



**Martin Luther King, Jr. Community Center**  
**Facility Use Policy and Procedure**  
*Effective January 13, 2025*

**POLICY**

The City of Huntsville makes available the Martin Luther King, Jr. Community Center (MLK), located at 300 Martin Luther King Blvd., to the citizens of Huntsville and/or Walker County for cultural, educational, and family events suitable to a neighborhood setting.

**A. Purpose**

1. To ensure both availability and uniformity of use by outside parties.
2. To specify the guidelines necessary to safely utilize the MLK Community Center.
3. To ensure the integrity of the MLK Community Center is not altered for continued use.

**B. Definitions**

1. “Facility” herein pertains to the Martin Luther King, Jr. Community Center (MLK Center) and surrounding grounds (excluding the pavilion, playground and open play areas herein referred to as “Park”).
2. “City” herein pertains to the City of Huntsville and its employees.
3. “Lessee” herein pertains to the individual, group, or organization renting and executing the agreement for this Facility.

**C. Description of Facility**

1. Maximum Occupancy: 200
2. Retractable Stage
3. Separate Men/Women Restrooms
4. Kitchen Amenities: 2 Flat Top stoves/ovens; Refrigerator/Freezer; Steel Sink; Microwave & Convection Microwave, and Ice Machine (2 Scoops)
5. There is NO phone available at this facility
6. Audio/Visual (Surround Sound, Microphone, Projector & Screen)

**D. Rental Days and Hours**

1. The Facility is available for rentals from 7:00a.m. – 10:00p.m.
2. The following days are NOT available for rental purposes:
  - a. Thanksgiving Day (through the weekend)
  - b. Christmas Eve or Christmas Day (or the weekend if either day falls on it)
  - c. New Years’ Eve and New Year’s Day (or the weekend if either day falls on it)
  - d. Election days (Tuesday and/or Saturday)
  - e. The weekend of MLK community celebration in January
  - f. The weekend of Juneteenth community celebration in June
3. The City will have the final authority on whether to rent on any other day or other observed City Holidays.
4. The City schedules various activities throughout the year and will have first priority over any and all reservations.



**E. Rules and/or Responsibilities of the Lessee**

1. The Lessee must be 21 years of age or older with a valid photo ID present.
2. The Lessee shall abide by these policies as well as any applicable City Ordinances, State and Federal Laws.
3. The Lessee is responsible for the safety, character, acts, and conduct of all persons admitted to the premises. The Lessee will be responsible for the Facility and those in attendance. The Lessee will be held responsible for any damages that occur to the Facility by the Lessee or by a participant in attendance at the Lessee's event.
4. Where the Lessee is acting on behalf of an organization, the Lessee shall have full responsibility for communicating provisions of this policy to the organization, and the Lessee will be fully responsible for the Facility and those persons admitted to the event.
5. The Lessee is NOT permitted to solicit funds or sell goods in or around the Facility without written approval of the Director of Parks and Leisure.
6. A key will NOT be issued. The Lessee (or his/her designated representative individual who is 21 years of age or older) shall remain with the Facility at ALL times.
7. Tables and chairs will be made available for Lessee's use. Lessee is responsible for setting up and taking down tables and chairs.
8. The City has a limited number of tables and chairs for use by the Lessee. If this is not an adequate supply, it is the Lessee's responsibility to acquire the additional tables and chairs suitable to the Lessee. Such personal property shall be obtained at the Lessee's expense. The City shall NOT be in any manner responsible for such property brought in by the Lessee.
8. The Lessee shall NOT sublet the Facility.
9. Please note, this Policy does NOT permit sole use of Emancipation Park or the Emancipation Park Pavilion
10. It is the Lessee's responsibility to inform the City of any problems with the facility immediately.

**F. General Rules and/or Responsibilities**

1. Possession or consumption of alcoholic beverages is NOT allowed on the premises (inside and outside) of the Facility and/or surrounding Park areas.
2. Smoking is NOT allowed inside the Facility; please dispose of tobacco products properly.
3. No pets/animals are allowed inside the Facility. Exceptions to this policy are guide animals for the physically challenged, or animals used in law enforcement.
4. Gambling is NOT permitted in or around the Facility or Park.
5. Set up and clean up time shall be considered included in the reservation time.
6. The City has the right to enter the Facility at any and all times.
7. The City has the right to immediately terminate an event.
8. The City reserves the right to refuse any individual or organization future use of the Facility due to abuse of policies or other laws.
9. Loud noise is prohibited by City Ordinance. Lessee shall NOT use electronic equipment at a volume which emits sound beyond the Facility and shall NOT create a disturbance by causing excessive noise by any means.



10. The City is NOT responsible for lost, damaged, or stolen items. Items of value, such as purses, wallets, cell phones, and cameras (except for food and beverages which will be disposed of) found at the Facility will be taken to the Huntsville Police Department.
11. Furnishings, supplies, and equipment belonging to the City are NOT permitted to leave the premises for any reason.
12. Improper use of furniture, fixtures, or equipment is NOT permitted. The City will NOT be held responsible for any damages caused to the Lessee's persons or property due to such negligence and the Lessee will be held responsible for any damages done to the Facility, equipment, fixtures, or furniture should such an occurrence happen.
13. All Fire Safety Codes are required to be followed at all times.
14. Bounce House are not permitted inside or outside of the facility.
15. No vehicles are allowed to park in the grass at any time, including loading & unloading equipment.
16. Per City Ordinance, BBQ pits are not allowed under the awning, porch, or in the parking lot. BBQ pits are allowed in designated area ONLY, the Eastside of the building.
17. No dumping crawfish remains or coals in the grass. All trash must be disposed of properly.

**G. Reservations**

1. Only an executed Rental Agreement guarantees a reservation date.
2. To execute the Rental Agreement, the Lessee must pay the deposit on the day the reservation is made with the Parks and Leisure Department (936-294-5721).
3. Reservations can be made up to one (6) six months in advance.
4. Rental Agreements shall be executed a minimum of one (1) month prior to the reservation date.
5. If the Lessee reservation was canceled for non-payment and wishes to execute the Rental Agreement again, the Lessee must pay the deposit and execute the Rental Agreement at the time of reservation.

**H. Fees; Payments**

1. The Lessee must pay deposit when the Rental Agreement is executed in order to guarantee a reservation. Please refer the Fee Schedule.
2. Payment can be in the form of cash, personal check (non-temporary), cashiers check, credit card, or money order.
3. Payment is to be made payable to the City of Huntsville.
4. There will be a \$35.00 fee assessed on all return checks (effective 12/05).
5. Fees are set by the City's Administration, are subject to change, and apply to all users.
6. Fees paid at the time of execution of the Rental Agreement will be honored if a fee change occurs.
7. A held reservation will NOT guarantee the fee if a fee change occurs.
8. Refunds will NOT be issued for any unused portion of time.

**I. Fee Schedule**

Fee Description	Amount
Rental Fee-City Resident	\$100 first hour/\$25 each additional hour
Rental Fee-Walker County Residents	\$125 first hour/\$25 each additional hour
Rental Fee-Non-Residents	\$150 first hour/\$50 each additional hour



Security Deposit	\$200
Audio/Visual Deposit	\$50
Audio/Visual Fee	\$25
Returned Check Fee	\$35
Cancellation (6-15 Business Days Prior)	½ Deposit returned
Cancellation (Within 5 Business Days)	No Deposit returned

**J. Deposits**

1. Deposits are required for ALL reservations to assure that the Facility is not jeopardized in any manner.
2. Deposits are deposited by the City the day they are received and do NOT apply towards the Facility Permit Fee.
3. Deposits are refunded by City check and mailed within 30 days after the reservation date pending (1) that the Facility is left in accordance to the rules and regulations laid out in this agreement, and (2) no fees have been assessed.
4. The Deposit monies shall be used by the City to repair, replace, or pay for any property which has been damaged or left in an unacceptable condition by the Lessee. The Deposit may be held until the full extent of the damages has been assessed and repairs have been made.
5. If damages exceed the Deposit, the Lessee will be billed for the additional charges.
6. If the Deposit is forfeited for any reason, the Lessee will be billed for any additional fees.

**K. Cancellations; Rescheduling**

1. All cancellations must be received *in writing* and during normal business hours.
2. Any Lessee that cancels a reservation between six (6) and 15 business days prior to the rental date shall be refunded one-half (1/2) of the deposit and the full Permit Fee, unless they have made provisions to reschedule the use of the Facility.
3. Any Lessee that cancels a reservation five (5) or fewer business days before the rental date shall forfeit their entire Deposit; however, the Lessee shall be returned the Permit Fee.

**L. Decorations**

1. Decorations should be limited and NOT interfere with the integrity of the Facility or its contents.
2. **No decorations/tacks are allowed on acoustic panels. Do not remove acoustic panels off the wall.**
3. Only painters tape is allowed to be used on surfaces for decorations, and must be completely removed before departure. NO duck tape, staples, or tacks are allowed.
4. Fastening devices (such as staples or hooks) that punctures a surface are prohibited, acoustic panels, walls, and stage.
5. Hanging items from the ceiling is prohibited.
6. Special effect machines, (i.e. smoke machines, bubble machine, fog machines, mirror balls, fountains, etc.), are prohibited.
7. The City will NOT be held responsible for any injuries or damages that may occur from decorating or the decorations themselves.
8. Balloons found in the ceiling or stuck in the rafters will forfeit deposit.



**M. Certified Peace Officers**

1. The City reserves the right to and shall have the authority to stipulate a reasonable number of Certified Peace Officers to ensure the safety of the public and the Facility at times during which the facility is used and occupied by the Lessee.
2. The Lessee will employ at their expense said number of Certified Peace Officers to be present 30 minutes prior to the beginning of the event, during the entire event, and up to 30 minutes after the event.
3. The Certified Peace Officer(s) must be employed with an agency within the jurisdiction of Walker County limits.
4. If applicable, the Lessee must provide proof that the Certified Peace Officer(s) were present during the time of the event to the City.

**N. Liability/Waivers/Insurance**

Lessee agrees to and shall indemnify and hold harmless the City from and against any and all claims, losses, damages, causes of action, suits or liability of every kind, attorney's fees, for injury to or death of any person, or for damages to any property, arising out of or in connection with the use of the Facility, its agents, representatives, assigns, invitees, and participants under this agreement. Such indemnity shall apply where claims, losses, damages, cause of actions, suits or liability arise in whole or in part from the negligence of the City.

**PROCEDURE**

**A. Purpose**

Provide clear guidelines to the Lessee of the expectations and procedures involved for their rental.

**B. Arrival**

- 1 The Lessee must meet the City at the Facility at the time indicated on the Rental Agreement.
- 2 Should the arrival time need to change (altered arrival time), it is the Lessee's responsibility to contact the on-call Parks and Leisure Crew Leader on Friday before Noon of the Lessee's weekend rental day.
- 3 The Lessee must show a valid photo ID, proof of rental by showing the copy of the executed Rental Agreement and receipt prior to being allowed into the Facility.
- 4 Remember, a key is NOT issued to the Lessee, therefore, the Lessee shall remain with the Facility at all times. (See General Procedures, Section E.6.)
- 5 The City shall perform a joint inspection of the Facility with the Lessee, at which time the City will explain the Facility and location of important features and available supplies and note and attempt to fix any problems with the Facility.

**C. Clean Up Required**

**Community Services Department**  
*Administrative Policy*



1. The Lessee shall return the Facility (inside and outside) to the same condition as when received, if not better. Some cleaning equipment is made available for the Lessee's use and is NOT to be removed from the Facility under any circumstances.
2. Tables and chairs shall be wiped clean and be free of any type of adhesive device, markings, food/beverage particles, or residue of any type. Tables and chairs then shall be placed back in the location/manner in which they were retrieved.
3. All floors including bathroom must be swept clean and all spills cleaned up.
4. All trash and litter must be disposed of properly in the outside dumpster.
5. If applicable, the kitchen must be swept clean, all spills cleaned up, trash removed, and all appliances must be turned off. All inside and/or outside preparation areas must be properly cleaned. Any personal food items and utensils found in the Facility will be disposed of.

**D. Departure**

1. The City will arrive at the departure time indicated on the Rental Agreement at which time the Lessee needs to have completed cleaning the Facility.
2. Should the Lessee finish early and need to alter the departure time (altered departure time), it is the Lessee's responsibility to call the City one (1) hour prior to having the Facility cleaned.
3. The City and Lessee shall perform a joint inspection of the Facility prior to departure.
4. Crew Leader check list must be signed by both parties.



## Martin Luther King, Jr. Community Center

### Rental Departure Policy

#### Things to Remember:

- Once a staff member has met you at the building to unlock it, the renter must remain in the building. Staff will not come back out to unlock the building if the renter leaves and comes back later.
- The renter must be at the Community Center for Pre and post-inspection checks.
- For 10:00 PM check-outs, the building must be cleaned and ready to be locked up at 10:00 PM.
- Do not leave the building unoccupied.
- Furniture is not allowed outdoors.
- No smoking or drinking in the building. Alcohol is not permitted in the park.
- Do not drive in the grass or pull cars up to the back door.
- Do not leave doors open. This will freeze up the HVAC (Air Conditioner) units.
- Report any issues with the building to staff prior to departure.
- No staples, nails, or tacks in the wall. Only painters tape is allowed on surfaces for decorations.
- Secure all balloons. Any balloons found up on the ceiling will forfeit the deposit.

#### Departure Check List:

- Clean all tables and chairs used during rental. Remove all tape and other adhesive residue.
- Leave tables out so that they may be inspected by the staff member closing the building.
- Remove all decorations from the premises. If you place decorations outdoors, they need to be removed as well.
- If balloons are used outdoors, remove them before departure.
- Make sure the stage area is clean.
- Make sure restrooms are clean.
- Make sure the kitchen is clean.
- While sweeping, please make sure glitter, confetti, candy, food, etc. is picked up before mopping.
- Remove all trash and place in the dumpster behind the building.

**\*\*\*Failure to follow policy will result in the forfeiture of the security deposit. Please make sure to follow the above-listed guidelines to get the security deposit returned. Damages created to the facility, beyond the amount of the security deposit, will be at the renter's expense, and will have to be paid for prior to subsequent rentals.\*\*\***