



City of Asotin

www.cityofasotin.org

Phone: 509-243-4411

PO Box 517

121 Cleveland Street

Asotin WA 99402

Fax: 509-243-1223

Asotin Historical Community Center Use Application

305 First Street

Asotin WA 99402

Resolution 2013-492–2014-534-2015-552-2017-597-2018-639-2018-644 2019-651

Today's Date _____

Name of Applicant _____ Organization _____

Physical Address _____ Phone # _____

Mailing Address _____ Additional Phone # _____

Address to mail Damage Deposit _____

Date of Event _____ Time Event Begins _____ Time Event Ends _____

Setup Date _____ Set up Time _____ Clean up Date _____ Clean up Time _____

Type of Event _____ Number of Participants _____

Rental Time is defined as "time designated on the Asotin Historical Community Center Event Rental Application" which includes set up and clean up. If cleanup is not completed by the designated time the damage deposit will be forfeited. If additional time is needed to cleanup, items must be removed by 7:00am the following morning or you may be charged additional fees.

Rates are subject to change

- Damage/Cleaning deposit.....\$500.00 (requires a separate check)
- Building Rental.....\$250.00
- Charitable Organization.....\$0 requires the damage/cleaning deposit
- **Charitable Organization Commodities Replacement Charges..\$40.00**
- Paper Towels, Hand Soap, Toilet Paper, Cleaning Supplies, Trash Bags**

"A **charitable organization** or **charity** is a **non-profit organization** (NPO) whose primary objectives are philanthropy and social well-being (e.g. **charitable**, educational, sporting, hobby, art/music, religious, or other activities serving the public interest or common good). Church committees and school groups are included in this category. This is not an exhaustive list and other entities may qualify for special rates by taking into consideration the purpose of the organization and its intended use of the facilities."

- Professional Meeting.....\$100.00
- Bridal Shower.....\$100.00
- Wedding Rehearsal.....\$100.00
- Baby Shower.....\$100.00
- Family Reunion.....\$100.00

Birthday Party.....\$100.00
Funeral.....\$100.00
Fundraising Event.....\$100.00
Pre-Wedding Preparation.....\$100.00 (When using Chief Looking Glass Park)
 Asotin-Anatone School District shall pay no user fees for rentals
 Regular Community users shall pay \$150.00 a month a to cover utilities

Fees are based on time designated on the Application. If it is anticipated that set up will require time on the day prior to the event there will be a charge for the hours used the day prior.

If a **cancellation** is not made 10 days prior to the date of the event, the rental fee will be forfeited.

Payment, Damage Deposit and Application is due at the time of reservation

No alcoholic beverages are allowed in the Asotin Historical Community Center, unless the proper permit is obtained. You can apply for the Banquet Permit at www.liq.wa.gov. **Please provide a copy of the permit to when submitting your Asotin Historical Community Center Event Rental Application.**

Requested events will be evaluated on a case-by-case request and in order of receipt. Those events or activities that pose a potential security or safety risk, or are in violation of local, state and/or federal laws shall be denied. All decisions are made by the Mayor of Asotin and are final.

I agree to indemnify and hold harmless the City, its employees and agents for all liability claims arising out of the event. I agree to pay for all damages to the premise or its contents deemed excessive by the City which incurred as a result of the event. **I have read and understood the Asotin Historical Community Center Rules and Regulations for renting the Park Facility.**_____ **Please initial.**

Damage Deposit- To obtain damage deposit, please bring keys to City Hall 121 Cleveland, Asotin WA 99402 Monday following the event. City hall is open 9:00am – 5:00pm. And/Or you can place the keys in the drop box at City Hall and your damage deposit will be returned by mail.

If you have any questions please feel free to contact us at 509-243-4411.

Please return Application, Payment and Damage Deposit to:

Asotin City Hall
 PO Box 517
 Asotin WA 99402

Applicant Signature_____ **Date**_____

Clerk/Treasurer Signature_____ **Date**_____

Key Number_____ **Date**_____

Key Returned_____ **Date**_____

Cash_____ **Check**_____ **Credit Card**_____

The Credit Card Transaction Fees and Charges will be paid for by the applicant.

FACILITY LEASE AND INDEMNIFICATION AGREEMENT

This lease and indemnification agreement, (hereinafter "Agreement"), is entered into by and between City of Asotin hereinafter "Lessor"), and _____ (hereinafter "Lessee", regarding the Facility described as the Asotin Historical Community Center located at 305 First Street. The phrase "Facility" as used hereinafter shall include the facility space above-described, unless otherwise specifically provided.

1. **Purpose.** The Facility shall be used by Lessee for: _____, including activities normally ancillary thereto.
2. **Term of Agreement.** The Agreement term shall commence on _____ at _____ AM/PM, and shall terminate on _____ at _____ AM/PM, unless sooner terminated or renewed in the manner hereinafter provided.
3. **Rent.** As rent, Lessee shall pay _____, per term above described, payable on or before _____.
4. **Return of the Property.** At the time of termination of this Agreement, Lessee shall return the Facility to Lessor in as good a condition as the same was at the time Lessee took possession hereunder, reasonable wear and tear, due to reasonable use and occupancy, in conformance with the provisions of this Agreement excepted.
5. **Insurance.** Lessee shall procure and maintain in force, without cost or expense to Lessor, on or before the commencement date of this Agreement and throughout the Agreement term or as long as Lessee remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits of not less than \$1,000,000, per occurrence with an annual aggregate of \$2,000,000. Lessor shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be cancelled or modified for any reason without fifteen (15) days prior written notice to Lessor. Lessee shall provide Lessor with a certificate or certificates of such insurance within (10) days of the execution of this Agreement.
6. **Self-Insurance.** If Lessee is self-insured through the Office of State Risk Management, a certified statement setting out (1) program approval of the state risk manager, and (2) coverage(s) (including additional named insured) enumerated in Paragraph Five (5) of this Agreement shall be appended to this Agreement.
7. **Agreement to Indemnify.** Lessee shall indemnify the Lessor from, and against, any and all claims, demands, causes of action, suits or judgments, including, but not limited to, any claims of insurance carriers, the Department of Labor and Industries, the Department of Social and Health Services, and any federal agency, health care provider of governmental taxation agency, (including costs and expenses incurred in connection therewith), for deaths or injuries to persons or for loss of or damage to property arising out of, or in connection with, the use and occupancy of the Facility by Lessee, its agents, servants, employees, or invitees. In the event of any claims made or suits filed, Lessor shall give Lessee prompt written notice thereof and Lessee shall have the right to defend or settle the same to the extent of its interest hereunder.
8. **Assignment.** Lessee shall not assign, convey or transfer this Agreement or any interest herein, without the prior written consent of Lessor.

9. **Notice.** Any notice, declaration, demand, or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified US Mail, Return Receipt Requested, postage fully prepaid, and addressed as follows:

To Lessor: **City of Asotin**
121 Cleveland Street
PO Box 517
Asotin WA 99402

To Lessee: _____

The mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices given in compliance with this section shall be deemed effective two (2) business days following the deposit thereof in the US mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may, by notice, change its address for notice.

10. **Legal Relationship.** The parties of this Agreement execute the same solely as a Lessee and a Lessor. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person. Unless otherwise specifically provided herein, no third party is intended to be benefited by this Agreement.
11. **Applicable Law/Construction/Venue.** This Agreement shall be governed and interpreted in accordance with the laws of the state of Washington. In the event this Agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the county in which the Facility is situated.
12. **Entire Agreement.** This Facility Lease and Indemnification Agreement contains the entire agreement of the parties hereto and supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither Lessor nor Lessee shall be liable to the other for any representations made by any person concerning the Facility or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by Lessor and Lessee or their lawful successors and assigns subsequent to the date hereof.
13. **Application Date.** _____
14. **Application:** Accepted Denied

Asotin Historical Community Center Use Agreement For Events

Please Pick Up Key at Asotin City Hall

Asotin City Hall is open Monday-Friday 9:00am–5:00pm

- **Fees:** As listed on the Asotin Historical Community Center Event Rental Application.
- **Historical Regulations** do not allow posting on any wood finishes using any puncture or adhesive such as: staples, nails, push pins, glue, and thumb tacks etc... **Poster Putty allowed only**
- **Alcoholic beverages** cannot be sold, distributed, or consumed in any city facilities, including city parks, unless proper permits (Washington State Liquor Control Board Banquet Permit) have been obtained and approved by the Asotin Mayor. You can apply for the Banquet Permit at **www.liq.wa.gov**.
- **Clean-up** - the applicant is responsible for clean-up of all City premises utilized under the terms of this Agreement. Clean-up includes wiping surfaces, cleaning spills, sweeping /vacuuming floors, bagging and removing garbage resulting from the Applicant's use of city properties.
- **Smoking or Tobacco** is not allowed within 25 feet from the building, doorways, windows or intake areas anytime during any function.
- **Cancellation** If a cancellation is not made 10 days prior to the date of the event, the rental fee will be forfeited.
- **Keys Pick up/Drop Off:** Keys may be collected from City Hall on the date for which the Center is rented; for Saturday or Sunday event, key must be collected by 5:00pm the preceding Friday.
- **Dumpsters** please take **ALL** trash to the dumpsters.
- **DO NOT DISPOSE** of any cleaning supplies, grease, hot liquid etc. on the grass.
- **Fireworks** are prohibited.
- **Damage Deposit-** To obtain damage deposit, please bring keys to City Hall 121 Cleveland, Asotin WA 99402 Monday following the event. City Hall is open 9:00am – 5:00pm. **And/Or** you can place the keys in the drop box at City Hall and your damage deposit will be returned by mail.
- **Rental Time** is defined as “time designated on the Historical Church Rental Application” which includes set up and clean up. If cleanup is not completed by the designated time the damage deposit will be forfeited.
- **The City of Asotin** will not be responsible in case of fire, theft, accident or loss of any kind. It is your responsibility to advise all persons sharing the facility.
- **Emergencies** Please report disturbances to dispatch at 509-758-2331 **and/or Call 911 for Emergencies**
Contact Telephone Number Leave contact telephone number and name with City Hall when key is collected.
- **Capacity** 150 Persons.
- **Emergency Contact After Hours** #208-791-2704.