

## Facilities Rental Agreement

Review this Agreement thoroughly before signing it. Failure on your part to comply with all rules, regulations and policies set forth in the Agreement may result in immediate termination by Audubon of the Agreement before or during your event and forfeiture of all fees and deposits paid.

This Agreement is between the renter identified below (“Renter”) and National Audubon Society/Seward Park Audubon Center. The rules and regulations attached hereto as Attachment A are incorporated into and made part of this Agreement.

**EVENT DATE** \_\_\_\_\_ **ROOM REQUESTED** Garry Oak Eagle’s Nest

Hours of Rental: \_\_\_\_\_ to \_\_\_\_\_ (including set-up & clean-up)

Hours of Event: \_\_\_\_\_ to \_\_\_\_\_

**RENTER**

Name:

Address:

Work Phone:

Home Phone:

Cell Phone:

Email:

If Renter is an entity, provide name of contact person:

**EVENT COORDINATOR (IF APPLICABLE)**

Name:

Address:

Work Phone:

Home Phone:

Cell Phone:

Email:

Will Renter or Event Coordinator be the primary contact person?

**EVENT**

Description of Event:

Number of Attendees: \_\_\_\_\_ Is the Event Public or Private

**SECURITY**

Will security or police officers be required for the event? Yes No

If yes, to fulfill what duties? Security Fee \$ \_\_\_\_\_

### **EVENT ACTIVITIES**

The following activities (such as catering, music, etc.) will be taking place during this event: (filled in by renter)

Renter must provide insurance certificates for the following activities: (filled in by Audubon)

It is the renter's responsibility to provide the Audubon Center with such certificate(s) of insurance at least 45 days before the event is scheduled to occur. Failure to provide such a certificate and invoice may result in cancellation of your event by Audubon, revocation of the Agreement, and forfeiture of all fees and deposits paid.

### **ALCOHOL (NO SALES OF ALCOHOL PERMITTED)**

Will any alcohol be served?      Yes      No

If yes, all alcoholic beverages must be handled by a caterer. In addition, all caterers coming on to Audubon Property must provide Audubon with an insurance certificate showing requirements listed in the information letter.

It is the renter's responsibility to arrange all catering details directly with the caterer, and to provide the Audubon Center with a certificate of insurance and an invoice from the caterer at least 45 days before the event is scheduled to occur. Failure to provide such a certificate may result in cancellation of your event by Audubon, revocation of the Agreement, and forfeiture of all fees and deposits paid.

### **AMENITIES**

Please check any service or equipment you will need to your rental:

LCD Projector              Conference Phone              Coffee Service  
Standard Dishes & Flatware              Compostable Dishes & Flatware

### **RENTAL FEES AND DEPOSITS**

Seward Park Audubon Center will calculate all charges and fees, including damage and security deposit fees, and provide an invoice to renter.

### **CANCELLATION POLICY**

Cancellation of rental less than thirty days prior to rental will forfeit all rental fees.

### **FAILURE TO COMPLY WITH AGREEMENT**

In Audubon's sole discretion, Audubon reserves the right to terminate Renter's event at any time, and retain all or a portion of the damage deposit and charge renter for any cost above the damage deposit, in the event of any failure by Renter to comply with this Agreement and the attached Rules and Regulations or any damage or loss to Audubon, including: (i) damage to rugs, floors, walls, furniture, property of the facilities or grounds; (ii) theft; or (iii) use of the facilities in excess of agreed-upon hours of use.

**INDEMNIFICATION**

Renter hereby agrees to assume all risks for loss, damage, liability, injury, cost, or expense that may arise during or be caused in any way, in whole or in part, by Renter's use or occupancy of the Audubon Center facilities rented herein and surrounding property. Furthermore, Renter hereby agrees, at Renter's sole expense, to indemnify, defend and hold Audubon and/or its officers, employees, and volunteers free and harmless from any loss, claim, liability, damage, cost (including reasonable attorney's fees), and /or injury to persons and property that in any way may be caused in whole or in part, by or occur during Renter's use or occupancy of said properties and/or facilities.

Renter has carefully read this entire Agreement and agrees to abide by all of its terms, including those set forth in Rules and Regulations attached hereto and made part hereof as Attachment A. Renter understands that no terms are binding and no date has been committed until Renter received a copy of this Agreement signed by Audubon and Renter has paid the initial rental payment of 50% of total rental fee.

Renter:

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

National Audubon Society/Seward Park Audubon Center:

By (Name): \_\_\_\_\_ Title: \_\_\_\_\_

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

Seward Park Audubon Center  
5902 Lake Washington Blvd S.  
Seattle, Washington 98118

## RULES AND REGULATIONS FOR FACILITY RENTALS

Violation of any of these Rules and Regulations may result in Audubon's cancellation of the event, revocation of the Agreement at the discretion of Audubon, and forfeiture of deposits and fees paid.

1. Dates are reserved only with the complete rental Agreement signed by Audubon and receipt of the initial rental payment of 50% of total rental fee.
2. A damage deposit is required for all rentals. Damage will be assessed based on the facility check-out procedure checklist (see Attachment B) and includes damage to rugs, floors, walls, furniture, property of the facilities or grounds; and theft.
3. All fees, deposits and records, including the certificate of insurance, the balance of the rental fee and the invoice from the pre-approved caterer, are due 45 days in advance of your event. Failure to comply with this deadline may result in the cancellation of the event by Audubon, revocation of the Agreement, and forfeiture of all fees and deposits paid. Permits, contracts, and Agreements are not transferrable.
4. Any alcohol whatsoever must be handled by a caterer.
5. Renter must provide a designated clean-up and set-up crew/person
6. Renter must be present throughout the event, from set-up through clean-up. All youth group events require adequate adult supervision throughout.
7. Events are not to exceed designated times. Hours stated on the Agreement include time for set-up and clean-up. Arranging for set-up and clean-up is Renter's responsibility. Caterers usually require 1-2 hours to set up and up to 1 hour to clean up. The caterer is not permitted on the Audubon Center grounds until the start of the rental time, so please schedule accordingly. All events must conclude, and the facilities must be cleaned and vacated, by contracted ending time. Renter will be charged an overtime fee for any additional time used by the renter or caterer. The overtime fee will be subtracted automatically from the damage deposit.
8. At the discretion of the Audubon Center Director, security of police officers may be required, and Renter will be required to assume the cost of those services.
9. Smoking is prohibited on Audubon property.
10. Audubon reserves the right to make any physical changes to the facilities or the grounds. In the event of inclement weather, Audubon is not responsible for relocating the event, supplying heat lamps, or rain shelter, or providing alternative facilities.
11. Candles, flames or burning material of any kind are NOT allowed anywhere in the Center. Sterno is permissible for use by caterers only.
12. No tape, adhesives, nails, screws, staples, tacks or pins are allowed in or on walls, woodworking, windows, furniture, masonry, building exteriors or grounds. All decorations must be removed after the event. Confetti, rice, or birdseed may not be thrown. Flower petals or bubbles are suggested alternatives.
13. Objects are not allowed on mantles or other wood furnishings without protection to ensure the wood does not get scratched or stained. Flower arrangements are

permissible only if they are dry or completely waterproof (no leaking). Spills of any kind anywhere are to be wiped up immediately.

14. Audubon is not responsible for any personal or professional articles or possessions that may be lost or stolen from Renter and/or Renter's guests, participants, or contracted service providers during their use of the facilities and/or grounds.
15. No pets or animals of any kind are allowed in the facility, except for service animals.
16. Amplified music outside the Center is not allowed. If excessive noise becomes a problem, Renter's music will be terminated and Audubon may terminate the event, revoke the Agreement, and require that Renter forfeit all fees and deposits paid.
17. No access to staff offices, equipment storage areas, mechanical areas, learning labs or other unauthorized areas is allowed.
18. No gambling is allowed.
19. No indecent or illegal conduct is allowed.
20. Charging admission, selling tickets or merchandise, or solicitation of money in any manner is prohibited without express written permission of the Center Director.
21. Adequate receptacles have been provided in the Center for recycling and composting. Renters are expected to responsibly utilize these receptacles to minimize waste generated by events.
22. Disposable plates, silverware, and other products are discouraged on the premises.
23. Balloons are not permitted on the premises without express written permission of the Center Director.
24. Loading and unloading is permitted in front of the Center for 15 minutes prior to rental start-time and 15 minutes after rental end-time. Parking for all events is in public lots at Seward Park and must follow City of Seattle park rules and regulations.
25. No Center property may be taken outside the facility.

Any changes to the times, dates, designated individuals, or other provisions of this Contract must be requested from and approved by Audubon in writing.

RENTER'S INITIALS: \_\_\_\_\_

## Seattle Parks Facility – General Terms and Conditions

### ATTACHMENT I -- GENERAL TERMS AND CONDITIONS

- 1) **Retain Permit:** User must retain a copy of this permit on the premises throughout the scheduled event.
- 2) **Laws and Rules:** Renter shall not allow any lewd or illegal conduct on the premises. The User shall comply with all state laws, City ordinances, regulations of the Superintendent of Parks and Recreation applicable to activities in City parks, and any lawful order of a Departmental representative made to prevent injury or damage. No lewd conduct or gambling devices are permitted on the premises.
- 3) **Liquor:** No liquor shall be allowed in or about the assigned premises without prior approval, banquet permit, Class 12 Mixologist permit, and appropriate proof of insurance submitted to the Seattle Parks Scheduling office. Parks Event Scheduling deems the right to require additional permits and requirements at the cost of the renter. When permitted, liquor is allowed inside the facility only. It is against the law for liquor to be consumed in unauthorized outdoor park areas. All catering employees or volunteers that pour, serve, distribute or sell alcohol must have on their person a Washington State Liquor Control Board Class 12 Mixologist Permit. No exceptions will be made to this. Parks Dept. staff has the right to request to see and examine these permits at any time.
- 4) **Rental Hours:** Rental time must be pre-scheduled and begins at the start of setup and ends when the last person related to the event leaves the building. *Events that go beyond the scheduled time will be subject to time-and-a-half costs for room and staff charges.*
- 5) **No Smoking Indoors:** There will be no smoking allowed inside facilities or within 25 feet of doorways and windows. All cigarette butts must be picked up and ashtrays emptied from any outdoor smoking areas.
- 6) **Condition of Premises:** The User accepts the premises upon entry into possession. The User may inspect the premises at an earlier, mutually convenient time. Upon expiration or termination of the Permit or an earlier revocation, the User shall promptly return the premises in as good condition as received, reasonable wear & tear excepted, in a clean appearance, ready for use by another.
- 7) **Set Up/Take Down:** Renters are responsible for set-up and take down of the event and for cleanup of the event.
  - A) No tape, including duct tape or masking tape, may be applied to any floor in the building except tape specifically defined as painter's tape. Painter's tape is blue.
  - B) The person(s) responsible for clean-up must accompany the facility supervisor on a walk-through of the facility, *when take down is nearly completed but cleanup crew is still available*, to ensure that clean up is complete and to identify any damage that might have occurred. Failure to satisfy this obligation may result in forfeiture of part or all of the renter's damage deposit.
  - C) All rented equipment that the renter may bring in for the event must be removed from the premises at the end of the specified time on the rental agreement.
- 8) **Approval Required:** The following activities are NOT ALLOWED without advanced written approval of the Parks Department: the sale of food, beverages, goods or merchandise; charging admission or fees for services. Any advanced writing approval will be included in the Contract or Attachment II of this Permit/Contract
- 9) **Changes to contract:** Should any changes occur prior to your requested use of the facility, notify staff at the facility immediately so that changes can be made to your rental agreement. Changes may increase or reduce fee amounts, prior to actual use of the facility. Changes must be made 4 weeks in advance of scheduled use.
- 10) **Fees and Charges:** Fees and charges are detailed in the Permit/Contract and are *not* refundable. Full payment of all fees and charges (except the 10% of gross receipts, if applicable) are due 90 days prior to the first day of the scheduled event.

Please Sign Initials \_\_\_\_\_

11) **Damage/Holding Deposit:** A holding deposit shall be required to reserve the space, \$500 for events with alcohol, \$250 for events without alcohol. Deposits will be refunded after the event, less the costs of any repairs due to damages to the facility, extra rental time or rooms accrued during the event, or unpaid balances owed by the renter to the Parks Department. Damage deposits may be held by the department until the renter has paid agreed upon portions of sales, admissions or catering charges (as specified in Attachment II).

The final rental balance and all required paper work are due 90days prior to the scheduled event.

Failure to pay the rental balance and submit the required paperwork accordingly will result to cancelation of this reservation. In addition, Seattle Parks and Recreation shall retain the entire damage/holding deposit.

12) **Cancellation Policy:** If at any time up to 181 days prior to the scheduled event the renter decides to cancel their rental, Seattle Parks and Recreations shall retain \$75 (\$25 processing fee + \$50 cancelation fee) from the damage deposit. If the renter should cancel their rental between 180 days and 91 days prior to the scheduled date, \$275 (\$25 processing fee + \$250 cancelation fee) of the deposit shall be retained. If the renter cancels with 90 or fewer days' notice the \$25 processing fee and all rental fees will be retained. To officially cancel a reservation, the primary contact on the rental application is required to submit a letter or email notice of the cancelation. Cancelation is only confirmed upon receiving this notice.

13) **Cancellation/ Relocation by the Parks Department:** The Seattle Parks Department may, without liability, upon giving as much advance notice to the User as practical, cancel or terminate this Permit or relocate a scheduled use to a nearby available location if the premises are closed for repairs, necessary utilities or services cannot be supplied or a supervening order of a governmental officer or agency makes it necessary.

14) **Responsibility:** The User assumes responsibility for all activities conducted on the premises, including but not limited to supervision and control to prevent injury or damage; maintenance of the premises during the use; picking up bottles, debris and refuse; and providing security to maintain order. The Department disclaims any liability from, and the User agrees not to hold the Department liable for, any occurrences arising from the event as described in this permit.

15) **Revocation:** The Department may revoke a permit and/or stop a use in progress if the User fails to comply with any State laws, City ordinances, including Seattle Municipal Code 25.08.520 regarding noise in public places, rules and regulations of the Superintendent of Parks and Recreation, and the terms of this permit. The Department may also revoke a permit and/or stop a use in progress if the User fails to secure a necessary permit, disregards a lawful order of an authorized representative of the Department, or engages in activity that may cause injury to the public or damage to the premises.

16) **No Assignment:** This permit and the permission granted may not be assigned, nor the premises sublet, without the prior written consent of the Department.

17) **Motorized Vehicles:** All motor vehicles must remain in public parking spaces and are not authorized in any other portions of the park. All unloading and loading of equipment must be done from public parking spaces only. Parking is first come first serve, **Parking Cannot be Reserved.**

18) **Post No Signs:** Signs are not allowed to be taped, hung, stapled, or nailed to any tree, sign post or exterior of a building without written permission.

Please Sign Initials \_\_\_\_\_

19) **Indemnity:** The User shall indemnify and hold the City harmless from any and all claims, actions, losses and damages to person or property (including but not limited to attorney's fees and expenses) suffered as a consequence of or arising or resulting, directly or indirectly, from any act or omission of the User on or about the premises.

In the event that any lawsuit based upon any such claim, action, loss, damage or cost is brought against the City, the User, after being notified that such lawsuit has been started, shall defend such lawsuit at no expense to the City; and if, in such lawsuit, a final judgment is rendered against the City, or against the City and the User, jointly, the User shall promptly satisfy such judgment.

The User's liability under the indemnification agreement shall not be reduced by any City negligence; provided, that nothing shall require the User to indemnify the City against the sole negligence of any City officer, employee or agent acting within the scope of such person's employment.

20) **Insurance:** The User shall be required, at its sole cost and to secure and maintain continuously a policy or policies of insurance during the term of the Contract, known as: per accident; **Commercial General Liability (CG 00 01)/Comprehensive Personal Liability (HO3) as applicable to User**, and written on an insurance industry standard occurrence form as referenced, or equivalent, including premises/operations; products/completed operations; personal/advertising injury; contractual liability; and independent contractors liability, Liquor Liability/Host Liquor Liability (if applicable).

The policy(ies) minimum limits of liability for bodily injury and property damage shall be \$1,000,000 each occurrence and \$1,000,000 general, products/completed operations aggregate; If any vehicle is used in the conduct of the User's business, a policy **Automobile Liability (Business/Personal)** - written on an insurance industry standard form (ISO form CA 00 01) or equivalent, to include coverage for owned, non-owned, leased or hired vehicles. The minimum limits of liability for Bodily injury and property damage shall be \$1,000,000; The insurance as provided under items (1) and (2) above shall be endorsed to include The City of Seattle, its officers, elected officials, employees, agents and volunteers as an Additional Insured on ISO form CG2026 (or equivalent), and shall not be reduced or cancelled without forty-five (45) days prior written notice to the City; The User's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the User's insurance; Evidence of Insurance - Property Use will not be permitted until the Department receives a certificate of insurance and the appropriate additional insured endorsement(s) in connection with the described work.

Subcontractors - User shall include all subcontractors performing any work included under this contract as an insured under its policies **or shall furnish** separate evidence of insurance as stated above for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

**I, as a renter, have read and understood this agreement and have accepted responsibility for the terms listed. I accept responsibility for any damages to equipment or to the facility that occur in association with my use of the facility. I understand that any Facility Supervisor has the right to close the facility during a rental if he or she determines a situation to be unsafe.**

**Renter**  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_