, nails, screws, etc. may be used to affix any items or decorations to the building, its furnishings, fixtures or equipment.

All setup of furniture, equipment, fixtures, etc. will be done by the Building and Grounds Division or under their direct supervision.

Applicant shall be present at all times while the City facilities are being used.

Use of the City of Manitowoc City Hall facilities, equipment or utilities does not authorize any

person to disturb the equipment, displays, fixtures, furnishings or other materials not specifically intended for use.

- 7.5 No Joint Venture Created. It is specifically understood and agreed that the use by a person or organization of the Manitowoc City Hall facilities shall not be construed to create or be evidence of a partnership or joint venture between the person or organization using the facilities, and the City of Manitowoc or the City of Manitowoc Building and Grounds Division; and that all parties are individually responsible for their respective debts and financial obligations. The person or organization using the City of Manitowoc City Hall facility shall not make representations to any other party contrary to the term of this paragraph.

8.0 FACILITIES RENTAL

- 8.1 The City reserves the right to refuse or cancel any and all reservations without providing any other accommodations in the event the facility is needed for government purposes, or if the facility becomes unavailable due to an unforeseen maintenance or safety issue. All fees collected will be refunded.

- 8.2 A group may not assign or transfer its reservation to another group.

9.0 CANCELLATION

- 9.1 In the event of cancellation, a three-day advance notice to the Department of Public Infrastructure Division is necessary to avoid assessment of additional costs due to staffing.

All exceptions to this policy must be approved in writing by the Building and Grounds Manager and/or their designee.