

City of Port Orchard

ACTIVE CLUB BUILDING

2010 FACILITY USE APPLICATION AND AGREEMENT

The Port Orchard Active Club Building is owned and operated by the City of Port Orchard for community use. Individuals or non-profit organizations may request to use this facility by submitting the following application and agreeing to the terms in the Agreement, attached hereto. Please refer to Municipal Code 2.75.

Name of organization: _____

Type of organization: (Washington nonprofit, Corporation, LLC, etc.) _____

Contact Person*: _____

Address: _____

(not at same address)

Alternate Contact person: _____

Address: _____

(Hereinafter "USER")

Daytime phone: _____

Emergency phone: _____

Day time phone: _____

Emergency phone: _____

Requested Date(s) of use: _____

Time _____ to _____

Time _____ to _____

Room # _____

Include set-up & clean-up

Type of activity: _____

Estimated attendance: _____

*If the organization is a legal entity registered with the Washington Secretary of State (e.g. Washington nonprofit, Corporation, LLC, etc.), the contact person must be a person with signatory authority to sign this Application and Agreement, according to the Bylaws of the entity.

AGREEMENT FOR USE OF ACTIVE CLUB BUILDING

Terms of Use:

1. The User agrees that it has received a copy of the rental fee schedule (exhibit A) and a copy of the Active Club Building (hereinafter "facility") Rules and Regulations (exhibit B). The User agrees that it has read the Active Club Building Rules and Regulations and has reviewed the rental fee schedule, and agrees to all of the terms and conditions therein.

Initials

2. The User agrees that it will provide chaperones, over the age of 18, for all youth activities that User will be sponsoring on or about the premises of the facility. The User further agrees that the City is not engaged in, nor has the City assumed any responsibility for supervision of any kind over any of the User's activities conducted on or about the premises of the facility.

Initials

3. The User agrees that the City is not responsible for, and has not conducted any criminal background checks pursuant to RCW 43.43.830 et seq., on persons who are involved in directing,

PLEASE TURN OVER

chaperoning, or supervising youth activities on behalf of the User; and further agrees to hold the City and its elected officials, employees, and agents harmless and to defend the City against any and all claims, lawsuits, damages, costs, and fees of whatsoever kind that may arise from activities the User sponsors on behalf of youth on or about the premises of the facility.

Initials

4. The User agrees that the City is not responsible for, and has not conducted any criminal background checks pursuant to RCW 43.43.830 et seq., on persons who are involved, on behalf of the User, in directing, chaperoning, or supervising activities involving developmentally disabled persons or vulnerable adults; and further agrees to hold the City and its elected officials, employees, and agents harmless and to defend the City against any and all claims, lawsuits, damages, costs, and fees of whatsoever kind that may arise from activities the User sponsors on behalf of developmentally disabled persons or vulnerable adults on or about the premises of the facility.

Initials

5. The User shall indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the User's use of the facility; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the User; and provided further, that nothing herein shall require the User to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The provisions of the section shall survive the expiration or termination of User's use of the facilities.

Initials

6. The User agrees that the City is not responsible for damage to or theft of items belonging to User that User brings to the facility for its activities, including items that User is allowed to store on the premises of the Active Club Building.

Initials

7. The User agrees that this Application and Agreement is solely for the benefit of the City and the User, and no third parties are entitled to any rights hereunder; nor may User assign its rights, duties and obligations to any third party.

Initials

8. The User agrees that it is solely responsible for possession of the keys to the facility given to User by the City for its activities. User agrees that if it loses or misplaces keys given to it by the City that User will be responsible for the costs involved in re-keying the doors, having sufficient keys made for use and re-issuance to all authorized users by the City, and for any other reasonable costs associated therewith.

Initials

9. The User understands and agrees that it is responsible for compliance with all federal, state and local laws, rules and regulations in regards to activities it conducts or sponsors on or about the premises of the facility. The User understands that the City may not discriminate nor endorse discrimination in the use of its facilities. The User understands and agrees that it will not discriminate against any person on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, marital status, disability, age or other basis prohibited by state or federal law in the conduct of its activities while on or about the premises of the facility.

Initials

10. The User agrees that it will not use the Active Club Building to further the election or defeat of any candidate for public office or to support or oppose any ballot proposition.

Initials

11. The User understands and agrees that use of the facility is permissive by the City, and that misuse of or damage to the facility of any kind will be grounds for the City's termination, whether temporary or permanent, of the User's use of the facility and this Application and Agreement.

Initials

12. The User understands and agrees that this Agreement is the complete expression of the terms of use of the Active Club Building and any oral representations or understandings not incorporated herein are excluded.

Initials

User's Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

PLEASE DO NOT FILL IN THE INFORMATION BELOW THIS LINE

PUBLIC WORKS OFFICE USE ONLY

Application received _____
Date

Application approved _____
Date

Application denied _____
Date

Reason: _____

Signature

Use approved for: Room 1 Room 2 Room 3 Kitchen
Occupancy 100 Occupancy 47 Occupancy 20

Total fees: \$ _____ Receipt #: _____ Deposit: \$ _____

Deposit of \$ _____ returned on (date): _____

TO: _____ shredded on (date): _____

Recipient's Name

Street Address

City State ZIP

EXHIBIT B

Active Club Building Rules and Regulations

A completed application must accompany all building use requests and must be submitted to the Port Orchard Public Works Office prior to the event date. Applicable fees and/or deposit must be made at the time of application.

Cancellation of reservations must be made five working days prior to scheduled date of use. Failure to do so forfeits rental fee and/or deposit.

User groups who use the facility on a regular basis (i.e. daily, weekly, monthly) must re-apply annually. Facility reservations will be valid from January through December.

It shall be the responsibility of the organization and/or the person in charge of the organization to notify the City of any changes pertaining to current contact(s) or scheduling. A new application may be required at the time of such changes.

If a regular user group fails to pick up keys to use the facility for three consecutive scheduled dates, without notifying the Public Works Office, the reservation will be canceled and deposit will be forfeited.

Active Club Building keys must be picked up at the Public Works Office, 216 Prospect Street prior to use and returned immediately after usage. Users scheduled for weekday evenings must pickup keys prior to 4:30 PM the day of use. Weekend users must pick up keys prior to Friday at 4:30 PM.

No group or user is authorized to maintain keys for the building or any individual room. Keys shall not be duplicated.

Adequate supervision and/or chaperons must be provided by the applicant.

No alcoholic beverages are allowed on City property.

The misuse of facilities or non-conformance to rules and regulations may result in denial of future use.

EXHIBIT A

Active Club Building Fees

Continual Use Group Room Rates

Youth Groups

Including but not limited to Girl & Boy Scouts, Campfire Girls, Cub Scouts, youth sports leagues and 4-H.

Free of Charge

Senior Groups

Senior Groups must consist of 51% of the group being 55 years of age or older.

50% Discount

All other regularly scheduled groups

Other groups, organizations or social events scheduled on an on-going basis such as daily, weekly and monthly.

\$4.00/hour

Cleaning Fee ~ all categories

\$75.00
(non-refundable/one-time)

One-time Use Rates

Youth Groups

Free of Charge

Senior Groups

50% Discount

All other one-time users

\$25.00/up to 4 hours
\$50.00/up to 8 hours

Cleaning Deposit ~ all categories

\$75.00 (refundable)