Ledgewood Beach Water District Public Meeting Space User Agreement

Ledgewood Beach Water District ("LBWD" or "District") is a municipal corporation authorized by Title 57 of the Revised Code of Washington. LBWD owns a building known as the Newell Firehouse at 1903 Pinecrest Ave Coupeville, WA 98239, which includes a public meeting space ("Building").

[Time] from ______ ("USER") wishes to rent the Building on [DATE] ______ for ____ hours [Time] from ______ to _____ ("Rental Period"). Rental Period includes the time necessary for set up and clean up.

In consideration of LBWD allowing USER to use the Building, USER agrees to each of the following conditions:

- 1. **Rental Payment**. USER will pay the full rental fee of **\$_____** to LBWD prior to the beginning of the Rental Period. Payment will be by check made payable to "Ledgewood Beach Water District." Hours of use are limited to between 9:00 a.m. and 10:00 p.m.
- 2. User Responsible for Damages and Cleaning. USER agrees to leave the Building in as clean and tidy a condition at the end of the Rental Period as it was at the beginning of the Rental Period. USER will be responsible to pay for the repair of any damages beyond normal wear and tear.
- 3. No Permission Until LBWD Receives Payment. USER acknowledges and agrees that it has no permission to use the Building until LBWD actually receives the rental payment, per Section 1 above.
- 4. Use After Expiration of Rental Period. If USER continues to use the Building after the expiration of the Rental Period, the District may charge a penalty equal to <u>the Full Day Rate</u>. The penalty is due within fifteen (15) days after the expiration of the Rental Period.
- 5. **Room Capacity.** USER acknowledges that the Building has a maximum capacity of forty-four (44) persons. USER agrees that it will not exceed this maximum capacity at any time during the Rental Period.
- 6. Adequate Adult Supervision. USER assumes full responsibility for the condition of the Building and any LBWD property located therein during the Rental Period. USER shall provide adequate supervision or security to protect District Facilities and all attending persons. A responsible adult over the age of 21 shall be present at all times. If children are present, they must be supervised at all times.
- 7. **Building Secured and Clean Upon Completion.** By the end of the Rental Period, USER agrees to reset the facility to the initial condition including but not limited to putting furniture away, turning off hot water heater, setting the thermostat to 55 degrees, turning off all lights and cleaning the Building. USER will lock the building. USER will also remove all trash and recycling from the premises and the grounds.
- 8. **Prohibited Activities.** USER agrees that none of the following will occur during the Rental Period:
 - a. Violation of any law or ordinance including but not limited to the Uniform Fire Code and any applicable noise ordinances.
 - b. Open flames or use of fireworks.
 - c. Blocking any access doors.
 - d. Use or possession of illegal drugs.

- e. Smoking, vaping and any use of tobacco products.
- f. Political meetings or activities for any federal, state or local office or any ballot measure.
- g. The consumption of alcohol anywhere on Building premises is prohibited.
- 9. **Indemnity.** USER agrees to indemnify, defend, and hold harmless the District, its commissioners, agents, consultants and employees from and against any and all claims, losses, damages and expenses, including attorneys' fees, arising out of or in connection with the use of the Building to the extent that such claim, loss, damages, or expense is attributable to any negligent act or omission of the USER, anyone directly or indirectly employed by the USER, or any of the USER's group members, invitees, or others present at such facilities in connection with the USER's activities.
- 10. Violation of User Agreement. Any violation of any condition of this User Agreement may result in LBWD immediately terminating the User Agreement. In such case, USER will immediately vacate the Building and forfeit the entire Rental Payment. USER will be liable for any damages to the Building or District property.

<u>USER Acknowledgement</u>: The undersigned acknowledges that they have read the foregoing User Agreement, agree to all of the conditions therein, and if signing on behalf of an organization, have the full authority to sign and bind the organization.

Orga	niza	ation	Name
OIS	unze	uion	1 vanne

User Name

User Email

User Signature

For LBWD use only

LBWD Signature

Date

Ledgewood Beach Water District contact: