

BRICKWORKS

2018 Facility Rental Application & Agreement

Please review this Agreement carefully, then sign and return with your deposit within 14 days of inquiry.

Renter contracts with the San Juan Islands Agricultural Guild (the "Ag Guild") to use the following Brickworks facilities:

(Circle areas to be rented) **Outdoor Plaza** **Building** **Kitchen** **A/V Equipment**

EVENT DETAILS: Date of Event(s): _____
Name of Organization or Individual ("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:** _____

Event will include (circle one) **NO Alcohol** **SERVING Alcohol** **SELLING Alcohol**

Alcohol? Read Brickworks Policies pertaining to alcohol. Who is responsible to acquire permit and insurance?

Name _____ **Contact info if different from above** _____

CHARGES:

Rental fees: \$ _____ **Payable to SJI Agricultural Guild, PO Box 1945, FH, WA 98250 30 days in advance.**
Janitorial fee: \$ _____ All rentals start with basic \$55 required janitorial fee. (Optional janitorial services are available.)

DAMAGE DEPOSIT: A deposit in the amount of **\$300** shall be paid **to secure the availability of the facilities within 14 days of inquiry.** Please be aware that your deposit check will be deposited and may **not** be used in payment of rental fee. The deposit amount shall be returned within **30** 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 out of an optional cleaning service, 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.

Deposit Return Check should be made out to: _____

POLICIES: Renter is required to use the building & grounds responsibly and adhere to the attached Policies and Procedures (below), 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 INDEMNIFICATION AGREEMENT (Please Initial Each): 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. I hereby personally guarantee the above obligations on behalf of Renter if Renter is an organization.

Signature of Renter/Guarantor Authorized Agent

Date

Date

The Brickworks Facilities Rental Policies

1. GENERAL –The rental facilities at Brickworks are comprised of: Building, Commercial kitchen, Plaza (including green space and stage), all to be rented separately. The Building and Plaza may be rented together, at discount in price. The kitchen is available for use to a Renter of the Building at an additional charge. The Ag Guild reserves the right to rent the Building and Plaza to different Renters on the same day. Brickworks rentals are granted on a first-come, first-serve basis. The Ag Guild reserves the right to reject rental applications and to cancel any scheduled use in the event of an emergency.

2. RENTER/CONTRACTING PARTY - Renter must be 18 years of age or have an Authorized Agent sign the contract and be available during the event. The Renter or Authorized Agent is responsible for payment of fees, deposits, losses caused by damage or theft, and for obtaining additional required local, state or federal permits.

3. SCHEDULING/RESERVATIONS – Scheduling must be confirmed by the Brickworks Manager. The facility can be reserved up to twelve months in advance subject to possible rate increases. A reservation should be made a minimum of ten days in advance of an event; if less than ten days prior to the event, applications will be considered on a case-by-case basis.

4. PAYMENT - Payment of a \$300 Damage Deposit must be received within 15 days of inquiry. Payment in full is required 30 days prior to the event. If scheduling within 30 days of an event, the Damage Deposit and the full fee are due immediately. Payment shall be made to: *the San Juan Islands Agricultural Guild*.

5. SMOKING/ALCOHOL – Smoking is prohibited inside the facilities. Smoking is allowed outside near receptacles. Consumption of marijuana or any illegal drugs in any form is also prohibited at all Brickworks facilities/grounds. Renters who plan to serve alcohol are required and independently responsible to obtain any and all permits required by the Washington State Liquor Control Board, and must post such permits at the event. The Ag Guild is not responsible for Renter's use or serving of alcohol at the facilities or the Renter's violation of any state or federal laws related to the same. Any event where alcohol will be served, the renter must provide a copy of the Washington state license and proof of liability insurance coverage for alcohol sales to the Ag Guild ten (10) days prior to event (see below for insurance requirements).

6. INSURANCE – The Ag Guild strongly encourages Renters to have or obtain liability insurance for any event held at Brickworks facilities, as the Ag Guild's liability insurance will not cover actions or omissions by Renter or at Renter's event. The Ag Guild reserves the right to require a Certificate of Insurance providing one million dollars coverage per occurrence with the Renter listed as the insured and the Ag Guild listed as a co-insured for use of Brickworks facilities, as it determines appropriate. *The Ag Guild requires a Certificate of Insurance providing one million dollars coverage per occurrence and with the Renter listed as the insured and the Ag Guild listed as a co-insured for any long-term lease of the Brickworks facilities, for commercial use of the Brickworks facilities, or for any Renter's event at which alcohol will be served.*

7. PARKING/ PLAZA USE –Use of the Plaza (including green space and stage) is restricted to the current Renter of the Brickworks Plaza. Parking at Brickworks is restricted to the current Renter of the Plaza and/or Building and their guests or event attendees, on a first-come, first-served basis, unless otherwise agreed by the Ag Guild.

8. EQUIPMENT – Tables, chairs, dishes, glassware, and silverware may be available with rental of the facilities. A/V equipment may be available with rental of the facilities upon request and may incur an additional charge. Renters are responsible for providing or making arrangements for all special needs and/or

equipment needed, subject to approval by the Ag Guild. All set up, deliveries, clean up, and equipment removal must be done within the rental timeframe or additional charges will apply.

9. CLEAN UP – A mandatory janitorial fee will be charged in order to ensure that the premises is left in a satisfactory and secure condition. Renter is required to return the premises to a neat, clean and undamaged condition comparable to that in which it was found, including returning any of Brickwork's equipment to the location in which it was found. All garbage and recycling should be disposed of in the appropriate bins provided at the Brickworks Facilities. Glitter, confetti, uncooked rice and birdseed are permitted ONLY IF the Renter notifies the Brickworks Manager and agrees to thoroughly clean up any such items. Clean-up must be completed within the rental time block. Any overtime use shall be charged to the user in full hour increments.

Failure to clean the facilities to the Ag Guild's satisfaction or damage to the premises will result in withholding of part or all of the Deposit, and can result in additional charges. If the Renter prefers not to be responsible for cleaning of the premises, optional cleaning services are available for an additional charge.

10. DEPOSIT REFUND – The Deposit will be refunded to the Renter via mail within 30 days of the event, subject to inspection by the Ag Guild and determination whether any amounts shall be withheld for cleaning, repair, or to cover time overages at the facilities not included in the rental agreement. To ensure refund of the full Deposit the Renter should:

- Vacate the facility on time and without damage.
- Dispose of all food, trash, litter and/or debris and remove all materials, as mentioned in item #9.
- Sweep and if necessary mop the Building premises.
- Remove all decorations and/or signs.
- Return all Brickwork's equipment to its proper location.

11. CONDUCT – All activities shall be conducted in a civil, respectful manner and applicable state and local laws. Renters providing false or misleading information to reserve the facility, being disruptive, or causing damage may be asked to leave and/or denied subsequent use of the facility.

12. SECURITY – Renters are responsible for the security of all personal items of all persons attending a Renter's event or otherwise present during rental of the facilities. The Ag Guild is not responsible for security of the Renter's attendees and may require the Renter to obtain security acceptable to the Town of Friday Harbor and Brickworks, depending upon the type of event. Costs incurred to acquire security services are the responsibility of the Renter.

13. CANCELLATION – Renter may cancel up to thirty (30) days before event to receive a full refund. Cancellations less than thirty (30) days prior to event results in the withholding of the \$300 Deposit. Cancellation less than ten (10) days prior to the event will result in Renter being charged the full rental fee.

Contact us: info@fhbrickworks.com (360) 378-0095

Thank you for renting Brickworks. We wish you a safe and successful event.