**FACILITY USE AGREEMENT**

**Application to Use *Town of Yacolt* Facilities**

The *Town of Yacolt* wishes to encourage use of *Yacolt Town Hall* facilities by the community as long as use is lawful purpose and does not interfere with the conduct of the *Town of Yacolt* programs, the primary purpose of which the buildings and grounds are intended. Community use of facilities is subject to the terms of *Town of Yacolt*’s Policy and Procedures and the current schedule of user fees. Funds may be charged for use of *Town Hall* facilities to ensure that funds are intended for the promotion of community services and are not used for other purposes. Permission to use a particular facility may be denied based on a belief that the activity proposed may not be in the *Town of Yacolt*’s interests, or due to the level of previously scheduled use. No person shall be denied the full enjoyment of the facilities because of race, creed, color, sex, religion or national origin.

NAME OF ORGANIZATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NUMBER OF PARTICIPANTS\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DAYTIME PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NATURE AND PURPOSE OF ACTIVITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SPECIFIC FACILITY REQUESTED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE(S) TO BE USED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TIMES OF DAY/EVENING: FROM\_\_\_\_\_\_\_\_\_ AM/PM TO\_\_\_\_\_\_\_\_\_\_ AM/PM

WILL ADMISSION BE CHARGED? Yes No

**FACILITY RENTAL FEES** will be determined by the latest established rental rates. Payments of charges shown on the application form are to be made to the *Town of Yacolt* within 5 days. Charges may be levied to cover the cost of additional services not covered in the original agreement or for damages or agreement violations. The *Town of Yacolt* reserves the right to require and charge for custodial and/or other authorized *Town of Yacolt* employees to be on the premises.

**AGREEMENT TO INDEMNIFY**. FACILITY USER shall indemnify the Town of Yacolt from and against any and all claims, demands, causes of action, suits or judgments including but not limited to, any claims of insurance carriers, for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the Facility by FACILITY USER, its agents, servants, employees or invitees. In the event of any claims made or suits filed AGAINST THE Town of Yacolt, the Town of Yacolt may, at its option, require the FACILITY USER to resist or defend such action or proceeding at the FACILITY USER’s own cost and expense by counsel reasonably satisfactory to the Town of Yacolt

**INSURANCE**. FACILITY USER shall procure and maintain in force, without cost or expense to Lessor, on or before the commencement date of this Agreement and throughout the Agreement term or as long as Facility User remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits of not less than $1,000,000, per occurrence, $2,000,000 annual aggregate.

If alcohol is being served, the FACILITY USER shall provide proof of Host Liquor Liability insurance with limits of not less than $1,000,000 per occurrence, $2,000,000 annual aggregate. NO ALCOHOL PERMITTED

The FACILITY USER’S insurance shall be primary insurance as respect the

Town of Yacolt Any Insurance, self-insurance, or insurance pool coverage maintained by the Town of Yacolt shall be excess of the FACILITY USER’S insurance and shall not contribute with it.

The FACILITY USER’S insurance shall be written on an “occurrence form”, with a company that has a current A.M. Best rating of at least “A VII” or better, and is licensed to do business in the State of Washington. The Town of Yacoltshall be named by endorsement as an additional insured on all such general liability policies, which policies shall in addition provide that they may not be canceled or modified for any reason without fifteen (15) days prior written notice to Town of Yacolt FACILITY USER shall provide Town of Yacolt with a certificate or certificates of such insurance, including the required endorsements within ten (10) days of the execution of this Agreement.

The Town of Yacolt shall not waiver the Town of Yacolt’s right to subrogation against the FACILITY USER’S insurance coverage.

***I have read the rules and regulations above and on the reverse side of this form and agree with the conditions and charges as established:***

***There is a 100.00 refundable use deposit for park damages in lieu of insurance certificate***

***There is a 35.00 garbage refundable deposit, any garbage left will be charged to the parties.***

***SIGNATURE OF APPLICANT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

SEE REVERSE SIDE

**RULES AND REGULATIONS**

1. Applicant/organization is responsible for the safety and conduct of its participants and spectators. Applicant further acknowledges that it is responsible for apprising any participants as to any inherent or known risks from the activity or venue and ensuring that they understand such risks prior to participating. If the activity(s) will involve youth sports, the applicant shall complete the “Listed Law” Certificate of Compliance (Appendix A) form and provide to the *Town of Yacolt* a copy of the applicant’s Parent/Athlete information materials.
2. Satisfactory sponsorship and adequate adult supervision must be provided by the applicant. Security may be required for some activities. If security is required it will be provided by the applicant at no cost to the *Town of Yacolt*
3. All events will be required to not exceed the occupancy load, and fire and safety regulations of the *Town of Yacolt* and the State of Washington Building and Fire Codes.
4. Use of tobacco, and/or illegal drugs is prohibited. Profane language and/or other objectionable conduct may result in barred use of facilities.
5. Firearms or other dangerous weapons are prohibited on *Town of Yacolt* grounds as defined by law.
6. Games of chance, lotteries, and giving of door prizes are not allowed except where permitted by law and then only with proper clearances.
7. Access to facilities and services, except as otherwise addressed in these rules, shall be limited to that specified on the application.
8. Alterations to the facility are prohibited without prior written approval. Alterations may include such things as hanging signs, erecting structures, marking fields, using masking tape on walls and floors etc.
9. *Town of Yacolt* owned equipment shall not be removed from the facility or loaned to any individual or organization unless prior written approval by the *Town of Yacolt*  has been granted. Groups or individuals cannot use *Town of Yacolt* owned expendable supplies.
10. Applicants are responsible for special set-up requirements and clean up unless specifically requested in the application. Users shall be responsible for be returning the facility to its original condition immediately following the event.
11. Appropriate shoes for the activity is required for any activities on any *Town of Yacolt* owned multi-purpose or gymnasium floor.
12. Cancellations by applicants require at least a 24 hour notice. Otherwise, related actual costs shall be borne by the applicant.
13. Facility use is cancelled when facility/building is closed due to an emergency.
14. The *Town of Yacolt* reserves the right to refuse or revoke any authorization issued for the use of a *Town of Yacolt* building or grounds, and if rental has been paid, to refund such rental less expense incurred by the district in connection therewith.

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**FOR *TOWN OF YACOLT* USE ONLY**

Approved [ ] Disapproved [ ] Single event [ ] Multiple days [ ] Daytime [ ] Evenings [ ]

Saturday [ ] Sunday & Holiday [ ]

Certificate of Insurance [ ] Requested [ ] Received [ ] $100.00 Deposit

Garbage Deposit [ ] $35.00

Total Deposit Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Billed $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_ Billed\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_

Signature of the *Town of Yacolt*  Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_