

**City of Farmington Hills  
Use of City Facilities Policy**

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**City of Farmington Hills**

**Use of City Facilities Policy**

I. Purpose and Objective

The City of Farmington Hills' facilities include community rooms, parks, parking lots, recreation areas, and other government buildings and facilities. The intent of this Policy is to establish uniform procedures for the use of City facilities, to provide sufficient forums for gathering and expression of speech, to identify the purposes of City facilities, to ensure the efficient uninterrupted administration of the City government and City facilities and their premises, and to ensure the enjoyment of City facilities by all users. To the extent that this Policy regulates First Amendment activity, it is not the intent of this Policy to allow uniformity of expressive conduct at all locations, or within all areas of a specific location. Any attempt to limit the use of a forum is not intended to silence speech or engage in prohibiting expressive conduct based upon its content.

II. Definitions. As used in this Policy, the following terms are intended to have the following specified meanings:

- A. Facility Manager. The Facility Manager shall be the department responsible for processing applications and enforcing this Policy in relation to any City facility, as identified in Section VII of this Policy. The term shall include any specific individual(s), including but not limited to an on-site facility manager, designated by the department as the City's or facility's contact person for matters relating to the facility rental including but not limited to cancellations and special requests identified in this Policy as requiring the Facility Manager's permission.
- B. Limited Public Forum. Any City facility, City-owned property, or portion thereof that is not within the definition of a Traditional Public Forum, but which has been expressly designated in this Policy as a Limited Public Forum for specific purposes identified in this Policy. It is the intent of this Policy that, where a portion of a facility or property is designated as a Limited Public Forum, that designation shall be narrowly-construed as applying only to the identified portion of the facility or property, and is not intended to transform the property as a whole or any other portion of the facility or its premises (e.g. common hallways, lobbies, and sidewalks and parking lots that are not part of the City's general transportation network) into either a limited or Traditional Public Forum.
- C. Non-Public Forum. Any City facility, City-owned property, or portion thereof that is not within the definition of a Traditional Public Forum, and which has not expressly been designated in this Policy as a Limited Public Forum. It is the intent of this Policy that Non-Public Forums are not to be the site of any activity or use by non-City individuals or entities for purposes unrelated to the purpose for which the facility or property exists. To the extent that this Policy and/or City Ordinances regulate First Amendment Activity in Non-Public Forums, such regulations are intended as reasonable regulations to promote the efficient and undisturbed use of the forum for its intended purpose.

- D. Rental Representative. The person who is identified in a facility's rental application, arranges the reservation of a facility, and/or who is otherwise the primary contact for a Renter.
  - E. Renter. Any individual, group, organization or other entity that has arranged for the use of a City facility, whether through reservation, rental agreement, or other means, and regardless of whether the facility is a fee-based or non-fee-based facility.
  - F. Traditional Public Forum. City parks (to the extent that they are open-air and not designated for specific uses such as sports fields and reservation-based picnic shelters), and public streets and public sidewalks that are part of the City's general transportation network are recognized as Traditional Public Forums. These properties are open to a broad range of expressive purposes consistent with applicable state and federal law. To the extent that this Policy and/or City Ordinances regulate activities within Traditional Public Forums, such regulations are intended only to reasonably regulate the time, place, and manner of activities within the forums as permitted under relevant law.
- III. General Application Procedures and Disclosures and Reservation of Rights for all City Facilities. Unless otherwise stated in this Policy, these General Procedures shall apply to all City of Farmington Hills facilities. Where a procedure for a specific facility elsewhere in this Policy conflicts with or expands upon a General Procedure, the facility-specific procedure shall control.
- A. Application Required. No renter may use a City facility without requesting and scheduling said facility through the appropriate Facility Manager for the facility as designated in Part VII, at least 24 hours in advance of the date of use, with a signed and completed application form delivered in person, by e-mail, online, or by fax.
  - B. Discretion to Deny Application. The City, at its sole discretion, reserves the right to limit and/or deny requests for meetings, parties, or other events. In reviewing a request, the City shall consider factors including, but not limited to: (a) the applicant's history of compliance with facility use policies; (b) the conformity of the application to this Policy and all other applicable policies, ordinances, laws, and regulations; (c) whether using the facility as proposed would threaten public health, safety, or welfare, based on factors including but not limited to the ability to manage crowds at the facility, expected public interest, need to maintain order due to expected protests at the event; (d) the consistency of the proposed use with the purposes for which the room is designed and intended, such as but not limited to the size, dimensions and existing furniture, fixtures and equipment in the room; (e) the availability of the room or facility; (e) whether the proposed use would conflict with the administration or needs of, or uses by, the City government; and (g) any other factor deemed relevant by the Facility Manager of the facility involved.

- C. Events of Minors. The City reserves the right to limit and/or deny requests for meetings, parties, or other events of minors. If an application is approved for such an event, the application must be signed by a responsible party who is over 21 years of age, and one chaperone over 21 years of age must be provided for every 8 minors.
- D. Insurance. The City of Farmington Hills does not provide individual accident and health insurance for use of its facilities. Groups or individuals using facilities may be required to procure and maintain a General Liability insurance Policy, at its sole cost and expense, for any death or injuries to persons or loss or damage to property that may arise from or in connection with its use of the facility and the activities associated with it, to supply a certificate of such insurance to the City, and to name on such policy the City of Farmington Hills as an additional insured. Minimum acceptable limits of such insurance will be \$1 million each occurrence and \$1 million aggregate. The City of Farmington Hills must receive Policy verification including dates of coverage and financial limits for the event at least 30 days prior to the first rental date.
- E. First Aid. No on-site medical treatment is available at City facilities. First aid is the direct responsibility of any renter of City facilities.
- F. Gratuities. City facility personnel are not allowed to accept gratuities.
- G. Assignment/Transfer. No rental, rental agreement, permit, or facility reservation shall be assigned or transferred without the City's consent.
- H. Right of Inspection and Control. The City reserves the right to inspect and control all events, private parties, meetings and receptions held on its premise. The Renter shall be responsible for paying the City the costs of replacement for any and all destroyed, damaged or missing facility property caused by Renter's guests, independent contractors, Renter, Renter's agent or any person on Renter's behalf. The Renter is responsible to reimburse the City for all fees and costs incurred by the City should additional City staff be required to control the Renter's event.
- I. Damage to Facility. Any damages to the building and/or grounds will be charged to the Rental Representative that signed the agreement. The Rental Representative is responsible for checking the room for damages and cleanup in a manner that is acceptable to the City.
- J. Personal Property. The City shall not be responsible and assumes no liability for lost or stolen equipment, personal property, merchandise, money, personal effects, and goods at a City facility. The safekeeping and protection from theft or damage of all equipment, personal property, merchandise, money, personal effects, and goods brought onto the premises of a City facility shall be solely the responsibility of the Renter and user of the facility and the owner of the personal money, effects and goods. The City will assume no liability for any equipment, personal property, merchandise, money, personal effects, and goods left in a City

facility or for any damages to such items if they are moved, cleaned or stored by our employees in the performance of their duties.

- K. Hold Harmless and Indemnification Agreement. The Rental Representative and the Renter they represent shall pay on behalf of, indemnify, and hold harmless the City of Farmington Hills, its elected and appointed officials employees, and volunteers and others working on behalf of the City of Farmington Hills, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Farmington Hills, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Farmington Hills, by reason of personal injury, including bodily injury or death and/or property damages, including loss of use thereof, which arises out of or is in any way connected or associated with the use of a City of Farmington Hills facility. Where a facility requires a written agreement, a hold harmless and indemnification provision that consists of language substantially similar to that of this paragraph shall be included in the signed agreement.
- L. Cancellation. The City of Farmington Hills reserves the right to accept, reject, or cancel any event, use, rental agreement, or reservation for any reason and in its sole discretion. If a facility is mistakenly scheduled for more than one event, use, rental, or reservation of a City facility at the same time, the Facility Manager or their designated representative shall contact each party involved to identify the mistake and ascertain whether any party will voluntarily agree to reschedule, and if not then the Facility Manager shall, in their discretion, decide which party's event, use, rental agreement, or reservation is cancelled. If an event, use, rental agreement, or reservation must be cancelled due to a scheduling mistake as described above or circumstances beyond the control of the City of Farmington Hills, including but not limited to weather, loss of utilities, civil unrest, or other uncontrollable happenstance, the event will be rescheduled at the earliest convenience of all parties. If a rental fee has been paid in connection with an event use, or reservation must be cancelled due to a scheduling mistake by the City as described above or cancellation by the City for any reason (other than circumstances beyond the City's control) and the event, use, or reservation cannot be rescheduled for any reason, the City shall refund such rental fees to the Renter, which shall the full extent of any obligation or liability of the City in connection with such cancellation. The City shall not be obligated, liable or responsible for payment of any amounts or damages for losses due, directly or indirectly, to a cancellation incurred by a Renter (other than a refund, if applicable), Rental Representative, any person, guest, vendor or contractor associated with the event, use, reservation, rental, or rental agreement, or any other third party. If a Renter or Renter's Representative cancels a rental, the City will not refund any fees, except as may be otherwise specifically allowed in this Policy. Where a facility requires a written rental agreement, a cancellation provision that consists of language substantially similar to that of this paragraph shall be included in the signed agreement.
- M. Policy Enforcement / Penalties. Failure to comply with this Policy may result in all or any of the following: forfeiture of some or all of the security deposit;



cancellation of the event, meeting or other rental use; immediate termination of the event, meeting or other rental use without notice or warning; immediate removal of individuals from the premises by City staff or the Farmington Hills Police Department without notice or warning; payment of the City the costs of replacement for any and all destroyed, damaged or missing City property caused by Renter's guests, independent contractors, Renter, Renter's agent or any person on Renter's behalf; rejection of any or all future requests to use or rent the City's facilities; criminal prosecution for any violations of law or ordinance; and any other civil remedies to which the City may be entitled by law or in equity.

- N. City Sponsored Events. The City and City sponsored uses and events are specifically excluded from compliance with this Policy.
  - O. Fees. The Facility Manager, in coordination with the City Manager or City Manager's designee, is authorized to establish rental fees and other fees relating to the use of City facilities for which this Policy contemplates a fee.
  - P. Exceptions to Policy. The City Council may allow exceptions to this Policy to accommodate and enable events of regional, state-wide or national significance to be held at City facilities, such as but not limited to, visits by the President of the United States or Michigan Governor, or candidates for such positions.
- IV. General Regulations for All City Facilities. Unless otherwise stated in this Policy, these General Regulations shall apply to all City Facilities. Where a regulation for a specific facility elsewhere in this Policy conflicts with or expands upon a General Regulation, the facility-specific procedure shall control.
- A. Compliance with Laws and Policies. All persons using the City of Farmington Hills' facilities shall observe and comply with the regulations of this Policy, all applicable ordinances, rules, and regulations of the City of Farmington Hills, and all federal and state laws.
  - B. Prohibited Uses. City facilities and equipment shall not be used for: a) activities which are in conflict with City policies, rules or ordinances, state or federal laws; b) activities which are discriminatory in the legal sense; c) illegal gambling; d) the primary purpose of petition signature gathering except as allowed by Section V of this Policy; e) political campaign events or fundraisers except in rented rooms of the Costick Center, Grant Center, Longacre House, or Ice Arena as provided by Section V of this Policy; or f) religious services or regular worship activities except in rented rooms of the Costick Center, Grant Center, or Longacre House as provided by Section VI of this Policy.
  - C. Notice/Control of Renter's Invitees. The Rental Representative is responsible for insuring that all policies, rules and regulations are strictly adhered to by all persons participating in the activity for which they are the Rental Representative.

- D. Non-Interference with Facility. No Renter's activities shall interfere with the administration of the City of Farmington Hills, the primary purpose of the facility being used, or the enjoyment of the facility by other users of the facility.
- E. Room Capacities. Room capacities must be adhered to. Rental groups may not overflow into the hallways and/or disturb City staff, City business, other activities or events at the facility.
- F. Maintenance and Clean-Up. Routine maintenance will be done by City staff. However, trash pickup and other cleanup duties are to be performed by the Renter, and it is expected that the Renter will clear and clean any areas of the facility used by the Renter or the Renter's invitees. Furniture, fixtures and equipment may not be moved from room to room or removed from the building without permission. At the conclusion of a Renter's use, the room must be returned to and left in the condition in which it was found. Any decorations used must be removed and disposed of properly, immediately following the function.
- G. Prohibited Items. No sparkle, glitter, confetti, etc. is permitted. Tape, pins, nails, staples and adhesives are not allowed on the walls, tables, chairs, etc. Except for lighters and cake candles (for birthdays, anniversaries, etc.) or unless otherwise provided in a facility-specific policy, candles or other sources of flame and fire are not allowed in City facilities.
- H. Control of Children. All children in attendance must remain in the rented room(s). Children are not allowed to roam unsupervised in other areas of a City building, such as hallways, rooms or lounges.
- II. Alcoholic Beverages. No alcoholic beverages are allowed in or at City facilities unless the Renter has obtained written permission from the City Manager or Facility Manager and obtained proper licensing from the State of Michigan for the service of alcoholic beverages.
- J. Paper Goods. Paper goods are the responsibility of the rental applicant and are not provided by the City of Farmington Hills.
- K. Equipment. Equipment provided to or used by rental groups must be utilized for its intended purpose.
- L. Non-Smoking Policy. City facilities are smoke-free and vape-free facilities; guests may only smoke and vape in designated outside areas where ash containers are provided.
- M. Animals. No animals or pets are allowed in or at City facilities except the following: (a) police dogs; (b) service animals, as defined by Title II and Title III of the Americans with Disabilities Act; (c) other animals that have been allowed as part of an approved or City sponsored program or event; (d) dogs in the City's dog park; and (e) dogs in Heritage Park, provided they are on a leash and maintained in compliance with all applicable ordinances and park rules.

- N. Signs. The City does not allow the placement of signs around the facility promoting events held at City facilities. Special permission may be granted by the City Manager or Facility Manager. The City reserves the right to request and require the Renter to provide a copy of promotional materials (including social networks) and/or invitations that Renter creates for the event/meeting.
  - O. Food and Beverage Sales. Food and beverage sales within or at a public facility are prohibited, unless authorized to do so by the Facility Manager or this Policy.
  - P. Merchandise Sales. The sale of any merchandise or goods within or at a public facility is prohibited, unless authorized by the Facility Manager or this Policy.
  - Q. Reservation of City's Rights. The City reserves the right to act in the best interest of the City on matters not specifically covered in these rules.
- V. Political and Fundraising Activities in City-Owned Buildings and on City-Owned Properties
- A. General Policy. Except as and where specifically allowed under this Policy, City facilities shall not be used for political activities, events, fundraisers or assemblies. Where specified political activities, events, fundraisers, or assemblies are permitted, they must be open to the public subject to occupancy limits and security concerns.
  - B. Political Campaign Events and Fundraisers. Political campaign events and fundraisers advocating a political candidate, ballot proposal, or other political cause may occur only in the fee-based rental rooms of the Costick Center, Grant Center, Longacre House, and Ice Arena. In these facilities, the activity must be confined to the rented room, and be carried out consistent with all other applicable provisions of this Policy.
  - C. Campaign Finance Law. No City facility shall be used in a manner that would cause the City to be in violation of the Michigan Campaign Finance Act, Act 388 of 1976, as amended, or any other applicable state or federal law.
  - D. Government Officials in their Official Capacities. This Policy shall not be construed to limit the ability of elected or appointed government officials from using either fee-based or non-fee based facilities in furtherance of performing the public duties associated with their office.
  - E. After-Hours Meetings with Government Officials. It is recognized that, from time to time, elected or appointed officials desire opportunities to schedule after-hours meetings with citizens on their personal time that are not required as part of their public duties (e.g. office hours, coffee socials, town hall meetings). For purposes of this Policy, such meetings shall be considered to be in furtherance of the public duties associated with the officials' office, provided that they are open to all, and do not include campaigning or fundraising. City facilities designated in Section VII as Limited Public Forums for specified political activities may be used by elected and appointed officials for such meetings with citizens subject to the Michigan Campaign Finance Act and all other applicable law, and subject to all

rules, regulations, and fees in the same manner as any other applicant. No such event shall occur that requires the expenditure of public funds or the provision of in-kind services by the City (e.g. coffee service, refreshments, photocopies, labor costs) that could be construed as making a public expenditure or providing a contribution of volunteer public services in violation of the Michigan Campaign Finance Act. In no case shall such an event be held in such a manner as to constitute a violation of the Michigan Open Meetings Act.

- F. Signature Gathering. No portion of a City facility (including but not limited to meeting rooms, hallways, corridors, and internal sidewalks, parking lots, and drives) other than a Traditional Public Forum shall be used by any person or group having the primary purpose of soliciting signatures for candidate nominating petitions, ballot proposal petitions, or similar documents. This Policy, however, is not intended to prohibit an invitee of a Renter of a room from incidentally asking other invitees attending the same event within the same room to sign a petition.
  
- G. Political Fundraisers. Except for the rental rooms of the Costick Center, Grant Center, Longacre House and Ice Arena, City facilities shall not be used for the primary purpose of conducting a political fundraising event for any candidate, ballot question, political party or campaign committee. This Policy, however, is not intended to prohibit invitees of a Renter from incidentally asking other invitees attending the same event in the same room to support a fundraising effort of an individual attendee or the Renter of the room (e.g. selling tickets for some future event; circulating a fundraising brochure; selling products such as cookies; or holding a 50/50, door prize or similar raffle solely among attendees of the event), or to engage in activities within the scope of the meeting for which the room was reserved related to the administration of an off-site fundraiser (e.g. collecting monies owed from an off-site fundraiser, distributing fundraiser materials such as brochures or raffle tickets; replenishing supplies for a product-based fundraiser; distributing goods ordered through a prior fundraiser).

VI. Religious or Faith-Based Uses of City Facilities.

- A. Religious Services / Regular Worship. In recognition of the City's interest in complying with the Establishment Clause of the First Amendment of the U.S. Constitution, no City facility other than rented rooms at the Costick Activities Center, Jon Grant Community Center, and Longacre House shall be used for the purpose of conducting religious services or made available as a venue for the regularly-scheduled worship activities of any religious organization. Where facilities are allowed to be rented for religious services, they shall be made available on a first-come, first-served basis, subject to all applicable rental regulations in the same manner as any other user of the facility.
  
- B. Faith-Based Groups and Incidental Faith-Based Activities. For City facilities that have not been opened for religious services, the limitation shall be narrowly construed so as not to prohibit the use of a Traditional or Limited Public Forum by an applicant because the applicant is faith-based, offers a religious perspective on matters relevant to subjects for which the forum has been

opened, and/or engages in faith-based activity (including but not limited to prayer, singing, and reciting religious texts) that is incidental to a permissible use of the forum and does not amount to conducting a religious service. For purposes of this Policy, weddings or other ceremonies and events that could be carried out in a purely secular manner, but which the room Renter chooses to have conducted by a minister of any religion shall be considered an event with an incidental faith-based component as opposed to a religious service or worship event.

VII. Facility-Specific Regulations. The following facility-specific regulations are intended to be supplemental and additional to the General Application Procedures and Disclosures and General Regulations for All Facilities, except where a facility-specific regulation conflicts with a general procedure or regulation, in which case the facility-specific regulation shall control.

A. No-Fee Rental Facilities.

1. City Hall Meeting Rooms (Excluding Council Chambers).

- a. Forum Designation and Permitted Uses. City Hall meeting rooms are open as a Limited Public Forum without charge to civic, community, and non-profit organizations, solely for the purpose of providing meeting space for routine meetings attended by an organization's membership and members of the public interested in the organization and/or items on the meeting agenda, subject to the requirements and restrictions in this Subsection VII.1.
- b. Facility Manager. Applications shall be made to the City Manager's office.
- c. Priority. Priority for use of the City Hall Meeting Rooms shall be given to the City government (including its officers, administrators, and employees acting in their official capacities), public bodies that use the Council Chambers for their meetings, and meetings of organizations or pertaining to events that are City-sponsored. All other users shall be considered non-priority users. No proposed use of a City Hall Meeting Room by non-priority users shall be scheduled so as to conflict with these priority uses. If a public body requires use of a City Hall Meeting Room for a meeting or other purpose not anticipated at the time that the use of the City Hall Meeting Room was approved for an outside user (e.g. for a special meeting of the City Council or other public body), the City reserves the right to cancel the outside user's reservation of the City Hall Meeting Room and may relocate the outside user's event to an alternate room at a City facility if available. In this circumstance, if the only available suitable alternate location is a fee-based rental facility, the rental fee shall be waived administratively.

- d. Availability. City Hall meeting rooms shall not be made available to non-priority users during normal City Hall business hours, on Fridays, or on weekends, unless the meeting for which the room is proposed to be used is City-sponsored; provided, however, that after-hours meetings with government officials under Section V.E. are permitted on Saturdays between 9:00 a.m. and 4:00 p.m.
- e. Open to Public. All meetings occurring within City Hall shall be open to the public.
- f. Political Uses. Political party organizations and similar political or Policy-oriented organizations may reserve City Hall meeting rooms solely for meetings in the same manner as any other civic or community organization, subject to Section V and all other applicable rules and regulations of this Policy.
- g. Prohibited Uses. City Hall meeting rooms are not to be used for private parties or events (e.g. birthday parties, showers, etc.), meetings or events of for-profit business entities, fundraisers of any kind, campaign events, special events that are intended to draw public attendance larger than a routine organizational meeting, religious worship or services as defined in Section VI of this Policy, or any other purpose not expressly authorized by this Policy.
- h. Food and Beverage. No food or beverages may be served in City Hall Meeting Rooms without the authorization of the Facility Manager.

2. City Hall Council Chambers.

- a. Forum Designation and Permitted Uses. The Council Chambers are open as a Limited Public Forum without charge to civic, community, and non-profit organizations for the same purposes as City Hall Meeting Rooms and for political meetings and assemblies, including meet the candidate days, debates, public policy forums and similar public events, subject to the requirements and restrictions in this Subsection VII.2.
- b. Facility Manager: Applications shall be made to the City Manager's office.
- c. Priority. Priority for use of the City Council Chambers shall be given to the City government (including officials, administrators, and employees acting in their official capacities), public bodies that use the Council Chambers for their meetings, City-sponsored assemblies, and assemblies co-sponsored by the City. All other users shall be considered non-priority users. No proposed use of the Council Chambers by non-priority users shall be scheduled so

as to conflict with these priority uses. If a public body requires use of the City Council Chambers for a meeting or other purpose not anticipated at the time that the use of the Council Chambers was approved for an outside user (e.g. for a special meeting of the City Council or other public body), the City reserves the right to cancel the outside user's reservation of the Council Chambers and may relocate the outside user's event to an alternate City facility if available. In this circumstance, if the only available suitable alternate location is a fee-based rental facility, the rental fee shall be waived administratively.

- d. Availability. City Council Chambers shall not be made available to non-priority users during normal City Hall business hours or on weekends unless the meeting or event for which the room is proposed to be used is City-sponsored; provided, however, that after-hours meetings with government officials under Section V.E. are permitted on Saturdays between 9:00 a.m. and 4:00 p.m. Where a proposed meeting or event can be accommodated within a City Hall meeting room other than the City Council Chambers, the Facility Manager reserves the right to redirect the proposed use to an alternate meeting room.
  - e. Open to Public. All assemblies for which City Council Chambers is used shall be open to all members of the public.
  - f. Political Uses. Political party organizations and similar political or policy-oriented organizations may reserve City Council Chambers for meetings or assemblies (but not campaign events or fundraisers) in the same manner as any other civic or community organization, subject to Section V and all other applicable rules and regulations of this Policy.
  - g. Prohibited Uses. City Council Chambers are not to be used for private parties or events (e.g. birthday parties, showers, etc.), meetings or events of for-profit business entities, fundraisers of any kind, campaign events, religious worship or services as defined in Section VI of this Policy, or any other purpose not expressly authorized by this Policy.
  - h. Food and Beverage. No food or beverages may be served in City Council Chambers without the authorization of the Facility Manager.
3. Fire Department Headquarters (Station #5) Community Rooms.
- a. Forum Designation and Permitted Uses. Fire Department Headquarters meeting rooms are open as Limited Public Forums to civic, community, and nonprofit organizations, solely for the purpose of providing meeting space for routine meetings attended

- by an organization's membership and members of the public interested in the organization and/or items on the meeting agenda, subject to the requirements and restrictions in this Subsection VII.3.
- b. Facility Manager. Applications shall be made to Fire Department Headquarters (Station #5).
  - c. Priority. Priority for use of the Fire Department Headquarters meeting rooms shall be given to the City government, public bodies that use the Council Chambers for their meetings, and meetings of organizations or pertaining to events that are City-sponsored. All other users shall be considered non-priority users.
  - d. Availability. Fire Department Headquarters meeting rooms shall not be reserved so as to conflict with priority uses by the Fire Department, other City government departments, public bodies, and City-sponsored uses.
  - e. Open to Public. All meetings occurring within Fire Department Headquarters shall be open to the public.
  - f. Political Uses. Political party organizations and similar political or policy-oriented organizations may reserve Fire Department Headquarters meeting rooms solely for meetings in the same manner as any other civic or community organization, subject to the Section V and all other applicable rules and regulations of this Policy.
  - g. Prohibited Uses. Fire Department meeting rooms are not to be used for private parties or events (e.g. birthday parties, showers, etc.), meetings or events of for-profit business entities, fundraisers of any kind, campaign events, religious worship or services as defined in Section VI of this Policy, or any other purpose not expressly authorized by this Policy.
  - h. Food and Beverage. No food or beverages may be served in the Fire Department meeting rooms without the authorization of the Facility Manager.
4. Spicer House. Spicer House is a historic home within Heritage Park, which serves as the park's visitor center and houses several rooms used for classes, meetings, gatherings, and displays. The Spicer House premises were acquired by the City in 1985 with funds obtained through a grant awarded to the City under the Michigan Recreation Land Trust Fund Act, 1976 PA 204, 1984 PA 429, and 1972 PA 227, as amended, which requires that the premises be maintained for recreational purposes in perpetuity. In addition, the Spicer House was designated by City Council in 1988 as a Historic District (Council Resolution R-51-88), as recorded in



Liber 11290 Page 330 of the records of the Oakland County Register of Deeds, and its use restricted to purposes identified by the Parks and Recreation Commission, Historic District Commission, and City Council as consistent with its recreational purpose and historic designation.

- a. Forum Designation and Permitted Uses. Consistent with R-51-88, the Farmington Hills Historic District Commission Spicer House Use Feasibility Review dated March 3, 1988 reviewed by Parks and Recreation Commission and City Council, and the Spicer House's recreational and historic purposes, Spicer House is open as a Limited Public Forum for the following uses, subject to the requirements and restrictions in this Subsection VII.4: recreational classes sponsored by government or non-government organizations, complementing the activities of the City of Farmington Hills (including but not limited to nature study, astronomy, day camping, safety clinics, cross-country skiing, fishing instruction); meetings of the Beautification Commission, Historical Commission, Historic District Commission, Park and Recreation Commission, Arts Commission, and Commission on Aging; Civic Awards/Presentations and functions (including but not limited to Officer of the month, outstanding citizen, Mayor's Exchange Day, City press announcements); interpretive exhibits (including but not limited to history of the Spicer Property, City history, early settlement history, land/water natural history interpretations, museum-type articles, pictures, and artifacts); service club meetings; scouting activities, 4-H activities, youth athletic groups, civic club activities, and as a part of community activities (including but not limited to Halloween walks, hayrides, landscape painting and drawing programs, bird and plant identification, woodworking, nature and day camps, and fall festival).
- b. Facility Manager. Applications shall be made to the Special Services Department
- c. Open to Public. Meetings and events occurring at the Spicer House shall be open to the public and shall not interfere with the public's enjoyment of the Spicer House and premises as a recreational and historic venue.
- d. Prohibited Uses. Consistent with its recreational and historic purposes, the Spicer House is not to be used for private parties or events (e.g. birthday parties, showers, etc.), meetings or events of for-profit business entities, meetings or events for political party organizations or other organizations whose mission is not consistent with the recreational/historic, civic, or service-oriented purposes identified in subsection (b), fundraisers of any kind, campaign events, religious worship or services as defined in

Section V of this Policy, or any other purpose not expressly authorized by this Policy.

- e. Food and Beverage. No food or beverages may be served in the Spicer House without the authorization of the Facility Manager.

**B. Fee-Based Rental Facilities.**

- 1. Costick Activities Center. The Costick Center is a multi-purpose facility that houses the Department of Special Services' administrative offices, indoor and outdoor recreational facilities, designated space for the Farmington Hills Senior Adult program, a teen center, and rental meeting and banquet rooms.

- a. Forum Designation and Permitted Activities

- i. The Costick Center, as a whole, shall be regulated as a Non-Public Forum. No activities unrelated to the purpose of the forum or the purpose for which a room has been rented, shall take place in the facility.

- ii. The Costick Center's rentable rooms shall be regulated as Limited Public Forums for the purpose of providing space for meetings, lectures, seminars, banquets, political events, religious activities, and similar gatherings or events to the public, civic and community groups, charitable organizations, and the business community.

- b. Facility Manager. Applications shall be made to the Department of Special Services.

- c. Scope of Use. To the extent that rental rooms are rented for a specific purpose, the Rental Representative and that Representative's invitees shall contain their activities to the interior of the rented room, and shall not use hallways or other common areas of the facility in connection with their event.

- d. Political Uses. Political activities, including campaign events, fundraisers, and partisan events, are allowed at the Costick Center, provided that the applicant pays all rental fees and uses the facility as any other Renter, subject to Section V and all other applicable rules and regulations of this Policy.

- e. Religious Uses. Rental rooms may be rented for the purpose of conducting worship services on a first-come, first-served basis, subject to all applicable rules and regulations of this Policy, including Section VI, payment of the rental fee, and the availability of a room suited to the applicant's needs.

- f. Fees. Rental fees are based on the entire time a group/party is in the room, including set-up and clean-up.
  - g. Food and Beverage. All rental groups with 50 guests or more that require food service are required to use the City's contracted food vendor. Rental groups of 49 or less may bring in food from a vendor, but the vendor must be properly licensed by Oakland County.
  - h. Payment Terms. The Renter shall pay an initial payment of 50% of the total rental charges at the time of applying, and the remaining 50% at least 30 days before the beginning of the event. The Renter shall pay any additional charges for technical services upon presentation of a bill by the City. The City reserves the right to charge a deposit in anticipation of additional charges that may be incurred. Renter shall be responsible and liable for payment of any music clearances or royalty fees and shall hold the City harmless and indemnify the City for same. No exceptions will be permitted unless satisfactory credit arrangements are made in advance. Rental deposits and payments are subject to charges of 1% per month if not paid within 30 days of notice of amount owed whether in writing, verbally, or by invoice.
  - i. Renter Cancellation and Refund. Renters who cancel shall forfeit 50% percent of initial payment if cancellation is made up to 30 days in advance of the scheduled event. Renters who cancel within 30 days of the first contracted usage date will automatically forfeit all payments they have paid to the City. In addition, Renter shall be responsible for any out of pocket expenses incurred by the City. Rescheduling of events and additional deposit requirements are entirely at the discretion of the Facility Manager.
2. Jon Grant Community Center. The Grant Community center was constructed in conjunction with Fire Station #3. It offers classes, programs, and rental opportunities to residents of Farmington Hills as well as surrounding communities.
- a. Forum Designation and Permitted Uses.
    - i. The Grant Center, as a whole, shall be regulated as a Non-Public Forum. No activities unrelated to the purpose of the forum or the purpose for which a room has been rented, shall take place in the forum.
    - ii. The Grant Center's rentable rooms shall be regulated as Limited Public Forums for the purpose of providing space for meetings, lectures, seminars, banquets, political events, religious activities, and similar gatherings or events

to the public, civic and community groups, charitable organizations, and the business community.

- b. Facility Manager. Applications shall be made to the Department of Special Services.
- c. Scope of Use. To the extent that rental rooms are rented for a specific purpose, the Rental Representative and that Representative's invitees shall contain their activities to the interior of the rented room and shall not use hallways or other common areas of the facility in connection with their event.
- d. Political Uses. Political activities, including campaign events, fundraisers, and partisan events, are allowed at the Grant Center, provided that the applicant pays all rental fees and uses the facility as any other Renter, subject to Section V and all other applicable rules and regulations of this Policy.
- e. Religious Uses. Grant Center rental rooms may be rented for the purpose of conducting worship services on a first-come, first-served basis, subject to all applicable rules and regulations of this Policy, including Section VI, payment of the rental fee, and the availability of a room suited to the applicant's needs.
- f. Food and Beverage. All rental groups with 50 guests or more that require food service are required to use the City's contracted food vendor. Rental groups of 49 or less may bring in food from a vendor, but the vendor must be properly licensed by Oakland County.
- g. Fees. Rental fees are based on the entire time a group/party is in the room, including set-up and clean-up.
- h. Payment Terms. The Renter shall pay an initial payment of 50% of the total rental charges at the time of applying, and the remaining 50% at least 10 days before the beginning of the event. The Renter shall pay any additional charges for technical services upon presentation of a bill by the City. The City reserves the right to charge a deposit in anticipation of additional charges that may be incurred. Renter shall be responsible and liable for the payment of any music clearances or royalty fees and shall hold the City harmless and indemnify the City for same. No exceptions will be permitted unless satisfactory credit arrangements are made in advance. Rental deposits and payments are subject to charges of 1% per month if not paid within 30 days of notice of amount owed whether in writing, verbally or by invoice.

- i. Renter Cancellation and Refund. Renters who cancel shall forfeit 50% of initial payment if cancellation is made up to 30 days in advance of the scheduled event. Renters who cancel within 30 days of first contracted usage date will automatically forfeit all payments they have paid to the City. In addition, Renter shall be responsible for any out of pocket expenses incurred by the City. Rescheduling of events and additional deposit requirements are entirely at the discretion of the Facility Manager.
3. Longacre House. The Longacre House is a historic home available for special events. Special Services classes are also held at the house.
    - a. Forum Designation and Permitted Uses. The Longacre House shall be regulated as a Limited Public Forum for the purpose of providing rentable space for weddings, theme parties, receptions, business meetings, banquets, social gatherings, and classes.
    - b. Facility Manager. Applications are to be made to the Department of Special Services.
    - c. Rental Minimum. A five-hour rental minimum is required for Friday and Saturday events unless waived by the Facility Manager or his designee.
    - d. Fees. Rental fees are based on the time a group/party is in the room, including set-up and clean-up, except for 90-minute setup time that is included with all rentals.
    - e. Food and Beverage. All Renters that will require food and/or alcohol for their events must utilize the Longacre House contracted caterer. No exceptions will be made without Facility Manager approval.
    - f. Payment Terms.
      - i. A security deposit is required for all parties over 25 people. An additional deposit may be required or the amount or type may be changed at the discretion of management.
      - ii. The Renter shall pay an initial payment of 50% of the total rental charges at the time of applying, and the remaining 50% at least 10 days before the beginning of the event. The Renter shall pay any additional charges for technical services upon presentation of a bill by the City. The City reserves the right to charge a deposit in anticipation of additional charges that may be incurred. Renter shall be responsible and liable for payment of any music clearances or royalty fees and shall hold the City harmless and indemnify the City for same. No exceptions will be

permitted unless satisfactory credit arrangements are made in advance. Rental deposits and payments are subject to charges of 1% per month if not paid within 30 days of notice of amount owed whether in writing, verbally, or by invoice.

- g. Cancellation and Refund. Renters who cancel shall forfeit 50% of initial payment if cancellation is made up to 30 days in advance of the scheduled event. Renters who cancel within 30 days of first contracted usage date will automatically forfeit all payments they have paid to the City. In addition, Renter shall be responsible for any out of pocket expenses incurred by the City. Rescheduling of events and additional deposit requirements are entirely at the discretion of the Facility Manager.
- 4. Farmington Hills Ice Arena. The first floor of Farmington Hills Ice Arena consists of the ice surface and related facilities. The second floor, known as the "Ice Arena Club" contains rentable space that includes a soda shop-style seating area, a dance floor area, and a meeting room.

  - a. Forum Designation and Permitted Uses.

    - i. The Ice Arena, as a whole, shall be regulated as a Non-Public Forum. No activities unrelated to the purpose of the forum or the purpose for which a room or other portion of the facility has been rented, shall take place in the forum.
    - ii. The first floor of the Ice Area is intended to be regulated as a Non-Public Forum, within which the ice surface and accessory facilities (e.g. locker rooms) is available for rental only for Ice Area-related purposes (e.g. hockey and other ice-based events, practices, etc.) on a fee-based, first-come first-served basis, subject to the following regulations.
    - iii. The Ice Arena Club's second-floor rentable rooms shall be regulated as Limited Public Forums for the purpose of providing space for meetings, lectures, seminars, banquets, political events, religious activities, and similar gatherings or events to the public, civic and community groups, charitable organizations, and the business community.
  - b. Facility Manager. Applications shall be made to the Department of Special Services.
  - c. Scope of Use. To the extent that any portion of the Ice Arena is rented for any specific purpose, the Rental Representative and that Representative's invitees shall contain their activities to the

interior of the rented room and shall not use hallways or other common areas of the facility in connection with their event.

- d. Political Uses. Political activities, including campaign events, fundraisers, and partisan events, are allowed at rental rooms of the second-floor Ice Arena Club, provided that the applicant pays all rental fees and uses the facility as any other Renter, subject to Section V and all other applicable rules and regulations of this Policy.
- e. Renter Cancellation and Refund. Renters who cancel shall forfeit 50% percent of initial payment if cancellation is made up to 30 days in advance of the scheduled event. Renters who cancel within 30 days of the first contracted usage date will automatically forfeit all payments they have paid to the City. In addition, Renter shall be responsible for any out of pocket expenses incurred by the City. Rescheduling of events and additional deposit requirements are entirely at the discretion of the Facility Manager.
- f. Ice Surface Rental Rules and Regulations. Renters of the ice surface are subject to the following facility-specific rules and regulations:
  - i. Each rental hour is equivalent to 50 minutes of ice time. The remaining ten (10) minutes of the hour is reserved for resurfacing.
  - ii. All ice rental fees are to be paid in full at least one half hour in advance of the use of the ice facility, and are non-refundable. In the event that the advance payment is not maintained, the contract will be considered cancelled by the Renter.
  - iii. Nobody is allowed on the ice during resurfacing except two people to move goal nets. Zamboni drivers are instructed to cease resurfacing immediately if anybody places an object on the ice or if people are skating before the two Zamboni doors are closed. Once the Zamboni leaves the ice because of a violation of this rule, resurfacing will not re-commence during the time reserved by the Renter.
  - iv. All hockey players are required to wear full protective equipment and helmets when on the ice.
  - v. No physical or verbal abuse of arena employees will be tolerated.

- vi. Renters will not be permitted use of the locker rooms until one-half hour prior to ice time. An adult representative of a group must be present in the locker rooms at all times in which it is in use.
- vii. A Renter may receive key(s) to a locker room from the office in exchange for a car key. Said person is responsible for securing the room when the group is on the ice and after all persons have vacated the room. Locker room keys shall be returned to the office for return of the car key. There is a fee for lost and/or damaged key(s) established by the Facility Manager in the Facility Manager's discretion.
- viii. No food and drinks are permitted in the locker rooms, on the ice, or on the players' and penalty benches, including the scorer's box, with the exception of non-alcoholic beverages in non-breakable containers.
- ix. Warm-up shots may not be directed to the side dasher boards by hockey players.
- x. Renters are responsible for the conduct of the persons using the arena facilities during the ice time for which they have contacted. Ice Renters will be held responsible for any vandalism, breakage, and cleanliness of locker room and all other arena property. It is strongly recommended that the Rental Representative be the last person to leave the locker room each time it is totally vacated.
- xi. Possession and/or use of tobacco or vaping products, hallucinatory drugs or alcoholic beverages are strictly prohibited on arena property. Violators will be reported to the police.
- xii. At the conclusion of the time for which the ice has been rented, all persons are to leave the ice promptly so that resurfacing may begin immediately. Ice Renters will be charged for whatever time is used beyond that for which they have contracted at rates established by the Facility Manager in the Facility Manager's discretion.
- xiii. Only food and beverage items purchased within and from the arena are allowed.

C. Parks.

- 1. Forum Designation and Permitted Uses. City Parks are open as a Traditional Public Forum (to the extent that they are open-air and not



designated for specific uses such as sports facilities/fields and reservation-based picnic shelters), subject to the Rules and Regulations established in Chapter 19 of the Farmington Hills Code of Ordinances, all other applicable ordinances, statutes, and regulations, including but not limited to those pertaining to disturbing the peace, noise, and nuisance, and to the requirements and restrictions set forth in this Subsection VII.C.

- 2. Facility Manager. Applications for reservation-based park facilities are to be made to the Department of Special Services.
- 3. Scope of Use. Users of City Parks shall conduct their activities so as not to disrupt the operations of portions of parks designated for specific purposes, including but not limited to: baseball, soccer, and other athletic fields; skate park; archery range; nature center; and golf course.
- 4. Fee-Based Reservation Park Facilities. The following park facilities are available on a first-come first-served fee-based basis, subject to the terms of this Policy and the following rules and regulations:
  - a. Heritage Park Shelter-Specific Rules and Regulations:
    - i. Shelters are rented in one-hour intervals. Shelters shall not be rented or used earlier than 9am or later than sunset.
    - ii. Rental reservations are for the shelter and/or fire pit only. Park equipment, volleyball courts, and other park facilities are not available for rental, and are open to the general public on a first-come-first-served basis.
    - iii. Outside equipment such as inflatables, mechanical rides, amplified sound systems, etc., are not permitted.
    - iv. Portable propane grills are prohibited. Renters may use the City-provided charcoal grills on-site, but users are responsible for providing their own charcoal.
    - v. If the reservation includes electricity, it includes 2 circuits, 15 amps each. Renter must provide heavy duty extension cords.
    - vi. On-site water faucet is not drinkable water and is for park staff use only.
    - vii. Receipt must be retained during reservation by the Renter and presented to park personnel upon request.

- viii. Trash pickup and other cleanup duties are to be performed by the rental group. Therefore, the shelter must be left in the condition in which it was found. The site will be inspected by park personnel at the end of the rental period.
  - ix. The Splash Pad is a Memorial Day through Labor Day operation. Its operating hours are 10am to 8pm, weather dependent.
  - x. Renters are required to obtain permission from the Facility Manager or the Facility Manager's designee to have catering, but the caterer must be properly licensed by Oakland County.
  - xi. Balloons are not permitted, as they pose a choking hazard to wildlife and clog the Splash Pad drain.
  - xii. A full refund (less administrative fee) will be issued if rental is canceled more than 30 days from the rental date. A 50% refund will be issued if rental is canceled 30 days or less from rental date. Refunds will only be issued in the event of severe weather as determined in the discretion of the Facility Manager.
- b. Stables Art Studio, Caretakers Farmhouse, Day Camp/Nature Center/Riley Archery Range and Skate Park:
- i. These facilities shall not be rented or used earlier than 9am or later than sunset.
  - ii. Rental reservations are only for the specific facility that has been applied for. Equipment, volleyball courts, playground areas, and other areas in the park are not available for rental (except as provided in this Policy), and are open to the general public on a first-come-first-served basis.
  - iii. Outside equipment such as inflatables, mechanical rides, amplified sound systems, etc., are not permitted.
  - iv. Receipt must be retained during reservation by the Renter and presented to park personnel upon request.
  - v. Trash pickup and other cleanup duties are to be performed by the rental group. Therefore, the rented facility must be left in the condition in which it was found. The site will be inspected by park personnel at the end of the rental period.

- vi. Renters are required to obtain permission from the Facility Manager or the Facility Manager's designee to have catering, but the caterer must be properly licensed by Oakland County.
  - vii. Balloons are not permitted outside.
  - viii. A full refund (less administrative fee) will be issued if rental is canceled more than 30 days from the rental date. A 50% refund will be issued if rental is canceled 30 days or less from rental date. Refunds will only be issued in the event of severe weather as determined in the discretion of the Facility Manager.
- c. Fields (Games and Practices). The following requirements and regulations shall apply to reservations of park fields for games and practices:
- i. All field users are required to submit a Field Guideline Application prior to reserving a field.
  - ii. Field hours are from 8:00 a.m. to sunset.
  - iii. Prospective field Renters are classified into two groups: Group I (non-profit organizations including YMCA, Civic Organizations, and homeowner associations; and private groups or teams consisting of at least 60% Farmington Hills residents); and Group II (for-profit organizations, non-community groups, and non-residents).
  - iv. Group I non-profit organizations must supply their tax exempt number.
  - v. Groups I and II may be offered block scheduling (i.e. reserving fields for the entire season as opposed to a weekly basis) by completing a Field Use Reservation Form and submitting for review to the Facility Manager.
  - vi. Group I block scheduling occurs May 15<sup>th</sup> for Spring/Summer and July 15<sup>th</sup> for Fall.
  - vii. Group I and II can reserve fields by May 15<sup>th</sup>.
  - viii. All reservations that require dragging and lining of fields must be made 3 days prior to field use.
  - ix. Field use is permitted May 15<sup>th</sup> through October 15<sup>th</sup>, weather permitting.

- x. During the period of the reservation and field use, the individual or organization shall procure and maintain a General Liability insurance policy in accordance with this Policy.
  - xi. Inclement weather may result in the cancellation of field use.
  - xii. Field Use Permits will be issued upon approval of a requested reservation for the use of any athletic facility.
  - xiii. The Field Use Permit must be carried with the permit holder at all times during the event.
  - xiv. The Field Use Permit only assures use of the field permitted and not exclusive use of the park or other fields.
  - xv. Permit holders are responsible for those attending the outing. Permit holders and their participants and those attending their outing shall abide by all City and park ordinances and rules.
  - xvi. No refunds will be given after fields have been reserved.
- d. Fields (Tournaments). The following requirements and regulations shall apply to reservations of park fields for tournaments:
- i. During the period of the reservation and field use, the Renter shall procure and maintain a General Liability insurance policy in accordance with this Policy.
  - ii. The Renter will not charge a parking fee, however it may charge an entrance fee.
  - iii. Outside concessions and vendors are not permitted unless the Renter has obtained approval from the Facility Manager or the Facility Manager's designee. Any food vendor approved by the Facility Manager or the Facility Manager's designee must be properly licensed by Oakland County.
  - iv. The Renter shall provide tournament game schedule and field set up information a minimum of one week prior to the event to the Department of Special Services.
  - v. The amounts of a non-refundable deposit and all fees and charges for field reservations shall be established by the Facility Manager. The deposit is due at the time of reservation. Full payment of all fees for the reserved fields

must be made a minimum of 10 working days after the event, check payable to Farmington Hills Recreation and sent to: Costick Center, Attn: Field Reservations, 28600 Eleven Mile Road, Farmington Hills, MI 48336.

- vi. Baseball tournament teams are not permitted to use soccer fields.
- vii. Renter and its participants and guests shall abide by all City and park ordinances and rules.
- viii. The Renter shall provide the name and daytime phone number of the event's on-site contact person.
- ix. Renters may rake a baseball field, but not use any mechanical devices or vehicles for said purpose.
- x. Inclement weather may result in the cancellation of field use.

D. Facilities Not Available for Rent or Use by Outside Groups/Individuals. The following City facilities and properties, or portions thereof, are Non-Public Forums. No space within these facilities is available for fee-based or non-fee-based rental use, and no portion of these facilities nor any portion of their premises that is not entitled to regulation as a Traditional Public Forum is intended to be opened as forums for activities unrelated or disruptive to the purpose of the facility.

- 1. Fire Stations 1, 2, and 4
- 2. Fire Station 3 (to the extent that it is separated from the Jon Grant Community Center).
- 3. Police Department Building
- 4. 47<sup>th</sup> District Court
- 5. Department of Public Works Facility (including outbuildings)
- 6. Farmington Hills Golf Club, except for golf outing fundraisers.
  - a. Note: The restaurant within the Farmington Hills Golf Club is operated by a private entity pursuant to a concession agreement with the City. Any decisions made by that entity pursuant to its independent operating procedures and in compliance with applicable public accommodations law in furtherance of its business purpose shall not be construed as manifesting an intent of the City to confer public forum status on any portion of the Farmington Hills Golf Club property.

- 7. Park and Golf Maintenance Facility.
- 8. Amphitheater at Heritage Park.
- 9. Any other facility not identified in this Policy as a Traditional Public Forum or Limited Public Forum.

VIII. Repealer, Conflicts, and Severability

- A. Prior Facility Use Policies Repealed. This Policy amends, restates and supersedes any and all prior facility use and political activities policies adopted by the City Council. Any prior facility use and political activities policies are hereby repealed.
- B. Conflicts. If any provision of this Policy is inconsistent or conflicts with the City Code of the City of Farmington Hills, or any other binding state or federal statutes, regulations, or law, this Policy shall be superseded to the extent that it conflicts with those statutes, laws, ordinances, regulations, or other laws.
- C. Severability. In the event that any of the terms or provisions of this Policy are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair any of the other terms, provisions or covenants of this Policy or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.