



# Zillah Civic Center Rental Agreement

PO Box 475, Zillah, WA 98953  
509-829-5151 / cityhall@cityofzillah.us

## CONTACT INFORMATION:

Applicant/Organization: \_\_\_\_\_

Contact/Responsible Person: \_\_\_\_\_

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

City/Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Day: \_\_\_\_\_ Date: \_\_\_\_\_ # of People Attending: \_\_\_\_\_

Type of Event:  
\_\_\_\_\_

Set-up begins: \_\_\_\_\_ Event begins: \_\_\_\_\_ Total Rental Hours: \_\_\_\_\_

Event ends: \_\_\_\_\_ Clean-up ends: \_\_\_\_\_

Is this event open to the public? Yes \_\_\_\_\_ No \_\_\_\_\_

Will you charge admission to attend the event? Yes \_\_\_\_\_ No \_\_\_\_\_

Will there be alcohol? Yes \_\_\_\_\_ No \_\_\_\_\_

Will you have a cash bar? – Non-profits only Yes \_\_\_\_\_ No \_\_\_\_\_

Is dancing planned? Yes \_\_\_\_\_ No \_\_\_\_\_

Will you have a band or DJ? Yes \_\_\_\_\_ No \_\_\_\_\_

Will you be hiring security for your event? Yes \_\_\_\_\_ No \_\_\_\_\_

Caterer: \_\_\_\_\_ Phone #: \_\_\_\_\_

Bartending Service or Bartender: \_\_\_\_\_ Phone # \_\_\_\_\_

\*\*\*\*\*

**A Deposit must accompany this agreement before any date can be confirmed.** If you cancel your booking at any time, the Deposit is refunded per the listed cancellation policy below. If damage is caused to the facility the Deposit will be forfeited by the Applicant/Organization to the City of Zillah for payment of any damages. If damage exceeds the deposit, you will be responsible for the remaining amount. You will receive your deposit back after the event on the next accounts payable date as soon as the City of Zillah can reasonably confirm the condition of the Facility and contract compliance.

The remaining fees including, for example, rental charges, labor charges, additional purchased time, and equipment rental, are due 60 days before the scheduled event. Failure to pay the fees by the required due date may result in forfeiture of the reserved date(s).

**RENTAL FEES DUE 60 DAYS BEFORE EVENT DATE:**

<b>DEPOSIT:</b> Due with contract	
--------------------------------------	--

**PLEASE MAKE CHECKS PAYABLE TO:**

**City of Zillah**

*Visa, MC, Discover, Google Pay, E-check,  
American Express, and PayPal are  
also accepted*

<b>RENTAL FEE:</b>	
<b>EXTRA HOURS:</b>	
<b>REHEARSAL:</b>	
<b>SECURITY FEE:</b>	
<b>OTHER:</b>	
<b>TOTAL DUE:</b>	
<b>DUE BY:</b>	

**RENTAL RATES, DAMAGE DEPOSIT, AND ADDITIONAL FEES**

<b>Rental Time</b>	<b>Non-Alcohol Event</b>	<b>Event with Alcohol</b>
1-4 Hours	\$550	\$650
5-8 Hours	\$675	\$775
9-12 Hours <i>(Each additional hour is \$100 per hour)</i>	\$725	\$825
<b>Technology Use Fee</b> <i>(non-refundable)</i>	\$100	\$100
<b>Damage Deposit</b> <i>(fully refundable)</i>	\$1,000	\$1,500
<b>Security</b> <i>Two Security personnel are required for all events with alcohol, with a minimum of 6 hours each. Crowds over 200 may require additional security personnel.</i>		\$135 <i>(per hour)</i>

## CIVIC CENTER RULES & REGULATIONS

### **RESERVATIONS/FEES:**

1. Reservations for the Civic Center will be accepted on a “first-come, first served” basis by written agreement accompanied by the Deposit.
2. Reservations are accepted ONE YEAR in advance of the desired rental date. **There will be NO rentals during the second Saturday weekend in May.** All fees are to be confirmed and paid by the applicant three months in advance of reservation use date. Failure to do so will forfeit your reservation.
3. Deposit/Fees are non-transferable and cannot be sold or used by another individual.
4. Refunds will be issued only to the individual or organization that made the rental payment. Note: Any returned checks/non-valid credit cards are subject to a “return fee charge.” Funds will be requested in money order or cashier’s check only.

### **REHEARSALS:**

5. Rehearsals can be scheduled and purchased two months (60 days) before the scheduled event. The rehearsal fee allows one hour of supervised access at the Facility. Rehearsals can be scheduled Monday – Thursday. If you would like a Friday rehearsal, you must wait to schedule one month (30 days) before the scheduled event for availability. Rehearsals are NOT a time to decorate or pre-set for the event. Rehearsals are NOT a time for deliveries to arrive. Even if outdoor-only access is needed – you will be responsible for the rehearsal fee.

### **FIRE CODE REGULATIONS:**

6. Fire Code Building Occupancy Limits: 299.
7. If your attendance exceeds the Fire Code, you will forfeit the FULL DEPOSIT.
8. THIS IS A NON-SMOKING/VAPING FACILITY.
9. Candles may be used if they are fully enclosed; votive and floating candles are acceptable. Candelabras may be used for ceremonies only and then promptly extinguished. The use of fireworks/sparklers, fog/bubble machines, or pyrotechnics is prohibited.

### **INSURANCE /MEMBER PERMITS**

10. General Liability occurrence-based insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate is required for events scheduled at the Civic Center. The General Liability Insurance must name the City of Zillah as an ADDITIONAL INSURED using ISO form CG 20 11 or coverage at least as broad. Higher limits may be required for certain uses.

If alcohol is available for consumption, the Applicant/Organization must procure and maintain for the duration of the agreement Liquor Liability insurance in an amount commensurate with the risk, but not less than \$1,000,000 for each occurrence. The City of Zillah is to be named as an additional insured on Liquor Liability insurance.

If a caterer/restaurant/brewery/winery is providing or serving alcohol, the caterer/restaurant/brewery/winery shall procure both occurrence-based General Liability and Liquor Liability insurance in amounts commensurate with the risk, but not less than \$1,000,000 each occurrence, with the City of Zillah added as an additional insured on both liability policies. Host liquor liability coverage, which may be included in a General Liability policy, may be adequate if the Applicant/Organization is not in the business of manufacturing, distributing, furnishing, selling, or serving alcohol. Liability insurance may be available to the Applicant through the Event Insurance product which can be accessed through the WCIA website, [www.wciapool.org](http://www.wciapool.org). The liability policy automatically names the City of Zillah as an additional insurer and includes host liquor coverage. For an additional fee, Liquor Liability coverage may also be available for purchase.

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 Applicant’s/Organization’s insurance coverage shall be primary insurance to the City of Zillah. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Zillah shall be more than the Applicant’s insurance and shall not contribute to it. The Certificates of Insurance and additional insured endorsements shall be furnished to the City of Zillah before use of the facility.

11. The use of inflatable structures is **NOT** Allowed.
12. The Zillah Police Department reserves the right to determine if Police presence is required for security at the Applicant’s expense; this may also include providing parking attendants.

**CATERING REGULATIONS:**

13. All caterers should have a current Health Certificate, Business License, occurrence-based Commercial General Liability Insurance, including completed operations coverage, and Liquor Liability Insurance (if serving alcohol). All food must be prepared in a commercial kitchen, purchased from a store, or delivered from a restaurant. All wait staff must have a current “Food Worker Card” from the Health Department. There must be an approved plan before the food service set-up can be started for the event.

**ALCOHOL REGULATIONS:**

14. All alcohol must be served by a licensed bartender or caterer ONLY. No unattended, open bars are permitted. No self-service of any type is allowed. Personal use of privately provided alcohol is not allowed, including flasks.
15. Consumption of alcohol by minors is prohibited by State Law and this law shall be strictly enforced by the Applicant/Organization; the event may be terminated immediately if consumption of alcohol by minors is allowed. All alcohol must be consumed within the facility and its grounds.
16. The Applicant/Organization expressly assumes legal responsibility for any person’s consumption of alcohol, inclusive of all potential consequences thereof.

### **ALCOHOL PERMITS AND BANQUET PERMITS REQUIRED**

17. For events held in the Civic Center, you must obtain both a Washington State Liquor Control Board banquet permit and a banquet permit issued by the Zillah Police Department. Liquor Permits can be purchased online from the WSLCB <http://liq.wa.gov/>. A copy of the appropriate permit needs to be in our office 2 months before your event and must be displayed at the Facility during the event. Alcohol service must end one hour before the end of the event.

### **FACILITY CONDITIONS:**

18. Birdseed, rice, confetti, sparkles, potpourri, rose petals, fog/bubble machines, etc. are not allowed inside the Civic Center or on the grounds.
19. Food/beverage spills should be immediately cleared up. Such spills will be noted on the Applicant's Checklist.
20. Any form of music must be kept to a reasonable volume and will not violate the City's noise ordinance policies. No amplification is allowed OUTSIDE. Dancing is allowed within designated areas only.
21. Releasing of any objects (e.g., balloons, floating sky lanterns) is prohibited due to environmental concerns.
22. Decorations should not be affixed to ceilings, walls, doors, or windows.
22. We do not provide utensils, dishes, cups, glasses, linens, etc. for your event.
23. Caterers are required to uphold all State and County health and safety.
24. Except for service animals, no animals are permitted in the Zillah Civic Center.
25. Applicant/Organization assumes full responsibility for any damage caused by guests, members, employees, or third parties hired to provide services. Within one week before the event, the City of Zillah and Applicant shall perform a walkthrough of the Facility to identify any pre-existing damage to the Facility.
26. The misuse of the Facility or failure to comply with the Rules & Regulations and general information herein may be sufficient cause to immediately terminate the event, forfeiture of Deposit, and denial of future use. The City of Zillah reserves the right to terminate the event due to any infractions or in the event of an emergency.
27. The City of Zillah reserves the right to hire a plain-clothes police officer for certain events at the Applicant's expense.
28. The Zillah Police Department reserves the right to determine if additional police officers or private security are required for certain events at the Applicant's expense.

**APPLICANT'S/ORGANIZATION'S RESPONSIBILITIES:**

29. Any accident involving injury to participants or damage to facilities or equipment occurring during the use of Civic Center facilities or equipment will be reported to the City of Zillah immediately.
30. Applicant must confirm final plans for the event one month in advance. This includes the final count of participants, caterer (food and alcohol) details, and the completed schedule for the event. Any changes at event time will be the Applicant's responsibility.
31. Applicant/Organization expressly assumes **FULL LEGAL RESPONSIBILITY** for the conduct of guests, members, employees, or third parties hired to provide services.
32. Applicant is provided information for recycling and trash disposal and is to supply this information to event vendors including caterers.
33. Applicant/Organization is responsible for providing Commercial General Liability insurance and additional insured endorsement documents to the City of Zillah at least one month before the event.
34. Misuse or disrespect of the Facility, city staff or failure to comply with the rules and regulations and general information may be sufficient cause to terminate the event before its scheduled end time, forfeiture of Booking Deposit, and denial of future use. The City of Zillah reserves the right, in its discretion, to determine when and how this should happen. If necessary, law enforcement may be contacted to respond to the event.
35. Should a city employee of the City of Zillah need to contact the Zillah Police Department for assistance, the event may end at the officer's discretion.
36. Delivery and handling of Applicant's property and rental equipment:
  - a. All property brought in for the event must be marked for identification purposes to ensure return.
  - b. Special arrangements must be made for the delivery of property with the City of Zillah at least two weeks in advance, no matter whether the property is personal or rented. These arrangements will include the names of all the persons/organizations who are making deliveries and the time for these deliveries.
  - c. The Applicant is responsible for the set-up and take-down of all rented equipment, including the proper re-stacking and storage.
  - d. The City of Zillah is not responsible for the loss, theft, or damage to the Applicant's or vendor's property.

**ADDITIONAL CONDITIONS AND FEES:**

37. Additional conditions may be added after the signing of the contract, by written mutual agreement. The area below is ONLY to be used for additions which may include but may not be limited to:

- \_\_\_\_\_ Technology Use Fee (non-refundable) required for the use of the TVs and microphone
- \_\_\_\_\_ Additional hours over agreement, \$100 per hour
- \_\_\_\_\_ All tables/chairs returned to the storage closet INSIDE the Civic Center, with each stack of chairs not higher than ten (10) chairs each.  
*(returning to the deck/grounds or stacking chairs higher than ten (10) is not acceptable and will be charged staff time to properly put them away)*
- \_\_\_\_\_ Removal of all decorations
- \_\_\_\_\_ Nothing will be hung from the ceiling.
- \_\_\_\_\_ All personal belongings removed from the facility.
- \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ Other \_\_\_\_\_

**Applicant Initial:** \_\_\_\_\_ **City of Zillah Initials:** \_\_\_\_\_

**CANCELLATION POLICY :**

- 38. Applicant/Organization cancellation of any event must be made in writing, or via e-mail to the City of Zillah and confirmation must be received by the City of Zillah.
- 39. Applicant's cancellation received within 90 days: 50% of deposit fees will be refunded less the Booking Deposit.
- 40. Applicant cancellation received 60 days or less: 25% of deposit fees will be refunded less the Booking Deposit only if the event date can be rebooked at the same rental price.
- 41. Cancellation 30 days or less: No refund is made.
- 42. Any refund is returned only to the Applicant/Organization. Fees cannot be transferred, sold, auctioned, or gifted to any other person/organization.

**EMERGENCY INCIDENT CLAUSE**

The City of Zillah reserves the right to cancel an event to use the Civic Center in the case of a city-wide public safety emergency or emergency incident. All deposits and rental fees will be refunded if such an event were to occur.

**MODIFICATION OF RULES AND REGULATIONS**

The City of Zillah reserves the right to modify the rules and regulations as stated herein without prior notice. The applicant will be notified, in writing, of any changes to the rules and regulations thereafter.

**STATEMENT OF RESPONSIBILITY, RISK ASSUMPTION, RELEASE, AND INDEMNIFICATION**

The person or organization entering into a Use Agreement with the City of Zillah for the use of the Civic Center facilities or equipment described above (collectively “the Facilities”) certifies that the information given in this Application is true and correct. The undersigned further states that he/she has the authority to make this Application for the Applicant/Organization and agrees that the Applicant/Organization and all participants will observe all rules and regulations.

*The Applicant agrees as follows:*

I agree to the Rental Rules and Regulations of use for the Civic Center, accept FULL LEGAL LIABILITY for the above-described event, and will exercise due care in the use of the Facilities.

**Initial** \_\_\_\_\_

I am aware of and expressly assume all of the various risks of property damage, serious injury, and/or death associated with or arising out of the use of the Facilities.

**Initial** \_\_\_\_\_

In consideration for granting this request, and being fully aware of all of the risks, I hereby RELEASE the City of Zillah and its officials, employees, volunteers, and agents (“the Released Parties”), and AGREE TO WAIVE ANY RIGHT OF RECOVERY THAT I AND/OR THE ORGANIZATION, AS APPLICABLE, MAY HAVE, including the right to bring a legal claim, cause of action, or lawsuit for any property damage, bodily injury, death or other harmful consequences in any way arising out of the use of the Facilities. I understand that this release extends to all claims of any kind and every nature, known, unknown, suspected, or unsuspected, in any way arising out of or related to the use of the Facilities.

**Initial** \_\_\_\_\_

I agree to defend, indemnify and hold harmless the Released Parties from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the Facilities or from any activity, work or thing done, permitted, or suffered by Applicant in or about the Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the Released Parties.

**Initial** \_\_\_\_\_



I have read the requirements and regulations above, and agree to all terms, conditions, and charges set forth, on my behalf and on behalf of the Organization as applicable:

**APPLICANT (signature)**

Name of Responsible Party: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AGREEMENT EXECUTED:**

Name of City of Zillah Official: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DELIVER OR MAIL CONTRACT TO:**

City of Zillah  
PO Box 475  
Zillah, WA 98953