

# FACILITY RENTAL MANUAL INDOOR FACILITIES & PICNIC SHELTERS



**December 3, 2018**

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

**Administrative Office – 206.842.2306  
Customer Service & Aquatics Center – 206.842.2302  
After Hours On-Call Phone – 206.887.8329**

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## Introduction

The Bainbridge Island Metropolitan Park & Recreation District (“Park District” or “District”) has a variety of smaller facilities available for public use that can be reserved and rented. These include picnic shelters, indoor facilities, and some outdoor areas in parks.

The person or group reserving a Park District facility for use will be referred to throughout this manual as the “Renter” or “Rental Party”. Rental parties tend to be individuals, groups, organizations or public entities requesting facilities for a one-time use or an occasional large event.

This manual is intended to assist the rental party when making facility reservations and to guide office staff as routine facility reservations are made. Any reservations that involve larger events, special requests or are generally out of the ordinary will be turned over by office staff to the District staff member designated to handle a more involved request.

For field rentals, tournaments, and large sporting events requiring sports facilities, please refer to the Park District’s “Athletic Field & Sports Facility Rental Manual”. These items are not covered in this Facility Rental Manual.

## Scheduling & Priorities

When scheduling District facilities, the Park District uses the following guidelines to prioritize and determine use:

1. Park District programs and events have priority over rentals.
2. Paid rentals have priority over rentals that have no charge.
3. District facilities will not be rented to any organization that competes with District programs or events.
4. District facilities will not be rented to any organization or person that may put the public in harm’s way, or whose activities during the rental will conflict with District policy and local, state or federal regulations.

**NOTE:** Facility use may be restricted, denied or cancelled if an individual or organization is not in good standing (i.e., excessive cancellations, damage, late payments, or history of not abiding by the rules and expectations outlined in this facility manual).

## Steps to Reserve a Park District Facility

1. Decide on a facility. This can be done by any one of the following:
  - a. Go online: View information about Park District facilities on the District's website at [www.biparks.org](http://www.biparks.org)
  - b. By email: Inquire about a facility by sending an email to [rentals@biparks.org](mailto:rentals@biparks.org).
2. Review this manual carefully for information and requirements pertaining to your facility rental.
3. Complete the necessary paperwork listed below. Forms and the District's Facility Fee Schedule may be found on the District's website at [www.biparks.org/facility](http://www.biparks.org/facility).
  - Facility Rental Application & Agreement (required for all facility rentals other than field and sports facilities).
  - Alcohol Use Permit (required for any rental that will include alcohol)
4. Submit the rental request. Forms may be submitted by mail, email, or in person.

Email to: [rentals@biparks.org](mailto:rentals@biparks.org)

Mail to: Bainbridge Island Metropolitan Park & Recreation District  
7666 NE High School Road  
Bainbridge Island, WA 98110
5. Once paperwork is received the rental party will be contacted by phone or email to confirm receipt of the reservation request, review any special requests, and finalize reservations that are approved.

## Rental Fees, Payments & Deposits

Rental fees and a damage deposit are required for most District facility rentals and are calculated in accordance with the District's fee schedule. The fee schedule can be obtained online at [www.biparks.org](http://www.biparks.org).

A non-refundable reservation fee is charged for District facility rentals and is in addition to the rental fee.

Payment of the entire rental fee, reservation fee, the damage deposit and any other applicable charges is due when a facility reservation is approved and booked. Exceptions may include items that the renter must later reimburse to the District such as portable toilets and additional waste disposal containers.

### ***Damage Deposits***

In addition to rental fees, most facility rentals are charged a damage deposit. The damage deposit will typically be \$150 but is subject to change and may be larger based on the type of facility use.

Damage deposits are fully refundable provided the following conditions are met:

- The rental facility (including outside) is left in a clean and orderly condition per the "Clean-up Checklist."
- Use of the area does not exceed the scheduled time and no additional staff time is required for the rental.
- The facility area and its contents, including equipment and keys, are accounted for and undamaged.
- All rules and procedures governing alcohol consumption and smoking were met.

If the above conditions are not met to the satisfaction of District staff, an appropriate fee will be deducted from the damage deposit. If cleaning and/or repair costs exceed the amount of the damage deposit, the rental party will be billed for the balance. Repairs will be billed at the full replacement cost incurred, including labor.

The damage deposit will not be refunded if keys are lost or damaged.

Damage deposits paid by credit card will be refunded back to the card within 14 business days. Damage deposits paid by cash, check, or money order will be refunded by check within 30 days.

## Reduced Rent or Free of Charge

When approved by the Executive Director or designee, the Park District allows some groups to rent facilities at a reduced rate or free of charge. These include:

1. Public entities: The District believes it is in the best interest of the community to waive most fees for District facilities when used for public purposes.
2. Boy & Girl Scouts: Bainbridge Island scouting groups may use the Camp Yeomalt Cabin free of charge during the weekdays and week nights.
3. Seabold Hall: The groups stipulated in the property transfer agreement for Seabold Hall when donated to the District may use the facility at a reduced rent or free of charge as specified in the transfer agreement.
4. Exchange in services: Non-profits and other organizations may exchange their services or products for facility usage when agreed to by the Park District. The exchange must be of fair and equal value.
5. Donation of funds or services: Non-profits and other organizations that donate funds or services to Park District efforts may be considered for reduced or no rent when renting District facilities.

Facility Rental Application & Agreement forms for all the above must be signed by the Executive Director or designee, except for those pertaining to Scouts/Yeomalt Cabin and Seabold Hall as specified in items 2&3 above which do not require the Executive Director/designee to sign.

Reduced rate or free of charge facility use includes the following stipulations:

1. The District reserves the right to charge any of these groups if the rental is during peak usage time.
2. Facilities cannot be reserved for no charge when it is more than 3 months in advance.
3. Any group that does not comply with the requirements outlined in this document may be denied usage of the facility for free or reduced fees.
4. Damage deposits and reservation fees may be charged and will be determined on a case by case basis.

## **Additional Charges**

Additional charges will apply when a Renter requires Park District services that are over and above what is provided by the District for general facility use, or when a rental party's use of the facility results in damage or loss. Some of these could include:

### ***Dark Fees***

Some Renters may want to decorate or prepare the facility the night before their event. The District will charge a reduced rental fee referred to as a "dark fee" between 10:00 pm and 8:00 am if a Rental Party asks when making the reservation to decorate or store items overnight. This is only possible when the Renter is renting the facility immediately after the "dark fee period" ends at 8:00 am. Facilities may not always be available for this.

### ***Additional Portable Toilets & Waste Disposal Containers***

The Park District, at its sole discretion, may require additional portable toilets and waste disposal containers for those events or occasions when it is anticipated that the crowd will exceed the limit of the Park District's current system capacities.

The additional portable toilets and waste disposal containers will be ordered and provided by the Park District through a rental company, and the Renter will pay the District for all costs related to them including delivery and pick up.

### ***Security Officer***

The Park District, at its sole discretion, may require a certain number of security officers for any event that is booked.

The 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.

### ***Lost Keys***

The Renter is responsible for returning the facility key to the District when the rental has concluded. If the key has been lost, Renter is responsible for paying costs the District will incur to replace and/or re-key the rental facility.

### ***Facility Damage***

In the event the rental facility is left damaged, in disarray, or in need of extensive cleaning, the Renter will be charged for janitorial, labor and material costs incurred by the District to make the repairs or clean the facility.

### ***Exceeding Rental Period***

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.

## **Cancellations, Refunds & Transfers**

Facility rental reservations may be cancelled or transferred to another date, time or facility by the Rental Party according to the stipulations outlined below. Facility rental cancellations and transfer requests must be made in writing; email is acceptable.

As indicated below, when determined necessary for safety, the Park District may also cancel facility reservations.

### ***Cancellations by Rental Party***

Facility rental reservations that are cancelled by the Rental Party will be processed and/or refunded as follows:

1. Cancellations made 30 or more days prior to the rental date will receive a refund of fees paid, less the District's standard cancellation fee, and less the non-refundable reservation fee.
2. Cancellations made 8-29 days prior to the rental date will receive a 50% refund of fees paid, less the District's standard cancellation fee, and less the non-refundable reservation fee.
3. Cancellations made 7 days or less prior to the rental date will receive no refund.

### ***Transfer Requests by Rental Party***

Transfers of a facility rental reservation to another date, time, or facility must be well in advance. Approval of the request is subject to facility and staff availability. Any additional rental fees must be paid in full at the time the change is made. Transfers made 7 days or less prior to the rental date are not permitted.

### ***Cancellations by Park District***

The Park District, acting in good faith, may cancel a Rental Party's event in circumstances when the reserved facility becomes unsafe for the intended use. Such circumstances include but are not limited to, natural disasters, environmental hazards, civil disturbances, or other events affecting public health and safety. The District will attempt to give the Rental Party reasonable notice of such cancellation.



## Insurance

Rental Parties will need to obtain insurance for any events involving alcohol, or for events the District requires the Renter to have insurance. This could include large or more involved events beyond a routine facility rental.

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 District, in writing and as soon as practicable.

### **Insurance**

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 Rental Party 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 NE 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.

## Facility Rental Information & Requirements

1. Renters wishing to use a District facility should make reservations well in advance of the intended date of use since the demand for facilities is high and dates fill quickly. Indoor facilities and picnic shelters may be reserved up to 12 months in advance.
2. Large events or events with alcohol will require a minimum of two weeks advanced notice. (Large events requiring athletic fields or sport facilities do not fall under this facility rental manual and will be processed as a rental under the rental process defined in the "Athletic Field & Sports Facility Rental Manual").
3. When determining the rental period (start and end times), the Renter should include time for setting up, decorating and cleaning the rental facility. The rental period should also include time for any deliveries to be received. Overtime charges for facility use or staff time are charged at twice the regular facility rate.
4. The Renter will provide the District with a single contact who will serve as the representative for Renter's activities.
5. The Renter will be responsible for securing all required permits and licenses.
6. A person who is at least eighteen (18) years of age must sign the rental agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign the agreement.
7. The rental process for a facility is not complete or confirmed until: 1) The Renter delivers to the District the completed Facility Rental Agreement & Application, the rental fee payment, damage deposit, and any other items deemed necessary by the District such as a certificate of insurance, or written evidence of permits and licenses; and 2) the District, in its sole discretion, approves such rental in writing.
8. The Renter will be responsible for picking up any keys to the rental facility at the Aquatic Center prior to the event and during the Aquatic Center's regular customer service hours.
9. Renter will return the keys to the District immediately following the event.
10. Renter is solely responsible for supervising all individuals at the rental 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.
11. Minors must have adequate adult supervision throughout the entire event.
12. Renter will not admit a larger number of individuals than the posted maximum occupancy.
13. The Renter will permit any District officers, employees, or agents to visit the facility during the rental period.
14. The facility will be used for the purpose stated in the rental agreement and no other use will be permitted. Only those rooms or areas specified in the rental agreement will be available to the Renter on the day of the event.
15. Gambling of any kind is not permitted at the rental facility.
16. No animals are permitted at any indoor facility without special permission from the Park District, except for service dogs. Dogs are allowed on leash in all District outdoor parks.
17. Renter shall not remove, relocate, or take District property outside of the rental facility for any reason without the prior written approval of the Park District.
18. Renter will not use District equipment or tools located in or about the rental facility without the prior written approval of the Park District.

19. Renter will not drive motorized vehicles on fields or green space.
20. Vehicles will not park in front of access bollards or chains.
21. The Park District is not responsible for loss, theft or damage to vehicles while parked on District property.
22. Park District is not responsible for lost or stolen property.
23. Under no circumstances will the Renter sublease or allow any other organization or individual to use the rental facility for the period for which the Renter has contracted. The Renter is an independent contractor and not the agent or employee of the District.
24. The Renter will not use the District's name to suggest endorsement or sponsorship of the event without prior written approval from the District's Executive Director or his/her designee. The Renter's publicity of the event will clearly and accurately identify the name of the sponsoring organization or individual.
25. The Renter must include on the Facility Rental Application & Agreement any requests to charge entry/admission fees or ask for donations. Park District approval must be given for this. The Park District reserves the right to assess a fee from the event proceeds; any such fee must be stipulated in the agreement. The Renter would be responsible for handling the entry fees.
26. Renter will comply with all local, state, and federal laws and regulations related to the use of the rental facility.
27. The District may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.

## Specific Rental Requirements & Restrictions

Specific facility rental requirements, restrictions, and stipulations are indicated below.

### **Food & Beverages**

Food and beverages may be consumed in all Park District facilities. Kitchens vary among facilities and may range from counter space only to a full kitchen. Please check the website for details.

Renters are responsible for the care and condition of any kitchen or other equipment used and must clean all equipment used.

Renters may bring in their own food (potluck), have food delivered to the facility, or have the event catered. Food deliveries and any set-up relating to catered food must be done within the rental period.

### Catering

The District allows renters to bring in a caterer of their choice. Caterers are responsible for cleaning any areas used.

Any requests for food trucks to sell food or products during an event must go through the Park District's concessionaire permitting process.

### Alcoholic Beverages

Alcohol use is not allowed in any outside park, including picnic shelters, except Fay Bainbridge Park.

Alcohol use in select indoor facilities is permitted only when approved by the Executive Director. An alcohol surcharge will be added to the total rental fee charged for the event, and the Renter must provide the District with a certificate of liability insurance naming the Park District as an additional insured.

When alcohol will be used during an event, the Renter is responsible for the following:

1. The conduct and behavior of anyone consuming alcohol during the rental period.
2. Prohibiting underage drinking and allowing no one under the age of 21 to consume alcohol.
3. Stopping alcohol service a minimum of one (1) hour prior to the designated end time of the event as specified in the rental agreement.
4. Keeping all alcohol use inside the facility.

Serving alcohol without proper approval and permits, and/or in violation of any of the above stipulations and requirements may result in a police citation, immediate shut down of the event, forfeiture of damage deposit, and other additional fees and penalties.

Due to facility covenants and restrictions that came with the building when it was donated to the Park District, alcohol is never permitted at Island Center Hall.

### **Flammable Materials & Barbeques**

Flaming food is not permitted at indoor facilities.

The following is allowed for warming food: Disposable food warming candles, votive and tea light candles that are contained and will not tip over.

Barbecues are not permitted indoors. Self-contained gas barbecues may be used at facilities that include outdoor patio areas. Renters are to indicate on the Facility Rental Application & Agreement when a barbeque will be used so the District can specify appropriate placement outside the facility. Any grease should be disposed of away from District facilities.

Fireworks are prohibited in District parks and facilities.

## **Decorations**

Renters may bring freestanding decorations into the facility and are responsible for removing them at the end of the event. Renters should be advised of the following restrictions:

1. The use of staples, nails, tacks or duct tape is prohibited when affixing decorations to walls. The use of masking/painter's tape is acceptable. All tape must be removed when taking down decorations.
2. Hanging decorations from light fixtures is prohibited.
3. Push pins may only be used to attach decorations to bulletin boards and portable partitions.
4. Fog or smoke machines, dry ice, rice, birdseed, confetti, dance wax, etc. are not allowed.
5. Helium balloons are allowed, but they must be taken with the Renter following the event. The renter will follow all applicable State and City ordinances.
6. Bouncy Houses are not allowed at any time.

Renter will not drive or permit to be driven in or out nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the rental facility and they will not make or allow any alterations to be made to the facility.

## **Music & Audio-Visual**

The District does not allow any of the following in picnic shelters, indoor facilities or parks without prior written approval from the Park District. Permission for any of these items to be used will often be for certain hours only. Requests to use these items during a facility rental period should be made at the time the facility is reserved.

- Amplified music
- Public address systems
- Recording, televising or broadcasting the event.

The District does not provide audio/visual systems, public address systems, sound systems, spotlights, floodlights, or projectors. The Renter may at his or her own cost bring these systems into the facility for use during the event (subject to approval of those items needing District permission).

There are no sound systems or projectors available through the District for any of our facilities.

## **Smoking**

The District does not allow smoking in indoor facilities, or within 25 feet of a public facility.

If you or your guests wish to smoke, please do so at least 25 feet away from building entrances/exits and windows/vents that open to the inside of a building per WA RCW 70.160 Smoking in Public Places. See <http://apps.leg.wa.gov/RCW/default.aspx?cite=70.160>.

## Before the Event, Day of Event, After the Event

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 the rental agreement. Renter must arrange facility access for any of these parties within the rental times designated in the rental agreement.

The District does not offer set up or take down services for facility rentals.

### ***Before the Event***

The Renter must pick up the key to the rental facility at the Aquatic Center during the Aquatic Center customer service hours (see [www.biparks](http://www.biparks) for hours.) District does not have staff available after these hours, so the Renter must plan accordingly when arranging to pick up the key.

Each rental facility comes equipped with some tables and chairs. If more are needed, the Renter must arrange for these additional items and assume all related responsibilities for them such as payment, delivery, and pick-up. The District does not rent extra tables and chairs.

Renter should review the "Clean up Checklist" for a list of tasks the Renter must complete at the end of the event.

### ***Day of Event***

The Renter must bring their approved facility rental agreement with them on the day of the event.

The facility may be rented to multiple groups on the date of the rental, so the Renter must not enter the facility until the start time that is designated in the rental agreement. Likewise, the Renter must depart from the facility no later than the rental end time designated in the rental agreement.

Renter will not enter, prepare or decorate the rental facility prior to the start time designated in the rental agreement unless prior arrangements have been made related to "Dark Fees" (see "Additional Charges" section).

Deliveries and pickups, if any, must be scheduled during the reserved rental period. The main building entrances should be used for loading and unloading unless otherwise approved. Building entrances should not be blocked. District staff is not authorized to sign for a Renter's deliveries.

Due to space and security concerns, items cannot be stored prior to or following an event, unless prior arrangements have been made (see "Dark Fees" in "Additional Charges" section).

The District does not have staff on site to assist during facility rentals. For any on-site issues, Renter can locate the appropriate phone number to call at the beginning of this manual or on the Facility Rental Application & Agreement.

### ***After the Event***

The Renter must allow time during the rental period to clean up and take down all decorations. Often facilities are rented back to back, so if the Renter extends past the reserved rental period, another rental party may be inconvenienced, and the Renter will be charged additional fees.

Renter is responsible for cleaning up the facility and adjacent grounds at the end of the rental period and leaving the facility clean and intact. Clean-up of the facility will be done using the "Clean-up Checklist" form with each item checked off when completed.

Renter will pick up, bag, and remove all trash generated by all activities connected with the facility use, leaving the facility free of trash and litter.

Renter will leave appliances and fixtures, if any, in good working condition.

Renter is responsible for all damage to the facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter will be charged for janitorial and/or repair fees incurred by the District as a result. Tables that are stained because of Renter use will be assessed a cleaning fee.

Renter must return the key to the Aquatic Center within 24 hours of the event concluding. The completed "Clean-up Checklist" form should be turned in with the key.

**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*  
 11/30/20 Facility Rental Application & Agreement [www.biparks.org](http://www.biparks.org) email: [rentals@biparks.org](mailto:rentals@biparks.org)

Initials
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on the property, alcohol cannot be served at Island Center Hall under any circumstances.

## **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's 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.

Initials

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.

Renter shall require each of its employees, agents, participants and invitees to sign a document (1) agreeing that he or she individually agrees to sub-sections (i), (ii) and (iii) in the preceding paragraph and (2) authorizing the District to photograph him or her while using the Facility, and to use the photographs and video footage in promotional materials. Renter must maintain these documents, and provide them to the District upon request, for at least three (3) years after the last date on which Renter uses the Facility.

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

Initials
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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.

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.

Initials

- 2. Renter shall not use District equipment or tools located in or about the Facility without the 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.

**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	<u>Paid by</u> <u>rental party</u>
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 \_\_\_\_\_

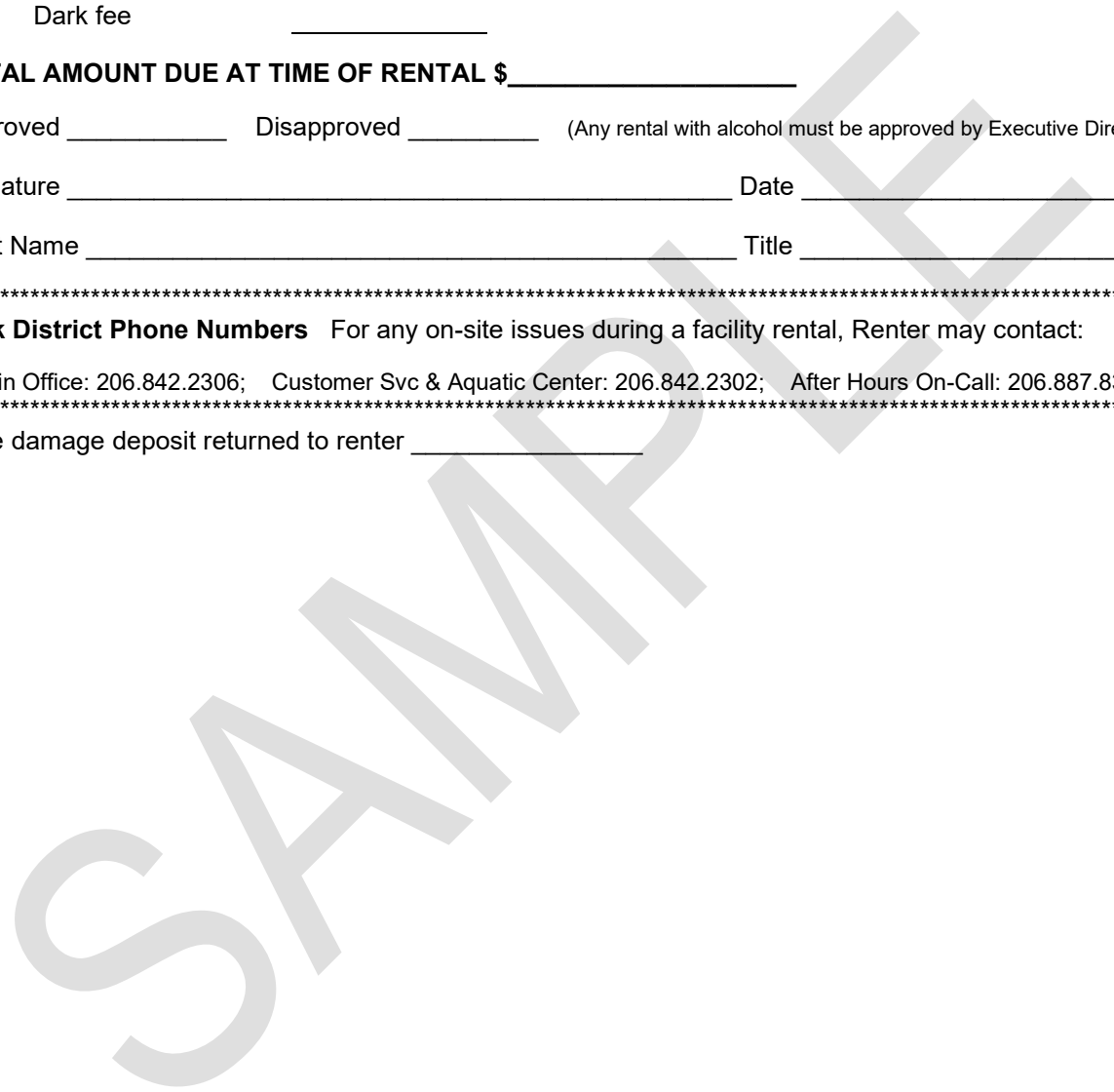
Print Name \_\_\_\_\_ Title \_\_\_\_\_

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

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

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





Bainbridge Island Metropolitan Park & Recreation District

**CLEAN-UP CHECKLIST**

**FOR FACILITY RENTALS**

At the end of an event, please complete and check off the following. Please be courteous to the next renter. There may not be any custodial staff in this facility prior to the next rental.

1.  Thoroughly sweep and mop the floor using supplies located at the facility.
2.  Pick up all remaining food items and take with you. Do not leave food in the facility.
3.  Wash and dry all coffee pots, dishes, tables or equipment you have used.
4.  Remove all decorations and take them with you.
5.  Place any tables or chairs that were used back to their original position and location.
6.  Place all trash and recycling in the proper receptacle outside the facility. Make sure lids are secure. If there are not enough garbage cans, take any extra garbage with you.
7.  Make sure all personal items are out of the facility before you leave. The District is not responsible for any items left behind.
8.  Close and lock all windows.
9.  Turn off all lights.
10.  Lock all exterior doors.
11.  If the facility/park has bollards, leave the bollards locked in the down position so the road is open for other vehicles to exit.
12.  Return the key and this checklist to the Aquatic Center within 24 hours of the event concluding.

I confirm that all the above items have been completed, and understand that if these items were not completed, some or all of my damage deposit will be forfeited.

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

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

**Emergency Contacts During Facility Rental**

Life threatening emergencies: Call 911

Serious facility problems:

Customer Service/Aquatic Center	206.842.2302	M-F 5a-8:30p; Sa 7:30a-4p; Su 8a-4p
Administrative Office	206.842.2306	M-F 8:30a-5p
After hours on call	206.887.8329	

To report other concerns, send email to: rentals@biparks.org Email is checked daily M-F, 8:30a-5p