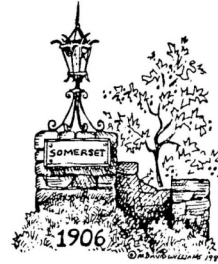




TOWN OF SOMERSET

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RULES FOR RENTING **THE TOWN HALL MEETING ROOM AND GROUNDS**

It has been the policy and practice of the Town to rent the meeting room of the Town Hall (Hall) and the Town Hall Grounds (Grounds) for limited social and commercial activities involving Town residents, consistent with the use of Town Hall for the Town's administrative offices and consistent with the quiet residential single-family home neighborhood in which the Town Hall is located. It has not been the policy or practice of the Town for the Town Hall to be used as a forum for a wide range of speech activities.

1. Authorization to Rent. Rental of the meeting room of the Town Hall ("Hall") or of the Grounds shall be authorized by the Clerk-Treasurer. In the event the Clerk-Treasurer is not available, the Mayor is so authorized.

2. Who May Rent. Rental of the Hall or Grounds shall be limited to government and civic associations sponsored by the Town; meetings or social events hosted and attended by an adult Town resident who agrees to be present for the duration of the function; and those commercial or non-profit classes that are sponsored by a Town resident in which at least 50% of registrants for combined sessions of the same class are Town residents. Current classes as of January 2009 are exempt from the 50% rule. Residents cannot sponsor an event for a non-Somerset resident.

A. For parties, a ratio of adult to children for the following ages is required: 1:6 for children 10 years of age and under and 1:10 for attendees who are between 11 and 20 years of age.

B. Requirement of Signatures of Resident Host as applicable: With the exception of government and civic associations sponsored by the Town no rental shall be made

without the resident host or sponsor, as applicable, signing of the Town Hall Rental Agreement ("Agreement"). By signing the Agreement, the resident host or sponsor agrees to be responsible for all injuries to any person or damage to any property in connection with the use of the Hall.

3. Fees. Except for government and civic groups, a fee shall be assessed for the use of the Hall and Grounds.

A. Rental Fees.

i. Commercial Rental: The fee for a commercial rental shall be \$25 per hour.

ii. Residents: The fee for residents shall be \$50 for up to 5 hours and \$20 per hour for subsequent hours.

B. Deposits. With the exception of Town Council-sponsored civic or government events, a deposit of \$400 shall be paid to the Town at the time of execution of the Agreement. The signer of the Agreement shall be responsible for all damage to Town property and shall insure that the premises are left in a neat and clean condition. In the event that the premises are not left in a neat and clean condition, or damage occurs, the Town may retain part or all of the deposit, as deemed appropriate by the Town. If damages or costs of cleanup exceed the amount of the deposit, the signer shall be liable for the excess.

C. Waiver of Fees. In extraordinary circumstances, the Mayor may waive any rental fee in whole or in part to an individual or non-profit entity, provided:

i. That the rental use is open and free of charge to any resident of the Town;

ii. That the rental use is of significant civic, educational, artistic or social benefit to a substantial number of residents.

4. Denial of Rental. Rental of the Hall or the Grounds may be denied for one or more of these reasons:

A. If the individual or entity has failed to satisfactorily adhere to the rental requirements or Rules for Using the Town Hall or Grounds in any prior rental; or

B. If the use of the Hall or Grounds by the individual or entity poses:

i. A not insignificant risk that such renter or use may fail to comply fully with the applicable requirements, rules and regulations;

ii. A not insignificant risk that the rental use may generate noise, traffic or other activity which will disturb the nearby residents;

iii. A not insignificant risk that the rental use may interfere with Town business conducted in its Town Hall offices;

iv. A not insignificant risk that the use in conjunction with other rentals may constitute too intense a use of the Hall to the detriment of the physical facilities or to the detriment of nearby residents' peaceful use and enjoyment of their homes;

v. A not insignificant risk that the rental use may not be consistent with the harmonious and tranquil character of the Town as a single-family residential community;

vi. A not insignificant risk that the rental use may have an adverse impact upon health, safety, welfare or morals of the Town; or

vii. A not insignificant risk that the rental use may have an adverse effect on the property values or the reputation of the Town as a desirable, harmonious and peaceful community; or

C. For other good and sufficient reason.

5. Appeals. Any aggrieved individual or entity may appeal in writing to the Town Council within five days the following actions by the Clerk-Treasurer or Mayor:

A. Refusal to rent the Hall or Grounds;

B. Failure to waive any fees in whole or in part;

C. Retention of all or part of a deposit;

D. Imposition of charges in addition to the deposit to clean the premises or repair damage.

6. Rules for Hall and Grounds.

A. Smoking inside the Town Hall and on the Town Hall Grounds is prohibited. Burning of smoke-producing items such as incense is prohibited, as it will set off the fire alarm. Candles (for birthday cakes, etc.) should not be lit under the smoke alarm in the corner by the small window, as they will set off the fire alarm.

B. No more than 96 people are allowed in the Town Hall (Fire Department regulation). No more than 100 people are allowed at outdoor parties without a special exception issued from the Town Council.

C. The second floor is OFF LIMITS.

D. State law defining the legal age for consumption of alcohol will be strictly enforced.

E. MUSIC MAY NOT BE PLAYED OUTSIDE OF THE TOWN HALL'S ENCLOSED MEETING ROOM.

F. All activities must end by 10:00 pm on weekdays and Sunday, with the exception of Town Council meetings, and by 11:00 pm on Fridays and Saturdays.

G. Before leaving, the renter must:

i. Be sure the facility is as clean as he/she found it. (Broom and dust pan are located in the cabinet next to the coat rack in the kitchen. Additionally, dry dust mops and a wet mop can be found in the utilities closet next to the refrigerator in the kitchen.)

ii. Turn off overhead fan and all lights except fire lights (which are installed so they cannot be turned off).

iii. Close window; close and lock all doors.

iv. Check kitchen range and oven to be sure they are off.

v. Deposit bottles, glass and cans in recycle bin. Place trash in garbage can in kitchen. Any trash that does not fit in the kitchen garbage can should be placed in containers and/or plastic bags and thrown in the dumpster behind the garage. A key to the dumpster lock is attached to the ring with the Town Hall key. Please ensure the lock is secured before leaving.

vi. One-time renters should slip key under office door.

vii. Turn off parking lot lights with switch at kitchen door unless the lights have been placed on a timer mechanism.

H. Use of stove:

i. To use STOVE TOP, turn desired burner dial on and light burner with match. (Matches are in top, left drawer of kitchen cabinet, to right of stove.) **DO NOT PLACE USED MATCH IN TRASH CAN!** Set it on top of sink and staff will throw it out later.

ii. OVEN pilot stays on. Turn center dial to desired temperature setting and wait for oven to heat up. Turn dial to OFF position when finished.

iii. **Please be sure all dials are in the OFF position before leaving.**

7. Available Times

A. All classes will be scheduled with a 15-minute break between classes in order to lessen traffic congestion.

B. No more than four weekend evening (Friday and Saturday) parties may be scheduled in a month and they may not be scheduled on consecutive weekend nights.

C. All day-time functions, M-F, will be scheduled at the discretion of the office staff in order to minimize interruption of the government functions of the Town Hall.

8. Parking

A. Parking for all functions will be in the Town Hall parking lot and the class teacher or the event sponsor is responsible for enforcing the policy.

B. If more than 18 cars may be reasonably anticipated, the renter, at their own expense, will be required to hire a professional valet parking service that will be responsible for parking cars other than on residential streets.

9. Contact Number for complaints during the function

The renter will post a contact/complaint number on the bulletin board outside the Town Hall that neighbors can call during the event if problems arise, and the renter will provide the number to the Town Clerk five days in advance of the rental for posting on the Town website.