

FACILITY RENTALS POLICIES & INFORMATION

RENTAL REQUIREMENTS

Should any person attending the event not adhere to the standards herein described, the City reserves the right to immediately terminate the event. The deposit and all fees associated with the event will be forfeited.

CONDITIONS FOR USE:

- Applicant must be at least 21 years of age.
- Abusive use of the facilities, equipment and/or amenities is prohibited.
- Applicant is required to **close and lock all windows and doors** prior to vacating the facility after your event concludes. The applicant will be responsible for damage, theft, vandalism, or other activities if the facility is left open or unlocked.
- Applicant will be held liable for the actions of everyone attending their event; attendees may not jeopardize, harass, physical abuse or interfere with the rights and privileges of others.
- Tables and chairs are intended for use inside the buildings only; prior approval is required to use tables and chairs outside of the building. After the event, tables and chairs be stacked and stored in their designated area.
- Applicant is responsible for the set-up and dismantling of tables, chairs, decorations, or any items related to their function.
- Applicant is responsible for cleaning up after their event. This may include, but is not limited to, sweeping, mopping, cleaning up spills, removal of decorations, and the return of facility equipment to its original location.
- Applicant is responsible for the collection and disposal of trash, recycle, and any other waste materials off site.
- There is a hanging system available inside the Pope and Cotton buildings for hanging pictures or other decorations. Utilizing tape, string, or other methods requires prior approval to ensure it will not cause damage to the facility.
- Use of a loudspeaker amplified sound on City property is prohibited without prior approval.
- No open flames or free-standing candles such as candelabras, pillar candles, etc., are permitted. Candles may be used as centerpieces as long as the flame is enclosed and securely supported on substantial, non-combustible bases such as in glass jars, votive holders or hurricane-type lamps.
- The City will not be held legally or financially responsible for consequences experienced by Applicant or guests due to circumstances beyond the City's control. Circumstances include, but are not limited to, inclement weather, natural disasters and naturally-occurring health hazards. In such circumstances, the event may be rescheduled (pending availability) or fees and deposits may be refunded.
- Smoking is prohibited in all City buildings or within 25 feet of any doors, windows, or ventilation intakes per State of Washington law (RCW 70.160).
- Fireworks, firearms, crossbows and/or weapons of any kind are prohibited.
- Animals are not permitted inside any rental facility without prior approval.
- Applicant and guests shall vacate the facility by the time indicated on the reservation as another

reservation may begin at that time.

- The City reserves the right to have final approval on all activities, events, or hours of use scheduled at the facilities.
- Reservation fee includes the facility only; it does not entitle the applicant to exclusive use of any other public areas. Reserving or sectioning off other areas of the park, lawns or beach is prohibited.
- Failure to clean the facility or any damage to City property may result in reduction or forfeiture of damage/maintenance deposit and possible claim against the applicant's insurance. See Facility Condition Report for more information.

RESERVATIONS:

- Applicants may reserve a facility up to one year in advance of the proposed date of use.
- In order to secure your reservation, the damage deposit needs to be paid in full, and all other fees and required documentation need to be collected within 30 days prior to your event.
- If the damage deposit is not paid within 10 days of application submittal then the applicant's reservation and date(s) will be made available for new bookings. Should another applicant desire the same date, the first party to provide the completed application, fees and documentation will be granted the reservation.
- The City may unilaterally cancel reservations, due to unforeseen circumstances. The City shall refund any monies paid for the damage deposit or other paid fees.

PAYMENT METHOD:

- Payment may be made by cash, check or credit card. Checks should be made payable to "The City of Port Townsend."
- If a payment is returned to the City for Non-Sufficient Funds (NSF), the reservation will be placed on hold for non-compliance until all applicable fees (rental fee, deposit and NSF charge) are paid in cash. NSF payments must be made within five calendar days of notification from City or the reservation will be canceled outright.

DEPOSIT:

- In addition to the rental fee, every Applicant will be charged a separate refundable damage/maintenance deposit. This fee covers damage and/or cleaning of the facility, if necessary. If the facility is not returned to an acceptable condition, the deposit may be charged, withheld, and/or additional charges may be incurred.
- Applicant is responsible for any and all damages that occur as a result of the event including damages to the building, fixtures, equipment, and other property. Any costs incurred for damages to, or defacement of the City facilities, equipment, park amenities, grounds (such as grass, foliage, etc.), will be deducted from the deposit and/or billed to the Applicant's insurance to cover repair or replacement costs as determined by the City.
- Automatic forfeiture of deposits may occur under these or other conditions: building is left unsecured (unlocked), service or consumption of alcohol by persons under 21 years of age.



CANCELLATIONS AND REFUNDS:

- Reservations canceled with more than 30 days to the scheduled event are subject to a \$20.00 cancellation fee.
- Reservations canceled within 30 days of the scheduled event will forfeit a refund of the use fee. Reservations canceled that have been granted a use fee waiver may have the standard fees deducted from their damage/maintenance deposit.
- Cancellation and/or damage/maintenance deposits will be refunded to the applicant approximately 2-6 weeks after the event.
- The City may unilaterally cancel reservations, due to unforeseen circumstances. The City shall refund any monies paid for the damage deposit or other paid fees. Reservation holders understand that in the event that the City has to cancel their reservation, the City is not responsible for any damages to the reservation holder, other than refunds of existing paid monies.

FOOD AND/OR ALCOHOL:

- Propane or other fueled cooking equipment must be operated at least 10 feet from buildings, structures, or combustible materials. For safety precautions, the Applicant must have a fire extinguisher on hand during operation.
- Alcohol is permitted providing Commercial Liability insurance is acquired as well as the proper Washington State Liquor Control Board (WALCB) permit prior to the event and clearly displayed at the function.
- Large alcohol containers, such as a keg, must be kept inside the facility at all times. Alcohol shall be consumed within the rental building or designated area reserved by the applicant and not beyond the perimeters of these areas. (RCW 66.44.100).
- Serving alcohol to or consumption of alcohol by persons under the age of 21 will result in immediate cancellation of the event and all fees and deposits will be forfeited.
- Applicant is responsible for ensuring that all City property is protected from grease, food stains or other damage.

INSURANCE REQUIREMENTS:

- Homeowners insurance is acceptable for private events without alcohol and less than 50 people.
 - at least \$250k of coverage
- Commercial General Liability insurance is required for events if any of the following conditions apply:
 - alcohol will be sold or served
 - there will be 50+ attendees
 - the event is open to the general public
 - there is a charge for anything provided at the event (admission, goods, food, dues, donations, etc.)



- If Commercial General Liability is required, the following requirements must be included on the insurance form (Limits and coverage may be adjusted to meet exposure as determined by the City Manager):
 - \$1 million of coverage
 - City of Port Townsend named as ‘additional insured’
 - Liquor liability endorsement (if applicable) dates and location (reserved facility)
- The City does not maintain insurance that will respond to claims against the applicant arising from the event.

SPECIAL PERMITS AND LICENSES:

- The Washington State Liquor Control Board (WSLCB) requires special permits and/or licenses for the service and consumption of alcohol. These permits are regulated by and can be obtained through the WSLCB.
 - Banquet Permit: Allows for the service and consumption of liquor at a private, invitation-only banquet or gathering held in a public place or business. Examples include weddings, company banquets, retirement parties, and club, organization or church events.
 - Order your Banquet Permit here: <https://lcb.wa.gov/licensing/order-banquet-permits-online>
 - Special Occasion License: Allows a bona fide nonprofit organization to sell liquor at a specific time, date and place. Examples of events include fundraising dinners, gala events, auctions, and wine tastings.
 - Order your Special Occasion License here: <https://lcb.wa.gov/licensing/special-occasion-licenses>
 - Class 4 Permit: Allows a business that does not hold a liquor license to serve liquor without charge to employees or invited guests. Examples include retirement parties and annual parties that are hosted by a business.
 - Order your Class 4 Permit here: <https://lcb.wa.gov/licensing/permits>

EXTERIOR USAGE/ACCESS

- **Pope Marine Building**
 - Street parking only
 - No outside access for tables/chairs/tents
- **Cotton Building**
 - 1-3 parking spots with permit only
 - Small exterior back patio area (need prior authorization to set up tables and chairs in this area)
- **Pope Marine Park Plaza Area**
 - Entire brick area between Pope Marine Building and Cotton building
 - A Special events permit is needed to occupy this space for an event
- **Chetzemoka Park - Gazebo**
 - Gazebo is only the rented facility, the rest of the park is first come first served.

