

BUILDING USE POLICY

1. **PURPOSE:** The purpose of this policy is:

1.1 To establish guidelines and procedures for the use of Pittsfield Charter Township facilities by agencies, local units of government, schools, and residents. It is the intent of the Pittsfield Charter Township Board of Trustees to allow non-profit groups, local units of government, and township residents use of available public meeting areas in township buildings and grounds whenever feasible, provided the use presents no maintenance problems; is consistent with policies and procedures, and presents no additional liability to the township.

1.2 This Policy governs the use of any public meeting areas of facilities or land owned, leased, or otherwise occupied exclusively or managed by Pittsfield Charter Township by groups wishing to use such facilities or land. Public meeting areas are those areas accessible without having to enter office or work spaces.

2. **AUTHORITY:** The Pittsfield Charter Township Board of Trustees.

3. **APPLICATION:** This policy applies to all Township elected officials, appointed officials, department heads, employees, contractors and the general public.

4. **RESPONSIBILITY:** The Township Supervisor and/or designee shall be responsible for implementation of this policy.

5. **DEFINITIONS:** None

6. **POLICY:**

6.1 **Exemptions:** This policy shall not be applicable to:

6.1.1 Township agencies or departments, or committees formed by the Township or by any of its officers, agents, or employees for the purpose of carrying out the Township's work;

6.1.2 Groups which are sponsored by the Township, meaning groups which are supported, financially or otherwise, by the Township at the direction of the Board of Trustees;

6.1.3 Groups or individuals invited by the Township to meet on Township property for purposes associated with the governance of Pittsfield Charter Township; government entities using Township facilities for public hearings, meetings with constituents, and for the execution of government programs.

6.1.4 Groups which have written agreements with the Board of Trustees which address use of specific facilities or lands.

6.1.5 Pavilions and land at the township parks, which are governed by a separate policy.

6.2 Permissions:

6.2.1 The Supervisor or designee shall have the authority to grant or deny exceptions to this policy which are in accordance with state law and local ordinances, and to grant or deny permission to use township facilities or land when this policy does not address the requested use.

6.2.2 Permission to use Township buildings, facilities and public areas for purposes not related to the conduct of the government of the Township shall be granted by the Township only in accordance with this Policy. The Township may require the approval of the Building Director or other entity prior to approving or denying a request.

6.2.3 Application should be made to the Township Clerk's office for use of the Pittsfield Charter Township Administration Building or to the Parks and Recreation Director for use of the Parks and Recreation Building.

The Township Supervisor shall develop and provide to applicants forms for this purpose, and these forms shall be made available at either the Township Clerk's office or the Parks and Recreation office, for respective uses. The application shall state, at a minimum, the name and address of the applicant, and of its officers; the date, time, and site(s) requested for the use; the expected length of the use; the set up and any township equipment required, the nature and purpose of the use; and the number of people expected to attend the proposed activity. In addition, the applicant shall agree to accept responsibility for damages and clean up costs, if necessary. The Township Supervisor may require additional information which s/he deems necessary. Unless otherwise authorized by the building supervisor, applications must be made at least two (2) weeks but not more than sixty (60) days prior to the proposed use. Applications not expressly accepted or rejected within two (2) weeks of the application, or within 48 hours of the time of the scheduled use, whichever is later, shall be deemed rejected.

6.3 Scope of Permissible Use:

6.3.1 Number of Uses: No group covered by this Policy will be granted Permission to use Township facilities more frequently than once per month and twelve (12) times in any calendar year unless specific terms and conditions are approved by the Supervisor.

6.3.2 Non-Commercial Purposes: Township facilities and/or lands may not be used for any commercial purposes, fund raisers, or promotional purposes, unless expressly authorized by

the Supervisor or designee. No admission fees or public sales are allowed unless expressly authorized by the Supervisor.

6.4 Limitation On Use:

6.4.1 Permission to use a Township facility or land is limited to the approved room(s) or space described in the Facilities Use Agreement, which all users shall be required to execute. No permission is granted to any group or individual to enter any other room, except rest rooms, stairwells, and entry ways which must be traversed to gain access to the meeting room. No activity may infringe on the ability of staff or other organizations to access the facility. All groups using the facilities must limit participation to the posted maximum "allowable" persons in room per fire regulations.

6.4.2 Signs and Emblems: Signs on Township property advertising the time and place of the authorized meeting, and the name of the group will be limited in size to no greater than 4'X4'. Signs may be put in place no sooner than one (1) hour prior to the scheduled start of the meeting, and must be removed at the conclusion of the meeting. No other signs, emblems, or symbols may be erected on Township property by any group or individual. A copy or facsimile of any sign or emblem to be used shall accompany the application form.

6.5 Revocation Of Use:

6.5.1 Permission granted for use of any such facility or land by any group or individual covered by this policy may be revoked up to 24 hours prior to the scheduled start of the requested use in order to allow use of the facility or building by the Township or any excepted user.

6.5.2 Priority of Township Use: For all such applications, priority for the use of any portion of any Township facility or land will be given to the Township, and to users who meet the definitions set out in the paragraph entitled "EXEMPTIONS", above. No use of any Township facility or land will be permitted which inhibits the regular, uninterrupted use of any Township facility or land by the Township or other excepted user.

6.5.3 The use of Township buildings and facilities shall be denied to any group which has, at any time prior to any requested use, been responsible for, or caused, any damage to Township property through or because of acts of vandalism, violence, or rowdiness, or has failed to clean up facilities, by any members of such group, or invitees to the proposed meeting. Subsequent approval may require a higher insurance level or additional security and custodial charges. However, no individual or group shall be denied access under this section to the use

of Township buildings or facilities because of damages not caused directly by the group or individual, group members, or invited guests.

6.5.4 Any permission granted under this policy to use township facilities or land may be withdrawn by the Supervisor or her designee in the event the Township building is closed because of inclement weather or other emergency.

6.6 **Liability:** Any group using any Township facility or land pursuant to this Policy shall be required to execute a release of liability for negligence for any damages caused to the user, or its property, during the time of the use, an agreement to guarantee and hold harmless the Township from any liability to third parties for injury caused by the group or any persons or groups invited to attend the meeting or session on Township property. The group shall be liable to the Township for any and all damage to Township property or injuries to Township employees, officers, or agents caused by the group, or by any of the group's officers, agents or employees, or by any person attending or seeking to attend the group's meeting, whether or not such damage is the result of negligence, intentional acts, or accident. The Township may, if deemed advisable by the Township Supervisor or her designee, require groups of 30 or more persons to provide evidence of liability insurance available to finance the obligations assumed in this Policy, and providing coverage in an amount to be determined by the Township Supervisor, made payable to Pittsfield Charter Township.

6.7 **Set Up:** The authorized user is responsible for setting up the meeting place, providing extra chairs in meeting rooms, and supplying such items as easels, bulletin boards, and other equipment. Equipment such as bulletin boards and chalkboards owned by the Township and located in the approved meeting room may be used by the group. The user shall be responsible for returning the furniture and fixtures in the meeting room to its original configuration and condition after the conclusion of the meeting or other use. Use of any electrical equipment by user shall be subject to Township approval.

6.8 **Clean Up:** The authorized user shall be responsible for all clean up following the conclusion of the meeting. All trash must be removed from the premises at the user's expense, except that up to two bags of non-toxic trash may be placed in any Township trash disposal bin located on the property being used. Custodial service may be required based upon the number of persons attending the meeting and the length and purpose of the meeting. Costs for this service will be borne by the user. The actual cost of any clean up required as a result of the user's failure to do so shall be charged to the user, and the user shall accept this responsibility upon application.

6.9 Alcoholic Beverages, Smoking, and Weapons: There shall be no alcoholic beverages served upon, consumed upon, or brought onto Township property without the expressed written consent of the Pittsfield Charter Township Board of Trustees. Smoking is prohibited in all Township buildings at all times. Weapons and reproductions of weapons may only be possessed in accordance with state law and local ordinance.

6.10 Permits: The authorized user shall be responsible for securing any permits or approvals, such as parking permits, required in connection with the meeting or other use.

6.11 Security: The user shall provide any security which is required by ordinance or which the user desires in addition to any security provided by the township for its own purposes.

6.12 Equal Access: This policy shall apply to all groups and individuals applying to use Township buildings or facilities. No group or individual shall be excluded from equal access to Township buildings and facilities because of considerations of race, sex, religious or political persuasion, or because of the political, religious, or social aims expressed by individual or group, or by any group's members.

6.13 Implementation Authority: The Township Supervisor is authorized to implement this policy, prepare forms, and adopt supplemental procedures as necessary to carry out the intent of this policy and address issues as they arise.

6.14 Fees for Use: Organizations using the building may be required to pay for on site supervision in advance. The Supervisor may require a deposit for the use of facilities and to cover the anticipated cost of supervision.

6.15 Building Keys: A designated group representative must sign out a key to the facility during business hours no more than two business days before the scheduled event. Keys shall be provided to authorized users by the Township Clerk's office or the Parks and Recreation office, based on respective uses. At the time of receiving the key, the authorized representative must present identification and acknowledge receipt of the key. The key must be returned the next business day or as directed by the building supervisor. The failure to return a key as required by this policy may result in a \$15.00 late return fee and the responsible person and group being assessed the cost of changing locks.