



Harman Center
 101 N. 65th Ave.
 Yakima, WA 98908
 (509)575-6166



BALLROOM RENTAL AGREEMENT

This event rental agreement (“Agreement”) between the applicant named below (“Renter”) and the City of Yakima-Harman Center is subject to the conditions contained herein.

Date of Registration: _____

Event Name/Organization: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Main Contact/” Renter”: _____

Phone: (Home) _____ **(Work)** _____ **(Cell)** _____

Email Address: _____

EVENT DATE: _____ **SET-UP START TIME:** _____ **EVENT START TIME:** _____

EVENT END TIME: _____ **TEAR DOWN/CLEAN-UP TIME:** _____ **# OF EXPECTED ATTENDEES** _____

EVENTS MUST BEGIN AND END AT TIMES AS SPECIFIED

BALLROOM SECTION: **FULL 3 SECTIONS** **2 SECTIONS** **1 SECTION**

ALCOHOL: Yes No

FIREPLACE SEATING/BAR AREAS: Yes No

FEES AND CHARGES:

Security Deposit: _____ \$ _____

Event Room Rental Fee: \$ _____ X _____ hours \$ _____

Fireplace/Bar Fee: _____ \$ _____

Set-Up/Clean-Up Fee: \$ _____ X _____ hours \$ _____

Total Fee Charges Are Subject to 8.3% Sales Tax

BUILDING CAPACITY: Full Ballroom (three sections): Two hundred twenty-five (225)
Ballroom (two sections): One hundred fifty (150)
Ballroom (one section): Seventy-five (75)

FLOOR SIZE: Full Ballroom (three sections): 72 feet by 48 feet; 3456 Sq. ft
Ballroom (one section): 24 feet by 48 feet; 1,152 Sq. ft

TABLE & CHAIRS: Thirty (30) 60-inch round tables; two hundred twenty-five (225) chairs (for indoor use only); multiple 12 ft x 3ft, 8 ft x 3 ft & 6 ft x 3 ft tables. *All furniture is for indoor use.*

KITCHEN: Two (2) industrial convection ovens; one (1) walk-in refrigerator; one (1) walk-in freezer; two (2) double sinks; one (1) single sink; one (1) ice machine. Carafes and Pitchers available by request at no additional cost. The City of Yakima – Harman Center does not furnish coffee pots, pans, dishes, utensils, extension cords or linens.

Food is allowed but must be privately prepared or catered off-site. Food preparation is not permitted in the Harman Center.

ACCESSIBILITY: ADA accessible

RENTAL USE: The Harman Center is a public facility with business hours Monday – Friday 8:00am – 4:00pm and Saturday 9:00am – 3:30pm with ongoing events, classes and group activities and is available for events or functions that do not conflict with the normal activities of the Center. City of Yakima is beholden to the programs and security of the Harman Center. Closed event rentals are available during times that do not conflict with the open public hours: Monday-Friday 4:30pm – Midnight and Saturdays, 3:30pm - Midnight. Event rentals that coincide or overlap with Harman Center hours will be subject to public being present within the building and/or engaged in activities in areas outside of the rental.

Harman Center observes the following closure dates: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran’s Day, Thanksgiving and Christmas. Prior arrangements may be made with consent and authorization from Harman Center Supervisor for events on these closure dates and additional fees may apply.

Rental use includes only the areas reserved for use as specified on page 1, including set-up and clean-up times. Should your event conclude early, there will be no refund for amount of time unused.

No food or drinks allowed in carpeted areas of the building.

BALLROOM RENTAL FEES: Ballroom rental includes the ballroom section areas as reserved, kitchen (if full ballroom or section C rental) back patio area, bathrooms and foyer entrance area to and from the ballroom. **The Ballroom Rental Fees DO NOT INCLUDE use of the fireplace seating area and bar area, other than to allow event guests to enter and leave. These areas remain open for public during normal center hours unless Fireplace Seating/Bar Areas reservation is included and paid for in Rental Agreement. Additional charge applies for reservations of these areas.**

Regular *Three (3) hour rental time minimum*

- Full Ballroom – Three (3) Sections: \$300 per hour + tax; rounded to nearest ½ hour
- Ballroom – Two (2) Sections: \$220 per hour + tax; rounded to nearest ½ hour
- Ballroom – One (1) Section: \$110 per hour + tax; rounded to nearest ½ hour

Non-Profit *Three (3) hour rental time minimum*

- Full Ballroom – Three (3) Sections: \$225 per hour + tax; rounded to nearest ½ hour
- Ballroom – Two (2) Sections: \$180 per hour + tax; rounded to nearest ½ hour
- Ballroom – One (1) Section: \$ 90 per hour + tax; rounded to nearest ½ hour

Rental rates DO NOT include set-up or tear down of tables, chairs or equipment. Renter is responsible for set-up and tear down of tables and chairs. Building must be returned to the same like condition as prior to event rental.

FIREPLACE SEATING/BAR FEE: \$150

SET-UP/TEAR DOWN RATE: **Regular:** \$110 per hour + tax; rounded to the nearest ½ hour

Non- Profit: \$ 90 per hour + tax; rounded to the nearest ½ hour

PAYMENT: **ALL RENTAL FEE CHARGES MUST BE PAID IN FULL 30 DAYS PRIOR TO THE EVENT DATE.** Rental balance not paid fully by 30 days prior, may result in the City of Yakima-Harman Center cancelling the event and the Renter’s security deposit being forfeited.

<u>SECURITY DEPOSIT:</u>	Full Ballroom – three (3) sections	\$ 500 no alcohol \$1,000 with alcohol
	Ballroom – two (2) sections	\$ 350 no alcohol \$1,000 with alcohol
	Ballroom – one (1) sections	\$ 175 no alcohol \$1,000 with alcohol

Security Deposit is due and payable along with completed Rental agreement at the time of booking to secure event date. Security Deposit is held until after the event and NOT applied to Rental balances. Upon final inspection and assessment of building condition, Security Deposit will be mailed via check *if all conditions are*

met and satisfactory. No cash or credit card credit will be the source of refund regardless of Renter's original method of payment.

All or a portion of the Security Deposit will be retained if (1) there is a cost for repairing any facility damage incurred during the rental, (2) anything is stolen from the premises, (3) the rental exceeds the required end time, or (4) City staff time is required to return the facility to its pre-event condition, because of Renter's failure to fully clean up tables, chairs, equipment, and decorations.

Should the amount of the Security Deposit not fully cover the costs to repair or replace damage to or theft of City property, the Renter shall be responsible for all amounts in excess of the Security Deposit.

LIABILITY INSURANCE:

*Renter must secure General Liability Insurance in the form of a Certificate of Insurance naming the City of Yakima, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds and providing broad form contractual liability coverage for the day(s) of event. The insurance must have a Combined Single Limits Bodily Injury and Property Damage Liability with a minimum protection of \$2,000,000 per occurrence and general aggregate. The limits of such insurance shall not limit the liability of Renter. The policy shall be a primary policy, not contributory with or secondary to the City's insurance. *The policy must include liquor liability if the Renter serves or plans to serve liquor at the event, and shall not contain an assault and battery exclusion.* Certificate of Insurance must be provided to the Center no less than 30 days prior to the event date. If the Renter fails to provide proof of insurance by the required deadline, this Agreement will terminate, and all fees provided by the Renter will not be refunded. Renter's insurance shall waive any right to subrogation from the City or its insurance.*

DECORATIONS:

Decorations are not provided by the Harman Center. *Decorations may not be attached to any walls/ceilings in the Harman Center.* The following decorations are prohibited at the Harman Center: fireworks, open-flame candles, sparklers, oil burning lamps, rice, glitter, birdseed, confetti, glitter sprays or other such decorations that are difficult to clean up. Fog machines in the building are prohibited. The Renter, guests, florists, decorators, caterers, musicians, photographers, etc. shall all comply with these rules and regulations.

ALCOHOL/SECURITY:

1. If alcohol will be served and consumed at the event, a Banquet Permit MUST be purchased by the Renter from the *Washington State Liquor and Cannabis Board.* The Banquet Permit must be proved no later than 30 days from the date of event.

Alcohol in keg containers, must be placed upright onto rubber mats and not dropped directly onto floor.

2. The City of Yakima requires licensed Uniformed Security Officers for any event at the Harman Center serving alcohol, and security must be present during the entire event. Renter is REQUIRED to obtain security service with one (1) Security Officer per every 100 attendees and proof of security must be provided no later

than 30 days from date of event. The cost of hiring security is the responsibility of the Renter. Security officers shall act in the best interest of the Center.

3. Should the Renter fail to provide documentation of Banquet Permit and Security later than 30 days from day of event, the City reserves the right to cancel the event and retain the Security Deposit. **ALCOHOL IS PROHIBITED OUTSIDE OF THE BUILDING, EXCEPT WITHIN THE PATIO AREA.**

SMOKING:

Smoking is prohibited in any indoor area, of the Harman Center Facility, including marijuana, cigars, e-cigarettes and vape pens.

SOUND:

Due to Washington State Peace and Quiet Administrative Code, and the location of the Center within a residential area, music or sound producing electronic or mechanical devices loud volume noise must be lowered at 10:00 PM and all doors to the outside must be closed as to not unreasonably disturb any person(s) outside of the event.

EVENT SET-UP:

The Harman Center is available to our 50 and older community with ongoing scheduled events and activities from 8:00 AM – 4:00 PM Monday through Friday and Saturday 9:00 AM – 3:30 PM. To eliminate conflicts with the Harman Center's programs and activities, the earliest the Ballroom may be accessed for Renter's event set-up is:

Weekdays (M-F): 4:30 PM on the day of reserved event
Saturdays: 12:00 PM on the day of reserved event

Due to Harman Center activities and programs and limited storage, we are not able to accommodate storage of items and/or decorations prior to event set-up date/time.

EVENT CLEAN-UP:

All events must conclude by 12:00 AM (Midnight) and all clean up (*per Harman Center Clean-Up Checklist*) must be completed no later than 1:00 AM. All tables and chairs must be returned to the appropriate storage area in good order. All debris and spills must be swept up and cleaned. Kitchen counters and floors must be clean and free of debris and spills. Trash must be placed in trash bags, removed from the building and deposited in the outside receptacle at the east end of the building. All decorations, supplies and equipment must be removed from the building immediately following your event. Building must be returned to pre-event condition. *A detailed clean-up checklist will be provided by Harman Center Facility attendant upon Renter's arrival and must be completed and returned to Harman Center Facility attendant prior to departure.*

If the Renter or event attendees, have not vacated by the agreed time as noted on page 1, a fee of \$100 per hour or part thereof will be deducted from the security deposit for additional overage time.

CHANGES:

In the event Renter wishes to change the date of the event, Harman Center will make every effort to transfer the reservation to the new date and apply deposit or any fees collected to the new date. *Date changes accepted no later than 45 days before Event date.* Renter agrees to pay any remaining fees (no later than 30 days before event date) and will need to sign a new Rental Agreement with such changes and fees. Should Harman Center not be able to accommodate the changes, the original reservation will be cancelled.

CANCELLATION POLICY:

In the event of cancellation by Renter, the Security Deposit will be refunded in full. However, the rental and clean-up/set-up fees will be refunded pursuant to the following schedule from when event is cancelled:

30 or more days prior to event:	Full Refund
29 - 21 days prior to event:	50% Refund
Less than 20 days prior to event:	No Refund

Under certain conditions, the City of Yakima-Harman Center may be forced to cancel a rental agreement. Possible reasons may include, but not be limited to, a declared state of emergency, unsafe environmental or health conditions, or interrupted utility service. In such an event, the Renter agrees that the City of Yakima – Harman Center shall not have responsibility for anything the Renter may suffer or incur due to the cancellations. The City will attempt to notify the Renter as soon as possible if such cancellation occurs. All fees and or deposits paid for the rental reservation will be refunded to the Renter by the City of Yakima for the certain reasons listed.

DAMAGES/REPAIRS:

At the end of event, the Harman Center Facility attendant will inspect and inventory the rented space areas and bathrooms for any damage or missing items. Any damaged or missing items will be charged to the Renter of all repair, replacement, labor costs and/or charges of a professional cleaning service. .

Renter agrees that should there be any damage to the Center as a result of the actions, intentional, negligent, or accidental of the Renter, event guests, or Renter’s agents and subcontractors, the Renter shall be liable for said damages and all related costs and expenses and Renter agrees to pay all costs.

MISCELLANEOUS:

1. Reservations are made on a first-come-first-served basis, and both a completed Rental Agreement and Security Deposit must be received by the City of Yakima-Harman Center in order for the event date and times to be reserved.
2. In the event any law enforcement agency called to assist with a disturbance by the Renter and/or attendees during the event, the security deposit will be forfeited.
3. The City of Yakima/Harman Center shall not be responsible for any personal property or equipment lost, stolen, damaged or destroyed while on the Harman Center premises. Items left behind from event guests or subcontractors and not retrieved by end of the following business day, the Center will have the right to custody of the articles left behind and dispose of at their discretion.

4. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any judicial action to enforce or interpret this Agreement shall lie in a court of competent jurisdiction in Yakima County, Washington.

PENALTY FOR BREACH:

The Renter may be subject to a penalty of \$500, due within 7 days of the event, should the Renter breach the conditions of this agreement, including but not limited to: the failure to provide security if Renter serves alcohol; the failure to conclude the event and clean-up/tear-down by 1:00 AM, and/or the failure to lower music or close the outside doors by 10:00 PM.

INDEMNIFICATION:

Renter agrees to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, or any other attempt to collect compensation arising from or in connection with this Agreement or the Renter's event. The City's right to indemnification includes attorney's fees costs associated with establishing the right to indemnification hereunder in favor of the City.

AVAILABLE SUPPLIES/EQUIPMENT:

The following is available for event usage at no extra charge (including tables, chairs and kitchen as listed on page 1). Items used that are not returned to the Harman Center Facility Attendant on site before leaving, will result in Renter's forfeit of deposit. Should replacement costs (including taxes and shipping fees) exceed deposit, Renter will be invoiced for the difference and balance due and payable upon invoice.

Please check mark the items that will be used during your event:

- | | |
|--|--|
| <input type="checkbox"/> Cordless Microphone | <input type="checkbox"/> Podium |
| <input type="checkbox"/> Projector | <input type="checkbox"/> Projection Screen |
| <input type="checkbox"/> Carafes | <input type="checkbox"/> Pitchers |

RENTER ACKNOWLEDGMENT: Your initials and signature below acknowledge your understanding of the terms and conditions set forth in this agreement.

- 1) Payment is due 30 days prior to the event. _____ *Initial*
- 2) Rental includes only the areas available for use as listed on Page 1 including set-up and clean-up times _____ *Initial*
- 3) General Liability Insurance, Security Contract and Banquet Permit is required 30 days prior to event. _____ *Initial*
- 4) Harman Center Facility Staff has the right to cancel event if policies are not followed. _____ *Initial*
- 5) Alcohol: WILL be served WILL NOT be served _____ *Initial*
- 6) No alcohol will be served unless Security Banquet Permit is present and posted. _____ *Initial*
- 7) Alcohol will only be served to individuals who are 21 years of age or older. _____ *Initial*
- 8) Adults are responsible for supervision of children at all times. _____ *Initial*
- 9) The *Harman Center Clean-Up Checklist* will be used to ensure all necessary cleanup completed and building left in pre-event condition, and Renter must pick up checklist from Harman Center Attendant during set-up time and no later than start event time. _____ *Initial*
- 10) If additional cleaning, missing items, or damage occurs due to Renter's or their attendee's negligence, Renter will be held responsible. _____ *Initial*
- 11) Full Ballroom capacity is 225 according to fire code. Facility Staff reserves the right to cancel any activity that does not comply. _____ *Initial*
- 12) Renter must return completed *Harman Center Clean-up Checklist* and check in with Harman Facility Attendant before leaving the building to ensure everything is completed or Security Deposit may be forfeited. _____ *Initial*
- 13) Harman Center requires music to be lowered and all outside doors to be closed at 10:00 PM. _____ *Initial*
- 14) Set-up and tear down of tables and chairs will be the Renter's responsibility. _____ *Initial*
- 15) No refund will be issued for time unused if event commences earlier than noted in this Rental Agreement. _____ *Initial*
- 16) Harman Center is open to the public during business hours with activities and program times that may coincide or overlap rental event hours and persons other than event attendees, may be in the facility building attending scheduled events and activities. _____ *Initial*

The person signing this Rental Agreement will be considered the responsible party "Renter" and further agrees to pay any and all fees set forth herein, at the time of approval, associated with this rental request and abide by the rules and regulations included in the rental agreement provided at the time of reservation.

Applicant "Renter" Signature: _____ Date: _____