



NORTHWEST MARITIME CENTER

FACILITY RENTAL AGREEMENT

The Northwest Maritime Center (hereafter NWMC) agrees to make the _____ (hereafter Venue) available to _____ (hereafter Renter) on _____ from _____ to _____.

The name of the event is _____.

For the purpose of complying with the City of Port Townsend's parking guidelines, the actual event begins at: _____.

The rental rate for said event is \$ _____ (includes _____% discount).

- I/we would like to make a tax-deductible donation to support NWMC's educational programs equivalent to the total rental discount, i.e. \$ _____.
I/we would like to make a tax-deductible donation in the amount of \$ _____ to support NWMC's educational programs.

Statement of Eligibility: _____ certifies that it is a nonprofit organization that qualifies for property tax exempt status under Washington state law for property it owns or could own, and that it agrees to use the Northwest Maritime Center's facilities in a manner that is consistent with its status as an entity eligible for exemption from Washington state property tax. PLEASE INITIAL HERE: _____

A. Fees & Cancellation Policy

- 1) A reservation fee equivalent to 50% of venue rental fee is required to secure the date. Calendar date will not be held without deposit. This fee will be applied towards total rental fee.
2) Renter must provide a valid VISA or MasterCard credit card number. A pro-rated extra-hours charge of \$125/hour will be charged to Renter's credit card if Renter does not vacate the Venue by the designated end-time indicated above.
3) In addition to the rental fee, Renter agrees to be responsible for a cleaning deposit of \$250. Cleaning deposit must be written on a separate check. If no cleaning fees are assessed at the end of Renter's event, the cleaning deposit will be refunded within 30 days.
4) The balance and cleaning deposit are due 60 days before the event, i.e., _____.
5) Renter forfeits 50% of payment if reservation is cancelled 60 days prior to event.
6) Renter forfeits entire payment if reservation is cancelled less than 60 days prior to event.



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- 7) The above rental fee provides Renter access to the room(s) listed above and the use of the following:
- a. 18 5-foot round tables (actual number depends on availability)
 - b. 20 2' x 6' rectangular tables (actual number depends on availability)
 - c. 200 chairs (actual number depends on availability)
 - d. Projection screen
 - e. A basic sound system is provided as a courtesy, and is not figured into the cost of the room rental.
 - f. An A/V cart (digital projector, DVD player, and audio-video control center) is available to rent at \$25, subject to availability.

B. General Conditions of Use:

1. NWMC is responsible for setting up tables, chairs and A/V equipment and, at the end of the event, for taking them down, unless otherwise indicated on this agreement. NWMC shall not be responsible for putting up decorations, linens or table arrangements, or any items related to Renter's event.
2. The NWMC may at times have exhibits both in the Tretter Gallery and the main meeting room. Renter agrees that such exhibits may be on display during Renter's event, and that such exhibits may not be moved or taken down.
3. No decorations may be hung from any of the sprinkler pipes or air ducts or in any manner not consistent with this agreement's General Conditions of Use.
4. Smoking is not permitted in the buildings and within 25 feet of entrances, exits, windows that open, and ventilation intakes that serve enclosed areas where smoking is prohibited. This is Washington State Law.
5. Animals within the facilities: Service animals only may be permitted indoors.
6. Lit tea lights in hurricane jars or similar containers are permitted. Candlesticks are NOT permitted.
7. No fasteners or nails of any kind may be used on any of the walls. For hanging artworks and other decorations, the meeting rooms and the adjacent gallery/reception area are fitted with picture rails that use S-hooks. Renters are responsible for bringing their own hooks.
8. All trash and recycling must be placed in designated trash bins, which will be provided by NWMC.
9. Renter agrees that all persons involved with Renter's event must vacate venue and all other areas that need to be locked up at end time indicated above. Renter and Renter's guests are welcome to linger on the decks and commons, which are open to the public.



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10. NWMC will, in cases of personal items lost by Renter or Renter's guests and found by NWMC, endeavor to put aside such items, which may be claimed by Renter or a representative by contacting 360.385.3628 x111. Party decorations and related paraphernalia left behind by Renter without prior arrangement with NWMC shall be disposed of by NWMC as it deems fit.
 11. Renter may NOT drop off decorations or other event-related items at NWMC prior to Renter's event, and not without prior approval from and arrangements with NWMC.
 12. NWMC reserves the right to take photographs of Renter's event for NWMC use. It is Renter's responsibility to notify official photographers of this arrangement with NWMC.
 13. Tretter Gallery (reception area)
 - a. Renters may use the gallery/reception area. It is, however, a public space, and therefore may not be closed off in any manner when the building is open to the public, including Saturdays from 9:00 AM to 5:00 PM.
 - b. NWMC display items, furnishings, etc. located in the gallery/reception area are not to be moved or removed.
- C. Decks & First Federal Commons:** The Commons may be rented for special events, provided that no part of it is enclosed such that public access to the shoreline or the pier is restricted. Temporary closure of public access spaces is limited to NWMC/WBF events.
1. The charge for the use of the Commons is \$200 for daytime use, \$250 if extending after-hours, and \$350 for weekend and holiday use.
 2. Renter acknowledges that the First Federal Commons is available to rent on an as-is basis. This means that there may be dinghies, sailboats and other program-related objects on display or in storage at the time of Renter's event. Renter may move such objects out of the way, provided that same items are returned to their original location at the end of the event.
- D. Signs & Advertising:** Renter shall not place or suffer to be placed or maintained on the exterior of NWMC real property any sign, advertising matter or other thing of any kind, without first obtaining the written consent of the NWMC, which may be withheld for any reason whatsoever. The NWMC hereby grants permission to Renter to include the NWMC on Renter's maps prepared by Renter solely for the purpose of directional information. Renter shall not promote the NWMC in any other marketing materials without the prior express written consent of the NWMC, which consent may be withheld for any reason whatsoever.
- E. Parking Policies for Special Events, Conferences, and Weddings**
1. Special events, conferences, and weddings are not required to fill out a Parking Management Form for use of the Center's facilities between October 1 and May 30. However, all lessees of the facility during this period are required to sign a Dos and Don'ts Parking Agreement as a condition of their facility rental.
 2. Special events, conferences, and weddings that occur during peak season, but after 5:30 p.m. are not required to fill out a Parking Management Form. However, all lessees of the facility during this



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period are required to sign a Do's and Don'ts Parking Agreement as a condition of their facility rental.

3. For events, conferences or weddings that would generate less than 25 cars at any one time during peak season, no special parking management efforts are required. However all lessees will sign a Dos and Don'ts Parking Agreement as a condition of their facility rental and make available the Dos and Don'ts parking flyer available to all of their attendees or guests.
4. For events, conferences or weddings that would generate more than 25 cars at any one time during peak season, special parking management efforts are required. These efforts will include:
 - a. Completion of the Parking Management Form and associated parking fee based on the estimated off-site parking calculation
 - b. Notifying all attendees and/or guests that parking is limited and carpooling is requested
 - c. Notifying all attendees and/or guests that on-street parking is not allowed on street right-of-ways adjacent to the NWMC
 - d. Drop-off/pick-up parking is located at the end of Water Street for quick drop-offs and pick-ups or in the designated 15-minute parking space in front of the Heritage & Resource Building
 - e. That parking is restricted to remote lots, which require a 5-minute walk to the Center facilities or a public bus ride from the Jefferson Transit Park & Ride lot near Safeway, located one mile from the Center
 - f. Provide all attendees and/or guests a map of the location of the off-site parking area and Jefferson Transit Park & Ride lot
5. For events, conferences or weddings that would generate more than 50 vehicles, event signage parking is required directing patrons to the designated parking area and a parking area attendant (hired by the NWMC and paid for by the lessee) must be located at the entrance of the parking area one hour before the event and stay for one hour after the event commences (total of 2 hours).

F. Food & Alcohol

1. Catered events must utilize one of the NWMC's approved caterers.
2. The serving of alcohol must comply with the Washington State Liquor Control Board regulations. Renter is responsible for securing either a Banquet Permit or Special Occasion License in this regard, and must submit copies thereof to NWMC.
3. Renters may supply their own food and beverage. Such self-catered events may not utilize the catering kitchen without the payment of a \$300 cleaning fee. Self-catering renters must take back with them all trash and recycling at the end of their event.
4. Renter or Renter's caterer agrees to complete and execute a Catering Kitchen Cleaning Checklist.
5. The following may not be utilized at any time, whether event is catered professionally or is self-catered:



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- a. Plug-in cooking appliances (crock pots, electric burners, toasters, etc.)
- b. Charcoal grills and camp stoves
- c. If any outdoor cooking is permitted by NWMC, Renter is responsible for ensuring that walls, decks and other flooring are protected from grease stains or any other damage. Renter assumes responsibility for damage repair or cleaning cost that results from Renter's outdoor cooking.

G. Cleanup Requirements:

1. Immediately following Renter's event, Renter shall at their own expense:
 - a. Remove all equipment, musical instruments, supplies, decorations and other personal property from the NWMC.
 - b. Surrender the premises, including the kitchen if utilized, broom-clean and in as good condition as they were at the commencement of the rental period.
2. Any additional cleaning that is required by the NWMC shall be billed against Renter's cleaning deposit. Renter agrees to pay any amounts charged as a result of cleaning and removal of all personal property.
3. Renter agrees to complete and execute a Venue Cleaning Checklist and Catering Kitchen checklist, if catering kitchen is utilized.

H. Damage to Premises: In the event that the NWMC, or any portion thereof, is damaged, destroyed or suffers any casualty or unforeseen occurrence that renders the fulfillment of this Facility Rental Agreement by the NWMC impossible or impracticable, then the NWMC shall not in any case be held liable or responsible to Renter or its guests for any damages caused thereby.

I. Reserved Rights: In renting the NWMC, or any portion thereof, the NWMC does not relinquish the right to control the management thereof or to endorse all necessary and proper rules and regulations for the management, use, operation or maintenance of the NWMC. NWMC, its employees, agents and representatives, reserve and shall have absolute right of entry to the NWMC, or any portion thereof, during the rental period at any time for any purpose. The NWMC further reserves the right to eject, or have ejected, any objectionable person or persons from the Venue, and upon the reasonable exercise of this authority. Renter hereby waives any right and all claims for damage against the NWMC, or any of its employees, agents or representatives.

J. Indemnify, Defend & Hold Harmless: Renter agrees to indemnify, defend and hold harmless the NWMC for any claims of property damage or personal injury (including death) arising from or in any way related to its use and occupancy of premises during and in preparation for the above described event. This agreement to indemnify, defend and hold harmless extends to claims arising from the condition of the premises whether visible or latent and also extends to claims which would be otherwise barred by the State of Washington Workmen's Compensation Statute, RCW Title 51, et seq., if brought against Renter directly. This indemnification agreement shall not extend to acts of gross negligence by the NWMC or its agents.



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K. Event Insurance: As additional consideration for the Venue being made available for this event, Renter shall provide at least 48 hours prior to the beginning of the event a written certificate of insurance evidencing broad form of personal injury, liability and property damage coverage in force for the term of this event, with limits of at least \$1 million per occurrence and \$1 million aggregate, showing the NWMC as an additional named insured for purposes of this event and providing host liquor liability coverage if the event will include the service or consumption of alcoholic beverages.

Agreed to by:

Renter or Authorized Representative
(please sign above printed name)

Lenore Maranan-Goldstein, Managing Director
Northwest Maritime Center

Date: _____

Mail to: Northwest Maritime Center
431 Water St.
Port Townsend, WA 98368

OR Email to: len@nwmaritime.org