



West Valley Fire-Rescue

Yakima County Fire District 12

FACILITY USE AGREEMENT

I. RECITALS

WHEREAS, Yakima County Fire District 12 (District) is the owner of a Fire Station / Training Facility (the "Facility") located at 10000 Zier Road, Yakima, Washington; and

WHEREAS, "User" desires to utilize the Facility for the purposes listed on page 3.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. **Terms of Agreement.** User will be permitted to use the Facility on the days approved on the Agreement form. This Agreement shall be effective for the scheduled period outlined below **only**. Each use request will be on a case by case basis, requests for facility use dates must be on an Agreement form for each day / event needed.
2. **Non-Exclusive Use.** User recognizes that the Facility will be used by the District and by other users for purposes approved by the District. User shall not schedule any use of the Facility for any purpose outside the scope of this agreement, without prior approval from the District.
3. **Facility Fee.** The User will pay the District a fee for use of the Facility according to the Fee Schedule set by the District. All payments shall be due prior to the use of the Facility, unless other arrangements have been made and approved in advance by the District. In the event that other arrangements are made with the District in advance, overdue amounts will accrue interest at the rate of twelve percent (12%) per annum. User will be liable for a cancellation fee according to the Fee Schedule. The District reserves the right to change the Fee Schedule at any time without advance prior notice to User.
4. **Rules of Facility Use.** As per District Policy 2303, Public Use of District Training Facility, regarding the use of the Facility the following rules apply:
 - 4.1 *The Training Center Facility shall be used for open public meetings, civic group meetings and functions, classes, presentations, and workshops. Religious and political activities / gatherings shall be in accordance with RCW 42.17.130. The District reserves the right to deny any and all requests for training facility use.*
 - 4.2 *The User signing the Facility Use Agreement shall assume responsibility for any and all damage of the facilities, grounds or equipment as a result of the use of the Facility. Any furnishings moved or rearranged during the use of the facility shall be replaced and all trash removed prior to vacating the building.*
 - 4.3 *Use of the Training Center Facility is restricted to Classroom A and / or Classroom B, the hallway with the beverage / snack nook and the public restrooms. (i.e. Entry into the administration office area or apparatus bay area is strictly prohibited). Children shall not be permitted inside or outside the building without adult supervision.*
 - 4.4 *All types of dancing in the Training Center Facility are prohibited.*
 - 4.5 *Hours of Training Center Facility operation is 7am to 11pm.*
 - 4.6 *It is the responsibility of the User to come fully prepared for their event; the District does **NOT** offer photocopy, facsimile or other office function services. Nor does the District furnish any banquet supplies.*

- 4.7 *The Fire District reserves the right to cancel a reservation if the room is needed for Fire Department use. However, every effort will be made to give adequate, advance notice. Emergency operations take precedence over any scheduled event if needed.*
- 4.8 *The use of tobacco or tobacco products in the Facility is strictly prohibited. There are two designated smoking areas, one on the west end of the building in the grass area, and one in the picnic area on the south side of the building.*
- 4.9 *Use of alcoholic beverages in the Training Center Facility or on Fire District grounds is strictly prohibited.*
- 4.10 *Training Center Facility capacity for public use is two hundred (200) people (one hundred (100) per side Classroom A and Classroom B).*
- 4.11 *With **prior approval**, decorations may be applied to walls or floor (tape or string only – NO nails or screws). Renters are required to remove, at their expense, all decorations, materials, equipment, furnishings, or rubbish left after use of the facility.*
- 4.12 *Any violation of these policies may cause cancellation of a group's privileges for further Facility use.*
- 4.13 *The Fire District Board of Commissioners reserves the right to make final determination of the "appropriate use" concept.*

The current version of this policy as adopted by the District Board of Fire Commissioners is available for review upon request at the District Administrative Office. This Policy may be updated from time to time by the District to ensure the orderly and safe utilization of the Facility by the various users. User agrees to comply with Policy 2303, and further agrees that the District may terminate this Agreement for User's failure to comply.

5. **Facility Cleanliness.** User agrees to keep the Facility in as neat and clean condition as reasonably can be expected during its use of the Facility. At the end of the User's use of the Facility, User agrees to return the Facility to the District in as good as condition as received. **User further agrees that it will clean the Facility after each use**, following the Facility Set-Up and Clean-Up Guidelines Appendix A, to a condition reasonably acceptable to the District. The User will be charged \$25 per hour for any cleaning or resetting of the classroom that needs to be done after the User vacates the facility. **Note: Any destruction of property above and beyond normal use may be billed to the group utilizing the facility or the responsible party signing agreement.**

6. **Liability.** User has inspected the Facility and finds it acceptable for its intended uses. User is not relying upon any representations or warranties concerning the Facility except those that may be set forth herein. User accepts sole responsibility for all accidents, damages, bodily injury or damage to citizens and / or personal property occurring during User's use of the Facility. In some cases, the User may be asked to provide a certificate of insurance before utilizing the Facility. To the extent applicable by law, and pursuant to the terms of any other agreement between the parties:

6.1 **No District Liability For User's Property Damage.** User waives any and all claims, suits and causes of action against the District (including its employees, commissioners, officers or agents) for any property loss or damage done to User's property, whether real, personal or mixed, occasioned by User's activities on the Facility. It shall be the User's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the District, the User, third party, or act of nature.

6.2 **District's Property Damage - Hold Harmless.** User shall save, defend, and hold harmless the District, its employees, commissioners, officers and agents from any and all damages to the Facility and the District's property occasioned by or arising from the use of the Facility by the User or anyone at the Facility (or other District property as a result of the User's activities on the Facility) in connection with User's use of the Facility.

6.3 **Third Party Liability – Hold Harmless.** User agrees that it will protect, save, defend, hold harmless and indemnify the District, its employees, commissioners, officers and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences, occasioned by either the negligent or willful conduct of the User, its agents or any person or entity holding under the User, its agents or firefighters, or any person or entity on the Facility (or other District property as a result of the User's activities on the Facility), or any person on the Facility as a result of the User's activity, regardless of who the injured party may be.

7. **Assignment or Subletting.** User is prohibited from either assigning or subletting all or any portion of the Facility during its approved use of the Facility.

8. **Litigation.** In the event any party hereto finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof, the party prevailing in any such action or proceeding shall be paid all costs and attorneys' fees incurred by the other party.

9. **Access.** It is the responsibility of the User to pick up an access key prior to the event at the District Administrative Offices (10000 Zier Road, Yakima, WA) Monday-Friday from 8am to 5pm (except holidays), unless other arrangements

have been made. It is the responsibility of the User to return the access key within 48 hours of use to the District Administrative Offices. If the access key is not returned within 48 hours, the User will be charged a \$25 replacement fee.

10. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction.

III. FEE SCHEDULE

Reservations may be booked no more than six (6) months in advance, dates ARE NOT guaranteed prior to six (6) months.

MEETINGS & CLASSES

(Cold lunch or light snack only) (No kitchen use)

	<u>Classroom A or B</u>	<u>Full Facility</u>
<input type="checkbox"/> In Fire District Organization	Free	Free
<input type="checkbox"/> Out of Fire District Organization	\$ 75	\$100

BANQUET FACILITY

(Includes ALL celebrations (weddings, birthday parties, graduation parties, etc) and meetings / classes where a hot meal is served)

<input type="checkbox"/> Classrooms only <i>(No kitchen use)</i>	\$150	\$200
<input type="checkbox"/> Kitchen Facilities (additional charge)	\$200	\$200

SET UP / CLEANING FEE

\$25 per hour cleaning fee will be assessed for any additional time needed to clean up or re-set the classroom.

CANCELLATION FEE

Cancellations 48 hours prior to scheduled event	No Charge
Cancellations less than 48 hours to scheduled event	50% of Agreed Rate

Usage fees may be paid by cash, check or a Company purchase order and must be received prior to scheduled event date; sorry, we do not accept Visa or MasterCard for payment.

Please mail check or purchase order to: Yakima County Fire District 12, 10000 Zier Road, Yakima WA, 98908

Note: Yakima County Fire District 12 takes precedence in the use of the Training Center Facility, and reserves the right to cancel any other functions at our discretion, due to Fire District 12 emergency use of the Training Center Facility. (i.e large fire, natural disaster, terrorism, mass-casualty event, etc...)

The Fire District reserve's the right to charge fees or waive fees that may or may not fall into the categories above.

Agreement Form

Group / Organization: _____

Function: _____ Number of attendees: _____

Dates Requested: _____

Set-up Date & Time _____ Clean-Up Date & Time _____

Contact Person/s: _____

Phone # _____ FAX # _____

Billing Address: _____

Use as: **Classroom / Meeting Facility** or **Banquet Facility**
Assigned: **Classroom A** and / or **Classroom B** **Kitchen**

Facility Rate: \$ _____

Equipment Available: Round Tables (17), Rectangular Tables (30), Chairs (80 w/ arms – 120 folding)
Projection System, PA System, and Microphone

**** There is NO computer usage; User must provide their own laptop to run equipment.**

Other Needs:

Special Requirements: _____

THIS FIRE TRAINING FACILITY USE AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20____, between Yakima County Fire Protection District No. 12 (the "District") and _____ ("User") and expires on ____ day of _____, 20____. I have read the "Public Use of District Training Facility" Policy and the Facility Use Agreement and hereby agree to abide by the terms and conditions as outlined.

**YAKIMA COUNTY FIRE PROTECTION
DISTRICT 12**

USER

Name

Name

Title

Title (if applicable)

A/R Name

ORIGINAL SIGNED FORM MUST BE ON FILE AT:

10000 Zier Road, Yakima, WA 98908
Phone (509) 966-3111 FAX (509) 966-4939