

## FACILITY RENTAL AGREEMENT



801 SW 174<sup>th</sup> St.  
Normandy Park, WA 98166  
(206) 248-7603

<b>Applicant Name:</b> _____
<b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____
<b>Phone:</b> _____ <b>Email:</b> _____
<b>Intended Use:</b> _____ <input type="checkbox"/> One-time <input type="checkbox"/> Ongoing
<b>Total Estimated Attendance:</b> _____ <i>Special Event Permit needed for groups larger than 75.</i>
If applying for Community Service/Nonprofit ongoing use, include a Nonprofit Status ID# or a brief description of the organization's contribution to the City's provision of parks, recreation, or cultural services: _____
_____
<b>Facility Requesting:</b> _____
<b>Date(s) Requested:</b> _____ <b>Time Requested:</b> _____ AM/PM to _____ AM/PM
<b>Marvista Gazebo:</b> Circle time slot(s) desired: 8:30 – 12:30      1:00-5:00      5:30 – 9:30

### IMPORTANT RENTAL INFORMATION

#### All Users

- The rental group representative or individual is required to sign the facility rental agreement and to comply with all rental policies and procedures.
- Rental requests will only be accommodated after the City's recreation programs have been scheduled. In the event of a scheduled City activity, an event may be rescheduled or cancelled.
- All rental applications must be submitted online. Application forms and facility rental information can be found at [www.normandyparkwa.gov](http://www.normandyparkwa.gov).
- No facility rentals will be approved until the renter submits a rental payment, a signed facility rental agreement and if required, a Certificate of Liability Insurance (*see page 3 of this agreement*).

#### PAYMENTS AND CANCELLATIONS – Ongoing Users

- A six-month contract is required for any ongoing use.
- Monthly rental payments are due on the first day of that month. If payment is not received by the fifth day of that month, the rental contract shall be cancelled.
- If a cancellation is made less than 30 days prior to the start of the scheduled use of a facility, or if an ongoing renter has already made one cancellation in that rental period, a \$25 administration fee will be charged.
- The City reserves the right to audit at any time a user group's gross receipts and costs as they pertain to the use of City facilities.
- If this rental agreement is for a continuous period of 30 days or more, the renter shall pay, in addition to the monthly rental amount, leasehold excise tax of 12.84% of the rent paid .

## **PAYMENTS AND CANCELLATIONS – One-Time Users**

- Full rental payment is due no later than five business days after the rental has been approved and confirmed via email or phone. If a rental payment has not been received by this date, the reservation shall be cancelled.
- If a renter makes a cancellation less than ten days prior to an event, a \$25 administration fee shall be taken from the total refund amount.

## **Rental Fees**

### **City Hall Recreation Center**

#### *Community Room*

One-time Rental	\$30.00/hour
Ongoing Rental	\$20.00/hour

#### *Gym Fees*

One-time Rental	\$45.00/hour
Ongoing Rental	\$30.00/hour

#### *Dance Studio*

One-time Rental	\$20.00/hour
Ongoing Rental	\$ 15.00/hour

#### *Community Service Groups*

\$ 25.00/year

**Reminder:** A staff person is required for those events scheduled on the weekend with over ten people participating. The rate will be an additional \$15.00/per hour, with a minimum requirement of two hours.

### **City Hall Fields**

#### *Field Use*

Baseball, Soccer \$6.00/hour/per field

#### *Tournaments*

Baseball, Softball, Soccer (two hours per game) \$30.00/per game

#### *Clinics/Sport Camps*

\$22.00/hour/per field

#### *Other Reservations (family, group use, games)*

\$15.00/hour/per field

### **Marvista Gazebo**

\$100.00 per four-hour time slot, which includes a *non-refundable* \$5 administrative fee and a \$45.00 damage deposit which is refundable if all rental guidelines (see page 4) are followed. Allow four weeks for the processing of any refund. A name and valid mailing address, including zip code, must be provided to the city to receive refund.

**Cancelling or Changing a Reservation**

If a reservation is cancelled by the City or the renter, a full refund can be issued. Exceptions to this include:

***One-time Renters and Renters of the Marvista Gazebo***-If a renter makes a cancellation less than ten days prior to an event, a \$25 administration fee will be taken from the total refund amount.

***On-going Renters*** – If a renter cancels less than 30 days prior to the start of the scheduled use of a facility, or if a renter has already made one cancellation in that rental period, a \$25 administration fee will be charged.

**Indemnification and Hold Harmless**

I hereby warrant and certify that I am an authorized representative of the organization/individual named above; that I am a resident of Normandy Park, a Community Service/Nonprofit group as defined in the Facility Rental Information and Usage Conditions, or an organization that provides recreational services designated by the lead parks administrator as part of the City of Normandy Park’s recreational program; and that my statements are true to the best of my knowledge. I agree to be bound the rules, regulations, policies and procedures of the City of Normandy Park, including any conditions of this request approval. The organization/individual identified in this Facility Rental Agreement shall indemnify and hold harmless the City of Normandy Park, its officers, employees, agents and elected officials from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the applicant’s use of the facilities or from the conduct of the organization/individual’s business, or from any activity, work or thing done, permitted, or suffered by the organization/individual in or about the facilities listed above except claims, suits or actions occasioned by the sole negligence of the City of Normandy Park. The applicant signing this agreement will be considered the responsible party in case of damage, theft, or disturbances during the rental period.

**Insurance**

If required, the applicant shall procure and maintain for the duration of the Agreement, insurance against claim for injuries to persons or damage to property which may arise from or in connection with the use of the recreation facilities. The Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence and General Aggregate \$2,000,000 shall be required for all events scheduled at the City of Normandy Park facilities. The Commercial General Liability Insurance must name the City of Normandy Park as an ADDITIONAL INSURED. The Certificate of Insurance, evidencing the insurance requirements, shall be furnished to the City of Normandy Park before use of the facility.

Insurance may be available through personal insurance companies and the Washington Cities Insurance Authority (WCIA) website under the Tenant User Liability Insurance Program (TULIP).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **GUIDELINES FOR MARVISTA GAZEBO RENTAL**

### *Additional provisions & policies on the separate Marvista Park Gazebo Application*

- All garbage must be removed from park by user. Failure to do so will result in refund being denied. Garbage may be placed in dumpsters located in the City Hall parking lot near the breezeway. If dumpsters are full, the garbage must be removed from all of the public areas by the renter.
- All decorations must be removed
- No weapons
- No alcohol or drugs, including cannabis products
- Any unauthorized use of facilities may result in expulsion from future use
- Food shall not be distributed by organizers except as allowed by a Special Event Permit or for private parties
- Please be respectful of noise and space of other park users
- No golfing
- No outside grills to be used in the park
- Charcoal from the community-use grills must be removed from the park
- Additional Park Rules are located under NPMC 7.90 *(Please ask for a copy if you would like to review.)*
- Please have a copy of the rental agreement on site at all times