

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT**

**FACILITY RENTAL APPLICATION & AGREEMENT**

The person signing this Facility Rental Application & Agreement ("Agreement") and the persons or organization on whose behalf the facility rental is being made (collectively the "Renter") are responsible for compliance with this Agreement between the Renter and the Bainbridge Island Metropolitan Park & Recreation District ("District"). The facility requested for rental in this Agreement is referred to as the "Facility".

This Agreement is supplemented by the Facility Rental Manual ("Manual") which is incorporated herein by this reference. If there is a conflict between the Agreement and the Manual, this Agreement shall control. All Renters are required to read and sign the Facility Rental Application & Agreement and the Facility Rental Manual as part of their facility rental.

Please read both documents carefully, fill out the Facility, Renter, and Event Information sections of this Agreement, initial at the bottom of each page, and sign the signature page at the end of this document.

**FACILITY & PARK INFORMATION**

Name of Facility or Park \_\_\_\_\_ Area in Park \_\_\_\_\_

**RENTER INFORMATION**

Renter Name \_\_\_\_\_

Organization \_\_\_\_\_

Address, City, State, Zip \_\_\_\_\_

Contact name \_\_\_\_\_ Email \_\_\_\_\_

Tel.: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

**EVENT INFORMATION**

Date of event \_\_\_\_\_ Estimated attendance\* \_\_\_\_\_

*\*Depending on the facility and number of attendees, the District may require additional portable toilets or waste disposal containers. The District will order these items; the Renter will pay the District for the related costs.*

Time event begins (incl. set up) \_\_\_\_\_ Time event ends (incl. clean up) \_\_\_\_\_

Description of event \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Attach additional pages if needed)

Open to the public?	Yes	No	Will minors be present?	Yes	No
Admission fee charged?	Yes	No	Will there be music?	Yes	No
Will food be served?	Yes	No	Will food be sold?	Yes	No
*Will you have alcohol?	Yes	No	Will alcohol be sold?	Yes	No

*\* If yes, a District Alcohol Use Permit must be completed. Additional fees apply. Due to covenants on the property, alcohol cannot be served at Island Center Hall under any circumstances.*

Initials

## **CONDITIONS OF USE**

### **A. RESERVATIONS**

1. Renters wishing to use a facility should make reservations well in advance of the intended date of use because demand for facilities is high and dates fill quickly. Large events or events with alcohol will require 2 weeks advanced notice.
2. The rental process for a facility is not complete or confirmed until: (1) Renter delivers to the District the completed Facility Use Agreement, rental fee, damage deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the District; and (2) the District, in its sole discretion, approves such rental in writing.
3. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this agreement.
4. Renter shall provide the District with a single contact who is to serve as the representative for Renter's activities.
5. Renter shall be responsible for securing all required permits and licenses.
6. The Facility shall be used for the purpose stated in this agreement and no other use will be permitted.
7. Renter shall not use the District's name to suggest endorsement or sponsorship of the event without prior written approval of the District's Executive Director or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
8. Renter shall permit any District officers, employees, or agents to visit the Facility during the rental period.
9. Renter shall be responsible for picking up the keys to the Facility, if any, at the Aquatic Center prior to the event and during the Aquatic Center's customer service hours. Renter shall return keys immediately following the event to the Aquatic Center.
10. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of the District.

### **B. FEES**

1. Rental and reservation fees and a damage deposit are required by the District for most facility rentals. The fee is charged in accordance with the District's fee schedule. Applicable fees for this facility rental are itemized at the end of this Agreement. This does not include fees incurred following facility use such as lost keys, facility damage, or staying beyond the ending time.
2. Facility rental reservations that are cancelled by the Renter must be made in writing and will be processed and refunded as follows: *Cancellations made 30 or more days prior to rental date will receive a refund of fees paid, less the District's standard cancellation fee. Cancellations made 8-29 days prior to rental date will receive a 50% refund of fees paid, less the District standard cancellation fee. Cancellations made 7 days or less prior to rental date will receive no refund. The reservation fee is non-refundable. Transfers to another date, time or facility made 7 days or less prior to the rental date are not permitted*
3. The District may charge an additional amount of twice the regular rental rate for any event continuing past the ending time stated in this agreement.

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4. Renter is responsible for any lost keys, and any costs that the District might incur to replace and/or re-key the Facility.
5. In the event the Facility is left damaged, in disarray, or in need of extensive cleaning, Renter shall be charged for janitorial and/or repair fees incurred by the District to make the repairs or clean the facility.

**C. INDEMNIFICATION AND INSURANCE**

1. Renter understands that use or occupancy of the Facility involves inherent risk, which could result in property damage, illness and/or bodily injury (up to and including death), and which includes risk of exposure to and infection by the novel coronavirus, COVID-19. Renter understands that exposure and infection can result from the actions and/or omissions of Renter, members of the public, and District employees, agents and contractors, and that infection could result in illness, bodily injury, permanent disability and/or death. Although the District has implemented preventive measures to reduce the spread of COVID-19, risk of exposure and infection cannot be eliminated entirely. In and for good and valuable consideration, Renter hereby (i) assumes the risk and all responsibility for the health and safety of Renter and its employees, agents and invitees when using or occupying the Facility; (ii) waives and forever releases the District and its employees, agents and contractors from any and all claims (including those for illness and bodily injury) arising out of or relating in any way whatsoever to Renter's use or occupancy of the Facility, even though said claims may arise out of the negligence of the District and its employees, agents and contractors; (iii) limits the District's liability to the limits of the District's insurance policy if the foregoing waiver and release is adjudged to be unenforceable; (iv) agrees to defend, indemnify and hold the District and its employees, agents and contractors harmless from and against any and all claims (including those for illness and bodily injury), damages, liabilities and expenses (including attorney fees) arising out of or relating in any way whatsoever to Renter's use or occupancy of the Facility and/or Renter's breach of this Agreement; and (v) agrees to notify the District if Renter or any of its employees, agents and invitees tests positive for COVID-19, has been exposed or potentially exposed to COVID-19, or is experiencing symptoms associated with COVID-19, including, without limitation, fever, shortness of breath, cough, and loss of taste or smell. This Section C.1 shall survive the termination of this Agreement and be fully applicable and enforceable thereafter.

2. If the District requires insurance for the event, the Renter shall procure and maintain general liability insurance against all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the District facilities and adjoining property.

The Renter will provide a certificate of insurance to the Park District prior to the facility rental date. The certificate of insurance will indicate the following:

- a) General liability insurance limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b) The Park District will be named as an additional insured. The full name must be indicated on certificate as well as the correct address. For exact wording, see below:

Bainbridge Island Metropolitan Park & Recreation District  
7666 High School Road  
Bainbridge Island, WA 98110

If a copy of the insurance certificate has not been turned in prior to the event, the District will deny access to the rental facility.

3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the District facilities and adjoining property to the Park District, in writing and as soon as practicable.

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4. Renter waives any right of recovery against the District, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the District, its officers, employees, or agents.

5. Renter waives any right of recovery against the District, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the District, its officers, employees, or agents seek recovery against Renter.

#### **D. SECURITY**

1. The District, at its sole discretion, may require a certain number of security officers for the event. Renter shall be responsible for procuring and paying for security officers through a private security agency. The Renter must confirm security requirements have been met prior to the event date.
2. Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The District is not responsible for providing this supervision. However, the District may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

#### **E. SET UP / CLEAN UP / DECORATIONS**

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the start and end times designated in this Agreement. Renter must arrange facility access for any of these parties within the rental times designated in this Agreement.
2. Renter shall not enter, prepare or decorate the Facility prior to the start time designated in this Agreement, unless dark fees are included in this agreement.
3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
4. Renter shall be responsible for all clean-up of the Facility, including adjacent grounds, at the end of the rental. Clean-up of the facility will be done using the "Clean-up Checklist" form with each item checked off when completed. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
5. Renter shall be responsible for all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for janitorial and/or repair fees incurred by the District as a result.

#### **F. EQUIPMENT / ACCESSORIES**

1. Renter shall not remove, relocate, or take District property outside of the Facility for any reason without the prior written approval of the District.
2. Renter shall not use District equipment or tools located in or about the Facility without the prior written approval of the District.
3. Renter shall not drive motorized vehicles on field or green space.
4. The District does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renter, at its own cost, may bring these systems into the Facility for their use. No amplification, public address, or recording/broadcasting without prior approval.

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**G. MISCELLANEOUS**

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
2. Renter shall not admit a larger number of individuals than the posted maximum occupancy.
3. Gambling of any kind is not permitted at the Facility
4. Smoking is not permitted in the Facility.
5. No animals are permitted at any indoor facility without special permission from the District, except for service dogs. Dogs are allowed on leash at all District outdoor parks.
6. Additional facility rental information, requirements, and restrictions governing this rental are included in the Facility Rental Manual as referenced on page one of this Agreement.
7. If Renter violates any part of this agreement or reports false information to the District, the District may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all the rental fee and/or the deposit.
8. The District may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
9. Any person aggrieved by the District decision with respect to this agreement may appeal to the Executive Director or his/her designee in writing no later than five (5) days after the District decision has been communicated to the aggrieved party.
10. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**IMPORTANT – READ BEFORE SIGNING**

I am the individual or an authorized agent of the organization submitting this Agreement. The information provided in this Agreement is true and correct. I have read and understand this Agreement and the Facility Rental Manual, and agree to all the rules, regulations, and conditions of use.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Print name \_\_\_\_\_  
 Organization \_\_\_\_\_

**DISTRICT USE ONLY**

Is insurance needed?    Yes    No                      Is an alcohol permit needed?    Yes    No

Check if required:    \_\_\_ portable toilet    \_\_\_ waste disposal container    \_\_\_ security officer

	<u>Amount</u>		<u>Amount*</u>
Facility rental fee	_____	Portable toilet(s)	_____
Reservation fee	_____	Waste disposal container(s)	_____
Damage deposit	_____	Security officer	_____ Paid by rental party
Alcohol surcharge	_____	Other _____	_____

Dark fee \_\_\_\_\_

**TOTAL AMOUNT DUE AT TIME OF RENTAL \$** \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ (Any rental with alcohol must be approved by Executive Director)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

\*\*\*\*\*

**Park District Phone Numbers** For any on-site issues during a facility rental, Renter may contact:

Admin Office: 206.842.2306; Customer Svc & Aquatics Center: 206.842.2302; After Hours On-Call: 206.887.8329

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Date damage deposit returned to renter \_\_\_\_\_