## **FACILITY RENTAL AGREEMENT-Revision 2020**

Name of Applicant:		
Phone:		
Proof of Residency:		
Organization:		
Community Affiliation:		
Address:		
E-mail Address:		
Date to be Used:		
Time: (from)	(to)	
Activity Description:		
Signature:		1

Attach additional information if necessary. This information can be entered on-line.

### 1--AGREEMENT & APPLICANT/USER RESPONSILITY:

The undersigned hereby makes application to Thurston County Fire Protection District 8 ("District") for use of District facilities and certifies that the application is correct. The applicant/user further agrees that they will observe the *General Rules for District Meeting Room Use*, which are furnished as part of this Facility Rental Agreement. The applicant/user further agrees to reimburse the District for any and all damage arising from their use of the facilities. Applicant/user understands and agrees that this Facility Rental Agreement may be revoked or cancelled at any time with or without cause and shall have no claim or right to damages or reimbursement for any loss, damage or expense resulting from such revocation or cancellation.

### 2--USER FEE (IF APPLICABLE):

The requirement for payment of a user fee by the applicant/user shall be determined by the Fire Chief or designee based on the provisions of District Policy 1-32 "Community Use of District Facilities".

#### **3--HOLD HARMLESS:**

The applicant/user agrees to exercise the utmost care in the use of the facilities and holds the District harmless from all liabilities resulting from their use of said facilities. The undersigned agrees to indemnify and hold harmless the District, its officers, employees, and agents from and against any claim, damage,

liability, judgment, cost, penalty or attorney fees arising from any claim, injury or damage to persons or property occurring during or due to occupancy and use of, said facility by the undersigned applicant/user and guests. In the event it is necessary for the District to employ legal counsel to enforce provision of this Agreement, the applicant/user agrees to pay all reasonable costs incurred by the District for such enforcement.

### 4--INSURANCE COVERAGE (IF APPLICABLE):

If required by the Fire Chief or designee, applicant/user agrees to obtain, prior to its use of the facilities, occurrence based liability insurance with minimum benefits of \$1,000,000 liability and \$100,000 property damage, together with a certificate of such insurance specifically naming the District as an insured party and acknowledging the foregoing hold harmless agreement. A copy of this proof of insurance shall be filed with this application.

### **5--AVAILABILITY AND APPROVAL:**

Facility use will be considered in the "first-come, first-served" order of receipt of fully completed and approved Facility Rental Agreement forms. A District Facility Use Calendar will be maintained and is available on the District's website.

The District may provide limited space for community users of the Boston Harbor Station 8-3 facilities for storage of their items. The available space will be limited to that designated by the District. The District shall have access to the storage space and retain a copy of such key or combination in a secured location.

Applicants are limited to one rental use per month unless otherwise approved by the Fire Chief or designee. The applicant must review and sign the Facility Rental Agreement and be familiar with *the General Rules for Fire District Meeting Room Use*. By signing, the applicant agrees to observe and enforce these rules/guidelines and agree that he/she will be present at all times during the proposed function.

# **General Rules for Fire District Meeting Room Use**

The District is pleased to be of service by providing this facility for your use. To minimize any problems, the following guidelines have been established. Please consider use of the District facility a privilege, which may be revoked if any problems arise.

- 1. Due to parking capacity, the maximum number of parked vehicles for an event at Station 8-1 (3506 Shincke Road NE) is <u>forty-five (45)</u>; the Occupancy Limit is <u>ninety-three (93)</u>. The Occupancy Limit for Station 8-3 (5046 Boston Harbor Road NE) is eighty-nine (89).
- 2. Apparatus bays, mechanical and service rooms, offices and dormitory-kitchen areas of the station will be off limits to all non-Fire District personnel. Apparatus bays, and aprons, driveways and access must be kept clear of unauthorized vehicles at all times.
- 3. The presence and/or use of tobacco, alcoholic beverages, firearms and controlled substances are forbidden in all District facilities and grounds at all times.
- 4. Gambling shall not be permitted in any District facility at any time.
- 5. No conduct will be allowed which disrupts normal District operations or disturbs the facility's neighbors. All users of the facility must comply with the noise control ordinances of Thurston County.
- 6. Users will be responsible for ensuring that no damage is caused to the District facilities or contents. This includes complying with rules covering decorating, cleaning, etc. All applicants shall also assure that no damage is caused to adjacent property. Problems should be reported immediately to the District.
- 7. If the facility is left in an unsatisfactory condition, the user organization agrees to pay for such costs to clean or repair damage as a result of their use. Any user organization creating such a situation will be denied subsequent use until all damaged items are restored to the Fire Chief's or designee's satisfaction.
- 8. Facilities used shall be limited to those specified on the application; please do not allow participants to wander through the facility.
- 9. Approximately <u>50</u> stacking chairs are available for your use. If additional tables or chairs are required for your function, you will need to provide them.
- 10. Unless the user has made <u>prior arrangements</u> for room set-up, they shall be responsible for table and chair set-up and to return the room to its original configuration at the end of the event.
- 11. A coffee maker is available for your use; you will need to supply coffee, cups, spoons, sugar, creamer, etc. Please clean coffee maker at the end of your function. <u>Prior arrangements</u> must be made with the District for coffee making purposes.
- 12. If the event is approved for use of kitchen facilities, or specifically approved for banquet type functions, the user shall ensure that proper hygienic procedures are followed for storing, preparing and serving of food (including a valid permit from the Health Department if applicable) and all areas are properly cleaned after the food preparation and service. The user must submit, in advance of the event, a plan of the meal arrangements to the Fire Chief or designee for review and approval. A non-refundable cleaning fee of \$100 will be charged.
- 13. Unless other specified by Items 11 and 12 above, the only light refreshment and/or foods appropriate to a mid-meeting break are allowed in the Meeting Room (i.e. fruit, donuts, and cookies). The users are

- responsible for ensuring that the room is cleaned of any crumbs or spills and waste properly removed to provided waste cans prior to leaving the facility.
- 14. Decoration or application of materials to walls or floors must be approved by the Fire Chief or designee in advance of the event.
- 15. All debris is expected to be cleaned up and any unusual spills shall be reported immediately to a District representative.
- 16. Use of the facility is subject to immediate cancellation by the District due to emergency or unusual circumstances.
- 17. All heating / air conditioning are pre-set and computer driven; please do not attempt to change any of the control units.
- 18. Unless otherwise authorized by the Fire Chief or designee, the user must provide their own audio-visual (AV) aids, equipment and supplies necessary for their event; District AV assets are not available for use unless otherwise approved by the Fire Chief or designee.