

**CITY OF SEDRO-WOOLLEY COMMUNITY CENTER  
RULES FOR USE AGREEMENT**

1. **PERMITTED USES**

The Community Center will be used for social functions such as parties, class reunions, wedding receptions and other similar activities. No retail sales or other profit making activities shall be permitted unless they are carried out by a non-profit organization. Said organization must show proof that it has non-profit status. Any activity not mentioned above will require Council approval. The City reserves the right to deny usage to any person or organization.

2. **RESERVATIONS**

The Community Center and buildings may be reserved for the periodic and temporary use of the residents and groups within the City of Sedro-Woolley. Reservations must be made in person at the Finance Director's Office, where a calendar of such reservations will be maintained. Reservations may be made up to one (1) year in advance of the reserved date.

3. **RENTAL FEES**

Rental fees for use of the Community Center are as follows:

	<b><u>RESIDENT</u></b>	<b><u>ALL OTHERS</u></b>	<b><u>COMM. GROUP</u></b>
Monday - Thursday	\$225.00	\$375.00	\$150.00
Friday - Sunday	\$275.00	\$425.00	\$150.00

If alcoholic beverages, live music or dancing are provided at the Community Center, the fees will be as follows

	<b><u>RESIDENT</u></b>	<b><u>ALL OTHERS</u></b>	<b><u>COMM. GROUP</u></b>
Monday - Thursday	\$475.00	\$625.00	\$250.00
Friday - Sunday	\$525.00	\$725.00	\$250.00

Rental fees must be paid at the time the reservation is made. If the reservation is not cancelled in writing at least 60 days before the reservation date, it will not be refunded. The City Council may waive these fees upon showing of good cause, provided that there shall be a minimum fee of twenty-five dollars for utilities if the kitchen is not used, and fifty dollars if the kitchen is used.

An additional fee of \$50.00 will be charged for the use of the audio/visual equipment.

4. COMMUNITY GROUP ELIGIBILITY

To be eligible to receive the rates for community groups (Rate table under SWMC 12.36.030); the person, group or organization must submit a request to and receive approval from the mayor or designee. To approve the reduced rate, the mayor or designee shall find that the group meets the definition of a community group and that the event provides a benefit to the citizens of the City of Sedro-Woolley. Such decision shall be final.

Definitions:

- (1) "Community groups" means those civic organizations located within the City of Sedro-Woolley.
- (2) "Resident" means a person who resides within the corporate limits of the city of Sedro-Woolley, a property owner as shown on the Skagit County assessor's rolls who owns real estate within the corporate limits of the city of Sedro-Woolley or a business that includes a permanent physical location within the corporate limits of the city of Sedro-Woolley.
- (3) "All others" means any person, group or organization that does not categorically fall into any other definition herein.

5. TIME LIMITS

Persons or groups using the Community Center must be out of the premises as follows:

<b>Monday through Thursday</b>	<b>11:00 pm</b>
<b>Friday through Sunday</b>	<b>12:00 midnight</b>

*Please note — Community Center must be cleaned and locked by the above time(s).*

6. SECURITY DEPOSIT

After use of the Community Center, it must be cleaned up and restored to the City in the same condition as found by the user. The person renting the reservation shall be liable for any cost of cleanup and repair of damage. A security deposit in the amount of the greater of:

- a. \$1,000.00 if alcohol is served or permitted;
- b. \$1,000.00 if dancing or live music is permitted;
- c. \$1,000.00 if the audio/visual equipment is rented; OR
- d. \$ 100.00 if alcohol, dancing and live music are not permitted.

Deposits must be paid no less than three (3) days prior to the event. This deposit may be in the form of cash. All or a portion of this deposit may be retained if the premises is not cleaned and restored to its original condition or if there is any damage to the premises, furnishings, exterior premises, or equipment including but not limited to the audio/visual equipment.

This remedy is cumulative, and in addition to any other remedy or cause of action provided by law or agreement. Each group shall have the use of the Community Center as long as they conduct their activities in a lawful manner either inside or outside said building, so as to not interfere with neighboring property owners. The City shall have the right to revoke all privileges if warranted by complaints of excessive noise or any other valid complaint. Complaints against any user of the

Community Center, or violation of any City ordinance, shall be grounds for forfeiture of privileges and forfeiture of security and damage deposit.

Renter is responsible for leaving the facility in clean, broom swept condition, with garbage removed as indicated in the rental agreement. Any required cleaning, as determined by the City, shall be charged to the renter in the amount of \$50.00 per hour.

7. **KEY**

**All Community Center keys shall be returned no later than noon of the next working day following its use. Any user not returning a key will be charged the actual cost of re-keying the building and replacing all keys.** All entrances will be secured and locked when the room and building are left at the conclusion of the event being held.

8. **FACILITY MONITOR/SECURITY**

For any event in which alcoholic beverages, live music or dancing are to be allowed or provided, **notice must be given at least (10) days in advance of such activity.** The user must pay an additional fee of twenty-five dollars for each hour of use (*minimum four hours*); *includes all time from set-up to cleaning.* **This fee shall be paid to the City at least three days prior to the event, based upon the anticipated hours of use as determined by the mayor or designee and will not be refunded once the use commences.** Additional charges for use beyond the amount paid for in advance will be assessed at a rate of fifty dollars per hour; no refunds will be given for use that is less than the amount paid for in advance.

**The Mayor may, in his/her reasonable discretion, require the user to pay an additional fee equal to the hourly cost of overtime pay plus benefits and assessments for two police officers, for each hour of anticipated use (for a minimum of four hours each), as determined by the Mayor or his designee. This fee shall be paid to the City at least three days prior to the event, and will not be refunded once the use commences, regardless of the actual hours of use.**

The Police Chief or his designee and the facility monitor shall have the authority to terminate use privileges at any time for good cause. "Good cause" shall include the existence of any condition which threatens the safety of life or property. In such event, no portion of the fee shall be refunded. Any user whose privileges are terminated under this provision shall be barred from renting the facility for a period of ten (10) years following the termination.

**If alcoholic beverages are to be served, a State Banquet Permit must be obtained from the Washington State Liquor Control Board at [www.liq.wa.gov](http://www.liq.wa.gov) and that will require authorization by the Sedro-Woolley Police Chief at least three (3) days in advance of its intended use.**

9. **POSTING OF NOTICES**

Devices for posting of notices, etc. shall only be used upon the express consent of the Center's

Manager for any program to be held in the building.

#### 10. PARKING

Parking for use of the Center shall be confined to the parking lot immediately east of the Center building and to lawful parking on public streets. *No parking permitted in the Immaculate Heart of Mao) Church lot north of the Center without prior written approval of said church.*

**VEHICLES MAY BE TOWED.**

#### 11. CLEANING

All cleaning shall be done at the end of the event. If alcohol, live music or dancing is permitted the renter(s) will contact the facility monitor at least one week before the designated event and be informed of their responsibilities concerning clean up procedures. The facility monitor will in turn contact the City should there be any problems concerning the condition of the center after the event. Cleaning charges will be deducted from the damage deposit if necessary.

- Tables and chairs shall be put away.
- Dust mop the reception floor and vacuum the carpeted area.
- Bathrooms shall be cleaned, wet mopped, refuse emptied and garbage can liners replaced.
- The kitchen shall be left in its original condition. The stove cleaned, counters wiped, sinks cleaned, floor swept and mopped. Make sure dishes are washed and dishwasher emptied.
- All refuse is to be removed from the premises and taken to dumpsters. Please re-line cans with liners provided.
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#### 12. ADDITIONAL RULES & REGULATIONS

In addition to the foregoing, the Mayor or his/her designee may make additional rules and regulations for the use of the community center, and incorporate the same into the agreement to be signed by the user.

The undersigned will save and hold harmless the City of Sedro-Woolley from all loss, liability or expense resulting from any injury to any person or any loss of or damage to any property at the Center or surrounding area caused by or resulting from any act or omission of the undersigned or any officer, agent employee, guest, invitee, or visitor in or about the rooms, buildings or grounds during the event to be held on the date specified.

NAME		TODAY'S DATE	
GROUP/ORGANIZATION	EST # ATTENDING	CITY REPRESENTATIVE	
ADDRESS	CITY/STATE	ZIP	PHONE

I, \_\_\_\_\_, CERTIFY UNDER PENALTY OF PERJURY THAT THE ADDRESS GIVEN IS CORRECT AND \_\_\_ INSIDE \_\_\_ OUTSIDE OF THE CITY LIMITS OF THE CITY OF SEDRO-WOOLLEY.

**RENT CHARGE**

- No alcohol, live music or dancing:
 

_____	\$225.00 Resident	Monday through Thursday
_____	\$275.00 Resident	Friday through Sunday
_____	\$375.00 Non-Resident	Monday through Thursday
_____	\$425.00 Non-Resident	Friday through Sunday
- Alcohol, live music or dancing
 

_____	\$475.00 Resident	Monday through Thursday
_____	\$525.00 Resident	Friday through Sunday
_____	\$625.00 Non-Resident	Monday through Thursday
_____	\$725.00 Non-Resident	Friday through Sunday

**COMMUNITY GROUP**

- \_\_\_\_\_ \$150 No alcohol, live music, dancing
- \_\_\_\_\_ \$ 250.00 Alcohol, live music or dancing

**AUDIOVISUAL EQUIPMENT**

- \_\_\_\_\_ \$50.00 Pilot Light Stove \_\_\_\_\_
- \_\_\_\_\_ Pilot Light Fireplace \_\_\_\_\_

\_\_\_\_\_ **TOTAL RENT RECEIPT #:** \_\_\_\_\_

**DEPOSIT CHARGE**

- \_\_\_\_\_ \$1,000 if alcohol served or permitted
- \_\_\_\_\_ \$1,000 if dancing or live music permitted
- \_\_\_\_\_ \$1,000 if audiovisual equipment is rented
- \_\_\_\_\_ \$100 if alcohol, live music, or dancing not permitted
- \_\_\_\_\_ **TOTAL DEPOSIT RECEIPT #:** \_\_\_\_\_

\_\_\_\_\_ **TOTAL FACILITY MONITOR** \_\_\_\_\_ **RECEIPT NO.** **Total Hours** \_\_\_\_\_

\_\_\_\_\_ **TOTAL POLICE SECURITY** \_\_\_\_\_ **RECEIPT NO.** **Total Hours** \_\_\_\_\_

Staff use only: To be filled out if renter(s) are having alcohol, live music, or dancing

<u>Check Below:</u>	<u>Renters Initials</u>	<u>Date</u>	<u>Police Initials</u>	<u>Date</u>
_____ Alcohol	_____	_____	_____	_____
_____ Live Music	_____	_____	_____	_____
_____ Dancing	_____	_____	_____	_____
_____ Police Officers	_____	_____	_____	_____

Rental Date: \_\_\_\_\_ What time will setup begin? \_\_\_\_\_  
What time will clean up end? \_\_\_\_\_

**COMMUNITY CENTER RULES**

- Alcohol permit is only valid inside of the building. Open containers of alcohol outside are against the law and the violator is subject to arrest.
- Community Center must be cleaned, vacated and locked by Midnight (Friday through Sunday) and 11:00pm (Monday through Thursday).
- Alcohol Permit and rental agreement must be posted at the door. The person responsible must identify yourself to the Officers.
- No smoking in the building.
- No smoke machines.
- If a fight has occurred at the dance the participants need to leave. A second fight will cause the event to be shut down immediately.
- No parking on walkway next to the building except to load and unload.
- The music must be turned down if we receive valid noise complaints
- Small children need to be supervised by responsible adults.
- Renter will be contacted by Law enforcement to correct any of the problems. Further violations could result in the event being canceled.

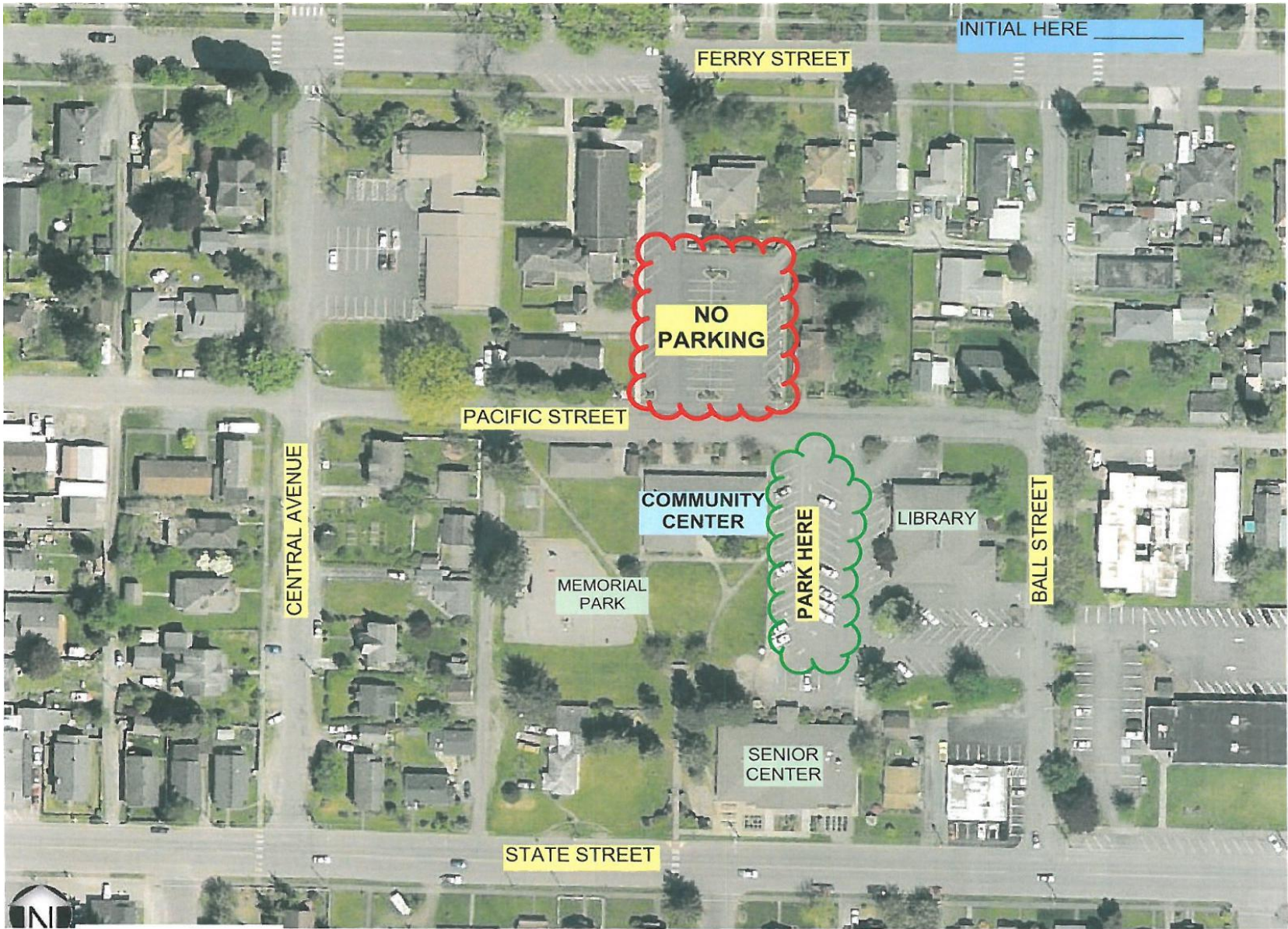
**COVID**

- The tenant agrees to recognize and follow the guidance established by the Office of the Governor and the Washington State Department of Health as it pertains to the wearing of masks, social distancing and other provisions designed to promote safety and protection of others.
- The City reserves the right, exercisable in the City’s reasonable discretion, to impose reasonable requirements on tenants of the Center, their employees and invitees, for the purpose of reducing the presence of bacteria, viruses, contagions and diseases in the Center, provided, however that in no event shall the City’s enactment or enforcement of such requirements (or failure to do the same) impose any duty or liability on the City or imply any warranty made by The City in connection therewith.

**Your signature below represents your agreement with both the charges shown on this form and the Community Center Rules/COVID requirements.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





INITIAL HERE \_\_\_\_\_

FERRY STREET

NO  
PARKING

PACIFIC STREET

CENTRAL AVENUE

COMMUNITY  
CENTER

MEMORIAL  
PARK

PARK  
HERE

LIBRARY

BALL STREET

SENIOR  
CENTER

STATE STREET

