

The Mill contains three (3) distinct meeting spaces and the outdoor plaza available to rent. Please specify which will be reserved:

Entire Mill (occupancy 461)
 Hartford Hall (occupancy 213)

The Sawyers Room (occupancy 200)
 The Stack (occupancy 50)
 Outdoor plaza

Schedule must be confirmed along with any extra services no later than 15 days prior to event.
_____ (initial)

Food Service: Any food service should be provided by a properly insured, licensed, and certified caterer. If a group or individual(s) provide food within a City facility, they assume all responsibility for the preparation, serving and consumption of the same and shall hold the City harmless from any liability arising there from. No kitchen facilities are provided within the Mill.

Entertainment: All entertainment involving acoustic or amplified music outside of the buildings requires permission from the Director, or designee. Indoor events may not include any fog machines or smoke generating devices as it may affect fire suppression systems. The City is also not responsible for any circumstances that occur due to excessive amperage loads placed on the system. Please be advised that any PA systems or DJ systems must be of amperage loads of 20 amps or less per circuit. All entertainment is not a nuisance to surrounding park users as defined by Lake Stevens Police Department and pursuant to LSMC 9.56.040. All entertainment must end by 10:00pm.

Shared Facilities: There are three main rental spaces available within the Mill and the outdoor plaza and if other spaces are rented, your event must not interfere with other users. The restrooms are a shared facility during your event.

Audio-Visual Needs: If your event requires audio/visual needs, you must notify staff 30 days in advance. Additional charges may occur.

Decorations: Decorations, pictures, signs, notices, posters, displays, or exhibits of any type may not be attached to the walls in a manner that would damage the surface in any way such as staples, tacks, nails or tape. Only approved painters' tape or putty may be used. The use of any form of confetti, rice, glitter, bird seed, silly string, sparklers, fireworks of any kind, Chinese lanterns or party favors that leave debris behind is not allowed in or around the facility, including marking on windows. The rental is for the interior space of the specified room rental, decorations on the exterior of the building are not allowed. Any evidence of prohibited decorations or prohibited methods of attachment forfeit all damage deposit and the City may immediately terminate use. No decorations attached to the fans or any part of the fire suppression systems. The area may be decorated for the holidays by the City from Thanksgiving to New Years.

Cleaning: Spaces rented shall be cleaned by the conclusion of the rental. All floors swept and mopped, and all garbage dumped in the dumpster located at City Hall.

Indemnification Requirements: I agree to defend, indemnify and hold harmless the Released Parties from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the Facilities or from any activity, work or thing done, permitted, or suffered by Applicant in or about the Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the Released Parties.

Initial _____

Insurance Requirements: Insurance requirements will be evaluated on a case by case basis and the City may waive this requirement. The applicant shall procure and maintain, for the duration of the use or rental period, insurance against any and all claims for injuries to persons or damage to property which may arise from or in connection with the use of the facility and the activities of the User and his or her or its guests, representatives, employees, and volunteers. For athletic events, the General Liability insurance shall include coverage for “participant liability” with limits of not less than \$1,000,000 per occurrence. The insurance policy shall contain or be endorsed to reflect that the Applicant’s insurance coverage shall be primary insurance in respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the applicant’s insurance and shall not contribute with it. The Certificates of Insurance and additional insured endorsements shall be furnished to the City before use of the facility.

- A. The User’s maintenance of insurance as required by the Facility Use Agreement shall not be construed to limit the liability of the applicant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.
- B. The applicant is required to procure, at its own expense, General Liability insurance at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations, and contractual liability. The City of Lake Stevens shall be named as an additional insured on the User’s General Liability Insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The endorsement shall add “The City of Lake Stevens, its officials, officers, employees, agents, and volunteers” as additional insureds. The General Liability insurance shall be written with limits not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

Third Party Vendors: If utilizing third party vendors, please fill out and return the Third-Party Vendor Form at least 45 days prior to your event or immediately if the date of use is within 45 days. The City reserves the right to reject third party vendors based on previous experience.

Additional requirements are required if alcohol will be served, see **Attachment A**.

Initial _____

I, _____, the undersigned applicant and user, have read and understand the Facility Use Agreement and have accepted responsibility for the terms listed. For, and in consideration of, permission being granted by the City of Lake Stevens for the use by the facility, I agree to be bound by all terms and to comply with all applicable rules, regulations, and directions or instructions of City employees. I understand that the City employee present has the right to immediately terminate the event if he or she determines that a situation is unsafe or presents a risk of harm to the facility. Further, if I sign on behalf of an entity, I affirm that I am authorized to bind that entity.

Applicant: _____ **Date:** _____

IN WITNESS THEREOF, the undersigned has hereunto subscribed its name

Witness: _____ **Date:** _____

This is only permission to use the City of Lake Stevens facility. It in no way replaces any permit required by any other organization or agency.

The City of Lake Stevens shall not discriminate in the use of facilities or programs on the basis of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, handicap, honorably discharged veteran or military status, status as a mother breastfeeding her child, or the use of a trained dog guide or service animal by a person with a disability. In addition, neither the City nor a third party receiving a lease or permit from the City shall discriminate on the basis of sex in the operation, conduct, or administration of community athletic programs. Persons having questions or wishing to file a complaint regarding this policy may contact the City’s Human Resource Director. Persons requiring a reasonable accommodation for a disability may contact the City’s Human Resources Director. For more information, please contact 425.622.9400.

Attachment A

Will you be serving alcohol? NO YES

- **I am aware that to serve alcohol at rental events I must have a Washington State Banquet Permit or Special Occasion License, and have it prominently displayed in the rental facility.**
- **I am aware that I will be required to obtain special event insurance if serving alcohol at the rental event.**
- **I am aware that alcohol is strictly limited to beer, wine and/or champagne, and that service of hard alcohol (over 15%) will result in immediate termination of the event with no refund.**

Failure to fully disclose all information or providing false information will result in the forfeiture of all fees and cancellation of event.

Appropriate License: The event must secure a Banquet Permit or Special Occasion License (as appropriate for the event) from the Washington State Liquor and Cannabis Board at least 15 business days prior to the date of use. The User is solely responsible for strictly complying with all requirements of such permits and all federal, state, and local laws, rules, regulations, health codes, and ordinances applicable to the service of alcohol at the facility. The User is solely responsible for ensuring that only persons who are of legal age are permitted to consume alcohol at the facility. The City of Lake Stevens is not responsible for the supervision or monitoring of the activity taking place at the facility and any City employee on site is solely present as a facility monitor. However, if a City employee observes any of the conditions of this Facility Use Agreement or state liquor laws or regulations being violated, the City may immediately terminate the event and may request that local law enforcement respond.

AT PRIVATE EVENTS, ONLY BEER, WINE, CIDER AND CHAMPAGNE ARE ALLOWED. USE OR POSSESSION OF HARD LIQUOR (IE: ANY LIQUOR EXCEEDING 15% ALCOHOL BY VOLUME) WILL RESULT IN IMMEDIATE TERMINATION OF THE EVENT. ON THE DAY OF THE EVENT, THE LICENSE MUST BE PRESENT AND DISPLAYED WHERE ALCOHOL IS BEING SERVED.

Additional Insurance Requirements: The User shall additionally procure and maintain, for the duration of the use or rental period, Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The City is to be named as an additional insured on the Liquor Liability insurance policy using the same additional insured language identified above. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the facility with the prior written approval of the Director.

I, _____, understand the additional alcohol requirements listed above and agree to the above terms.

Please read and initial:

___ I have read the City of Lake Stevens Facility Use Application and Facility Use Policy and agree to abide by all policies.

___ I am aware I must not arrive earlier than my rental time noted on my Facility Application, unless directed by the City's designee.

___ I am aware that I am responsible for the set-up and clean-up, and I have reserved sufficient time for these tasks to be completed within my rental time.

___ I am aware I must inform all third-party vendors of all City of Lake Stevens policies and procedures and that they must abide by these during my event.

___ I am aware that I am responsible for my group and all guests, including children. Guests must stay within the rental space, and children will be accompanied by an adult at all times.

___ I understand that all requests are on a first-come, first-served basis, and no date will be held until the Facility Use Application and fees have been collected.

___ I understand that all fees must be paid on or before the due dates, or there is a risk of losing the rental space(s).

___ I understand and will abide by the clean-up guidelines as defined during check in and as listed on the post-event checklist. My clean-up will start at least 30 minutes before the end of my rental time.

___ I am aware I must not exceed the rental end time indicated on my Facility Application. I agree to vacate The Mill and/or outdoor plaza at the time indicated on this application. If the renter stays past the time on the application, the renter will automatically lose the damage deposit(s). If the renter stays past the time on the application for the outdoor plaza, an additional daily rate of \$75 will be charged.

___ I agree to obey the rules regarding the serving of alcohol as set forth in the Facility Use Application. The City of Lake Stevens staff reserves the right to contact the Lake Stevens Police Department if we do not obey these rules. Unauthorized alcohol automatically forfeits renter's damage deposit(s) and rental fees.

___ The City of Lake Stevens reserves the right to change the rules and regulations as stated herein without prior notice.