



BERNARD W. BROWN COMMUNITY CENTER

Community Room Policy

629 N. Market Street, Frederick, MD 21701

Building Manager: Becky Wallace | 240-578-4013 | BBCC@hacfrederick.org

Name of Organization: _____

Responsible Party: _____

Email: _____ Phone: _____

Date: _____

The Bernard Brown Community Center (BBCC) welcomes the opportunity to serve you as a patron.

Please read this entire agreement and save this document for your records.

Once you have read the agreement, please contact the Building Manager to discuss your reservation request.

A. FACILITY USE

1. **Responsible Party**

The signatory of this policy must remain in the building for the entire duration of the event and will be considered the Responsible Party.

2. **Use of Property**

Applicant shall use and occupy the rental space solely for the purpose of conducting the pre-approved events, programs, services, and directly related activities as defined in the **Reservation Request or Lease Agreement**. Use of the premises shall be in such a manner as not to unreasonably interfere with the use and enjoyment of the remainder of the building by the other tenants, lessees, or guests.

3. **Guest Spaces**

Guests must remain in common areas, such as the foyer (first floor), Community Room and/or bathrooms (second floor). Guests are **not** permitted in offices or other areas, including the Head Start playground located at the rear of the BBCC building. Guests are **not** permitted in the Conference Room unless a **Conference Room Reservation** (or applicable lease agreement) has been approved.

4. **Signage/Advertising**

Only temporary signage or advertising may be used *during scheduled reservations*. No other signage or advertising is permitted in common spaces, windows, sidewalks, or any other areas of BBCC. Temporary signage may be used during the reservation time in the common spaces provided it does not interfere with other uses at the BBCC and does not violate the policies, restrictions or ordinances of the Frederick Historic Preservation Commission or other restrictions as stated in this policy. All signage displayed at the start of the event must be removed by the conclusion of the event.

5. **Parking**

Please see **Parking Map** for suggested parking areas.

6. **Permits & Licenses**

The Responsible Party/Lessee is responsible for obtaining all permits and licenses necessary for proposed activities. NOTE: These permits and licenses must be provided to the Building Manager five (5) days in advance of the approved event/lease start date.

7. **Fire**

Except for chafing fuel cans for warming food, **NO** open flame(s), sparkler(s), fog machine(s), or any other equipment or object(s) that violates our insurance terms, or are determined to be dangerous by

the BBCC Building Manager, is permitted on the premises at any time. No birthday candles are allowed in the building.

8. Hazardous Material

No dangerous materials, such flammable or explosive device(s)/substance(s), or object(s) or equipment which is likely to endanger the life of, or cause bodily injury to, any person or property is permitted on the premises.

9. Pets

Animals are not allowed in the building, except for service/support animals.

10. Wi-Fi

Free Wi-Fi is available at BBCC for all events. Wi-Fi passwords are posted in the common space areas.

B. SECURITY AND SAFETY

1. Personal Items

The BBCC will not assume responsibility for personal items brought or left in the facility, by the Responsible Party/Lessee or guest. Any items left behind will be donated or thrown away.

2. Right of Entry

If emergency repairs are required, personnel may enter the reserved space immediately, and without notice for inspection, maintenance, repair, alteration or improvement of the space.

3. Capacity

The Community Room is approximately 35' x 33'. Occupancy guidelines allow for a **maximum of 80 occupants (tables and chairs)** and **160 occupants (chairs only)**. There are 55 wooden chairs and up to 25 stackable chairs available.

4. Exits

No portion of any passageway or exit shall be blocked or obstructed in any manner and no exit door shall be blocked or bolted while the facility is in use. All designated exits shall be maintained in such a manner as to be visible at all times. Except for emergencies, under no circumstances shall emergency exits on the second floor be used to vacate the building. If a fire alarm sounds, all persons must immediately evacuate the building through the nearest emergency exit.

5. Children

Children younger than 16 years old attending events **must always be under the direct supervision of a person 16 years of age or older, in all areas.**

6. Building Safety

The HACF reserves the right to refuse access to any person(s) judged to be a threat to the safety, reputation or property of the Community Center and/or its occupants. Tenants and renters will cooperate with the HACF in enforcing and abiding by building rules and regulations.

C. FOOD, BEVERAGE AND PRODUCTS

1. Alcohol

Alcoholic beverages may be sold (cash bar, event ticket that includes alcohol, required donation, etc.) in the Community Room only if the Responsible Party/Lessee applies for, receives and displays the proper permits as required by the Frederick County Liquor Board and assumes all responsibility.

Responsible Party/Lessee may contact the Frederick County Liquor Board at Winchester Hall, 12 East Church Street, Frederick, MD 21701, or call: 301-600-2984. A permit must be obtained and displayed in order to sell alcohol. ***A copy of the Liquor License must be provided to the Building Manager at least five (5) business days prior to the event.***

Alcoholic beverages cannot be served or sold on BBCC property at events which are primarily designed for minors (under the age of 21 years). Alcohol is restricted to the Community Room ONLY and is NOT permitted outside the BBCC facility, lobby areas or other common spaces. The Responsible Party is legally obligated to assure that anyone consuming alcohol is of the legal drinking age. Alcohol sales, use and consumption MUST be always monitored before, during and after the event. If it is found that anyone underage is consuming alcohol at the event, the event will immediately be shut down and canceled. At that point, the Responsible Party must immediately begin clean-up procedures as directed by HACF staff. All monies (equipment and facility rental payments and security deposit) will be forfeited in this case.

2. Food and Beverage

Food and beverages are ***only allowed*** in the Community Room and kitchen areas. All food must be removed from premises prior to the end of the event.

3. Smoking/Vaping

Smoking and/or vaping is not permitted in the building at any time.

4. Caterers

Caterers must have proper licenses and liability insurance coverage. *A copy of the Caterer's Certificate of Insurance must be made available to the Building Manager at least five (5) business days prior to the catered event.* All Caterer's equipment must be removed by the end of the event time.

D. SET UP / CLEAN-UP / DECORATIONS & RENTED EQUIPMENT

5. Set up

Access to the facility for setting up, including caterers and kitchen access will be during reservation hours. HACF staff will not be responsible for moving, setting up or taking down of any equipment. The Responsible Party is responsible for all set up and breakdown.

6. Clean-up

The premises must be left in as good condition and repair as was found at the beginning of the rental period. This includes tables, chairs, podium, cables, whiteboard, trash, dishes, decorations, wiping down the kitchen, etc. All food, beverages, equipment and rented supplies must be removed from the premises immediately after each use of the facility AND NO LATER THAN THE END OF THE RESERVATION TIME. Any catering areas used must be cleaned and left in an "as found or better" condition. All trash must be removed from the building and placed in the appropriate trash can. All floors must be swept after use of space. If using the kitchen area, it must be cleaned including the stove/oven, refrigerator, sinks, counters, etc. Responsible Party must immediately take care of any major spillage. If Responsible Party is unable to remove spillage, HACF staff will have the area professionally cleaned at the Responsible Party's expense.

Please see the ***Clean-up Checklist*** for a detailed explanation of what is expected.

7. Decorations

Responsible Party ***shall NOT***:

- a. Cause or permit the facility to be injured, marred or in any manner defaced or changed;
- b. Place any nails, hooks, tacks, screws or other fasteners into any part of the facility;
- c. Place or permit to be placed any tape on any building surface under any circumstances;

- d. Use any type of glitter, confetti, rice or birdseed on the premises;
- e. Tamper with light fixtures, thermostat, sprinkler heads, or any other equipment or furnishings.
- f. Leave behind any balloons

Failure to abide by this policy may result in forfeiture of the security deposit, and Responsible Party shall be charged for any damage exceeding the amount of the security deposit.

E. MUSIC

1. Music

Music by DJs and/or live bands are not permitted during regular business hours (9 a.m. – 4 p.m., Monday through Friday). Music may be permitted before or after business hours and/or on weekends. Windows and/or doors shall not be opened if music is being played. The volume must be kept at a level that is safe for attendees and within Frederick city ordinances.

F. RESPONSIBILITY AND INDEMNITY

1. Conduct

The Responsible Party is responsible for the conduct of all participants and spectators while on BBCC property and is liable for any injury to person(s) or property, or loss of, or damage to property or theft of personal property during the rental period or resulting therefrom. Failure by any individual or group to follow all applicable rules and regulations will be cause for eviction. BBCC retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.

2. Indemnity

Responsible Party shall release, indemnify, keep and save harmless the Housing Authority of the City of Frederick (HACF), its agents, officers or employees from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever (including death) to all persons, whether agents or employees of the Responsible Party or persons attending the event for which the premises have been rented, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connections with, the use by the Responsible Party of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney's fees.