

Policy Title: Community Use of County Facilities

Policy:

Twin Ponds Nature Center is the sole County-owned facility that is available for community use. The policy is adopted with the awareness of the importance of security as expressed in the Guidelines for Courthouse and Public Building Security in Iowa as established April 15, 2015.

Equal Access:

This policy shall apply to all qualified groups and individuals that have requested use of County-owned facilities. No group or individual shall be excluded from equal access to County facilities because of consideration of age, sex, color, creed, gender identity, disability, national origin, race, religion, or sexual orientation. However, use may be denied or terminated if there is a violation of the rules set forth for the use of this facility and/or if the use poses health or safety risks.

Liability:

Any group or individuals using the County-owned facility shall:

1. Be required to release the County from any liability for damages caused to the user or its property during the time of use;
2. Hold the County harmless from any liability to third parties for injuries caused by the group or any persons or groups that attend the event;
3. Be liable to the County for any damages to County property or injuries to County employees or agents caused by the group or by any person attending the group's events whether or not the damage is the result of negligence, intentional acts or accidents, and the proper return of equipment to designated locations; and
4. Replace any missing or damaged equipment at the group's expense.

Scope:

This policy is applicable to all offices, departments, and agencies (tenants) within Chickasaw County government or located within County-owned facilities.

Procedures:

Effective on the date of adoption, the only County-owned facility available for community use is the Twin Ponds Nature Center which is under the supervision of the Chickasaw County Conservation Board. Any entity (organizations, groups, and/or individuals) who wish to use the Nature Center must contact the Conservation Board's Director and follow the procedures defined by the Conservation Board.

Adopted: October 6, 2015

NATURE CENTER FEE SCHEDULE AT A GLANCE

ROOM RENTAL

Damage Deposit

First Priority Groups – **No Charge**

(\$50 Damage Deposit when food is served)

Second Priority Groups – All events carry the following damage deposit

Up to 50 people - \$50; 51-100 people - \$100; over 100 - \$200

<u>(All charges are for a minimum of 3 hours)</u>	<u>Monday – Friday Day (8 a.m. – 5 p.m.)</u>	<u>Monday – Friday Evening (5 p.m. – 10 p.m.)</u>	<u>Weekends (8 a.m. – 10 p.m.)</u>
Basement w/ kitchen	\$35/hr	\$50/hr	\$50/hr
Basement w/o kitchen	\$30/hr	\$45/hr	\$45/hr
Classroom w/ kitchen	\$25/hr	\$40/hr	\$40/hr
Classroom w/o kitchen	\$15/hr	\$30/hr	\$30/hr
<u>Resource Library</u>			
(\$50 damage deposit)			
Room Rental	\$10/hr	\$25/hr	\$25/hr

Overnight use for youth and school groups only: \$50 damage deposit if kitchen is used

Teacher's workshops not co-sponsored by CCCB: \$50 for up to 8 hours

First priority users are defined as CCCB sponsored groups, Educational groups, youth groups, teachers & educators, conservation or education organizations

Second priority users are defined as civic and community groups, social gatherings and events.

Clean up and set-up shall be responsibility of the reserving organization. Rental time includes set-up and clean up.

Cleaning fees if CCCB staff has to clean up:

- Cleanup taking up to ½ hour – subtract 25% of deposit
- Cleanup taking ½ to 1 hour – subtract 50% of deposit
- Cleanup taking 1 to 1 ½ hours – subtract 75% of deposit
- Cleanup taking more than 1 ½ hours – subtract 100% of deposit

Payments

Damage Deposit is due within two weeks (14 days) of verbal reservation.

Rental fee is due two weeks (14 days) prior to event.

Deposit is refundable if event is canceled. Rental fee is not.

Two checks must be submitted – one for deposit and one for rental.

For information contact:

Twin Ponds Nature Center

1811 240th St.

Ionia, IA 50645-9404

(641) 394-4714

cccb_19@iowatelecom.net

**Twin Ponds Nature Center
Chickasaw County Conservation Board
Use of Property Contract**

I. TIME AND DATE

I, the undersigned, being 21 years of age or older, desire to use the Twin Ponds Nature Center or other facilities of the Nature Center at the following time and date:

DATE _____ TIME FROM _____ TO _____
All setup and departure must be included in hours of reservation!

EVENT _____ NUMBER OF PEOPLE _____

II. RESERVATION

To reserve the Nature Center you must submit a rental fee check within 2 weeks (14 days) of your verbal reservation. However, your reservation is not confirmed until you have submitted a damage deposit fee within 2 weeks (14 days) of the event. If you cancel your event, your damage deposit will be returned, but your rental fee will be forfeited!

****Make checks payable to: Chickasaw County Conservation Board**

****(\$15 charge for checks returned for insufficient funds)**

Please make out 2 separate checks:

_____ Rental Fee (within 2 weeks of verbal reservation)
_____ Deposit Fee (within 2 weeks of the event)

III. RULES AND REGULATIONS

A. In consideration of the use and privileges of the Twin Ponds Nature Center (TPNC), owned and operated by Chickasaw County Conservation Board (second party), (first party) hereby agrees to the following terms:

1. The use of alcoholic wines and beer is allowed by permission only. No alcoholic beverages are allowed inside the Nature Center.
2. All cars shall be parked in the designated parking areas on the east side of the building.
3. No items or property belonging to the TPNC shall be removed from the TPNC.
4. All persons shall vacate TPNC by 10:30 p.m.
5. NO RED-COLORED DRINKS

B. First party shall arrive at and leave with the mutually agreed upon times.

C. All damages must be reported to personnel (supervisor) on duty.

IV. USES PROHIBITED

First party shall not use, or permit the premises or any part thereof, to be used for any purpose(s), other than the purpose(s) for which the TPNC or other facilities of the Nature Center are hereby leased. First party shall not use the demised premises or any other part thereof, to be used, or permit any act whatsoever to be done on the demised premises in a manner that will violate or make void or inoperative any policy of insurance held by Second party. "Alcoholic use or consumption by persons under the age of twenty-one is prohibited."

V. DEPOSITS

- A. The deposit is not to be construed as a limit of liability for damage to county property. The Conservation Board (second party) may take any legal action necessary to recover additional damage. All remedies hereinbefore and hereafter conferred on the second party shall be deemed *cumulative and no one exclusive of the other or any other remedy conferred by law.*
- B. Damage to the exhibits, displays and mounted animals will be assessed depending on the replacement cost.
- C. Missing or other broken items will be charged at their replacement value.

VI. RESPONSIBLE PARTY

"I, _____, acting as the responsible party for and on behalf of _____, (First party) have hereby read the Use of Property Contract. I do hereby understand each provision and hereby agree to each provision. I understand that failure to abide by these provisions may result in forfeiture of my rental deposit."

Dated this _____ day of _____, 20 _____.

Signature _____ (First Party Agent)

Name _____ Organization _____
(Please Print)

Day Phone (____) _____ Evening Phone (____) _____

Signature _____ (Second Party)

