

Resolution #585

A RESOLUTION AMENDING RESOLUTION 469, ESTABLISHING THE TOWN HALL AND PARKS FACILITIES USE POLICY AND ADOPTING THE RENTAL FEE SCHEDULE FOR TOWN FACILITIES

WHEREAS: the Town of Yacolt Town Hall and Park Facilities that is used to hold meetings and other special events; and

WHEREAS: the Town frequently receives requests from various groups and organizations to use those facilities; and

WHEREAS: Town business is a priority, coordination of facility use is important to balance facility use for Town business and non-Town use; and

WHEREAS: use of the Town's facilities would work most effectively and fairly by establishing uniform procedures for application and authorization of their use

NOW, THEREFORE, THE TOWN OF YACOLT, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

Section 1. The Town of Yacolt hereby adopts the Facilities Use Agreement, attached hereto as Exhibit A, establishing and outlining the procedures and authorization for use of the Town Hall Buildings; and

Section 2. Town staff are hereby authorized to take all steps necessary to successfully implement and enforce the Facility Use Agreement; and

Section 3. The Town of Yacolt hereby adopts the following fee schedule for use of the Town Facilities:

Town Hall:

- a. Damage Deposit = \$100.00
- b. Cleaning Deposit = \$35.00
- c. Hour = \$20.00 for Non Residents
- d. After Hours Lock up Fee = \$15.00
- e. Kitchen Use Fee = \$25.00

Town Park:

- a. Damage Deposit = \$100.00
- b. Cleaning Deposit = \$35.00
- c. Hour = \$20.00 for Non Residents

Recreation Park:

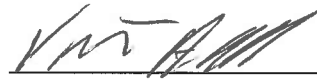
- a. Damage Deposit = \$100.00
- b. Cleaning Deposit = \$35.00
- c. Hour = \$20.00 for Non Residents

Section 4. Town residents must show proof of residency to qualify for rental at no fee. Proof must have the renter name and address in Town limits. Examples are a driver's license or utility bill in their name.

Section 5. The Town of Yacolt reserves the right to waive any portion of the above fee schedule for non-profit organizations and when presented prior to the use of the facility, reasons the fee would create a hardship and or be burdensome, in a regularly scheduled meeting.

Adopted by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 5th day of August, 2019.

Town of Yacolt



Vince Myers, Mayor

Attest:



Dawn Salisbury, Town Clerk

Ayes:

Boget, D. Moseley, M. Moseley, Noble, Rowe-Tice

Nays:

0

Abstain:

0

Absent:

0

Exhibit A. 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* Rental Facilities Rules and Regulations and the current schedule of user fees. Funds may be charged for use of *Town Hall and Town Park* 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

For Office Use Only

Damage Deposit Received \$ _____ Date _____

Garbage Deposit Received \$ _____ Date _____

Insurance Policy Received _____

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 returning the facility to its original condition immediately following the event.
11. Cancellations by applicants require at least a 24 hour notice. Otherwise, related actual costs shall be borne by the applicant.
12. Facility use is cancelled when facility/building is closed due to an emergency.
13. 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.

Signature _____

Date _____

Town Hall and Parks Use Facilities Fees and Hold Harmless

Agreement of Individual Fees: FACILITY User shall pay a refundable deposit for damages of \$100.00, when applicable, for damages to the facility during agreed upon event. If the damages exceed the \$100.00 deposit, the FACILITY USER will be charged the difference. User shall also pay a refundable deposit of \$35.00 for garbage removal from facility. If garbage is found to not be removed from facility, then the cost of removing the garbage will be deducted from the deposit and any additional charges will be billed to the FACILITY USER. The FACILITY USER has the option to pay a fee of \$35.00 to have the garbage removed, however, the FACILITY USER must supply sturdy black garbage bags and will be responsible for bagging said garbage, sealing it with a sturdy tie, then placing it neatly stacked near the front door for Town Hall and next to the Park Pavilion for the parks for removal.

Agreement to Rental Fee: FACILITY USER, if not a Town resident, agrees to pay the fee of \$20.00 per hour for the use and reservation of the Town Hall or Park facilities. The fee is charged on the honor system. If it is found that the FACILITY USER has purposely/willfully used the Town of Yacolt facility longer than agreed upon the FACILITY USER will be charged additional fees for the hours of usage.

Hold Harmless: FACILITY USER agrees to waive, release and discharge the Town of Yacolt, its officers, employees, volunteers and sponsors from any and all liability from injury, illness and/or damages that may occur as a consequence during the usage of the Town of Yacolt facilities. Facility includes but is not limited to Town Hall, the parks, pavilions located at the parks, restrooms and any other town owned area of said facilities.

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: may be required to 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.

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 Yacolt shall 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 and before use of the facility. The Town of Yacolt shall not waive the Town of Yacolt's right to subrogation against the FACILITY USER'S insurance coverage.

I have read the rules and regulations above and form and agree with the conditions and charges as established:

There is a 100.00 refundable use deposit for facility damages.

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

Signed _____ Date _____

Signed _____ Date _____

Town of Yacolt