

TIMBER LANE UTILITY DISTRICT

**TIMBER LANE CIDERWOOD BUILDING
BUILDING POLICIES AND PROCEDURES**

- A person or organization wishing to use the Building (the “User”) may reserve use of the Ciderwood Building for an event (“Event”), either independently of or in connection with use of the Timber Lane Park (the “Park”), however, individual applications for use of the Building and the Park must be submitted to the District.
- Timber Lane UD’s designated representative, MMIA, has the authority to schedule Events and to inspect the Building before and after each Event.
- A completed application and the required deposit must be submitted to MMIA at least seven (7) days prior to the Event, but no more than two (2) months in advance of the Event.
- Each User must be at least twenty-one (21) years of age and must agree to be responsible for the Building and to be present during its use.
- Non-profit and public service organizations, including schools, church groups and community associations wishing to use the Building, shall make a refundable security deposit per Event but will not be charged a Building use fee. Individuals and other groups using the Building shall pay a non-refundable Building use fee and shall make a refundable security deposit per Event. The deposit shall be held until MMIA has inspected the Building and made a determination of the costs for repairs and cleaning. The costs of such repairs or cleaning shall be deducted from the deposit. The balance, if any, will be returned to the User. If the costs are greater than the amount of the deposit, the User shall be liable for the full amount of such repairs as made. Users are responsible for any and all damage that their guests and invitees cause to the Building. A non-profit organization wishing to use the Building on a regular calendar basis may post the security deposit and leave it in place until the organization’s use is terminated. Deposits and building use fees are listed on the application.
- The District uses video surveillance at its facilities to monitor compliance.
- Use of the Building shall be limited to Monday through Thursday from 9:00 a.m. to 10:00 p.m., Friday and Saturday from 9:00 a.m. to 11:00 p.m., and Sunday from 1:00 p.m. to 7:00 p.m.
- Immediately following use of the Building, the User shall notify MMIA for an inspection of the Building. The User shall be responsible for returning the Building to the same condition in which it was prior to use. Trash must be bagged and carried off the grounds. Failure to clean the Building or remove trash may disqualify the User from any

subsequent reservation privileges.

- The User shall not use the Building in such a manner as to damage the Building or to disturb residents in the adjoining neighborhood.
- The Building may not be used for any purpose that violates any state or federal statute, local or county ordinance or regulation or any administrative rule to which the District is subject.
- No smoking is permitted in the Building.
- Users shall not place staples, hooks or tape on the walls of the Building.
- The telephones in the Building may not be used for any purpose other than District business, except in case of a medical emergency or to call for assistance of a law enforcement officer.
- No alcoholic beverages or illegal substances will be allowed in the Building or upon the grounds of the Building.
- The table is not to be moved. If table is moved, User will be responsible for any scratches or resulting damage to the floor or Building.
- No User shall allow any other group or individual to use the Building.
- The Board reserves the right to require a User to provide a certificate of liability insurance addressed to the District with limits of liability as listed in the application if the Board deems that such liability insurance is necessary.
- The Board reserves the right to require that a bonded security guard or peace officer be present, at the User's sole expense, during the times the Board deems such security necessary.
- Each User shall agree to indemnify and hold harmless the District, its officers and agents against any and all claims, demands, or causes of action which may arise out of or result from the use of the Building for the Event, including, but not limited to those claims, demands, and causes of action involving personal injury, death or property damage.