



PIONEER PAVILION COMMUNITY CENTER FACILITY USE AND RENTAL AGREEMENT

RESERVATION INFORMATION

Name of Event: _____

Date(s) Requested _____ Day(s) of the Week _____

Event Hours From: _____ To: _____ How much time needed to prepare for event? _____

Please answer the following questions to the best of your ability.

1. What is the approximate attendance? _____
2. Is there an Event Sponsor? YES NO If yes, then who? _____
3. Circle each answer: is the event PUBLIC or PRIVATE? If Public, is it FREE or TICKETED?
4. Will there be vendors? YES NO If yes, then how many? _____
5. Will alcohol be served? YES NO If yes, what hours? From _____ to _____
6. Will there be gambling? YES NO If yes, what hours? From _____ to _____
7. Will there be demonstrations? YES NO If yes, what hours? From _____ to _____
8. Will there be amusement rides? YES NO If yes, what hours? From _____ to _____

EVENT CONTACT INFORMATION

Name: _____ Organization: _____

Main Contact Number: _____ Alternate: _____

Main Contact Email: _____

Mailing Address: _____

Physical Address: _____

**PLEASE NOTE ANY ACTIVITY SUCH AS FOOD SERVICE, ALCOHOL SALES OR SERVICE, GAMBLING OR AMUSEMENT RIDES
REQUIRE ADDITIONAL LICENSING AND/OR PERMITS.**



PIONEER PAVILION COMMUNITY CENTER FACILITY USE AND RENTAL AGREEMENT

Reservations for Pioneer Pavilion Community Center, hereinafter called the Pavilion, may be made by submission of an application to the Facility Manager at 2007 Cherry St., Ferndale, WA or by mail to PO Box 1264, Ferndale, WA 98248. All applications are subject to review and acceptance. A 25% deposit is required to hold the date for the intended event. The City only accepts cash or check, which need to be made out to City of Ferndale.

Reservations for functions are made upon and subject to the rules and regulations of the City of Ferndale, hereinafter called the City, and are subject to the terms and conditions described herein. It shall be the sole responsibility of the Renter, **contact name above**, hereinafter called the Renter, to completely inform their agents, employees, vendors/contractor and guests concerning their obligations under this Agreement. Renter may have access to the Pavilion general room, the storage area for access to tables and chairs, use of the rolling door, the parking lot, and the restroom facilities on premise. Renter and guests may not use the Emergency Exit next to the rolling door for any reason except an actual emergency.

FACILITY INFORMATION

Pioneer Pavilion maximum up to 638

FACILITY & RATE INFORMATION (Pioneer Pavilion Community Center)					
The newly-remodeled PPCC is approximately 6,000 square feet and restrooms are on premise.					
**At this time there are no kitchen facilities					
Community Event:				Mark which applies	
Monday - Thursday:	4 hours or less	\$ 150.00			
Monday - Thursday:	All-day Event	\$ 500.00			
Fri., Sat. & Sun	4 hours or less	\$ 250.00			
Fri., Sat. & Sun	All-day Event	\$ 600.00			
Private Event:					
Monday-Thursday	4 hours or less	\$ 300.00			
Monday-Thursday	All-day Event	\$ 800.00			
Fri., Sat. & Sun.	4 hours or less	\$ 400.00			
Fri., Sat. & Sun.	All-day Event	\$ 900.00			
**Nonprofit Organization Event *Non-profit as defined by the IRS and event must be in Org. name.					
Monday - Thursday	4 hours or less	\$ 75.00			
Monday - Thursday	All-day Event	\$ 250.00			
Fri., Sat. & Sun.	4 hours or less	\$ 125.00			
Fri., Sat. & Sun.	All-day Event	\$ 300.00			
Early Decoration Cost:					
One - three hours (per hour):		X	\$ 50.00		
3+ hours must use full rental costs above					
Tables available:		Seats			
38 - 6 top rounds		234			
16 - 4 top rounds		64			
2 - 8' rectagles					
Total Rounds		298			
Chairs available:			AV Available		
300 folding			2 wireless microphones		Podium
4 lg garbage cans			Sound System		Projector & Screen



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****Please note that your “rental hours” need to include set up and clean up. If you rent for a half day on a Saturday (4 hours or less) you cannot be there for another hour to clean up due to possible incoming rental. You must add extra hours to the event and pay by the hour or purchase an All-Day Event. No exceptions.**

Day before rehearsals and set up can be booked two weeks (14 days) before the event by the hour if the date is not reserved or can be purchased at the 4-hour rental rate at any time to secure that the facility will not be rented to anyone else at that time.

RESERVATION & SECURITY DEPOSITS:

All reservations for functions are made upon and subject to the rules and regulations of the City of Ferndale and are subject to the terms and conditions described herein. It shall be the sole responsibility of the Renter to completely inform their agents, employees, vendors/contractors and guests concerning their obligations under this Agreement. Renter may have access to the Pavilion Event Center general room, the storage area for tables and chairs, the parking lot, and the restroom facilities on premise. Renter and guests may not use the Emergency Exit next to the rolling door for any reason except an actual emergency.

The City of Ferndale reserves the right to refuse any and all applications. Upon signing this Agreement, Renter shall pay the **City of Ferndale** the appropriate fees as stated above. The Security Deposit is for the purpose of securing Renter’s obligations to return the Pavilion Event Center in an undamaged and clean condition and to compensate the City, in whole or in part, for any additional charges owed under this agreement.

RESERVING THE PAVILION:

A 25% deposit of the entire rental fee, including the \$500 security deposit, is due to reserve the facility prior to 30 days from the event. Payment in full is due at the time of booking, if the reservation is less than 30 days from event. A Reservation Deposit is not an actual contract for rental approval but a “hold the date,” the application must be approved by the City prior to event. The facility manager will notify renter if there are any questions or concerns. The remaining rental fee must be paid no later than 30 days before the date of the Event. Any event not paid in full by that date (Your due date here: _____) will be deemed cancelled by the City and will not be permitted to occur. In the event of cancellation, please refer to Cancellation Policy below.

Security Deposit is \$500 and may be refunded, less the **non-refundable Cleaning Fee**, either in full or part minus any expenses for damages, losses, excessive cleaning fees (which will apply if glitter is found to have been used at all), extra rental time, unapproved building usage including, extraordinary maintenance or repairs, security charges deemed necessary after inspection, and any other fees as per this agreement, within 30 days after the event. The City of Ferndale will provide detail of the charges against the Security Deposit. Any charges in excess of the Security Deposit will be billed to Renter. Failure to make any attempts to pay additional costs will result in denial of future facility booking requests and possible litigation. The amount of the Security Deposit not used for said purposes, will be refunded to Renter within 30 days after the conclusion of the Event.

Initial here _____

TERMINATION/DAMAGES

If at any time, should Renter be found in violation of any of the provisions of this Rental Agreement, the City of Ferndale shall have the option, in its sole discretion to terminate the Agreement and Renter will forfeit all Reservation/Security Deposits previously made to the City and shall remain liable for all rental fees and other expenses including legal fees incurred, whether or not the event actually occurs. Additionally, future events scheduled at facilities operated by the City may be cancelled at the sole discretion of the City.

If Renter leaves personal belongings or items pertaining to event at the Pavilion, the City may charge additional rental time and/or labor and storage costs of such items.



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Renter understands that Renter will be responsible for returning Pavilion to the city in the same condition that it was received by Renter. Facility Manager will inspect for damages and clean-up prior to refunding Security Deposit. Damage to the Pavilion or equipment shall be paid for in full by the person or group signing this Agreement. Renter is responsible for damages to the building, furniture, and equipment caused by the Renter and anyone associated with the Renter.

In addition to anything else provided herein, Renter expressly agrees to pay the City on demand:

- a) Any fine or legal violation, including administrative fees, against Renter during the term of this Agreement, or against the City to the extent arising out of or relating to the renting of the Pavilion to Renter.
- b) All expenses incurred by the City in connection with the collection of monies due the City pursuant to this Agreement or for enforcing any terms or conditions of the Agreement, including all attorney's fees, administrative fees and costs.
- c) All costs of repairing any damage to the Pavilion.
- d) \$50 per hour cleaning fee if the Pavilion is not returned in substantially the same condition in which it was issued.
(Initial here _____)
- e) \$130 per hour charge for any incident that requires the Ferndale City Police to respond to an alcoholic related or other disturbance during your Rental agreement time. This charge is up to the sole discretion of the City.
(Initial here _____)

The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by the City shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in the Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

The City, or its authorized representative, reserves the right to stop and end the Event for any violation of this Agreement, at the City's sole discretion.

ALCOHOLIC BEVERAGES

The Washington State Liquor Control Board (WSLCB) regulates the sale and serving of all alcoholic beverages in the State of Washington. The City of Ferndale is responsible for the administration of those regulations. Alcoholic beverages may be brought into the Pavilion for an event only in strict compliance with the City's rules and regulations and you must fill out the attached Alcohol Use Agreement.

It is the responsibility of the Renter to obey all applicable laws, including but not limited to prohibition of sales to minors and intoxicated persons. All WSLCB laws must be followed while on premise. Any person under the age of 21 will not be served alcohol under any circumstances. Valid identification is required for guests of questionable age. No alcoholic beverages may be taken in or taken out of the premise by guests. All service staff is required by law to refuse service to any guest who appears to be intoxicated. By signing this agreement, Renter acknowledges that the City is not liable for persons consuming alcoholic beverages.

(Initial here _____)

INSURANCE

Renter agrees to obtain and maintain throughout the term of the event, at Renter's sole cost and expense, Liability Insurance. Such insurance must provide limits of not less than \$1,000,000 for each occurrence. The insurer must be acceptable to the City and must be licensed to do business in the State of Washington. Any deductible or self-insured retention must be disclosed and is subject to approval by the City. **The City shall be named as an "Additional Insured" and Renter shall provide with the signed Agreement, copies of the insurance "Certificate of Evidence of Insurance" showing the City as Additional Insured, and shall not be allowed to be canceled, materially changed or allowed to expire before Event date(s) or termination of this contract.**



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SECURITY AND SAFETY

The City of Ferndale authorized representatives, as required, shall have the right to enter the facility at any time during its use by Renter.

The Renter is responsible, and all rules of this agreement apply, to anyone they allow into the Pavilion during their contracted time and dates.

The City of Ferndale reserves the right to limit the number of people entering the Pavilion for safety reasons and crowd and parking control. The maximum number of guests allowed in the room rented has been determined and posted by the Fire Marshall (638). All hallways, entryways, and parking areas are to be clear of obstacles at all times.

Renter, or a guest or other person under the Renter's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the facility.

USE/SET UP/CLEAN UP

Renter will CONDUCT the Event in an orderly manner in full compliance with applicable laws and regulations. Renter or Renter's designated representative must be in attendance at the Event location at all times during the actual Event. Any damage to the Pioneer Pavilion or surrounding property of the City of Ferndale will be the responsibility of the Renter and Renter will be charged for such damage. Renter accepts full responsibility for the conduct of all Event guest.

NO SMOKING: There is a strict no smoking policy for Pioneer Pavilion and the surrounding areas, including vaping/e-cigs. Any damage from smoking will be the responsibility of Renter and Renter will be charged for such damage. (Initial here _____)

CLEANUP: Renter understands that they will be responsible for returning the Pavilion to the City in the same condition that it was received by Renter, except for basic cleanup as described in this paragraph. Basic cleanup provided by the cleaning staff includes mopping floors, cleaning of bathrooms and cleaning of windows. **Renter is responsible for wiping tables and chairs before replacing in storage, sweeping floors and removing all trash and debris, and decorations, (dumpsters are located in the rear of the building outside the roll up door). Kitchen will be clean and returned to original condition including but not limited to coffee makers, fridge, countertops, sinks, etc. Renter will be responsible for any cleaning in excess of basic cleanup.** Failure to complete any of these tasks will result in additional cleaning costs at a rate of \$50/hour. If there are spills on the floor during your event they must be cleaned immediately. ***Do not attempt to mop the floors with water.*** There are cleanup supplies provided (located in the storage room) in the event of small floor spills. All food and beverage debris or spills, decoration supplies, and other trash must be picked up, wiped up, bagged (provided) and removed from the property by the Renter/Contracted Caterer and/or Bartender. The Pavilion, bathrooms, and kitchen, including the grounds must be left in an orderly condition. Failure to complete any of these tasks will result in a charge against the Security Deposit. (Initial here _____)

ITEMS LEFT: The City is not responsible for any items left behind by Renter or its guests, but all attempts will be made to return said items. You can contact the facility manager directly to retrieve or ask about items left behind.

WE RESERVE THE RIGHT: The City of Ferndale reserves the right to make adjustments and changes in any setup arrangements for safety or extra cost requirements. The Renter may not physically alter the existing space.

SHARED SPACE: The Renter understands that the Pavilion is also a private office rental for the Ferndale Chamber of Commerce/Visitor's Information Center and other organizations and that they have access to their offices 24/7 (through main & side entrances). Renter acknowledges that those other organizations may be using their designated offices in the Pavilion during the Event and that there may be public access to those offices during regular office hours. Due to the layout of the Pavilion, normal office sound (phones, doors, people talking etc.) cannot be diminished and are to be expected. Renter also agrees not to enter the offices within the facility for any reason and to not request the use or contents from said occupants (Example: Tape, scissors,



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staplers, extension cords etc.). Any unauthorized entry to these premise offices will be considered trespassing and will result in denial of future facility booking requests and possible litigation. Offices are protected by video surveillance.

PARKING: Parking for event will be in designated parking spaces only. The parking lot for the Senior's Center, east of the Pavilion is not available for your guest's use. Doing so may result in additional charges or towing. Any parking necessary that exceeds the available Pavilion parking lot spaces shall be on street parking or in the parking lot to the south of the Pavilion, past Pioneer Park on the Ferndale Rd. or the ball fields at the end of 2nd Ave.

ENTERTAINMENT: All entertainment, or any form of production, including but not limited to sound, lighting, staging and crew must be approved in advance by the City.

DECORATIONS: The facility manager must approve any special decoration needs. Renter must not affix anything to the walls, floors or ceilings or ceiling beams of the Pavilion. Meaning no staples, tacks, tape (except painter's tape or poster putty) or nails may be used to attached decorations and nothing may be hung from any of the beams. No paint may be applied. No glitter, confetti, birdseed, open *candles or sparklers may be used. Renter may decorate in designated rental area only, permitting they adhere to above guidelines.

- *Candles may be used for centerpieces only but require that the flame be enclosed. No open flame is permitted or free-standing candles, such as candelabras, pillar candles, etc.
- No vehicles, defined as two (2), three (3) or four (4) plus wheels allowed on floor. No skateboards or bicycles.
- No animals other than service animals as allowed by law, unless approved by facility manager.
- No spiked shoes, heels with nails showing, cleats, or other potentially hazardous footwear to the hardwood floors.

(Initial here _____)

SIGNAGE: Any signage (including banners) must be approved in advance by the facility manager with respect to placement, method, and times of placement. Renter shall not use the name, trademark, logo or other proprietary designation of the City of Ferndale in any advertising or promotional materials, without prior written consent of the City. Facility manager reserves the right to remove any unapproved decorations or those not in compliance with this agreement and has the right to end the event if the Renter does not comply.

KITCHEN: The Pavilion houses a catering kitchen. That includes the use of commercial sinks, commercial refrigerator, two (2) 100 cup coffee makers, prep counters and chest freezer. See CLEANING for kitchen facilities.

DELIVERIES: The facility manager will not accept any freight or other delivered items on behalf of the Renter. Items may not be delivered prior to the contracted move-in time on the event date. Any event that requires set up outside of the contracted hours will result in an equal per hour charge to rental cost.

Both parties agree that the Pavilion will be delivered by the City of Ferndale in its "as is" condition. Renter agrees that its taking possession of the facility shall be conclusive evidence to Renter that the Facility space was in the condition agreed upon herein.

HAZARDOUS MATERIAL: Renter shall not cause or permit the storage, use, generation or disposition of any Hazardous Materials (as hereinafter defined) at the Pavilion without the prior written consent of the City. Renter agrees to indemnify, defend and hold harmless the City of Ferndale from all fines, suites, procedures, claims and actions of every kind, and all costs associated therewith (including attorney's and consultants' fees) arising out of or in any way connected with Renter's violation of this provision. Renter's obligations and liabilities under this Section shall survive the expiration or termination of this Agreement. For the purpose of this Agreement, the term "Hazardous Materials" means any explosives, fireworks, radioactive material or other hazardous substances.

(initial here _____)



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ADMISSION & PROMOTION: The Renter is responsible for all reservations and admissions to their Event. The Renter is also responsible for all marketing and promotion of the Event. The City must give final approval to any and all advertising pertaining to public events held at the Pavilion. The address shall be given and shall be listed as Pioneer Pavilion Community Event Center, 2007 Cherry St., Ferndale, WA 98248.

MUSIC: Because the Pavilion is located adjoining a residential area, we ask that the decimal level be kept to a reasonable level of 85 decibels @300 feet from nearest speaker or sound source and that the music end by midnight. Complaints by neighbors may result in music volume reduction and fines may be charged to Renter if Ferndale City Police are required to respond to a noise complaint at Event. (Initial here _____)

LOST KEYS: Renter is responsible for keys and key fob provided for entry to Pavilion. If keys are lost or not returned within one business day of rental, there will be a Lost Key charge of \$100 applied against the Security Deposit. (Initial here _____)

NON-TRANSFERABILITY

Pavilion rentals made to a renter are made exclusively for the Renter. Renter shall not have the right to assign its rights or obligations under this Agreement without prior written consent of the facilities manager. If the Renter relinquishes a date, the date reverts to the City and the scheduling of a new rental date becomes subject to general scheduling availability.

INSPECTION & LIABILITY

The City reserves the right to inspect and control all private and public functions and does not, cannot, and will not assume liability for (1) any personal property or equipment of Renter or Renter’s guests or invitees brought to the property, or (2) any injury to Renter or Renter’s guests or invitees brought to the property.

Accidents must be immediately reported to the facilities manager in writing at the address stated above, within 24 business hours of any event. Renter agrees to immediately deliver to the facilities manager, at the address stated above, every process, pleading or paper relating to any claims or proceedings arising out of any accident involving the Pavilion. The Renter shall not aid any claimant but shall cooperate fully with the City in manners connected with any claims or suits.

CANCELLATION POLICY

A partial or total cancellation of an Event or a change of date of an Event will cause the City to suffer lost revenue and lost revenue potential as other bookings for the Pioneer Pavilion will have been turned away by the City. Therefore, Renter agrees to pay the City damages in the amounts set forth in the schedule below when the following may occur: (1) cancellation of an Event after this Agreement has been signed, or (2) change of Event date(s) after the Agreement has been signed. The City will attempt to work with you to minimize said charges and may do so at their discretion.

Schedule of Damages

Time of Cancellation of Change

180 or more days prior to date of Event
179-60 day prior to date of Event
59-30 days prior to date of Event
29 days or fewer prior to date of Event

Damages Due

Loss of 50% of total Deposit
Loss of 75% of total Deposit
Loss of 90% of total Fee
Loss of 100% of total Fee

NOTICES

Any notice or communication under this Agreement will be effective only if in writing and delivered in person, by overnight courier service, or mailed by registered or certified mail return receipt requested postage prepaid to the addressee’s address on this agreement, or to any other address the addressee may have notified the sender beforehand referring to the Agreement. All notices and communications will be deemed given when delivered in person, overnight courier service, three days after mailing.



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ENTIRE AGREEMENT

This agreement and any duly executed counterparts, amendments, consents and approvals, contain the entire agreement between Renter and the City with respect to the subject matter hereof and supersede all prior oral and written proposal, negotiations, representations, commitments, and other communications between Renter and the City. This agreement may not be released, discharged, changed, modified or amended except by an instrument in writing signed by duly authorized representatives of both parties.

FORCE MAJEURE

This Agreement will terminate without liability to either party if substantial performance of either party's obligation, other than payment or money, is prevented by and unforeseeable cause beyond that's party's reasonable control. Such causes including, but are not limited to, acts of God; regulations or orders of government authorities; fire, flood, explosion, disaster, or civic disorder; any delay in necessary and essential construction or repair of the Pavilion; and lockout, work stoppable, or other restraint of labor, either partial or general, from whatever cause.

GENERAL PROVISIONS

This Agreement shall be construed under and in accordance with the laws of the State of Washington and all obligations of the parties created by this Agreement are performable in Whatcom County. If this Agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to the City of Ferndale that he/she has the authority to bind such entity and that such party will be personally liable for the faithful performance of this contract. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the effective date of this Agreement, and duly executed by the parties hereto.

KEY CHECKOUT

The keys to access the facility are to be obtained from the City of Ferndale, located at 2095 Main Street, Ferndale, WA. Their hours of operation are 9 am to 5 pm and they are closed for all legal holidays.

You must make an appointment to get your key from Toni Segerman at (360) 685-2369 prior to your event. Your key will allow you entry into the facility at the start of your rental agreement and will self-lock at the end. Because this is an electronic system, your key fob will not work until exactly your rental time. If the Event Center is open for other any reason by another party, it does not allow you privilege to enter early. No exceptions.

You will also receive a key to the storage area for access to chairs, tables, garbage cans and cleaning supplies. The vacuum, if needed is in the electrical closet between the bathrooms along with extra supplies.

Keys must be returned to the Toni Segerman at the City Hall offices the first business day after your event unless other arrangements have been made.



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INDEMNIFICATION AGREEMENT

RENTER AGREES THAT AS PART OF THE TERMS OF THIS AGREEMENT, RENTER ON BEHALF OF HIMSELF/HERSELF/ITSELF AND HIS/HER/ITS GUESTS, HEIRS, BENEFICIARIES, EXECUTORS, ADMINISTRATORS, ASSIGNS AND LEGAL REPRESENTATIVES AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF FERDALE AND ITS APPOINTED AND ELECTED OFFICIALS, OFFICERS, REPRESENTATIVES, AUTHORIZED REPRESENTATIVES, EMPLOYEES AND AGENTS FROM ANY AND ALL DAMAGES, LOSS, COSTS, CLAIMS, AND EXPENSE OR LAWSUITS FOR DAMAGES OR LIABILITY, INCLUDING ATTORNEY FEES IN DEFENSE THEREOF FROM PERSONAL OR BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED BY ANY PERSON OR PERSONS ON ACCOUNT OF DAMAGE TO PROPERTY, ARISING OR ALLEGED TO HAVE ARISEN DIRECTLY OR INDIRECTLY OUT OF OR IN CONSEQUENCE OF THE RENTAL OF THE PIONEER PAVILION AS PER THIS AGREEMENT.

USER AGREES BY HIS/HER/IT SIGNATURE ON THE FACE HEREOF THAT HE/SHE/IT HAS READ AND IS AWARE OF THE TERMS AND CONDITIONS CONCERNING THE USE OF THE PAVILION AND ACCEPTS FULL RESPONSIBILITY HEREIN.

Signature by the City of Ferndale or City of Ferndale authorized representatives shall be regarded as acceptance by the City of the above reservation for the Renter's event.

City of Ferndale, Authorized Representative:

Renter:

**Facilities Manager
DBA: City of Ferndale**

Please Print

Authorized Signature

Authorized Signature

Date

Date

Please read, initial where indicated, and sign this rental agreement and all other applicable agreements along with proof of insurance and copy of liquor license, if applicable, and return to Facilities Manager. Email copies are acceptable (please use "read receipt" and expect confirmation within 24 working hours).

FOR OFFICIAL USE ONLY – CITY STAFF ROUTING

POLICE: _____ Approved _____ Denied

Signature: _____ Conditions: _____

PUBLIC WORKS: _____ Approved _____ Denied

Signature: _____ Conditions: _____

ADMINISTRATOR: _____ Approved _____ Denied

Signature: _____ Conditions: _____

CCAB: _____ Approved _____ Denied

Signature: _____ Conditions: _____



**PIONEER PAVILION COMMUNITY CENTER
FACILITY USE AND RENTAL AGREEMENT**

**CITY OF FERNDALE
Pioneer Pavilion
Alcohol Use Agreement**

EVENT INFORMATION (complete all that apply)

Name of Event: _____

Date of Event when alcohol will be served: _____

Hours alcohol will be served: From: _____ am /pm To: _____ am/pm

CONTACT INFORMATION SHALL BE THE SAME AS PAVILION RENTAL AGREEMENT

THE CITY OF FERNDALE WILL PERMIT THE USE OF ALCOHOL ON THE FOLLOWING CONDITIONS:

Renter Agrees to:

1. Obtain a Washington State Liquor Control Board-Banquet Permit or License to Sell, whichever is applicable.
2. Complete and return a copy of this Alcohol Use Agreement and retain a copy for your records.
3. Post the permit in a visible location in the facility during use.
4. Fully comply with, and enforce among everyone present at the facility, all state and local statutes, ordinances and regulation restricting the use of alcohol.
5. Fully comply with and enforce among everyone present at the facility all conditions, restrictions and control requirements contained in the Banquet Permit or License.
6. Abide by all facility policies and regulations
7. Indemnify, defend and save harmless the City of Ferndale and those persons who were, now are, or shall be duly elected, appointed officials, authorized representatives, or members or employees thereof, against and from any loss, damage costs, charge, expense, liability claims, demand or judgments of whatsoever kind of nature, whether due to persons or property arising wholly or partially out of any act, action, neglect, omission or default on the part of anyone present at the Pavilion facility during its use by "Renter" except such injury or damages as shall be brought against the City of Ferndale on account of any act, action, neglect, omission or default on the part of "Renter" or anyone present at the Pavilion facility during his/her/its use thereof. "Renter" hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgements that may be incurred or obtained against the City of Ferndale.

THE CITY OF FERNDALE MAY IMMEDIATELY TERMINATE THIS AGREEMENT AND WITHDRAW PERMISSION FOR ALCOHOL USE IN TH EFACILITY IF ANY OF THESE CONDITIONS ARE NOT MET BY THE RENTER.

Renter

Date

Authorized Representative, City of Ferndale

Date