

CITY OF SNOHOMISH CARNEGIE
FACILITY USE AGREEMENT

Snohomish Carnegie
105 Cedar Avenue
Snohomish, WA 98290

*Established as the Snohomish Carnegie Library in 1910,
this property is registered with the Washington State and
National Register of Historic Places.*

Rental Policy Statement:

Rental facilities within the City of Snohomish are provided for use by the public. The terms and conditions of the Facility Use Agreement, Facility Checklist, Alcohol Use Policy and the rental fees have been set to protect and maintain the facility. The City of Snohomish 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, genetic information or disability and fully complies with the Americans with Disabilities Act (ADA). Persons having questions or wishing to file a complaint regarding this policy may contact the City's Human Resources Manager. Persons requiring a reasonable accommodation for a disability may contact the City's Human Resources Manager.

Reservations for the Snohomish Carnegie Building

Reservations are offered on a first come, first served basis with a maximum of one-year advanced reservation. Rentals must be reserved a minimum of 90 days before the start of the proposed event.

Exceptions

- For reservations requested 21 days or less before the proposed event date, the City will consider "last minute" reservations based on the size and nature of the event and staff availability for scheduling and coordination. Exceptions may be made at the discretion of City staff at the applicable daily or hourly rate. Payment is due in full at the time of reservation and no refunds are available, including rental payments or deposits and damage, cleaning, or key deposits.

Payment

Non-refundable rental deposit (half of the hourly rental amount) is due within fifteen (15) days of the invoice date. Full payment for rental, fees, and refundable cleaning/damage/keycard deposit is due a minimum of 45 days prior to event reservation date.

Permits, Licenses, Insurance

All required permits, licenses and insurance must be provided to the City of Snohomish a minimum of 15 days prior to the event date. Failure to provide documentation will cancel the event and forfeiture of all payments, except cleaning/damage/keycard deposit.

Rates, Fees, and Deposits

Hourly rates, fees and deposits are as currently adopted by resolution and attached to this document.

Snohomish Carnegie Building availability and hours

The Snohomish Carnegie Building is available for rental Monday through Saturday from 8:00 a.m. to 10:00 p.m., Sunday and select holidays from 10:00 a.m. to 10:00 p.m.

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The City of Snohomish reserves the right to not make the Snohomish Carnegie Building available for rental on select holidays.

The time frame of the rental includes the duration of the event and must include any time needed for set-up and clean-up. These times will be confirmed at the time of the invoice. Any changes to start and stop times must be requested no less than 15 days before the event and will be approved based on facility and staff availability to accommodate the change.

Assigning or subletting

Under no circumstances will the reservation or rental be reassigned or sublet without prior approval by City staff.

Cancellations for the Snohomish Carnegie

The reservation holder executing the Facility Use Agreement may cancel the reservation by providing written notice to the City of Snohomish (email is acceptable: info@snohomishwa.gov).

- If the reservation is cancelled more than 45 days before the date of use, the city will return all payments made, except the non-refundable reservation fee (equal to one half of the total hourly rental amount invoiced).
- If the reservation is cancelled 45 days or less before the reservation date, the city will return only The refundable damage/cleaning/key card deposit.
- In the event full payment is not received 45 days prior to the event, the City is authorized to cancel the event, all payments, fees and deposits already received will be forfeited, except the damage/cleaning/keycard deposit.
- If the reservation holder fails to submit any required permit, license or insurance, at least 15 days before the reservation date, the city is authorized to cancel the event and return only the refundable damage/cleaning/keycard deposit.
- The City of Snohomish reserves the right to cancel any event regardless of reservation date due to exigent or significant events as determined by the City, including but not limited to inclement weather, power outage, pandemic, facility condition, disaster declaration, or flooding. Cancellations made by the city due to exigent or significant circumstances may be refundable.
- The City of Snohomish reserves the right to cancel any event, even if already in progress, due to failure by the reservation holder to adhere to the Facility Use Agreement, Facility Checklist and/or Alcohol Use Policy. The city will retain all payments, fees and deposits made including the damage/cleaning/keycard deposit.
- Failure to fully disclose all information or providing false information will result in the cancellation or termination of event if already in progress. The city will retain all payments, fees and deposits made including the damage/cleaning/keycard deposit.
- Failure to complete all end of event cleaning/closing tasks, damage to the premise, or return of the keycard will result in forfeiture of the damage/cleaning/keycard deposit and generate additional fees to restore premise to pre-event condition.

Check-in/Check-out

The reservation holder or designee must either check in with City staff or arrange to pick up a keycard. The reservation holder or designee accepts the condition of the facility upon taking possession. The reservation holder or designee is responsible for following the cleaning and closing checklist, which will be verified by City staff. The reservation holder or designee is responsible for returning the facility to its pre-event condition (excepting normal wear and tear) including removing all items. Failure to follow the

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cleaning/closing checklist or return the keycard will result in forfeiture of the damage/cleaning/keycard deposit.

The reservation holder or any member of their event may not arrive prior to or stay past the scheduled time on the Facility Checklist, the reservation holder will automatically forfeit the damage/cleaning/keycard deposit.

Recurring Rentals

Reservation holders requesting recurring rentals or reduced fees, beyond what is identified in the fee schedule, must enter into a written agreement with the City and must clearly demonstrate the community benefit to reasonably compensate the City for the Snohomish Carnegie Building use in this manner.

Prohibited

Smoking/Vaping (as defined by RCW 70.160.075): Smoking is prohibited within a presumptively reasonable minimum distance of twenty-five feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited to ensure that tobacco smoke does not enter the area through entrances, exits, open windows, or other means.

Motorized or Non-Motorized Vehicles: No motorized or non-motorized vehicles, bicycles, skateboards, roller-skates/blades, or hover boards are allowed inside the facility, on the grass, or the patio.

Firearms and Explosives (Per RCW 9.41.300): No firearms or explosives, including fireworks, are allowed.

Charcoal and/or gas grills: Charcoal and gas grills are not allowed without written approval by city staff.

Open Flame or fire: No candles and other open flames, including fire pits, lighting and burning of incense, are allowed anywhere in the building or on the grounds of the Snohomish Carnegie Building.

Animals: Animals are not permitted in the Snohomish Carnegie Building at any time except for service animals or at the discretion of City staff under limited circumstances.

Restroom use is for guests of the reservation holder only.

Alcohol, Drugs and Intoxication: The possession and/or consumption of alcohol is only permitted in the Snohomish Carnegie Building at designated event occasions where an alcohol permit has been obtained and all Washington state alcohol regulations and laws must be followed. In the case where alcohol is approved for an event, alcoholic beverages are not to be removed from the designated event area. No person shall use, possess, or distribute drugs and other non-alcohol-controlled substances of any type in the Snohomish Carnegie Building patio, parking area and/or lawn, including marijuana and marijuana extracts.

Blocking Pathways: At no time may doors, fire exits, elevators, hallways, or foot traffic be blocked by individuals, an event or event setup. All event setups must observe fire code and comply with the American Disabilities Act.

Personal and Unattended Property – The City is not responsible for lost, stolen, or damaged personal property belonging to users of the facility. Unattended bags, packages and personal items present security risks and are subject to confiscation.

Electrical Equipment: Electrical equipment connection to facility electrical outlets must comply with City fire code regulations and Occupational Safety and Health Administration (OSHA) safety regulations. Use of

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power strips and extension cords must be plugged into an appropriate outlet and are not permitted in a “daisy-chain” manner.

Camping & Sleeping: Camping and excessive sleeping in the Carnegie building or on the grounds are prohibited. For purposes of this policy, “camping” includes sleeping for an extended period of time (not including incidental napping of 60-minutes or less), sleeping on the floor, or sprawling out with one’s belongings; use of bedrolls, blankets and other such covering; storing personal belongings; and other similar behavior that amounts to using the seating or space as a temporary shelter or living quarters.

Bicycles & Other Wheeled Recreational Devices: Parking, riding, or walking of bicycles; use of skates, skateboards or scooters and other devices not approved under the Americans with Disabilities Act are not permitted inside the Carnegie Building nor on the Carnegie patio or lawn.

Failure to comply with any of these provisions will result in possible termination of event and forfeiture of all payments, fees, and deposits.

Decorations

Decorations, pictures, signs, notices, posters, displays, or exhibits of any type may not be attached to the walls in any manner that would damage the surface in any way such as staples, tacks, pins, nails, tape (painters, masking, duct, electrician, gaffers, plumbing etc.), adhesive gum, or temporary adhesive strips. No marking on the windows will be allowed. The use of any form of confetti, rice, glitter, bird seed, silly string, sparklers, and fireworks of any kind, lanterns (including paper) or party favors that leave debris behind is not allowed in or around the facility. Helium balloons are not allowed. No decorations may be attached to fans, light fixtures, or wood.

Outdoor/patio/lawn area decorations: Decorations, pictures, signs, notices, posters, displays, or exhibits of any type may not be attached to the exterior walls in a manner that would damage the surface in any way such as staples, tacks, pins, nails, tape, adhesive gum, or temporary adhesive strips. Light decorative items may be wrapped around the trees, and handrails, only in a manner as to not obstruct public health and safety. The City reserves the right to remove any decorations it deems hazardous to public health or safety without notice.

The area may be decorated by the City and installed decorations may not be removed, altered, or adjusted in any manner. Any evidence of prohibited decorations or prohibited methods of attachment forfeits the damage/cleaning/keycard deposit and the City may immediately terminate use.

Cleaning

The cleaning and closing checklist must be completed by the conclusion of the agreed upon rental period.

- Deposit all bagged garbage in dumpster provided behind the building incl. bathrooms (Additional garbage bags, cleaning supplies, paper towels are under the sink)
- Deposit all recycling products in the containers provided behind the building
- Clean and wipe down all counters, microwave and refrigerator, including sink
- Remove all decorations, flowers, stands, and displays
- Remove all leftover food and beverages from event
- Sweep/dry mop floors
- Lock doors and leave keycard in the kitchenette or utility payment box at City Hall (116 Union Ave)

The reservation holder will forfeit the damage/cleaning/keycard deposit if the closing checklist is not completed or not completed by the end of the reservation period.

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Third Party Vendors

If utilizing third party vendors that will be located inside the Snohomish Carnegie Building, the reservation holder must provide a list to the City at least 15 days prior to the event. The City reserves the right to reject third party vendors for any reason.

Insurance Requirements

The reservation holder shall procure and maintain, for the duration of the 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 reservation holder and their guests, representatives, employees, and volunteers.

Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be an excess of the reservation holder's insurance and shall not contribute to it. The Certificates of Insurance and additional insured endorsements shall be furnished to the city a minimum of 15 days prior to the scheduled date of use.

The City of Snohomish may choose to review and evaluate Insurance requirements on a case-by-case basis and the City may choose to modify the amount of insurance required or waive this requirement.

The reservation holder's maintenance of insurance as required by the Facility Use Agreement shall not be construed to limit the liability of the reservation holder to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or inequity.

Initial _____ Initial _____

The reservation holder is required to procure, at their own expense, General Liability Insurance covering premises, operations, products-completed operations, and contractual liability. The City of Snohomish shall be named as an additional insured on the reservation holder'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 Snohomish, 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 aggregate.

Initial _____ Initial _____

Indemnification Requirements

I shall defend, indemnify and hold harmless the City of Snohomish, its officials, agents, employees, and volunteers, from and against any and all claims, suits, actions, or liabilities for injury or death of any person or persons, 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 reservation holder in or about the facility, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Snohomish.

Initial _____ Initial _____

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Read and Initial:

_____ I have read the City of Snohomish Facility Use Agreement and Alcohol Use Policy (if applicable) and agree to abide by all requirements and policies.

_____ I am aware I must not arrive earlier than my rental time as noted on the Facility Checklist, 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 Snohomish policies and procedures and that they must abide by these during the event.

_____ I understand that all fees must be paid on or before the due dates, or there is a risk of the reservation being cancelled.

_____ I understand that proof of all required licenses, permits, and insurance must be provided to the City a minimum of 15 days prior to the reservation date.

_____ I understand and will abide by the clean-up guidelines as listed on this agreement and the Event Closing checklist.

_____ I am aware I must not exceed the rental end time indicated on the Facility Checklist, failure to vacate the premises will result in forfeiture of the damage/cleaning/keycard deposit.

_____ I agree to obey all rules and regulations regarding the serving of alcohol as set forth in the Alcohol Use Policy and applicable liquor licenses or permits. Unauthorized alcohol automatically forfeits the reservation holder's damage/cleaning/keycard deposit.

_____ The City of Snohomish reserves the right to change the rules and regulations as stated herein without prior notice.

I 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 Snohomish for the use of 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 any City employee present has the right to immediately terminate the event if the City employee 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 organization or entity.

Printed Name: _____ Date: _____

Signature: _____

Printed Name: _____ Date: _____

Signature: _____

Printed Name: _____ Date: _____

Staff Signature: _____