

## Morrison Riverfront Park Rotary “Log Pavilion” Rental Application & Agreement

### Please read and understand each paragraph:

- Rental Policy Statement: The “Log Pavilion” at Morrison Riverfront Park was given to the City of Aberdeen, Parks & Recreation Department by the Aberdeen Rotary Club for the use and enrichment of all of it's citizens. The Aberdeen City Council and Parks & Recreation Board have mandated that the building must be self-supporting. In order to maintain this facility in the grand manner in which it was built, the following fees and policies have been passed and must be adhered to. Rentals will be on a “first pay, first serve” basis, with a maximum of 18 months in advance. It is the policy of the Aberdeen Parks & Recreation Department and the City of Aberdeen not to discriminate against any participant, client, or user for any services because of race, creed, color, national origin, marital status, sex, or age. It is also the City's policy, within reasonable accommodation, to insure that disabled persons have equal access to the City's facilities and that all users of the City's facilities must comply with this policy. It is the responsibility of the user to ensure that any meeting that is open to the public complies with Title II and Title III of the American's with Disabilities Act, the Rehabilitation Act of 1973 and the Washington Law Against Discrimination. Announcements for public events must include a contact for accommodation requests. User is responsible for providing auxiliary aids and services in compliance with the ADA.
- No keys will be given out. A custodian will be present during the actual activity and for opening and take down. The custodian is there to assist the users in the set up and will put away tables and chairs and clean the facility at conclusion of event. Final responsibility for cleaning/removal of personal belongings/decorations is the users and must be done immediately at the end of the usage. Clean up must begin by the contracted time, with the latest time of 12:00 A.M. The cost of any and all additional cleaning or repair at the conclusion of the use of the Pavilion will be borne by the user.
- The user will be responsible for all breakages and damage done to the furniture, appliances, rugs, kitchen equipment, cookware, dishes, flatware and all damage to the building proper. All equipment, cookware, dishes and flatware will be properly cleaned and returned to the shelves and storage areas following their use.
- No decorations, pictures, signs, notices, posters, displays or exhibits of any type will be allowed to be attached, stapled, nailed or taped to the interior or exterior of the building. No animals will be permitted in the Pavilion without the written consent from the Aberdeen Parks & Recreation Department Board. No smoking will be permitted in the Pavilion.
- Users are responsible for following rules and procedures included in the Rotary Log Pavilion Rental Information paperwork, outlining Rental Procedures, policies for Set Up and Clean Up and General Facility Rules (see included hand out).
- Alcohol Consumption: A permit is required to serve liquor on the premises and may be obtained from any Washington State Liquor Store and a certificate of insurance for comprehensive liability including liquor coverage, with a minimum amount of \$1million per occurrence, naming the City of Aberdeen as an additional insured, is required a minimum of (1) one week before the scheduled event. The WSLCB permit must be posted visibly on the premises. Open containers of alcoholic beverages or consumption of alcohol is not allowed outside of the Pavilion.
- Liability: The party signing the agreement assumes full financial responsibility for all damages that occur during or as a result of their usage of the Pavilion. The user understands that the City of Aberdeen shall not be responsible for accident, injury, or loss of personal property.
- Payments: A Down Payment (Non-Refundable) is due at the time of reservation. The remainder of the Rental Payment and Deposit are due thirty (30) days prior to event (Non Refundable). If user pays thirty (30) days prior to event, then a personal check will be accepted. If user pays deposit less than thirty (30) days prior to event, deposit must be paid with: 1) Certified Check, 2) Cashier's Check, 3) Cash, 4) Money Order. No other forms of payment will be accepted. Cancellation will result in forfeit of any fees paid. Damage Deposits, less any custodial or repair fees will be returned to the user within two (2) weeks of the usage.

### Rental Fees (Please initial the appropriate usage):

**Prime Time Usage: Friday – Sunday & HOLIDAYS until 12:00 a.m. Rental Fees**

**Non-Prime Time Usage: Monday – Thursday until 12:00 a.m. Rental Fees.**

☐ Prime Time Usage      ☐ Non-Prime Time Usage      ☐ Non-Profit Group Meetings  
☐ Service Clubs/Non-Profit Groups      ☐ Seminars/Workshops      ☐ Commercial Usage

**All functions over 2 hours require a \$500.00 Damage, Custodial and Policy Compliance Fee Deposit.** Non-compliance to any of the rules/policies will result in forfeiture of the \$500 Deposit and/or additional fees.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Organization or Group: \_\_\_\_\_ Date of Event: \_\_\_\_\_

Please briefly indicate proposed usage: \_\_\_\_\_

**Signature** (By signing this document, the undersigned accepts full responsibility and legal liability for the above described event, and to abide by all conditions stipulated upon acceptance of permit. Additionally, applicant agrees to indemnify, defend and hold the City of Aberdeen, its officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of, or in connection with, the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Aberdeen. Renter will be responsible for any damage incurred during the use of this facility for their event and may be invoiced by the City for all damage their provided Damage Deposit amount.):

Signature

Date

### **OFFICE USE ONLY (DO NOT WRITE IN THIS AREA)**

From: \_\_\_\_\_ to: \_\_\_\_\_ = \_\_\_\_\_ hours **Rental Fee:** \_\_\_\_\_ **\$500 Damage Deposit** \_\_\_\_\_

Notes: \_\_\_\_\_

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