

FACILITY/VENUE RENTAL AGREEMENT

This Facility/Venue Event Rental Agreement (“Agreement”) is made on this ____ of _____, 202_ between:

(the “Renter”), with a mailing address of:

and the **BAINBRIDGE PUBLIC LIBRARY**, a Washington Nonprofit Corporation (“**BPL**”), with a mailing address of P.O. Box 11815, Bainbridge Island WA, 98110.

1. **VENUE.** The Renter agrees to temporarily rent, occupy, and make use of BPL’s Large Meeting Room (main floor of the Bainbridge Island Library, just off the entrance lobby) in accordance with BPL’s Large Meeting Room Rental Procedure, Rates and Application Policy, and this Agreement.

I Agree _____

2. **NON-DISCRIMINATION.** The Renter will not discriminate nor restrict access to the Large Meeting Room and other areas and amenities provide under this rental agreement based on race, creed, color, religion, national origin, age, sex, gender, marital status, sexual/gender preference or orientation, the presence of any sensory, mental, or physical disability and/or any discrimination prohibited by Washington State and/or Federal Law.

I Agree _____

3. **RENTAL PERIOD.** BPL grants Renter access to use (a) the Large Meeting Room, (b) restrooms in the entrance lobby (area between the entrance door to the facility and the door into Library proper), (c) wireless internet access through the library’s public access network, (d) sound system with hearing assistive technology /hearing loop, (e) up to 7 tables and /or 100 chairs, (f) Digital LCD projector, automatic screen, (g) sink, and (h) commercial compost, recycle and landfill bins inside the Meeting Room during the following rental period(s).

RENTAL PERIOD

Date: _____

Start time: _____

a.m.

p.m.

End time: _____

a.m.

p.m.

Date: _____ Start time: _____ a.m. p.m.

End time: _____ a.m. p.m.

Date: _____ Start time: _____ a.m. p.m.

End time: _____ a.m. p.m.

I Agree _____

4. **RENT, DEPOSIT, AND PAYMENT.** To rent the space(s) and amenities provided under this Rental Agreement, the Renter agrees to pay BPL by check, credit card, or PayPal.

I Agree _____

A fifty dollar (\$50.00) per hour rental fee, with a minimum of two (2) hours.

I Agree _____

A non-refundable rental application fee of fifty dollars (\$50.00) payable at the time the signed Rental Agreement is submitted to BPL. This fee will be applied toward rental charges.

I Agree _____

A sixty dollar (\$60.00) refundable key/custodial/damage deposit at the time the signed Rental Agreement is submitted to BPL **only** if any portion of the rental is to occur when the library is closed.

I Agree _____

The Renter will provide payment for any balance remaining for the Rental within ten (10) business days after the beginning of the rental period.

I Agree _____

The signed rental agreement **shall** be scanned and emailed (preferred method) to info@bainbridgepubliclibrary.org or mailed to Bainbridge Public Library, P.O. Box 11815, Bainbridge Island, WA 98110.

I Agree _____

If a payment required by any part of this section is made by check, the signed rental agreement and or checks **shall** be mailed to Bainbridge Public Library, P.O. Box 11815, Bainbridge Island, WA 98110.

I Agree _____

If a payment required by any part of this section is made by credit card or PayPal, the Renter is required to remit a three percent (3%) processing fee in addition to all other payments required by this Agreement.

I Agree _____

PayPal payments and credit card payments shall be made through the BPL web site (<https://www.bainbridgepubliclibrary.org>).

I Agree _____

5. **MAXIMUM OCCUPANCY.** The following maximum limit of attendees will be permitted at the venue at any time, due to fire hazard concerns. Violation of this section will immediately terminate this Agreement under default by the Renter.

Sixty (60) persons, if tables and chairs are used.

Eighty (80) persons, if chairs are used without any tables.

One hundred two (102) persons, if standing (no tables or chairs).

I Agree _____

6. **SET UP.** The Renter is responsible for all set up. Set up shall be performed during the Rental Period. If the Renter will use library LCD projector and/or sound system during the rental:

- Renter is responsible for and **required** to arrange an equipment orientation if Renter has not previously attended an equipment orientation for the operation of LCD projector and/or sound system.
- An orientation may be scheduled by contacting the Meeting Room Coordinator, Debbie Cauthers, 206-866-1250, who will have a BPL approved individual arrange a mutually convenient time for instruction.
- Technical assistance **will not** be made available to the Renter during the Rental.
- Library staff **will not** be asked to provide and/or be responsible for providing assistance to the Renter.
- Renter must supply two (2) new nine (9) volt alkaline or lithium batteries. (Other

- types of nine (9) volt batteries are prohibited.)
- A manual with images showing various connection options can be found in the A/V cabinet in the meeting room.

I Agree _____

If the rental is to occur when the library is closed, the key used to gain entry and lock up after the rental must be obtained by the Renter prior to the beginning of the rental period. The key will be available at the upstairs library service desk at least two (2) days prior to the beginning of the rental period.

I Agree _____

Renter is prohibited from affixing anything to the walls and/or ceiling of the Venue and/or adjacent areas, and the use of tacks, nails, tape, etc., is strictly prohibited.

I Agree _____

Renter is prohibited from using anything except the designated pens provided by BPL for use with the White Boards.

I Agree _____

7. **CONDITIONS OF USE.**

Smoking is prohibited inside the meeting room or anywhere on Library grounds.

I Agree _____

Drug use, flammable materials, candles and other open flames, and firearms are prohibited inside the meeting room or anywhere on Library grounds.

I Agree _____

Alcohol is prohibited inside the meeting room or anywhere on Library grounds.

I Agree _____

Adult chaperones must be present for any function that is attended by anyone under the age of 18 years.

I Agree _____

The Renter is prohibited from requiring attendees to its event to pay an admission fee/charge to attend the Renter's event. Renter may, however, request voluntary donations from attendees.

I Agree _____

The Renter will not use the venue and/or Library property for the express purpose of selling products or services. Selling products such as books, ebooks, software, DVDs, CDs or other items is permitted as an adjunct to the Renter's event.

I Agree _____

The sliding glass door between the meeting room and the Library proper shall remain locked at all times.

I Agree _____

Parking for events that begin before the library opens is in the south Library parking lot of the main entrance on Madison Street (the "green" parking lot farthest south of the main entrance to the Library on Madison). Temporary parking is permitted closer to the building for loading/unloading necessary equipment and materials for the rental. If more parking is necessary, it is the renter's responsibility to arrange for parking with nearby property owners.

I Agree _____

8. **CLEAN-UP.** The Renter is responsible for the cleanup of the Venue during the Rental Period. The Venue shall be given back to BPL in the same condition as at the start of the Lease Period. The clean-up includes, but is not limited to:

- Putting away all tables and chairs.
- Putting away projector, screen, and sound equipment, including all cables and cords.
- Vacuuming the floor.
- Turning off lights in the meeting room and restrooms if leaving after library closing hours.
- Leaving Foyer lights on.
- Making certain the meeting room door is locked before leaving. The outside (main entrance) door must be locked if the Renter is using the library after closing hours.
- Placing the key used to gain entry in the box/container it came in and place the box/container with the key in the book drop-box (outside the main entrance to the building), immediately after locking up and before the Renter leaves the library property, if the Renter is using the library after closing hours.

I Agree _____

9. **INDEMNIFICATION AND HOLD HARMLESS.** The Renter shall be liable for all damages, costs to BPL and attorney's fees resulting from the Renter not returning the Venue to BPL in the same condition as at the start of the Rental Period, including but not limited to: (a) physical damages to the Library, Venue, and/or Library property, and

(b and/or loss of reputation or business opportunities that BPL may incur because of the actions by the Renter or any of the Renter's guests or attendees during the Rental Period.

Additionally, and to the fullest extent provided By Washington Law and except as otherwise provided hereafter, Renter agrees to fully INDEMNIFY, PROTECT, DEFEND, and HOLD HARMLESS BPL, its EMPLOYEES, VOLUNTEERS, BOARD OF DIRECTORS, INDIVIDUAL DIRECTORS, INDIVIDUAL DIRECTORS' FAMILIES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS from and against any and all claims (even if such claims may prove to be false, groundless, or fraudulent), demands, losses, costs, expenses, liabilities, penalties, causes of action and damages of every kind and character (including reasonable attorney fees) which may be asserted by any third party in any way related or incident to, arising out of, or in connection with Renter's and/or Renter's Guest(s), (e.g. invitees, attendees, or any other third party entering onto the BI Library's property as a result of Renter's occupation of BPL's property under this Rental Agreement, including but not limited to: (a) the Renter's or

GUEST'S use of the rental facilities, and/or (b) any negligent, intentional, or wrongful act or omission committed by the Renter or GUEST.

I Agree _____

10. **NO SPONSORSHIP, ENDORSEMENT OR APPROVAL BY BPL.** BPL's agreement to/signature on this Rental Agreement **does not** indicate an endorsement, sponsorship, or approval of the Renter's event or philosophy of the Renter and/or those who are using the Venue. During all activities that are not affiliated with BPL or the Kitsap Regional Library (KRL), the Renter must clearly state verbally or in writing the following disclaimer: "This activity/event is not sponsored, endorsed or approved by the Bainbridge Public Library and/or Kitsap Regional Library."

I Agree _____

11. **DISPUTE RESOLUTION.** Should any dispute or difference arise between the Parties regarding the interpretation, rights, duties, or liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than thirty (30) days before initiating any legal proceedings. If the dispute still cannot be resolved, either party may initiate a legal action in a court in Kitsap County, WA with jurisdiction over the matter. In the event of litigation each Party will bear its own attorney's fees and costs, except as otherwise provided in this Agreement.

I Agree _____

12. **CHANGES, CANCELLATION AND TERMINATION.**

- BPL reserves the right to cancel this Agreement at any time and for any reason upon providing at least seven (7) days' written notice to the Renter.

If BPL cancels this Agreement for reasons other than a breach of this Agreement by the Renter, BPL agrees to refund the Renter any amounts already paid, including the Deposit(s)

The Renter reserves the right to cancel this Agreement at any time and for any reason upon providing written notice, at least seven (7) business days prior to the beginning of the rental period, to BPL. If the Renter cancels this Agreement in accordance with this section, BPL agrees to refund the Renter any amounts already paid, except the non-refundable application fee.

- If BPL is unable to make the Venue available for any reason outside of their control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled by BPL. In such an event, BPL agrees to refund the Renter any amounts already paid, including the Deposit(s).

I Agree _____

13. **GOVERNING LAW.** This Agreement shall be governed under the laws in the State of Washington.

I Agree _____

ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Renter and BPL.

I Agree _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that they are duly authorized and have the legal capacity to execute and deliver this Agreement on behalf of said Party.

Renter's Signature: _____ **Date:** _____

Print Name: _____

Phone Number: _____

Email: _____

Please make a copy of the Agreement signed by you for your files and return the Agreement with your original signature using one of the following methods:

If paying by a check made payable to Bainbridge Public Library, mail the signed Agreement and payment to:

Bainbridge Public Library
Post Office Box 11815
Bainbridge Island, WA 98110

If paying by credit card or PayPal, by either by: (a) mailing the signed agreement to the address above, or (b) scanning and emailing the Agreement to info@bainbridgepubliclibrary.org

BPL's Signature: _____ **Date:** _____

Print Name: _____

Meeting Room Coordinator: Debra Cauthers
Phone: 206-866-1250