



SKAGIT TRANSIT

Skagit Station Meeting Room Rental Agreement

Meeting Room address: 105 E Kincaid, Mt. Vernon, WA 98273

Agreement # _____

Individual, Organization or Group Name (Renter): _____

Contact Person: _____

Mailing Address: _____

Phone: _____ Email: _____

Describe type of event: _____

Date of requested Rental: _____ Number of participants (95 max): _____

Start time: (including set-up) _____ End time: (including clean-up) _____

Will you be using kitchen facilities? Y_____ N_____

- Rental hours available are from 8:00am to 8:30pm Monday - Friday and weekends 8:00am-5:30pm.
- Alcohol is permitted at Skagit Station with a \$500 deposit. A Banquet Permit from the Washington State Liquor Control Board is required for events with alcohol. **Will there be alcohol at your event: Y_____ N_____**
- Prepayment of rent is required. Credit cards will not be charged until the event.
- A credit card on file is required for damage deposits. Cards are only charged if there is damage. Skagit Transit accepts Visa and Mastercard.

Renter hereby certifies that by signing below I/we agree to the provisions herein and the attached Terms and Conditions which are hereby incorporated by this reference and binding on Renter and understands that this Rental Agreement is not valid until signed below by Renter and approved and signed by Skagit Transit.

Credit Card Number: _____	Expiration: _____	3 digits on back of card: _____
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Renter Signature: _____ Date: _____ Billing Zip Code: _____

Return Rental Agreement to Skagit Transit Customer Service office at: 105 E. Kincaid Street, Mount Vernon, WA 98273. You can email a copy to custserv@skagittransit.org

SKAGIT TRANSIT APPROVAL:

- Prepayment of Rent received
- Credit Card on file for Damage Deposit
- Proof of Insurance received
- Copy of Banquet Permit (If alcohol is being served)

Notes: _____

Approved by: _____

(Skagit Transit Authorized Representative)

TERMS AND CONDITIONS OF RENTAL AGREEMENT

A Rental Agreement is entered into by Skagit Transit, a Washington Municipal Corporation and _____(Renter) (collectively, the Parties) for use of the Skagit Station Meeting Room (the Rented Facilities). Renter's signature on that Rental Agreement dated _____and attached hereto shall signify Renter's agreement to the Terms and Conditions herein. The Rental Agreement and these Terms and Conditions shall be deemed one agreement that binds the Parties and shall be collectively referred to as "the Agreement."

The Agreement is not valid until signed by the Renter and approved and signed by the authorized representative of Skagit Transit and the rental fee and Certificate of Insurance have been collected.

Rented Facilities include the meeting room and attached kitchen with one private doorway into the room. The Agreement creates no rights to use other areas of Skagit Station except that event participants may use the Skagit Station restrooms in common with other station users.

Skagit Station is a transit center and its first priority is for transit use. Renter will ensure that the event activities and/or event participants do not in any way hinder transit vehicles or transit passengers.

Rental Rates:

Hourly Rates	Mon – Thur	Fri – Sun
0-2 Hours	\$75	\$75
2-4 Hours	\$125	\$150
4-8 Hours	\$175	\$225
8+ Hours	\$200	\$250

Damage Deposit

There is a \$350 Damage Deposit for non-alcohol use and a \$500 Damage Deposit for events with alcohol. Credit card information is required at the time of reservation. Your card will not be charged unless there is damage.

Renter is responsible for all breakage and damage done to the building, furniture, rugs, electrical/IT equipment etc. as a result of their event. Replacement value of broken items will be deducted from Renter's damage deposit or a claim will be made against the Renter's insurance in the case where the value exceeds the damage deposit.

No tacks, nails or tape will be used to hang any posters or displays.

Cancellations

Cancellations are requested at least seven days prior to rental date. Cancellations made within 48 hours of reservations will be charged a \$25 administrative fee.

Security

Security hours are: **8 am – 9 pm Monday - Friday and 8 am – 6 pm on weekends.**

Banquet Permit

A Banquet Permit from the Washington State Liquor Control Board is required if there will be alcohol at your event.

Cleanup

Renter will perform cleaning after their event. All equipment will be cleaned and returned to the proper storage space; floor will be vacuumed; trash will be bagged and boxes should be broken down; and any other action shall be performed to ensure that the room is left in the same condition as found prior to the event. Failure to clean the room may result in a minimum charge of \$100 against the Renter's damage deposit for cleaning to be performed by Skagit Transit personnel.

Smoking Policy

No smoking is permitted at Skagit Transit Facilities. There are two outdoor designated areas for smoking at Skagit Station.

Animals

No pets are allowed inside of Skagit Station. (This restriction does not apply to service animals).

Parking

Park only in designated areas. No parking is allowed in the transit zones of the station. Parking space at Skagit Station is limited and first priority spaces are given to transit users. Renter will ensure that no oversized vehicles are parked at the station and that only one space is taken for each of the event participant vehicles.

Indemnification/Hold Harmless

Renter shall defend, indemnify and hold harmless Skagit Transit, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the Rented Facilities or from any activity, work or thing done, permitted, or suffered by Renter in or about the Rented Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of Skagit Transit. For the purpose of this provision, the term "Renter" in the Agreement shall be construed to mean Renter and Renter's guests, representatives, visitors, volunteers, employees and invitees.

Insurance

A. Insurance Term

Renter shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Rented Facilities and the activities of Renters and his or her guests, representatives, volunteers and employees.

B. No Limitation

Renter's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Renter to the coverage provided by such insurance, or otherwise limit Skagit Transit's recourse to any remedy available at law or in equity.

C. Required Insurance

Renter's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. Skagit Transit shall be

named as an additional insured on Renter's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that Renter's insurance coverage shall be primary insurance as respect to Skagit Transit. Any insurance, self-insurance, or self-insured pool coverage maintained by Skagit Transit shall be in excess of Renter's insurance and shall not contribute with it.

D. Skagit Transit Full Availability of User Limits

If Renter maintains higher insurance limits than the minimums shown above, Skagit Transit shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Renter, irrespective of whether such limits maintained by Renter are greater than those required by the Agreement or whether any certificate of insurance furnished to Skagit Transit evidences limits of liability lower than those maintained by Renter.

E. Certificate of Insurance and Acceptability of Insurers

Renter shall provide a certificate of insurance evidencing the required insurance before using the Rented Facilities.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

Care of Rented Facilities and Fixtures and Damages to Rental Facilities

Renter agrees not to damage or permit the damage of the Rented Facilities by either its own acts or the acts of third persons. Renter shall be fully responsible for the care and protection of the Rented Facilities while the Rented Facilities are under Renter's control; the Renter shall be liable for the costs to repair damages caused by Renter's use of the Rental Facilities, as set forth herein.

Assignment

A. Renter shall not assign the Agreement without written consent of Skagit Transit.

B. Renter shall take all necessary and proper steps to ensure that its use of the Rented Facilities is limited to that set out in the Agreement.

Impossibility of Performance Due to Destruction of Rental Facilities

If the Skagit Station and/or the Rented Facilities are destroyed or damaged in such a manner as to make the Rented Facilities unusable, through no fault of either Party, then the Agreement shall be deemed terminated on the happening of the event if either Party so elects. In case of such a termination, neither Party shall be liable for damages or compensation for any losses to the other arising from the termination.

Status of Employees/No Discrimination

A. No personnel employed or utilized by each Party shall acquire any rights or status in the other's personnel system or any other form of employment, nor shall he or she be deemed employees or agents of the other

for any purpose, absent a separate written contract to the contrary. If applicable, each Party shall be responsible in full for any payment due its employees, including Workers Compensation, insurance, payroll deduction and all related costs.

B. Neither Party shall discriminate, in employment, use of the Rented Facilities, provision of services, or any other activity, against any person on the grounds of race, color, creed, mental or physical handicap, age or sex.

Modifications

There shall be no modifications to the Agreement without the express written agreement of the Parties.

Final Agreement

This is the final agreement of the Parties related to the use of the Rented Facilities and any and all prior agreements, statements, promises, representations, and/or discussions between or among the Parties, in writing or not, are void if not set forth in the Agreement.

Execution of Agreements—Counterparts

The Agreement may be executed in counterparts, which together shall be regarded for all purposes as the single original Agreement.

Effective Date

The effective date of the Agreement shall be the last date recorded with the signatures of the Parties.

Severability

Should any provision of the Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.

Governing Law

The Agreement shall be construed under the laws of the state of Washington.

Venue and Attorney's Fees

The venue for resolving any disputes arising out of the Agreement shall be Whatcom County Superior Court. In any litigation arising out of the Agreement including appeals, the Parties will be responsible for covering their own costs and attorneys' fees

ABOUT SKAGIT STATION MEETING ROOM:

Carpeted room with maximum occupancy of 95 persons.

There are 95 chairs and 16 rectangular tables (6x2.5 feet)

One podium, two wired microphones – one is always setup in the room and the second is available upon request.

Projector and screen with input plates on the wall.

4 assisted listening devices (available upon request).

Frequently Asked Questions:

What are the available hours of the room?

Monday – Friday 8:00 am -8:30pm; Weekends 8:00 am -5:30pm

How do I pay for my rental?

We accept cash, check or card. A credit card number is required at the time of reservation.

How will I get into the room?

During office hours, check in with Customer Service at the Station entrance.

If you arrived before office hours, or on weekend days, Security personnel are able to assist you into the room.

What is available in the kitchen?

1 refrigerator, 1 microwave, 2 warming drawers and a sink. Renter is responsible for their own cleaning supplies.

Can I hang a banner?

No banners are to be hung in the meeting room without prior approval from the Facilities Department.

What video inputs are available for the projector?

Supported video inputs are HDMI and VGA.

Is WiFi available?

Yes, there is guest WiFi available that does not require any special setup.

Can I plug in my own audio device for playback?

Yes, there is an input plate that has stereo RCA's and 3.5mm headphone jack.