



BP Heron Center – User Agreement Instructions

PLEASE READ ALL PAGES OF USER AGREEMENT

FILL OUT - SIGN & SEND ALL FORMS (7 pages) INCLUDING USER AGREEMENT BACK TO:

FRIENDS OF BIRCH BAY STATE PARK

4550 Birch Bay Lynden Road #1177

Blaine, WA 98230

MAKE YOUR CHECK PAYABLE TO: Friends of Birch Bay State Park

Summer User Fees hours 9:00 AM to 9:30 PM

May 1-October 31

\$350.00 per day Monday-Thursday

\$400.00 per day Friday-Sunday & holidays

\$200.00 damage deposit

Winter User Fees hours 9:00 AM until Dusk

November 1-April 30

\$175.00 per day Monday-Thursday

\$225.00 per day Friday-Sunday & holidays

\$200 damage deposit

Available equipment: 8-8ft. rectangular tables, 80 chairs

No Refrigerator or Stove

Audio Visual System rental: \$75.00

Initial: _____ Date: _____ Initial: _____ Date: _____

BP HERON CENTER--USER AGREEMENT APPLICATION

Return to Friends of Birch Bay State Park, 4550 Birch Bay Lynden Road #1177, Blaine WA. 98230

Phone: 360-220-6862 --- Email: bpheroncenter@gmail.com --- Website: www.fobbsp.org

PLEASE PRINT THIS FORM / Type of event: _____

Applicant/Agent Name: _____

Phone: _____ **Email address:** _____

Address: _____ **City:** _____ **State:** ___ **Zip:** _____

Driver's License#: _____ **State issued:** _____

I am a duly authorized agent of the applicant. I understand that it is my responsibility to read and sign the BP Heron Center (BPHC) Cancellation Policies and standard use procedures. As part of the consideration for permission to use the BPHC facility: the applicant (and I) agrees to comply with all Policies and Procedures as set by the Friends of Birch Bay State Park and Washington State Parks and Recreation Commission (WSPRC). Further to the extent permitted by law, the applicant hereby agrees to release, indemnify and forever hold harmless the Friends of Birch Bay State Park, (i)t's Directors, officers, employees, and representatives and the WSPRC from all liability, claims, losses, damages, or expenses (including expense of litigation) resulting from any actual or alleged injury to or death of any person or from any actual or alleged loss or damage to any property caused by or in any respect resulting from applicants said activities or omissions at the BPHC. The applicant hereby agrees to limit said activities permitted by BPHC and will return the premises in a neat, clean and undamaged condition and further agrees to reimburse the Friends of Birch Bay State Park for any damage arising from the applicant's use of said facility or breach of this agreement. The applicant agrees to abide by all lawful rules, codes, laws and regulations in connection with their use of said premises. I have read and agree to comply with the cancellation policies and standard use procedures included in my copy of the application.

USER'S SIGNATURE: _____ **DATE:** _____ (**USER'S SIGNATURE:** _____ **Date:** _____)

If alcohol is being served, a \$1,000,000 Liability insurance policy must be provided naming the Friends of Birch Bay State Park and WSPRC as additional insured one month before the event date.

Wedding policy: Applicant may have two hours of planning time with BP Heron Center Event Coordinator. Additional assistance from the BPHC Event Coordinator will be billed at \$50.00 per hour.

Hours of operation: June-August 9:00 AM-9:30 PM / September-May: 9:00 AM-Dusk

\$100.00 will be deducted from the damage deposit for each hour in case of failure to vacate the premises on time.

***I HAVE READ AND UNDERSTAND THE BP HERON CENTER USER AGREEMENT AND THAT AN ANNUAL DISCOVER PARKING PASS OR DAY PARKING PASS IS REQUIRED WHEN PARKING IN BIRCH BAY STATE PARK FOR AN EVENT AT THE BP HERON CENTER, UNLESS THE DATE IS DESIGNATED A FREE PARKING DAY BY WSPRC.**

USER'S SIGNATURE: _____ DATE: _____

OPENING CONTACT: _____ PHONE# _____

CLOSING CONTACT: _____ PHONE# _____

EVENT DATE: _____ MEET BPHC STAFF (TIME IN): _____ (TIME OUT) _____

Vacation of premises occurs when you have properly cleaned and vacated: (no later than seasonal time)

DO NOT LEAVE THE BUILDING UNATTENDED! IF YOU ARE DONE PRIOR TO YOUR SCHEDULED CLOSING TIME (TIME OUT) YOU ARE REQUIRED TO CALL BP HERON CENTER STAFF TO LOCK THE BUILDING PRIOR TO YOUR DEPARTURE.

BPHC RENTAL INCLUDES *8- 8 ft TABLES AND 80 CHAIRS. SET UP AND TEAR DOWN IS THE RENTERS RESPONSIBILITY

I HAVE READ AND UNDERSTAND THE USE POLICIES AND PROCEDURES AGREEMENT:

USER'S SIGNATURE: _____ DATE: _____ (USER'S SIGNATURE: _____ DATE: _____

USE POLICIES AND PROCEDURES AGREEMENT

RESERVATION PROCEDURE for the BP Heron Center:

1. Obtain scheduling information and reserve facilities by contacting the BP Heron Center Event Coordinator at 360-220-6862 or by email at bpheroncenter@gmail.com
2. Obtain application forms, and general policy and procedure use information by request at bpheroncenter@gmail.com or from www.fobbsp.org

Organizations practicing, supporting or promoting activities, which are contrary to local, State or Federal law, shall not be permitted to use the BP Heron Center, (BPHC). You must be 21 years of age to rent the facility. Scheduling will be on a first-come, first-serve basis. Friends of Birch Bay State Park (FOBBSP), retains the right to cancel any scheduled use in the event of an emergency as determined by the BPHC Event Coordinator. In the event a scheduled use must be canceled, FOBBSP will notify affected groups or individuals with as much notice as possible. Submittal of an application does not guarantee availability. Applications shall be reviewed and can either be accepted, limited, or denied. To have confirmed reservations for the BPHC Users need to complete the following three steps:

1. Complete, sign and return an application form (available at www.fobbsp.org)
2. Pay the rental fee and damage deposit in full.
3. If alcohol is being served, provide \$1,000,000 Liability Insurance policy naming the Friends of Birch Bay State Park and WSPRC as additional insured one month before event date.

Upon review and approval of the application and receipt of the full rental and damage deposit, users will receive a FOBBSP receipt, which will serve as confirmation and proof of reservation.

HOURS OF USE: The BPHC is open from **9:00 AM to 9:30 PM during the summer months- June through August. September through May the BPHC facility is open from 9:00 AM to dusk.** Users who have reserved the facility for all day must vacate the premises at or prior to the designated closing time; otherwise the User will be billed \$100 per hour past closing time deducted from the damage/cleaning deposit.

PARKING: All vehicles must have a parking pass unless it is a WSPRC designated free parking day. Parking passes are available at a State Parks kiosk located near the facility. Parking passes must be displayed and shall always remain visible while on park property. Parking passes may be purchased at the time of rental or the day of use. Please make payment to Washington State Parks.

SAFETY AND SECURITY: Persons using the BPHC spaces do so at their own risk and agree to defend, indemnify, and hold harmless the Friends of Birch Bay State Park and WSPRC as to any claims or suits arising out of such use. Individuals shall be responsible for the security of all personal items while visiting or using the facility. FOBBSP is not responsible for the damage, loss or theft of personal items and does not provide security for users of the facility.

Initial: _____ Date: _____ Initial: _____ Date: _____

CANCELLATIONS AND REFUNDS: All requests for refunds must be made in writing to Friends of Birch Bay State Park (FOBBSP), Attention: BP Heron Center, (BPHC) Event Coordinator, (4550 Birch Bay Lynden Road #1177, Blaine, WA. 98230) or emailed to bpheroncenter@gmail.com. Once received and approved, refunds generally will be issued in 14 days.

Should you decide to cancel your reservation 60 days prior to the event, the amount received is refundable upon written request to the FOBBSP **less a \$100.00 registration fee.**

If you should cancel your reservation less than 60 days prior to your rental date no refund will be given, unless individuals can provide evidence of death, medical emergency or extraordinary circumstance beyond the individual's control.

No refunds will be made due to weather conditions.

Should FOBBSP be required to cancel reservations due to an emergency, the applicant will receive a full refund.

DAMAGE DEPOSIT: The individual or entity signing and completing the application form will be considered a responsible party for usage of the facility and shall be responsible for the actions of their guests and/or caterer.

After the event, Users will receive a refund of their damage deposit upon the return of the facility to a neat, clean and undamaged condition. If the facility is not returned to pre-event condition, FOBBSP will clean or repair any damage and deduct the labor and materials from the minimum refundable damage deposit. If the damage exceeds the amount of the damage deposit, the responsible party agrees to pay the excess within fifteen days of receiving an invoice.

SET UP IS USER'S RESPONSIBILITY:

SITE PLAN: If extensive, unusual or special set-up is required, it must not interfere with other public spaces in Birch Bay State Park. Any special requests must be submitted in writing to the BPHC Event Coordinator for approval at their discretion no later than sixty (60) calendar days prior to your rental date. Special requests include, intended use of any of the State Park property outside the footprint of the BPHC or anything not specifically covered in this rental agreement. A final plan of use layout must be submitted to the BPHC Event Coordinator for approval at least sixty (60) days prior to the Event.

- Signs advertising or promoting the event are not permitted without permission of FOBBSP. Fastening or attaching any rope, sign, banner, flyer or other object to any tree, shrub or park feature on Birch Bay State Park property is strictly prohibited.
- Should set up be required outside of regular facility rental hours, additional fees may be charged.
- FOBBSP and Birch Bay State Park employees may not accept deliveries. The User is solely responsible for receiving deliveries for the event.

BREAKDOWN AND CLEANUP: Use of the BPHC facility is conditioned upon the return of the premises to a neat, clean and undamaged condition at or prior to the ending time that user has reserved the space. Failure of individuals to vacate public space at designated time will result in \$100 per hour being deducted from the damage deposit and/or denial of subsequent use of the BPHC in Birch Bay State Park. Users must carefully adhere to each of the cleanup items specified on the checkout list.

Initial: _____ Date: _____ Initial: _____ Date: _____

FACILITY USE STANDARDS:

*The following use standards apply to everyone while visiting or using public spaces for community, special or private events.

CONDUCT: All persons shall conduct themselves in a civil manner consistent with community standards and Friends of Birch Bay State Park, (FOBBSP) policies. Individuals or groups being disruptive or causing damage may be asked to leave by a Park Ranger or other Law Enforcement and or denied subsequent use of facilities.

SMOKING: Smoking is prohibited inside the facility or within 25 feet of an entrance.

ALCOHOL: The opening or consuming of any alcoholic beverages is prohibited on the BP Heron Center, (BPHC) premises except in those community, special or private uses where:

The User has completed and signed the rental contract, checked the section indicating alcohol will be served, and such contract is then initialed by the BPHC Event Coordinator, and the user has obtained insurance naming FOBBSP and WSPRC as additional insured. Evidence of \$1,000,000 liability insurance must be provided at least ONE MONTH prior to use of the BPHC facility. Failure to provide documentation of insurance shall result in cancellation.

The event may require a banquet permit from the Washington State Liquor Control Board. (For more information see: <http://liq.wa.gov/licensing/banquet-permits>)

Alcohol possession and/or consumption is restricted to the rental facility.

WEDDING POLICY: Applicant may have two hours of planning time with the BP Heron Center Event Coordinator. Additional assistance from the BPHC Event Coordinator will be billed at \$50.00 / hour.

DECORATING: FOBBSP does not allow glitter, confetti, rice, birdseed or flower petals. FOBBSP allows flowers in the facility if they are contained but does not allow flower petals to be spread or tossed inside the facilities. Candles are allowed only if they are non-drip or in a container that ensures safety. **NO TACKS, NAILS, OR STAPLES ARE TO BE USED ON WALLS. BLUE OR GREEN PAINTER'S TAPE MAY BE USED.**

NO GLASS: Glass containers of any kind are strictly prohibited unless approved by the BPHC Event Coordinator..

FIREWORKS: The possession or discharge of any fireworks is prohibited in Washington State Parks.

PETS AND ANIMALS: With the exception of certified service animals, animals are not allowed in BP Heron Center except by written permission of FOBBSP. All pets and animals, where allowed on Birch Bay State Park property, must be under control by means of an 8-foot leash or in suitable carriers. Owners are responsible for cleaning up their animal's waste (strike (deposits")) left on park property. No person shall hunt, catch, or injure any wild animal or bird on park property.

Destruction, Removal or Encroachments on Birch Bay State Park Property: It is prohibited for any person to remove, injure, deface, damage, or destroy park property. This applies to all aspects of the natural or landscaped environment and to any structure, object, equipment, improvement, or other park property. It is prohibited to collect, gather, or harvest natural resources or other materials in Birch Bay State Park.

Thank you for contributing to the community effort to preserve the natural beauty and resource of Birch Bay State Park and the BP Heron Center for Environmental Education.

Initial: _____ Date: _____ Initial: _____ Date: _____



Parking Pass is required:

All people parking a vehicle in Birch Bay State Park while attending an event at the BP Heron Center (BPHC) must purchase a Parking Pass and have it visible in the front windshield of their vehicle unless WSPRC has declared that day a free parking day.

The Washington State Legislature and Governor created the Discover Pass in 2011 to offset steep reductions in general tax support for parks and other recreation lands and facilities operated by Washington State Parks, the Washington Department of Fish and Wildlife (WDFW) and the Washington State Department of Natural Resources (DNR). When you buy the annual Discover Pass or Day Parking Pass, you are helping to keep the state's wonderful outdoor recreation sites open and accessible to the public.

Annual and one-day passes:

Day-use pass — \$10 -- Good for the date marked on the pass.

Annual pass — \$30 -- The annual Discover Pass offers you access to millions of acres of state recreation lands in Washington and is good for one year from the date of purchase.

What happens if I park at a state recreation site and don't have a Parking Pass? The penalty for not having a Parking Pass while parked on state recreation lands is \$99. This amount will be reduced to \$59 if an individual provides proof of purchase of a Day Pass or Discover Pass to the court within 15 days after the notice of violation is written.

How to display a Parking Pass: The pass must be visible in the front windshield of a motor vehicle licensed for street use. For maximum visibility, hang the pass from the rearview mirror with the license plate numbers and expiration date facing the windshield. For vehicles without a windshield, the pass must be displayed in a prominent location on the vehicle.

Initial: _____ Date: _____ Initial: _____ Date: _____