



## OWEN BEACH PAVILION RENTAL CONTRACT

Rental Permit #:	Rental Date   Start Time   End Time	Rental Venue:
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*Client's Initials*

### Facility Rental Payment

- This Facility Rental Contract and the rental permit must be signed and returned within 2 weeks of booking your reservation. Failure to do so may result in your reservations being canceled and your payment refunded.
- The minimum rental fees are due at the time of reservation. We **highly recommend** the total facility rental time is reserved upfront as we cannot guarantee the requested additional rental hours will be available at a later date.
- All remaining event-related fees and deposits (ie: security, rental add-ons) must be **paid in full by credit card, cash, or cashier's check** no later than **90 days** in advance of the contracted event date. **No personal checks will 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 100% refund will be allowed if cancellation request is received at least 90 days **prior to** the contracted facility rental date. For cancellation requests received 60-89 days **prior to** the contracted facility rental date, minimum facility rental fees will be retained. All fees paid above that amount will be refunded. No refund will be allowed for cancellations within 60 days of the contracted facility rental date.
- Refunds are not granted due to inclement weather conditions, as defined by Parks Tacoma inclement weather policy.
- If a rental is cancelled by Parks Tacoma as a result of the renter failing to provide all of the necessary information, documents, or fees, Parks Tacoma shall retain the rental fees paid.
- Parks Tacoma shall make every effort to open a facility when a rental is scheduled. However, there may be circumstances in which Parks Tacoma may not be able to open a facility. In those circumstances, Parks Tacoma will notify the renter as soon as possible. The renter may be provided the opportunity to reschedule to another available date. However, by signing this agreement, the Renter waives any claim for damages and/or additional costs incurred by the Renter and will hold Parks Tacoma harmless from any and all claims from other participants, vendors, etc. as a result of the postponement and/or cancellation.

### Date Change

- Date change requests may be granted for up to 90 days prior to the original contracted facility rental date without penalty and subject to facility availability.
- Date change requests made **less than** 90 days prior to the contracted facility rental date are subject to a \$100 change fee and are subject to facility availability. Additional fees apply for each date change made.
- Cancellation and/or date change requests must be submitted in writing by the person who signs this contract or who is named on the rental permit.

### Facility Usage

- Event set-up, tear down and clean-up time is included in the contracted rental times. No early entry/late departure allowed.
- 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 2x the regular hourly rate will be charged for extra time. 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 used by rental guests must be left clean or additional cleaning fees will be taken from the damage deposit fee.

### Alcohol

- **No alcohol is allowed at Owen Beach Pavilion.** If evidence of alcohol use is found or witnessed by Parks Tacoma staff or its agents, in or around Owen Beach Pavilion, it is cause for the rental to be immediately terminated and all fees withheld, including any deposits paid.
- It is the renter's responsibility to inform all guests of the no alcohol policy and ensuring they do not bring or consume alcohol on site.

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## Catering

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- Catering is the responsibility of the customer. Parks Tacoma requires caterers to be licensed and must receive a copy of the catering license at least fourteen (14) days prior to the event date.

Caterer Information:  Company Name: \_\_\_\_\_ (Phone) \_\_\_\_\_

## Sustainability

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

## Advertising

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- 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

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**Music should be kept at reasonable noise levels.** In the event the music is too loud, Parks Tacoma staff or agents will request the noise level to be turned down. If a second request to turn down the music is warranted, the event may be shut down for lack of compliance.

## Décor

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- Smoke, bubble,spark and/or mist machines are prohibited.
- Helium Balloons are prohibited.
- No tacks, tape, screws, nails, or hooks are allowed on any building (ie: walls, walls, beams, etc.).
- This is not a complete list of prohibited décor. Please check with Parks Tacoma staff while planning to get your décor approved..
- 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 ceremonial purposes (ie: candles on birthday cake, cultural celebrations, “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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- Parks Tacoma 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 needed/requested ?  Yes  No

## Certificate of Insurance

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- A Certificate of Insurance for company/organization rentals is required no less than (14) days prior to the event date. Certificate must provide \$1,000,000 in coverage for bodily injury/property damage and name Metropolitan Park District of Tacoma as additional insured.

## Indemnification and Hold Harmless

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- Client shall defend, indemnify and hold harmless the Metropolitan Park District 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 Parks Tacoma.

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**Miscellaneous:**

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- Smoking is prohibited in all Parks Tacoma facilities and parks, including parking lots.
- Parks Tacoma is not responsible for lost or stolen items.
- Drones and Drone Photography are prohibited in all Parks Tacoma parks.
- 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.

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

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

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

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

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

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

**Parks Tacoma Staff Signature:** \_\_\_\_\_

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

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

Rental Sales Department  
rentals@parkstacoma.gov

Mailing Address:

Parks Tacoma  
ATTN: Rental Sales  
4702 S. 19<sup>th</sup> Street  
Tacoma, WA 98405