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**BEFORE THE CITY COUNCIL  
OF CITY OF ALBION, IDAHO**

**RESOLUTION NO. 2023-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF ALBION, IDAHO ADOPTING THE ALBION CIVIC  
CENTER FACILITY USE AND RESERVATION POLICY;  
AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has reviewed the existing Albion Civic Center Facility Use and Reservation Policy and has determined to make amendments to update the policy; and

**WHEREAS**, part of the update of the policy is to institute a new fee for rental of the Civic Center to offset costs associated therewith; and

**WHEREAS**, the City published a Notice of Public Hearing regarding institution of a rental fee for the Civic Center, as by law provided; and,

**WHEREAS**, the City Council held a hearing, as by law provided, with respect to establishing a rental fee for the Civic Center; and

**WHEREAS**, after the hearing was held, the City Council determined it to be in the best interests of the City to set the rental fee for the Civic Center at \$200 per night for non-residents of the City, with no fee being charged for City residents.

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF ALBION, IDAHO** hereby adopts the Albion Civic Center Facility Use and Reservation Policy, as amended, and which is attached hereto as Exhibit A, and incorporated herein by reference.

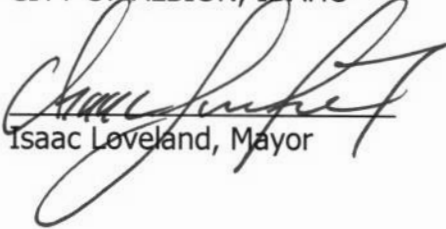
**BE IT FURTHER RESOLVED THAT** the rental fee for the Civic Center, for civic, educational, cultural and other non-commercial uses consistent with the public interest will be no fee charged for "City residents", as such term is defined in the policy, and Two Hundred Dollars (\$200.00) per night for non-residents of the City.

This Resolution No. 2023-03 shall be of full force and effect upon its approval by the City Council and execution by the Mayor and Clerk for the City of Albion.

Passed by the Albion City Council this 4 day of April, 2023.

Approved by the Mayor on the 4 day of April, 2023.

CITY OF ALBION, IDAHO

  
Isaac Loveland, Mayor

ATTEST:

  
Linda Hutchison, City Clerk

**ALBION CIVIC CENTER**  
**Facility Use and Reservation Policy**  
*(As amended April, 2023)*

**I. USE AND RESERVATION POLICY**

**A. Administrative Responsibility**

The City Clerk, or designee, approves, administers, and schedules the use and rental of the Albion Civic Center, 124 South Main Street, Albion, Idaho in accordance with the general policy set forth hereafter.

Proper protection, safety, and care of City property will be primary considerations in allowing use of City facilities. All facility use will comply with state and local fire, health, safety, and police regulations.

**B. City Right to Access**

The City reserves the right to enter the Albion Civic Center, which is public property, at any time.

**C. Right Of Refusal:**

The use of City premises will be denied when, in the opinion of the City, such use may be construed to be solely for commercial purposes, there is probability of damage or injury to City property, or the activity is deemed, by City officers or agents, to be improper to hold in City facilities.

No City facility will be used for any purpose which could result in picketing, rioting, disturbing the peace, or damage to property, or for any purpose prohibited by law.

**C. Facility Availability**

The Albion Civic Center is available to the community for civic, educational, cultural and other non-commercial uses consistent with the public interest, when such use does not interfere with City meetings or City sponsored activities or programs. The use of the Albion Civic Center for City purposes has precedence over all other uses. Persons on City premises must abide by the City's rules of conduct and other City regulations at all times.

Authorization for use of City facilities will not be considered as an endorsement or approval of the activity, person, group or organization nor the purposes they represent, and will not be advertised as any such endorsement.

City facilities will be rented on a "first come, first served" basis. Also, rentals may be allowed Monday through Saturday provided the facility is available. Rentals on Sundays, holidays, City observed holidays, and holiday weekends are not available.

Renter understands and agrees to accept facility in "as is" condition and acknowledges that Renter has relied solely upon Renter's independent inspection and opinion about the facility and its suitability for the contemplated use.

***D. Facility Rental Hours***

1. All of the hours reserved must be on the same day and continuous.
2. No event can extend past 11:00 p.m., prevailing local time.
3. Renter or named designee must be present during all hours of scheduled event.
4. Participants must adhere to hours set on the application.
5. Rental hours will include time for set-up and clean up.
6. All individuals associated with the event must vacate the facility by the indicated ending time.
7. Delivery of supplies and/or equipment will not be accepted prior to the indicated starting time of event.
8. To adjust hours for an event, City Office Staff must be contacted immediately. Staff reserves the right to deny such changes.
9. City of Albion facilities are closed on observed City holidays.

***E. Responsibility of Renters***

1. Renter is responsible for the conduct of all participants, supervision of minors, damages and all fees due.
2. Participants must agree to fully and promptly obey any and all lawful orders given by the Sheriff/Police Department and/or Fire Department.
3. If law enforcement assistance is required, the event will be closed immediately, and the deposit will be forfeited.
4. Any damage caused by Renter or any of its guests or invitees, may affect future rental of the facility to Renter. Renter may be subject to financial charges for damages caused.
5. The Renter must maintain the facility in a safe and clean condition. Trash must be put in a dumpster after the activity. Floors must be swept/vacuumed and spills mopped clean. Facility will be returned to City in a good and clean condition.
6. The Renter will not be allowed to sub-let the facility. The Agreement between City and Renter will not be allowed to be transferred to another party or parties.

***F. Insurance***

City assumes no responsibility for Renter's property, guests or invitees. Renter agrees to indemnify, defend and hold harmless the City, its officers, agents and employees for any and all damage by any person or persons attending the activity at the City facility. And further to indemnify, defend and hold harmless the City, its officers, agents and employees against any and all liability and any and all damages to any person or property. The City, its officers, agents and employees will be defended and held harmless from any claim, cause of action, damage, accident, injury or liability caused by Renter's use of the facility.

***G. Security/Chaperones***

Security and/or Chaperones will be required as deemed appropriate by the City.

1. The Renter will provide and pay the cost of security guards.
2. Security guards must be at event the entire time guests are present.
3. Security guards must be in uniform and are responsible for patrolling both the inside and outside of premises and must control all problems.
4. The number of security guards will be decided at time of application.
5. Adult chaperones are required for all youth activities (One for every 10 youth).

***H. Alcoholic Beverages***

Alcoholic Beverages are prohibited at all City facilities.

***I. Smoking***

Smoking is prohibited in all City facilities, and within twenty feet of any entrance or exit.

***J. Parking***

Parking regulations must be followed at all times.

***K. Failure to Comply***

Failure to comply with policies, terms and conditions will result in forfeiture of deposit and will constitute sufficient grounds for the City to refuse to rent in the future to any party exhibiting a failure to comply.

***L. Permit Revocation***

1. Staff reserves the right to revoke use permits at any time for any reason deemed necessary, including: failure to observe any rule, regulation or ordinance of the City of Albion, Idaho; fights, vandalism, or misconduct; advertising an event before approval of application; exceeding room capacity; giving incomplete or incorrect information regarding the nature of event or number in attendance.
2. If event is canceled for such reasons, no refund of fees and/or deposit will be given.
3. Staff reserves the right to revoke use permits when the facility is needed for any City purpose or for an emergency, in such cases of revocation, then all fees and deposits will be returned.

***M. Suspension of Rules***

The City of Albion administers the use of Community Center. The City may, for good cause, suspend the rules contained herein and/or develop additional rules governing use.

## **II. TERMS AND CONDITIONS**

### **A. Reservation Procedures**

1. Reservations must be made in person at the City Offices for the City of Albion, Idaho.
2. Telephone reservations are **NOT** accepted.
3. Reservations must be made at least one week in advance and no more than six months in advance of reservation date, pending availability of the specific date and time.
4. Security deposit is due at time of application.
5. Rental fee is due one week prior to reservation date.
6. Acceptance of application will be reviewed on a case-by-case basis.
7. Application is not approved until signed by City Staff.

### **B. Decorations**

1. All decorations must be pre-approved by City Staff.
2. All set-up and takedown of decorations are the responsibility of the Renter.
3. NO staples, tacks or nails allowed in the facility walls.
4. Helium balloons must be anchored and removed after event.
5. No open flames, such as candles or of any other type, are allowed.

### **C. Custodial**

1. Applicants must leave all areas of the facility, including restrooms, in as clean of a condition as they were when turned over to Renter.
2. If extra cleaning by City staff or City hired cleaners is needed, funds will be taken from the security deposit to pay for such extra services.
3. If extra cleaning exceeds the security deposit, the Renter will be billed for any balance.
4. No equipment or other property will be loaned from, or removed from, the Albion Civic Center.
5. Room arrangements, this includes set-up and take down of tables and chairs, the use of the heating/cooling system and lights, needs to be approved by the staff, prior to the event.
6. Arrangement of furniture and other items in the Civic Center rooms will be returned to the same arrangement as was in place before Renter took possession.

## **III. USER CLASSIFICATION**

### **A. Resident**

1. Owns, resides or rents on a continual basis within the City of Albion City limits.
2. Owns or operates a business within City of Albion City limits.
3. Employed by the City of Albion.

**B. Non-Resident**

All other persons not meeting the requirements of a resident.

**IV. FEES SCHEDULE**

**A. Rental Fees**

1. Resident: No Fee.
2. Non-Resident: \$200.00 per night<sup>1</sup>

**B. Security Deposit**

1. A security deposit is required at time of application.
2. The security deposit, or any portion thereof, will only be refunded if no additional fees are incurred as are set forth in this policy.
3. Please allow two (2) weeks after your event for the deposit to be mailed to the address on your application.

<u>Category</u>	<u>Deposit</u>
Resident	\$ 100.00
Non-Resident	\$ 200.00

**B. Additional Charges**

1. Security deposits are fully refundable unless:
  - a. Event extends beyond reserved hours.
  - b. Facility or equipment is damaged, lost or missing.
  - c. Fights, vandalism or misconduct occurs.
  - d. Facility is not left clean.
  - e. Police assistance is required.
  - f. Facility keys are not returned to the City within a reasonable timeframe.
2. Fees due, resulting from one or more of the above, will be taken from security deposit. Renter will be billed for any fees greater than the deposit.
3. If Renter refuses or fails to pay billed balance, any and all means legally available to the City for collecting the balance may be taken.
4. Renter will not be allowed to use City of Albion facilities until full payment has been made.

**C. Cancellation Fee**

1. If cancellation is necessary, the City Clerk must be notified at least one week in advance.

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<sup>1</sup> Non-Resident Renters may seek to be on the regularly scheduled City Council Meeting agenda to request a partial or full waiver of rental fees, by making written petition explaining the reasons therefor and filing the same with the City Clerk at least three (3) days in advance of such regularly scheduled meeting. Determination of such request is within the full discretion of the City Council.

2. If reservation is cancelled more than three (3) weeks prior to event, entire deposit less a \$20.00 non-refundable cancellation fee will be refunded.
3. If reservation is cancelled less than three (3) weeks prior to event, 50% of deposit will be returned.
4. Deposit will not be returned for cancellations made less than seven (7) days prior to event.

***D. Payment of Fees***

1. The security deposit is due at time of application.
2. Rental fees are due one week prior to the reservation date.
3. Failure to meet this policy may result in cancellation of reservation and forfeiture of deposit.
4. Any damage or loss to facility or equipment is the responsibility of the Renter.
5. Renter will be liable for any and all costs of restoring, replacement, damage or loss to City property.
6. All checks and money orders must be made out to the "City of Albion".
7. In any action to enforce or establish any right under this policy or the agreement which it is part of, the prevailing party will be entitled to recover, in addition to costs and disbursements, reasonable attorney fees.