

MAPLE HALL/MAPLE CENTER RENTAL AGREEMENT

Town of La Conner

204 Douglas Street, P.O. Box 400, La Conner, WA 98257

Phone: (360) 466-3125 Fax: (360) 466-3901

APPLICANT INFORMATION

Applicant/Contact Person: _____

Phone _____ Email _____

Mailing Address: _____

Residence Address: _____

EVENT DETAILS

Day & Date of Event: _____

Description of Event: _____

Will Event be open to the public? _____

Will admission/entrance fee be charged? _____

Expected number of attendees/participants: _____

Type of Activity or Organization: _____

Will items be offered for sale? (Business license may be required) _____

Are you requesting parking passes? ___ No ___ Yes (If yes, please provide name for passes)

Will the Event involve alcohol? _____

If yes, alcohol **MUST** be served by a server holding a MAST permit from the Washington State Liquor Control Board (WSLCB). Please mark one of the options below regarding alcohol service:

- served at no charge (banquet license required; must be displayed during Event) OR
- available for purchase (special occasion permit required; must be displayed during Event)

Will Event involve food? _____

If the event is larger than 50 people and food is served, the food **MUST** be served by a licensed caterer.

If yes:

- Is the Event being professionally catered? (Caterer must be licensed/permitted)
- Is food being prepared or served on-site by Applicant or non-professional group? (Temporary food service permit required) – **Under 50 people ONLY**
- Is the rented facility's kitchen to be used for cooking? (Permit, licenses may be required)

RENTAL RATES:

First Floor Only (Lower Maple Center, Maple Hall, Kitchen, Stage):

Friday, Saturday, or Sunday: _____ \$750/day
Mon, Tues, Weds, or Thurs: _____ \$250/day

Entire Facility (Upper & Lower Maple Center, Maple Hall, Kitchen, Stage, Balcony):

Friday, Saturday, or Sunday: _____ \$1,000/day
Mon, Tues, Weds, or Thurs: _____ \$350/day

Upper or Lower Conference Room Only:

Mon-Thurs only: _____ \$25/day

- *Cleaning/Damage Deposit: _____ \$500
- * Additional Alcohol Deposit: _____ \$500

***Nonprofit corporations are extended a 35% discount off the base rental rates. Such groups are asked provide their nonprofit designation letter from the IRS at the time of reserving the facility.**

****Deposit must be paid by cash or check only***

- ❖ *You may request use of Maple Hall/Center for set-up or storage of decorations the day prior to your event, providing the following conditions are met:
1) your request is made within 72 hours of your event 2) the facility must not be rented to another customer the day before the event, and 3) payment of a \$100 set-up fee is paid prior to the event.*

TOTAL RENTAL FEES DUE: _____ TOTAL DEPOSIT DUE: _____

- Maple Hall will provide 200 chairs, 24 5-foot round tables and 10 6-foot rectangular tables at no additional charge.
- Capacity of Maple Hall is 200 Seated Banquet Style and 300 Standing/Seated Reception Style.

Maple Hall Policies

SECTION A—General Policy Covering the Use of the Facilities.

Use of Maple Hall is subject to the rules promulgated by the Town.

1. The parties to this agreement are the Town of La Conner, hereinafter referred to as the Town; and the person contracting to use the Town facilities, hereinafter referred to as the Licensee.
2. Before a Town facility may be used, the Maple Hall Facility Use Agreement must be completed and signed, and submitted to the Town. A single Facility Use Agreement should be made for a series of similar events. A separate agreement must be made for each event that varies from the series.
3. Maple Hall is primarily for governmental purposes. No other use shall be permitted to interfere with the primary purpose for which the facility is intended. Maple Hall shall not be made available for any use which might result in any undue damage or wear. The Town reserves the right to reject any application for use of Town facilities.
4. Every possible opportunity will be provided for the use of Town facilities by citizens of the Town, provided that the purpose of the event is in harmony with public interest and welfare, subject to the laws of the state of Washington and local rules and regulations prescribed by the Mayor and/or Town Council. Any use to the contrary shall be grounds for immediate cancellation of this agreement.
5. Use Agreement shall not be entered into for any use that, in the judgment of the Town, may be in any way prejudicial to the best interest of the Town.

SECTION B—Licensee’s Responsibility

1. The Licensee shall accept responsibility for any damage done to the Town’s Property. Completion of the Maple Hall Facility Use Agreement shall constitute acceptance by the Licensee of the responsibilities stated herein and willingness to comply with all rules and regulations regarding the use of Town facilities as prescribed by the Town. If the use of the facility is not as represented on the Maple Hall Facility Use Agreement form, an additional charge may be made.
2. The Licensee will be the responsible party in case of damage, theft or disturbances during the event. The town reserves the right to collect costs from the Licensee for repairs, replacement or damages. Such charges will be deducted from the damage deposit. Damages exceeding the amount of the deposit are the lessee’s responsibility. In the event of property damage, the Licensee shall accept and pay the Town’s estimate of the amount of damage.
3. Licensee is responsible for the safety and security of all minors participating in Licensee’s use of Maple Hall. Licensee shall closely supervise all minors and establish appropriate security procedures to ensure the safety and security of all minors. ***Children under the age of 12 are not to be left unattended in the balcony.*** No food or drink is permitted in the balcony area.
4. The Town will provide event passes at the Town’s nearby lot. Parking is on a first-come, first-served basis and spaces cannot be guaranteed. The parking area is not patrolled by security personnel; guests are advised not to leave valuables unattended in their vehicles. Additional overflow parking is located nearby and maybe available for the event. The graveled area in front of Maple Hall and may not be blocked.
5. The Licensee may occupy the facility from 6:00 a.m. on the first day of the event until 12:00 midnight the last day of the event. All cleaning must be completed prior to 12:00 midnight, provided that for New Year’s Eve events all cleaning must be completed by 2:00 a.m. Failure to vacate the premises by the deadline shall result in the assessment of an additional day’s rental fees.
6. ***All decorations, garbage, food and beverages must be removed from the premises immediately following the event.*** The Licensee is responsible for ensuring that all entrances are secured and locked when leaving the building at the conclusion of the event. All lights in the facility must be turned off upon leaving.

SECTION C—Restrictions

1. No decorations or the application of materials to walls, ceilings, or floors shall be permitted which will mar, deface, or injure these surfaces. The Licensee is required to arrange for the disposal of decorations,

- materials, equipment, furnishings, or rubbish left after the use of Town facilities; otherwise, they will be billed for any expense involved.
2. Banners may not be affixed to the facility or suspended to any surfaces in Maple Hall without prior review and approval. Hanging banners inside the facility is prohibited.
 3. The following decor items are permitted:
 - a. Latex (not helium inflated) balloons are allowed.
 - b. Bridal bubbles can only be used outside only.
 - c. Low-voltage electric candles.
 - d. Centerpiece Materials: including flowers, feathers, picture frames, chargers, bottles, etc.
 - e. Specialty Linen
 4. The following décor items are prohibited:
 - a. Helium-filled balloons
 - b. Foggers
 - c. Fire/candles or open flame. Battery operated candles are allowed.
 - d. Glitter, Confetti, rice, birdseed, flower petals
 - e. Pop-up Tents/Free standing structures with ceilings
 - f. Dirt
 - g. Hay
 - h. Chalk
 5. Decorations may be taped to walls and windows **using masking tape only - *DO NOT* use nails, hooks, tacks, staples or glue.** All decorating must occur during the contracted event time, including delivery and removal.
 6. The use of candles, fog/smoke machines or any other open flames is strictly prohibited anywhere inside or outside the facility.
 7. Throwing rice, birdseed, rose petals, or confetti inside or outside the facility is not permitted.
 8. To the fullest extent permitted by law, the Town prohibits the use of drugs, or other controlled substance. Smoking, vaping, and use of cannabis is not allowed in Maple Hall, or within 25 feet of the entrance.
 9. Unmanned aircraft systems ("UAS"), unmanned aircraft ("UA"), remotely operated aircraft ("ROA"), unmanned aerial vehicles ("UAVs"), and other similar devices, including Radio-Operated Blimps, are not permitted inside Maple Hall.
 10. It is the responsibility of the Licensee to pick up the key to Maple Hall during regular office hours, Monday-Friday 9:00 a.m. to 4:00 p.m., except holidays. Keys must be returned at the end of the event. A \$150 charge for each key not returned by the expiration of the license agreement will be added to the final invoice.
 11. Town-owned equipment shall not be removed from Maple Hall.
 12. The heat controls are pre-set at 68 degrees. If the temperature needs to be adjusted, please contact Town Hall on weekdays for instructions.

SECTION D — Food and Alcohol

1. For groups larger than 50 all food and beverage service must be provided by a caterer. An exception is made for dessert only functions. All caterers must have a current health certificate, business license, commercial general liability insurance and liquor liability insurance (if serving alcohol). All wait staff must have a current food handling permit from the health department.
2. The Town of La Conner adheres to state and local health guidelines which dictate that food items may not be taken off the premises. Accordingly, all food and beverage prepared and provided by food service providers must be consumed during the specific event and may not be taken off property.
3. The Washington State Liquor Control Board (WSLCB) regulates alcoholic beverages and service. The guest or caterer is responsible for securing appropriate permits.
4. All alcoholic beverages must be served by a server holding a MAST permit from the WSLCB.

5. **Alcohol service for all events must end no later than 10:00 p.m.**, except that alcohol service for New Year's Eve events must terminate no later than 12:30 a.m. Failure to end alcohol service as set forth above shall result in forfeiture of the alcohol deposit.
6. No outside alcohol is permitted inside the building. Security staff may stop an event if outside alcohol is confiscated.
7. The Licensee expressly assumes legal responsibility for any person's consumption of alcohol, inclusive of all potential consequences thereof.

SECTION E — CLEANING

Immediately following the event, the facility must be returned to its pre-rental condition.

- Cleaning supplies are in the two closets in the kitchen. The key labeled Maple Hall opens the closets.
- Tables and chairs shall be put away according to the instructions on the wall.
- Floors shall be vacuumed and/or swept and mopped (***DO NOT MOP THE HARDWOOD FLOOR***).
- Bathrooms shall be cleaned and refuse emptied.
- The kitchen shall be left in its original condition. The stove must be cleaned, counters wiped, sinks cleaned, floor swept and mopped. Check that all food waste has been cleaned out of the dishwasher, refrigerator and freezer.
- Check balcony for refuse, vacuum.
- Check window sills for spillage and clean as required.
- Clean finger prints from windows.
- All garbage is to be removed from the premises; otherwise, a \$75.00 fee will be charged.
- All items brought into the facility are to be removed by the end of the rental time period.

SECTION F — Non-assignment and Cancellation

1. This Maple Hall Facility Use Agreement shall be non-assignable.
2. The Town reserves the right to cancel this agreement if payment is not received from the Licensee within 60 days of the scheduled event.

SECTION G — Security Personnel Required

1. Any event with alcohol and/or dancing will be required to complete a Security Checklist, which must be approved by Town staff and law enforcement prior to the event.
2. The Town reserves the right to require a security officer(s) to be present at any event at which alcohol will be served, at the expense of the Licensee.

SECTION H — Insurance

1. Events taking place in the Auditorium, or entire Maple Hall facility require event insurance. Rentals of the conference room (s) do not require event insurance. Event insurance must take the following form: General Liability insurance in the minimum amount of \$1,000,000 per occurrence for events scheduled at the Maple Hall.
2. The General Liability Insurance must name the Town of La Conner as an additional insured using ISO form CG 20 11 or coverage at least as broad. If alcohol will be available for consumption, Applicant/Organization shall procure and maintain for the duration of the agreement Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The Town of La Conner is to be named as an additional insured on Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the Town of La Conner.
3. Insurance may be available through the Tenant User Liability Insurance Program (TULIP), accessed by link from the Washington Cities Insurance Authority (WCIA) website

SECTION I — Use Fees and deposits

1. The rental fee shall be paid by cash or check. Cancellations within 60 days of the event will result in forfeiture of 50% of the rental fee. Cancellations within 30 days of the event will result in forfeiture of the full rental fee.
2. A cleaning/damage deposit shall be \$500.00. If alcohol is served at the event, an **additional** \$500.00 deposit is required. Damage deposits are due 60 days prior to the scheduled event, and must be paid by cash or check only. Damage deposits will be returned within 30 days following the event, provided that the facility and/or equipment was left in satisfactory condition and all keys have been returned. Any cleaning that is required after the event will be billed at the present hourly fee and deducted from the deposit.
3. Additional charges may be added to include supervision and/or security staff, above-normal or overtime custodial help when required, hauling or handling equipment, use of projectors or other equipment, equipment operators, repairs or damage, or other costs as determined by the Town. Such services will be paid by the Licensee at the currently established rate, including overtime.
4. All charges shall be paid to the Town Clerk and made payable to the Town of La Conner. All facility and service charges shall be paid in advance. Additional charges for damages shall be billed directly to the Licensee. Town employees are paid directly by the Town.
5. ***If Licensee fails to pay any fees or monies due, then Licensee agrees to pay all costs, fees and attorney fees associated with collection of those debts. The Town of La Conner is not responsible for lost or stolen property.***

SECTION J — Audio visual equipment and amplified sound

1. The Auditorium is connected to the built-in sound system and include one (1) complimentary wireless microphone with the event room or combined rooms.
2. All cords must be secured with gaffer's tape.
3. All music must not exceed a maximum volume of 98db within the room. Amplified music volumes must be approved in advance by the Town.
4. **All amplified sound must be turned off by 10:00 p.m.**, except that amplified sound for New Year's Eve events must be turned off by 12:30 a.m. ***Any violation may result in forfeiture of the deposit.***

SECTION K —Release of Claims/Holds Harmless

1. The Licensee agrees that, in consideration of the permission granted to the Licensee and the minimal fee charged by the Town for the use of its facilities, to the fullest extent permitted by law the Licensee hereby and forever releases the Town and its agents, employees or officers from all debts, claims, demands, damages, actions and causes of action whatsoever, which they may have or may hereafter have, as a result of their use of said facility.
2. The Licensee further agrees, to the fullest extent permitted by law, to protect, indemnify, and hold harmless the District, Town, and its agents, employees and officers from any claims, demands, actions, damages, or causes of action directly or indirectly arising out of the use of the facilities or premises contemplated by this application.
3. ***The Town of La Conner will not be held responsible for any lost, stolen, damaged, or items left in the facility after the event***

I HAVE READ THE ABOVE AGREEMENT IN ITS ENTIRETY AND BY SIGNING BELOW CONFIRM MY UNDERSTANDING OF THE POLICIES, PROCEDURES, AND RULES AND REGULATIONS REQUIRED FOR FACILITY RENTAL.

SIGNATURE _____ **DATE** _____

Maple Hall/Garden Club Security Checklist

Any event with alcohol and/or dancing is required to provide a safety and security plan at the time of application. The following checklist must be completed and approved by Town staff and law enforcement.

1. Please indicate the date, hours and type of event:

2. Number of attendees expected: _____
3. If you are serving alcohol, what type of alcoholic beverages are you planning to serve?

4. Have you hired a security company for your event? If so, please provide the name of the company.

5. If you have not hired a security company, how many people will be designated to police your event?
_____ Please provide the contact name(s) and cell phone number(s) of each individual responsible for policing your event.

Please note the individuals listed below must be available for contact by law enforcement during your event, if necessary.

By signing below, I acknowledge that the security agreement must be pre-approved by Town staff and law enforcement, and additional requirements may be imposed.

Applicant's Signature

Date

OFFICE USE ONLY

Town Administrator Approval _____
Additional Conditions _____

Law Enforcement Approval _____
Additional Conditions _____