

Events@21Acres Facility Rental Application



Today's date: 2/3/17

Room(s) requested: Any Room: 30 Students and 4 instructors

Type of event: Tractor Safety Class

Event date: Ad hoc, from 4/14/17 through 04/01/20	Start time: 8:00AM	End time: 2:00PM (Includes set up and clean up)
Estimated attendance number: 30	Estimated age range: 18 - 75	If youth event, # of chaperones: N/A
Organization ("Applicant" or "WSU"): WSU by and through Extension King County	Day phone: 206-263-1917	Evening phone: 206-999-9029
Applicant name: Kevin Wright	Day phone: Same	Evening phone: Same
Address: 1000 Oakesdale Ave SW Suite 140	City, Zip: Renton 98057	E-mail: wrightkc@wsu.edu

INSURANCE *dk-DA*

- The applicant shall procure and maintain for the duration of the Agreement, Insurance or self-insurance against claims for injuries to person or damage to property, which may arise from or in connection with the negligent use of the facility by WSU, its officers, agents, employees or registered volunteers who are acting in good faith and in the scope of their official duties. 21 Acres reserves the right to request prior proof of insurance and/or additional insurance when the rental use involves a higher risk activity or serves food or beverages. The Applicant shall provide certificate of insurance evidencing the following WSU and its officers, employees, agents and registered volunteers, while acting in good faith and within the scope of their official duties, are covered by the State of Washington Self-Insurance Liability Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against WSU and covered entities shall be paid from the tort claims liability account as provided in RCW 4.92.130. 21 Acres shall be named as an additional insured on the policy.
- Reservations are not finalized prior to receipt of insurance and reservation fee, if applicable.

1. Does your coverage meet standards as specified?

Yes

Please attach current Certificate of Insurance with 21 Acres listed as an *Additional Insured*.

Insurance carrier:	Policy #
Expiration date of coverage:	

INDEMNIFICATION AND HOLD HARMLESS

ok [Signature]

By signing below, the Applicant agrees to indemnify and hold harmless 21 Acres, its officers, officials, employees and volunteers 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 negligent use of the facility by WSU, its officers, employees, agents and registered volunteers acting in good faith and within the scope of their official duties, or from which any activity, work or thing done, permitted, or suffered by the applicant in or about the facility, except only such injury or damage as shall have been occasioned by the sole negligence of 21 Acres.

Applicant's Signature: *Casey St. Clair* Date: 2/17/03


AGREEMENT TO ABIDE BY RULES AND REGULATIONS

ok [Signature]

The person signing this agreement represents to 21 Acres that he/she has full authority to sign such contracts. The terms and conditions herein, together with the attached rules and regulations shall constitute a contract between the Applicant and 21 Acres. I have read all the attached printed rules and regulations for use of the 21 Acres Facility. On behalf of Washington State University, I represent to comply to all the above printed rules and regulations.

Applicant's Signature: *Casey St. Clair* Date: 2/17/03

Casey St. Clair
Contracts Assistant Manager
Washington State University

Mail to 
21 Acres
P.O. Box 2001
13700 NE 171st Street
Woodinville, WA 98072
Attention: Deb Sternagel.

E-mail completed application to: deb@21acres.org

If you have any questions, please call the 21 Acres Business Office: 425 481-1500.

RULES AND REGULATIONS FOR USE OF 21 ACRES FACILITIES

Please initial next to each statement to indicate your understanding and ability to comply.

cd **21 Acres Guiding Principles:** 21 Acres is guided by the belief that our food system is out of balance and with your help, we can recapture and build local economic well-being by utilizing locally grown food, choosing food grown with little or no pesticide use, rejecting the overuse of packaging, supporting good husbandry practices by rejecting recombinant bovine somatotropin (rbST) in livestock, and being good stewards to conserve water. All food brought on to the premises should reflect these values – it must be pesticide free/GMO free, striving whenever possible to use local, seasonal food resources. Because of our overwhelming concern for the environment when refreshments are brought in, no disposable bottles, plates, utensils, etc. are to be used. Whenever possible please strive for less, and environmentally safe, packaging.

cd **Facility Priorities:** 21 Acres classes and meetings have priority over public use. Reservations must be confirmed with, if applicable, reservation fee, damage deposit, and insurance certificate, before they are considered final. *ok*

cd **Facility Use:** Use of 21 Acres facilities shall be restricted to those who are 18 years or older, or those who are under the supervision of an adult (21 years or older). Applicants must provide adequate chaperones, as determined by 21 Acres staff, for any function attended by persons under the age of 18 years. Facilities used shall be limited to those specified on the approved applications; clients may not spread their activities to other parts of the building. For events geared especially toward teenagers, we require that you take special care in following these Building Use Policies. The ratio of chaperones to teen guests is recommended to be 1:5, and we require that it be at least 1:10. Applicants should take special precautions to screen out uninvited guests.

cd **Applicant Responsibility:** Applicants agree to be responsible for reasonably monitoring the conduct of their guests or invitees. The applicant will take reasonable, practical responsibility for the conduct/behavior of the participants involved with the rental activity and for compliance with these rules and regulations; please note, of special concern is that all guests know 21 Acres' building and property is 100% non-smoking. All applicants shall be responsible for making sure that the occupancy capacity of the facilities being rented shall not be exceeded. An applicant requesting to use the facilities shall make a reservation fee, if applicable as security for cleaning, and repair of damage. The applicant shall be responsible for reasonable expenses incurred by 21 Acres in cleaning, repairing or replacing any facilities or property of 21 Acres, as a result of the negligent acts or omissions of WSU, its employees, agents, officers or registered volunteers acting in good faith within the scope of their official duties. Payment for such damages shall be deducted from the damage deposit; if the amount is greater than the deposit amount, the applicant shall pay the reasonable additional amount to 21 Acres within thirty (30) days after receipt of the invoice for that amount. All applicants shall provide proof of insurance endorsed to show 21 Acres as a named insured. Liquid refreshments may be served, but should not be served in disposable containers, per the 21 Acres Guiding Principles. Prior to leaving the facility, applicant must notify staff that applicant is leaving so that staff can complete an inspection. *ok*

cd **Fees and Costs:** Will be made available at the time of reservation confirmation. All reservation fees are due at time of reservation confirmation. Final Fees are due within thirty (30) days of receipt of a final invoice, after the event. Your damage deposit will be refunded within fifteen (15) business days following the end of the event. *ok*

cd **Smoking, Drugs, and Fire Arms Policy:** Smoking is not permitted inside of the facility or anywhere on the 21 Acres property—including the farm and community gardens. Possession of firearms, except for law enforcement officers in uniform, is prohibited on 21 Acres property. Alcohol use is by prior approval and with permit only. WSU will not provide nor serve alcohol under this Agreement. *ok*

cd **Alcohol and Cannabis:** Alcohol use is by prior approval and with permit only and is limited to beer and wine, no hard liquor; a licensed bartender may be required. Cannabis is never permitted at 21 Acres. A Washington State Banquet Permit (\$10) must be obtained (on line and submitted at least 10 days prior to your event. Beer kegs are permitted outdoors only. Alcohol service must stop at least one (1) hour before the designated end of your rental time. Underage drinking is strictly prohibited. Serving alcohol without proper approval, outside the defined conditions, and/or in violation of any of the above rules or requirements, may result in a citation by Police, immediate shut down of your event, forfeiture of the damage deposit, WSU shall not provide nor serve alcohol under this Agreement. *ok ajs*

cd **Noise:** Amplified music is not allowed after 9:30 p.m. This is particularly an issue in the outdoor areas of the Center where noise ordinance applies to overly loud events. Failure to comply with these noise ordinances or the instructions of a Building Attendant may result in termination of music by the Building Attendant, calling the King County Sherriff, or termination of the event before the contracted hours, but payment due for the full event duration. *ok ajs*

cd **Cancellations and Refunds:** Room and Food Reservations must be cancelled in writing. Cancellations received in writing are eligible for refunds of the reservation fee as follows: at least one (1) month notice -100%; two (2) week to one (1) month notice - 50%. Less than a two (2) week notice - no refund. Food Service Cancellations and refunds are handled separately. Food service cancellation: 10-15 days out, 25% of total food estimate charged; 5-9 or less days before the event 50% of total food estimate charged; 4 or less days out, 100% of total food estimate charged. *ok ajs*

cd **Operation of Building:** The applicant agrees to begin the function at its scheduled time, leaving sufficient time to clean up, and be vacated by the designated end time. WSU shall not be liable for time overage if inspection or pending inspection is the only reason for still occupying the premises. All rentals are expected to be self-sufficient, technical help is not guaranteed during the course of a rental. Additional rental time is accrued in 15 minute increments. 21 Acres reserves the right to have representatives present and to enforce any requirements of these rules and regulations or other state or local rules. Cooking is not allowed in the 21 Acres facility, except when reservations are made separately for use of the kitchen facility. Food and drink is allowed pursuant to 21 Acres mission statement and guidelines. *ok ajs*

cd **Decorations:** The use of candles or any other open flame is prohibited without permission from 21 Acres staff. With permission, use is limited to candles contained with glass or metal containers, or as used in chafing dishes. The use of rice, birdseed, confetti, silly string, glitter, dance wax, glow wands, water marbles, and other similar materials is not permitted within the facility. Decorations may be placed on wall with facility scheduler's permission, as granted on the approved facility permit. Decorations must be flame-retardant and capable of being affixed in a manner that will not cause any damage to the facility. Decorations must comply with the Uniform Fire Code and other applicable codes. Approved decoration fixatives include blue painter tape and removable putty. No pins, tacks, duct tape, masking tape, staples, glue or scotch tape may be used. The use of sparklers, fireworks, or pyrotechnics inside or outside of the building is strictly prohibited. Hazardous chemicals and materials are prohibited.

cd **Clean-up Policy:** The applicant shall be responsible for protecting the room assigned from damage, and shall clean that room and return it to the condition in which the applicant found it. Cleaning must be completed within the reserved and purchased timeframe. Cleaning equipment and supplies shall be available in the facility. Trash shall be removed and deposited in appropriate receptacles on the 21 Acres property. Cost of cleaning, or additional time needed to clean (anything in addition to normal sweeping/mopping) will be deducted from the damage deposit. Storage is not available so all materials brought in by the Applicant/User must be removed immediately, except as arranged with prior approval.

cd **Animals:** Other than licensed assistance animals, animals are not allowed inside the 21 Acres facility, except with permission granted in writing by 21 Acres staff.

6 **Advertising and Promotion:** The following rules apply to any advertisements for events to be held in the 21 Acres facility pursuant to this facility rental application: 1) The 21 Acres logo may not be used, except by written permission. 2) All advertisements shall be consistent with the information provided in the application. 3) All advertisements shall be consistent with the rules, regulations, and mission governing the use of the facility. All advertisements shall contain the following statement in font no smaller than 12-point "This event is not sponsored or endorsed by 21 Acres." (Except where written agreement for 21 Acres sponsorship and advertising has been obtained.) No signage shall be placed on or near the 21 Acres property except for no more than two (2) hours prior to the event and must be removed immediately following the event; all outside signage must be previously approved and agreed to by 21 Acres staff.

6 **Denial of Application:** Facility Rental Applications shall be denied, and any permission granted shall be revoked under any of the following circumstances: 1) The Applicant/User cannot comply, is not complying, or has not complied in the past with the rules and regulations governing use of the facility. 2) The Applicant/User has damaged the 21 Acres facility on a previous occasion and failed to reimburse 21 Acres for the full cost of all necessary repairs. 3) The application contains a statement or statements that are materially false. 4) Attendance at the event would exceed permitted occupancy of the requested facility. 5) Event related sound would interfere with the concurrent use of adjacent facilities by others, or would violate other applicable noise regulations.

6 **Emergency Procedure.** Should a medical emergency occur, dial 911. Notify facility staff so they may assist you. If you have a non-medical issue, notify staff. Please note the Areas of Refuge for anyone needing assistance out of the building – these are areas the fire department knows to go look for people.

Please initial each statement and sign below before application can be processed.

As the Applicant requesting the use of the facility I have read and understood the mission, rules and regulations above on behalf of Washington State University. I, or a designated representative, will make the permit and regulations available, on the day of scheduled use, to any and all 21 Acres personnel when requested. *ok*

Signature: Casey St. Clair Casey St. Clair
Contracts Assistant Manager
Print name: Washington State University Washington State University

Date: 20170327

It is our pleasure to help make your event successful. Please contact us with questions and needs. Thank you for choosing 21 Acres for your event and for embracing the mission and values 21 Acres is striving to bring to the community. -21 Acres Board of Directors and Staff-