



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



CLASSROOM RENTAL AGREEMENT

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

Date of Registration: _____

Event Name/Organization: _____

Mailing Address: _____

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

Main Contact “Renter”: _____

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

Email Address: _____

EVENT DATE: _____ **DAY(S) OF WEEK:** _____

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

CLEAN-UP END TIME: _____ **# OF EXPECTED ATTENDEES:** _____

EVENTS MUST BEGIN AND END AT TIMES AS SPECIFIED ABOVE

Classroom Capacity: Forty (40)

Floor Size: Classroom A: 30 feet by 25 feet; 750 Sq. ft

Classroom B: 31 feet by 26 feet; 806 Sq. ft

Table & Chairs: Tables and chairs available for 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; one (1) Dual Coffee Brewer Machine. Carafes and Pitchers available by request at no additional cost. The City of Yakima – Harman Center **does not furnish** coffee grounds, pans, dishes, service ware, 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. The Harman Center is closed on Sundays. 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 persons being present within the building and/or engaged in activities in areas outside of the reserved rental room.

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 are allowed in carpeted areas of the building.

CLASSROOM RENTAL FEE:

Regular

*Monday thru Friday – two (2) hour minimum
\$50 per hr. + tax rounded up to the nearest ½ hour*

*Saturday – three (3) hour minimum
\$60 per hr. + tax rounded up to the nearest ½ hour*

Non-Profit

*Monday thru Friday – two (2) hour minimum
\$40 per hr. + tax rounded up to the nearest ½ hour*

*Saturday – three (3) hour minimum
\$50 per hr. + tax rounded up to the nearest ½ hour*

Rental fee charges applied are per hour and rounded to the nearest ½ hour, for the accumulated time of total hours of set-up, event time and clean up times.

SET-UP/CLEAN-UP FEE:

Fee for set-up and clean-up time are the same rates as rental fee. Rental fee is applied to the consecutive hours from start time of set-up throughout event, and to the end time of clean-up.

Renter is responsible for set-up and tear down of tables, chairs, and decorations. Building must be returned to the same like condition as pre-event.

PAYMENT:

ALL RENTALS MUST BE PAID IN FULL 30 DAYS PRIOR TO EVENT. Rental balance not paid in full 30 days prior to event, may result in the City of Yakima – Harman Center cancelling event.

SECURITY DEPOSIT:

A Security Deposit of \$1,000 is required only if alcohol will be served at event and due and payable along with a completed Rental Agreement at the time of booking.

Security Deposit is held until after the event and is NOT applied to Rental balances. Upon final inspection and assessment of building condition, Security Deposit will be mailed to the Renter via City of Yakima 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, (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 or (5) proof of General Liability and/or Banquet Permit and Security Service not provided as set forth in this Agreement. Renter may also be subject to a penalty for breach.

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.

AVAILABILITY:

Classroom availability is dependent on current schedule and events and on a first come first serve bases. Classroom will only be reserved and secured upon receipt of the a completed and signed Rental Agreement. We reserve the right to move group's classroom location to accommodate Harman Center programs and events.

LIABILITY INSURANCE:

Renter must secure General Liability Insurance in the form of a Certificate of Insurance with Certificate Holder named City of Yakima/Harman Center, 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 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. Renter's General Liability insurance shall waive any right to subrogation from the City or its insurance.

- Events serving alcohol: 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 policy must include liquor liability and shall not contain an assault and battery exclusion.***
- Events not serving alcohol: The insurance must have a Combined Single Limits Bodily Injury and Property Damage Liability with a minimum protection of **\$1,000,000 per occurrence and general aggregate,** ***and shall not contain an assault and battery exclusion.***

Certificate of Insurance must be provided to the Harman Center no less than 30 days before the event date. If the Renter fails to provide proof of insurance by the required deadline, this Agreement will terminate, all deposits and/or fees

provided by the Renter will not be refunded and Renter may be subject to a penalty breach.

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 provided no less than 30 days before the event.

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 Harman Center.

3. Should the Renter fail to provide proof of Banquet Permit and Security Service 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 or within 25 feet, of the Harman Center Facility, including the use of marijuana, cigars, e-cigarettes and vape pens.

SOUND:

Music or sound producing electronic or mechanical devices or any activity with 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, set-up is based on availability amid and after scheduled events and activities.

Due to Harman Center activities, programs and limited storage, we are not able to accommodate storage of items and/or decorations prior to Renter's event set-up date/time. **Access to the classroom for set-up will be the time as marked on page 1 of this agreement.**

EVENT CLEAN-UP:

All events must conclude by 12:00 AM (Midnight) and all clean up must be completed no later than the time as marked on page 1 of this agreement or 1:00 AM for events concluding at 12:00 AM.

- 1) All tables and chairs must be returned to the appropriate pre-event area(s) in good order.
- 2) All debris and spills must be swept up and cleaned.
- 3) Counters, tables and floors must be clean and free of debris and spills.
- 4) Trash must be placed in trash bags, removed from the building and deposited in the outside receptacle.
- 5) All decorations, supplies and equipment must be removed from the building immediately following your event.
- 6) Room and areas utilized, including kitchen, must be returned to pre-event condition.

If the Renter or event attendees, have not vacated by the agreed time as noted on page 1, a fee of \$55 per hour (rounded to the nearest ½ hour) or part thereof will be charged to the Renter and due no later than 7 days after event.

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 fees or any deposit collected to the new 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:

Rental, set-up, and clean-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.

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 for all repair, replacement, labor costs and/or charges of a professional cleaning service.

Renter agrees that should there be any damage 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.

MISCELLANEOUS:

1. Reservations are made on a first-come-first-serve basis, and a completed and signed Rental Agreement 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 is called to assist with a disturbance by the Renter and/or attendees during the event, any incurred costs will be charged to the Renter and payable no later than 7 days after event.
3. The City of Yakima-Harman Center shall not be responsible for any lost, stolen, damaged or destroyed personal property or equipment 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 secure 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 for any breach of terms and conditions set-forth and are due and payable no later than 7 days after the event, should the Renter breach the conditions of this agreement

INDEMNIFICATION:

Renter agrees to release, indemnify, defend, and hold harmless the City of Yakima, 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 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 being charged replacement cost of new like quality and kind equipment including tax and shipping charges. Renter will be invoiced and balance due and payable no later than 7 days after event.

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'S ACKNOWLEDGEMENT: Your initials and signature below acknowledge you understand the terms and conditions set forth in this agreement.

- 1) Classroom rental is on a first come, first serve basis and a completed and signed Rental Agreement required at booking to secure event date. _____ *Initial*
- 2) Payment is due no later than 30 days prior to the event. _____ *Initial*
- 3) Proof of General Liability Insurance is required no later than 30 days prior to event with the following applicable limits/terms:
 - Event with no alcohol service, a \$1,000,000 General Liability Insurance Certificate is required. _____ *Initial*
 - Event with alcohol service, a \$2,000,000 General Liability Insurance Certificate, Security Service Contract and Banquet Permit is required. _____ *Initial*
- 4) Alcohol: WILL NOT be served WILL be served (only to individuals 21 years of age or older) _____ *Initial*
- 5) No alcohol allowed to be served unless Security Banquet Permit and Security Service is present and all Alcohol/Security terms are met. _____ *Initial*
- 6) Harman Center Facility Staff has the right to cancel event if policies are not followed. _____ *Initial*
- 7) Adults are responsible for supervision of children at all times. _____ *Initial*
- 8) Set-up and tear-down of tables and chairs will be the Renter's responsibility and room table/chair layout to be returned to pre-event placement. _____ *Initial*
- 9) Classroom to be cleaned of all garbage, debris, spills and decorations with counters and tables wiped down and classroom left in pre-event condition. _____ *Initial*
- 10) If additional cleaning, missing items, or damage occurs due to the Renter or their attendee's negligence, Renter will be held responsible. _____ *Initial*
- 11) Classroom capacity is 40 according to fire code. Facility Staff reserves the right to cancel any activity that does not comply. _____ *Initial*
- 12) Person in charge must check out with a Facility Staff member before leaving the building. _____ *Initial*
- 13) Harman Center requires music to be lowered and all outside doors to be closed at 10:00 PM. _____ *Initial*
- 14) Decorations may not be attached to any walls/ceilings and flame type decorations are prohibited. _____ *Initial*

The person signing this Rental Agreement will be considered the responsible party "Renter" and further agrees to comply with all the terms, fees and charges set forth at the time of reservation in this Rental Agreement.

Applicant "Renter" Signature: _____ Date: _____