

SPECIAL EVENT FACILITY USE AGREEMENT



Date: _____

Facility Location/Area Requested: _____

Applicant/Sponsoring Organization: _____

Name

Address

City

State

Zip Code

Contact Person

Telephone Number

Purpose of Event: _____

Activities (Be Specific) _____

Dates: _____ Time: _____ to _____

Anticipated Attendance: _____

General Public: ☐ Yes ☐ No Alcohol on Premises? ☐ Yes ☐ No Will you be using a caterer?

☐ Yes ☐ No If so, Caterer Name: _____

Will you be using a Bounce House? ☐ Yes ☐ No

Security: ☐ Yes ☐ No

Admission Charges: ☐ Yes ☐ No

Fundraiser: ☐ Yes ☐ No

Special Requests: _____

FEES - CHECK ALL THAT APPLY

_____ **\$50** Non-Refundable Reservation Fee _____ **\$80** 0 - 2 Hour Rental _____ **\$155** 2 - 4 Hour Rental

_____ **\$50** Kitchen Fee _____ **\$235** 4 - 6 Hour Rental _____ **\$310** 6 - 8 Hour Rental

_____ **\$100** Serving Alcohol _____ **\$300** Damage/Cleaning Deposit

TERMS & CONDITIONS

DAMAGE TO FACILITY OR EQUIPMENT

The Applicant shall be responsible for any damage or loss to equipment or property. Any person, group, or Applicant causing damage, loss, or extensive cleanup, shall be required to pay any costs. The premises and facilities used must be restored to the condition in which found.

DAMAGE AND CLEANING

Actual labor costs for cleanup, replacement, or repair costs for equipment, furnishings or property shall be assessed and Mason County shall seek restitution from the Applicant.

INSURANCE REQUIREMENTS

The Applicant shall procure and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the event. Facilities use shall not commence until evidence of all required insurance is provided and approved by the County. Upon request, the Applicant shall forward to the County the original policy, or endorsement obtained, to the Applicant's policy currently in force. The Applicant's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance, signed by the insurance agent for the Applicant and returned to Mason County Risk Management. The insurance policy will not be canceled, materially changed, or altered without thirty (30) days prior notice submitted to Mason County Risk Management. The policy shall be endorsed, and the certificate shall reflect that the insurance afforded therein shall be primary insurance, any insurance or self-insurance carried by the County shall be excess and not contributory insurance to that provided by the Applicant and the certificate shall reflect that the County is an additional named insured on the Applicant's general liability policy with respect to the activities of the event. Failure of the Applicant to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach and cause for immediate termination of the event at the County's discretion. Providing coverage in the amounts listed shall not be construed to relieve the Applicant from liability in excess of such amounts.

REQUIRED COVERAGE: The insurance shall provide the minimum coverage as set forth below:

1. **GENERAL LIABILITY INSURANCE:** The Applicant shall have General Liability with limits of \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate, which includes products, completed operation, personal injury, fire damage and medical expense.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that Mason County, its officers, agents, volunteers, and employees will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.

CONDUCT OF PERSONS

The Applicant shall be responsible for the orderly conduct of all persons using the premises by its invitation, whether expressed or implied, during all times covered by the facility use agreement issued by the Director of Parks and Recreation.

DEFENSE AND INDEMNIFICATION

To the fullest extent permitted by law, the Applicant agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents, and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Applicant, its employees, agents, or volunteers or Applicant's subcontractors and their employees, agents, or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance

of this Agreement; or 3) are based upon the Applicant's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Applicant shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County. This indemnification obligation of the Applicant shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Applicant hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Applicant are a material inducement to County to enter into this Agreement, are reflected in the Applicant's compensation, and have been mutually negotiated by the parties.

Applicant's initials acknowledging indemnity terms: _____

Participation by County – No Waiver. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Applicant's indemnity obligations under this Agreement.

Survival of Applicant's Indemnity Obligations. The Applicant agrees all Applicant's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

I have read the Mason County Rules and Regulations for the Use of Mason County facilities and premises, and know the contents thereof. By signing this document, I personally, or on behalf of the organization I am authorized to represent, bind the organization or myself to the terms and conditions set forth therein.

Applicant:

County:

Print Name

Risk Manager Approved – Insurance

Signature

Facilities Manager

Named Insured (if different):

Print Name

Signature