



MARTIN LUTHER KING, JR. COMMUNITY CENTER

Facility Rental Policy

Community Services Department – Recreation Division
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A. MLKCC FACILITY RENTAL PURPOSE STATEMENT

The MLKCC is a facility that is dedicated to providing affordable recreational and leisure opportunities for people of all ages by developing diverse programs and services that encourages citizen involvement and a strong active community while striving to promote the social, cultural, and healthy lifestyles of its residents and visitors. When not in use for the Center's own classes and programs, the MLKCC's 19,586-square-foot facility is available for private rental. The policies, rules, and regulations detailed in this guide are in place to help govern the use of the facility in order to provide a safe and enjoyable atmosphere for our residents, visitors, and staff.

The City of Muskogee MLKCC Mission Statement is to offer affordable recreational and leisure opportunities for all ages by developing diverse programs and services that encourages citizen involvement and a strong active community while striving to promote the social, cultural, and healthy lifestyles of its residents and visitors.

B. FACILITY RENTAL POLICIES AND PROCEDURES

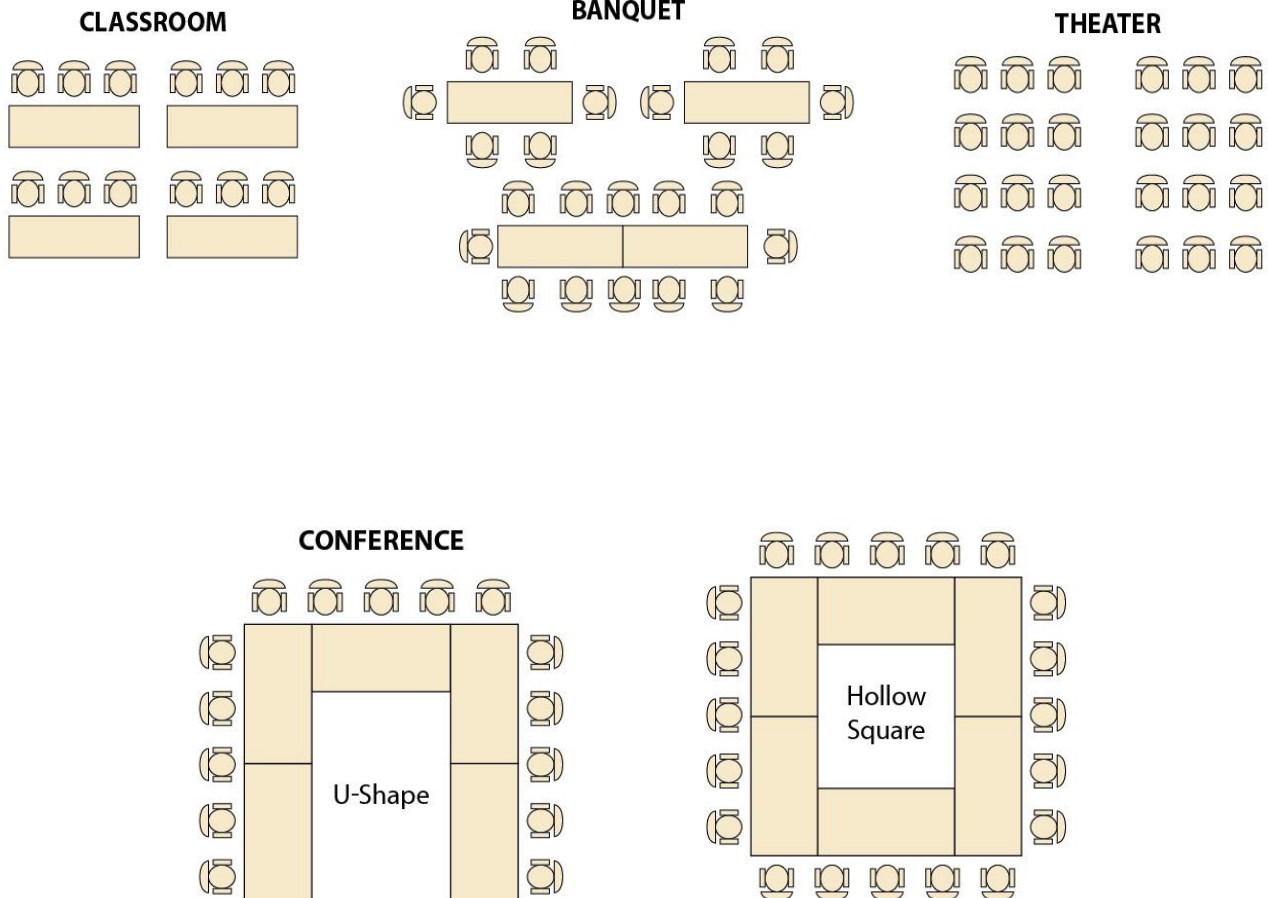
1. All reservations must be made in person at the MLKCC. A reservation can be tentatively reserved for 24 hours. After the 24 hours the rental will be dropped from the system. To book the rental permanently, 2 hours of the rental will be collected as a down payment.
2. All reservations must be made by a responsible person who is 21 years of age or older and someone who will serve as the main contact for center staff.
3. The responsible person must be onsite at all times during the reservation. All rental usage of the MLKCC must be under competent, adult supervision with the responsible person assuming full responsibility for any damage to the facility or equipment. For wedding receptions, the responsible person should be someone other than the bride or groom, if they will be leaving before the end of the party. If the bride or groom signs the paperwork, they must assign another person to be the responsible party the evening of the reception. The responsible person must inform the Facility Manager as to who will be taking responsibility two weeks prior to the event.
4. A two-hour minimum reservation is required, per room. Hours may vary and the event can go until 12 am (midnight). All classroom reservations are available throughout the week.
5. Accepted forms of payment are cash, cashier's check, money order, business check, or credit/debit card. A security/damage deposit will be collected when the reservation is booked.
6. A reservation can be made up to one calendar year in advance. Reservations are on a first-come, first-served basis.
7. Reservations less than 2 months must be paid in-full at the time the reservations are made and the responsible person is subject to the immediate acceptance of all policies contained within this document.
8. Fees are subject to change with or without notice, at any time. Rate changes are not retroactive.
9. For all reservations, a mandatory meeting with the Facility Manager or designee will be made within 21 days of the reservation (through the Facility Manager), but no less than 3 months before the

reservation date. The purpose of this meeting is to review rental policies and procedures, determine room set-up, and discuss any other special requests.

10. Staff will work with the responsible person to ensure that all rules and regulations are adhered to and that all clean-up responsibilities are completed.
11. The City of Muskogee is not responsible for personal equipment or items left in the facility. Items belonging to the responsible person and/or guests cannot be left overnight in the facility except as stipulated in Section C, Number 4 (f) of this policy.
12. The responsible person will be held responsible for the actions of all reservation attendees, including children. For their safety, please enforce the following rules:
 - Children must not be left unattended in any of the rooms of the MLKCC and are to be under adult supervision at all times.
 - It is the responsibility of the responsible person to be sure proper supervision and conduct takes place.
13. Animals are not allowed inside the facility or courtyard except for certified guide animals.
14. **SMOKING IS NOT PERMITTED INSIDE THE FACILITY OR ON THE GROUNDS PER CITY ORDINANCE.** The responsible person is responsible for enforcement of the *no smoking* policy. Damages that occur as a result of violating this ordinance will be charged, with or without notice, to the permit holder's damage/security deposit credit card on file.
15. Failure to adhere to or enforce policies will result in forfeiture of part or all of the damage/security deposit, as determined by the Facility Manager or designee.

C. FACILITY RENTAL RATES AND INFORMATION

1. ROOM CAPACITIES/OCCUPANCY, RATES, AND SET-UP EXAMPLES



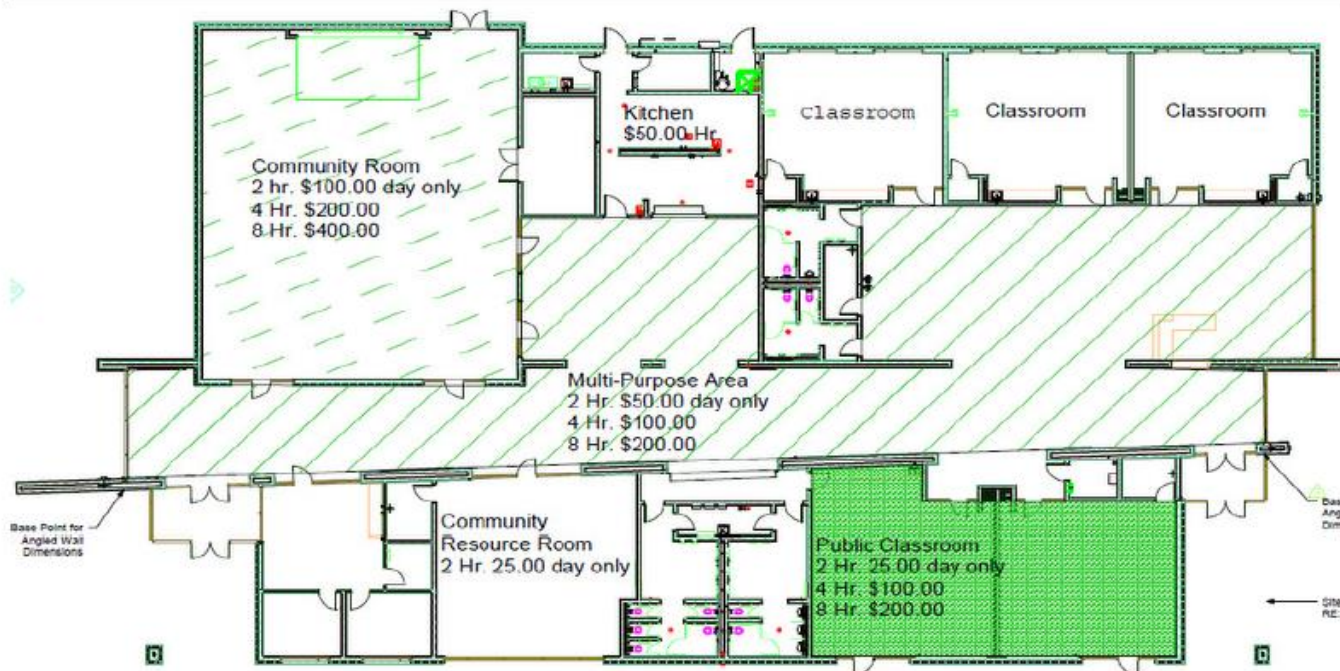


Martin Luther King Community Center



Deposit	Room Name	Cost			
		8 Hour	4 Hour	2 Hour	OT HR
\$200.00	Community Room (200)	\$ 400.00	\$ 200.00	\$ 100.00	\$ 100.00
\$50.00	Multi-Purpose Area	\$ 200.00	\$ 100.00	\$ 50.00	\$ 50.00
\$100.00	Public Classroom (32 x 2)	\$ 100.00	\$ 50.00	\$ 25.00	\$ 50.00
\$100.00	Kitchen	\$ 400.00	\$ 200.00	\$ 50.00	\$ 100.00
	Community Resource Room (34)	N/A	\$ 75.00	\$ 25.00	N/A

There will be no deposit required for 2 hour meetings during the normal day time opening hours of the Martin Luther King Center. Annually a calendar will be adopted by the Facility Board which will define days outside normal operations which are subject to increased rental rates as defined as extended 15% and prime 25%. Reservations cannot be made for a room more than one year in advance.



* Prime rates is set up to be weekend rates requiring overtime hours of staff

* Extended rate is set a period of time which is a peak rental period for holidays and special occations

Note the Fire Code (Section 107.6 Overcrowding) states the following:

Overcrowding or admittance of any person beyond the approved capacity of a building or portion thereof shall not be allowed. The Fire Code Official, upon finding any overcrowding conditions or obstructions of aisles, passageways, or other means of egress, or upon finding any condition which constitutes a life safety hazard, shall be authorized to cause the event to be stopped until such condition or obstruction is corrected.

The Fire Department will be conducting random inspections throughout the year. If your rental is exceeding the maximum occupants during your rental time; you may have your rental shut down (with no refund), delayed (with no time added on) or cited with a fine.

2. SET-UP

- a) MLKCC staff will perform a one-time set-up of the room, per the set-up (TABLE OR CHAIRS) requested by the responsible person ahead of time. If a different set-up is needed for the rental, the responsible person will be responsible for rearranging the room or otherwise changing the set-up themselves.
- b) If extra time is needed by the responsible person for decorating or bringing in materials and food, or after the reservation for clean-up and tear-down, additional hours, if available, may be added to the reservation. For a half day or partial day a one hour of set-up/clean-up time is \$25. If additional time is needed beyond one hour, the charge for additional hours will be at the regular room rate.
- c) Furniture and/or equipment are not to be moved into or out of the room(s) without the permission of the Facility Manager or designee. Rooms are to be returned to their original set-up at the conclusion of every event, unless otherwise stated, in writing, by the Facility Manager or designee.
- d) If tables are allowed to be moved, they should not be dragged across floors, but should be picked up and carried by two or more people. The responsible person will be charged 100% of the repair and/or replacement cost of a broken table, and/or to repair scratches to the floors or any damage to carpets. This amount will be charged, within 10 business days, with or without notice, to the permit holder's damage/security deposit credit card on file.

3. CLEAN-UP

- a. Upon completion of the reservation, the room must be left clean. If it is not, and staff must clean up, the fee will be \$25 per hour. If extra time is needed by the responsible person after the reservation for clean-up and tear-down, additional hours, if available, may be added. The fee for one hour of set-up/clean-up time is \$25. If additional time is needed beyond one hour, the charge for additional hours will be at the regular room rate.
- b) Cleaning includes, but is not limited to: removing all decorations, clearing off tabletops, removing table coverings and wiping down all tables; sweeping spills or messes from floors; wiping off chairs and placing them under the tables or against the walls; and disposing of all trash and recyclables into proper receptacles. In addition, all blinds on windows must be closed and lights turned off upon exiting the room.
- c) Paper towels, trash bags, broom, dustpan, mop, and other basic cleaning supplies may be checked out from MLKCC staff.
- d) Liquid waste may not be placed in any trash container. Soda cans and water bottles must be emptied before being placed into any trash containers.
- e) All clean-up must be completed prior to the responsible person vacating the premises. A MLKCC staff person will perform a room inspection with the responsible person upon completion of the reservation. If the room is left unclean, damaged, or if there is any missing or damaged equipment, the responsible person will be charged for the damages. This amount will be charged to the permit holder's damage/security deposit credit card on file with or without notice.

4. EQUIPMENT

- a) The classrooms have a white board and a screen that may be used during the reservation. Only dry-erase markers are allowed on the white board. Do not use other markers of any kind.
- b) Do not use any type of markers that will bleed through paper and onto the tables. Any damage to the tables, white board, and/or projector and screen will be charged, with or without notice, to the permit holder's damage/security deposit credit card on file.
- c) It is the responsibility of the responsible person to provide all items needed for the reservation. Supplemental supplies (markers, pens/pencils, paper) and disposable items (plates, napkins, cups, utensils, table-coverings) are not provided.
- d) It is the responsibility of the responsible person to obtain permission from the Facility Manager or designee if equipment is going to be rented from an outside vendor for the reservation. The responsible person is responsible for making arrangements to meet the vendor at the MLKCC to accept the deliveries. Facility staff will not sign for outside rental items and the staff will not be responsible for items while they are on the premises.
- e) It is the responsibility of the responsible person to inform rental companies that items must be picked up within 24 hours of the rental, except on the weekends, when items must be picked up no later than noon on the Monday after the facility use.

5. DAMAGE/SECURITY DEPOSIT

The permit holder is required to provide a security deposit at the time of booking the reservation.

- a) City-sponsored groups affiliated with the municipal government and boards are not required to pay a deposit.
- b) Deposits are secured with a valid Visa, MasterCard or debit card, organization and/or business check, cash cashier's check, or money order.
- c) All debit or credit card numbers that are submitted towards a damage/security deposit will be shredded 10 business days after the reservation.
- d) If damage occurred or a violation was assessed, the permit holder will be notified of the amount of money being charged and the reason. The debit/credit card will only be charged for the amount appropriate to correct the problem.
- e) Major damage inside the MLKCC or outside caused during the reservation will result in the forfeiture of the security deposit and additional charges will be incurred, as needed, with or without notice. Examples of major damage include, but are not limited to: fire, structural damage, vandalism, or a gross violation of the rules and regulations contained in this document. Please note that several attempts will be made and documented to inform the renter of the damages before processing the payment.
- f) If someone in the reservation party sets off the fire alarm or damages any alarm, the permit holder will be charged for parts and labor for installation and the cost of the alarm company to come out to reset the alarm. This amount may be substantial and will be charged to the permit holder's damage/security deposit credit card on file.

6. REFUNDS

In case of cancellation, the refund policy is as follows: The Facility Manager or designees are notified by the responsible person (through a written letter or via email):

- Less than 1 month prior to the event, will not receive a refund.
- 2 to 6 months prior to the event, 50% of the deposit will be refunded.
- 7 to 9 months prior to the event, 75% of the deposit will be refunded.

7. CATERING GUIDELINES

The MLKCC has a commercial kitchen. Rental groups can also bring pre-prepared food into the kitchen to plate, store, warm or cool.

- a) The kitchen must be reserved and paid for or it will remain locked at all times.
- b) It is the renter's responsibility when renting the kitchen to provide their own pots and pans, utensils, dishcloths, soap and anything else needed. The Center provides nothing more than working space and appliances.
- c) All groups using the kitchen facilities, including renters, are responsible for the thorough clean-up of this area. This involves wiping all counter space/appliances with water and drying with a

- clean cloth and sweeping and mopping the floor (broom, mop and bucket provided by Center). All trash is to be placed in dumpsters, and all possessions are to be removed from the facility.
- d) Caterers are not permitted to cook in the kitchen; their food must come pre-prepared.
 - e) MLKCC staff will not assist with any delivery, serving, set-up, or clean-up of food/beverages.

8. ALCOHOL

If alcohol is to be served, all necessary permits must be obtained.

*****NO ALCOHOL CAN BE SERVED UNTIL THE ARRIVAL OF THE OFF-DUTY POLICE OFFICERS.*****

The following is a list of guidelines observed when scheduling an Off-Duty Officer for events.

1. Officers are selected on a rotating basis from the City of Muskogee Police Department Available Off-Duty Officers List.
2. When an event is having alcohol, there needs to be two officers assigned for either one room or two rooms being rented. If renting the entire multi-purpose room, then three officers will be required. **One or more officer(s) must be present for the entire rental time until the facility is vacated and closed and one or more assigned officer(s) must be present the entire time the alcohol is being served.**
3. Officers must be scheduled through the FOP Muskogee Police Station at least two months before the date of the event. If the responsible party fails to secure the appropriate officer(s), the alcohol permit will be revoked and no alcohol will be allowed on the premises for the rental.
4. Please call the FOP to schedule officers, arrange payment, and for additional information. Fees are subject to change. In the case of cancellation, the Muskogee Police Department and the City of Muskogee will need to be notified. If the responsible party fails to do so and an officer arrives, the two-hour minimum charge will be deducted from the refund.
5. A minimum of two hours is required per officer.
6. Fees must be paid at the time of scheduling the officer.

***OFF-DUTY OFFICERS' DUTIES**

- The officer(s) before the event will introduce themselves to staff and the responsible person at the event.
- The officer(s) will introduce themselves to the bartender and additional servers, verifying that they are the approved persons whose photo IDs are on file. They will make contact with the bartender at least every hour during the rental.
- The officer(s) will actively patrol the MLKCC, both inside the building, Multipurpose Room, backstage, back hallways, loading area and courtyard) and the outside of the building at least every 30 minutes.
- The officer(s) will enforce policies: underage drinking, no smoking, and any other illegal infractions committed by patrons.
- The officer(s) on assignment will secure the area, enforce the "No Smoking" policies, and assist facility staff as needed.
- The officers(s), as well as facility staff, will notify the responsible party and the person serving alcohol that control has to be implemented at the bar when drinking is getting out of hand and guests are obviously intoxicated. Officers will ask guests to leave the premises if conduct gets out of hand.
- The officer(s) will monitor, by sight, the approximate number of guests and, if that number looks to be exceeding room capacity, will work with MLKCC staff at the event to contact the Fire Department.
- The officer(s) will monitor the crowd's general behavior in order to prevent issues before they occur.
- The officer(s) working the rentals have the discretion to shut down any rental if they feel the ordinances of the City or the rules of the agency are being misconstrued.

9. FUNDRAISERS

Charitable events or fundraisers are welcome at the MLKCC

10. DECORATIONS

Decorating of the rooms being rented is allowed. However, there are a few guidelines in place to ensure that the MLKCC continues to be aesthetically pleasing to all.

- a) No nails, staples, duct/scotch tape or other fastening devices may be used on any walls, floors, ceilings, moldings, counters, or furniture. Only painter's masking tape can be used on the walls. All tape must be removed immediately after use. If any adhesive from the tape sticks to the surface, a charge will be assessed to remove it. Written permission must be given by the Facility Manager or designee prior to the use of any type of adhesive. This permission can be obtained during the pre-reservation meeting.
- b) Helium balloons in all classrooms must have at least a 20-foot string so they are easy to remove. All balloons must be removed at the conclusion of the event from the ceiling and floors. There will be a \$50 removal charge for balloons that float to an unattainable height. This amount will be charged to the permit holder's damage/security deposit credit card on file.
- c) The responsible person must provide their own equipment and supplies needed for decorating the facility.
- d) Glitter and confetti are not allowed in any rooms or in the courtyard at the MLKCC. Curling ribbon can be used in place of glitter, but must be completely picked up upon conclusion of the reservation.
- e) Tables used for food service or for an extremely messy activities are required to be covered (Tablecloths are not provided by the MLKCC). Cloth, plastic, or paper cloths with plastic backing can be used. The size of the tables are 96" x 30" (8 feet), 30" X 60", 36" X 36", round tables 72" diameter (6 feet), and 36" café tables.
- f) Fog or smoke machines are not permitted as these machines set off the smoke alarms. If used, the permit holder will be charged for the cost of the alarm company to come out to check and reset the alarm. This amount may be substantial, and will be charged to the permit holder's damage/security deposit credit card on file.
- g) No items can be hung from the ceiling.
- h) Trash cans will not be used to hold beverages, kegs or other items other than trash.

11. CONCLUSION

It is the responsibility of the responsible person to relay all rules and regulations regarding the reservation to their entire group. Failure to adhere to the rules and regulations outlined in this document may result in expulsion of the responsible person and all attendees of the reservation, and forfeiture of the entire damage/security deposit, as well as forfeiture of any future use of the facility. Any expense incurred by the City for repairs, damaged equipment, facility damage, stains or marks on furniture, floors or walls will be charged to the permit holder's damage/security deposit credit card on file.

This document is by no means an exhaustive list. The Facility Manager or designee maintains the right to implement changes and additional rules/regulations, except as indicated, to any reservation as needed, in order to ensure the safety and security of City staff, guests, and the facility.

12. KEY NOTES OR ARRANGEMENTS

The terms and conditions contained in the MLKCC Facility Rental Policy have been explained to me. By signing this page, I attest that I have read, understand and agree to all the terms as written.

RESPONSIBLE PERSON (Please Print) DATE

FACILITY MANAGER OR DESIGNEE (Please Print) DATE

RESPONSIBLE PERSON (Signature) DATE

FACILITY MANAGER OR DESIGNEE (Signature) DATE