

OXFORD COMMUNITY CENTER'S RENTAL POLICIES 2023

The mission of the Oxford Community Center (OCC) is to provide a welcoming place where area residents and visitors of all ages can participate in programs and activities that enrich community life. In keeping with this mission OCC, when not in use for OCC sponsored or co-sponsored activities, will be made available for a fee to groups or individuals for events and activities on a basis consistent with its mission, rules and regulations.

The purpose of this document is to provide consistent policies and guidelines for Lessees and users so as to provide a safe and quality experience while using OCC facilities.

OCC will not be made available to any individual, group or organization that promotes discrimination, or has a record of discrimination on the basis of race, creed, color, national origin, gender, marital status, age, sexual orientation or the presence of any sensory, mental or physical disability. Permission to use the facility does not constitute or imply an endorsement or sponsorship of any event, organization, or philosophy.

OCC rental policies and procedures are subject to periodic review. The policies and procedures in place at the time of the signing of the Rental Agreement will govern.

OCC retains control and management of OCC at all times, shall have the right at all times to enforce all rules and regulations described herein, and shall have the right to eject all persons who fail or refuse to comply with the rules and regulations. OCC representatives responsible for management and maintenance of OCC shall have the right to access the facility at any time during any event.

Rental fees will be reviewed on an annual basis with consideration given to:

- the service needs of the community
- the facility target user market
- competitive and reasonable rental rates
- operational costs and the need for future capital repairs and improvements

Rental Space Available

The Oxford Community Center is a former schoolhouse, built in 1928. Facilities include a main Auditorium with stage and classrooms off of the Auditorium or hallways. One of these classrooms (#3) has been developed as a hospitality room with a bar and easy access to the full kitchen and side patio. The Ladies and Men's restrooms both have handicap facilities. In addition, there is a fully accessible Family restroom. The Auditorium, Hospitality Room & Patio, four Classrooms and the Kitchen are available to rent.

The **Auditorium** is the central room of the building and has a stage, 3 large palladium windows with motorized shades, sound and light systems loft, and seating for 198 theater style or up to 150 for dining (depending upon table configuration). Theater seating, banquet seating or open space are all considered standard set-up, which also includes the use of microphone (fixed and/or wireless), podium, projector and basic lighting.

Room 2 has north and east facing windows with manual shades, one wall of blackboards, a wall of corkboard, a pull down 6' x 6' video screen, Wi-Fi, rear counters, and an exterior door. Seating capacity is 50 depending upon room setup.

Room 3 (Hospitality) has west facing windows, a full wall counter, and a built in bar. French doors lead to the Passano / Phillips patio and west lawn. Room 3 also has direct access to the kitchen. Seating capacity is 40 depending upon room setup. (Coffee supplies are available at an additional charge).

Room 4 has east facing windows, cork boards, a full wall counter and a sink. Seating capacity is 50 depending upon room setup. This room is used as a Meeting Room and can accommodate Arts & Crafts.

Room 5 has south and west facing windows, a blackboard, and 4 make-up areas with shelf, stools, mirror and lights. Seating capacity is 50 depending upon room setup. This room generally used as dressing room or green room.

Kitchen has west facing windows and is equipped with double convection ovens, gas stove, refrigerator, clean-up sink and commercial dishwasher, microwave, prep areas, and a triple sink. Dishes, glassware and cooking pans and utensils are also available.

Parking and Accessibility

OCC parking is provided along the front drive and in the parking lot behind the Center. Multiple events may be conducted simultaneously at OCC and parking lot availability cannot be guaranteed unless full building is rented.

No parking is permitted on lawn areas. Overflow street parking is available.

Two designated handicap parking spaces are provided in front of the building. Two designated Hybrid car parking spaces are provided in the rear parking lot. Handicap ramps are available at the main front entrance and at the rear entrances.

Fire lanes must be kept open for police, fire, ambulance and other emergency units at all times.

OCC shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on OCC premises. Guests who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

Reservations

Individuals or organizations interested in renting space must contact OCC to determine date availability and complete a Rental Agreement. No reservations/contracts will be accepted from anyone under the age of 21. Reservations are on a first-paid, first-served basis. There is no guarantee of availability until a signed Rental Agreement and Rental Policy is completed and fully executed and the Rental Deposit and Security Deposit received. OCC reserves the right to refuse any rental request.

Time of Events – Operating Hours

OCC reserves the right to regulate the time, place and manner of proposed activities in its facilities after considering all applicable factors and interests. The terms “set up” or “tear down” shall include the use of OCC for moving in and out in preparation of the OCC for performance of an Event. The hours for set up and tear down shall be included in the rental period, shall be specified in the Rental Agreement and will be at the discretion of OCC.

Rental Deposit & Payment Schedule

Rental fees of \$100 or less must be paid in full at contract signing. For all rental fees in excess of \$100 a non-refundable deposit of 25% of the total room rental is required at time of contract signing to hold the rental.

Full payment of rental room fees is required no later than thirty (30) days prior to the event date. If contract signing is less than thirty (30) days prior to rental begin date full payment is due at contract signing, regardless of total rental fee amount.

OCC accepts personal, business or cashier checks, credit cards or money order. A 3% processing fee is added for credit card payments.

Security/Damage Deposit

To the extent there is damage, missing items or failure to properly clean, the Lessee shall be responsible for all costs incurred by OCC in repairing, restoring, replacing and cleaning (including the cost of recharging the fire sprinkler system in the oven hood resulting from a failure to operate the hood fan as directed). Therefore the Lessee will be required to post a Security/Damage Deposit to defray the cost of damage repairs or replacement and/or excessive clean up (see Clean Up later in this document).

The Security/Damage Deposit of \$200 or 25% of rental fee, whichever one is greater, is due at time of contract signing. The Security/Damage Deposit should be paid separately either in separate check or credit card. The checks will be deposited upon receipt.

OCC will return security deposit to the Lessee within 15 days of the rental if the facility and property are left in a clean state and there are no damages or other outstanding charges to be deducted.

Security/Damage Deposits may not be credited toward room use fees.

All costs deemed necessary and incurred by OCC for replacement, repair or cleaning caused on behalf of the Lessee and in excess of the Security/Damage Deposit will be billed to the Lessee within ten (10) working days after the event. Payment must be made within fifteen (15) days after receipt of billing.

Bad Check Policy

Lessee will be assessed the actual return fees charged to OCC if checks are returned by the bank for any reason. Lessee will then be required to make payment with certified funds. The Event will not be held until certified funds are received. Reservations for any additional Events previously scheduled are also subject to cancellation. In its sole discretion, OCC may refuse to rent to any prospective Lessee who, at any time, failed to make full payment in sufficient funds to OCC within 30 calendar days after the date of invoice.

Cancellation Policy

If OCC cancels the Rental Agreement due to a declared or impending inclement weather or for any unforeseen reason (such as power or water outage, flooding, fire, Covid protocols etc.), all monies paid to OCC by the Lessee shall be refunded. Any liability of OCC shall be limited to the fees paid by the Lessee. If Lessee desires to re-schedule on an alternative date due to such a cancellation by OCC, OCC will make every attempt to re-schedule based on availability, but cannot guarantee that an alternative date will be available.

If Lessee cancels due to Covid safety protocols, all monies will be refunded. If Lessee cancels for other reasons the Rental Agreement the following refund and administrative fee schedule will be followed:

- For cancellations made more than 120 days prior to the event, the Rental Fee less a 10% administration fee will be refunded.
- For cancellations made 90 days prior to the event, the Rental Fee less a 20% administration fee will be refunded.
- For cancellations made 60 days prior to the event, the Rental Fee less a 30% administration fee will be refunded.
- For cancellations made less than 30 days prior to the event, there will be no refund of the Rental Fee.
- Regardless of the cancellation timing, the full Security Deposit will be refunded.

If Lessee requests a date change, OCC will make every effort to accommodate the request based on availability. An Administrative Fee of 10% of the Rental Fee will be charged for such a change of date.

Planning Meeting

As deemed necessary by OCC, planning meetings will be conducted for certain events. These meetings shall be scheduled on an agreed upon date and time. All planning meetings must take place no later than three (3) weeks prior to Lessee's scheduled Event. For events with over 50 attendees, the planning meeting is mandatory. For lessees using the kitchen equipment, the meeting is mandatory.

Floor Diagrams / Area Plans

Lessees shall submit floor / area plans to OCC at least thirty (30) days in advance of event. The plan should include decorations, dimensions and location of all tables and chairs, booths, tents, etc. OCC will work with each Lessee on specific needs and requirements to ensure compliance with fire safety standards and facility requirements.

Decorations and Alterations

All decorating and alteration plans must be submitted and approved by OCC a minimum of thirty (30) days prior to an event. The use of nails, screws, tape, tacks or other fasteners is strictly prohibited of any wall, door, ceiling or other surface. Painters tape is allowed to affix decorations.

No objects are to be suspended or attached to ceilings, walls, floors or windows without prior written approval from OCC. Except for Sterno and candles no other open flames are permitted. All candles must be within enclosed holders (such as votive or hurricane). Rice, confetti, etc. is not permitted inside the building or on the grounds.

Lessee shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of OCC. Lessee must remove all decorating and advertising materials immediately following the event or custodial charges will apply.

Personal Property and Deliveries, Storage and Removal of Materials

Deliveries will not be accepted by any OCC employee or representative for any event or Lessee unless Lessee makes prior arrangements with OCC. All articles, equipment, exhibits, displays or materials shall be brought into OCC only at such hours as designated by the Rental Agreement. All such personal and event materials brought into OCC must be removed from the premises at the end of the event. Lessee may not store such personal or other event materials at OCC prior to or following the event, without prior OCC permission. Lessee assumes all responsibility for any goods or material which may be placed in OCC before, during, or after an Event. Any personal property left in the Building by the Lessee or its invitees may be sold or otherwise disposed of if the Lessee does not remove such property within 5 days after notice is given by OCC.

Food Service / Event Catering

If Lessee chooses to cater the Event, Lessee may use the caterer of its choice. However, OCC must be supplied with a current copy of the caterer's business license, Talbot County Health Certificate, and insurance prior to the event. Food service on OCC's premises shall meet the general health standards of the Talbot County Health Department. OCC maintains a list of preferred caterers familiar with its facilities. If Lessee chooses to use a caterer not on the list, the caterer will be required to meet with OCC in advance to receive a kitchen policy and equipment orientation.

Smoking

No smoking of any kind is permitted within OCC, on the patio or porch, or within 25 feet of the building.

Alcoholic Beverages

OCC holds its own liquor license and all alcohol beverage service must be in compliance with the rules and regulations of that license and the Talbot County Liquor Control Board.

Alcohol consumption must be defined in the Rental Agreement and details determined (such as location, time, whether alcohol is to be sold or provided as a courtesy, security plan, if appropriate, bartender certification needed, etc.) during planning meetings with OCC. If alcohol is to be SOLD, or if admission is to be charged to the event being held at OCC includes alcohol, Lessee must garner their own liquor license.

If alcohol is to be sold (either directly as in a cash bar or through admission charged to the event), the Lessee must provide a copy of their own liquor license. This license must be prominently displayed on the bar. Only persons with current TIPs certification in Talbot County may serve alcohol at the event. A copy of the individual's TIPs certification must be provided to OCC no later than seven (7) days prior to the rental. No self-serve arrangements will be permitted. Lessee can bring in their own alcohol and serve under their own liquor license. All unconsumed alcohol must be removed from OCC premises at the conclusion of the event.

If the event is to be catered, alcohol may be provided and served by the caterer under its current caterer's endorsement alcohol license in Talbot County, so long as a copy of such license has been given to OCC in advance. The caterer must still comply with Talbot County's Alcohol Control Board and utilize TIPs certified bartenders under their license.

In all cases where alcohol is to be served during a rental, no alcoholic beverages shall be served to any person less than 21 years of age and no alcoholic beverages shall be served or consumed outside of the building or the patio unless discussed and approved by OCC prior to the event.

If the event **does not involve the SALE** of alcohol (as defined by the Talbot County Alcohol Control Board), the lessee may obtain its alcohol at retail and bring it to OCC. All unconsumed alcohol must be removed from OCC premises at the conclusion of the event. TIPs certified bartenders are not necessary.

When there is liquor, there is liability – so for any event serving alcohol – A One-Day Event insurance policy including liquor liability must be added to the rental agreement. A copy of the event insurance is due seven (7) days prior to the event. At no time are alcoholic beverage being served at a rental event under OCC's insurance or liquor license.

If the lessee fails to disclose that alcohol is to be sold, served or otherwise made available, the lessee and any persons involved with such service will be subject to legal action at the discretion of the Oxford Police Department or the Talbot County Board of Liquor License.

Clean-up Guidelines

The Lessee shall return the rental space and all other portions of the Building utilized by the Lessee and its invitees during the rental period in the same condition they were in immediately prior to the rental.

Lessee is responsible for leaving the facility in a tidy and orderly condition.

- Tables and chairs should be wiped off and cleaned of any spills or food residue.
- Floor spills should be wiped up and, if necessary, floors should be swept.
- All refuse and re-cycling must be gathered and placed in the proper containers. No trash should be mixed with the re-cycling.
- The geothermal HVAC is a highly sophisticated system. The Auditorium thermostat is computer controlled and will be set by OCC in advance of the event. Other rooms have individual thermostats that may be adjusted by the Lessee's designated event manager, but should be re-

set to the original setting before leaving the premises. If OCC dishes, glassware and/or silverware are used they should be run through the dishwasher, dried and returned to the appropriate storage area. The dishwasher should be off.

- All water, lights and ceiling fans should be turned off.
- All windows closed and locked.
- All doors locked.

Operation instructions for equipment and lights will be given during the rental planning meeting. Any excessive cleaning and/or damages will be deducted from the Security/Damage Deposit or billed as necessary.

Building Access

An authorized OCC representative will open and close the building based on the rental agreement.

Accident Reporting and Management

All accidents must be reported to OCC as soon as possible, but not later than the next business day. Reports must include:

- Name, address and telephone number of the injured person or persons.
- Name, address and telephone number of any witnesses.
- A description of the accident (how, when, and where it happened).
- A description of the extent of bodily injury or property damage.

In the case of an accident or emergency, and if OCC deems it necessary, lessee agrees to cooperate with the authorities and in the formulation of an action plan and response to media inquiries.

Event Marketing

OCC shall not be responsible for rental event promotion. The OCC phone number shall not be published or placed on any promotional material for any rental event or otherwise published in connection with an event.

OCC's full name and location is Oxford Community Center, 200 Oxford Road, Oxford, MD 21654. In order to not confuse rental events with OCC sponsored events, Lessee's promotional material should reflect their own organization and event, with OCC identified only as the location. The OCC logo may not be used on any promotional material without the express written consent of OCC Management.

Event Staffing

Lessee or its delegate must be in attendance at all times and will be held responsible for the conduct of all attendees. If the event attendees are minors, Lessee will assure that at all times there is one adult supervisor (21 years of age or older) present per ten (10) juveniles. Lessees shall provide all security, ticket takers, clean- up crew and other personnel necessary to conduct the activities described in the Rental Agreement.

An OCC representative may be on site or on call while OCC is occupied. This will be determined on an event by event basis and finalized during planning meetings. If OCC personnel are required to be on site during a rental event, additional fees may apply.

Insurance & Security

OCC, in its sole discretion may request a **certificate of liability insurance from the Lessee's insurance carrier naming OCC as certificate holder and additionally insured** to be delivered at the time of Rental Payment, in which case delivery of such certificate shall **be a condition of the rental**. If serving alcohol, **Liquor liability insurance** is required as well. OCC shall not be obligated to provide the

Rental Space if such certificate is not provided. In the failure to provide the certificate the event will be canceled. Rental refunds will follow the cancellation policy as fault of the lessee. Security deposits shall be returned.

All Event security plans and personnel must be submitted and approved by OCC a minimum of thirty (30) days prior to an Event.

Lost or Stolen Articles

OCC shall not be responsible, under any circumstances, for property of the Lessee while on OCC premises. OCC will not accept lost and found articles for storage or distribution; unclaimed articles must be held and distributed by the Lessee. In addition, OCC is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or on the premises shall be the responsibility of the Lessee.

Photos

OCC may take photos of public events held at OCC. These photos shall be the property of OCC and may be used by OCC for educational or promotional materials. OCC may ask Lessee's for permission to use private photos in our promotional material, but OCC will never use any photos without permission.

Sales Tax Collection

Lessees and Lessee vendors are responsible for payment of all applicable sales, use, assessments and/or fees in compliance with the Town of Oxford, Talbot County and the State of Maryland. It is the Lessees and/or the Lessee vendors' responsibility to collect and submit payment.

Intellectual Property

Lessee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Event. Lessee agrees to indemnify, defend and hold OCC, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material.

Sub-Leasing

Lessee may not, under any circumstances, sub-lease OCC, or equipment or materials owned by OCC, without the express written consent of OCC Management.

General Compliance

Lessee agrees to comply with all applicable governmental agencies, ordinances and statutes. When applicable, Lessee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the Town of Oxford, Talbot County and the State of Maryland.

Indemnification

Lessee agrees to the fullest extent permitted by law to defend, indemnify, pay on behalf of, and save harmless OCC and the Town of Oxford, their elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suites or loss, including attorney's fees and all other costs connected therewith, arising out of or connected to the Lessee's use or occupancy of OCC premises.

Accepted and Agreed

The parties signing this Rental Policy Agreement agree to all of the above terms and the Lessee agrees that it has received and agrees to comply with the OCC Rental Agreement (OCC Rental Agreement) and that the Rental Agreement and the OCC Rental Policy Agreement constitutes the Rental Contract.

Lessor: Oxford Community Center:

Lessee:

Signature for OCC

Liza Ledford, Executive Director

200 Oxford Rd. Oxford, MD 21654

410-226-5904

Signature for Lessee

Printed Name:_____

Lessee Address:

Lessee Phone:_____

Date:_____

Date:_____