

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 public. The terms and conditions of the Facility Use Application, Facility 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 is due within fifteen (15) days after the reservation date is confirmed. Full payment for rental and refundable damage deposit is due at least 45 days prior to event reservation date.

**Permits, Licenses, Insurance**

All permits, licenses or insurance must be provided to the City of Snohomish a minimum of 15 days prior to the event date.

**Hours, Rates and Fees**

Hourly rates, and fees 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 the additional time needed for set-up and clean-up. These will be confirmed at the time of payment of non-refundable rental deposit. Any changes to start and stop times must be requested no later 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](mailto:info@snohomishwa.gov)). If the reservation is cancelled more than 45 days before the date of use, the city will return all payments made, minus the non-refundable reservation fee. If the reservation holder cancels the reservation less than 45 days before the date of use or fails to obtain any required permit, license or insurance by the date required, the city will retain all payments made. Only the damage deposit will be refunded.

The City of Snohomish reserves the right to cancel any event regardless of reservation date of use due to exigent or significant events outside the control of 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.

In the event payment is not received 45 days prior to the event or the City receives no response from the reservation holder, the City is authorized to cancel the event, all payments, fees and deposits will be forfeited.

The City of Snohomish reserves the right to cancel any event due to failure by the reservation holder to adhere to the Facility Use Agreement, lack of timely payment, or failure to provide adequate information and documentation for the event. Failure to fully disclose all information or providing false information will result in the forfeiture of all payments, fees and deposits and the cancellation or termination of event if already in progress. The city will retain all payments, fees and deposits made including the damage deposit.

**Check-in/Check-out**

The reservation holder or designee must check in with City staff prior to the event and must perform a walkthrough to become familiar with the facility. The reservation holder or designee accepts the condition of the facility upon taking possession. The reservation holder or designee must check out with City staff at the conclusion of the event and must perform a walkthrough once cleaning is substantially completed to identify any necessary additional cleaning or damage to the facility. If staff is not available, the reservation holder or designee is responsible to follow 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.

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The reservation holder may not arrive prior to the scheduled rental time as noted in the Facility Use Request. Should the reservation holder or any member of their event stay past the time on the Facility Use Request, the reservation holder will automatically forfeit the damage 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 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.

**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, nails, tape, adhesive gum, or temporary adhesive strips. 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 including marking on windows. No decorations may be attached to fans, light fixtures or wood. Any evidence of prohibited decorations or prohibited methods of attachment forfeit all damage deposits and the City may immediately terminate use. The area may be decorated by the City and installed decorations may not be removed, altered, or adjusted in any manner.

**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, 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.

**Cleaning**

Spaces rented shall be cleaned by the conclusion of the agreed upon rental period. Garbage and recycle materials, must be collected and deposited into the dumpster located at the end of the parking area, including from the bathrooms and kitchenette. It is the responsibility of the reservation holder to replace garbage bags in receptacles. All floors must be cleaned of any debris at the conclusion of the rental period. All tables and counters, including the sink and refrigerator must be wiped down prior to conclusion of the rental period. A checklist will be provided by City staff to the reservation holder that must be completed at the conclusion of the rental period.

**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 30 days prior to the event. The City reserves the right to reject third party vendors for any reason.

**Insurance Requirements**

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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.

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 reservation holder'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 reservation holder's insurance and shall not contribute with it. The Certificates of Insurance and additional insured endorsements shall be furnished to the city before 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 in equity.

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 \$2,000,000 each occurrence.

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 policies.

\_\_\_\_\_ I am aware I must not arrive earlier than my rental time as noted on the Facility Use Request, 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 my event.

\_\_\_\_\_ I understand that all fees must be paid on or before the due dates, or there is a risk of losing the facility.

\_\_\_\_\_ I understand and will abide by the clean-up guidelines as defined in the Facility Checklist, during check in, and as listed on the Event Closing checklist.

\_\_\_\_\_ I am aware I must not exceed the rental end time indicated on my Facility Use Request. I agree to vacate the Snohomish Carnegie Building at the time indicated.

\_\_\_\_\_ I agree to obey the applicable rules and regulations regarding the serving of alcohol as set forth in the Facility Use Agreement and Alcohol Use Policy. Unauthorized alcohol automatically forfeits the reservation holder's damage deposit and rental fees.

\_\_\_\_\_ The City of Snohomish reserves the right to change the rules and regulations as state 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 the 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: \_\_\_\_\_