

BRICKWORKS

Facility Rental Application & Agreement

Please review this Agreement carefully, then sign and return with your deposit.

Renter contracts with the San Juan Islands Agricultural Guild (the "Ag Guild") to use the following Brickworks facilities: ___ Outdoor Plaza, ___ Building, ___ Kitchen, and/or ___ A/V Equipment (*Check each*) (collectively "the facilities").

EVENT DETAILS: Date of Event(s): _____

Name of Organization or Individual (Hereinafter "Renter"): _____

Renter's Authorized Agent for this Agreement: _____

Authorized Agent's Address: _____

Authorized Agent's Phone: _____ Authorized Agent's E-mail: _____

Name of Event: _____

Time Event is to Begin: _____ Time Event is to End: _____

Time Set up is to Begin: _____ Cleanup to be completed by (time): _____

The Renter agrees to designate one person to be in charge while at Brickworks. The person in charge must be present during the entire event and insure that the facilities are cleaned up after the event and returned to their starting condition. If different from the Authorized Agent, please include the name of the person in charge during the event:

Name: _____; Home/Cell phone: _____; E-mail: _____

CHARGES:

Rental fee: \$ _____ (Payable to *SJI Agricultural Guild*, PO Box 1945, FH, WA 98250 **10 days in advance**).

Cleaning fee: \$ _____ (Cost depending on event and facilities used. Payable **10 days in advance**).

DEPOSIT: A deposit in the amount of \$200 shall be paid **to secure the availability of the facilities**. The deposit shall be returned within ten days of the event, upon inspection of the facilities. If the facilities are not left in their starting condition, and the Renter has opted not to pay a "cleaning fee," the Ag Guild reserves the right to pay for cleaning/repair, in its discretion, and to withhold such cost from the deposit and charge additional costs as needed.

POLICIES: Renter is required to use the building & grounds responsibly and adhere to the attached Policies and Procedures, and to all state and local laws, including fire, safety and health codes, and state liquor laws.

AG GUILD'S LIABILITY: The Ag Guild assumes no liability for loss, theft, property damage or personal injury related to the use of the facilities. Renter will be held responsible for payment of any and all damages to the building, furnishings, fixtures or equipment, whether caused by the Renter or attendees at Renter's event, beyond damage deposit.

SIGNATURE, RELEASE, AND IDEMNIFICATION AGREEMENT (*Please Initial Each*):

In consideration of Renter's use of the facilities, Renter agrees as follows:

___ I certify that I am a duly authorized agent of the Renter. I understand that it is my responsibility to read and abide by the attached Policies and Procedures governing the use of the facilities. I have received a copy of those policies.

___ I understand that the Renter's use of the facilities involves inherent risks of injury, including tripping, falling, stumbling, and other such incidents that may result in physical injury, as well as inherent risk of loss of personal property. On behalf of Renter, I voluntarily assume all the risks associated with Renter's use of the facilities and I release, hold harmless and indemnify the Ag Guild and its employees, agents, officers, directors, and volunteers from and against any and all liability, claims, demands and actions, including for negligence, known or unknown, arising out of or related to any loss, damage, or injury, including death, to persons or property arising out of Renter's use of the facilities, including the Ag Guild's attorney fees and costs to defend against such claims. This expressly includes my own claims, demands, and actions, as well as any third party claims, demands and actions brought for property damage or personal injury that may arise directly or indirectly from Renter's use or rental of the facilities.

___ I further agree to indemnify, save and hold harmless the Ag Guild, from any loss, liability, damage, attorney fees or costs it may incur as a result of Renter's use of the facilities. I agree to be responsible for the full cost of any damage to the facilities including the building, furnishings, or equipment, caused by Renter or attendees at its event.

I certify that I have read, understand, and accept the conditions set forth in this Agreement.

Signature of Renter Authorized Agent

Date

I hereby personally guarantee the above obligations on behalf of Renter if Renter is an organization.

Signature: _____ Print Guarantor's Name: _____