



Farm, Home & Youth Foundation of Montgomery County

4H CENTER RULES, REGULATIONS AND FEES FOR USE

The Farm, Home & Youth Foundation of Montgomery County is a non-profit Foundation whose goal is to keep family values and agriculture alive in Montgomery County. The Foundation owns and maintains 9 buildings and 22 acres of grounds with a staff of 2 persons. Other than by donations, this is accomplished by renting office and meeting room space.

Thank you for your interest in renting at the 4-H Center.

Application for Use:

Application for use of any portion of the 4-H Center property shall be made through the office of the Facility Manager. Applications must be submitted at least 5 days in advance of the requested date. (when possible)
Multiple dates may be requested.
Application forms are available at the Center, on the website montcopa4hcenter.org or by contacting the Facility Manager at 4hfacility@gmail.com or 484-973-6110.

The Farm, Home & Youth Foundation of Montgomery County reserves the right to limit the use of any and all portions of the facility at any time for any reason.

Hours of Use:

MEETING ROOMS & BARNES:

Monday through Friday	7:30 am to 10:00 pm
Saturday and Sunday	8:00 am to 10:00 pm

GYMNASIUM:

Monday through Friday	5:00 pm to 10 pm
Saturday and Sunday	8:00 am to 10 pm

GROUNDS & RINGS: Dawn to dusk depending upon use.
10:00 pm is when the last person is to be off the grounds.

Facilities Available for Use:

• Dogwood Room	small meeting room	1 conference table, 12+ chairs
• Hickory Room	small meeting room	1 conference table, 10+ chairs
• Walnut Room	small meeting room	1 conference table, 12+ chairs
• Beech Room	medium mtg. room	9 banquet tables, 36 chairs at tables, 72 w/o tables
• Oak Room	medium mtg. room	6, 6' tables; 6, 4' tables; 20 chairs, seats 60 w/o tables
• Maple Room*	large mtg. room with kitchen	22 classroom tables, 88 chairs
• Lunchroom	small room	1 table w/8 chairs plus sofa and 3 arm chairs
• Willow Room	L shaped open room	tables and chairs available
• Gymnasium	¾ basketball court	176 seated around tables 220 seated with no tables
• Clemens Pavilion	Picnic pavilion	72' x 40' 15 picnic tables
• Seipt Pavilion	open pole with stalls	105' x 54'
• Sheep Barn	enclosed pole	82' x 42'
• Open Barn	open pole	80' x 40' cement floor
• Show rings (2)		135' x 300'
• Practice ring		70' x 120'
• Fairgrounds		

Classifications of Groups:

Use, fees and charges will be assessed and determined for room usage based on the following Group designations:

Group A:

Includes all Montgomery County 4-H Clubs (in good standing, organized through the Montgomery County Cooperative Extension office), the Farm, Home & Youth Foundation of Montgomery County and it's subcommittees

Group B:

Includes the following groups and applies to **(1) regular monthly meeting** of these organizations, when the building is scheduled to be staffed (Monday through Friday, 8 am until 5 pm, small meeting room).

- Tenants of the building, current on rents and obligations

Group C:

Includes the following groups, where an admission or registration fee is **NOT** charged including but not limited to training classes, an additional monthly meeting, community service events and evening events.

- Group B (additional monthly usage)
- County Board of Elections
- Local Civic Groups; eg fire or ambulance (as approved by the Foundation)

Group D:

- Includes all other groups and individuals.
- Group B, tenants, *where an admission or registration fee IS charged; a donation is solicited; or funds are being raised.*

User Fee Schedule: See appendix A

Insurance & Liability:

- Liability Insurance: Every group or organization using the 4H Center is required to have a current Certificate of Liability Insurance including indemnification page on file with the Facility Manager's office at the time of the scheduled event. Certificate will be kept on file for one year or until expiration.
- Individuals and groups wishing to utilize amusement devices (ex. blow up bounce house, slip and slides, etc) must seek and gain previous approval by the Facility Manager and SHALL provide proof of liability insurance in the form of a current declarations page and/or a certificate of insurance naming Farm, Home & Youth Foundation of Montgomery County; its Board of Directors and Employees, as additional insureds.
- Individuals and groups using the facility shall complete and sign the Hold Harmless Agreement. See appendix B
- The Facility Manager must approve any exceptions to the rule with Board's approval. See appendix A

Cancellation:

The Facility Manager appreciates as much advance notice as possible when a cancellation is necessary however the following rules will apply:

- More than 10 business days' notice of cancellation:
Fees paid will be refunded in full.
- 6 to 10 business days' notice of cancellation:
Fees paid refunded minus a 25% cancellation fee.
- With 1 to 5 days' notice of cancellation:
Fees paid refunded minus a 50% cancellation fee.

CANCELLATION con't:

If cancelled on the date of the event or the event is a "no show", there will be no refund of fees paid.

Inclement Weather Cancellation:

Events cancelled due to declared or impending snow, ice, hurricane, tornado emergencies will be without penalty.

Cancellation by Foundation:

The Foundation reserves the right to cancel scheduled uses.

The Foundation may terminate the privilege granted to use the facility at any time for any reason.

Parking and Accessibility:

Gym/auditorium parking is to be mainly the side lot and rear stone lot.

Meeting room parking is to be the rear macadam lots and into the stone lot.

THERE IS TO BE NO PARKING ON THE GRASS AROUND THE BUILDING OR PARKING LOTS.

THERE IS TO BE NO PARKING IN FIRE OR THRU LANES. THIS INCLUDES THE FRONT CIRCLE.

THERE IS TO BE NO PARKING ON ANY GRASSY SURFACE WHEN CONDITIONS ARE UNSTABLE, IE WET, MUDDY, SNOW COVERED.

Access to the gym is through the front door off the circular drive in the front of the building.

Access to the meeting rooms is through the rear doors at the top of the steps.

There is handicap accessibility on all levels from the exterior of the building.

Please let us know if you will be needing to use the handicap entrances.

AMENDMENTS:

The Farm, Home & Youth Foundation of Montgomery County reserves the right to amend this policy at any time. Amended regulations pertain to all future as well as currently scheduled events.

RULES AND REGULATIONS

FEES:

- 1.) \$150.00 Security Deposit must accompany signed contract.
- 2.) Rental fee must be received no later than 10 days prior to the

RULES & REGULATIONS con't:

- contracted date.
- 3.) No admission or registration fee may be charged to the user group's members, attendees or guests, donations solicited or funds raised, without prior approval from the Foundation. The Foundation must also pre-approve the sale of goods.
- 4.) Users may not sublet or transfer their rights and privileges to any other individual, group or organization.
- 5.) Users may not directly or by implication suggest Foundation co-sponsorship without written authorization by the Foundation.
- 6.) Users who fail to vacate the building by their contracted time will be charged the hourly rate for the room rented DOUBLED and payable in half hour increments for each half hour they stay past their agreed upon time of departure.

ACCESS TO ROOMS:

- 1.) The Foundation reserves the right to accept or reject any application .
- 2.) Times listed in the contract account for arrival, set up, clean up and restoration of the room.
- 3.) Use of the facility will be strictly limited to the dates, hours, areas and facilities listed on the application as approved by the Facility Manager. **Checklists** must be followed and signed .
- 4.) The custodian will see that the building is properly opened , lighted , heated and ventilated prior to users arrival.

SUPERVISION:

- 1.) All noise and music must be kept at a reasonable level. Any additional electrical equipment used which cannot be plugged into our present receptacles must be inspected by the Middle Dept. Rating Association (Underwriters) and a temporary certificate issued . All such equipment must be connected 24 hours in advance of use and an additional charge will be assessed. The person renting the facility will be responsible for scheduling the inspection during a time when the Facility Manager can attend.
- 2.) All youth groups must be chaperoned by adults over the age of 21 at a ratio of 1 adult to 10 youth in attendance. It is expected that children will be supervised before, during and after the event, in the halls, rooms, kitchen , rest rooms and parking lots.
- 3.) It is the responsibility of the person who signed the contract to see that their group stays confined to the area assigned .
- 4.) Gym shoes must be worn on the gym floor during any sport type event.

DECORATIONS:

- 1.) Decorations used must be attached using painters tape only. All decorations and tape residue must be removed leaving no trace and disposed of before leaving. NO NAILS, THUMB TACKS, STAPLES, ETC ARE ALLOWED TO BE USED.

KITCHEN:

- 1.) Users are to bring their own supplies and take them with them.
- 2.) All tables are to be covered with plastic, vinyl or cloth table covers when food is served.
- 3.) Nothing is to be left in the sink, dishwasher or refrigerator.

STRICTLY PROHIBITED:

- 1.) Smoking in any buildings or structures.
- 2.) Alcohol or illegal drugs anywhere on the premises.
- 3.) Open candle flames, with the exception of sterno for heating food or birthday candles.
- 4.) Gambling.
- 5.) Firearms.
- 6.) Profanity.
- 7.) Wheeled recreational vehicles, snowmobiles, etc. without written permission of the Foundation.
- 8.) Solicitation without the written permission of the Foundation.

DAMAGES:

- 1.) All vehicles must be parked in authorized parking spots, see pg. 4.
- 2.) Users are responsible for any damage caused to the facility and /or its contents during their contracted use. Groups will be invoiced for all labor and material costs necessary to return the building to its previous condition. This applies to cleaning as well as physical damage.

CLEAN UP AND DEPARTURE:

- 1.) The building and all equipment must be left in a clean, orderly condition. Adequate cleaning is defined as leaving the facility in the same or better condition than it was prior to rental. Tables and chairs should be wiped off (marker, glue, paint, etc must be cleaned off tables) and floors swept or vacuumed. All trash is to be bagged and taken to the dumpster located on the southwest side of the building near the garages.

CLEAN UP AND DEPARTURE con't:

- 2.) Sinks and countertops must be thoroughly wiped down with all countertop debris and trash removed.
- 3.) It is the responsibility of the contract signer to return all chairs, tables, etc. to the arrangement in which the room(s) were found.
- 4.) All lights and water must be turned off.
- 5.) All doors to the outside are to be closed completely.

Please direct all questions to the Facility Manager.

Thank you for your interest in renting at the 4-H Center.



WALNUT



MAPLE



GYM



HICKORY



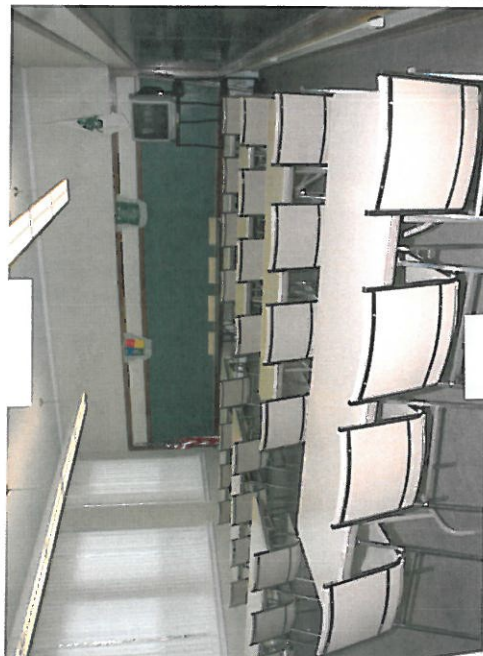
OAK



LUNCHROOM



DOGWOOD



BEECH



MAPLE

APPENDIX A

USER FEES

The Facility Manager must approve any exception to the following fee schedule with Board approval. Fees must be paid by the date indicated according to the rules and regulations.

MEETING ROOMS	GROUP A	GROUP B	GROUP C	GROUP D	
Dogwood	No Charge	No Charge	Donation 25%	\$50/4 hrs	extra hour \$20
Hickory	No Charge	No Charge	Donation 25%	\$50/4 hrs	extra hour \$20
Walnut	No Charge	No Charge	Donation 25%	\$50/4 hrs	extra hour \$20
Beech	No Charge	No Charge	Donation 25%	\$75/4 hrs	extra hour \$25
Oak	No Charge	No Charge	Donation 25%	\$75/4 hrs	extra hour \$25
Maple/kitchen	No Charge	No Charge	Donation 25%	\$200/4 hrs	extra hour \$50
Maple NO kitchen	No Charge	No Charge	Donation 25%	\$125/4 hrs	extra hour \$40
Lunchroom	No Charge	No Charge	Donation 25%	\$50/4 hrs	extra hour \$20
All Meeting Rooms	No Charge	No Charge	Donation 25%	\$500/4 hrs	extra hour \$150
Willow	No Charge	No Charge	donation 25%	\$30/hr	
Willow	No Charge	No Charge	donation 25%	\$50/hr	
Gym	No Charge	No Charge	donation 25%	\$30/hr	
Gym/parties	No Charge	No Charge	donation 25%	\$50/hr	
Entire Building	No Charge	No Charge	donation 25%	\$700/4 hrs	extra hour \$200
BARNS & RINGS					
Clemens pavilion	No Charge	No Charge	donation 25%	\$200/day	
Seipt pavilion	No Charge	No Charge	donation 25%	\$100/day	
Pig	No Charge	No Charge	donation 25%	\$200/day	
Enclosed	No Charge	No Charge	donation 25%	\$300/day	
Show rings	No Charge	No Charge	donation 25%	\$1000/day	
Single ring	No Charge*	\$25/hr	\$25/hr	\$25/hr/person	
Entire Outdoor Complex	No Charge	No Charge	donation 25%	\$1700/day	

*with waiver and yearly fee paid.

Entire Building consists of all meeting rooms, gym and willow rooms.

Show ring rental includes use of Seipt Pavilion and announcer's booth. The fairgrounds, Clemens pavilion and other barns are not included in this rental.

Entire outdoor complex rental includes all rings, barns, pavilion and fairgrounds.

Set up and clean up time must be included in rental time.

An additional charge may be levied for necessary clean up after an event if the cost is more than the security deposit.

SECURITY DEPOSIT:

A \$150.00 security deposit is due with the fee and application. The security deposit may be used for staying beyond the contracted time, not cleaning and restoring the room/area to it proper condition and any damage to the building or grounds attributable to your group. Otherwise, the deposit will be returned to you within 30 days after the event.

APPENDIX B

Agreement is made this _____ day of _____, 20___, between _____ (hereinafter referred to as the "Applicant", "user") and the Farm, Home & Youth Foundation of Montgomery County (hereinafter referred to as the "Foundation").

WITNESSED

WHEREAS, User desires to use a certain portion of Foundation facility, to wit, _____ on _____ from _____ until _____ and;

WHEREAS, Foundation is willing to permit Applicant to use these facilities subject to certain conditions.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and intending to be legally bound hereby, the parties agree as follows:

INDEMNIFICATION: In consideration for permission to use the Farm, Home & Youth Foundation of Montgomery County's facility or any part thereof, Applicant agrees to the fullest extent permitted by law to defend, indemnify, pay on behalf of, and save harmless the Farm, Home & Youth Foundation of Montgomery County, it's elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorney's fees and all other costs connected therewith, arising out of or connected to the Applicant's use or occupancy of the premises of the aforementioned Foundation.

WAIVER OF SUBROGATION: To the fullest extent permitted by law, the Applicant and its employees, officials, volunteers, agents and representatives waive any right of recovery against the Farm, Home & Youth Foundation of Montgomery County and their elected and appointed officials, officers, volunteers, consultants, agents and employees for any and all claims, liability, loss damage, costs or expense (including attorneys' fees) arising out of the Applicant's use or occupancy of the premises or arising out of Applicant's operations on at or adjacent to any premises of the Farm, Home & Youth Foundation of Montgomery County. Such waiver shall apply regardless of the cause or origin of the loss or damage, including the negligence of the Foundation and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The applicant shall advise it insurers of the foregoing and such waiver shall be provided under the Applicant's commercial property and liability insurance policies and the Applicant's workers compensation insurance policy, if any.

DAMAGE TO PROPERTY OF THE APPLICANT AND ITS INVITEES: The Applicant and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to property of the Applicant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Farm, Home & Youth Foundation of Montgomery County.

TERMINATIONS: The Foundation reserves the right to cancel and terminate this agreement at any time for cause. Cancellation does not relieve the Applicant from any liability assumed under this agreement.

NON-TRANSFERABLE: There is to be no sublet without the prior written consent of the Foundation or Facility Manager.

INSURANCE: The privilege of using the Farm, Home & Youth Foundation of Montgomery County's facilities is being granted with the understanding that the user will provide insurance as follows:

- A.) Policy coverage required must be at least for a combined single limit of \$1,000,000.00 for bodily injury and property damage or its equivalent.
- B.) THE FARM, HOME & YOUTH FOUNDATION OF MONTGOMERY COUNTY, THE BOARD OF DIRECTORS AND THE EMPLOYEES AND MEMBERS OF THE FARM, HOME & YOUTH FOUNDATION OF MONTGOMERY COUNTY ARE TO BE INCLUDED AS ADDITIONAL INSURED.
- C.) A certificate of insurance indicating the above mentioned coverage and additional insured endorsements must be received by this office at least three (3) weeks before the scheduled use of the facilities. This certificate should contain a firm commitment that in the event of cancellation, limit reduction or material change that thirty (10) days written notice will be given to the Farm, Home & Youth Foundation of Montgomery County. Certificate should definitely state that coverage is provided with respect to the use of Foundation facilities.

By signing this document, the applicant/user agrees to indemnify and hold harmless the Montgomery County Farm, Home & 4-H Foundation, the Board of Directors, Employees and Members in the event of any accident or injury to any member or person involved with the event scheduled by the applicant/user for the dates of the approved contract.

I have read the above Regulations and agree to abide by the terms and conditions as set forth in the same.

_____ signature (User) _____ date

Received by _____ (agent for Foundation) _____ date