



401 South Balsam ~ Moses Lake, WA 98837 ~ 764-3713

## Civic Center Event Application and Process

City Civic Center facilities may be made available for use by non-profit organizations or individuals conducting public educational, research, cultural, civic, or community activities as limited by this policy, provided that these activities do not interfere with the use priorities of the City.

This information packet will assist you in your application process and obtaining required authorization for your Civic Center Event. It is your responsibility to read this packet in its entirety to ensure you understand the rules and necessary requirements for holding an event on property owned by the City of Moses Lake. The Moses Lake City Manager will review all requests and make a decision to permit the event based on the following considerations:

- Complete applications must be received at least thirty (30) days prior to your event, and no sooner than ninety (90) days prior to your event.
- No events on Sundays or holidays
- Impact on other activities happening (*other events,*) on the date(s) requested
- Availability of City personnel and resources

**Scheduling:** priority is given to City of Moses Lake events, and to others on a first-come, first-served basis.

**Processing Fee:** The City requires a \$25.00 non-refundable processing fee due with application.

### Rules & Regulations

- All rental payments are due to the City at least five (5) business days prior to the event.
- Use of tobacco or illegal drugs is strictly prohibited in all City facilities.
- Applicants cannot discriminate as to access into the Civic Center and the event.
- The City Manager or his designee have the right to terminate an agreement immediately and without notice upon the discovery of violation of any term, condition, or provision of this policy.
- Agreements will be terminated immediately, if, in the judgment of the City Manager or his designee, present imminent danger exists or unlawful activity is practiced by the sponsoring organization or individual.
- The City nor its agents accept responsibility for the goals or beliefs of any sponsoring organization or individual. Authorization for use of City facilities shall not be considered as an endorsement or approval of any organization or individual nor the purposes they represent.
- Decorations that create damage to walls, ceilings, floors, or furniture are not allowed in City facilities. Nails, tacks, duct tape, glue, and other adhesives, are not permitted. Open flames including, candles, briquettes, and wood fires are not permitted on City property. All costs for such removal of decorations or damages caused by decorations or open flame shall be directly billed to the user at rates set forth by the City.

## Rules & Regulations, *Continued*

- The City does not provide IT/Technical support for events. Applicants must provide their own technical support and equipment, other than equipment items listed in the fee list.
- In the event of damage or loss of City property, the applicant must accept the City's estimate of replacement/repair and pay all costs associated therein within thirty (30) days. The City is not responsible for property lost by individuals or groups using City facilities.
- Users shall also be responsible for all collection, attorney, insurance, or any other fees associated with the collection of payment in regard to use of City facilities, equipment, or staff.
- Any exceptions to this policy can be made upon the sole discretion of the City Manager or his designee.

## Application Process

If you would like to apply for a Civic Center Event Permit, you will need to submit a completed application to the Moses Lake Administration Department a minimum of thirty (30) days prior to your event, and no sooner than ninety (90) days prior to the event. Applications submitted less than 30 days prior to the event may be denied or subject to additional review fees.

Applications may be submitted to the Civic Center during business hours, by mail, or by email to [lgunderson@cityofml.com](mailto:lgunderson@cityofml.com). Questions can be directed to Lia Gunderson at [lgunderson@cityofml.com](mailto:lgunderson@cityofml.com) or 509-764-3713.

### ***The application must be accompanied by:***

- The \$25.00 non-refundable application processing fee
- A map and/or drawing of the event setup in each room used (in 8 ½" x 11" or 8 ½" x 14" standard format)
- A letter describing your event in detail.
- Additional documentation may be required as outlined in the "Additional Requirements" section depending on the components of your event
- *Proof of liability insurance must be submitted to City Administration a minimum of thirty (30) days prior to the event. Insurance coverage must be in the amount of at least one million dollars (\$1,000,000) (combined single limits per occurrence), two million dollars (\$2,000,000) aggregate naming the City of Moses Lake as additional insured is required prior to application approval. **Proof must include BOTH a Certificate of Insurance document and an Additional Insured Endorsement document specifically listing the City of Moses Lake as additional insured for the event.***

Please type or print information on application clearly and attach additional sheets as necessary. If we are unable to reach you because your contact information is illegible, we will not be able to approve your event. The City Manager shall approve or disapprove a permit application and establish the conditions for an approved application.

The City will approve and determine the need for any reimbursement or payment necessary to cover costs incurred by the City for staffing, equipment, or special services not normally provided by the City, as well as the need for any bond, damage deposit, or additional liability insurance arising from any potential hazards associated with the conduct of the event. Any such fees, bond, damage deposit, or additional liability insurance shall be provided by the applicant prior to the issuance of the permit. If additional unanticipated costs are incurred by the City resulting from the event, the applicant shall reimburse the City for such costs within thirty (30) days. If the City Manager approves your event as set forth in your initial submission packet, approval will be contingent upon receiving valid proof of insurance as stated above. If valid proof of insurance, as outlined, is not received your event cannot be held on City property.

## Application Process, *Continued*

*Please be advised it is not the responsibility of City staff to follow up with you to ensure you submit proof of insurance in a timely manner. If proof is not received, **as outlined**, it is required by the City Attorney and the City Manager to deny your event, even if you have advertised the event to the public. Any and all costs associated with the cancellation of the event will be the sole responsibility of applicant and/or event sponsor.*

Submittal of this application in no way constitutes the City of Moses Lake's approval of the event. Permits are issued at the discretion of the Moses Lake City Manager upon thorough application review. The City of Moses Lake reserves the right to reject any Civic Center Event Permit Application for any reason. Please be advised that any misrepresentation in the application or deviation from the final agreed upon event and operation described herein may result in the immediate revocation of the permit.

Applications for Events at City facilities do not become effective until after the City Manager, or his designee, approves the agreement. No publicity shall be released until a signed copy of the agreement is returned to the sponsoring organization or individual. Publicity for all non-City sponsored events must include the name of the sponsoring organization or individual. This publicity must not be structured so as to imply City of Moses Lake sponsorship.

## Additional Requirements

Any additions, such as listed below, must be approved by the City Manager or his designee in advance. A Civic Center Event Permit does not negate the additional requirements of obtaining the proper Health, Alcohol, and/or Vendor permits for an event. You will be responsible to contact the relevant agencies for other specific permits and/or licenses as listed below, if first approved by City Manager.

### **Alcohol**

Alcohol is prohibited in the City of Moses Lake Civic Center unless approved by the City Manager, and a valid banquet permit has been issued. Applicant(s) must apply for and be granted a banquet permit to serve alcohol at an event on public property. Washington State Liquor and Cannabis Board (*WSLCB*) has authority over issuance of banquet permits. See: <https://lcb.wa.gov/licensing/banquet-permits> . All necessary documents must then be submitted to the City Administration at least thirty (30) days prior to the event. The documents can be mailed to City Administration, PO Box 1579, Moses Lake, WA 98837, emailed to [lgunderson@cityofml.com](mailto:lgunderson@cityofml.com), or they can be delivered by hand to the Administration office located at 401 S. Balsam, Moses Lake, Washington.

### **Food/ Caterer**

Required permits must be obtained and displayed for food preparation, handling and distribution. If an event is being catered by a food establishment, the food establishment is responsible for obtaining a food permit for the event. If you or your organization is providing food, you will need to contact the Grant County Health District at (509) 754-6060 to find out what, if any, type of food permit is required for your event. See *Selling of Goods or Services/Vendors* below if food or merchandise will be sold at the event.

### **Selling of Goods or Services/Vendors**

Any time a vendor or individual will be accepting money for merchandise or services, the applicant will need to notify City Administration and submit a written request. The letter should be addressed to City Manager, PO Box 1579, Moses Lake, WA 98837. The letter can also be emailed to [lgunderson@cityofml.com](mailto:lgunderson@cityofml.com), or delivered by hand to the Administration office, located at 401 S. Balsam Street. A percentage of all gross commercial sales (food, beverages, admission fees, souvenirs, goods and services) on City of Moses Lake property must be remitted to the Administration office of the City of Moses Lake within 10 days following the event. Non-profit organizations must submit proof of 501(c)(3) or (c)(6) tax-exempt status from the Internal Revenue Service A Concessionaire Agreement must be signed prior to the event.

Applicant will be required to obtain any required city, county, or state permits and to meet and abide by any local and state regulations and laws. All related costs associated with the above will be covered by the user.

Applicant is required to clean up the area of use at the end of the reservation period. Failure to clean up may result in the applicant being charged for the City's staff time at overtime rates for any additional cleanup performed by the City.

### **Additional Requirements, *Continued***

Applicant shall be responsible for damage and/or loss of City property and will be charged the entire cost of repair or replacement, including any labor expenses.

City furniture or equipment shall not be moved from rooms or buildings to which they belong except by authorized City personnel, and such removal shall be previously arranged.

### **Grounds for Permit Denial**

Reasons for denying a permit include, but are not limited to:

- ◆ City scheduling conflicts.
- ◆ Insufficient notice.
- ◆ Lack of proof of adequate insurance in the timeline specified.
- ◆ Incomplete and/or inadequate information on application.

### **Civic Center Event Insurance Requirements**

***\*PLEASE GIVE THIS LIST OF INSURANCE REQUIREMENTS AND THE INSURANCE DOCUMENT SAMPLES TO YOUR INSURANCE AGENT***

The Applicant 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 facilities and the activities of the Applicant and his or her guests, representatives, volunteers, and employees.

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

As required by the City Manager, the applicant/permittee shall provide the City with proof of insurance 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. The City shall be named as an additional insured on Applicant'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, \$2,000,000 general aggregate. Applicant shall be the sole named insured, other than the City as an additional named insured.

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

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

## **Civic Center Event Insurance Requirements, *Continued***

The Applicant shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII and is licensed to do business in the State of Washington.

If food or nonalcoholic beverages are sold or served at the event, the policy must also include an endorsement for product liability. If alcoholic beverages are sold or served at the event, Applicant shall procure and maintain for the duration of the agreement Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The City is to be named as an additional insured on Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the City.

If the event involves athletic or other types of active participants, the General Liability insurance shall include coverage for participant liability with limits of not less than \$1,000,000 per occurrence. If vehicles are used for other than nominal and standard commute purposes, a policy of business automobile liability, on an insurance industry standard form or equivalent including coverage for owned, non-owned, leased or hired vehicles, or equivalent coverage. This is required in the event any vehicle will be used on City property, including set up and take down of the event. The City Manager or the City's Risk Manager may require additional endorsements or higher limits depending upon the proposed activity.

If your event includes other participatory organizations, entities, or persons who are not covered under your insurance policies, those other participatory organizations, entities, and persons must provide proof of their own insurance in the same types, amounts, and coverages as set forth above.

Certificates of insurance shall be submitted to the City for approval directly from the insuring agency via postal mail, fax, or email. All policies shall be written for a period not less than twenty-four (24) hours prior to the event and extending for a period not less than twenty-four (24) hours following the completion of the event, and shall contain a provision prohibiting cancellation of the policy except upon thirty (30) days written notice to the City. Acceptability of Insurance, including coverage types and limits, is subject to approval by the City's Risk Administrator.

The above-noted insurance documents must be submitted to the City Administration Office by the insuring agency **not less than 30 days prior to your event**. A COPY OF THESE INSURANCE REQUIREMENTS IS INCLUDED AS A SEPARATE PAGE AT THE END OF THIS PACKET; PLEASE PROVIDE YOUR INSURANCE AGENT WITH THAT COPY TO ENSURE YOU ARE FURNISHING THE NECESSARY INSURANCE COVERAGE. **FAILURE TO FURNISH THE REQUIRED INSURANCE WILL RESULT IN REJECTION OF YOUR APPLICATION AND TERMINATION OF YOUR EVENT.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Agent/Broker Name Street Address City, State and Zip Code		<b>CONTACT NAME:</b> Insurance Contact Name <b>PHONE (A/C No. Ext):</b> Phone Number <b>FAX (A/C No.):</b> Fax Number <b>E-MAIL ADDRESS:</b> Street Address, City, State and Zip Code	
<b>INSURED</b> Your Organization Street Address City, State and Zip Code		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Name of Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # Enter NAIC #	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	123456789	01/01/2017	01/01/2018	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$INCLUDED
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
THE CITY OF MOSES LAKE IS NAMED AS ADDITIONAL INSURED AS PER ATTACHED ENDORSEMENT FOR (EVENT NAME) TO BE HELD AT (EVENT LOCATION) ON (EVENT DATE)

<b>CERTIFICATE HOLDER</b> CITY OF MOSES LAKE 401 S BALSAM MOSES LAKE, WA 98837	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Designation Of Premises (Part Leased To You):</b>  <b>(List the City Facility(ies) you are using for your event)</b>
<b>Name Of Person(s) Or Organizations(s) (Additional Insured):</b>  <b>City of Moses Lake</b> <b>401 S. Balsam</b> <b>Moses Lake, WA 98837</b>
<b>Additional Premium: \$</b> <b>Included</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

- This insurance does not apply to:
1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
  2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## Addendum: 2019 Fee Definitions & Schedule

### Usage Fee Categories:

Usage fees include facility/room use. Any custodial, security, or technical services required in addition to the routine usage, shall be paid by the sponsoring organization or individual at current rates which may include overtime.

City Civic Center facilities may be made available for use by non-profit organizations or individuals conducting public educational, research, cultural, civic, or community activities as limited by this policy, provided that these activities do not interfere with the use priorities of the City.

Sponsoring organizations or individuals may be classified into the following three (3) categories. These classifications will qualify sponsoring organizations or individuals for a particular rate on the usage schedule. The City will charge rates that, at their determination, are consistent with usage policies.

**Type 1** - City: shall apply to activities sponsored by the City.

**Type 2** - Public Service Use/ Internal Use of Solicited Funds: shall apply to local public, state, and federal agencies. It shall also include organizations or individuals that charge fees or solicits contributions to be used for charitable purposes that are sponsored by established organizations or individuals in the communities, e.g. churches, civic, and service organizations. This classification shall also be applied to non-profit, special interest groups.

**Type 3** - Public Service Use: admission fees and/or external use of solicited funds shall apply to organizations and individuals that charge admission fees, tuition, sell tickets, solicit contributions, or require payment of any kind in order to attend the event where the net proceeds are destined for other than welfare or charitable purposes.

Rental Agreements require that City facilities be returned to their original configuration and cleanliness. If special cleanup and/or set up services are required to be performed by the City after the event, the organization or individual will be billed for said services.

FEE TYPE	FEE RATE TYPE	AUDITORIUM	AVENUE	CAFÉ / KITCHEN
Type 2	Weekdays♦ Per Hour* •	\$30.00 / Hour*	\$30.00 / Hour*	\$50.00 Per Day
Type 2	Evenings/Saturdays Per Hour*	\$70.00 / Hour*	\$70.00 / Hour*	\$50.00 Per Day
Type 3	Weekdays♦ Per Hour* • + ♣	\$75.00 / Hour*	\$75.00 / Hour*	\$50.00 Per Day
Type 3	Evenings/Saturdays Per Hour* • + ♣	\$100.00 / Hour*	\$100.00 / Hour*	\$50.00 Per Day

♦ Weekdays are 8am-5pm on normal business days

\* 2 hour minimum charge

• Extra fees are not included

+ 4% Admission Tax charged on admissions collected, per MLMC 3.16

♣ A percentage of all gross commercial sales (food, beverages, admission fees, souvenirs, goods and services) collected on City of Moses Lake property must be remitted to the Administration office of the City of Moses Lake within 10 days following the event. The required amount is 10% of gross sales for all non-profit organizations, and businesses exempt from obtaining a City business license.