



**POOL, PARK, AND RECREATION
DISTRICT**

Special Event & Facility Use Application

1. Name of event sponsor or organization: _____

Sponsor's or organization address: _____

City: _____ State: _____ Zip: _____

Contact person: _____ Title: _____

Email: _____ Cell phone: _____

Home phone: _____ Business phone: _____

Fax: _____

2. Event information

Describe the event and all activities. Attach a separate page, if necessary.

- | | | |
|--|--|--|
| <input type="checkbox"/> Baby/Bridal Showers | <input type="checkbox"/> Engagement | <input type="checkbox"/> Reunion |
| <input type="checkbox"/> Fundraiser | <input type="checkbox"/> Sports/Athletics | <input type="checkbox"/> Birthday/Quinceañera |
| <input type="checkbox"/> Graduation | <input type="checkbox"/> Food/Vender Booths | <input type="checkbox"/> Inflatable/Amusements |
| <input type="checkbox"/> Carnival Games | <input type="checkbox"/> Other (describe): _____ | |

Event name: _____

Requested facility location: _____

3. 3. Supervisory Designee (person designated by event sponsor to be present and responsible while event is underway. See, Conditions of Use, Section C below):

Name: _____ Title: _____

Address: _____

Email: _____ Cell phone: _____

Home phone: _____ Business phone: _____

4. Are there any caterers, vendors, concessionaires, exhibitors, entertainers, promoters, or sponsors being utilized for the event? Yes No

If yes, provide their names, mailing addresses, and types of service for your event.
(Types of service = caterer, vendor, concessionaire, exhibitor, entertainer, promoter, or sponsor)

Type of service: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Type of service: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Type of service: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

5. *Does your event include any athletic or recreational activities? Yes No

6. Short Term Rentals: List each date the event will be held, expected attendance, and event duration each day. Include event set up and take down days. Attach a separate page, if necessary. If the time goes past midnight, be sure to include the new day and the hours. Rental hours need to be rounded to the half-hour.

Date(s) of Rental _____ Expected Attendance _____

A. ___ Tball Field Hours (dirt infield) ___ Baseball Hours (pitching mound) _____ Total Hours
_____ Fee Per Hour

B. ___ Dog Park Hours _____ Total Hours
_____ Fee Per Hour

C. ___ Pool Hours (entire facility)

or

D. ___ # of Lanes (we have six total) X ___ # of Lane Hours Per day _____ Total Hours
_____ Fee Per Hour or Day

7. Long Term Rentals (ongoing programs lasting longer than a month): Please fill out the provided calendar, using one for each month you want to rent the facility. Rental hours need to be rounded to the half-hour.

_____ Total Rental Hours

8. Non-Profit (please provide IRS Determination Letter) Yes No

9. Will food be cooked or served at the event? Yes No

10. Island County requires a temporary event permit to offer food to the public for sale. Please visit their website for more information (<https://www.islandcountywa.gov/Health/EH/Food-Service/Pages/Temporary-Event.aspx>)

11. If the event has Inflatable/Amusements check with the District about where these may be located.

12. Is your event: Indoors Outdoors, or Both
13. The event is: Open to the public Private group Personal invitation only

14. Is the event being advertised or promoted? Yes No
If yes, how? (Check all that apply)

- Television Radio
 Newspaper Brochure Handout or announcement
 Posters
 Invitation only
 Website address: _____
 Other: _____

15. Explain your procedure for collecting and keeping waivers and release of liability forms, which have been signed by all participants. (Provide a copy of the waiver and release of liability, which will be signed by all participants, with this Application. Copies of signed waivers and releases shall be provided to the District prior to the day before event commencement.)

16. Does the event include any of the following?

- Circus and carnivals Mechanical amusement devices Aircraft and balloon events
 Professional sporting activities Pyrotechnical uses Rap and/or heavy metal music
 Veterinary, legal liability/Animals Youth athletics (Swimming, AAU, Babe Ruth, Legion, etc.)

17. Do you require that any vendors (food or other), or event service providers, provide certificates of insurance naming facility user as additional insured? Yes No
If yes, provide a copy of the certificate of insurance from the vendors or service providers from whom you have received certificates and additional insured endorsements.

18. Do you have an emergency evacuation plan? Yes No
If yes: Explain how event management and attendees are notified:

19. Will there be medical personnel present at the event? Yes No
If yes: What number of:

_____ Doctors _____ Nurses _____ Other
 _____ Paramedics _____ EMT / EMS

20. Will there be an ambulance on-site? Yes No

CONDITIONS OF USE

A. RESERVATIONS (please initial, indicates the applicant is informed.)

- Rentals are on a first-come, first-serve basis.
- The rental process for a facility is not complete or confirmed until Renter delivers to the District the completed Facility Use Agreement, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the District, and the District approves such rental in writing.
- A person who is at least eighteen (18) years of age must sign this Agreement.
- Renter shall provide the District with a single contact who is to serve as the representative for Renter's activities.
- Renter shall be responsible for securing all required state and local permits and licenses for their rental.

- Renter shall not use the District's name to suggest endorsement or sponsorship of the event without the prior written approval of the District's Director or their designee.
- Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
- Renter shall permit any District officers, employees, or agents to visit the Facility during the rental period.
- Renter shall be responsible for picking up the keys to the Facility, if any, at the John Vanderzicht Memorial Pool before the event and during the Facility's customer service hours. Renter shall return keys immediately following the event to the Facility.
- Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of the District.

B. FEES

- The District requires a deposit, rental fees, and a damage deposit for most facility rentals. The rental fees do not include fees incurred following facility use such as lost keys, facility damage, or staying beyond the ending time.
- For short-term rentals, a rental deposit, and a damage deposit are due at the time of reservation. Remaining fees are due ten (10) business days before the rental date. For long-term rentals, one month of fees will be due as deposit, and the remaining fees will be invoiced at the end of every month based on reservation date and times. Invoices will be emailed at the end of the month and due upon receipt. Invoices not paid by the end of the next month will lose their space.
- Facility rental reservations that are cancelled by the Renter must be made in writing and will be processed and refunded as follows: Any cancellation due to a medical reason documented by a healthcare provider will be refunded in full. Cancellations made **30 or more days** prior to the rental date will receive a refund of fees paid, less the District's administration fee. Cancellations made up to **ten (10) business days** prior to rental date will be refunded less the District's administration fee and 50% of their deposit, and cancellations made **seven (7) days** before the rental will receive no refund.
- Transfers to another date, time or Facility made 7 days or less prior to the rental date are not permitted
- The District in its sole discretion may charge an additional amount of twice the regular rental rate for any event continuing past the ending time stated in this Agreement.
- Renter is responsible for any lost keys, and any costs that the District might incur to replace and/or re-key the Facility.
- In the event the Facility is left damaged, in disarray, or in need of extensive cleaning, Renter shall be charged for janitorial and/or repair fees incurred by the District to make the repairs or clean the Facility.

C. Facility/Equipment/ Accessories

- Renter agrees to take Facility as is.
- The Facility shall be used for the purpose stated in this Agreement and no other use will be permitted.
- Renter agrees to follow all local, county, and state guidance regarding use of the Facility.
- Renter agrees that a designee from their organization will be in charge and present for the entire event while the Facility is being used. This designees' name, address and phone number shall be provided to the District prior to approval and acceptance of this Application. The supervision of people in attendance of the rental, the Facility, and the adjoining property is the sole responsibility of the Event Sponsor and their designee. Activities must be confined to the area authorized for use. The District, in its sole discretion, may evict individuals from the Facility during the event if their conduct is deemed by the District to not be in the best interest of the public or otherwise detrimental or inappropriate in any way.
- Decoration or application of temporary materials to walls or floors is permitted. Renters are required to remove, at their own expense, any materials, equipment, furnishings, or rubbish left after use of a District facility.
- Tobacco, alcoholic beverages, illicit drugs, or firearms/weapons of any kind are prohibited in District buildings or on District property, including outdoor and parking areas.
- In the case of unforeseen circumstances or force majeure, the District reserves the right to modify or cancel this reservation as needed.
- Renter agrees to not enter areas designated by the District as "Staff Only" without written permission from the District.

- Renter agrees to enforce all facility rules for event participants or guests.
- The District is not responsible for items stored or left on District property.
- Renter shall be responsible for all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for janitorial and/or repair fees incurred by the District as a result.
- Renter is prohibited from allowing more individuals into the Facility than the posted maximum occupancy.
- This Agreement is not all encompassing, at any time the District may modify this Agreement as needed to protect its interests or the health, safety and/or welfare of the community.
- For Facilities with portable toilets, they are provided for general use, any more than provided is the responsibility of the Renter.

NORTH WHIDBEY POOL PARK AND RECREATION DISTRICT FACILITY LEASE AND INDEMNIFICATION AGREEMENT

This lease and indemnification agreement, (hereinafter "Agreement"), is entered into by and between North Whidbey Pool, Park and Recreation District hereinafter "District"), and _____ (hereinafter "Renter regarding the Facility described as _____). The phrase "Facility" as used hereinafter shall include the building space above-described, unless otherwise specifically provided.

1. Purpose. The Facility shall be used by Renter for: _____, including activities normally ancillary thereto.
2. Term of Agreement. The Agreement term shall follow begin with the start date and time and the end date and time listed on page 2 of the Special Event & Facility Use Application.
3. Rent. As rent, Renter shall pay _____, per term above described, payable on or before _____.
4. Return of the Property. At the time of termination of this Agreement, Renter shall return the Facility to District in as good of condition as the same was at the time Renter took possession hereunder, reasonable wear and tear, due to reasonable use and occupancy, in conformance with the provisions of this Agreement excepted. Any damage to the physical structures or infrastructure shall be repaired by Renter.
5. Insurance. Renter shall procure and maintain in force, without cost or expense to District, on or before the commencement date of this Agreement and throughout the Agreement term or as long as Renter remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits of not less than \$1,000,000, per occurrence. District shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be cancelled or modified for any reason without fifteen (15) days prior written notice to District. Renter shall provide District with a certificate or certificates of such insurance within (10) days of the execution of this Agreement.
6. Agreement to Indemnify. Renter shall indemnify the District, its staff and agents from, and against, any and all claims, demands, causes of action, suits or judgments, including, but not limited to, any claims of insurance carriers, the Department of Labor and Industries, the Department of Social and Health Services, and any federal agency, health care provider or governmental taxation agency, (including costs and expenses incurred in connection therewith), for deaths or injuries to persons or for loss of or damage to property arising out of, or in connection with, the use and occupancy of the Facility by Renter, its agents, servants, employees, or invitees. In the event of any claims made or suits filed, District shall give Renter prompt written notice thereof and Renter shall have the right to defend or settle the same to the extent of its interest hereunder.
7. Assignment. Renter shall not assign, convey, or transfer this Agreement or any interest herein, without the prior written consent of District.

8. Notice. Any notice, declaration, demand, or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified US Mail, Return Receipt Requested, postage fully prepaid, and addressed as follows:

To District: _____

To Renter: _____

The mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices given in compliance with this section shall be deemed effective two (2) business days following the deposit thereof in the US mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may, by notice, change its address for notice.

9. Legal Relationship. The parties of this Agreement execute the same solely as a Renter and a District. No partnership, joint venture, or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants, and conditions to be observed and performed by either of the parties hereto shall be joint and several, if entered into by more than one person. Unless otherwise specifically provided herein, no third party is intended to be benefited by this Agreement.

10. Applicable Law/Construction/Venue. This Agreement shall be governed and interpreted in accordance with the laws of the state of Washington. In the event this Agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the county in which the Facility is situated.

11. Entire Agreement. This Facility Lease and Indemnification Agreement contains the entire Agreement of the parties hereto and supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither District nor Renter shall be liable to the other for any representations made by any person concerning the Facility or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by District and Renter or their lawful successors and assigns subsequent to the date hereof.

RENTER (Name & Title) Date _____

DISTRICT (Name & Title) Date _____

The following items must be submitted prior to the event:

- Signed and completed event application and facility lease agreement.
- **Facility Users are required to purchase a Special Event/Tenant-User Liability Policy of at least \$1,000,000 per occurrence limits.**
- Copy of the Insurance certificate naming the District:
North Whidbey Pool Park and Recreation District
85 SE Jerome St.
Oak Harbor, WA 98277
- Copy of all certificates of insurance from vendors that list you as an additional insured.
- Copy of all brochures, promotional materials, and event advertising.
- Copy of the complete schedules of events or activities.
- Copy of the waiver and release of liability form to be signed by participants in any recreational or athletic activity.

- The applicant declares that the information contained in this application is true and that no material facts have been suppressed or misstated.
- The applicant understands that incorrect information could cause this application to be denied.
- The applicant understands that completion of the application does not guarantee approval.

Applicant Name: _____

Signature: _____ Date: _____

For District Use Only

Facility Rental Fee \$ _____ Damage Deposit \$ _____ Rental Deposit \$ _____

Payment Due (circle which) Ten (10) business days before Rental Invoiced at the end of each month

Application Approved by: _____ Title: _____ Date: _____



Compliance Statement for HB 1824, Youth Sports-Head Injury Policies and SB 5083, Sudden Cardiac Arrest Awareness.

_____ requests the use of North Whidbey Pool Park and Recreation District facilities for the following dates:_____.

_____, a private non-profit youth sports group, verifies all coaches, athletes or other participants, and their parent/guardian have complied with mandated policies for, the Management of Concussions and Head Injuries as prescribed by HB 1824, section 2 and Sudden Cardiac Arrest Awareness as prescribed by SB 5083, section 3.

Signed: _____

Date: _____, 20_____

*Note: Access to facilities may not be granted until all requirements of this application are complete.

Approved by: _____ Date: _____