

**RECREATION
DEPARTMENT**



William R. Talley Rec Center
121 North Bentz Street
Frederick MD 21701

301-600-3850
FAX: 301-600-2851
www.cityoffrederick.com

Date of Application:	
Date Received:	
Security Deposit:	
Date of Approval:	
Date of Issuance:	

APPLICATION FOR USE OF THE WILLIAM R. TALLEY RECREATION CENTER GYMNASIUM

APPLICATIONS DUE AT LEAST FOUR (4) MONTHS PRIOR TO A GYMNASIUM EVENT.

**PAYMENT IS REQUIRED WITH APPLICATION SUBMISSION AND WILL NOT BE ACCEPTED WITHOUT IT.
PLEASE READ ENTIRE DOCUMENT - call Office Manager with any inquiries prior to submittal for gym rentals at 301-600-3850.**

Organization:	
Contact Name:	
Mailing Address:	
City/State/Zip:	
Email Address:	
Daytime Phone:	
Evening Phone:	
Fax Number:	

Date of Event:		
Start Time of SET UP for event:		EVENT Start Time:
Stop Time for completion of TEAR DOWN:		EVENT Stop Time:
Areas Requested:	Gymnasium: <input type="checkbox"/> Full Gymnasium <input type="checkbox"/> Court(s) _____	<input type="checkbox"/> Kitchen Meeting Room(s) – list if necessary: _____

Description of Event: <i>Please indicate if this event is for patrons under 21 years of age. (Certificate of Insurance will be required for some events.)</i>			
Will music be involved?: <i>If yes, give details w/ type of music, time of performance(s) etc. See Noise Ordinance, Section 15-21.</i>	<input type="checkbox"/> No	<input type="checkbox"/> Yes – give details:	
	<input type="checkbox"/> DJ	<input type="checkbox"/> Live Band	<input type="checkbox"/> Radio/CD <input type="checkbox"/> Other
Will other equipment be used?: <i>(i.e. stages, tarps, displays, etc.) If yes, give details.</i>	<input type="checkbox"/> No	<input type="checkbox"/> Yes – give details:	
Will vendors be at the event?: <i>If yes, give details.</i>	<i>Organizer must contact the Building Dept at 301-600-3814 for a Vendor/Peddler Permit.</i>		
	<input type="checkbox"/> No	<input type="checkbox"/> Yes – give details:	
Will alcohol be served or available at event?: <i>If yes, give details. Copy of County Liquor License is required at least five (5) days prior to the event.</i>	<i>Organizer must contact the Frederick County Liquor License Commission at 301-600-1156.</i>		
	<input type="checkbox"/> No	<input type="checkbox"/> Yes – give details:	
Will use require concessions / catering? <i>Provide name, address and contact information for the catering company.</i>	<input type="checkbox"/> No	<input type="checkbox"/> Yes – give details:	
Will participants be charged a fee?: <i>If yes, provide detailed budget of the proposed activity.</i>	<input type="checkbox"/> No	<input type="checkbox"/> Yes – give details:	
	Fee: \$ _____		
Will admission be charged to the event?: <i>If yes, what is the cost?</i>	<input type="checkbox"/> No	<input type="checkbox"/> Yes – give details:	
	Fee: \$ _____		
Number of people expected to attend:			
“No Parking” signs:	<i>Organizer must contact the Parking Dept. at 301-600-1429.</i>		
Name & contact info for two (2) people to act as Event Representatives: REQUIRED	Name:	Cell Phone:	
	Name:	Cell Phone:	
Check any City assistance needed: <i>*An additional fee is charged for tables and/or chairs. NOTE: Extra trash cans, liners and floor tarps(if needed/required) are provided free of charge.</i>	<input type="checkbox"/> Extra Trash Can(s) *	<input type="checkbox"/> Tables # _____	<input type="checkbox"/> Chairs # _____
	<input type="checkbox"/> Other- give details:		

City of Frederick / Department of Recreation
WAIVER AND FACILITY APPLICATION

It is hereby agreed and understood that the above Facility is requested to be reserved, as specified, for the use of the above named person and/or User. The Facility reserved is subject to inspection by any authorized representative of The City of Frederick in order to assure proper use of City property. This permit must be in the possession of the User to whom it is issued and shown upon request to any of the above-mentioned representatives.

The user assumes personal liability and responsibility for any and all costs of cleanup of the premises, loss, breakage, damage to or removal of City property and further assumes liability and responsibility for the conduct and good order of the group and its invitees and guests.

The User shall be responsible for any and all loss, damage or injury to any and all personal property that it or its agents, representatives, invitees or guests, may bring to, store at, or leave at the Facility, and shall indemnify and hold harmless The City of Frederick and any department, agent, official and/or employee thereof for any personal injury incurred during, or as a result of such use. The User further agrees to abide by all procedures, policies, and rules governing use of the above-mentioned facility.

I have read and agree to the User Responsibilities as attached to this document.

Witness the hand and seal of the User as of the date indicated below.

User: _____ Date: _____

Any User under the age of 21 must have the signature of a parent or guardian who shall assume any and all responsibility and liability as set forth above and the person signing must be in attendance at the rental event.

Parent/Guardian: _____ Date: _____

Written Name: _____ Phone: _____

PLEASE NOTE APPROVAL IS REQUIRED FOR USE OF THIS FACILITY.
Once approved, a permit will be mailed back to the applicant listed on the previous page.

FOR OFFICE USE ONLY	
Rental Fee: \$ _____ <input type="checkbox"/> Cash	Forward to Parks & Recreation Commission? <input type="checkbox"/> Yes <input type="checkbox"/> No
Date Paid: _____ <input type="checkbox"/> Check	
Staff: _____ <input type="checkbox"/> Credit	This request will be presented to the Parks and Recreation Commission on _____ at 7:00 p.m. at the Talley Rec Center located at 121 North Bentz Street, Frederick. <input type="checkbox"/> Approved <input type="checkbox"/> Denied – reason for denial: _____ _____
Security Deposit \$ _____	
Date Rec'd: _____	
Check No: _____	
Returned or kept?: _____	
Date Mailed: _____	Director's Comments: _____ _____ _____
<i>Deputy Director's Approval:</i> _____ Date: _____	
DENIAL - If denied, reason why: _____ _____	

Cc: City Police Department

Building Department / Vendor-Peddler License

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RENTAL POLICIES & PROCEDURES

Please read this document in its entirety BEFORE submitting an Application.

The City of Frederick welcomes the opportunity to serve you as a rental patron at the William R. Talley Recreation Center. Please read these policies and procedures in their entirety for important information pertaining to rental use then contact the Office Manager at 301-600-1173 for a pre-application submittal discussion and/or meeting.

A. POLICIES FOR RENTAL OF THE CENTER

It is the policy of the Deputy Director of Parks & Recreation to encourage the rental of the William R. Talley Recreation Center. Requests for rental may be made by submitting an Application for Use of the William R. Talley Recreation Center Gymnasium at least **four (4) months in advance of the rental date**. Requests for larger events that require use of multiple spaces in the Center on a single day can be reserved up to twelve (12) months prior to the rental date. Rental requests with thirty (30) days or less notice are subject to Deputy Director approval as well as building and event staffing availability.

Be advised that any City activity has first rights of use to any and/or all of the facility at any time which may cause your request to be cancelled. Every effort will be made to avoid this possibility.

B. RENTAL HOURS

1. Rental Hours: The William R. Talley Recreation Center gymnasium is generally available for rental use on the following days/times:

Friday: From 10:30 a.m. until midnight;

Saturday: From as early as 8:00 a.m. until midnight.

Extended times may be requested but approval is at the discretion of the Deputy Director only.

2. Holiday Closings: The Center is closed for the following holidays:

Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Memorial Day, July 4th and Labor Day.

Meeting and/or exercise rooms may be rented during the above reference times in conjunction with a gymnasium event if available. Please be advised that many rooms have our equipment and materials stored in them at all times. These items are not included in rental of the spaces.

C. PAYMENT

1. Security Deposit: In order to reserve this facility a security deposit must accompany a completed Application for Use of the William R. Talley Recreation Center Gymnasium. The amount of the deposit will be \$500 for a non-alcohol event and \$1,000.00 for an alcohol event in the gymnasium. Larger social events or parties may require a higher security deposit to be determined by staff and not to exceed \$2,500.00. Security deposits can be paid separately by personal check or certified check; in addition to the rental fee(s); and must be paid at contract signing. All checks and/or money orders are to be made payable to "The City of Frederick".

PLEASE NOTE: Security Deposits will be forfeited if a group goes past their scheduled rental time, causes damage to the Center or surrounding property, excessive alcohol consumption, fighting, etc. Damages to the Center, insufficient cleanup and/or early arrival late departure costs will be subtracted from the security deposit. If damages or overages in time are determined to be more than the security deposit, the rental patron will be billed accordingly. The City of Frederick reserves the right to charge a higher deposit for special rental situations.

Please allow fourteen (14) days following the date of the event for the return of a security deposit via United States Postal Service.

2. Rental Fee(s): Payment is required with application submission and will not be accepted without it.
3. Cancellations/Refunds: If cancellation by either party is more than thirty (30) days prior to the scheduled use of the facilities, the rental fee and security deposit will be returned. If the Applicant/Renter cancels fifteen (15) to thirty (30) days prior to the event, the City will retain a 30% cancellation fee and return the Security Deposit. If Applicant/Renter cancels less than fifteen (15) days prior to the event, the City will retain all rental fees paid and/or the security deposit will be forfeited. All cancellations must be in writing.
4. Returned Checks: There will be a \$20.00 fee for any returned check. If your fees remain unpaid after thirty (30) days notice, you may be prosecuted in District Court under the Maryland Criminal Code, Article 27, Section 140-144.
5. Overtime: If an event goes past the approved timing, a fee of \$15 per hour per event staff person, cleaning and/or maintenance personnel will be incurred as well as forfeiture of the Security Deposit. Additional fees may apply for cleaning and/or additional City staff.

D. FACILITY USE

1. Compliance: Applicant agrees that any use of the William R. Talley Recreation Center will comply with all statutes, ordinances, rules and regulations issued by Federal, State and municipal governments.
2. Licenses and Payments: Applicant agrees to obtain or collect and to pay and deliver to the proper governmental agency or regulating authority any and all license fees, permits, etc., required in connection with the use of the facility.
3. Insurance: All established organizations must supply required liability insurance in the amount of one million dollars, naming The City of Frederick as additionally insured, with a copy submitted to this office at least thirty (30) business days before event.
4. Hazardous Material: Applicant agrees not to bring on to the premises any material, substance, equipment or object which is likely to endanger the life of, or cause bodily injury to any person or property or which is likely to constitute a hazard.

E. SECURITY

1. Chaperones: Any group that has the majority of patrons under the age of 21 is required to provide chaperones at the ratio of one (1) adult per ten (10) underage participants. Chaperones must be age 21 or older. Additionally, an event with a majority of patrons under the age of 21 may be required to provide security for the event. Chaperones are responsible for making sure that once attendees arrive at the event, they may not leave and re-enter. A listing of all chaperones and their

dates of birth for proof of age must be submitted either with the application or no later than thirty (30) days prior to the event.

2. Private Security and/or Police Security: Different uses of the facility will have different needs concerning security. Applicant should consider providing minimum security at all public events and any time alcohol is served. It is the Applicant's responsibility to contract with either a private security firm or the City's Police Department for event security needs. Once security is established a security plan should be submitted to staff not less than thirty (30) days prior to the event for review and/or approval. Renters for large events, open to the public, must provide a copy of the signed contract with a security company, licensed and bonded in the state of Maryland. Failure to provide this documentation at least ten (10) business days before event could result in the cancellation of the event. Private parties wishing to have alcohol must state this on the application and an additional security deposit (not to exceed \$1,000) may be required. The City of Frederick reserves the right to charge a higher deposit for these special rental situations.
3. Building Security: The City of Frederick is not responsible for any valuable items left in the facility prior to, during or after the event.
4. Building Safety:
 - a. Capacity: Maximum capacity of the William R. Talley Recreation Center Gymnasium shall not exceed five hundred (500) persons per the State Fire Marshal's Office. The Applicant will not sell or distribute tickets to events in excess of the capacity or admit a larger number of persons than can safely and freely move about in rented areas.
 - b. Exits: No portion of any passageway or exit shall be blocked or obstructed in any manner and no exit door shall be locked, 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.
 - c. Children: Young children attending events must be under the direct supervision/control of a person 16 years of age or older at all times in all areas.

F. FOOD, BEVERAGE AND PRODUCTS

1. Alcohol: Alcoholic beverages may be served in the gymnasium only as long as the Applicant applies for, receives and displays the proper permits as required by the Frederick County Liquor Board and assumes all responsibility. Renter may contact the Frederick County Liquor Board at Winchester Hall, 12 East Church Street, Frederick MD 21701 or call them at 301-600-1156 when any type of alcohol is being served. **You must have a permit to serve/sell alcohol.** Alcoholic beverages cannot be served or sold at events or rentals which are primarily designed for minors under the age of 21 years. Alcohol is restricted to the gymnasium ONLY and is NOT permitted outside the facility or in the lobby area(s). It is the sole responsibility of the renter to assure that anyone consuming alcohol is of the legal drinking age – alcohol area MUST be monitored at all times 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 cancelled. The event organizer will have to immediately begin clean up procedures as directed by staff. All monies, rental payments and Security Deposit, will be forfeited in this case. A copy of the Liquor License must be provided at least five (5) days prior to the event.
1. Food and Beverage: Food and beverages are only allowed in gymnasium and kitchen areas.
2. Tobacco: No smoking is permitted in any part of the facility.

G. SET UP / CLEAN UP / DECORATIONS & RENTED EQUIPMENT

1. Set Up: Access to the facility for setting up, including caterers set up will be during the hours stated on the face of this Application ONLY. The William R. Talley Recreation Center rents certain items for use of the Applicant and/or caterer such as banquet tables and chairs. If using Center equipment, provide a written schedule of set up or load in/out must be provided to the Office Manager at least ten (10) days prior to the event so that the proper number of tables and/or chairs can be made available. Center staff is responsible to supply the above listed rented items to the space being rented along with trash cans and liners. Center staff will not be responsible for the moving, setting up or taking down of any equipment brought in by or for the Applicant and/or caterer. Applicant is totally responsible for all set up and breakdown, including stacking of all tables and/or chairs and other equipment used during the event.
2. Clean Up: The premises must be left in as good a condition and repair as found at the beginning of the rental period. 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 EXIT TIME STATED ON THE FACE OF THIS APPLICATION or you will be charged an excess fee. 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 dumpster. All floors must be swept and/or vacuumed after use of space. If using the kitchen area it must be cleaned including the stove/oven, refrigerator, sinks, counters, etc. Applicant must immediately take care of any major spillage. If Applicant is unable to remove spillage, Center staff will have the area professionally cleaned at the Applicant’s expense.
3. Parking: Parking is available on streets surrounding the facility and local parking decks but not guaranteed and on any occasion may be limited. Should you need parking for large groups, you may contact the Parking Department at 301-600-1429 for No Parking signs.
4. Decorations: Except with the prior written consent of the Deputy Director and/or Office Manager, Applicant 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 signs on painted walls in any part of the facility;
 - d. No decorations such as posters, pictures or banners are to be fastened to walls and/or woodwork inside or outside the facility;
 - e. All decorations must be flame retardant;
 - f. No tape of any kind may be used on the floors, walls or City equipment. Painters or floor tape may be used on gymnasium floor only;
 - g. Absolutely no candles with open flames will be permitted in the facility;
 - h. Use of any type of glitter, confetti, rice or birdseed is strictly prohibited on the premises;
 - i. Tampering with light fixtures, thermostats, sprinkler heads, or any other City equipment or furnishings is prohibited.
5. Rented Equipment: All rented equipment and supplies must be delivered the day of the event during the hours specified on the face of this Application and picked up at the end of the event unless special arrangements have been made with the Deputy Director and/or Office Manager.
6. Caterers: Caterers must have proper licenses and liability insurance coverage. The Center requires that a copy of the Caterer’s Certificate of Insurance be made available for its files at least two (2) weeks prior to the catered event. All Caterers’ equipment must be removed the day of the event.

7. Equipment: The City is not responsible for any lost or stolen Caterer's or Applicants' property or equipment rented for use by the Caterer and/or Applicant.

H. MUSIC / SIGNAGE / MISCELLANEOUS

1. Music: Music by DJ's and/or live bands may be permitted but must be included on the Facility Use Application as part of the event description. Windows and/or doors cannot be opened if music is being played and the volume must be kept at a level that is within the City ordinances.

Sec. 15-21. - Sound emission, noise, etc., findings and purpose.

- (a) Excessive sound and vibration are serious hazards to the public health, welfare, safety and quality of life, and a substantial body of science and technology exists by which excessive sound and vibration may be substantially abated. The people of the City of Frederick have a right to and should be ensured an environment free from excessive sound and vibration that may jeopardize their health, welfare or safety or degrade their quality of life. It is necessary to provide for the control of noise levels throughout the city so as to promote public health, safety, and welfare, the peace and quiet of the residents of the city, and to facilitate the use and enjoyment of property. Damage and discomfort caused to people arises from both stationary and non-stationary sound and vibration and this ordinance applies to both. Additionally, the mayor and board of aldermen have heard extensive testimony on numerous occasions as to the problems associated with locations that serve alcoholic beverages and produce or permit excessive and unnecessarily disturbing sound.
- (b) Accordingly, the mayor and board of aldermen find and determine as follows:
 - (1) This ordinance is within the City of Frederick's power to enact because city efforts to protect public health and safety are clearly within its police powers; and
 - (2) This ordinance reduces the threat to health, safety, welfare, appearance and economic value due to the decline in property condition(s) by lawfully delineating the circumstances under which such condition(s) may be considered illegal and/or abated; and
 - (3) Abatement of such condition(s) is in the best interest of the health, safety and welfare of the residents of the city and will promote their maximum use and enjoyment of property.
 - (4) The harmful secondary effects of excessive and unnecessary disturbing sound include but are not limited to:
 - (A) damage to residential property resulting from the vibrations of low-frequency amplified bass sound, which have caused cracks in windows and movement of items in homes on such property; and
 - (B) damage to persons forced to endure excessive and unnecessarily disturbing sound, including stress, lack of sleep, hearing damage and other physical impairments; and
 - (C) damage to the value of adjacent or nearby residential property due to the presence of such excessive and unnecessarily disturbing noise.
 - (5) This ordinance furthers the important governmental interest of regulating conduct and preventing public harm through a specific limitation on sound amplification narrowly tailored to be applicable only to excessive and unnecessarily disturbing sound emanating from locations licensed to serve alcoholic beverages and abutting residential properties, and of combating the harmful secondary effects associated with such excessive and unnecessarily disturbing sound.
 - (6) The harmful secondary effects of such excessive and unnecessarily disturbing sound from such commercial establishments tend to include the following additional secondary effects:
 - (A) extensive trash and litter disposed of by patrons of such a location on public and private property; and
 - (B) drunkenness, public urination; and
 - (C) a higher rate of both violent and nonviolent crimes in the immediate vicinity of such a location.

(Ord. No. G-02-9, § 1, 6-6-02)

Editor's note—

This ordinance, as referenced in subsection (a), is Ordinance No. G-02-9, adopted June 6, 2002, which added sections 15-21 through 15-21.8 to chapter 15.

Editor's note—

Ord. No. G-02-09, § 1, adopted June 6, 2002, repealed section 15-21 in its entirety, which pertained to sound emission, noise, etc., and derived from Ord. No. G-86-4, adopted May 1, 1986, as amended by Ord. Nos. G-96-28, G-97-16, and G-97-32.

2. Signage: Signage may be displayed by rental patrons providing that such signage does not interfere with other uses at the Center and does not violate restrictions as stated under decorations. All signage can be displayed at the beginning of the event and must be removed at the conclusion of the event.

I. RESPONSIBILITY AND INDEMNITY

1. Conduct: The conduct of all participants and spectators while on City property shall be the responsibility of the Applicant. Applicant also accepts all responsibility 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. The City retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.

2. Indemnity: Applicant shall release, indemnify, keep and save harmless The City of Frederick, 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 Applicant or persons attending the event for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connections with, the use by the Applicant 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.

J. DESTRUCTION AND DAMAGE

1. Damage: If anyone damages the facility during the rental period, Applicant shall pay for all necessary repairs. This includes any damage to equipment operated by anyone other than those authorized by the City.
2. Destruction: If facility is destroyed or damaged by fire or any other cause or unforeseen occurrence that shall make the fulfillment of the Agreement impossible, then this Application shall terminate, payments will be returned and Applicant waives all rights to any claims against the City.

K. REVOKING OF APPLICATIONS, REFUSAL OF FUTURE RENTAL

The City of Frederick reserves the right to revoke a user's application and/or refuse rental for any or all of the following:

1. Failure to pay rental fee and/or security deposit when due;
2. Failure to submit required liability insurance;
3. Failure to submit required liquor license;
4. Rental patrons are not conducting an event in an orderly manner;
5. Damage is done to the Center;
6. Police have to be called to the event;
7. The rental patrons repeatedly do not adhere to the users' responsibilities;
8. If the City feels that a group's event is detrimental to the well being of the Center staff and/or patrons.

Failure to adhere to any or all of the above policies may result in the rental groups being asked to leave the facility, forfeiture of rental fees and/or security deposit and/or loss of future rental privileges.

*This is an application, not a binding contract to rent the facility.
For facility reservations and Application Submittal Meeting, please call 301-600-1173.*