

City of Cheney  
609 2<sup>nd</sup> Street  
Cheney, WA 99004

**CITY OF CHENEY, WASHINGTON  
RESOLUTION NO. E-014**

**A RESOLUTION APPROVING THE PURPOSE AND FORM OF A CITY USE  
AGREEMENT FOR PUBLIC PROPERTY**

**WHEREAS**, the City desires to manage and control the use of public property through agreement with individuals and entities; and


**WHEREAS**, to facilitate such use of public property, the City is desirous of adopting a form Use Agreement to be approved by the Mayor that provides for the efficient use and control of public property; and

**WHEREAS**, the "Facility Use Agreement – City of Cheney" is approved by the City Council as the form agreement to be entered into by and between the City and individuals, groups or organizations that use and occupy public property for the purposes set forth in the agreement.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Cheney by majority vote hereby authorizes for the use of public property, the Mayor or designee may execute the "Facility Use Agreement" and modify the same, as reasonably necessary, provided such modifications do not substantially change the terms or conditions contained in the agreement

**ADOPTED**, on this 24<sup>th</sup> day of January, 2012 by the Cheney City Council at their regularly scheduled council, meeting at Cheney Council Chambers, 609 2<sup>nd</sup> Street, Cheney, WA 99004.

  
\_\_\_\_\_  
Tom Trulove, Mayor

Attest:  
  
\_\_\_\_\_  
Cynthia L. Niemeier, City Clerk

**USE AGREEMENT  
CITY OF CHENEY**

This Agreement is made and entered into by and between the City of Cheney, a municipal corporation of the State of Washington, as "City" acting through the Mayor and/or City Parks Director and \_\_\_\_\_ whose address is \_\_\_\_\_ as "Licensee".

In consideration of the following terms, conditions and covenants, the parties agree:

1. Purpose. This Use Agreement licenses and grants permission to use public property or facilities that are owned or controlled by the City of Cheney, hereinafter, "Premises."
2. Event. The City authorizes Licensee to use and occupy the Premises for the event described in the Facility Rental Application attached as "Attachment A".
3. Dates and Schedule. Licensee shall be permitted to use and occupy the Premises on the dates and times described in the Facility Rental Application.
4. Use Fees. Licensee shall pay to the City a use fee of: \$ \_\_\_\_\_, by certified check or other form acceptable to the City. If Licensee fails to pay the use fee (and security deposit required in Section 5) by \_\_\_\_\_, 2012 the City may cancel the event.

5. Deposit/Liquidated Damages for Cancellation.

A. At the time the use fee is paid, Licensee shall also pay a security deposit of \$100 for events not distributing alcohol and \$300 for events in which alcohol will be distributed on the Premises. The deposit shall be held by the City, without interest accruing, as security to secure full performance of Licensee's obligations including payment of all fees and damages to the Premises. The deposit is not a limitation upon any City claim for damage.

If Licensee cancels the event, the City may declare a default and Licensee shall pay to the City the security deposit, as liquidated damages for loss of use fees. The above amount of liquidated damages is agreed to be a reasonable forecast of the damages which would be suffered by the City.

6. Indemnification/Waiver. Licensee shall indemnify and hold harmless the City from any and all claims and expenses for loss or liability made against the City by any person or entity for personal injury or property damage that results directly or indirectly from any act, incident or accident occurring in, upon or about the Premises as a result of the acts, errors or omissions of the Licensee, its agents or event patrons, or arising in connection with the operations, use and occupancy of the Premises by Licensee, its agents or event patrons. Licensee further waives all claims against the City on the account of any loss, damage, injury from whatever cause which may occur to it or its property in the use and occupancy of the premises, the delivery of this waiver being one of the considerations upon which this agreement is accepted.

7. Damage. Licensee shall reimburse the City for all damages to the Premises and City property as a result of the acts, errors or omissions of Licensee, its agents or event patrons.

8. Minimum Support Personnel. If deemed necessary by the City, the Licensee agrees to employ at its sole cost, expense and liability, such minimum security, admission and support personnel as deemed necessary to assure the safety of the event patrons and the Premises.

9. Copyright/Trademark. Licensee warrants on its own behalf and on the behalf of any performer or any other person permitted by Licensee upon the Premises, that all material presented, heard or shown has been duly licensed or authorized by the owners of any copyright or trademark. Licensee acknowledges sole responsibility for payment of any royalty fees and agrees to indemnify and hold harmless the City, their agents and employees for all claims and attorney fees that arise through a trademark or copyright dispute.

10. Concessions and/or Food & Beverage Distribution. Any concessions or food distribution shall be in compliance with all Spokane Regional Health District Rules. Any distribution of alcohol will require additional insurance and shall be in compliance with Washington State liquor laws and regulations. Licensee will provide proof of all applicable permits to the City prior to the event.

12. Insurance. In all events where alcohol is distributed the Licensee is required to procure and maintain additional liability insurance as listed below. Licensee will provide proof of insurance prior to the event.

(a) Commercial or Comprehensive General Liability with a limit of no less than \$1,000,000.00 per occurrence in the annual aggregate for bodily injury, property damage and personal injury including premises and operations, products and completed operations and contractual liability. The City of Cheney shall be named as an additional insured.

13. Special Conditions. In connection with the use and occupancy of the Premises, Licensee agrees to comply with the Facility Rental Policy, Facility Rental Decoration Guidelines and any other conditions required by the City.

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2012.

City of Cheney

Licensee

By: \_\_\_\_\_

\_\_\_\_\_  
City Parks & Recreation Director, Paul Simmons

Name: \_\_\_\_\_

## ATTACHMENT A

- (a) Facility Rental Application;
- (b) Facility Rental Decoration Guidelines;
- (c) Facility Rental Policy; and
- (d) Special Conditions for Use, as follows:

[List Special Conditions] or acknowledge “not applicable”.



## CITY OF CHENEY

615 4<sup>th</sup> St., Cheney, WA 99004

Phone: (509)498.9250, Fax: (509)498.9289

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# FACILITY RENTAL DECORATION GUIDELINES

All decorations must be approved in advance of the Event.

## A) Considerations for approval of Decorations

### 1) Safety -

- Decorations must be safe and not present a safety hazard. This includes but is not limited to blocking doorways, hallways or exits, creating a potential fire hazard (ie. lights wrapped in tuelle), emitting smoke or chemicals which may be harmful to occupants, set off smoke or fire alarms or use of substances that present a slip hazard.
- Temporary structures must not potentially cause injury to guests or damage to City Premises or Equipment. Permissible temporary structures are to be made of lightweight materials or be constructed in such a manner as to eliminate risk of injury or damage.
- Temporary stages are not permitted unless specifically approved. Platforms, which are at or slightly above ground level, may be allowed upon approval of the Parks & Recreation Staff.

### 2.) Cleanup

- Decorations which are difficult (and costly) to cleanup such as glitter, confetti, writing or markings on floors or walls, are not permitted.

### 3.) Damage

- Decorations which may damage the Premises are prohibited. This includes tacks and screws affixed to walls or floors, use of tape other than "blue painters tape", leaning objects against the walls, placing or sliding heavy objects across the floors or use of pools or fountains which have the potential to leak water or other liquid. Tack strips may be used to hang/post documents, signs or decorations.

### 4.) Decorations permitted

- Ribbon, flowers, vases, scattered flower blooms, crepe paper, fabric (such as tulle, etc.), blue painters tape, paper, cardboard, foam board, UL approved decorative lights, string, fishing line, balloons.
- Decorations are to be placed no higher than may be reached by use of a 6' step ladder. Standing on tables, chairs or other objects or throwing weighted ropes through ceiling beams is not allowed. No decorations may be hung from light fixtures, beams or trusses.
- A variety of other decorations may be permitted. Please consult with Parks and Recreation Staff.

5.) *Materials, Items and Equipment specifically prohibited*

- Rice, birdseed, soap bubbles, slippery substances, glitter, “silly string”, candles which are not fully enclosed in pre-approved containers, glue, tacks, nails, screws, adhesive foam tape, Tiki torches, fog machines, dry ice or other smoke emitting devices.
- Propane tanks and other portable, flammable gases or materials are not permitted in the building.
- Fountains or swimming pools or other vessels containing more than 5 gallons of water, animals (including fish) inside the building, inflatable “bouncing” houses or trampolines are not permitted. Metal containers such as animal stock tanks, are not permitted.

6.) *Temporary Equipment*

- Temporary equipment such as roasters, ovens, or other equipment for cooking, is permitted only outside the building and must be 25 feet or more from the exterior walls. Generally, such use will be in the parking lot.
- Plastic containers to hold ice and keep beverages cool shall be leak proof and contain no more than 5 gallons of liquid.

7.) *Submittal of Decorating, Temporary Structure, Temporary Equipment Plan*

- Licensee must submit a decorating plan for pre-approval. Guests are encouraged to contact City Parks and Recreation staff before purchasing or renting decorations, temporary structures or temporary equipment which may be subject to disapproval.

8.) *Exceptions require approval of Director of designee*

- Special requests should be made in writing to the Parks and Recreation Director

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Non-compliance with these Decoration Guidelines may result in the loss of the damage deposit, to include a charge for cleaning or restoring the City Premises and facilities.

By using City property and facilities, the above Decoration Guidelines are understood and mutually accepted by Licensee and the City.



## CITY OF CHENEY

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# FACILITY RENTAL POLICY

**RESERVATIONS:** Reservations may be made in advance but no later than 14 days prior to the event unless otherwise agreed. The Cheney Parks & Recreation Department accepts reservations 1 year in advance for weddings and receptions and 3 years in advance for business or corporate events.

**AVAILABILITY:** Setup and cleanup is included in the total rental period. Access to the Premises is limited to the start and end times listed on the Use Agreement.

You will be responsible for the entire use fee, even if the event ends early. Rentals that extend beyond scheduled hours are subject to staff availability with corresponding fees.

**RATES:** Use fees are reviewed and approved by the Cheney City Council. Current rates can be found in the information packets or through the Parks & Recreation Department at 509-498-9250.

All fees must be paid 14 days in advance of the event.

**PAYMENTS:** Payments can be made with Visa, MasterCard, check or cash.

**DAMAGE DEPOSITS:** All deposits must be submitted with a Use Agreement. The damage deposit is NOT applied to the use fee. Deposits are refunded in full after the use date if there are no additional charges. Please allow up to 7-10 business days for processing through the City of Cheney's Finance Department.

**DECORATIONS:** Please refer to Decoration Guidelines for restrictions.

Decorations need to be set up and taken down during the use period. Decorations cannot be left overnight. The City of Cheney Parks & Recreation is not responsible for any decorations. If food and/or decorations are left behind, the damage deposit maybe forfeited.

**SUPERVISION OF CHILDREN:** Children must have adult supervision at all times in the Premises and other facility locations. Failure to supervise children may result in cancellation of the event or assessment of additional staff charges payable through the damage deposit.

**SMOKING:** Washington State law prohibits smoking within 25 feet of the building.

**FOOD:** Self Catering/Potlucks are allowed. You must provide the Parks & Recreation Department your food handlers permit if food is being served.

**ALCOHOL:** All rentals that allow alcohol require additional insurance to include naming the City of Cheney as an additional insured in the amount of \$1 million dollars. You must also provide the Parks & Recreation Department with a banquet permit. All alcohol must be consumed inside the building.

**SETUP OF TABLES & CHAIRS:** The use of tables and chairs are included for your event. Inside furniture is not allowed to be taken outside.

**CLEANUP:** Failure to clean up, as follows, will result in the loss of all or part of your damage deposit.

- **DECORATIONS:** Everything you bring in must be removed at the end of your event.
- **GARBAGE:** Place all garbage in receptacles. City staff will empty garbage cans. Extra trash receptacles are available upon request.
- **TABLES AND CHAIRS:** Damp wipe tables and chairs and store where requested.
- **FLOORS:** Floors must to be swept and mopped, items will be provided.
- **KITCHEN COUNTERS AND SINKS:** Damp wipe counter tops and clean food debris from sinks.
- **DISHES:** Load, operate and remove dishes from the dishwasher. All dishes need to be put away in the correct places.

**AUDIO/VISUAL EQUIPMENT:** Audio/visual equipment is available in the multi-purpose room and the conference meeting room at no extra cost. The Cheney Parks & Recreation staff will set up the equipment. There will be no on-site technical support.

**SOUND SYSTEM:** There is one in house sound system available in the dance studio. Prior arrangements should be made.

**INTERNET ACCESS:** There is no on-site wireless internet available.

**VIOLATIONS:** If you or anyone in your group violates City rental policies, the contact person you selected will be advised. Excessive intoxication or abusive behavior towards our staff can result in a revocation of your use agreement and your group will be asked to leave the Premises. Upon such occurrence, all fees and deposits will be forfeited.

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Non-compliance with this Rental Policy may result in the loss of the damage deposit.

By using City property and facilities, the above Facility Rental Policy is understood and mutually accepted by Licensee and the City.





# CITY OF CHENEY

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## CITY OF CHENEY FACILITY RENTAL APPLICATION

**CONTACT INFORMATION:**

CONTACT PERSON	PHONE	EMAIL
NAME OF ORGANIZATION	MAILING ADDRESS	

**EVENT INFORMATION:**

NAME OF EVENT/PURPOSE OF EVENT	ESTIMATED ATTENDANCE
EVENT DATE (S) (PLEASE LIST BELOW)	TOTAL RENTAL TIME <small>(include time before and after for setup and cleanup)</small>
	ACTUAL MEETING/EVENT TIME

WILL ALCOHOLIC BEVERAGES BE SERVED? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 (If yes, please provide a copy of the banquet permit)

WILL FOOD BE SERVED? \_\_\_\_\_ YES \_\_\_\_\_ NO      FOOD HANDLERS PERMIT # \_\_\_\_\_

**SPACE REQUESTED: (please check the appropriate box)**

- MULTI-PURPOSE ROOM     
  KITCHEN ONLY     
  EARL HILTON JR. SENIOR ROOM     
  DANCE STUDIO  
 COMMUNITY MEETING ROOM     
  YOUTH CENTER     
  CITY HALL AUDITORIUM

**PAYMENT METHOD:**

CASH     
  CHECK     
  CREDIT CARD # \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

**OTHER SPECIAL REQUEST (DECORATIONS ETC. PLEASE SPECIFY):**

Damage deposit must be submitted with a Use Agreement and all fees must be paid 14 days in advance of the event. The permit applicant(s) is responsible for any damages occurring to the City property and for any clean-up or additional expenses due to the event.

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

APPROVAL SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

USE AGREEMENT WITH POLICIES SENT: \_\_\_\_\_ (DATE).