



Marysville Opera House

1225 Third Street - Marysville WA

Phone: 360-363-8400

DAY/DATE OF USE _____

PERMIT # _____

FACILITY USE INFORMATION TODAY'S DATE _____

NAME/COMPANY/ORGANIZATION _____

MAIN CONTACT _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE day _____ eve _____

FUNCTION DESCRIPTION _____ EMAIL ADDRESS _____

CONTACT FOR PAYMENT: NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE _____ EMAIL _____

EVENT INFORMATION: Date: _____ Day: _____

EVENT TYPE: _____ EVENT NAME: _____

EXPECTED ATTENDANCE: _____ (include children and staff)

Anticipated Schedule:

Set-up Start Time _____ AM/PM Event Start Time _____ AM/PM

Event End Time _____ AM/PM Rental/Clean-up End Time _____ AM/PM

Schedule must be confirmed along with any extra services no later than 45 days prior to event.

X _____ (initial)

For Administrative Use Only:

RENTAL FEES\$ _____ DEPOSIT FEES\$ _____

NON-REFUNDABLE DOWN PAYMENT RECEIVED (date) _____ \$ _____ PAYMENT TYPE _____

ADDITIONAL PAYMENT RECEIVED (date) _____ \$ _____ PAYMENT TYPE _____

ADDITIONAL PAYMENT RECEIVED (date) _____ \$ _____ PAYMENT TYPE _____

ADDITIONAL PAYMENT RECEIVED (date) _____ \$ _____ PAYMENT TYPE _____

ADDITIONAL PAYMENT RECEIVED (date) _____ \$ _____ PAYMENT TYPE _____

NO ALCOHOL ALCOHOL (BEER, WINE AND CHAMPAGNE ONLY)

BANQUET PERMIT RECEIVED (date) _____ PROOF OF EVENT INSURANCE RECEIVED (date) _____

FACILITY USE AGREEMENT

- 1. Rental Policy Statement:** Rental facilities within the City of Marysville Parks system are provided for public use. The Marysville Parks & Recreation Advisory Board has mandated that all facilities be self-supporting. The terms and conditions of this Facility Use Agreement and the rental fees have been set in order to protect and maintain the facilities. The City of Marysville (the “City”) does not discriminate against any participant, client, or user of any services because 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, and fully complies with the Americans with Disabilities Act (“ADA”).
- 2. Reservations:** Rentals are offered on a first come first serve basis with a maximum of two-year advance reservations. Reservations are only accepted with a non-refundable reservation fee due at the time of booking (\$200 for weekday rentals and \$400 for weekend/holiday rentals). Full payment is due 90 days prior to the date of use. Rentals must be reserved a minimum 14 days prior to the date needed and more lead-time is needed if alcohol will be served. For rentals made less than 90 days prior to the date of use, full payment of all reservation fees are due immediately and will be non-refundable.
- 3. Cancellations:** The person or entity executing this Facility Use Agreement (the “User”) may cancel the rental by providing written notice to the City. If the User cancels a rental more than 90 days prior to the date of use, the City will return all payments made, less the non-refundable reservation fee. If the User cancels a rental 90 days or fewer prior to the date of use, or fails to obtain any required permit or insurance by the date required, the City will retain all payments made. Only the damage deposit will be refunded. In no circumstance may a reservation or a rental be assigned or sublet without the written consent of the Parks, Culture & Recreation Director (the “Director”).
- 4. Rental Time:** The time frame of the rental includes the time of the event and the additional time needed for set-up and clean-up including set-up and take down of tables and chairs, and must be confirmed no later than 45 days prior to the event.
- 5. Check-In/Check-Out:** The User must check in with City staff prior to use and must perform a walkthrough to become familiar with the facility. The User accepts the condition of the facility upon taking possession and recognizes that the facility is historic in nature and was constructed prior to ADA standards. The User must check out with City staff at the conclusion of use and must perform a walkthrough once cleaning is substantially completed to identify any necessary additional cleaning or damage to the facility. The User is responsible for returning the facility to its pre-event condition (excepting normal wear and tear) including removing all items. A City employee will be present during the event to allow access to and to close the facility.
- 6. Decorations:** Decorations, pictures, signs, notices, posters, displays, or exhibits of any type may not be attached, stapled, nailed, or taped to the exterior surfaces of the building or interior surfaces other than the interior walls. Concerning interior walls only approved mounting putty or painters tape may be used to attach decorations, pictures, signs, notices, posters, displays, or exhibits. The use of any form of confetti, rice, glitter, bird seed, silly string, sparklers, Chinese lanterns or party favors (or confetti-like items) in or around the facility is strictly prohibited. Helium balloons and/or open flames (including candles) are prohibited. Any evidence of prohibited decorations or prohibited methods of attachment forfeit all damage deposits and the City may immediately terminate the use. The Marysville Opera House will have holiday decorations up between the weeks of Thanksgiving and New Years. Existing decorations, pictures, signs, and displays owned by the City of Marysville may not be removed or altered.
- 7. 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 past experience.

X _____ (initial)

8. 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. Kitchen facilities are for distribution only. Cooking equipment, frypans, fryers etc. are prohibited. Facilities are not a commissary and should be used for warming or assembly only. Sternos and other warming devices utilizing open flames are prohibited.

9. Entertainment: All entertainment involving acoustic or amplified music outside of the buildings requires permission from the Director, or designee. Indoor presentations cannot include any fog machines or smoke generating devices as they may affect fire alarm 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 normal amperage loads of 15 amps or less per circuit. All entertainment must end no later than 10:00pm.

10. Cleaning: Removal of decorations and surface cleaning is the responsibility of the User and must be done immediately at the conclusion of use. Clean up must be incorporated within the rental time frame and any additional clean-up costs are borne by the User. Surface cleaning includes sweeping, mopping, vacuuming, wiping, garbage and recycling. No items, including those rented by a third-party vendor, may be left behind past the rental period. The cost of removal of any such items will be withheld from the damage deposit or charged to the undersigned user.

11. Refundable Damage Deposit: A refundable damage deposit is required 90 days before the date of use, or immediately if the date of use is within 90 days, in the following amounts:

Rental Without Alcohol	\$250.00	Rental With Alcohol	\$500.00
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12. Return of Damage Deposits: The Damage deposit is intended to guarantee that the User will abide by the terms of the Facility Use Agreement. The Damage deposit may be withheld, partially or in full, for going over the rental hours, being over capacity, failing to comply with applicable rules or laws, damage to the facility, or inadequate cleaning. Any portion of the damage deposit to be returned will be returned to the Users' designated contact for payment as soon as possible, usually within 15 business days, by check mailed to the user's listed address. If the user cancels an event, the damage deposit will be returned.

13. General Prohibitions: Animals are not allowed without the written consent of the Director or designee. Smoking and vaping are not allowed inside City parks or City facilities. Alcohol is not allowed in the facility without the written consent of the Director or designee and compliance with the terms provided below. Even if alcohol is permitted, no open containers or consumption may occur outside of the facility with the exception of the bridal cottage and fenced courtyard. The facility may not be used for any lewd conduct, gambling, or illegal activity. The User shall comply with all state laws, City ordinances (including collection and remittance of admissions tax), and rules of the Director applicable to the use of the facility.

14. Liability: The User assumes full financial responsibility for all damages (beyond normal wear and tear) that occur during or as a result of the use of the facility. This includes, specifically, all breakage or damage done to furniture, facility decorations, appliances, kitchen equipment, the buildings, or utilities. Any damage to the facility or necessary clean-up forfeits the damage deposit and may incur additional charges. The User understands that the City shall not be responsible for accidents, injury, or loss of personal property.

15. Indemnity: The User shall defend, indemnify, and hold harmless the City, its officials, officers, employees, agents, and volunteers from and against any and all claims, suits, actions, or liabilities, including attorney fees, for injury or death of any person or for loss or damage to property which arises out of the use of the facility or from any activity, work, or thing done, permitted, or suffered by the User in or about the facility, except for injuries and damages caused by the sole negligence of the City. X _____ (initial)

X _____ (initial)

16. Insurance Requirements: The User shall procure and maintain, for the duration of the use or rental period, insurance against 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.

- A. The User's maintenance of insurance as required by the Facility Use Agreement shall not be construed to limit the liability of the User 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 User 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 Marysville 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 Marysville, 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.
- C. The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the User's insurance and shall not contribute with it.
- D. If the User maintains higher insurance limits than the minimums required, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this Facility Use Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the User.
- E. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- F. The User shall provide a certificate of insurance evidencing the required insurance 15 business days prior to the date of use.

17. Alcohol

Will you be serving alcohol? Yes No

- 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 liquor liability/host liquor liability insurance as appropriate 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 the event.

X _____ (initial)

Alcohol: If the Director or designee consents to alcohol being served in the facility, the User must comply with the following:

Appropriate License/Permit. 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 Marysville 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.

BEER, WINE, CIDER AND CHAMPAGNE ONLY. 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.

X _____ (initial)

Liquor Insurance Requirements: In addition to the insurance requirements above, the User shall procure and maintain, for the duration of the use or rental period, a Liquor Liability endorsement or policy. The City must be named as an additional insured on the Liquor Liability insurance policy using the same additional insured language identified above. Host liquor liability coverage naming the City as an additional insured may be substituted when alcohol is consumed and not sold at the facility with the prior written approval of the Director.

X _____ (initial)

I, the undersigned User, have read and understand this Facility Use Agreement and have accepted responsibility for the terms listed. For, and in consideration of, permission being granted by the City of Marysville for the use by the facility, I agree to be bound by all terms and to comply at all times 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.

IN WITNESS THEREOF, the undersigned has hereunto subscribed its name

X _____ X _____
Signature **Date**

This is only permission to use the City of Marysville Parks, Culture & Recreation Department facility. It in no way replaces any permit required by any other organization or agency.

The City of Marysville shall not discriminate in the use of City Park, Culture, & Recreation 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 Director of Parks, Culture, & Recreation. Persons requiring a reasonable accommodation for a disability may contact the City's Human Resources Manager. For more information, please contact 360-363-8400 (main Parks, Culture & Recreation Department office telephone number).

Marysville Opera House

Physical Address: 1225 Third Street – Marysville WA 98270

Mailing Address: 6915 Armar Road – Marysville WA 98270

Email: Jshafer@marysvillewa.gov

Phone: 360-363-8400

x _____ (initial)