

MILFORD YOUTH CENTER

24 Pearl Street, Milford, MA 01757

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REGULATIONS GOVERNING USE OF MILFORD YOUTH CENTER FACILITIES

The Milford Youth Commission, for the purpose of promoting the usefulness of town-owned property in the best interest of the community, hereby establishes the following regulations related to public use of municipal facilities:

CHARGES ARE FOR CONSECUTIVE HOURS OF USE

1. Use of Milford Youth Center facilities is granted within the limits prescribed in the Massachusetts General Laws and Town of Milford By-Laws.
2. The Milford Youth Commission reserves the right to grant free use of the Milford Youth Center, or any portion thereof, to educational, charitable or governmental agencies, at its discretion, and to deny any application that interferes with use of Youth Center facilities for municipal purposes, or which causes undue difficulties in policing the premises. Use of the Youth Center facilities by any organization, entity or group, in no way constitutes endorsement of that organization, entity or group's, policies or actions by the Milford Youth Commission.
3. The Town of Milford does not authorize renting municipal buildings to religious based organizations for religious purposes.
4. If a non-profit organization desires to utilize the space at the Milford Youth Center for a fundraiser with a waiver of the rental fee, due to their non-profit status, the applicant must:
 - Present to the Milford Youth Commission at least one (1) month prior to the desired rental date, the service applicant provides to the community and the purpose of the applicant's event; and
 - Publicly thank the Milford Youth Center and the Milford Youth Commission for the donated space.

If the Milford Youth Commission approves the rental fee waiver, the applicant may proceed with the Milford Youth Center rental process. The fee waiver only includes the

rental area fees. Under no circumstances will the equipment fees, rental staff fee, and custodial fee (billed by the Town of Milford following rental) be waived and the applicant will be responsible for applicable charges.

5. A town custodian and other appropriate personnel designated by municipal authorities must be on duty while the facility is in use and/or after the rental ends to clean. The applicant is responsible for compensating all designated personnel. The custodian and other appropriate personnel have full authority to ensure that all provisions of the rules and regulations of the Milford Youth Center are observed. Arrangements are to be made directly with the Milford Youth Center Director and/or Assistant Director.
 - A town custodian is required for all rentals that utilize Town of Milford equipment (ex. tables, chairs, bounce house), provide food, or have an expected attendance of 50+ participants.
 - The Milford Youth Center Director reserves the right to require additional custodial coverage before, during or after the agreed upon rental time, at the Director's discretion.
 - Custodial personnel shall be paid at the employee's time and a half (1-1/2) rate of pay at a minimum of two (2) hours. On Sundays and holidays, the rate shall be paid at two (2) times the rate of pay with a two (2) hour minimum. All payments for custodial personnel must be made to the Town of Milford no later than one (1) week after invoice is distributed by the Town of Milford. Unpaid invoices will result in future requests for use of facilities being denied.
6. Rental fees shall be charged for consecutive hours of use in accordance with the fee schedule available at the Milford Youth Center and on website. Rental fees are subject to change without notice. No admission fee may be charged without the express permission of the Milford Youth Commission. Failure to pay rental fees on time, as determined by the rental invoice, may result in rental cancellation, per discretion of the Director.
 - **Cancellation:** A refund of 75% of paid charges (excluding staffing) will be granted only if cancellation is received by email to the Director at least 48 hours prior to the event. If cancellation is received less than 48 hours prior to the event, no pre-paid charges will be refunded, and the user may be charged for personal services if departmental personnel reported for duty related to use.
7. Circulation throughout the Milford Youth Center facility is restricted to only areas recognized as essential to purpose of use. Unauthorized circulation violates the rental agreement and will prohibit future use of any portion of the Milford Youth Center facility by the applicant.

8. Applicants must provide personnel to properly supervise the use of the facility. The supervisor's name(s) MUST appear on the application that is signed prior to rental date. A list of 21+ years old rental supervisors must be provided at the time of the signed agreement. Only those adult supervisors listed will be allowed to supervise rental and MUST remain on the premises until each minor attendee is picked up by an authorized adult.
 - It is the responsibility of the applicant to communicate all rules, regulations and building policy to rental supervisors and participants.
 - Participants will not be allowed entry into the Milford Youth Center until the applicant or a rental supervisor is present.
9. Rental times, as agreed upon by applicant in the Rental Agreement, include all rental set up and breakdown. There will be no further time allotted for rental without prior agreement and payment in full.
 - It is the responsibility of the applicant to communicate rental start and end times to all rental supervisors and participants.
 - No Participants will be allowed into the Milford Youth Center until the agreed upon rental start time.
 - If start and end times are not respected the rental may get a written violation. The receipt of three (3) violations the Milford Youth Commission can either suspend or cancel future rentals at their discretion.
10. Applicants using all facilities assume responsibility for any loss or damage to the property and must leave the facilities in order.
 - Nothing may be hung on the walls.
 - Applicants-and rental supervisors are not authorized to move, remove, or adjust any Milford Youth Center property or equipment. Milford Youth Center staff or a town custodian will be present to assist in any needed adjustments, which must be approved by Director and/or Assistant Director prior to.
11. Applicant-will pay the "Town of Milford – Milford Youth Center" for all damaged property or equipment as reported by departmental personnel assigned to the municipal facility.
12. The Town of Milford, through the Milford Youth Commission, is not responsible for materials, supplies, or equipment owned by any applicant utilizing any municipal buildings.

13. Liability insurance coverage shall be required in the minimum amounts of \$250,000 per person/\$500,000 per occurrence. Proof of insurance must be submitted by applicant prior to use of facilities and shall include a provision indemnifying and holding the Town of Milford harmless against any claim. Insurance is required for all applicants that have an expected attendance of 100+ participants (including supervisors). If insurance coverage is not provided by applicant (for under 100 participants), it is the responsibility of applicants to ensure each participant completes an Individual Use Waiver prior to participating in rental activities.

- If a continuous rental eventually exceeds 100 participants, insurance is then required before additional participants are allowed to enter the Milford Youth Center. If more than 100 participants arrive at a singular event that is uninsured, then Milford Youth Center staff will not allow them entry. The Milford Youth Center Director will decide how to proceed.
- If participants do not complete an Individual Use Waiver prior to rental activities, then they will not be allowed entry until a waiver is completed. Waivers must be completed for minors by a parent/guardian to be allowed entry. There will be no reimbursement for missed/delayed rental time due to waivers not being completed.

14. Rental of facility is primarily for use by nonprofit organizations and intended for occasional use only. The Milford Youth Commission does offer out-of-town rates, if space and availability allows.

15. No refreshments are to be brought into, consumed or served in the facilities without permission of the Milford Youth Center Director and/or Assistant Director. If permission is granted, the applicant shall be responsible for the proper cleanup.

- If food/drink is to be served, the applicant seeking approval for use of the facility must ensure that all food and drink is purchased from an applicable Board of Health certified business. Food prepared by non-certified businesses is prohibited. Glass bottles are not permitted in the Milford Youth Center facility or on property.
- If food prepared by a non-certified business is found during scheduled rental time, then the Director and/or Assistant Director may decide to end the rental prior to contracted time. The Milford Youth Commission reserves the right to deny future rental inquiries from an applicant in violation of this policy.

16. Any proposed open flame device used for cooking must be approved by the Milford Fire Department and Milford Youth Center Director.

17. Town vehicles or equipment are not available for transporting or moving materials for non-municipal functions.

18. If the Town of Milford buildings are closed for any reason, all activities for that day shall be cancelled.
19. Facilities will not be available for use during holidays celebrated by the Town of Milford.
20. All rental applications must be submitted at least three (3) weeks prior to the desired rental date start.
21. The requirement of paid detail Police Officer(s)/Firefighter(s) will be reviewed by the Milford Town Administrator and Milford Police/Fire Chief and will be determined on a case-by-case basis. If it is determined that paid detail Police Officer(s)/Firefighter(s) are necessary, these costs will be paid by the applicant.
22. Any questions concerning building rental, fees and/or regulations should be directed to the Milford Youth Center Director and/or Assistant Director.
 - Part-time rental staff are only responsible for the oversight of the rental and are not authorized to make any adjustments to the rental agreement.
23. If a Sunday entertainment license is required, complete the application with the office of the Milford Select Board and return it immediately.

Payment of fees: All rental fees are payable upon approval of permit.

MAKE CHECK PAYABLE TO: "TOWN OF MILFORD – MILFORD YOUTH CENTER"