

CONNELL COMMUNITY CENTER FACILITY USE AGREEMENT

211 E. Elm Street, PO Box 1200
 Connell, WA 99326
 (509)234-2701 or Fax (509)234-2704

Date of Event: _____

Duration of Event (SET UP) **FROM:** _____ AM/PM, **TO:** _____ AM/PM (END TIME); **CLEAN UP END TIME** _____ AM/PM

Applicant: _____ **Organization:** _____

Mailing address: _____
 _____ City _____ Zip

Email address: _____

Home phone: _____ Work phone: _____

Type of activity: _____ Expected attendance: _____

Will alcohol be served? Yes ___ No ___ If (Yes) FROM _____ AM/PM TO _____ AM/PM

If (Yes) security personnel are a requirement. www.liq.wa.gov (banquet permits)

**Security application and alcohol permit are required.*

BENTON-FRANKLIN HEALTH DISTRICT Temporary Food Establishment Application www.bfhd.wa.gov

All individuals or groups planning to hold events that serve food and are *open to the public* are required to get a permit. If you advertise (with newspaper, television or radio announcements, flyers, signs, banners, or other means) to the public, you are required to get a permit at least 14 days prior to the event.

Placement of the US flag (5'x 8')? Yes ___ No ___

Will you be using the tables and chairs at the Community Center? Yes ___ No ___ If (Yes) there is a rental fee.

	Available	Amount Requested
Chairs	300	_____
Tables: 6 ft. round	24	_____
Tables: 8 ft. Rectangle	18	_____
Tables: 6 ft. rectangle	6	_____
Tables: 5 ft. Rectangle	4	_____

An equipment fee will be charged for use of the Community Center furnishings. The City of Connell will set up and take down Community Center furnishings. The City of Connell may not be able to arrange the furnishings to your specifications. You will be responsible for set-up of rented equipment.

Rented	Room	Group I	Group II	Group III	Group IV
_____	Health (Cap:25)	N/C	50.00	75.00	50.00
_____	Meeting 1 (Cap:15)	25.00	35.00	50.00	35.00
_____	Meeting 2 (Cap:10)	25.00	30.00	40.00	30.00
_____	A.M. Erickson* (Cap:100)	100.00	200.00	250.00	150.00
_____	Multi-purpose* (Cap:200)	150.00	300.00	350.00	225.00
_____	Kitchen	75.00	150.00	150.00	75.00
_____	Deposit (small rms)	25.00	30.00	50.00	30.00
_____	Deposit (large rms)	150.00	500.00	500.00	225.00
_____	Equipment (small rms)	5.00	15.00	15.00	5.00
_____	Equipment (large rms)	25.00	50.00	50.00	25.00
Cleaning Fee - \$100 per hour for any clean up needed due to rental					
Alarm Fee - Actual costs for staff time and other costs due to an alarm					
Police Department Security for Alcohol - \$65 per hour (minimum of 3 hours); need for officers up to Police Chief					
*Use outside of normal hours is extra \$50.00/hour. PER ROOM rented					

HOLD HARMLESS AGREEMENT

HOLDING THE DATE: An Application will be due at the time of the reservation. Reservations are on a first come first serve basis.

RENTAL: **All fees and deposits must be paid in full 30 days prior to the time of rental.** Rental fees may be paid by cash, check, or; credit card (with a fee). Applicant must be at least 21 years of age.

CLEANING/DAMAGE DEPOSIT: Rental of either one or multiple small rooms will require the same deposit amount and the use of the city equipment will require an additional deposit amount. Rental of either one or both large rooms will incur the same deposit amount and includes the Kitchen deposit so long as the Kitchen has been rented. Rental of the large rooms will also require equipment deposit if renter is using City Equipment. A deposit for use of the Kitchen will be required when rented without the use of one or both large rooms.

ALCOHOL: Two security officers are required to be present ½ hour before the time that alcohol will first be present until ½ hour after the end of the party and the guests have left. Renter is responsible for hiring security personnel and obtaining a liquor/banquet permit **30 days prior to the event.** Banquet permits are obtained online at www.liq.wa.gov and a copy given to City Hall staff.

DEPOSIT REFUND: If all rules regarding damage and clean up were followed. A full refund will be made by check within 30-days following your event. Refunds will be mailed to the name and address listed.

CANCELLATIONS: If notice of cancellation is given less than seven (7) working days before the scheduled event, the rental fee is forfeited. If cancellation occurs fourteen (14) or less days in advance of the event, 50% of the rental fee is forfeited. In the event of cancellation by the City of Connell, all applicable deposit and rental fees will be refunded.

SMOKING, ILLEGAL DRUGS and/or GAMBLING are prohibited in any area of the center. Guests who smoke **MUST** do so outside of the building and at least twenty-five feet from entrances, exits and where ventilations intakes serve an enclosed area. Violation may result in suspension from future use and/or forfeiture of all fees and deposits paid for the rental.

I _____, hereby request the use of the Connell Community Center and agree to abide by the Community Center rules and regulations established pursuant thereto relating to the facility use. I agree to keep the facility clean and in orderly condition, and also agree to be responsible for any damages by my activities or use.

I understand that the Facility Use agreement is non-transferable. The Connell Community Center reserves the right to change or cancel any part of the Agreement. Any use of alcohol requires a banquet permit. The user agrees to abide by all state and local laws regarding the use or handling of alcoholic beverages.

The City of Connell, the Connell Community Center and their officers, employees, agents, or elected officials hereinafter referred to collectively as the “the City” shall not be liable to the facility user for any damage to persons or property resulting from the negligence of others, or for any damage to persons or property resulting from the condition of the premises or other cause.

Facility user agrees to indemnify and hold harmless the City against and from all claims by or on behalf of any person, firm, or corporation arising out of or connected in any way with facility user’s use of the Community Center, or arising out of or connected with any act of negligence or omission of the facility user, or any of its agents, servants, or employees. In case of action or proceeding be brought against the City by reason of such claim, the City may, at its option, require the facility user to resist or defend such action or proceeding at facility users own cost and expense by counsel reasonable satisfactory to the City. Applicant agrees that the Connell Community Center Use Policy is incorporated into this contract and agrees to abide by the terms thereof.

Applicant Signature _____ Date _____

Information Check off list Community Center

Please initial each item to indicate that you understand the rules and procedures. If you have any questions regarding any of these items, please don't hesitate to ask.

_____ I understand the premises is **monitored by 24-hour video surveillance** and all activity will be reviewed.

_____ I understand that we are required to have security from ½ hour before the time that alcohol will first be present until ½ hour after the end of the party and the guests have left.

_____ I understand that if there is alcohol out before security arrives, if minors are in possession of alcohol and/or any guest or guests become aggressive or belligerent towards any other person, security has a right to shut down the event.

_____ I understand that the Community Center does not have 220 electrical outlets and if there are too many items plugged into outlets, such as amps, DJ equipment or any other electrical items this may cause an overloaded circuit and the power may shut off.

_____ I understand that doors are not to be propped open during the event.

_____ I understand that the Community Center must be clean and in at least the same condition in which it was received. Garbage inside and outside the building must be picked up and put into the dumpster. The floors must be swept, and spills mopped. (Please do not attempt to mop the whole building; just the spills) A mop bucket with water and will be left out for your use. Do not add any chemicals to the mop water or you may damage the floor, which could mean the loss of your deposit.

_____ I understand that chairs and tables will be out for me to arrange. I will not stack the tables on top of each other or drag them across the floor (as this damages the finish of the floor). I will also wipe each table clean.

_____ I understand that if there is any damage to the inside or outside of the facility, or if any of the rules set forth in this document or within the Facility Use Agreement document have been broken, then all or a portion of the damage deposit may be withheld.

_____ I understand that I will be charged for anything that is broken or requires repair or cleanup beyond the usual mopping and putting away of equipment and tables.

_____ I understand that I may not use any rooms that I have not signed up for or paid for prior to the event **(Rooms must be paid for 30 Days prior to the event.)**

_____ I must pick up the Community Center key the day before the event by 5pm and return the key the following business day after the event. **If the event falls on a Sunday or holiday, I must contact the City a week in advance to make arrangements for a time to pick up the key.**

_____ I understand that unless I have paid for extra time, I can go into the Community Center **no earlier than 8:00am and can stay no later than 1:00am**. This includes complete set up and clean up. **If I am there beyond the time set forth above or come in a day early or clean up the day after, I will be charged a rental fee for the additional day.**

_____ **I understand that fog machines are not allowed.** I also understand that if a fog machine or any other device that sets off a fire alarm or causes additional cleanup for City staff is used, fees will be charged to cover costs incurred by the City or for any response by City staff.

_____ I understand that if fire alarms are set off for any reason, fees will be charged to cover costs incurred by the City or for any response by City staff.

_____ Applicant

_____ Date

Community Center Check list

___ Tables: Wiped off and undamaged (no stacking – no gum or tape)

___ Chairs: Free of stains, rips and damage, gum, candy, and food

___ Floors:

___ Spills wiped up

___ Floors swept

___ No shoe marks/table/chair drag marks

___ No gum or candy stuck to floor or anywhere else

___ Walls:

___ No tape, nails or staples

___ No marks (including footprints)

___ No dents or holes

___ Restrooms:

___ Toilets flushed

___ Floors swept

___ Sinks and counters wiped down

___ Garbage cans empty

___ Kitchen:

___ Stoves and ovens cleaned (inside and out)

___ Counter cleaned

___ Refrigerator cleaned and emptied of customer's stuff

___ Sink and sink/dishwasher area clean and dried

___ No personal items left behind

___ Floors swept, and spot mopped

___ Garbage cans empty

___ Rooms reserved:

___ Garbage cans empty

___ No personal items left behind

___ Rooms and equipment returned to the place and the way they were found
(except tables and chairs that were rented and moved around)

Outside:

___ Garbage and bottles picked up entire property

___ Rocks should be kept in their proper place

___ Don't forget to change trash bag in front of building

Provided for Cleanup

2 Mop buckets pre-mixed and 2 mops (use floor sink to change dirty water – use plain cold water only)

2 push brooms

1 regular broom with dust pans

1 roll large black garbage bags to replace bags in all trash cans, except kitchen

1 roll clear garbage bags to replace bags in kitchen and bathroom garbage cans

SECTION 1. COMMUNITY USE POLICIES

POLICY 1. USAGE PRIORITY

1. City of Connell sponsored programs.
2. Programs co-sponsored by the City of Connell.
3. Rental to Connell residents and organizations.
4. Rental to non-residents.

POLICY 2. APPLICATION PROCESS FOR RENTAL

1. Applications for facility or room use must be made in writing on reservation forms provided by the City. While City staff is happy to provide information on the phone, reservations cannot be completed over the phone. Please apply in person at the Connell City Hall, 104 E. Adams, and Connell, WA 99326.
2. Applicants must be at least 21 years of age. Applications should be signed by the person responsible for the event or an authorized representative of the sponsoring organization. Fees and deposits are required when applications are filed. Facility/rooms cannot be reserved unless an application is on file.
3. Applications will be confirmed and final when signed by authorized City staff, fees are paid, and required permits have been obtained.
4. Fees may be paid by cash, check, or; card; (with a fee). Damage deposit and rental fees are due thirty (30) days before the event. Applications accepted and made less than thirty (30) days in advance require full payment at time of application. *Failure to pay damage deposit thirty (30) days prior to event may result in cancellation of your event without refund.*
5. If there is alcohol to be served, you are required to obtain a banquet permit (available online). You must submit the permit no less than thirty (30) days prior to the event.
6. Please understand that more than one rental group may be in the building at the same time.
7. The person signing the application is responsible for assuring compliance with all City policies and payment of fees, charges, and deposits concerning the rental, and any permits needed, and any damages made thereof. The person who signs the application must be the same as the Person-in-Charge on the application. All deposit refunds will be made to the Person-in-Charge or organization. To reduce the possibility of confusion, correspondence will be sent to the address listed on the application and all communication between the City and the applicant will be through the Person-in-Charge on the application.
8. Keys must be picked up on the day of the event at City Hall between the hours of 9:00 a.m. and 5:00 p.m. If your event is held when City Hall is normally closed, please pick up the key on the prior workday.

POLICY 3. REFUNDS AND CANCELLATIONS

1. If notice of cancellation is given less than seven (7) working days before the scheduled event, the rental fee is forfeited. If cancellation occurs fourteen (14) or less days in advance of the event, 50 percent of the rental fee is forfeited. In the event of cancellation by the City of Connell, all applicable deposit and rental fees will be refunded. Rentals closed or ended early due

to violations of City policies, or this agreement forfeits all funds that were paid to the City. Additional fees may be due for cleanup or costs incurred for staff time spent on whatever issue, depending on the circumstances.

2. Inclement weather or emergency circumstances may cause late opening, early closure, and/or cancellation of classes, activities, and rentals. If the facility is closed for unforeseen reasons, rentals will be cancelled, and all fees refunded, or the event may be rescheduled at the next available date.

POLICY 4. CONDITIONS OF RENTAL USE

1. Normal rental hours available are as follows:

7:00 a.m. to 11:00 p.m., Monday through Friday

8:00 a.m. to 1:00 a.m. Saturday

8:00 a.m. to 12:00 a.m. Sunday

Rental hours include set-up and clean-up.

2. The Person-in-Charge or the “Alternate” Person-in-Charge **must** be present at all times during the rental including clean-up and set-up.
3. A chaperone is required for every 15 youths under the age 18 for a dance or social function. Chaperones must be at least 21 years of age. A list of chaperones may be requested before the event.
4. Please be as accurate as possible when estimating attendance for the event. The number of people allowed into the facility/room is limited to the capacity assigned to the space rented. Authorized City personnel may deny or close the event if the number of people exceeds the original estimate. The City reserves the right to terminate any rental to protect public safety and/or City property. Refunds will not be made in this instance.
5. Use of the facility/rooms may not be reserved on an on-going basis unless authorized by the Mayor or City Administrator. This provision does not apply to City-sponsored activities or events. Scheduled on-going uses may be canceled or moved to accommodate another use in order to keep the facility open and available to the public.
6. Requests for use of the facilities for election or political purposes shall be treated in a manner identical to any other permitted use. Fees for such use shall be charged as set forth below.
7. **SMOKING, ILLEGAL DRUGS and/or GAMBLING** are prohibited in any area of the center. Guests who smoke **MUST** do so outside of the building and at least twenty-five feet from entrances, exits and where ventilation intakes serve an enclosed area. Violations may result in suspension from future use and/or forfeiture of all fees and deposits paid for the rental.
8. **Amplified Sound.** Please be courteous and aware of sound impacts to other building users and neighbors. Amplified live music or pre-recorded dance music may necessitate an exclusive building rental. The City does not provide 220 outlets. No Amplified music or sounds are allowed between the hours of 10:00 pm and 6:00 am.
9. **Supplies.** Rental of the facility includes toilet paper in all stalls, six extra rolls of toilet paper in each of the main bathrooms under the counter. Any additional toilet paper that is needed will need to be provided by the renter.

10. Fog Machines and Other Such Devices. I understand that fog machines are not allowed. I also understand that if a fog machine or any other device that sets off a fire alarm or causes additional cleanup for City staff is used, fees will be charged to cover costs incurred by the City of for any response by City staff.
11. Fire Alarms. I understand that if fire alarms are set off for any reason, fees will be charged to cover costs incurred by the City or for any response by City staff.

POLICY 5. INSURANCE

1. A certificate of liability insurance may be required for certain activities. Additional insurance will be required for special events when merchandise or other valuable items are left in the building overnight. Insurance requirements for events will be reviewed by City staff on a case-by-case basis. Criteria for determining whether or not insurance is required include but is not limited to; the nature of the event, the number of people attending, whether or not alcohol will be served, etc.
2. If additional insurance is required, a one million-dollar (\$1,000,000) certificate of liability insurance must be presented to the City of Connell staff prior to the event, clearly stating date and location of event, with "City of Connell" listed as additional insured. A certificate of insurance can be secured from most insurance companies for a minimal charge.

POLICY 6. SECURITY

1. If your event involves alcohol, security will be required. Alcohol is not permitted on City property outside of the building.
2. All arrangements and expenses for security will be borne by the renter.
3. Security must be provided by *uniformed* personnel, which will be limited to Washington State Commissioned Law Enforcement Officers or Washington State Licensed Private Security Officers. Persons hired to perform security duties must present a copy of a commission card in the case of law enforcement officers or a copy of the state issued license in the case of a private security officer. Persons hired to perform security functions who are not current Connell Police Officers or Reserve Officers must be pre-approved by the Chief of Police.
4. Security shall be scheduled to arrive at the Connell Community Center rental event one-half hour before alcohol is to be served and will leave one-half hour after your event is scheduled to end.
5. Persons hired to provide security for Community Center events will not investigate criminal activities past the point of gaining initial control of any incident. In the event that a crime needs to be investigated or an arrest needs to be made, an on-duty Connell Police Officer will be called to handle the incident. In the event of a fight or other act of violence, all available officers will be called to assist. The renter will reimburse costs incurred by the City of Connell for any Police Officer time spent investigating incidents or processing arrests made at the Community Center. Necessary reimbursements will be deducted from the deposit and additional costs will be billed to the Person-In-Charge.

POLICY 7. CHECK-IN/CHECK OUT

1. The renting party will be allowed to occupy the facility ONLY during the times listed on the rental agreement. Any problems with a locked facility after hours, renter may call the Police non-Emergency number at 234-4141 for assistance.
2. As you plan the schedule for your event, be sure to consider the amount of time needed for the following:

- a. Set-up and decorating
- b. Deliveries
- c. Event
- d. Clean-up

*Plan to be present for deliveries. Deliveries and pick-up can only be made during the time for which your facility/room use is approved, and you are present. The City will not make arrangements to handle such deliveries and cannot accommodate overnight storage of equipment and supplies.

3. Before checking out please make sure:
 - a. All windows and doors are firmly secured. Doors should be physically closed shut to make sure that they have latched. The Person-In-Charge will be responsible for any damage or costs incurred due to an unsecure facility.
 - b. All lights are shut off (except emergency night lights).
 - c. All tables and chairs have been cleaned
 - d. The facility/room is left as you found it.

POLICY 8. EVENT SET-UP

1. City-owned equipment and furniture may not be removed from facilities. Any non-City equipment to be brought in must be approved by authorized City staff. All non-City equipment is the applicant's responsibility and expense.
2. Please do not drag tables, chairs, or other objects across polished floors.
3. The Connell Community Center has tables and chairs available for rental. Equipment fees are listed in the rate schedule below.
4. Due to limited space and other rentals that occur, storage will not be provided for Community Center rentals. All equipment, supplies, food, and decorations brought in by renters must be removed by the renter by the end of the rental time.
5. To provide a safe, attractive building, the following regulations are necessary:
 - a. All decorations must comply with the City's fire regulations. Any open flame (such as candles) must be approved in advance by City staff.
 - b. Mounting putty is the only approved use to affix decorations. **Tacks, nails, staples, cellophane tape, duct tape, or other fastening methods are not permitted.**
 - c. Please do not throw confetti, birdseed, popcorn, glitter, silly string, rose petals, rice or other material inside or outside the Community Center. Such materials are very difficult to clean up and create unsafe conditions. Bubbles may be used outside the building.
 - d. Do not hang anything from the ceiling.

POLICY 9. BUILDING CLEAN-UP

1. Facility users are asked to return all areas used, inside and outside, to the condition in which they were found.
2. The following tasks are the responsibility of the renter:
 - a. Deposit all bottles, cans, cups, paper products and other refuse in proper receptacles.
 - b. Wipe off sinks and tabletops.
 - c. (If applicable) Clean kitchen, e.g., wipe up spills, clean oven, clean range tops, remove food from storage, refrigerator, etc.
 - d. The floors swept and spills mopped. (Please do not attempt to mop the whole building just the spills. A mop bucket with water and will be left out for your use. Do not add any

chemicals to the mop water or you may damage the floor, which could mean the loss of your deposit.)

- e. (If applicable) Clean restrooms.
- f. Remove and dispose of any decorations brought into the facility/room as part of the rental.
- g. Clean up garbage outside on building grounds.
- h. Garbage inside and outside the building must be picked and put into the dumpster.

3. Any staff costs involved in extra clean-up will be deducted from the cleaning/damage deposit at a rate of \$100.00/hour.

POLICY 10. DAMAGES

Any group, individual, or organization using the facility/room is responsible for damages incurred during use. If damage occurs, the Person-in-Charge and/or the organization represented will be responsible for any costs incurred to repair the damage or for excessive cleanup.

- 1. The City will retain all or a portion of the rental deposit to cover:
 - a. Cost of repairing the facility/room damaged during the rental period.
 - b. Costs for staff involved in cleanup for which the renter is responsible at a rate of \$100.00/hour.
 - c. Cost for rental should the event exceed the ending time indicated on the application.
 - d. Replacement for stolen or missing items from the premises while under the responsibility of the renter.
 - e. For not following the policies outlined in this manual.
- 2. For deposit and fee amounts, refer to the current fee schedule on the application. All fees and deposits must be paid in full 30 days prior to the time of rental.

POLICY 11. SUSPENSION FROM USE

Individuals or groups found in violation of established rules and regulations pertaining to rentals may be suspended from use of the facility and/or participation in future programs by authorized City personnel.

SECTION 2. FEE AND DEPOSIT SCHEDULES

<u>Room</u>	<u>Group I</u>	<u>Group II</u>	<u>Group III</u>	<u>Group IV</u>
Health	N/C	50.00	75.00	50.00
Meeting 1	25.00	35.00	50.00	35.00
Meeting 2	25.00	30.00	40.00	30.00
A.M. Erickson*	100.00	200.00	250.00	150.00
Multi-purpose*	150.00	300.00	350.00	225.00
Kitchen	75.00	150.00	150.00	75.00
Deposit (small rms)	25.00	30.00	50.00	30.00
Deposit (large rms)	150.00	500.00	500.00	225.00
Equipment (small rms)	5.00	15.00	15.00	5.00
Equipment (large rms)	25.00	50.00	50.00	25.00
Cleaning Fee	\$100 per hour for any clean up needed due to rental			
Alarm Fee	Actual costs for staff time and other costs due to an alarm			
Police Department Security for Alcohol	\$65 per hour (minimum of 3 hours); need for officers up to Police Chief			
*Use outside of normal hours is extra \$50.00/hour. PER ROOM rented				

RATE SCHEDULE BY CLASSIFICATION:

Group I Classification

Non-profit membership groups for events which are community-based and involve activities which enhance the community. Recognized groups that are engaged in promoting activities and issues: Boy Scouts, Girl Scouts, Campfire Boys and Girls, PTA, Boys' and Girls' Clubs, Senior Citizens. The Organization must have a non-profit tax designation and provide us with a copy of their IRS 501(c)(3) designation letter.

Group II Classification

This classification shall be defined as any profit and commercial activity. Additionally, private parties such as wedding receptions, retirement banquets, class reunions and other private parties do not open to the general public. Any event not defined by classification I or III.

Group III Classification

Convention and trade show activities; activities of commercial entities selling a product or service on a one-time or occasional basis. Additionally, election and political activities, which are those for election, campaign and/or political purposes.

Group IV Classification

North Franklin School District, Department of Corrections and private or business use by a public agency.

ONGOING USER RATES: Rental rates for entities or individuals applying for use of the facility where the frequency of use is expected to be greater than or equal to once per week will be established by a separate use agreement with the City of Connell. The provisions of Community Center Policy 4(5) will still apply to any negotiated use agreement.

CLEANING/DAMAGE DEPOSIT: Rental of either one or multiple small rooms will incur the same deposit amount. Rental of either one or both large rooms will incur the same deposit amount and includes the Kitchen deposit so long as the Kitchen has been rented. A deposit for use of the Kitchen will be required when rented without the use of one or both large rooms.

ALCOHOL RATES: Two security officers are required to be present at all times during the event. Renter is responsible for hiring security personnel and obtaining all liquor/banquet permits.

DEPOSIT REFUND: All rules regarding damage and clean up must be followed. A full refund will be made by check within 30-days following your event unless there is any breakage, damage or the facility is not left in a clean condition. If there are any violations of breaking the contract the City of Connell may withhold a portion or all of the refund. For cancellation of an event contact City Hall.

FEES WAIVED: Community Center fees waived for the following activities and/or City-sponsored events:

1. Senior Citizen activities (Keenagers)
2. City recreation programs
3. Meals on Wheels program
4. City business and public meetings
5. Connell Fall Festival events
6. Wine & Brew Festival
7. Halloween Celebration

8. Chamber of Commerce Annual Banquet
9. Occasional Chamber Meetings
10. Winter Fest
11. Meet & Greet the Candidates
12. 1st Responders Appreciation Dinner
13. Nonprofit sponsored Blood Drive
14. Memorial service may be waived based on special circumstances as approved by the Mayor
15. Young Life Banquet