



# FACILITY RENTAL CONTRACT

Rental Booking #:	Rental Date:	Rental Venue:
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Client's Initials

## Facility Rental Payment

- This Facility Rental Contract and the rental and cleaning fees are due in full at the time of reservation and application.
- Additional facility rental hours may be purchased no later than (7) days prior to the event date. We **highly recommend** the total facility rental time is reserved and paid for upfront as we cannot guarantee the requested additional rental hours may be available at a later date.
- All remaining event-related fees (ie: security, rental add-ons) must be **paid in full by credit card, cash or cashier's check** no later than one month in advance of the contracted event date. **Deposits made by check will not be accepted.** Failure to pay the required fees on time may lead to the cancellation of the event. Depending on the condition of the building, damage deposits are typically refunded within 14-21 business days following the event. Cleaning and security fees are non-refundable.

## \*Cancellations

- A 50% refund will be allowed if received 151 days **prior to** the contracted facility rental date.
- Refunds are not granted with **less than** 150 days' notice or due to inclement weather conditions.
- If a rental is cancelled by MPT as a result of the renter failing to provide all of the necessary information, documents or fees, MPT shall retain the rental fees paid.

## \*Date Change

- Date change requests may be granted up to 151 days' notice prior to the contracted facility rental date without penalty and subject to facility availability.
- Date change requests made with less than 150 days' notice prior to the contracted facility rental date are subject to a \$200 change fee.

*\*Cancellation and/or Date Change requests must be performed in person with proper identification and the original rental paperwork.*

## Facility Usage

- Event set-up, tear down and clean-up time is included in the contracted event times.
- Should the client leave prior to the contracted end time, facility rental fees paid for this time will not be refunded.
- If the facility rental extends beyond the contracted event end time, a rate of time and a half will be charged. Client and Rental Attendant must approve the time extension by way of signature on the checklist report.
- Only designated rental area(s) and facility restrooms are included with the facility rental.
- Facility lobby and parking lot used by facility rental guests must be left clean or cleaning fees will be taken from the damage deposit fee.

## Alcohol Permits

- Alcohol may be served by a **licensed bartender(s) with a Class 12 Mixologist Permit only.** Bartender(s) must provide a copy of Class 12 Permit to the on-site MPT Rental Attendant prior to any alcohol distribution. Bartenders cannot be friends/relatives of the renter.
- A **Banquet Permit** issued by the WA State Liquor and Cannabis Control Board is due no later than (14) days prior to the rental date. Please note that a banquet permit does not permit the sale of alcohol. Alcohol must be free of charge, or brought by individuals attending the event. The renter must comply with all conditions of the banquet permit as presented by the WA State Liquor and Cannabis Control Board for the permit to be valid.

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- Failure to obtain a banquet permit and secure a licensed bartender will result in the suspension of all alcohol distribution during the event.

## Alcohol Conditions [      ]

- Alcohol must be brought into the facility and checked-in with the MPT Rental Attendant. Alcohol cannot be made available until the licensed bartender(s) is on-site.
- Beer kegs must be contained in a plastic garbage can with a vapor barrier to protect the facility flooring.
- Bottles for alcoholic and non-alcoholic beverages are prohibited. All drinks must be poured and served in plastic or paper cups.
- Alcohol must be served and contained within the contracted event space.

## Catering [      ]

- MPT's Preferred Caterers and catering specials can be found at [www.metroparkstacoma.org/preferred-caterers/](http://www.metroparkstacoma.org/preferred-caterers/)
- Clients who do not use an MPT Preferred Caterer or choose to bring in his/her own food (potluck) will be charged a \$150 fee. (Pagoda & Titlow facilities only)

**MPT Preferred Caterer:**       \_\_\_\_\_

Verification of Off-Site Caterer's Permit required no less than (14) days prior to event date.

**\*Non-MPT Caterer/Potluck:**       \_\_\_\_\_ **(Phone)** \_\_\_\_\_ **+ \$150 Fee**

## Security [      ]

- MPT reserves the right to require private or public security at the event if alcohol is served past 8pm, admission is charged, the event is private or open to the public, and/or at any time MPT staff deems appropriate.
- Security is coordinated by MPT and the financial responsibility of the client.

**Security required:**       Yes       No       \*Private Security       \*Tacoma Police      (*\*4-hour minimum applies*)

**Number of Guests / Security Requirements**

0-150       (1) Security Officer

**Number of Guests / Security Requirements**

151-300       (1-2) Security Officers

## Sustainability [      ]

- The MPT sustainability plan requires renters to properly sort and dispose of waste during the course of their event.
- Proper disposal includes sorting glass waste separate from plastic and paper, an effort avoid contaminating recyclables with non-recyclable waste, and disposing of recycling and waste in the proper receptacles.
- Rental clients are required to comply with all MPT posted signage regarding sustainability, recycling, and waste removal.

## Advertising [      ]

- Rentals open and advertised to the public are required to submit copies of any advertising which includes, but not limited to, invitation, radio, newspaper ads, social media ads, etc. no later than (14) days prior to the event date.

## Music [      ]

**Music should be kept at reasonable noise levels.** In the event the music is too loud, MPT staff will request the noise level to be turned down. If a 2nd request to turn down the music is warranted, MPT staff will monitor the noise level with a sound meter. If a 3<sup>rd</sup> request to turn down the music is warranted, the event may be shut down for lack of compliance.

## Décor [      ]

- Smoke, bubble and/or mist machines are prohibited.
- No tacks, tape, screws, nails or hooks are allowed on any building (ie: walls, walls, beams, etc.).
- The use of flammable material is regulated by the Tacoma Fire Department (TFD) and must be approved in writing. The use of votive candles is acceptable if enclosed in glass; **candelabras are prohibited**. Open flame used for

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- ceremonial purposes (ie: candles on birthday cake, "unity candles" during wedding ceremony) are permitted. Any other type of open flame is strictly forbidden unless pre-approved by TFD.

## American Disability Act (ADA)

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- MPT has several facilities that are historic in nature or were constructed prior to the establishment of (ADA) standards and as a result the facility may not fully comply with ADA standards. The client accepts the facility with these limitations unless a reasonable accommodation is requested and approved at the time of signing.
- Accommodations?  Yes  No

## Indemnification and Hold Harmless

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- Client shall defend, indemnify and hold harmless the Metro Parks of Tacoma its agents, employees and officials, while acting within the scope of their duties, from all causes of action, demands and claims, including the cost of their defense, arising in favor of the client, the client's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the client's, its employees or representatives, concessionaires of the event or any other person or entity, except for liability caused due to the sole negligence of Metro Parks Tacoma.

## Miscellaneous:

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- Smoking is prohibited in all Metro Parks Tacoma facilities and parks, including parking lots.
- Metro Parks Tacoma is not responsible for lost or stolen items.
- All organizations selling food, beverages, merchandise and/or admission will pay a minimum rental fee of 1 ½ times the published standard rate. Additional fees may be assessed based on what is being sold and the volume of gross sales.
- Drones and Drone Photography are prohibited in all Metro Parks Tacoma parks.

**Client Signature:** \_\_\_\_\_

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

**Day-Of-Event Contact:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**WA State Driver's License or ID #:** \_\_\_\_\_

**Exp. Date** \_\_\_\_\_

**MPT Staff Signature:** \_\_\_\_\_

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

### Returned signed and initialed contract and required fees to:

Daniel Mero  
253.305.1090  
danielm@tacomaparks.com

**Mail to:** Metro Parks Tacoma  
ATTN: Daniel Mero  
4702 S. 19<sup>th</sup> Street  
Tacoma, WA 98405

### By Appointment Only:

Point Defiance Visitor Center (in Point Defiance Park)  
5715 Roberts Garden Road  
Tacoma, WA 98407