



## **CITY OF REPUBLIC** **CITY COUNCIL CHAMBERS USE AGREEMENT**

### **Public Facilities Rental Regulations**

- A. Permitted Uses. The council chambers will be open for uses which are compatible with the nature of the city council chambers. Such uses include but are not limited to:
1. Seminars, programs, clubs, or associations;
  2. Passive educational or passive instructional classes;
  3. Any use not listed herein is subject to consideration by the city council.
- B. Non-Permitted Uses. In order to promote pleasant and efficient working environment for the city council and in order to protect city facilities, the following uses will not be permitted. These uses include but are not limited to:
1. Any activity which involves the use of paint, clay, sand or any other material that may be spilled and create a mess that would be difficult to clean up;
  2. Any activity which involves the use of flammable or explosive materials;
  3. No fund raising events will be allowed, except as outlined in subsection C of this section.
  4. Political Party Meetings
- C. Fund Raising Activities. Fund raising activities may only be conducted by community nonprofit organizations which have been in continuous operation for at least one year. Proof of status may be requested at the discretion of the city clerk.
- D. Use Hours. The chambers will not be available for use during any scheduled city meetings or sessions. All non-municipal uses of the chambers are subject to cancellation at any time if the city deems that it is necessary for the city to use the chambers during the same time period.
- E. User Fee. There shall be set by resolution of the city council a user fee for the use of the chambers and a facilities deposit. The deposit will be refunded to the user following verification by the city that no damage has occurred. The Republic city council by a majority vote may waive any fees or deposit that may be assessed by resolution.
- F. User Responsibilities. It shall be the responsibility of the user of the meeting room to conduct their meeting in a manner that does not interfere with the use of other sections of the buildings by other persons. It shall also be the user's responsibility to clean the premises upon the conclusion of their meeting. The city reserves the right to deny meeting privileges to any group that fails to meet these responsibilities. The city shall retain so much of the security deposit as is necessary to cover any costs to the city for repairing or cleaning the premises. The user shall remain liable for any costs incurred by the city for cleaning and repair beyond the deposit amount.
- G. Rules. Smoking is prohibited within the interior structure of any city facility and twenty-five (25) feet from any public entrance. Maximum occupancy as posted shall not be violated. The city reserves the right to institute additional rules regarding use of the meeting rooms. Failure to observe any rules regarding use of the meeting rooms may result in denial of future use or the requirement for additional damage deposits prior to allowing future use.

**APPLICATION**

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Total Days will be in use: \_\_\_\_\_ \*\*Attach a calendar with schedule

Usage Date(s): \_\_\_\_\_ to \_\_\_\_\_

*By signing I agree to comply with the Public Use Rental Regulations.*

Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

\*\*\*\*\*

**FOR OFFICE USE ONLY**

Received by: \_\_\_\_\_

Received on: \_\_\_\_\_

Reserved: Yes  No

Added to Calendar: Yes  No

Indemnity and Hold Harmless Agreement Completed: Yes  No

Hold Harmless/Indemnity Signed: Yes  No

# INDEMNITY AND HOLD HARMLESS AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_.

By and between the City of Republic, a municipal corporation of the State of Washington, hereinafter referred to as "City" and \_\_\_\_\_, hereinafter referred to as "Indemnitor".

WITNESSETH:

**WHEREAS**, Indemnitor is desirous of utilizing certain property belonging to the City, which property is \_\_\_\_\_; and

**WHEREAS**, City is willing to allow Indemnitor the right to use said property subject to the terms and conditions of this agreement and as long as Indemnitor complies with all federal, state, or city laws, regulations, ordinances or requirements; and

**WHEREAS**, said grant of use is also conditioned upon Indemnitor executing the Indemnity and Hold Harmless Agreement, and naming City on any liability insurance policies purchased for such purpose, and providing proof of said insurance to City.

**NOW THEREFORE**, in consideration of City allowing Indemnitor use of the above described property,

## IT IS HERBY AGREED BY INDEMNITOR AS FOLLOWS:

1. City assumes no liability for any activities on the property described in paragraph two (2).
2. Indemnitor shall comply with all federal, state, or city laws, regulations, ordinances or requirements.
3. Indemnitor, with the intention of binding Indemnitor, its officers, agents, employees, and participants, voluntarily and knowingly releases and discharges City from all claims, demands, actions and judgments that it or they have, or may have, or that anyone claiming through or under them may have or claim to have against City, created or in any way arising out of this agreement or the activities of any of the parties hereto on said property. Indemnitor further agrees, for good and valuable consideration as set forth herein, to indemnify and hold harmless City from all claims, demands, actions and/or judgements, and from all demands of every kind and nature whatsoever that may be claimed or accrued by reason of the use or occupancy of said property that may be created by or arise directly or indirectly by the use or occupancy by Indemnitor, its officers, agents, employees or participants.

**IN WITNESS WHEREOF**, Indemnitor has signed this agreement by day and year first above written.

**INDEMNITOR:**

\_\_\_\_\_  
Signature

**CITY PERSONNEL**

\_\_\_\_\_  
Signature

## **HOLD HARMLESS/INDEMNITY**

I, \_\_\_\_\_, indemnify, hold harmless and defend the City and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the City as a result of loss, damage or injury to person or property by reason of my actions or omission by myself for the purpose of \_\_\_\_\_ (Name of activity)

The undersigned, its officers and employees, shall through the signing of this Agreement, indemnify, hold harmless and defend the \_\_\_\_\_ (City) from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgement of every name and description against the named individual as a result of loss, damage or injury to person or property by reason of any actions or omission by the City, its agents or employees, for the purpose of fulfilling the terms of this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date