BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT FACILITY RENTAL AGREEMENT

By submitting this request I confirm that I have read through and agree to the terms outlined in the Rental Manual and 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 is referred to as the “Facility”. In addition I agree the to following.

CONDITIONS

A person who is at least eighteen (18) years of age is agreeing to the terms for the rental. If alcohol is served, a person who is at least twenty-one (21) years of age agrees to the terms of the rental.

Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.

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, Renter shall forfeit a portion of or all the rental fee and/or the deposit, and the District may terminate this Agreement.

Renter gives the District permission to obtain digital images/recordings of Renter while using and occupying the Facility and to use such images/recordings for promotional purposes, including without limitation in brochures and on websites and social media, and Renter agrees that such images/recordings shall belong to the District and waives any and all claims to compensation for such usage.

Any person aggrieved by a District decision under 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.

Renter may not assign this Agreement, in whole or in part, to any person or entity without the advance written consent of the District

In any dispute arising out of this Agreement, the substantially prevailing party shall be entitled to recovers its costs and expenses, including attorney fees, from the other party.

INDEMNIFICATION AND INSURANCE

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). 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 whatsoever to Renter’s use or occupancy of the Facility and/or Renter’s breach of this Agreement; (v) waives any right of recovery against the District for losses and damages caused by fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond the District’s control; and (vi) waives any right of recovery against the District for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter’s use or occupancy of the Facility, even if the District seeks recovery against Renter.

This shall survive the termination of this Agreement and be fully applicable and enforceable thereafter.

If the District requires insurance for the event, 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 Facility.

Renter will provide a certificate of insurance to the District prior to the rental date, which will indicate the following:

* General liability insurance limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.
* The District will be named as an additional insured as follows: Bainbridge Island Metropolitan Park & Recreation District.
* If a copy of the insurance certificate has not been turned in prior to the rental date, the District may deny access to the Facility or terminate this Agreement.
* Renter shall immediately report to the District any personal injury or property damage arising out of or in any way connected with Renter’s use or occupancy of the Facility.

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

I agree that if my signature is provided to the District via digital means (e-mail, fax, checkbox or otherwise), such digital signature shall be the equivalent of my original signature for all purposes.