



## CITY OF FORKS FACILITY USE AGREEMENT RAINFOREST ARTS CENTER 35 North Forks Avenue

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A calendar showing rental availability is accessible at [www.forkswashington.org](http://www.forkswashington.org). Applications may be submitted in person or via mail, e-mail or fax. Payments by debit/credit card may be subject to processing fees.

### Rental blocks available

**Weekday up to 4 hours or weekday more than 4 hours:** Weekday rental is available from Monday through Thursday. Keys are available at City Hall after 8:00 a.m. Keys must be returned that same day. A drop box is available at City Hall for keys returned after 5:00 p.m.

**Weekend:** Weekend rental shall consist of Friday through Sunday. Keys are available at City Hall after 8:00 a.m. on Friday and must be returned by 8:00 a.m. Monday morning. Keys may be placed in the drop box at City Hall.

### User groups

**Tier I:** Event by an established non-profit organization for the purpose of promoting the arts or education which is open to the public with no charge for admission or a City sanctioned event. Tier I users may be required to collect attendee data similar to the data required in RCW 67.28.1816(2)(c).

**Tier II:** Public or private event by a charitable non-profit or government agency or a Quillayute Valley School District sanctioned event. If a fundraising event, proceeds must benefit arts, education, recreation, health, community well-being, or registered charities. Funerals and memorial services open to the public are also eligible for Tier II rates.

**Tier III:** Public event by a for-profit entity or private event where attendees are by invitation only with or without an admission fee (parties, receptions, weddings).

### Security deposit

A security deposit of \$250 is required 60 days prior to the event. Rental fee is to be paid in full 30 days prior to the event. No refunds will be made if cancellation is within 30 days of the event. Repair of damages will be billed to the user at actual cost. If cleaning is needed due to the event, it will be charged at \$30 per hour. Failure to return keys/cards will result in a charge of \$25 per key/card. A dumpster is provided for trash. Disposal of trash exceeding dumpster capacity will be billed at actual cost. If the total of all charges is greater than the deposit, the user is responsible for the balance. Any remaining deposit will be returned within 30 days of the event. Tier III users are required to provide credit card information at time of booking and present the card prior to release of keys. Certain government agencies may be exempt from paying a security deposit.

### Insurance/regulatory compliance

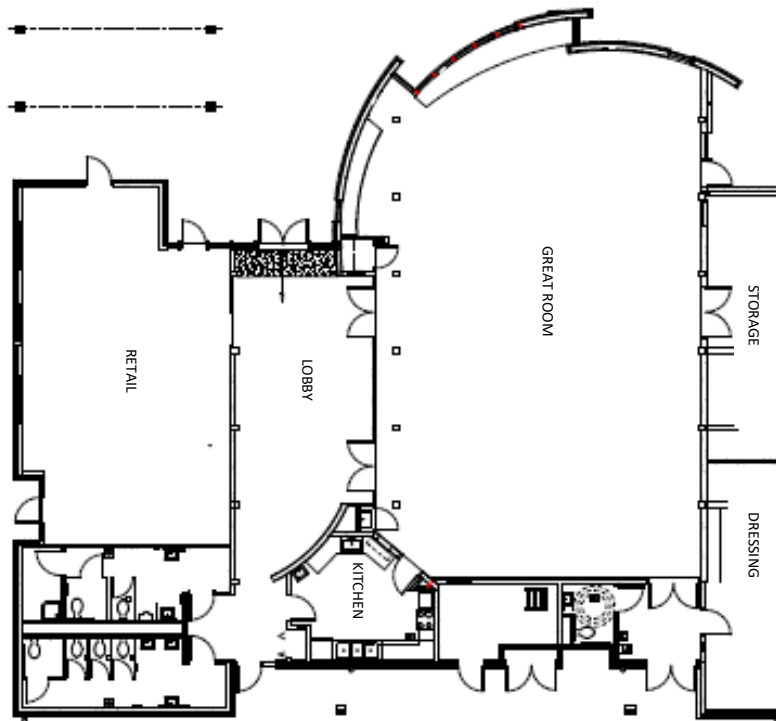
Liability insurance will be required for most events, with individuals signing assumption of risk agreements for private events. Users may obtain event insurance through <http://eventinsure.hubinternational.com>. Coverage should be obtained for no less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate. A separate rider may be required if alcohol is served or consumed at the event. The City of Forks must be named by endorsement as additionally insured. Users are responsible for meeting all other regulatory compliance requirements including food handler permits and banquet permits for the consumption of alcohol.

Check area requested

### RATE SCHEDULE

✓	Entire facility	Tier I	Tier II	Tier III
	Weekday up to 4 hours	\$40	\$60	\$180
	Weekday more than 4 hours	\$80	\$120	\$360
	Weekend	\$160	\$240	\$720
	Facility excluding kitchen	Tier I	Tier II	Tier III
	Weekday up to 4 hours	\$25	\$40	\$120
	Weekday more than 4 hours	\$50	\$80	\$240
	Weekend	\$100	\$160	\$480
	Projector	\$25	\$25	\$25
	Theater lighting system	\$25	\$25	\$25
	Microphones/sound system	\$20	\$20	\$20

Use of just the plaza area may be negotiated, based on facility bookings.



Events serving alcohol may require a Banquet Permit or a Special Occasion License. Please see the Washington State Liquor and Cannabis Board Special Licenses and Permits webpage.

Events serving food to the public may require a Temporary Food Service Permit. Please see the Clallam County Environmental Health Temporary Food Service Events webpage.

APPLICATION FOR USE OF RAINFOREST ARTS CENTER

Name/organization: \_\_\_\_\_

Nature and purpose of event: \_\_\_\_\_

Date(s)/hours to be rented: \_\_\_\_\_

Contact person(s): \_\_\_\_\_

Phone: (1) \_\_\_\_\_ (2) \_\_\_\_\_

Mailing address: \_\_\_\_\_

Kitchen use?  No  Yes

Will alcohol be served?  No  Yes (attach copy of Banquet Permit or Special Occasion License)

The undersigned states that he/she has the authority to make this application for the organization and agrees that the organization will observe all laws, rules and regulations. The applicant further agrees to reimburse the City of Forks for any damage arising from the applicant's use of facilities. Any accident involving injury to participants or damages to facilities or equipment occurring during the use of facilities or equipment will be reported to City of Forks authorities immediately.

Applicant agrees that the City of Forks and its agents or employees will not be liable for any damage to person or property by reason of negligent acts of applicant, its agents, employees, invitees, or subcontractors. Applicant agrees to protect, indemnify for legal costs and other expenses, and hold harmless, the City of Forks and its officers, employees, directors and agents from claims, liabilities, or suits, arising out of injury to person or property from negligent acts of applicant, directly or indirectly attributable to user's activities and/or use of premises except for sole negligence of the City of Forks.

Access to facilities shall be limited to that specified on the application. (Please indicate area requested on Rate Schedule.) Applicant/organization is responsible for the safety and conduct of its participants and spectators. Satisfactory sponsorship and adequate adult supervision must be provided by the applicant. Security may be required for some activities. If security is required it will be provided by the applicant at no cost to the City of Forks.

Smoking in or on the Rainforest Arts Center premises is prohibited. **Candles and other open flames are not allowed.** Firearms or other dangerous weapons are prohibited on the Rainforest Arts Center premises unless advance permission is obtained. No animals allowed, unless a certified service animal. All events shall adhere to occupancy load and fire and safety regulations of the City of Forks and State of Washington. Any fundraising activities must adhere to Washington State Gambling Commission regulations and other laws as applicable.

Applicants are responsible for clean-up of the Rainforest Arts Center. No loose glitter is allowed on the premises. Users shall be responsible for returning the facility to its original condition immediately following the event. Alterations to the facility are prohibited without prior written approval. This may include such things as hanging signs, erecting structures, using tape on walls, doors, floors, etc. City of Forks owned equipment shall not be removed from the facility or loaned to any individual or organization unless prior written approval has been granted.

The City of Forks reserves the right to refuse or revoke any authorization issued for the use of the Rainforest Arts Center, and if rental has been paid, to refund such rental less expense incurred in connection therewith.

**I have read the rules and regulations in this facility use agreement and application and agree with the conditions as established:**

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

OFFICE USE ONLY

Rental amount paid: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Proof of insurance

Deposit amount paid: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Credit card copy  (Tier III only)

Credit card: \_\_\_\_\_ CVV: \_\_\_\_\_ Zip: \_\_\_\_\_

List keys/cards checked out: \_\_\_\_\_

List keys/cards returned: \_\_\_\_\_

Deposit refund amount: \$ \_\_\_\_\_ Date paid: \_\_\_\_\_ Check #: \_\_\_\_\_

If full deposit not refunded, list deductions: \_\_\_\_\_

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