

Policies for Leasing Space



These guidelines establish the policy and procedures for the use of the Niceville Senior Center and its related grounds. The City of Niceville grants permission to use the Center to members of the public who fulfill the requirements specified in these guidelines. Any group or individual, regardless of the affiliations of its members, may use the Center as long as the group or individual complies with the policy as stated. The City of Niceville does not discriminate in making the Center available for use based on sex, race, creed, religion, color, culture or ethnicity, national origin, age, sexual orientation, individual lifestyle, political affiliation, or physical limitation. These guidelines are subject to change at any time.

1.1. RESERVATION PROCESS AND ASSOCIATED RULES

The NSC is maintained primarily for use by the City of Niceville to accomplish Senior Center and City-related government functions. If the NSC is not scheduled for use by the NSC or the City of Niceville, members of the public may apply to use the Center.

NSC may be reserved by members of the public for the following purposes:

- Events and functions hosted by other governmental organizations
- Social functions including but not limited to weddings, reunions, banquets, receptions, recitals, and parties
- Events hosted by non-profit organizations
- Educational seminars and workshops hosted by non-profit or commercial organization; however, the primary purpose may not be for monetary gain with the exception of fundraisers for non-profit organizations.

NSC may not be reserved as an ongoing re-occurring reservation.

Reservations will be given consideration on a first-come, first-serve basis. Each request is considered on an individual basis according to the overall number of requests pending, staffing implications, and City priorities. The City provides the NSC for members of the public on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting the NSC. To ensure the equitable use of the Center, the City reserves the right to limit the number of hours the Center may be used by an individual or group.

The facilities constructed with taxpayer's money are intended for recreational use only. While recreation is a broad term, it can never include the use of these facilities to produce income for an individual or profit-making organization. Accordingly: No person shall solicit, sell, or offer to sell goods or services in this Senior Center. As used in this paragraph, "person" means an individual or a profit or a non-profit organization.

It is important that individual or groups who use the NSC understand and acknowledge that they are guests of the NSC, are able to use the NSC at the discretion of the City, and that their use of the NSC reflects that understanding.

The NSC reserves the right to require security personnel to be on site at our discretion, on a case-by-case basis, depending on the event. The Lessee will pay the necessary costs for security, when required.

Applicants requesting the use of the NSC shall make written application to the NSC manager or director on the NSC Lease Agreement. The Lease Agreement must be submitted at least thirty

(30) days in advance of a scheduled event in order to secure adequate staffing. The form must be signed by the applicant who must be at least 18 years of age.

An applicant may make preliminary inquiries regarding the availability of the NSC by telephone or email with the NSC staff. Space is not confirmed until the applicant has paid the damage deposit, half of the lease fees and received a copy of the Lease Agreement signed by the NSC Director or Manager.

The City reserves the right to preempt any event up to three (3) months in advance for a City-sponsored event. In such instances, the City will assist the individual or group in reserving another date for use of the Center. In the case of public emergency or other City event (natural disaster or any other emergency deemed by the City Manager), reservations may be cancelled by the City Manager or his/her designee.

If applicants desire to cancel a scheduled meeting or event, they shall notify the NSC in writing of the cancellation at least sixty (60) days in advance to receive a full refund of the deposit and fees minus a cancellation fee of 20% of total fees. Cancellation made less than sixty (60) days in advance of event forfeit a refund of the fees but shall receive a returned deposit. Any applicants who fail to notify the City of a cancellation may be denied future reservations.

Use of the NSC by an applicant is non-transferable. The purpose, time, place, and other conditions may not be changed without the advance written consent of the NSC Director or Manager. At least thirty (30) days advance written notice is required for the applicant to request a change in the date or time of the event. If there is no conflict with another scheduled event, the City may adjust with regard to the date and/or time based upon the request.

It is the responsibility of the applicant to serve as the authorized representative of the group and to remain on the Center premises through the period for which it is reserved, ensuring the safety and security of attendees and the NSC, as well as ensuring that attendees observe the regulations set forth in this policy. The City requires adult sponsorship and supervision for any events involving persons younger than 18. The adult sponsor expressly agrees that he/she will attend and supervise the event, and that the adult sponsor will accept responsibility for, and will reimburse the City for, any damage caused by the group or by members of the group to the NSC.

NSC may deny, in writing, the use of the Center to an applicant if in NSC's opinion:

- a. the purpose of the event is not one of the allowed uses listed above.
- b. the purpose of the event or activity is illegal or potentially hazardous;
- c. the event presents health or security risks;
- d. the applicant has not provided satisfactory adult sponsorship and supervision for the meeting/event;
- e. the applicant has failed to comply with these or other City regulations;
- f. the event is likely to bring about excessive "wear and tear" on the Center;
- g. the applicant's prior use of City property resulted in costs, damage or expenses to the City or the applicant failed or refused to pay such expenses; or
- h. the applicant's prior use of City property resulted in a violation of a City, County, State or Federal law.

An applicant may appeal NSC's decision to deny use of the Center to the City Manager within five (5) calendar days of the date of the denial. The appeal must be in writing (email is acceptable), must concern NSC's denial of use of the Center and must state why the applicant believes its use was improperly denied. Once an appeal is received, and assuming the requested time and place is still available, NSC shall hold the requested time and place until a decision by the City Manager is issued. The City Manager will consider all of the facts reasonably and readily available and shall issue a decision in writing to the applicant within three (3) calendar days of receiving the appeal. A

decision may be issued via email. The decision of the City Manager is final and no further administrative appeals are available to the applicant.

The City Manager may deny use of the Senior Center at his discretion. Any event that the City Manager deems contrary to the mission of the Center and the City of Niceville may be denied.

NSC is available for groups and events outside of the operating hours of Monday/Wednesday/Friday, 8:30 a.m. – 4:30 p.m. and Tuesday/Thursday 8:30 a.m. – 7:30 p.m. Events are limited to the hours of 8:00 a.m. – 10:00 p.m. unless otherwise agreed upon in advance.

Some setup during operating hours may be allowed in the afternoon/evening of the day prior to the event with advance approval but is not guaranteed. Setup time is an additional fee.

Sales tax will be applied to all charges except tax exempt groups and all prices are subject to change without notice. *For fee amounts, please refer to the NSC Event Lease Agreement.*

1.2. NSC RULES FOR USE

NSC is equipped with a limited amount of furniture and equipment. The applicant is responsible for set-up and tear down of all folding chairs, banquet chairs and tables. All furniture and equipment must be returned to its original location. Failure to return furniture and equipment to its original location may result in forfeit of damage deposit.

Decorations:

- a. Applicant is responsible for providing their own table coverings, if desired.
- b. All cords must be taped down with 3M #471 tape or equivalent.
- c. No adhesive material, wire, nails, or fasteners of any kind may be used on the buildings or grounds.
- d. Nothing may be used as a decoration, or be used in the process of decorating, that marks or damages the Center.
- e. All decorations and supporting structures shall be temporary.
- f. Any writing or use of ink, paint or sprays applied to any area of the Center is prohibited.
- g. Paper/metallic confetti or thrown rice is prohibited in the Center.
- h. Furniture other than folding chairs, banquet chairs, and folding tables may not be moved under any circumstances.

Food and beverages are permitted. Alcoholic beverages are permitted on NSC grounds. However, the applicant is responsible for obtaining any alcohol permits (if required) prior to the scheduled event, and for obeying all City and state laws and regulations concerning serving and consuming alcohol.

Levels of audible sound generated by any individual or group, indoors or out, whether amplified or not, shall not exceed those limits established by the City of Niceville.

Occupancy limits as posted in or applicable to any public area will dictate, unless otherwise limited for public safety, the number of persons who can assemble in the public areas. Under no circumstance will occupancy limits be exceeded. The maximum number of people allowed in the Center at any given time for an event is 321 people.

The applicant is responsible for the event's publicity. Directional and promotional signs, if used, must meet City's applicable code and are subject to prior approval by NSC staff.

City of Niceville personnel, on official business, shall have access to the building at all times.

The Lessee shall not damage, or allow to be damaged, the said premises or any fixture, or personal property located herein; in the event of any damage thereto, the Lessee shall promptly restore the premises or property to its original state, or repair, or pay the City of Niceville for such

damages. Any missing property, or furnishings such as, but not limited to, equipment, furniture, and sound system, incidental to a rental will be replaced, or paid for by the Lessee to the satisfaction of the City. The person signing the application assumes full responsibility and assures that no damage or loss will occur to the meeting space, furnishings, or equipment.

Any costs due to repairs will be assumed by the Lessee. Due to the fact that movement of the billiard table can cause different levels of damage, the cost to repair or realign the billiard table can range from \$200 - \$1,000 and is solely the responsible of the Lessee.

The Lessee will promptly remove all decorations, displays, and equipment used by the Lessee, prior to end of the reserved time slot, on the day the Senior Center is used. Arrangements must be made in advance with suppliers for all equipment, furniture, or supplies to be picked up on the day of the event. Rental companies will pick up rental items at night for an additional fee, and this will need to be coordinated with the Senior Center staff. A fee will be added for leaving said items in the building after the closing time.

Lease times are between 8:00 a.m. and 10:00 p.m. with cleanup done by the end of the reserved time slot. Garbage should be placed in dumpster, and the building should be secured, before the building is vacated.

No drugs, or other controlled substances are allowed in the Senior Center or on the premises.

Under Federal Law, smoking is prohibited in the building. Additionally, smoking is prohibited on the premises and grounds of the Niceville Senior Center.

No pets or animals are allowed in the Senior Center, with the exception of service animals.

The Lessee must abide by all Federal, State, and local laws, regulations, and ordinances.

No event, meeting, or entertainment may be held for the purpose of advancing any doctrine or theory subversive to the United States of America.

No gambling or games of chance are allowed in this building or on this property. This includes bingo.

Violation of any of the established policies or rules will result in the loss of all present and, possibly, future privileges.

Event Leasing Fees

The Senior Center is available for groups and events outside of the operating hours of 8:30 a.m. – 4:30 p.m. weekdays. Rentals are limited to the hours of 8:00 a.m. – 10:00 p.m. unless otherwise agreed upon in advance. Some setup during operating hours may be allowed in the afternoon/evening of the day prior to the event with advance approval. Setup time is an additional fee. All setup of chairs and tables is the responsibility of the lessee. All fees are subject to change without notice.

Full-Day (10 contiguous hours maximum; includes set-up time)

AREA	NON-CITY	CITY	NSC MEMBER	NON-PROFIT
Front Courtyard	\$1,260.00	\$1,045.80	\$844.20	\$522.90
Back Courtyard	\$1,260.00	\$1,045.80	\$844.20	\$522.90
Back Courtyard Games (Putting, Shuffleboard, Pickleball)	\$630.00	\$522.90	\$422.10	\$261.45
Room 1	\$600.00	\$498.00	\$402.00	\$249.00
Game Room	\$600.00	\$498.00	\$402.00	\$249.00
Room 2	\$810.00	\$672.30	\$542.70	\$336.15
Café & Social Room	\$810.00	\$672.30	\$542.70	\$336.15
Catering Kitchen	\$420.00	\$348.60	\$281.40	\$174.30
Outdoor Grill Island (no Courtyard)	\$480.00	\$398.40	\$321.60	\$199.20

Half-Day (6 contiguous hours maximum; includes set-up time)

AREA	NON-CITY	CITY	NSC MEMBER	NON-PROFIT
Front Courtyard	\$756.00	\$627.48	\$506.52	\$313.74
Back Courtyard	\$756.00	\$627.48	\$506.52	\$313.74
Back Courtyard Games (Putting, Shuffleboard, Pickleball)	\$378.00	\$313.74	\$253.26	\$156.87
Room 1	\$360.00	\$298.80	\$241.20	\$149.40
Game Room	\$360.00	\$298.80	\$241.20	\$149.40
Room 2	\$486.00	\$403.38	\$325.62	\$201.69
Café & Social Room	\$486.00	\$403.38	\$325.62	\$201.69
Catering Kitchen	\$252.00	\$209.16	\$168.84	\$104.58
Outdoor Grill Island (no Courtyard)	\$288.00	\$239.04	\$192.96	\$119.52

Prices do not include taxes (5.5% for all events with the exception of documented non-profit organizations).

Half day is a maximum of 6 hours. Full day is a maximum of 10 hours. This includes set-up time.

No furniture may be moved in the Café or the Social Room.

All area rentals include access to the restroom and tables and chairs (as available).

Set-up and tear down are the responsibility of the leasing party.

Additional cleaning fees may be required if materials such as glitter, confetti, etc. are used for decorations.

ADDITIONAL FEES

Damage Deposit	\$100 (additional \$300 if game room is included)
Early Hours (before 8:00 a.m.)	\$100 (must be arranged prior to the day of the event)
Extra Hours (in excess of 10 hours)	\$100 per hour (must be arranged prior to the day of the event)
Returned Check Fee	\$25

Damage Deposit: This deposit is required for use of the building and is to be paid with a separate check from the other fees when the lease is signed. The deposit will be refunded if the building is left clean, secure and damage free. The City of Niceville reserves the right to adjust the amount of the damage deposit required.