



City of Asotin

www.cityofasotin.org

Phone: 509-243-4411

PO Box 517

121 Cleveland Street

Asotin WA 99402

Fax: 509-243-1223

City Park Facility Application

Cleveland and Beaumeister

Resolution 2013-492-2014-533- 2017-597

Today's Date \_\_\_\_\_

Name of Applicant \_\_\_\_\_ Organization: \_\_\_\_\_

Physical Address \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address \_\_\_\_\_ Additional Phone # \_\_\_\_\_

Address to mail Damage Deposit \_\_\_\_\_

Date of Event \_\_\_\_\_ Time Event Begins \_\_\_\_\_ Time Event Ends \_\_\_\_\_

Setup Date \_\_\_\_\_ Set up Time \_\_\_\_\_ Clean up Date \_\_\_\_\_ Clean up Time \_\_\_\_\_

Type of Event \_\_\_\_\_ Number of Participants \_\_\_\_\_

Rental Time is defined as "time designated on the City Park Facility Application" which includes set up and clean up. If cleanup is not completed by the designated time the damage deposit will be forfeited. If additional time is needed to cleanup, items must be removed by 7:00am the following morning or you may be charged additional fees.

Rates are subject to change

Table with 2 columns: Item and Price. Items include Damage deposit (\$200.00), Park Facility Fee (25-50, 50-200, 200-300 people), Cook Shack, Overnight Camping, and Non-Profit Organizations.

Fees are based on time designated on the Application. If it is anticipated that set up will require time on the day prior to the event there will be a charge for the hours used the day prior.

If a cancellation is not made 10 days prior to the date of the event, the rental fee will be forfeited.

Payment, Damage Deposit and Application is due at the time of reservation

Reservations are required for a designated area of the Asotin City Park. **The remainder of the park must remain open for the general public including RV Rental Spaces. An RV can rent a space during your scheduled rental time.**

No alcoholic beverages are allowed in the City Park, unless the proper permit is obtained. You can apply for the Banquet Permit at [www.liq.wa.gov](http://www.liq.wa.gov). **Please provide a copy of the permit to when submitting your City Park Facility Application.**

Requested events will be evaluated on a case-by-case request and in order of receipt. Those events or activities that pose a potential security or safety risk, or are in violation of local, state and/or federal laws shall be denied. All decisions are made by the Mayor of Asotin and are final.

I agree to indemnify and hold harmless the City, its employees and agents for all liability claims arising out of the event. I agree to pay for all damages to the premise or its contents deemed excessive by the City which incurred as a result of the event. **I have read and understood the City Park Rules and Regulations for renting the Park Facility.**\_\_\_\_\_ **Please initial.**

**Damage Deposit-** To obtain damage deposit, please bring keys to City Hall 121 Cleveland, Asotin WA 99402 Monday following the event. City hall is open 9:00am – 5:00pm. And/Or you can place the keys in the drop box at City Hall and your damage deposit will be returned by mail.

If you have any questions please feel free to contact us at 509-243-4411.

**Please return Application, Payment and Damage Deposit to:**

Asotin City Hall  
PO Box 517  
Asotin WA 99402

**Applicant Signature**\_\_\_\_\_

**Date**\_\_\_\_\_

**Clerk/Treasurer Signature**\_\_\_\_\_

**Date**\_\_\_\_\_

**Key Number**\_\_\_\_\_

**Date**\_\_\_\_\_

**Key Returned**\_\_\_\_\_

**Date**\_\_\_\_\_

**Cash**\_\_\_\_\_

**Check**\_\_\_\_\_

**Credit Card**\_\_\_\_\_

**The Credit Card Transaction Fees and Charges will be paid for by the applicant.**

# FACILITY LEASE AND INDEMNIFICATION AGREEMENT

This lease and indemnification agreement, (hereinafter "Agreement"), is entered into by and between City of Asotin hereinafter "Lessor"), and \_\_\_\_\_ (hereinafter "Lessee", regarding the Facility described as the Asotin City Park located at Cleveland and Beaumeister. The phrase "Facility" as used hereinafter shall include the facility space above-described, unless otherwise specifically provided.

1. **Purpose.** The Facility shall be used by Lessee for: \_\_\_\_\_, including activities normally ancillary thereto.
2. **Term of Agreement.** The Agreement term shall commence on \_\_\_\_\_ at \_\_\_\_\_ AM/PM, and shall terminate on \_\_\_\_\_ at \_\_\_\_\_ AM/PM, unless sooner terminated or renewed in the manner hereinafter provided.
3. **Rent.** As rent, Lessee shall pay \_\_\_\_\_, per term above described, payable on or before \_\_\_\_\_.
4. **Return of the Property.** At the time of termination of this Agreement, Lessee shall return the Facility to Lessor in as good a condition as the same was at the time Lessee took possession hereunder, reasonable wear and tear, due to reasonable use and occupancy, in conformance with the provisions of this Agreement excepted.
5. **Insurance.** Lessee shall procure and maintain in force, without cost or expense to Lessor, on or before the commencement date of this Agreement and throughout the Agreement term or as long as Lessee remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits of not less than \$1,000,000, per occurrence with an annual aggregate of \$2,000,000. Lessor shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be cancelled or modified for any reason without fifteen (15) days prior written notice to Lessor. Lessee shall provide Lessor with a certificate or certificates of such insurance within (10) days of the execution of this Agreement.
6. **Self-Insurance.** If Lessee is self-insured through the Office of State Risk Management, a certified statement setting out (1) program approval of the state risk manager, and (2) coverage(s) (including additional named insured) enumerated in Paragraph Five (5) of this Agreement shall be appended to this Agreement.
7. **Agreement to Indemnify.** Lessee shall indemnify the Lessor from, and against, any and all claims, demands, causes of action, suits or judgments, including, but not limited to, any claims of insurance carriers, the Department of Labor and Industries, the Department of Social and Health Services, and any federal agency, health care provider of governmental taxation agency, (including costs and expenses incurred in connection therewith), for deaths or injuries to persons or for loss of or damage to property arising out of, or in connection with, the use and occupancy of the Facility by Lessee, its agents, servants, employees, or invitees. In the event of any claims made or suits filed, Lessor shall give Lessee prompt written notice thereof and Lessee shall have the right to defend or settle the same to the extent of its interest hereunder.
8. **Assignment.** Lessee shall not assign, convey or transfer this Agreement or any interest herein, without the prior written consent of Lessor.

9. **Notice.** Any notice, declaration, demand, or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified US Mail, Return Receipt Requested, postage fully prepaid, and addressed as follows:

**To Lessor:**                    City of Asotin  
121 Cleveland Street  
PO Box 517  
Asotin WA 99402

**To Lessee:**                    \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices given in compliance with this section shall be deemed effective two (2) business days following the deposit thereof in the US mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may, by notice, change its address for notice.

10. **Legal Relationship.** The parties of this Agreement execute the same solely as a Lessee and a Lessor. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person. Unless otherwise specifically provided herein, no third party is intended to be benefited by this Agreement.
11. **Applicable Law/Construction/Venue.** This Agreement shall be governed and interpreted in accordance with the laws of the state of Washington. In the event this Agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the county in which the Facility is situated.
12. **Entire Agreement.** This Facility Lease and Indemnification Agreement contains the entire agreement of the parties hereto and supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither Lessor nor Lessee shall be liable to the other for any representations made by any person concerning the Facility or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by Lessor and Lessee or their lawful successors and assigns subsequent to the date hereof.
13. **Application Date.** \_\_\_\_\_
14. **Application:**             Accepted             Denied

## Asotin City Park Rules & Regulations

Reservations are required for a designated area of the Asotin City Park.

*The remainder of the park must remain open for the general public including RV Rental Spaces. An RV can rent a space during your scheduled rental time.*

- **No Driving on Grass!**
- **Dumpsters** please take **ALL** trash to the dumpsters.
- **DO NOT DISPOSE** any cleaning supplies, grease, hot liquid etc. on the grass.
- **Wildlife, Plants and all Park Buildings, Signs, Tables and other structures** are protected; removal or damage of any kind is prohibited.
- **Pets** must always be restrained by a camper, cage, and/or hand-held leash. Owners are responsible for cleaning up after their pets.
- **Fires** are allowed in fireplaces, fire rings, and cooking grills. Fires must be completely extinguished prior to leaving the area.
- **Postings** – Please remove all signs, nails, tape, staples, glue, placards, advertisements and/or inscriptions when you are finished.
- **Lost Articles** shall be reported to the Clerk/Treasurer, who shall make every reasonable effort to locate the owners.
- **Camping or Lodging** – No persons may camp without a written permit issued by the City
- **Waste Water** – It is unlawful to dump or to drain water from campers or trailers onto the ground
- **Grills/Grilling** must be kept within the designated picnic areas and attended to at all times. Coals must be disposed of in fireproof containers and removed from park grounds.
- **Fireworks** are prohibited.
- **No alcoholic beverages** are allowed in the City Park, unless the proper permit is obtained. You can apply for the Banquet Permit at [www.liq.wa.gov](http://www.liq.wa.gov) .
- **Engine-driven electric generators** may be operated only between the hours of 8 a.m. and 9 p.m.
- **Damage Deposit**- To obtain damage deposit, please bring keys to City Hall 121 Cleveland, Asotin WA 99402 Monday following the event. City hall is open 9:00am – 5:00pm. And/Or you can place the keys in the drop box at City Hall and your damage deposit will be returned by mail.
- **Rates** are subject to change.
- **Rental Time** is defined as “time designated on the City Park Facility Application” which includes set up and clean up. If cleanup is not completed by the designated time the damage deposit will be forfeited. If additional time is needed to cleanup, items must be removed by 7:00am the following morning or you may be charged additional fees.
- **The City of Asotin** will not be responsible in case of fire, theft, accident or loss of any kind. It is your responsibility to advise all persons sharing the facility.
- **Sprinkler System** is turned on at 11:00pm nightly.

**Please report Emergencies and Disturbances to 911**

### **Pick up/Drop Off Keys:**

Asotin City Hall

121 Cleveland St

PO Box 517

Asotin WA 99402

509-243-4411

I agree to indemnify and hold harmless the City, its employees and agents for all liability claims arising out of the event. I agree to pay for all damages to the premise or its contents deemed excessive by the City which incurred as a result of the event. I have read and understood the City Park Rules and Regulations for renting the Park Facility. \_\_\_\_\_ Please Initial.

**RV SANITATION STATION AVAILABLE AT CHIEF LOOKING GLASS PARK ON FIRST STREET**



**TRAILERS**  
HOLDING TANK DISPOSAL  
INSTRUCTIONS  
CONNECT YOUR HOSE TO  
HOLDING TANK. PLACE END  
SECURELY IN DRAIN HATCH  
WHILE HOLDING COVER OPEN  
WITH FOOT. OPEN TRAILER  
WASTE VALVE.  
FLUSH AWAY ANY SPILLAGE  
ON CONCRETE INTO DRAIN.

PLEASE FLUSH  
CEMENT SLAB  
AFTER DUMPING

**DANGER**  
**SAFE WATER**  
CONNECT THIS HOSE  
TO  
HOLDING TANK  
THE  
RECEPTOR