





**6 AGREEMENT AND SIGNATURES:**

The undersigned applicant agrees that during the use of the City of Kenmore facilities to not exclude anyone participation in, deny anyone the benefit of, or otherwise subject anyone to discrimination because of the person's race, gender, color, creed, national origin, religion, marital status, age, sexual orientation, political affiliation or sensory, mental or physical disability.

The undersigned applicant hereby makes application to the City of Kenmore for use of the City Hall facility described above and certifies that the information given in the application materials is correct. The undersigned applicant further states that he/she has the authority to make this application and agrees that I and all attendees will observe the rules/regulations & policies/procedures of the City of Kenmore. The undersigned applicant agrees to exercise the utmost care in the use of the premises and property, and agrees to indemnify and hold the City of Kenmore, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, action and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or in any way connected with the rental and use of the City Hall facilities by the undersigned applicant and attendees of the event, or by the applicant's or attendees' breach of the rental policies or this agreement. The City is not responsible for lost, stolen or damaged items. The applicant signing this agreement agrees to be the responsible party in case of damage, theft, or disturbances arising from the rental of City Hall facilities.

The undersigned applicant agrees to obtain and remit liability insurance naming the City of Kenmore as an additional insured for an event that exceeds 100 people or for other reasons as deemed necessary by the City Manager or designee. If required, I agree to obtain and provide proof of commercial general liability insurance in the amount of \$1,000,000 combined, single limit per occurrence. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured. Two weeks prior to the facility rental date, the undersigned applicant agrees to submit a copy of the insurance policy declaration page to the City as evidence of acceptable insurance coverage. The certificate of insurance shall include the following items: location of activity; type of activity; separate endorsement sheet; date(s) of coverage.

I have read, understood, and accept all procedures and regulations in the City of Kenmore's City Hall Meeting Room Rental Policies. I understand that the City may require additional conditions to the rental after reviewing the application, which will be included in an addendum to this agreement. I further certify that I am 21 years of age or older and I understand that failure to comply with the established facility use guidelines (and within the established timeframes), puts my meeting or event at risk for cancellation.

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

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

City of Kenmore Co-Sponsoring Contact:

Signature (if applicable): \_\_\_\_\_ Date \_\_\_\_\_

*(To be signed by City contact, accepting all terms, when City is co-sponsoring event.)*

**7 MEETING FACILITY RENTAL POLICIES:**

**CITY OF KENMORE, WASHINGTON  
CITY HALL MEETING ROOM RENTAL POLICIES  
JULY 2012**

Designation and Purpose: Kenmore City Hall is a limited public forum, and its primary function is to serve as the central place for City governance and the provision of governmental services. The purpose of these policies is to establish rules for community use of the meeting room and council chambers and to avoid impacts to the core functions of Kenmore City Hall.

**Meeting Rooms Available for Rental**

The Community Meeting Room and City Council Chambers are available for rental use when not being used for City sponsored or co-sponsored activities. The rooms can be combined upon request in the reservation and with prior approval (renters may not move the wall between the rooms). Adjacent terrace and lobby areas are accessible from the meeting rooms and can be used for associated activities subject to City approval. The Council dais and lectern are not available for use by rental groups.

**Times Available for Rental**

Tuesday through Friday 6 PM to 10 PM. Depending on staff availability and resources, Saturday rentals will be considered on a case-by-case basis and will be subject to additional fees for staff coverage. Facilities are not available for rental on City-recognized holidays. Other government agencies may request meeting room reservations during regular City Hall business hours (9 AM-5 PM Monday-Friday). At all times, City of Kenmore meetings will have priority for meeting space.

**Prioritized Uses**

1) City sponsored or co-sponsored 2) Other government agencies and organizations 3) Community, local non-profit, private or individual functions that do not charge persons to attend the event 4) Commercial users for training/classes only and with approval (no sales or promotional activity).

**Food and Beverages**

Light refreshments (coffee, water, cookies, box lunch, etc.) for meetings may be brought to City Hall. Food preparation will not be allowed and there will be no access to the City Hall kitchen facilities without the specific approval of the City Manager or designee. An additional deposit may be required for kitchen access. Food service permits from Seattle/King County Public Health are required for food preparers or caterers for events. No alcohol is allowed on the premises.

**Rental Arrangements**

All reservation requests are subject to review and approval by the City Manager or designee.

1. Reservation requests are accepted a minimum of 2 weeks in advance for weekday rental, and 1 month in advance for weekend rental. Reservations for weekdays cannot be confirmed more than 3 weeks in advance. A minimum time of 2 hours per reservation is required. Saturday rentals require a 4 hour minimum rental period. The rental period begins with any renter set up and ends with the renter's clean-up completion.
2. A City staff member must be on site during the entire duration of the facility rental and a fee may apply. The Applicant must check in with the City staff person on site at arrival and final departure the day of the event.
3. Requests to change reservation dates must be made in writing or via email to the City of Kenmore and a response in writing or via email back to the applicant must be sent by the City acknowledging and confirming the request.

**Age of Applicant / Responsible Applicant**

The person seeking to reserve the City facilities must be 21 years or older and sign the City's Request for City Hall

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Meeting Facility Use Application Form (Applicant). The Applicant must be present during the entire time of the rental. Rental groups composed of minors (under 18 years of age) shall be supervised by a sufficient number of adults (21 years of age or older) at all times while using City Hall facilities. The Applicant is considered to be the responsible party in case of damage, theft, or disturbance during use of City facilities.

#### **Rental Fees & Damage Deposit**

1. Weekday rentals -- \$25/hour for Kenmore residents, \$50/hour for non-residents, 2 hour minimum rental period. Weekend rental -- \$75/hour for Kenmore residents, \$125/hour for non-residents, with a 4 hour minimum rental period. There is no charge for rental by government agencies.
2. A damage deposit of \$250 is required for groups exceeding 30 people or when food or beverages are served, which is refundable if there is no extra cleaning needed or damage to premises. The deposit will not be deducted from the room rental fees, but will be refunded in the same manner paid within 1 month after the event. Government agencies are not required to submit a damage deposit, unless specifically required to do so because of the nature of the planned event. However, government agencies may be charged for extra cleaning or any damage associated with their rental of the facility.
3. The deposit will be **forfeited** if: 1) damage to the facility or equipment is caused during the event; 2) the reservation is not cancelled in a timely manner (see below); 3) these policies are violated; 4) the carpet is damaged or stained; 5) extra staff time for cleaning beyond routine cleaning is required due to the event. Janitorial service will be billed according to the hourly rate paid by the City and repairs and/or replacement will be billed at the full cost incurred; 6) the use of the facility exceeds the scheduled reservation time; 7) all facility equipment is not accounted for; and 8) the facility is not left in a clean and orderly condition, or if personal belongings are not removed following the rental. If damage caused by the event exceeds the deposit, the City will hold the Applicant responsible for additional coverage amount.
4. If a cancellation is made 7 days or more from the event, the full deposit will be returned. If a cancellation is made 6 days or less from the event, **100% of the deposit will be forfeited.**

#### **Long Term and Ongoing Rentals**

Rentals that book multiple dates at a consistent day and time require approval by the City Manager or designee and in most cases requests for an ongoing rental will be approved for no more than three months at a time. Meeting rooms may not be rented more than once a month for the same applicant or organization unless the applicant is a governmental agency or the applicant/organization is doing work on behalf of the City.

#### **Kenmore Residents & Government Agencies**

Groups sponsored by Kenmore residents may reserve a meeting room once a month at no charge (deposit and/or cleaning fee may be applied). The applicant for the reservation should be in the name of the same person/same organization name in order to ensure the fair use of the facilities. To ensure the policies are being followed, the City may limit or suspend room use for persons or organizations that violate these policies.

There is no charge for Government agencies or Events co-sponsored by the City of Kenmore (deposit and/or cleaning fee may be applied). Resolution 12-203 enacted these changes in the fee schedule.

#### **Core Function of City Hall**

The City Council adopted Ordinance No. 11-0326 (Ordinance), which acknowledges that City Hall's core function is to serve as the primary place to conduct the business of the City. The Ordinance authorizes activities that have a natural relationship to the conduct of government and which do not compromise its core function. The Establishment Clause prohibits a government from taking action that would constitute establishment of religion. To avoid violating the Establishment Clause and protect City Hall's core function, the activity of conducting religious worship services at City Hall is not permitted. This policy is intended to avoid the appearance of endorsement or fostering of excessive entanglement with religion, and to address the concern that such activity would transform City Hall, the central place for City governance, into an occasional house of worship. However, use of the meeting room or chambers for communication that may include religious viewpoints or material is permissible.

#### **Facility Use Request Form**

At the time of request for room rental, the Applicant must: 1) complete and sign a Facility Use Request Form; 2) remit the damage deposit if required; and 3) pay 50% of the applicable rental fee. Five (5) days prior to the time of

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the reservation, the remaining rental fee must be remitted to the City.

### **Liability Coverage**

Liability insurance naming the City of Kenmore as an additional insured is required for events that exceed 100 people or for other reasons as deemed necessary by the City Manager or designee. Applicants required to obtain insurance shall provide proof of commercial general liability insurance in the amount of \$1,000,000 combined, single limit per occurrence. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured. Two weeks prior to the facility rental date, the applicant shall submit a copy of the insurance policy declaration page to the City as evidence of acceptable insurance coverage. The certificate of insurance shall include the following items: location of activity; type of activity; separate endorsement sheet; date(s) of coverage.

### **Reservation Cancellations**

1. The City may cancel a reservation at any time due to an emergency, severe weather or situations that may result in facility damage or personal injury. The City Manager or designee can also cancel a reservation if the meeting room is needed for a City sponsored meeting or event. In such instances a full refund will be provided.
2. An Applicant's cancellation of a reservation must be made in writing or via e-mail at least 7 calendar days prior to the reserved event to the City of Kenmore and a response in writing or via e-mail must be sent back to the applicant from the City acknowledging and confirming the cancellation.
3. Any form of refund will be issued only to the Applicant. The City of Kenmore is not responsible for reimbursement of items purchased in association with the scheduled event such as insurance, vendor or service charges, equipment rentals, permit or licensing fees, etc.

## **MEETINGS & EVENTS**

### **Room Set Up**

Room set-up options will be provided upon request, and the City will set up the room. At the conclusion of the event, the attendees must remove their belongings and event related materials and leave the facility clean and intact. The Applicant is responsible for clean up following the event. If additional clean up time beyond routine cleaning by City staff is required, the renter's deposit will be reduced accordingly.

### **Amplified sound**

Use of amplified sound (from systems other than the City Hall's system) is permitted inside the building on weekend rentals only and subject to approval.

### **Audio/Visual**

Groups may use City projector and screen and/or City sound system microphones provided they give one week's notice and pay an additional fee of \$25. Groups must bring their own laptops for PowerPoint presentations.

### **Display**

Rental groups should provide their own easels, flip charts, etc. for displays. City Hall white boards (Egan boards) are available for use, and rental groups must use the Egan markers provided by the City. Use of other markers will damage the boards and renter will be responsible for replacement costs. Egan boards have a tack surface on one side of the board which is suitable for posting displays with push pins. See below for restrictions on posting decorations or displays.

### **No Signage**

No exterior or interior signage is allowed on City Hall premises relating to the rental and use of the meeting room or council chambers.

### **Decorations**

Items may not be affixed to the ceiling, doors, walls, light fixtures or windows. Rice, birdseed, confetti and glitter are not allowed. Damage resulting from the use of hooks, nails, push pins, staples, tape or other adhesives will result in

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the loss of some or all of the renter's damage deposit.

#### **Deliveries**

The Applicant must be present to accept or sign for any deliveries related to the event, and the delivery/pick up time will be considered part of the rental period. No storage space is available at City Hall for event supplies.

#### **GENERAL USE POLICIES**

##### **Tobacco Use Prohibited**

The use of tobacco products is prohibited inside or within 25 feet of any entrance or window to City Hall.

##### **Lawful Activity**

All activities must comply with Kenmore Municipal Code, King County Public Health Code, state and federal law.

##### **Firearms Prohibited**

Firearms or weapons of any sort will not be allowed in City Hall or premises. This restriction does not apply to on-duty law enforcement officers.

##### **Flammable Materials**

The use of candles or any other type of open flame, flammable materials or fog/smoke machines is prohibited at City Hall.

##### **Animals**

Only service animals are allowed in City Hall.

##### **Indemnification**

An Applicant must sign the Facilities Request Form and agree to indemnify and hold the City, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, action and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected in any way with the rental of City Hall by the Applicant and attendees of the activity, or by the Applicant's or attendees' breach of the rental policies or rental agreement. The City is not responsible for lost, stolen or damaged items.

##### **No Election / Campaign Activity**

Pursuant to RCW 42.17A.555, the use of City facilities by persons or organizations for election, campaign or ballot proposition purposes is not allowed.

##### **No Endorsement**

Receiving permission to use City facilities does not constitute an endorsement of a group's philosophies, policies or beliefs.

##### **Distribution of Give-Aways**

The City reserves the right to deny the distribution of items at events deemed to be hazardous, a nuisance or not family-friendly.

##### **Non Discrimination Laws to be Followed**

Groups renting City facilities must adhere to Federal and State laws regarding non-discrimination on the basis of race, gender, color, creed, national origin, religion, marital status, age, sexual orientation, political affiliation or sensory, mental or physical disability.

##### **City Can Add Restrictions / Requirements**

The City can add requirements and/or restrictions as deemed necessary, depending on the event. The City will identify the required additional requirements and/or restrictions in writing five (5) business days in advance of the

event (or prior to the Applicant's final payment securing the reservation) and the Applicant's signature agreeing to the additional conditions will be required. The City can deny rental requests due to staff or facility availability, incompatibility of the rental request with the City facilities, or other reasons. All requests are subject to the approval of the City Manager or designee. The City reserves the right to terminate an event if risks to safety or property exist or if users are violating facility use policies or other laws.

#### **Maximum Room Capacity**

Maximum room capacities are posted in the Lobby, Community Meeting Room and Council Chambers. Rentals that exceed approved capacities may be cancelled immediately and entire damage deposit withheld.

#### **Security**

The City reserves the right to require and establish ratios of security personnel and/or adult supervision to monitor the safety and welfare of the attendees of any function. The Applicant will be responsible for the cost of security personnel.

#### **Policy Interpretation**

The City Manager or designee shall make any necessary interpretations of these policies.

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