



# Facilities Rental Contract

## For Use of College Facilities

Shoreline Community College is an educational institution provided and maintained by the people of the State of Washington. Its campus, buildings, properties and facilities shall be reserved on a first priority basis for those activities related to its broad educational mission. At other times the facilities shall be available to various organizations and individuals. The undersigned hereby makes application to Shoreline Community College District No. 7, hereby referred to as the "College", for use of college facilities as described below. The undersigned states that he or she has the authority to make this application and will comply with the regulations of the College as stated in the *Shoreline Community College Rules and Regulations*, posted at: <https://www.shoreline.edu/roomrentals/default.aspx> Rental terms shall be determined by the latest established rental rates, plus as any equipment or service charges, and shall be payable in full in advance of the rental date to:

Shoreline Community College  
Attn: Suzanne Gugger - Continuing Education/Facility Rentals/Events #1530  
16101 Greenwood Avenue North, Shoreline WA 98133-5696

The Applicant may cancel scheduled use of SCC facilities 5 business days in advance and receive a refund, less 10% cancellation fee, set at a minimum of \$25.00. College contract personnel that need to be rescheduled or cancelled will require 5 business days notice. Larger events in the Theater and Student Union #9000 building require 30 days advance notice for a cancellation in order to receive a refund. A three (3) hour minimum fee for such personnel will be charged if cancellation is less than five (5) days prior to the event.

Name of Organization or Applicant _____		Non-Profit 501c3# _____	
Proposed Use _____	Attendance _____	Open to Public? _____	Insurance Certificate Will be required _____
Type of Facility Requested _____	Admission \$? _____	Wi-Fi Access? _____	Weekday Parking Passes? _____
Person Arranging for Facility Rental _____ (_____) _____	Telephone _____	Contact Email: _____	
Billing Address _____	City, State & Postal Code _____		
Person In Charge During Event _____ (_____) _____	Telephone _____	Contact Email: _____	
Planned Food & Beverage Service: Describe menu/concessions. _____		Caterer, if known: _____	
Illegal drugs, marijuana and hard alcohol is prohibited on campus. Alcohol (beer & wine) may be served with advance approval from the College. Event Organizer must provide a valid Washington State alcohol permit and hire a licensed server. Confirm if you are serving alcohol Y/N _____. If yes, list what type of alcohol will be served _____			
Additional security, including traffic flaggers, may be required for your event. The College may determine that your event will require additional supervision, including security officers and King County police, and you will be charged for the hours served at \$60.00 - \$80.00 per hour with a four hour minimum. Security must be present for events serving alcohol and events with 200+ guests.			
Audio Visual/Media Equipment, Technical Assistance? _____			
<b>*Note that there WILL be additional charges for using College media equipment including media technicians at \$22.00 - \$25.00/hour. The College will not be able to accommodate media requests if there is a lack of event AV details, or changes within 7 days of event date.</b>			

Room(s) Reserved _____
Date(s) Reserved: _____
Event Time: _____ to: _____
Set Up Time : _____
Clean Up Completed By: _____
Total number of hours requested: _____

This Section for COLLEGE use Only		
RESERVATION # _____	Rental: \$ _____	
Facility/Room (s) Assigned: _____	Media/Equipment & Tech support: _____	Parking: \$ _____
Reservation taken by: _____	Dept. Sponsored: _____	Other: \$ _____
	Security Assigned: _____	<b>Total: \$ _____</b>
Signature: _____	Dated: _____	INVOICE # _____

Shoreline Community College, Joe Mazur VP of Business

## Agreement to Indemnify

The following agreement is hereby entered into by and between the person, corporation, entity or Organization identified on the contract, hereinafter referred to as "Organization" or "Renter" and Shoreline Community College, hereinafter is referred to as the "College".

**WHEREAS, the Organization wishes to rent and/or utilize certain facilities belonging to Shoreline Community College; and WHEREAS, the College is willing to rent certain facilities to the Organization and/or permit the Organization to utilize certain facilities, provided the Organization agrees to indemnify the College against any injuries, damages or losses arising in connection with, or resulting from, the Organization's use of the College facilities.**

**NOW, THEREFORE, in consideration of the mutual promises of the parties set forth herein, the parties do hereby agree as follows:**

1. The College agrees to permit the Organization to utilize the facilities belonging to the College indicated on the reverse side of this agreement. These facilities may be utilized by the Organization during time periods specified on the schedule. The College will provide Renter a reservation confirmation and event management support. **In the event that the college needs to cancel the reservation due to unforeseen circumstances, such as a local or national emergency or problem with the campus or the facility, the Renter will be notified and the College will make every attempt to reschedule the event to a later date.**
2. The Organization agrees to indemnify the College against all liability, loss, cost, damage, or expense sustained or suffered by the College, including attorney's fees and other expenses of litigation resulting from, or arising in connection with, the negligent utilization of facilities of the College by the Organization's staff, faculty, students and/or guests. The Organization hereby and forever releases the College and its agents, employees or officers from all debts, claims, demands, and damages, actions and causes of action, whatsoever, which such Organization may now have, or may hereafter have, as a result of using the College facilities, unless caused by the College's negligence or willful misconduct.
3. **As a condition of the rental, the College will require proof of valid Commercial General Liability Insurance, valued at \$1,000,000 and with Shoreline Community College named as the additional insured, in advance of event.**
4. Parking is available on a first-come, first serve basis on campus in legally marked spaces. Parking permits are required on weekdays before 4 p.m. and can be purchased at a reduced price in advance. <https://www.shoreline.edu/safetyandsecurity/parking.aspx>
5. The Organization recognizes that it has no license or right to utilize facilities belonging to the College other than the facilities indicated on page 1 of this document. The Organization agrees, however, that if members, employees, agents, guests, and licensees, of the Organization use campus facilities, the Organization's promises and obligations under this Agreement shall nonetheless be fully applicable, and the Organization will indemnify the College for losses, liabilities or damages resulting from such usage and be responsible for any additional expenses and rental fees incurred.
6. In accordance with WAC 1321-124-020 #2, weapons and fake weapons are not permitted on the college campus. Open flames, sparklers, pyrotechnics (anything that creates a spark or smoke), nudity, smoke machines, offensive clothing or items, or costuming representing uninformed authority are strictly prohibited on campus, including adjacent wooded and parking areas within the College property.
7. Permission to use the College logo must be approved in advance, including on websites, social media, print, and novelty items.
8. **The Organization hereby acknowledges that it will be liable for any damages cause by its use of the facilities and agrees to pay the College for any damages incurred. The Organization will be responsible to leave the premises in proper order by cleaning up all decorations and debris and placing in the receptacles provided, including recyclables, garbage, boxes, and food. Additional cleaning fees or loss of any damage deposit may be assessed if the space is left in disarray.**
9. Additional fees will be charged to use College media equipment including trained personnel to operate the equipment. Media technicians, theater technicians, building monitors, King County Police Officers, College security, facilities or any other personnel, may be hired to work the event(s), and the Organization hereby agrees to pay the College for all costs incurred. Additional charges for facility rental fees and services provided by the College may be processed after the contract has been signed by the parties if the Organization: exceeds the scheduled rental time, requires more staffing for supervision/technical support, or if damages are

reported. A three hour minimum fee for personnel will be charged if event is canceled less than five days before. Payment schedule: 50% of the rental fees upon signing of contract followed by the balance paid in full five business days before the event date.

10. Food and beverages are permitted in approved locations designated by the college. All requests for serving refreshments, including light refreshments, catering and concession stands MUST be approved by College administration at least 2 weeks in advance of the event. Outside caterers must be licensed, and show proof of insurance and all county/state required permits. Alcohol service is permitted, but a security officer and 1-2 WA State licensed servers must be present at all times. Serving liquor on campus must be done in compliance with the Washington State Liquor Control Board, and college paperwork to request alcohol service on campus should be submitted 3 weeks prior to event. Beer and wine service is acceptable, but hard alcohol is only approved in special circumstances. No access to kitchen facilities. Failure to obtain proper documentation will result in the cancellation of service of alcoholic beverages and/or food services at the event. Illegal drugs and marijuana are prohibited.

Shoreline Community College is committed to nondiscrimination and to providing access and reasonable accommodation in its services, programs and activities for individuals with disabilities. To request an accommodation, contact the College at least 10 days in advance. Additional costs may apply for certain accommodations. SSD@shoreline.edu or call 206-546-4545, TTY 206-546-5109

## Nondiscrimination Agreement

**Nondiscrimination Requirement:** During the term of this Agreement, Client, including any of their officers, employees, or agents, hereafter referred to collectively as "Client," shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Client shall give written notice of this nondiscrimination requirement to any labor organizations with which the Client has a collective bargaining or other agreement.

**Obligation to Cooperate:** Client shall cooperate and comply with any Washington state agency investigation regarding any allegation that Client has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

**Default:** Notwithstanding any provision to the contrary, the College may suspend Client upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until College receives notification that Client is cooperating with the investigating state agency. In the event Client is determined to have engaged in discrimination identified at RCW 49.60.530(3), the College may terminate this Agreement in whole or in part, and Client may be referred for debarment as provided in RCW 39.26.200. Client may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

**Remedies for Breach:** Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, Client shall be liable for agreement damages as authorized by law including, but not limited to, any cost difference between the original agreement and the replacement or cover agreement and all administrative costs directly related to the replacement agreement, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. College shall have the right to deduct from any monies due to Client or that thereafter become due, an amount for damages Client will owe College for default under this provision.

**24 Hour SCC Security: (206) 235 5860**

This Agreement shall become effective upon signing & execution of this contract by both parties and shall not be modified or amended except by written instrument by both parties hereto. Any attachments included by the College pertaining to special consideration for use of facilities are considered part of this Agreement and binding to the User.

I have read, understand and agree to abide by Shoreline Community College policies & regulations relating to facility rentals as outlined in the SCC Facility Guidelines and Procedures document: <https://www.shoreline.edu/roomrentals/rentalrules.aspx>

Signature of Organization/Requestor: \_\_\_\_\_ Dated: \_\_\_\_\_

*A Copy of this Contract must accompany Person in Charge during the event and be produced if requested.*