

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 their 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 rentals@cityofml.com. Questions can be directed to rentals@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.



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).

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

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000.00
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	123456789	01/01/2017	01/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$1,000,000.00
							GENERAL AGGREGATE \$2,000,000.00
							PRODUCTS - COM/POP AGG \$INCLUDED
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DED. RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 61, 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).

CERTIFICATE HOLDER CITY OF MOSES LAKE 401 S BALSAM MOSES LAKE, WA 98837	CANCELLATION 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

Designation Of Premises (Part Leased To You): (List the City Facility(ies) or Park(s) you are using for your event)
Name Of Person(s) Or Organizations(s) (Additional Insured): City of Moses Lake 401 S. Balsam Moses Lake, WA 98837
Additional Premium: \$ Included
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: 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.



Civic Center Event Application
PO Box 1579
Moses Lake, WA 98837
(509)764-3713 or www.cityofml.com

EVENT REQUIREMENTS DUE WITH APPLICATION SUBMITTAL

1. \$25.00 non-refundable application processing fee	2. Map and/or drawing of the event setup.	3. Letter describing your event in full detail.
Received (<i>staff initials/date</i>):	Received (<i>staff initials/date</i>):	Received (<i>staff initials/date</i>):

SUMMARY OF EVENT

Application must be submitted at least 30 days prior to the event, & no sooner than 90 days prior to the event

Event Title _____ **Event Date** _____

Summary of Event _____

Location(s) (be specific) _____

DATE/TIME

Setup	Date _____	Time _____	Day of Week _____
Event Starts	Date _____	Time _____	Day of Week _____
Event Ends	Date _____	Time _____	Day of Week _____
Dismantle	Date _____	Time _____	Day of Week _____

Estimated Attendance _____ **Will there be a paid admission?** Yes/No _____ **Is your event open to the public?** Yes/No _____

Contact Name _____ **Phone** _____

Contact Organization _____ **Type of Non-Profit** _____

Mailing Address _____ **Email** _____

Sales of Merchandise _____

ROOMS REQUESTED & EVENT COMPONENTS: (Mark all that apply)

- | | | |
|--|---|---|
| <input type="checkbox"/> AUDITORIUM | <input type="checkbox"/> AVENUE | <input type="checkbox"/> CAFÈ / KITCHEN |
| <input type="checkbox"/> Microphones/Sound System* | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Tables (six 6' tables) | <input type="checkbox"/> Tables (six 6' tables) | <input type="checkbox"/> |
| <input type="checkbox"/> NO food or beverages | <input type="checkbox"/> Food Served (Permit Y N) | <input type="checkbox"/> Food Served (Permit Y N) |
| <input type="checkbox"/> Projector* | <input type="checkbox"/> Alcohol Served (Permit Y N) | <input type="checkbox"/> Alcohol Served (Permit Y N) |
| <input type="checkbox"/> Podium | <input type="checkbox"/> Vendors | <input type="checkbox"/> |
| <input type="checkbox"/> Entertainment | <input type="checkbox"/> Entertainment | <input type="checkbox"/> |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |
| | | <input type="checkbox"/> |

* The City does not provide IT/Technical support for events. Applicants must provide their own technical support and equipment, other than equipment items listed above. A fee may be charged to set up and/or train on the operation of equipment listed above.

Provide details for all checked items and describe any "other" items. If there will be any food or merchandise/vendors at event, please indicate if food, merchandise or services will be provided free of charge or if they will be sold:

(attach additional pages if needed)

AVAILABLE FOR ADDITIONAL FEES

ITEM REQUESTED	QUANTITY (IF APPLICABLE)	IN WHICH LOCATION	FEE AMOUNT	TOTAL FEE
Microphones/Sound System and Projector (Auditorium Only)			\$25.00 Per Day	
Six foot Tables (six available)			\$10.00 Each, Per Day	
IT Support			\$30.00 Per Hour	

City of Moses Lake	
Civic Center Rental Coordinator	509-764-3713 or rentals@cityofml.com
Additional Resources	
Alcohol/Banquet Permits: Washington State Liquor & Cannabis Board	https://lcb.wa.gov/licensing/banquet-permits
Food at Your Event: Grant County Health District	509-754-6060

ADDITIONAL EVENT REQUIREMENTS

Certificate of Liability naming the City of Moses Lake as an additional insured in 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 and must be submitted to the City Administration Office not less than thirty (30) days prior to your event. See application packet for additional event requirements.

HOLD HARMLESS AGREEMENT

1. Licensee has proposed to engage in the above mentioned activities on property under the control of the City and under a license granted by the City.
2. In consideration of the usage of municipal property or issuance of a license, Licensee hereby agrees to hold the City harmless and indemnify it from any and all liability, claims, suits, actions, debts, damages, costs, charges, and expenses including court costs and attorney’s fees, and against all liability losses and damages of any nature whatsoever arising out of the exercise of the license or use of municipal property.
3. Licensee agrees to reimburse the City for any necessary expenses, attorney’s fees, or costs incurred in the enforcement of any part of this agreement.
4. Licensee does hereby agree and represent to the City that the Licensee carries liability insurance coverage naming the City as an additional named insured of at least one million dollars (\$1,000,000) (combined single limits per occurrence), two million dollars (\$2,000,000) aggregate, combined single limits for any personal injury, death, property damage, or any other damage which may arise. Licensee shall deliver a Certificate of Insurance and an Endorsement to the Policy to the City which shall provide for not less than 10-days’ notice to the City in the event of cancellation. This agreement contains the full and complete agreement of the parties hereto and there is no other written or oral agreement modifying the same.
5. Licensee acknowledges having read in entirety the Rules, Requirements, and Application Packet for the Civic Center Event Permit and understands that if the City does not receive the required proof of insurance for Licensee’s event thirty (30) days prior to the date of the event, whether by fault of Licensee or Licensee’s insurance provider, the event cannot be held on City property, even if Licensee has advertised the event to the public. Licensee hereby agrees to hold the City harmless and indemnify it from any and all liability, claims, suits, actions, debts, damages, costs, charges, and expenses including court costs and attorney’s fees, and against all liability losses and damages of any nature whatsoever arising out of the cancellation of the event.

Authorized Event Applicant’s Signature _____ Dated _____

APPLICANT AGREEMENT

As planner of the Civic Center Event described in this application, I understand that I and/or the sponsoring organization are responsible for adherence to Civic Center rules and regulations including, but not limited to:

- Making sure the areas used are put back to their original configuration and cleanliness. Failure to do so will result in being charged the rate set by the City to restore/clean those areas.
- No tobacco, marijuana, illegal drugs, or alcohol (unless you have City approval and an alcohol/banquet permit for alcohol)
- Please be respectful of all Civic Center patrons
- No unauthorized commercial activity allowed
- No unauthorized vehicles beyond parking lot

I also understand that new events and/or unprecedented activities may require advance approval from the City of Moses Lake City Council and/or City Manager through a request.

I also understand that allowing non-permitted and/or unscheduled activities to occur during the above described special event may jeopardize approval of future Civic Center Event Applications from the City of Moses Lake to the Event Planner and/or sponsoring organization.

Authorized Event Applicant's Name

(printed) _____

Authorized Event Applicant's Signature _____ Date _____

OFFICIAL USE ONLY BELOW THIS POINT (i.e. This Section Completed by City Staff)

Application Received		Facility Booked		Insurance Received		Invoiced	
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Staff notes _____

Civic Center Event Administrator: Application accepted ___ Application Rejected ___ Applicant Contacted ___

Comments _____

AFTER EVENT: All items returned, all cleanup completed, & rooms back to original configuration: _____

Departmental Routing & Review

City Manager	Reviewed By:	Rental Admin	Reviewed By:	Police	Reviewed By:	Fire	Reviewed By:
	Date:		Date:		Date:		Date:

(Attach Additional Pages if Necessary for Comments or Concerns)