



Teen Center of Wilton

## FACILITY RENTAL GUIDELINES

The facilities of the Teen Center of Wilton, Inc. (the "Teen Center") at Trackside at Dana House ("Trackside") may be rented for meetings, social events and cultural activities, provided such use does not conflict with the Teen Center's own programs and operations at Trackside. All rentals shall be governed by the following Guidelines, as the same may be amended from time to time by the Teen Center's Board of Directors.

1. Rental Process. Rental inquiries may be made via phone, email or in person during regular business hours using a Rental Request Form. The Executive Director and/or Board of Directors have sole discretion to approve or deny a rental request based on these Guidelines. If approved, the individual or organization (the "Renter") will receive a copy of the Trackside Rental Application and Agreement that specifies the terms and pricing of the rental, which must be signed promptly by the responsible party. All applications must be made at least four (4) weeks prior to the date desired.

2. Scheduling. Trackside operates as a Teen Center on the following days and times; therefore, in general, the facilities may not be rented on those days and times for non-teen events or uses unless approved by Trackside's Executive Director and / or Board of Directors:

Tuesday – Thursday	3:00 pm – 7:00 pm
Friday	3:00 pm – 11:00 pm
Saturday	7:00 pm – 11:00 pm

3. Capacity. Trackside can accommodate different size groups as follows:

Barn:	109 seated, 234 standing
Café :	71 seated
Red Room:	Capacity 20
Dana Room:	Capacity 12
Media Room:	Capacity 16

4. Responsible Party. The individual who signs the application on the Renter's behalf (the "Responsible Party") assumes responsibility for the rental of the requested facilities and equipment. All payments, correspondence, insurance certificate and communications regarding the use of the facilities will be directed to or coordinated through this individual. The Responsible Party is required to be in attendance during the activity.

5. Rates and Deposits. The current rental rates are posted on the Tracksideweb site, and may be amended from time to time. A booking deposit ("Booking Deposit") equal to 50% of the rental fee is due at the time of application in the form of a bank or certified check made

payable to "Teen Center of Wilton, Inc." Booking Deposits are non-refundable and non-transferable, unless the application is denied, or the booking is canceled by the Teen Center. A date is not confirmed until the booking deposit is received. The balance of the rental fee and estimated additional charges are due at least 14 days prior to the date booked. If the Renter cancels the booking by giving less than 7 days written notice to the Teen Center, the balance of the rental fee and estimated additional charges shall be non-refundable.

6. Security Deposit. A Security Deposit may be required as determined by the Executive Director and / or Board of Directors of the Teen Center in the form of a separate bank or certified check made payable to "Teen Center of Wilton, Inc." The Security Deposit is due at the time of application to guarantee payment of any additional charges or cleanup of the facility and to cover any damages to the facility. Damage assessment will be made at the sole discretion of the Executive Director. The balance of the Security Deposit, less any deductions for additional or unpaid charges, or cleanup costs or damages, will be returned to the Renter within 30 days after the event or at such time as the cleanup, repairs, etc. have been completed. Any additional charges exceeding the Security Deposit will be billed to the Renter and are due within 30 days of the date of the invoice. A late charge of 5% will be assessed the Renter for delinquent payments and said delinquent payments may jeopardize future use of the facilities at Trackside.

7. Cancellation Policy. If Trackside is closed due to emergencies or inclement weather, all use of the facilities will be canceled, and reasonable attempts will be made to notify the Responsible Party. It is the Renter's responsibility to notify its members and guests that their event has been canceled. In the event that the Renter wishes to cancel, the Responsible Party should notify the Executive Director in writing at the earliest possible date. In such event, the Booking Deposit will be forfeited, and in the event the notice of cancellation is given less than 7 days prior to the date booked, the Renter shall be liable for the balance of the rental fee.

8. Additional Equipment. Certain Trackside equipment is available for Renters if requested on the application. Some equipment may require the Renter to demonstrate proper operational knowledge and may carry an additional rental charge. The Teen Center reserves the right to limit or deny the use of any equipment. The following equipment is available:

Folding tables *	VCR
Stacking chairs*	DVD/CD player
Projection screen	Projector

\*Set up/take down of tables and chairs is the Renter's responsibility.

9. Foodservice. All food and beverage needs should be discussed and arranged with Trackside's Executive Director.

10. Insurance Certificate. Trackside reserves the right to require for any rental an insurance certificate confirming the existence of insurance specifically naming "Teen Center of Wilton,

Inc." and "Town of Wilton" as additional insureds. If required, such certificate shall be for insurance as follows:

- Comprehensive Public Liability Insurance (Bodily Injury and Property Damage) of at least \$1,000,000 per incident which insures such Renter from claims which may arise out of or result from the Renter's use of the facilities.

11. No Endorsement. Permission to use Trackside's facilities does not imply endorsement or sponsorship by Trackside. Any publicity for the Renter's event including but not limited to flyers, posters, newsletters, press releases and invitations noting Trackside's name or address must be approved in writing by the Executive Director prior to publication or distribution in order to ensure that (a) it prominently states the following: "This Program Is Not Sponsored By Trackside," and (b) that the sponsoring organization acknowledges its sponsorship and provides its contact information.

12. Indemnification. In consideration for the rental use of Trackside's facilities, the Renter hereby agrees to indemnify, defend and hold harmless the Town of Wilton and the Teen Center, its directors, officers, employees, or agents from and against any and all liability, claims, actions, damages, liens, judgments, fines, penalties and forfeitures, loss and expense for injury, death, or property loss or damage, arising from or out of, directly or indirectly, the entry onto and use of Trackside's facilities by the Renter including, but not limited to, the Renter's directors, officers, members, employees, agents or invitees.

13. Revocable License. An approved rental application constitutes a revocable license which grants the Renter the revocable privilege to use specified Trackside facilities in accordance with these Guidelines and the Rental Confirmation, and does not give the Renter any possessory interest in the Trackside premises or any Teen Center or Trackside property.

14. Smoking . Smoking is **not** permitted at Trackside with the exception of the Trackside parking lot. It is the Renter's responsibility to publicize this policy to its members, guests and invitees and to supervise its enforcement.

15. Alcohol. The responsible party shall be fully liable for monitoring the consumption of alcoholic beverages only by individuals of legal age, and shall indemnify and hold harmless the Teen Center for their failure to adequately monitor such consumption. Under certain circumstances, a state liquor permit may be required at the renter's expense.

16. Personnel Services. The Executive Director reserves the right to assign appropriate Trackside personnel to the activity. If additional personnel are assigned, the Renter will be charged for these services according to the regular hourly rates (or overtime rates if use is outside of regular Trackside hours) set forth on the attached schedule.

17. Supervisor. The Executive Director may require that a supervisor (the "Supervisor") be

present at Trackside during the booked event. If a Supervisor is assigned, the Renter will be charged for the cost of the Supervisor in accordance with the rates (or overtime rates if use is outside of regular Trackside hours) set forth on the attached schedule. When specifically assigned to the booked event, the Supervisor shall be responsible for supervising the use of the facilities and for making sure that the Renter complies with all rules and regulations governing such use. In addition, the Supervisor will be responsible for ensuring compliance with cleanup requirements. (Reference being made to paragraph 24 below entitled "Clean Up"). Such assignments may require the Supervisor to be present one-half hour prior and one-half hour after the scheduled activity.

18. Custodial. Custodial staff may be assigned, at the Renter's expense, if the event is scheduled for outside of regular Trackside hours or in instances where the activity dictates the need for additional services during regular Trackside hours (e.g. banquets, large gatherings, etc.) as determined at the sole discretion of the Executive Director. The custodian is responsible for reasonable clean-up at the conclusion of the activity.

19. A/V Equipment. Audio/visual equipment will be operated only by authorized Trackside personnel except where the Renter has demonstrated proper operational knowledge as determined at the sole discretion of the Executive Director. The Renter accepts responsibility for reimbursing the Teen Center for any damage to equipment, furnishings or the Trackside facilities. If necessary, an employee of the Trackside may be assigned to operate the equipment at the Renter's expense.

20. Adult Supervision. The Renter is responsible for providing adequate supervision on and around the facility being used throughout the rental use. All activities involving children and young adults must be supervised by responsible adults at the ratio of 1 adult per 20 children.

21. Police Supervision. The Teen Center reserves the right to determine whether police supervision of an event is required. If required, the number of officers assigned will be determined by the Executive Director and the Wilton Police Department. The Renter must contact the Wilton Police Department to make arrangements to have the required police officers assigned. The Renter is responsible for all costs in connection with hiring the police officers. Police should be in attendance 15 minutes prior to the event, and at least one police officer should remain until all persons attending the event, with the exception of the cleanup crew, have left the building.

22. Parking. Free parking is available for 38 vehicles in Trackside's parking lot. Overflow parking is available at the Wilton train station. Parking is not permitted along Station Road or on the Commonfund property.

23. Decorations. All proposed decorations should be discussed with the Executive Director in advance of the rental. All decorations must comply with all governmental laws, rules and

regulations including but not limited to the Connecticut State Building Code. The Teen Center prohibits the use of open flames. (Small candle votives or other candles enclosed by a funnel that extends 3 inches above the flame are permitted.) Decorations, meeting signs and posters must not be nailed, screwed, thumb-tacked or taped to woodwork or any walls at Trackside. Signs and posters may be affixed to designated bulletin boards, or may be free standing. All decorations, meeting signs, posters, materials and equipment not belonging to Trackside shall be removed by the Renter immediately following the scheduled activity.

24. Clean Up. The Renter shall be responsible for cleaning up after the rental (“broom clean”). All trash and litter must be secured in plastic garbage bags and deposited in the refuse bin located in the gated garbage area at the rear of the Trackside building. Recyclable bottles and cans shall be placed in the blue bins. All facilities and equipment must be returned in the same condition and to the same location found, unless otherwise agreed in writing.

25. No Responsibility for Renter's Property. Trackside shall not be responsible for damage or theft of any of the Renter's property or belongings brought onto, or left behind at Trackside.

26. Compliance With Governmental and Trackside Rules, Regulations and Policies. Renters must comply with all governmental laws, rules and regulations including but not limited to safety, fire, zoning laws and regulations. Renter also must comply with all Trackside rules, regulations and policies pertaining to rental of its facilities. Trackside reserves the right to cancel any rental that does not comply with the terms of this paragraph.

27. Publicity: Trackside reserves the right to review and approve all forms of promotion (electronic and printed) used to publicize an event at this facility when the Trackside name and logo are used.