

## **BUILDING USE POLICIES AND PROCEDURES**

1. All requests for the use of Rosie's House facilities shall be in writing using the form **Building Use Request Form** (provided by Rosie's House).
2. An application for use of facilities shall be submitted at least two (2) weeks prior to the date(s) requested. Approval is contingent upon:
  - a. The specific date(s) requested;
  - b. The facilities, equipment, and resources requested; and
  - c. The purpose for which the facilities will be used.
3. A Certificate of Liability Insurance is required for all visiting community groups and organizations, naming **Rosie's House: A Music Academy for Children, Inc., 919 E. Jefferson St., Phoenix, AZ 85034** as an additional insured party. This document is to be kept on file with the Operations Director and the coverage dates must be current for all reservations. Individuals or groups of a smaller, less-organized nature may not carry liability insurance, and in these instances, all such individuals or members of said groups must sign a **Waiver of Liability, Assumption of Risk, and Indemnity Agreement** prior to using the facility.
4. Rosie's House observes the following holidays, both actual and observed, on which its facilities are closed to use/rental: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day (July 4), Labor Day, Thanksgiving Day, the day following Thanksgiving, and Christmas Day. Rosie's House reserves the right to decline rental requests for other days to meet the needs of its program, staff, and operations.
5. No Applicant will enter into an agreement for sub-leasing any facility assigned to Applicant.
6. Each Applicant shall take the facilities in the condition in which it is found, and in the event any Applicant finds it necessary to remove or change the location of any furnishings/equipment, Applicant shall agree to return all furnishings and/or equipment to the location in which same was found. A site visit a week or more prior to using the facility is highly encouraged to orient the Applicant and to allow ample time for Rosie's House staff to make reasonable accommodations and/or changes in advance of the event.

7. The Applicant using the facilities shall be responsible for the payment of any and all damage to the building, furnishings, fixtures, equipment, etc., sustained from such use, whether caused by the Applicant or his/her Participants, ordinary wear and tear excepted. Repair of damages to the premises shall be at the expense of the Applicant.
8. All decorative or other materials shall be of a non-combustible type or be suitably treated with a flame retardant approved by the Fire Department. No person(s) shall bring, exhibit, or set off fireworks or explosives on the premises.
9. No portions of the sidewalk, entries, doors, windows, lighting fixtures or ways of access to the public utilities of the premises shall be obstructed or caused to be obstructed, or caused to be used for any purpose other than ingress and egress. The Applicant shall pay for any damage resulting on account of any misuse of any portion of the premises.
10. Rosie's House shall not be liable for any loss, damage, or injury to properties of any kind that are delivered to, stored in, or on, the premises. Properties shall not be delivered until Applicant has made proper arrangements for receiving, handling, and storage of such material, should the space be available.
11. Rosie's House shall have the sole right to collect and have the custody of articles, equipment, or effects left on the premises by the Applicant or his/her Participants, and to provide for the disposal thereof. Such articles shall be kept on the premises for thirty (30) days, after which they shall be deemed abandoned and disposed of by Rosie's House. Rosie's House shall assume no responsibility for losses suffered by the Applicant and/or his/her Participants as the result of theft or disappearance of equipment, articles, or other personal property.
12. All persons shall use only designated entrances and exits, and all articles, exhibits, fixtures, displays and other equipment shall be brought into and out of the building only at said entrances and exits. Vehicular traffic or parking in areas on the premises not designated for that purpose shall require prior approval of Rosie's House.
13. The Applicant and his/her participants shall comply with all laws of the United States and State of Arizona, and with all applicable city ordinances including any rules and regulations for the facilities established by Rosie's House. Violations will result in revocation of permission to use the facilities.

14. Any use of the facilities which is contrary to the mission of Rosie's House, or is not in the best interests of Rosie's House, shall be grounds for immediate revocation of the permit.
15. Applicant and his/her participants shall not post or permit to be posted any sign, decoration, or other materials upon said premises that will tend to injure, mar or in any manner deface said premises. Rosie's House will not permit nails, hooks, adhesive fasteners, tacks, or screws to be installed on any part of the building or premises.
16. Applicant and his/her participants shall not distribute, circulate, or permit to be circulated any advertising matter or program at the entrance to or on any part of the premises that does not pertain completely to the purpose for which the facilities were requested in the application.
17. Persons will not be permitted inside any facilities in excess of the established capacity (401 persons for the building, inclusive of other staff and individuals who may be present). Maximum occupancies for the Youth & Family Center and the Divine Performance Hall are posted in each space, respectively. Enforcement of the requirement rests with the Applicant and will be monitored by attending staff and/or security.
18. Rosie's House reserves the right to impose any additional rules or regulations or to set special rates and use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of Rosie's House and agreed to by the Applicant.
19. All activities must be under competent, adult supervision supplied by the Applicant in adequate and reasonable proportion to the number of youth in attendance.
20. Payment shall be made to Rosie's House in the form of a check and rendered on, and no later than, the event date or the final date of an event series. Payment shall be remitted on a weekly basis for event series with a duration of more than one (1) week. Rental costs shall be in accordance with Rosie's House fee schedule, determined in advance of all events, and finalized with the approval of the Operations Director. Additional fees for staffing, security, cleaning, set-up/strike, and equipment use may apply, depending on the needs of the Applicant and/or the impact on the facility. Fees are also subject to increase due to damage incurred as stated in Paragraphs 7 and 9 above.

21. The following specific rules shall be observed while using any facility, and the Applicant shall be held responsible for enforcing them and for any damages growing out of any violation of them:
- a. Smoking and vaping of any kind (cigars, cigarettes, pipes, electronic cigarettes, or other vaping devices) are not permitted within the entirety of the facility, including the Cracchiolo Terrace. In accordance with the Smoke-Free Arizona Act, smoking is prohibited inside and within 20 feet of entrances, open windows, or ventilation systems of the building.
  - b. Consumption of alcoholic beverages anywhere on the premises is prohibited without express permission from Rosie's House. If such permission is granted for an event, a Special Event liquor license is required by law, granted by both the City of Phoenix and the State of Arizona. The license must be conspicuously displayed at the event and all applicable laws and regulations must be followed without exception.
  - c. Persons attending functions and events at Rosie's House shall confine themselves to the specific part of the facility assigned, per the approved application/permit form.
  - d. The use of Rosie's House equipment or supplies shall not be permitted without approval noted on the application/permit form.
  - e. Facilities must be vacated by 10:00 pm unless permission is otherwise granted specifically. It is the responsibility of the Applicant to administer this policy, and adherence will be monitored by attending staff and/or security.
22. Applicant and his/her participants will have access to the Rosie's House guest wi-fi throughout the duration of the rental period. The network is password-protected and access to the wi-fi network will be given at the start time of the rental period. **The guest wi-fi network is content-filtered by the internet service provider to be youth-appropriate and as a result, certain websites may not be accessible.** The applicant and his/her participants are responsible for monitoring their internet use and are prohibited from accessing malicious websites and/or downloading viruses, malware, or any other harmful programming.

Applicant Name (please print): \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Operations Director Signature \_\_\_\_\_ Date: \_\_\_\_\_