

## CITY OF MEDICAL LAKE

P.O. Box 369 / 124 S. Lefevre, Medical Lake, WA 99022 Ph. 509.565.5000 • Fax: 509.565.5008

PERMIT FOR	R USE OF CITY FACILITIES		
Date of Use:	_Site:		
Name of Applicant:			
Mailing Address:			
	State/ Zip:		
Contact name & phone during the event (i.e. Cell Phor	ne):		
Description of event:	Number of people expected:		
Time of Use (including set up & clean up): From	TO Total number hours:		
Will outside vendors be utilized? Yes No Alcohol is prohibited in all City Parks unless otherwise alcohol if a Banquet Permit is acquired through the Sta	CITY HALL FACILITIES Auditorium (max. occupancy 270) Kitchen (EXTRA FEES APPLY)  Will you have live music? Yes No Will you be providing security for your event? Yes No If Yes, please explain: approved through a Special Use Permit. Renters may also serv		
What additional equipment do you plan on bringing (i.e	e. Sound equipment, Jump Castle, Tables, etc.)?		

<u>INSURANCE</u> – The City does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Depending on the type of event you are planning, and the activity and risk level of your group, you may be required to obtain bodily injury and property damages liability insurance in accordance with City policy, name the City as an additional insured on the policy, and be responsible for obtaining said insurance. After reviewing this application, the City will determine whether you must obtain liability insurance.

AGREEMENT – Depending on the type of event planned, you may be required to defend, indemnify and hold harmless The City, its agents, employees and officials, while acting within the scope of their duties, from all causes of action, demands and claims, including the cost of their defense, arising in favor of the organization, the organization's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the organization, its employees or representatives, concessionaires of the event or any other person or entity, except for liability caused due to the sole negligence of the City. After reviewing this application, the City will determine whether you must indemnify the City and its agents.

<u>LIABILITY</u> - The City may require insurance, depending on the nature of the event. If your group is planning an activity that may impact the City's liability status, the maintenance of facilities or is out of the ordinary, it is your responsibility to notify the City as soon as possible for analysis or your activity may be stopped in progress and you may incur penalties and/or liabilities.

<u>CANCELLATION</u> - Cancellations need to be made at least 7 days in advance of the scheduled event. If cancellations are made at least 7 days in advance of the scheduled event, a refund of fees will be made, less a \$20.00 administration fee. If cancellation is made less than 7 days prior to the scheduled event a refund of one-half the reservation fees will be made, less a \$20.00 administration fee. If no cancellation is made the City will retain all reservation/permit fee.

<u>PAYMENT OF RESERVATION FEE</u> Reservation fees are determined by the group size. Permits obtained for use of City facilities are considered direct user permits to help offset the costs of maintenance, depreciation of facilities and to give the City some control over the number of users and their potential conflicts. A City use permit that is obtained for use of City facilities does not give the group exclusive rights to the entire facility. The parks in the City of Medical Lake are public property and therefore open to everyone. For park users, a map will be given to each group identifying the section(s) of the park to which they have been assigned. A sign is posted in the Assigned Section(s) clearly identifying the group's name and hours of use for that section. When available, the Park Attendant on duty will assist during your setup by directing you to your section and answering any questions you may have. The Park Attendant has the final decision in reference to setup procedures. PLEASE NOTE: Putting up tents or driving stakes into the ground are strictly prohibited.

## **Important Information**

- Failure to or misrepresentation of the size of your group, not vacating at the end of your rental time, and any facility damage will result in the forfeiture of your deposit or additional charges.
- It shall be the responsibility of the user of the facility to conduct their activities in a manner that does not interfere with other uses of the park, its improvements and property.
- If state or county permits are required for service and preparation of food and/or beverages, such permit(s) must be obtained and delivered to the city prior to facility use.
- Rental time must include set-up and clean-up.
- User groups accept responsibility for any injury to persons or property that is a result of their action or usage of Cityowned facilities and agree to reimburse the City for any damages and/or costs incurred to the property resulting from this usage.
- If it is necessary to clean or repair any damage to the property, the cost of cleaning will be at the rate of \$20.00 per hour with a minimum of \$50.00 and repairs at the actual cost of labor and materials which will be the responsibility of the renter.
- The City reserves the right to deny use privileges to any person or group that violates established policy or fails to comply with established terms and conditions.
- Inflatables, bounce houses, tents, or any other large personal amenities, or anything that would require being staked into the ground.

Please note that Parks Maintenance Staff will not always be available. If staff are available, they do not have police authority and can only request compliance from parties occupying space without reservations.

The City makes every effort to post facility reservations in designated Picnic Shelters to avoid non-paying use when these facilities are reserved. Yet due to the nature of public spaces these efforts can be undermined by non-compliance from others. This form serves as proof of facility reservation. We strongly encourage parties to keep a copy in the event they show up for their reservation and another party is using the site. If the other party continues to be non-compliant call Crime Check at (509) 456-2233 a copy of your reservation will serve as proof of your reservation.

Fee(s) must accompany this application for reservations to be considered and/or approved. The City reserves the right to decline a permit request. The City reserves the right to determine group size the day of the reservation. Fees may be adjusted if City Staff determines that the group size is different from that stated on the application/permit. A group representative will be informed if staff recommends a fee change for that group.

Rental fees are for a 1-4 hour rental timeframe. Additional hours will be an added fee.

Facility Use & Weekday Park Use Fe	ees_	Weekend Park Use Fees (Fri., Sat. 8	Sun. & Holidays)
Groups of 0-49 people	<u>\$</u> 50.00	Groups of 0-49 people	_\$ 100.00
Groups of 50-99 people	_\$ 90.00	Groups of 50-99 people	_\$ 200.00
Groups of 100-249 people	_\$ 150.00	Groups of 100-249 people	_\$ 400.00
Groups of 250-499 people	_\$ 370.00	Groups of 250-499 people	_\$ 800.00
Groups of 500 people or more	_\$ 610.00	Groups of 500 people or more	_\$ 1,600.00
Additions cost per hour over 4	_\$ 15.00 per hour	Additions cost per hour over 4	_\$ 30.00 per hour
Kitchen Use (City Hall)	_\$ 10.00 per hour	Kitchen Use (City Hall)	_\$20.00 per hour
*The City of Medical Lake reserves the right to bill your		*The City of Medical Lake reserves the right to bill your	
reservation in the instance of any damage or excessive clean up.		reservation in the instance of any damage or excessive clean up.	

OFFICE USE ONLY						
DEPOSITS	TOTAL	_RECEIPT #				
CHECK #	DATE KEYS ISSUED	_ KEYS RETURNED				
	_ Application Approved By					
	CHECK #	CHECK # DATE KEYS ISSUED				

## STATEMENT OF RESPONSIBILITY, RISK ASSUMPTION, RELEASE, AND INDEMNIFICATION

The person or organization entering into a Use Agreement with the City of Medical Lake for the use of Waterfront Parks facilities or equipment described above (collectively "the Facilities") certifies that the information given in this application is current and correct. The undersigned further states that he/she has the authority to make this Application for the Applicant/Organization and agrees that the Applicant will observe all rules and regulations.

The Applicant agrees as follows:
I agree to the Rental Rules & Regulations regarding the use of Waterfront Park, accept FULL LEGAL LIABILITY for the above-described event, and will exercise due care in the use of the Facilities.
Initial
I am aware of and expressly assume all the various risks of property damage, serious injury and/or death associated with or arising out of the use of the Facilities.
Initial
In consideration for granting this request, and being fully aware of all of the risks, I hereby RELEASE the City of Medical Lake and its officials, employees, volunteers and agents ("the Released Parties"), and AGREE TO WAIVE ANY RIGHT OF RECOVERY THAT I AND/OR THE ORGANIZATION, AS APPLICABLE, MAY HAVE, including the right to bring a legal claim, cause of action, or lawsuit for any property damage, bodily injury, death or other harmful consequences in any way arising out of use of the Facilities. I understand that this release extends to all claims of any kind and every nature, known, unknown, suspected or unsuspected, in any way arising out of or related to use of the Facilities.
Initial
I agree to defend, indemnify and hold harmless the Released Parties 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 use of the Facilities or from any activity, work or thing done, permitted, or suffered by Applicant in or about the Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the Released Parties.
Initial
MAIL OR HAND DELIVER CONTRACT TO: <u>The City of Medical Lake</u> 124 S LEFEVRE STREET  MEDICAL LAKE, WA & 99022
have read the rules and regulations above and agree to all of the terms, conditions and charges set forth, on my own behalf and on behalf of the Organization as applicable:
APPLICANT (signature)
Signed by: Date:
AGREEMENT EXECUTED:

City of Medical Lake (Signature)

Signed by: \_\_\_\_\_\_