

**OFFICIAL  
TOWNSHIP OF RICHLAND  
RESOLUTION NO. 16 OF 2008**

**RICHLAND TOWNSHIP MUNICIPAL BUILDING**

**Governing Rentals and Use**

**Notice: It is the responsibility of the renter to read and comply with all enclosed information regarding the rental policies and procedures governing the Richland Township Municipal Building. It is the sole responsibility of the Renter to inform the Renter's guests, invitees, and/or members regarding these policies and to ensure compliance with the rental policies and procedures contained herein.**

**Section 1. Reservation Policy.**

- A. The rooms and facilities within the Richland Municipal Building are not available for rentals intended to be used for private parties.
- B. The rooms and facilities within the Richland Municipal Building are not available for rentals to non-residents
- C. It is the policy of Richland Township to limit the rental of specific areas within the municipal building to Township residents, businesses, and Township 501(c)(3) non-profit organizations. The room is also available for rental by Township political parties and Township groups to discuss public affairs which pertain to Richland Township.
- D. Richland Township programs/activities and other government uses shall have first priority over all rentals.
- E. A Township employee must be on-site during all rentals. All rentals are subject to the Township's ability to secure employees willing to work as the Township "On-Site" representatives during the time of the event. The Township's inability to secure an "On-Site" representatives shall constitute just cause for denying an application or cancelling an approved application.

**Section 2. Reservation Procedure**

- A.. Reservations will be accepted in person on a first-come first-serve basis within 60 days in advance of the date of reservation. Government use, other than Richland Township, may be reserved up to six months before the desired date. Richland Township will not accept applications for reservations or reserve "a spot" by telephone, email or mail-in registration.
- B. Renters must apply in person and be at least 21 years of age.

- C. Reservations will not be accepted without completed, documents as fully described in Section 2 of this policy. Applicants must allow the Township to make copies of their driver's license or voter identification card to confirm their municipality of residence.
- D. Renters must agree to be on the premises during the entire duration of the time rented.
- E. Approval is limited to the areas identified in the application.
- F. The room rented is only available for the actual time rented. Early admissions may not be allowed.

**Section 3. Required Documents for Rental**

- A. Proof of Township residency (driver's license or voter's registration card).
- B. A completed facility use application; and payment of the rental fee. Final approval is subject to the confirmation of all personal funds by financial institution.
- C. Payment of the required security deposit(s). A check for which must be post-dated to the reservation date.
- D. Completed indemnification statement and certificate of liability insurance (if required).
- E. All other deposits.

Approval of the application and issuance of a use permit confirming the rental date will not be issued with submission of all the above stated documents.

**Section 4. Hours and Availability for Rentals**

- A. The Richland Township Municipal Building Public Use areas are available during the following hours:

Weekday (Monday - Friday ) - 8:30 a.m. - 4:30 p.m.

Evenings (Monday - Thursday) - 4:30 p.m. - 10:00 p.m.

B. The facilities will be closed to observe the following holidays:\*

New Year's Day	Martin Luther King Day	Good Friday
Memorial Day	Independence Day	Labor Day
Veteran's Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day		

C. Although the municipal building will be open on Primary and General Election days, the public use areas will not be available for rentals.

\*The Township may observe holidays on days other than traditional dates.

### Section 5. Rules and Regulations

Municipal Police Officers shall strictly enforce the Pennsylvania Motor Vehicle Code, the Pennsylvania Crime Code and any all other legislative or municipal enactments concerning and relating to the use and enjoyment of the Richland Township Municipal Building.

- A. Use of the Richland Township municipal building Richland Township Municipal Building and associated facilities for the approved function shall be restricted to the areas identified on the approved Facility Use Application.
- B. The nature of the function and any related activity are limited to the events described in the Facility Use Application. Any event beyond that selection will be subject to additional fees or eviction from the facility.
- C. The Renter and his/her guests, invitees and members stand as **licensees** in respect to Richland Township.
- D. The Renter and his/her guests, invitees and members must adhere to the posted room capacity/maximum occupancy limits, or if not posted, the total number expected as defined on the Facility Use Application for all facilities associated with the Richland Township Municipal Building.
- E. Persons must be at least 21 years old to rent the facility.
- F. There shall be no public meeting or assemblages in the aforementioned facilities available for rental without a permit unless approved otherwise by the Richland Township Board of Supervisors.
- G. Open fires are prohibited in all facilities.

- H. The Renter may be required to coordinate and/or pay for traffic control and security with Richland Township officials in the event that the total expected guests exceed 70 persons.
- I. The serving and consumption of food and beverages is prohibited in all rental areas, except the Activity Room. Consumption of food and beverage by guests in any other area will result in the forfeit of the security deposits for these areas.
- J. Alcohol is prohibited unless waived by the Board of Supervisors.
- K. Smoking inside or on the grounds is prohibited.
- L. Use of illegal drugs is prohibited inside or on the grounds of Richland Township Municipal Building.
- M. The Renter must ensure that the event is conducted in an orderly manner in full compliance with the polices contained herein and with any rules, regulations, and/or policies of the Township and of the Commonwealth of Pennsylvania. Renter is soley responsible for its guests, invitees, and members, and their compliance with the policies contained herein and with any and all rules, regulations and policies of the Township and Commonwealth. The Township reserves the right to expel any renter from the Township Municipal Building in the event that these policies and/or rules, regulations and policies of the Township and of the Commonwealth are violated in conjunction with the event described in the event agreement. In the event that the Renter, and/or the Renter's guests, invitees, and/or members are expelled from the Township Building, the Renter shall forfeit any and all rental fees, damage deposits, kitchen use deposits, and other deposits. The Renter may also be subject to fines and liabilities for any violations.

**Section 6: Decoration and Signage**

- A. Fog machines, bubbles machines, confetti and the throwing of rice, artificial petals and glitter is prohibited.
- B. Use of candles is prohibited.
- C. Use of paint, thumbtacks, staples and tape on walls, ceilings, tables and chairs are prohibited.
- D. Additional amplification equipment is not permitted without Township consent.
- E. No additional signage is permitted without Township consent.
- F. The Renter is responsible for the entire cleanup of the portion of the facility

rented. The cleanup shall be completed no later than one half hour after the event. Failure to adhere to this policy concerning the cleanup of the facility may result in additional fees, fines and liability by the renter.

**Section 7: Supervision**

- A. The Renter is responsible for the supervision and conduct of all individuals that are provided access to the areas specified in the Facility Use Application. Richland Township reserves the right to expel any Renter or guest if deemed necessary (with forfeiture of any rental fees and damage deposit). The Renter may also be subject to fines and liability for the actions resulting in the expulsion.
- B. The Renter is responsible for the supervision of all children in attendance at the function, at all times.
- C. Richland Township reserves the right to require police supervision at the expense of the applicant.
- D. At no time shall an individual younger than 12 years of age be permitted in the Richland Township Municipal Building without a parent or custodian, eighteen (18) years of age or older accompanying such individual.
- E. Youth organizations must maintain a ratio of one (1) adult (21 years of age or older) per six (6) children under 12 at all times.

**Section 8: Alcohol**

Alcohol is prohibited unless waived by the Board of Supervisors in which case the following rules shall apply.

- A. The renter is solely responsible and legally liable for serving alcohol to his/her invitees and guests in connection with the function and is subject to all provisions defined in this "Policies Governing the Use of the Richland Township Municipal Building".
- B. A Municipal Alcohol Permit must be on file with Richland Township, with a copy included with the Facility Use Application given to the Richland Township Director of Parks & Recreation.
- C. All applicable fees must be paid in full.
- D. Dispensing of alcoholic beverages is limited to five (5) hours and is strictly forbidden during the last hour.

- E. All alcohol beverages must be consumed within the confines of the rented area as defined on the Facility Use Application. Alcoholic beverages consumed in any other areas of the Richland Township Municipal Building or associated grounds and facilities, will subject the Renter and individual violator to fines and penalties as prescribed in the Richland Township Code or in applicable Pennsylvania State Statutes. **Violators will be prosecuted to the full extent of the law.**
- F. Renters may not charge fees for service provisions of alcohol without written consent from an authorized Richland Township official.
- G. All alcoholic beverages must be distributed in non-breakable containers, absent written consent from an authorized Richland Township Official.
- H. The Township reserves the right to require the applicant to have at least one (1) security guard for up to 100 people in attendance and two (2) for more than 100 people in attendance on duty throughout the event. The security guards will be provided by the Northern Regional Police Department. For rates contact Richland Township at 724-625-3157.

**Section 9: Parking and Deliveries**

- A. No extended parking in any entrance ways or defined non-parking areas around the Richland Township Municipal Building is permitted.
- B. Delivery to the municipal building will be permitted for drop-off and pick-up reasons only; unless written permission is granted by a designated representative of Richland Township.

**Section 10: Animals**

Animals are NOT permitted in the Richland Township Municipal Building unless used to aid the disabled, or unless written permission is granted by a designated representative of Richland Township.

**Section 11: Collection of Fees**

The Renter is strictly prohibited from collecting admission, concession, or any other fees in the facilities or grounds of the Richland Township Municipal Building unless written permission is granted by a designated representative of Richland Township.

## **Section 12: Indemnification Form**

Please make reference to the Indemnification Form included with this packet. The form must be signed and returned at the time of application with the other required documents.

**No application will be approved without prior receipt by Richland Township of an executed Indemnification Form.**

## **Section 13: Certificate of Liability**

All Renters may be required to obtain either single-event liability insurance or provide a Certificate of Liability Insurance with a minimum of \$1,000,000 coverage and must name Richland Township and the Richland Township Board of Supervisors as additional insured for thirty (30) days prior notice of cancellation. Failure to provide proof of single-event liability insurance or a Certificate of Insurance may result in the cancellation of Renter's event and forfeiture of any rental deposit, rental fee, damage deposit, or other deposit previously paid to Richland Township.

## **Section 14: Photography**

Richland Township reserves the right to photograph events for promotional purposes.

## **Section 15: Food**

- A The serving and consumption of food and beverages is prohibited in all rental areas, except the Activity Room. Consumption of food and beverage by guests in any other area will result in the forfeit of the security deposits for these areas.
- B. Service/Caterer

In connection with all events involving food service, the Renter must provide documentation that the Food Service/Caterer provider is a legal business possessing an Allegheny County Health Department permit and an Allegheny County "Safe Food Handling" Certification. No other caterers are permitted. A kitchen deposit is required in addition to the rental fee. When choosing to use the kitchen, the Renter must pay a separate deposit and is responsible for cleaning and sanitizing the kitchen. If the Renter does not provide the necessary documentation regarding the qualifications of the caterer and make payment of the kitchen deposit, then the Renter and all associated guests will be evicted from the facility and forfeit all fees associated with the rental. If the caterer does not stay until the end of the event it is the responsibility of the Renter to clear liquids from tables and dispose of coverings.

**Section 16: Reservation**

Richland Township reserves the right to amend these policies and fees governing the rental of the Richland Township Municipal Building and all associated facilities at any time. The Renter shall be bound by the policies and fees in effect at the time of the Event.

**Section 17: Explanation of Fees and Room Capacities**

**A. RENTAL FEES FOR AVAILABILITY FACILITIES**

<u>Room</u>	<u>Capacity</u>	<u>Equipment</u>
Public Meeting Room	60	2 TVs, projector screen, internet & computer access, audio system, optional chair and table set-up, kitchenette available
Activity Room	40	2 TVs, audio system, optional table and chair set-up, kitchenette available.
Gallery	10	
Lobby Conference Room	10	Conference table, 1 TV, computer & internet access

**Richland Township - Non-Profit Resident**

<b>Rates:</b>	<b>Meeting Room</b>	<b>Activity Room</b>	<b>Gallery</b>	<b>Lobby Conference</b>
Weekdays (Mon-Fri) - 8:30 a.m.- 4:30 p.m.	\$20/phr	\$35/phr	\$10/phr	\$15/phr
Evenings (Mon-Thurs) - 4:30 p.m.-10:00 p.m.	\$35/phr	\$50/phr	\$20/phr	\$25/phr

**Richland Township Businesses**

<b>Rates:</b>	<b>Meeting Room</b>	<b>Activity Room</b>	<b>Gallery</b>	<b>Lobby Conference</b>
Weekdays (Mon-Fri)- 8:30 a.m. - 4:30 p.m.	\$40/phr	\$70/phr	\$20/phr	\$30/phr
Evenings (Mon-Thurs)- 4:30 p.m. - 10:00 p.m.	\$70/phr	\$100/phr	\$40/phr	\$50/phr

Over Time Rate: 150% of the hourly Room Rate Charges are per hour. Any amount of time that hour is charged the full hourly rate.

There are NO employee discounts or free-use associated with the building or the grounds of the Richland Township Municipal Building.

**B. Damage Deposit - \$200 for all rooms.**

**Failure to comply with these rules will result in forfeiture of damage deposit.**

The separate damage deposit of \$200 for all rooms is due with the facility use application. This deposit must be separate from the check from the rental fee payment. The Renter assumes all financial responsibility for any damage or loss to the facility which includes damages above and beyond the costs of the Damage Deposit. All rental parties are expected to leave the building and grounds free of debris. Upon satisfactory inspection of the facility, the deposit amount will be returned by mail. Damage deposits will not be returned on the date of the rental. Any cleaning or breakdown needed of Richland Township employees or subcontractors will result in a reduced refund of the damage deposit.

**C. Kitchen Use Deposit - \$100**

If you are having food, there is a \$100.00 kitchen use deposit. Upon a satisfactory inspection that the Renter has left the kitchen clean and sanitized according to the defined procedures, the total amount will be refunded by mail. Kitchen use deposits will not be returned on the date of the rental. Any cleaning or sanitizing needed to be completed by Richland Township employees or subcontractors will result in a reduced return of the kitchen use deposit.

**Set-Up Fee - \$100 (ONLY SET-UP OF TABLE AND CHAIRS)**

**D.**

The Renter is charged this fee if she/he requires the employees of Richland Township to set up tables and chairs for the function. Tables and chairs will be set up based on the diagram the Renter is required to submit with the Facility Use Application. This fee is not applied if the Renter performs the set-up.

**E. Breakdown & Clean Up Fee - \$300**

The Renter is charged this fee if she/he requires the employees or subcontractors of Richland Township to break down the table and chairs and to clean-up after the function. The Renter is required to submit this fee with the Facility Use Application. The fee is not applicable if the Renter performs the breakdown and clean-up.

**F. Alcohol - \$100**

If the Board of Supervisors waives the alcohol prohibition, and the Renter intends on providing alcoholic beverages at the event, a completed Municipal Alcohol Permit must be submitted to Richland Township at the time of application and must be accompanied with an additional \$100 alcohol provision deposit.

**G. Security**

If the Renter intends to have more than 70 people attending the function, then Richland Township may require that police officers from the Northern Regional Police Department

be hired by the Renter as security guards. The security guards will be provided and paid for through the Northern Regional Police Department and must stay throughout the event. To obtain security call, 724-625-3157.

### **Section 18. Other**

Any and all damage will be the responsibility of the approved applicant.

To obtain TV remotes and/or other audio visual equipment the Renter must signed a receipt form and return the items at the end of the event to a designated Township staff person.

- No skateboarding or roller blading is permitted inside or on the sidewalks of the Richland Township Municipal Building.
- A ratio of one (1) adult to six (6) children under 12 must be maintained
- Profanity, fighting, general misconduct will not be tolerated, and may result in the eviction of the Renter or guest engaging in these behaviors if deemed necessary (with the forfeiture of any Rental fees and damage deposit). The Renter may also be subjected to fines and liabilities for the actions resulting in the expulsion of those engaging in those activities.

### **Section 19. Cancellation Policy**

In the event of a cancellation one-half (1/2) of the rental deposit will be refunded if written notice of cancellation is received no less than sixty (60) days before the event date. No refund will be made for cancellations less than sixty (60) days before the event. If the Township is able to rent the facility for the same time of the cancelled event, then the entire rental deposit, less administrative costs, shall be refunded to the renter.. All security deposits will be refunded in whole in the event of a cancellation prior to the day of the function.

### **Section 20. NSF Check Return Policy**

Individuals who submit an NSF check will be contacted and required to make immediate payment in cash. In addition a \$25.00 service charge will be due and collected at time of payment. Failure to comply within ten (10) days will result in loss of deposit and/or reservation date.

### **Section 21. Amendment and Deviation from Policy**

Richland Township reserves the right to amend this policy, and any policies concerning the rental and use of the Richland Township Municipal Building, at any time, and Renters shall be bound by the policies in effect at the time of the event. The Board of Supervisors may also suspend or waive any part of this policy if the Board deems such action to be in the best interest of the municipality and the residents or if it is necessary because of budget needs or other circumstances.

# Richland Township Municipal Building Facility Use Application

This application must be completed and return to the Richland Township Parks & Recreation Department a minimum of 90 days prior to the rental date. The applicant must read the policies governing the rental of the Richland Township Municipal Building attached to this application and provide all associated documentation, signed and acknowledged, that is requested. Non-governmental users must submit a \$ \_\_\_\_\_ damage deposit for the rental of all rooms with this application. Please make checks payable to "Richland Township". All deposits will be returned except as explained in the policy. For additional information, please contact the office at (724) 443-5921. **NO RESERVATIONS WILL BE TAKEN OVER THE PHONE & WITHOUT DEPOSIT: NSF Checks will be subject to a \$25 service charge.**

**Applicant Information - Applicant must be in attendance**

Applicant's Name: \_\_\_\_\_

Certificate of Liability of Insurance, naming Richland Township and Board of Supervisors as additional insured (if applicable):

\_\_\_\_\_ Yes \_\_\_\_\_ No \*A copy of Insurance Certificate must be attached to this application.

**Event Information**

Type of Event: \_\_\_\_\_ Room(s) Requested: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Time of Event (Include Set-Up & Clean Up) From: \_\_\_\_\_ To: \_\_\_\_\_

Total Number Expected: \_\_\_\_\_ \*Caterer Name & Phone No.: \_\_\_\_\_

\*MUST USE CATERER FROM TOWNSHIP'S EXCLUSIVE LIST

If not using a caterer, you will need use of \*kitchen facilities: \_\_\_ Yes \_\_\_ No \*Cannot use oven or stove to prepare food.

Will you be serving alcohol: \_\_\_ Yes \_\_\_ No

Request(s): # \_\_\_\_\_ [Rectangular Tables (Seats 6-8) Only \_\_\_\_\_ Available] # \_\_\_\_\_ [Chairs Only \_\_\_\_\_ available]

A diagram for set-up must be included with your application

<b>OFFICE USE ONLY</b>	
Date Application Received: _____	Date Response was Sent: _____ Application is <input type="checkbox"/> Approved <input type="checkbox"/> Denied

Summary of Fees: _____ Room Rental _____ Set-Up _____ Alcohol _____ Overtime Surcharge _____
_____ Clean-Up TOTAL DUE (Not including Damage Deposit): _____

Deposit paid: _____ Date _____ Check # _____ Amount _____ Balance Paid in Full: _____ Date _____ Check # _____ Amount _____
Damage Deposit paid: _____ Date _____ Check # _____ Amount _____ Kitchen Deposit Paid: _____ Date _____ Check # _____
Signature of Parks & Recreation Director: _____

**Richland Township Municipal Building and Facilities**

**Indemnification Statement**

The Renter agrees that the Renter and his/her guests in connection with their event of \_\_\_\_\_ are subject to the Policies Government Rentals and Use of the

(Date of the event)

Richland Township Municipal Building and Facilities as well as any and all National, State and Local laws and statutes. The Renter through this signature directly below this statement, acknowledges that he/she has thoroughly read and understands the Policies Governing Rentals and Use of the Richland Township Municipal Building and Facilities. Any questions regarding these Policies were asked by the Renter and answered by a designated representative of Richland Township so that all policies are understood by:

\_\_\_\_\_  
Print your name.

**INDEMNIFICATION STATEMENT**

Renter, whether an individual or group organization, in consideration of the promises contained in this agreement, and intending to be legally bound, agrees to indemnify and hold harmless Richland Township and its respective officers, directors, employees, agents and assigns (collectively "Township") from any and all liabilities, losses, costs, damages, expenses (including attorney's fees and other costs of litigation), claims, demands and judgement, in law or equity (collectively "indemnified claims"), which arise, from or relate in any way to the Renter's and or Renting Group or Organization named below, use of the Richland Township Municipal Building and associated facilities for the event and at the date described below, including, without limitation, any indemnified claims which arise from any negligence on part of Richland Township and Richland Township employees. This agreement applies to any indemnified claims, which may be brought by Third Parties as well as by the Renter and/or any of his/her guests, invitees, visitors or members (or any of their respective heirs, administrators, executors, agents or assignees).

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

Event Date: \_\_\_\_\_ Facility \_\_\_\_\_

Date Sent: \_\_\_\_\_

As agent for and behalf of :

\_\_\_\_\_  
(Renting Group or Organization)

**Richland Township Municipal Building**  
**Municipal Alcohol Permit**  
**(For Possession and Consumption of Alcoholic Beverages)**

Whenever any individual, group, association or organization desires to use the Richland Township Municipal Building or facilities on the grounds of the Center for a banquet, party, theatrical or entertainment performance, where there will be the consumption of alcohol, the individual or representative of the said group, association or organization must complete all information below and pay the appropriate fee a minimum of thirty (30) days before their rental date.

Reference Name: \_\_\_\_\_ Event Date: \_\_\_\_\_ Time: \_\_\_\_\_

\_\_\_\_\_  
(Last name of person/organizaition requesting the facility)

Name: (Print) \_\_\_\_\_ Phone (Day): \_\_\_\_\_

Address: \_\_\_\_\_ Evening: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

Approximate number attending the event: \_\_\_\_\_

Specific area(s) this permit covers:

\_\_\_\_\_  
(Areas listed on the Facility use Application)

The undersigned hereby makes application for the possession and consumption of alcoholic beverages in the specific areas of the RICHLAND Township Municipal Building so indicated above, and agrees to abide by the rules and regulations in effect; to leave the facility, in good, proper condition, and to report to the Municipal Building staff, any damage done during the use of the facility.

I, as the applicant, understand the Richland Township reserves the right to require the applicant to have at least one (1) Richland Township supplied "security guard" on duty throughout the event for up to 100 people are in attendance at the applicants cost as defined in the Policies Governing Rental and Use of the Richland Township Municipal Building. The applicant shall be solely responsible for the enforcement of all alcohol drinking laws, rules, and regulations as set forth by the Pennsylvania Liquor Control Board and the Policies Governing Rental and Use of the Richland Township Municipal Building during the use of this facility.

I further understand that any expenses to Richland Township related to any damages, facility cleaning or other additional employee wages will result in additional fees as might be required to cover said expenses. And, if so identified, additional fees are not paid to the Township in a timely manner, the applicant shall be subject to further fines and/or penalties.

The applicant further agrees to hold Richland Township free and harmless from any liability of any natural resulting from the consumption of any alcoholic beverages by any/and all persons attending the permitted event.

\_\_\_\_\_  
Signature of Applicant

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(\$50) \_\_\_\_\_  
Amount Paid

Date: \_\_\_\_\_

**RESOLVED AND ADOPTED**, by the Board of Supervisors of the Township of Richland at a duly organized meeting of the same this 15<sup>TH</sup> day of October, 2008.

**ATTEST:**

**TOWNSHIP OF RICHLAND  
BOARD OF SUPERVISORS**



Dean E. Bastianini  
Township Secretary



Herbert C. Dankmyer  
Chairman