

ROY COMMUNITY CENTER RENTAL APPLICATION

PO Box 700 Roy WA 98580 253-843-1113

NAME OF SPONSOR(S): (Individual(s) or Organization)		
NAME(S) OF APPLICANTS(S): (if different)		
RELATIONSHIP to the ORGANIZATION SPONSORING the EVENT:		
NAME OF EVENT:		
DATE and TIME of event (including set-up and clean-up): mm/dd/yy ____/____/____ from ____:____ am / pm to ____:____ am / pm		
DESCRIBE EVENT ACTIVITIES:		
INSURANCE: You must attach proof of liability insurance coverage in an amount of at least \$1,000,000 naming the City of Roy as additional insured. The attached proof of liability insurance coverage is made a part of this rental application and agreement form.		
PLEASE REVIEW THE ATTACHED AGREEMENT. YOU MUST SIGN AND RETURN IT PRIOR TO APPROVAL OF YOUR APPLICATION. RENTER certifies that RENTER(S) is/are the actual sponsor(s) of this Event or the duly authorized representative(s) of the sponsor(s) of the Event. RENTER certifies that the information in this application is correct. RENTER understands that RENTER shall be personally responsible for any fees, assessments, damages, or other costs associated with misrepresentations on this application or if the sponsor(s) fail(s) to remit them. <i>Please use additional sheets of paper to provide this information for all signatories.</i>		
<hr/>		
Print Name	Sign Name	Title
<hr/>		
Address	City	State Zip
<hr/>		
Phone (list two)	Email	
<hr/>		
THIS APPLICATION IS NOT APPROVED UNTIL SIGNED AND RETURNED TO APPLICANT.		
<u>For Office Use Only:</u>		
Approved: Yes ____ No ____ By: _____		
	Signature	Title Date
<hr/>		
Non-Refundable		
Reservation deposit	\$25.00	
Refundable		
Damage deposit	\$75.00	Keys accepted:
Rental fee ____ hrs @ \$15.00	\$ _____	
Total Due	\$ _____	_____
Keys returned: _____		
Remarks (Conditions, waiting list, etc.) _____		

ROY COMMUNITY CENTER RENTAL AGREEMENT

1. This Rental Agreement (Agreement) is between the City of Roy (the City), through its duly appointed agent, the Mayor, and all parties, both individual and organizations or other entities, identified in the attached Rental Application, collectively identified in this Agreement as RENTER.
2. This Agreement shall refer to the event identified in the Rental Application attached, identified in this Agreement as the Event.
3. RENTER understands that the maximum occupancy for the Community Center is 55 people. RENTER shall be considered in violation of this Agreement if the number of people at the Event exceeds this number. In the event RENTER violates the occupancy limit, all attendees may be asked to vacate the premises immediately. RENTER will be responsible for any fine or assessment arising from violation. "Attendee" shall mean any individual in or about the premises during set up, the Event, clean up, or within fifteen minutes of clean up.
4. RENTER understands and agrees that RENTER shall be responsible to arrange set-up and clean-up for the Event.
5. The premises shall be restored to a reasonable state of cleanliness and order at the end of the Event. RENTER may make an official claim to the City that to adhere to this provision, the RENTER was required to expend additional resources due to the alleged condition of the premises prior to set-up.
6. RENTER affirmatively represents that the Event is not and shall not be in violation of RCW 42.17.130, which provides that public facilities may not be used in furtherance of any candidate campaign or to promote bond measures.
7. RENTER agrees to exercise the highest degree of care in using the Community Center and its grounds.
8. RENTER agrees to adhere to all the rules and regulations relating to the use by the public of the Community Center, including all City Ordinances, and all additional rules and regulations provided to RENTER by the City. In the event of a conflict between rules and regulations provided to RENTER and this Agreement, the Agreement shall prevail. In the event of a conflict between rules and regulations provided to Renter and City Ordinances, City Ordinances shall prevail.
9. RENTER understands that a party may file a claim or demand, or file a lawsuit or take a legal action, or obtain a judgment against RENTER and/or the City, a City elected official, City employee or City agent, because of the Event, or related to the Event or during activities surrounding the Event. RENTER agrees that in the event of one of the occurrences set forth in this paragraph, RENTER shall pay all costs necessary to legally defend the City, its elected officials, employees, and agents to the extent those costs are incurred due to the intentional or negligent actions of any RENTER, its agents, agents of the Sponsor, guests, or any others who RENTER should have reasonably excluded from the Event.
10. RENTER agrees that if the City or its representatives legally defend any suit or claim arising because of the Event, RENTER shall reimburse the City or its representatives for all costs and expenses of such legal defense, including attorney's fees and costs.
11. RENTER also agrees to pay any amounts owing due to one of the occurrences set forth in Paragraphs 9 and 10, such as court judgments or litigation settlements. RENTER agrees to pay attorneys fees and costs and all other expenses associated with an occurrence set forth in Paragraphs 9 and 10.
12. RENTER agrees that the City shall not be responsible for lost, stolen or damaged property belonging to RENTER, the Sponsors, or any guest, agent or other entity attending the Event.

13. RENTER agrees to pay the rental fee and the deposit amounts specified. RENTER understands that RENTER is also responsible for ~~any and all actual~~ **all** damages arising from the Event above and beyond those covered by the deposit and RENTER agrees to pay those damages.
14. In the event all City property and premises affected by the Event are completely restored to reasonable condition, the RENTER'S Damage Deposit shall be returned within approximately three weeks.
15. RENTER agrees that no property of any type whatsoever may be permanently affixed to City property.
16. RENTER agrees that no property provided by RENTER shall be left in or about the Community Center after the clean up time set forth on the Rental Application unless specifically permitted in writing by the clerk/treasurer and signed by both the City and RENTER'S LAWFUL AGENT. In no case shall a renter, sponsor or event attendee be permitted to interfere in any way with the lawful use and enjoyment of the facilities by another renter.
17. RENTER agrees that RENTER shall pay an additional \$25 for each half hour after the ending time of the Event identified in the Application that RENTER remains on the property, ~~except that if another event is scheduled to occur after the identified ending time of this Event, and all attendees have not vacated the premises,~~ **If another event is scheduled to occur after the identified ending time of this Event, and all attendees have not vacated the premises, the** RENTER shall pay such fee as shall be determined by the Mayor as appropriate to compensate the City and other event sponsors
18. RENTER agrees to adhere to all federal, state, and local laws and regulations during the performance of the Event, including but not limited to all laws against discrimination against all protected classes.
19. RENTER acknowledges that RENTER has reviewed all information on this form and the attached Facility Rules and Regulations, RENTER understands the information and rules and regulations, and RENTER agrees to adhere to all provisions of these documents.
20. The City agrees to present the Community Center interior in reasonable condition prior to the Event.
21. The City agrees to arrange that the facility be open at the time identified in the Application as the set-up time.
22. The RENTER shall be responsible for both the grounds and the interior of the facility until the last attendee, whether invited or not, vacates the grounds, regardless of the clean-up time identified on the Application.
23. This Agreement shall be binding on all successors and assignees of the parties.
24. RENTER shall not assign, sell, or otherwise convey this Agreement to a third party.
25. This Agreement shall not convey any rights or benefits to third party beneficiaries.
26. This Agreement shall not be modified except in writing and signed by all relevant parties.
27. All additions to this Agreement shall be in writing, signed, dated, and attached to the City copy of the Agreement.
28. If any provision of this Agreement shall be found void and of no effect, all other provisions shall remain in full force and effect.
29. The City reserves the right to terminate this Agreement for any reason upon reasonable notice in the context of all existing circumstances.
30. The City reserves the right to terminate this Agreement immediately and the RENTER agrees to immediately achieve the vacating of the premises upon notice of the termination by authorized City personnel upon any of the grounds set forth below:

- a. Physical damage to City property caused by an attendee, whether invited or not; or
- b. Violation of any law, ordinance or regulation of the United States, the State of Washington, Pierce County, or the City by any attendee, invited or not.
- c. If facilities become unusable for any reason.

RENTER has read and understands each provision of this Rental Agreement. RENTER has obtained all legal assistance RENTER wishes. RENTER agrees to all terms in the Rental Agreement.

EVENT SPONSORS:

CITY:

Signature

Designated Representative

Printed Name

Date

Authorized Agent of:

Date

Signature

Printed name

Please use extra signature sheets as necessary.

Authorized Agent of:

Date

ROY COMMUNITY CENTER RULES AND REGULATIONS

1. A completed signed facility application, agreement, and reservation/damage deposits are required before the facility may be booked. ~~Any cancellation received less than 14 days before said event will result in the forfeiture of the reservation deposit. Deposit refund checks are processed through the City of Roy after your event. Issuance of such check takes approximately 3 weeks and will be sent to the address listed on your application unless otherwise noted.~~
2. The Reservation Deposit is non-refundable.
3. The Damage Deposit is refundable following a thorough inspection by the City. The Damage Deposit refund check will be processed through the City of Roy after your event. Issuance of such check takes approximately three (3) weeks and will be sent to the address listed on your application unless otherwise noted.
4. Reservations may be made a maximum of 6 months prior to desired date.
5. The Center is ~~available Monday through Thursday 8:00 a.m. to 11:00 p.m., and Friday and Saturday 8:00 a.m. to midnight. For rentals occurring Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m., the facility will be opened by City personnel. Renters using the facility weekdays after 4:30 p.m. may check the key out at City Hall before 4:15 p.m. on the day of use. Renters using the facility over the weekend may check keys out on the Friday prior to the weekend of use. Please be at City Hall prior to 4:15 p.m. to check out the key; City Hall closes at 4:30 p.m.~~ available Monday through Sunday 8:00 am to 10:00 pm. For rentals occurring Monday through Thursday between the hours of 8:00 am and 5:00 pm, the facility will be opened by City personnel. Renters using the facility weekdays after 5:00 pm, may check the key out at City Hall before 4:45 pm on the day of use. Renters using the facility over the weekend, may check keys out on the Thursday prior to the weekend of use. Please be at City Hall prior to 4:45 pm to check out the key; City Hall closes at 5:00 pm. If a key is issued, instructions for its return will be given to renter. Failure to turn keys in at the conclusion of facility rental will result in forfeiture of part or all of the damage deposit.
6. Rental of the Community Center is for indoor use only. For outdoor activities, the City's park may be rented.
7. Alcoholic beverages are not allowed on the premises.
8. Nothing is allowed to be affixed to the ceilings or walls except with non-marking tape.
9. Rice, birdseed, confetti, glitter, dance wax, etc., are not permitted inside or outside the building.
10. Additional equipment may not be brought in by the renter without prior approval of the facilities coordinator.
11. Renters must supply their own silverware, dishes, towels, glasses, pots, pans, coffee pots and other supplies. Items in kitchen cabinets and drawers are not for use unless marked "public."

12. In compliance with the City fire code and the City of Roy, open flames are strictly forbidden.
13. Smoking is not allowed in the facility or within 25 feet of any doorway. Smoking inside shall result in forfeiture of ~~all of~~ the Damage Deposit.
14. For your protection, the City of Roy ~~recommends~~ **requires** that all renters obtain public liability insurance for their event. This insurance ~~would protect~~ **protects** you and your guests against loss resulting from bodily injury and/or property damage. An insurance broker or agency can help you obtain the proper coverage.

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ROY COMMUNITY CENTER CHECKOUT LIST

Please leave the facility, to include the bathrooms and kitchen, in the same condition as when you arrived. A dust mop, wet mop, vacuum, broom and dust pan are located in the kitchen closet. This check off list is provided to assist you in cleaning and securing the facility prior to leaving.

COMMON AREA:

- ☐ Tables and chairs wiped clean
- ☐ All decorations and displays removed from Community Center
- ☐ Spills wiped up prior to sweeping
- ☐ Sweep floors

STORAGE AREA:

- ☐ Chairs returned to rack ~~in storage room~~
- ☐ Tables returned to designated area (no sliding tables across the floor) ~~in storage room~~

KITCHEN:

- ☐ Counters cleaned
- ☐ Dishwasher posted instructions followed
- ☐ Appliances all turned off and unplugged
- ☐ All garbage placed in plastic liners inside garbage cans
- ☐ Spills wiped up
- ☐ Floor swept

DAMAGES:

- ☐ Concerns or any damages noted below and turned in with key: _____
- _____
- _____

BATHROOM:

- ☐ Stalls checked for cleanliness
- ☐ Toilets flushed if needed
- ☐ Sinks checked for cleanliness
- ☐ Lights and fan turned off

LIGHTS/DOORS:

- ☐ Lights all turned off
- ☐ Back doors checked to see that they are secure
- ☐ Front doors locked and secure
- ☐ Door key deposited in _____

Facility Renter _____ Date of use _____