

## **Town of Lyman Use and Rental Policy**

The Town Council has the responsibility and authority to determine use of the facility known as Nate Beasley Municipal Building and the Lyman City Park by citizens and organizations. The Town deems it to be in the best interest of all concerned to establish rules and regulations governing the use, establishing a use fee, providing reasonable safety, defining the exemptions, and responsibilities of the facility and park use.

The Town of Lyman reserves the right and authority to deny any individual, group, or organization the use of the facility or park. The facility or park shall not be used for any illegal purpose. All laws, codes and regulations shall be obeyed.

Reservations will be made by contacting the town clerk. The clerk shall be responsible for scheduling the facility.

The Town of Lyman will allow the following groups and organizations to be exempt from payment of the “use fee”, subject to change at the discretion of the Town Governing Body:

1. Receptions following a burial in the Lyman Cemetery.
2. Boy and Girl Scout Clubs, and 4-H Clubs, provided the members participating are, for the most part, residents of the Town of Lyman, and are under the supervision of their club leadership.
3. Public meetings where the interest of the residents of Lyman is best served.
4. Charitable organizations whereby the community of Lyman, as a whole, may benefit.

All others will be subject to the fees set forth on the fee schedule attached as Exhibit “B”; these fees may be changed from time to time without changing any other conditions or terms of this policy.

A Rental Agreement Application accompanied by a key and/or damage deposit, must be filled out, providing the Name, Address and Phone Number of the responsible party, and specific use of the facility or park. The person so named will be responsible for:

- 1.) Obtaining and returning the key.
- 2.) Supervision of the function and participants,
- 3.) Reasonable safety of the participants
- 4.) Maintaining law and order
- 5.) Arrange for and insure that the premises are properly cleaned at the conclusion of the function, event, or activity,
- 6.) Turn off power box and water at the park, / lights, appliances, and heat and lock the building if renting NBMB. Clean appliances and sinks secure doors and lock cookshack if rented. Return key to clerk. The person or organization using the facility or park shall be responsible for any damage to any furniture, equipment or the premises during the event.

Rental Agreement Applications attached as Exhibit “C” “D”, and “E”.

All individuals or organizations must fill out the Rental Agreement Application. If the organization rental is ongoing the clerk may ask for updated information from time to time. A copy of the Rental Agreement Application will be given to the renting party and one kept on file.

All groups using the facility or park must agree to hold the Town of Lyman harmless from any and all liability or expense (including expense of litigation) in connection with any such terms of actual or alleged injury or damage. Furthermore the Town of Lyman shall not be liable for lost or damaged personal or organizational property being left at the facility.

Authorized use shall be limited to those events listed on the application

The facility chairs and tables are available for use. The renting party is responsible for arranging tables and chairs for their specific purpose, and for returning tables and chairs to their original place. The party is also responsible for removing their own garbage from the premises. Garbage may be placed in the dumpster located at 8405 S Main (Minkler Mansion).

Smoking and alcoholic beverages are prohibited unless special permission given by town council.

Decorations or other special preparations that leave permanent marks or otherwise cause damage may not be affixed to walls or the floor.

**Changes may be made to the deposit and rental fees from time to time without affecting the rest of the policy**

**Exhibit "B"**

**Fee schedule**

**Nate Beasley Municipal Building, City Park, and Table and Chairs**

**Municipal Building** \*Deposit Fee: **\$50.00** when key is picked up.  
Refund when key is returned and all rules are complied with, and building inspected.

<b>Rental of Municipal Building</b>	2 to 4 hours	<b>\$ 25.00</b>
	5 to 8 hours	<b>\$ 50.00</b>
<b>Commercial Activities</b>	8 to 12 hours	<b>\$125.00</b>

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**Option 1 w/o Cookshack**

**Town Park** \*Deposit Fee: **\$50.00** when key is picked up  
Key is for 1power outlet, & water hydrant only.  
Refund when key is returned, and all rules are complied with.

<b>Rent of Park</b>	Residents of Lyman	<b>\$25.00</b>
	Non-Residents and groups	<b>\$35.00</b>

**Option 2 with Cookshack**

**Town Park** \*Deposit Fee: **\$100.00** when key is picked up  
Key is for cookshack & bathrooms.  
Refund when key is returned, and all rules are complied with.

<b>Rent of Park</b>	Residents of Lyman	<b>\$75.00</b>
	Non- Residents and groups	<b>\$200.00</b>

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**Tables \$ 5.00 Each**                      **Chairs \$ 1.00 Each**  
**Deposit Fee: \$50.00**

Arrangements to pick up and deliver tables and Charis during business hours is preferred.

Refund when key is returned if applicable and tables and chairs are counted and inspected.

**\* Key/rental deposits can be made with cash, debit/credit cards or check.**

**Rental Agreement Application  
Lyman City Park**

Date of Rental \_\_\_\_\_  
Name of Person or Organization renting park \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
Phone # \_\_\_\_\_ Cell \_\_\_\_\_  
Intended use of park \_\_\_\_\_  
Hours rented from \_\_\_\_\_ to \_\_\_\_\_

**Option 1 w/o cookshack**

**Deposit Fee: \$50.00** when key is picked up refunded when key is returned, and all rules are complied with.

**Rental fee**     **\$25.00 resident**                       **\$35.00 non-resident**

**Option 2 with cookshack**

**Deposit Fee: \$100.00** when key is picked up refunded when key is returned, and all rules are complied with.

**Rental fee**     **\$75.00 resident**                       **\$200.00 non-resident**

**The renter agrees to the following responsibilities and conditions:**

**Option 1**

Shut off power and lock box, lock water hydrant and remove garbage.  
If picnic tables have been rearranged put them back as you found them.

**Option 2**

Sinks, micro-wave, prep tables and counter must be cleaned, and refrigerator empty and cleaned.  
Secure and lock cookshack serving windows and doors and remove garbage.  
If picnic tables have been rearranged put them back as you found them.

**Garbage may be placed in the dumpster located at 8405 S Main St (Minkler Mansion)  
NOT THE DUMPSTER BEHIND THE FIRE HALL**

**IF ANY OF THESE RULES ARE NOT COMPLIED WITH IT WILL RESULT IN A  
LOSS OF THE DEPOSIT FEE.**

**BY SIGNING THIS AGREEMENT, I AGREE TO THE TERMS SET FORTH:**

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Clerk** \_\_\_\_\_

**Special notes** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\* Key/rental deposits can be made with cash, debit/credit cards or check.**