

TOWN OF MILLVILLE Facility Use Packet



PAGES 11-15 MUST BE COMPLETED, SIGNED, & RETURNED ALONG WITH ANY OTHER REQUIRED DOCUMENTS AND PAYMENT IN FULL

1. Application Rules (pages 3-7)
 - 1.01 Overview
 - 1.02 Exclusions
 - 1.03 Applicant Status
 - 1.04 Administration
 - 1.05 Application Procedure
 - 1.06 Allowable Uses and Restrictions
 - 1.07 Timeline to Request Use of Facility
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 - 1.09 Price of Use
 - 1.10 Frequency and Number of Uses
 - 1.11 Changes in the Application
 - 1.12 Setup
 - 1.13 Liability Insurance
 - 1.14 Mandated Changes/Cancellations
 - 1.15 Penalty for Noncompliance
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- 2.** Reservation Fees (page 8)
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- 4.** Facility Use Required Provisions (pgs. 10-11)
 - A. Rules/Permit/Acknowledgement and Compliance
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 - b. Local Ordinance Compliance
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TOWN OF MILLVILLE

FACILITY USE APPLICATION RULES

1.01 OVERVIEW: The Town of Millville permits the public to reserve some of its public facilities for private functions, meetings, sports activities, and similar activities, when not scheduled for the Town Council, Boards, Commissions, or other priority uses. An individual, organization or business may make a request to the Town Manager or designee.

To reserve any of these facilities, the Town has instituted certain restrictions and regulations for use of Town facilities, as explained on the following pages. Please read these rules very carefully and use them to assist you in completing your Facility Use Application. Please direct your questions to the Town Manager or designee.

1.02 EXCLUSIONS: An applicant may be excluded from eligibility for use for the following reasons:

1. The applicant has an outstanding obligation due to the Town of Millville which is in violation of the Clean Hands Ordinance.
2. The applicant has previously violated or abused the provisions of the reservation system.
3. The applicant has previously exhibited behavior that could bring the Town into public disrepute.

1.03 APPLICANT STATUS: An applicant must be 21 years old or older, and one of the following:

1. An individual requesting a reservation for private use.
2. An official representative of a business requesting a reservation for a business, company, or corporation.
3. An official representative or officer of a not-for-profit group, association, or social organization.
4. An official representative of a sports, recreation or leisure organization, league, or sanctioning body.

1.04 ADMINISTRATION: The Town Manager or designee is responsible for implementing the reservation system and is authorized to verify use eligibility based upon the criteria established in this procedure.

1.05 APPLICATION PROCEDURE: Review the Facility Use Application Rules carefully.

Understanding of, and compliance with, each rule is required and will assist in the efficient processing of each application. Fully complete the attached Facility Use Application form and return either by mail, fax, or email to:

Deborah Y. Botchie
Town Manager
36404 Club House Road
Millville, DE 19967
Email: dbotchie@mvtown.com

Use of facilities shall be awarded on a first come, first-served basis. Incomplete or defective applications will be returned to the applicant. The application must be submitted as listed below prior to the requested date(s). A new application must be submitted annually for reoccurring reservation requests.

- Tournaments- 30 days prior to the event
- Open Space area for large event (200 people or more)- 30 days prior to the event
- Open Space area for small event (less than 200 people)- 10 business days
- Use of rooms for large event (100 or more people)- 30 days prior to the event
- Use of rooms for small event (less than 100 people)- 10 business days

All requests for uses will conform to the reservation application process of the Town of Millville.

An applicant must provide a deposit and payment in full when the application is made.

Applications are reviewed and approved by the Town Manager or designee and coordinated by the staff of the Town of Millville. Applicant(s) or their representative(s) may be required to meet with the Town Manager or designee at the requested facility once the application is approved.

1.06 ALLOWABLE USES AND RESTRICTIONS: The Town of Millville facilities are available with some restrictions. The restrictions are established to protect the health, safety, and welfare of the public, to prevent damages to Town property, and to maintain order and access to the facilities.

1. **ALCOHOL/DANGEROUS OR NARCOTIC DRUGS:** The sale, consumption, or possession of intoxicating liquors or beverages, dangerous or narcotic drugs, of any kind is prohibited on the property of the Town of Millville. Alcoholic beverages may be granted permission by the Town Manager or designee through the Facility Use Application process for indoor events at the community center.
2. **GAMBLING:** Gambling or games of chance for monetary advantage are prohibited on Town property, unless approved by the Town Manager, or designee, and have permits from the Delaware Division of Professional Regulations. For information regarding state permits visit www.dpr.delaware.gov/boards/gaming.
3. **SMOKING AND VAPING:** Smoking and vaping is prohibited on all Town property. Event organizers are responsible for assuring their participants comply.
4. **VEHICLES: Parking is limited to the designated parking lot.** Motor vehicle access in Evans Park is prohibited except by permit. Vehicle access through the park to load and unload supplies, setup, and similar activities requires an access permit issued by the Town Manager unless it is a Town sponsored event or similar activity. This request (along with number of vehicular permits requested) must be clearly specified on the Facility Use Application under the Special Requests section. It must be approved in advance by the Town Manager or designee, and once approved a vehicle access permit will be issued which must be displayed in front window of vehicle.
5. **NOISE:** Profanity and loud music using profanity are prohibited. Please respect the individuals who live near the park and keep noise levels to a minimum.
6. **PRIVATE CONCESSIONS:** No food or beverage concessions or merchandise sales will be permitted on any Town property without prior approval. The Town of Millville reserves the right to operate concessions at any of its facilities. Any request for concession operations must be

evaluated and approved prior to the reservation. Unless this is a Town sponsored event, applicants must purchase a Town Business License, Permitted Public Event Permit or Mobile Food Vendor License.

7. **HOURS:** Park hours are from sunrise to sunset for playground areas, challenge course, pavilion, open areas. Pickleball tournaments, Hours for Town Hall are 8:30 a.m. to 4:30 p.m. Millville Community Center hours are 8:30 a.m. to 10:30 p.m.
 8. **TOWN ORDINANCES:** All uses permitted on Town property shall conform to the local ordinances and rules established by the Town Council. The Town's ordinances can be found at www.millville.delaware.gov under Charter & Code.
 9. **EQUIPMENT/SUPPLIES:** The Town of Millville is not responsible for the use, safety, security or upkeep of any supplies or equipment provided by a tournament/event organizer to support their event. All such equipment and supplies must be removed from Town property immediately upon conclusion of tournament/event. Should any equipment or supplies be abandoned by the event organizer and left on Town property, a fee shall be charged to the organizer for disposal, removal, or storage at the Town's discretion. The Town of Millville's tables, chairs, etc. must remain inside and may not be removed from the facility.
 10. **OPEN FLAME POLICY:** The burning of candles, sparklers, incense, paper leaflets, combustible figurines or pyrotechnic devices is prohibited on Town property. Battery operated candles may be approved for use in lieu of open flame candles. Exception: This requirement shall not apply to food service operations using canned heat.
 11. **ACCESS:** Rental of a room provides access to that room, use of the hallways to get to the room, and use of the restrooms. Renters are expected to limit guest to those areas. Guests must not loiter in the restrooms, hallways, or any room that has not been rented.
 12. **FUNDRAISING AND FEES:** Renters will not charge admission, sell tickets or items, or solicit donations without prior consent. All requests must be approved by the Town Manager and details listed on the rental permit.
 13. **SECURITY AND CHAPERONES:** The Town reserves the right to require chaperones, security, or traffic control, to be provided at the expense of the renter. **Minors:** If the event is primarily for children and/or minors, there must be one adult for every 15 minors. A minor is defined as anyone under the age of 21. The renter is responsible for ensuring that this ratio is maintained throughout the event.
 14. **DAMAGES OR INJURY:** The Town of Millville is not responsible for damages or injuries to property or persons associated with the use of their facilities.
 15. **VIEW OF FACILITY:** Renters are encouraged to view the rental area for electric accessibility, or any other special equipment needs. Please provide details on the rental permit regarding any equipment you are bringing in. Insurance certificates may be required.
- 1.07 TIMELINE TO REQUEST USE OF TOWN FACILITIES:** Facility Use Applications must be completed and submitted to the Town Manager or designee by the required number of days as determined in Section 1.05. A reservation will not be permitted more than six (6) months in advance. See the Application Timeline for guidance. The Town Manager or designee may entertain a request for a use with less than five (5) business days provided no special facility preparation is required. The

Town Manager or designee may entertain a request for an annual or recurring sports tournament or special event, one (1) year in advance if the applicant is in good standing.

- 1.08 PAYMENT FOR RESERVATIONS:** Full deposit and payment for a reservation is due upon submission of the Facility Use Application. Payment can be made with credit card or check. Checks should be made payable to "Town of Millville."
- 1.09 PRICE OF USE:** A price is charged for the use of the facilities, and all are listed on the attached Fees for Reservations sheet8. These fees are established by the Town Council.
- 1.10 FREQUENCY AND NUMBER OF USES:** The frequency and number of uses by an applicant may be restricted to ensure a fair distribution of uses between eligible applicants and to avoid a disproportionate use by one or more applicants. A maximum use of facilities of once per month may be applied. Pickleball tournaments will be limited to once per month regardless of who reserves the courts.
- 1.11 CHANGES IN THE APPLICATION:** Any request for deviation from the completed Facility Use Application after approval is granted must be submitted in writing prior to the reservation and appropriate approvals must be obtained.
- 1.12 SETUP:** Each approved applicant is responsible for providing all the necessary setup, breakdown, and any cleanup for the use without assistance of Town employees or agents (excluding tables and chairs). All rooms used will be in the same condition as when arrived. The time to perform these activities should be included in your application and fees will be charged for this time. **The applicant is required to clean the area of trash generated. All garbage is to be disposed of in the appropriate dumpster receptacles located in the rear parking lot.** The applicant shall neither damage nor permit damage to Town property. If Town property is damaged, the applicant is required to report it to the Town Manager or designee immediately and assume responsibility. Damage fees will then be assessed and invoiced to the applicant. **Failure to practice appropriate cleanup procedures will result in an assessed cleanup fee against the applicant and may be charged against the deposit.**
- 1.13 LIABILITY INSURANCE:** All applicants must sign and submit the Indemnification and Hold Harmless Clause, Clean-up Responsibility and Liability Statement Clause. An applicant may be required to provide a certificate of insurance for certain uses. If the use is for a tournament, sporting event or special event, then the applicant shall provide the Town with a certificate of occurrence for comprehensive general liability insurance with a value of \$1,000,000. The exact wording on the certificate should be "The Town of Millville, 36404 Club House Road, Millville, DE 19967" **as an additional insured.** The certificate of insurance must be provided before the use. Additional Liability precautions may be required of an applicant.
- 1.14 MANDATED CHANGES/CANCELLATIONS:** All applicants must understand that any event or reservation can be changed or canceled at the discretion of the Town Manager or designee for any reason if the approved event or reservation interferes with any Town of Millville projects, events, or any other necessary government function. Such action may be directed at any time.

If weather conditions make playing circumstances unsafe, impractical, and/or open area or Town property vulnerable to excessive damage, the Town Manager or designee has the authority to cancel or postpone a reservation.

Neither the Town nor the approved applicant are liable for failure to perform their obligation if such failures are a result of force majeure events, including fire, flood, earthquake, storm, hurricane or

other natural disasters, wars, acts of terrorism, riot, epidemics, pandemics, or similar circumstances beyond the control of the parties.

If the Town cancels for any of the reasons listed above, all payments will be refunded.

If an approved applicant cancels for any reason **less than 10 days prior to the event** other than the force majeure events listed above, the applicant's payments/deposits will be forfeited, and the organizer's priority application privileges will be revoked for those specific dates for the following year.

- 1.15 PENALTY FOR NONCOMPLIANCE:** Noncompliance with any of these written rules either prior to, or during an event, may result in the revocation of all approved reservations or immediate reservation cancellation.
- 1.16 NON-PROFIT:** A copy of the non-profit certification may be requested to be submitted to the Town Manager along with the application.
- 1.17 LICENSE/PERMITS:** The Town may require a copy of Town, County, and/or State licenses or permits to be attached to the application.
- 1.18 EVENING RENTALS:** All evening rentals must be completed and vacate the building by 10:30 pm. There are no exceptions. Set up and clean up time must be included in rental times.

**QUESTIONS SHOULD BE DIRECTED TO THE TOWN MANAGER AT
(302) 539-0449**

Keep these rules for your information. Sign the acknowledgement that you have reviewed and will comply with all these rules and procedures in the appropriate section of the application packet.

TOWN OF MILLVILLE FACILITY USE RESERVATION FEES

Full payment and deposit are due upon submission of application – NO EXCEPTIONS

Deposit is only refunded if the area does not have to be cleaned by the Town after the event, or per section 1.14, Mandated Changes/Cancellations, of the Facility Use Application Rules.

TOWN HALL COUNCIL CHAMBERS **IF A COUNCIL PERSON OPENS AND CLOSSES AN HOA MEETING ON A SATURDAY, THERE IS NO CHARGE****

Total Fire Marshal Occupancy: 112
 Rental Hours: Monday through Saturday 8:30 a.m. till 4:30 p.m.
 → Refundable Deposit: \$100.00 (if room is left the way it was found)

Residents of Millville	No charge Monday - Friday; \$50.00 per hour on Saturday
Non-Residents	\$50.00 per hour Monday – Friday; \$100.00 per hour on Saturday
Millville HOA's	No charge Monday – Friday; \$50.00 per hour on Saturday
Non-Profit w/proof of status	No charge Monday – Friday; \$75.00 per hour on Saturday

TOWN HALL MEETING ROOM (second floor) **IF A COUNCIL PERSON OPENS AND CLOSSES AN HOA MEETING ON A SATURDAY, THERE IS NO CHARGE****

Total Fire Marshal Occupancy: 25
 Rental Hours: Monday through Friday 8:30 a.m. till 4:30 p.m.
 → Refundable Deposit: \$50.00 (if room is left the way it was found)

Residents of Millville	No charge Monday – Friday
Non-Residents	\$50.00 per hour Monday - Friday
Millville HOA's	No charge Monday – Friday
Non-Profit w/proof of status	No charge Monday – Friday

MILLVILLE COMMUNITY CENTER ASSEMBLY HALL @ EVANS PARK
72" round tables and chairs included in rental fee

Total Fire Marshal Occupancy: Total 285 (Lecture set-up)- Dinner (tables & chairs) 170
 Rental Hours: Daily 8:30 a.m. till 10:30 p.m.
 → Refundable Deposit: \$250.00 (room is to be broom clean, garbage taken out to dumpster provided and nothing is broken)

Residents of Millville	\$75.00 per hour w/2-hour minimum
Non-Residents	\$150.00 1st hour / \$100.00 per hour thereafter w/2-hour minimum
Millville HOA's	\$75.00 per hour w/2-hour minimum
Non-Profit w/proof of status	\$75.00 flat rate – 2 hours / \$50.00 per hour thereafter

EVANS PARK PICKLEBALL COURTS (TOURNAMENTS)

Rental Hours: Sunrise to 10:00 p.m.
 \$500.00 Per Day

Date(s) of Event _____ Application # _____ (Town will issue)

TOWN OF MILLVILLE REQUIRED PROVISIONS
RULES/PERMIT/ACKNOWLEDGEMENT AND COMPLIANCE

Applicant has read and agrees to comply with the rules provided in the Facility Use Application packet. The applicant agrees to abide by all provisions of the permit granted by the Town of Millville and agrees to pay all fees and costs assigned to the permit.

(*) APPLICANT'S NAME: _____ (PRINT)

(*) APPLICANT'S SIGNATURE: _____ DATE _____

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

(*) NAME OF APPLICANT: _____

(*) NAME OF ORGANIZATION: _____

(*) ACTIVITY: _____

Applicant(s) shall assume all risks incident to or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the conduct of Applicant, Applicant's operation, Applicant's employees or volunteers and Applicant's participants.

Applicant(s) and all of his/her agents, employees, volunteers, contractors, successors, and assigns hereby expressly agrees to indemnify and hold the Town of Millville, its officers, agents, employees, and representatives harmless from, for and against, any and all liabilities, claims, suits, demands, judgments, causes of action of any kind (at law or at equity), losses, costs or charges (including attorney's fees), asserted by third parties, arising at any time after the execution of this document, and related directly or indirectly to the operation and activity of Applicant and his/her agents, employees, volunteers, contractors, successors, and assigns, on Town of Millville property.

Applicant(s), and all his/her agents, employees, volunteers, contractors, successors, and assigns hereby expressly agree to indemnify and hold the Town of Millville, its officers, agents, employees, and representatives harmless from penalties for violation of any law, ordinance, or regulation affecting Applicant's activity.

(*) APPLICANT'S NAME: _____ (PRINT)

(*) APPLICANT'S SIGNATURE: _____ DATE: _____

ADDITIONAL PROVISIONS

Initial

I understand that certain facility uses require additional provisions. Should my event require additional provisions, I understand that I will be notified by the Town of Millville and will be required to provide this information prior to use approval being granted.

Additional provisions include but are not limited to field/diagram/dimensions, event layout, and additional insurance acceptable to the Town of Millville naming the Town of Millville as additional insured, Fire Marshal approval, Liquor Board approval, Town Council approval.

CLEAN UP RESPONSIBILITY AND LIABILITY

Initial

I understand that I must leave the reservation area clean and litter free by the conclusion of my reservation.

I further understand that I may be liable for any damage to the reservation area associated with my use. I must report any damage to the staff of the Town of Millville as soon as possible.

I understand that I will be assessed a charge of \$100.00 or more for clean-up of the reserved area if, in the opinion of the Town of Millville staff, it has not been left in a reasonably clean state. I understand that I will be assessed a repair charge of an amount to be determined for the repair of damages to the reserved area resulting from my use. I agree to pay all clean-up and repair fees assessed on me.

LOCAL ORDINANCE COMPLIANCE

Initial

Applicant agrees to comply with the provisions of **all** applicable ordinances of the Town of Millville. I have read this disclosure and will comply with **all** provisions of the ordinances of the Town of Millville. All tournament, event directors, promoters and Applicant will be responsible for enforcing **all** Town facilities policies, including no smoking and, unless expressly permitted by the Town, no alcohol.

MANDATED CHANGES/CANCELLATIONS

Initial

Applicant understands that any use/event or use/event date can be changed or canceled at the direction of the Town Manager or their designee if the approved event interferes with a necessary governmental function or any other reason deemed appropriate. Such action may be directed at any time.

APPLICANT HAS READ AND AGREES TO COMPLY WITH THE ABOVE ADDITIONAL PROVISIONS.

(*) **APPLICANT'S NAME:** _____ (PRINT)

(*) **APPLICANT'S SIGNATURE:** _____ **DATE** _____

Date(s) of Event _____ **Application #** _____
(Town will issue)

TOWN OF MILLVILLE FACILITY USE APPLICATION
Items with (*) must be answered

(*) Town of Millville Facilities: (check one)

- _____ **Town Hall Council Chambers**
_____ **Town Hall Meeting Room (second floor)**
_____ **Millville Community Center at Evans Park**

FULL PAYMENT AND DEPOSIT ARE DUE UPON APPLICATION SUBMISSION.

Return the fully completed application, deposit and payment to: Town of Millville, ATTN: Town Manager, 36404 Club House Road, Millville, DE 19967.

Please initial one of the following:

Deposit to be returned via mail to client _____

Deposit to be shredded by the Town _____

NOTE: Deposit is only refunded if the area is left broom clean, nothing is broken and all garbage is removed and deposited in the dumpsters provided outside or as noted in Section 1.14, Mandated Changes/Cancellations in the "Facility Use Application Rules."

This is an application for use and is not a permit of use. No guarantee of availability is made or implied by the acceptance of the application. This application must be completed and returned to the Town Manager as determined in section 1.05 Application Procedure in the application rules. Any misrepresentation in the application or deviation from the final agreed upon application may result in immediate revocation of the facility use application approval. Applicant's attention is directed to the accompanying information packet, entitled "Facility Use Application Rules."

All questions on the "Facility Use Application" must be fully answered. "Same as last year" or similar comment is not an acceptable response. If a question does not apply, please write "N/A" in that space. The application will be returned to the applicant if the information is incomplete. Please type or print the information clearly. You may attach additional sheets, as necessary.

(*) Applicant's Name _____

(*) Company Name (If Applicable): _____

(*) Primary Address: _____

(*) Millville Property Address (If Applicable): _____

(*) Phone # (H): _____ Phone # (W): _____ Cell # _____

Company Phone # _____ Fax# _____

(*) Email Address: _____

Contact Person (if different then applicant):

_____ EMAIL _____

(*) Estimated Number of Participants _____

(*) Requested Date(S) of Use: _____ (*) Requested Times: _____

Description of Use (Circle): Tournament Sports Clinic Special Event/Other (Please Describe):

Title Of Tournament or Event (If Applicable): _____

Is This Primarily a Youth Event (Under 21)? Yes _____ No _____ If Yes, Chaperones Are Required.

Check If Requested Use of Audio/Video For:

_____ Town Hall Council Chambers _____ Town Hall Meeting Room (Floor) _____ Millville Community Center

You must provide your own USB cord and PC.

(*) Charging Participant Fee? Yes _____ No _____ Amount \$ _____

(*) Charging Admission Fee? Yes _____ No _____ Amount \$ _____

Using Vendors? Type _____ Number of Vendors _____

Fully Describe the Intended Use/Event and All Proposed Activities:

If required, Describe Crowd Control Procedures You Intend to Employ:

Describe Any Special Parking/Traffic Needs or Considerations
(Additional Charges May Be Assessed):

If required, Have Arrangements Been Made for Medical Assistance? If so, What Type?

What Provisions Will Be Made for Collection of Solid Wastes, Including Trash, Garbage and Recyclables?

Evans Park Outdoor Facilities Offer Two (2) Restrooms. What Provisions Will Be Made for Participants Above and Beyond Provided Facilities?

Describe Any Proposed Food/Merchandise/Sale Distribution or Items:

Name of Caterer if Applicable _____

List All Sponsors Associated with Your Use/Event:

Do You Expect Spectators at Your Use/Event? _____ If Yes, How Many? _____

Do You Have Special Electrical Needs? Please Describe

List Additional Comments And/or Requests Not Covered in This Application:

Games Of Chance, Raffles, 50/50, etc.:

- **Applicant Must Obtain Proper Permitting from The Division of Professional Regulations to Host Events Participating in Gaming/Gambling.**

Date Of License: _____

Copy Attached_____

Alcoholic Beverages (Millville Community Center at Evans Park):

- **In The Event Alcoholic Beverages Will Be Sold in The Community Center, Applicant May Be Required to Obtain a Gathering License Issued by The Alcoholic Beverage Control Commission (ABC).**

Date Of License: _____

Copy Attached_____

(*) **Applicant:** _____ **Date:** _____
(Printed Name)

(*) **Signature:** _____ **Date** _____

For Town Use Only (Give copy of below to Finance)

GROUP NAME: _____

Date Received: _____

Which Facility Requested: _____

Date of Event: _____

Cost of Use: \$ _____ Ck# _____

Deposit: \$ _____ Ck# _____

Deposit to be returned via mail to client _____

Deposit to be shredded by the Town _____

All Fees Attached: Yes _____ No _____ Non-Profit _____

All Required Permits Attached: Yes _____ No _____ Not Applicable _____

Proof Of Non-Profit Status (If Applicable): Yes _____ No _____ Not Applicable _____

4 Initials Obtained _____

4 Signatures Obtained _____

Approved _____

Denied _____

Date Returned _____

Reviewed By: _____ Signature: _____