

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2016-701**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ADOPTING AN AMENDED POLICY FOR  
FACILITY RENTALS AT THE BEAVER LAKE LODGE AND  
PAVILION, PICNIC SHELTERS AND SAMMAMISH CITY  
HALL.**

WHEREAS, the City of Sammamish assumed ownership of Beaver Lake Park on January 1, 2003; and

WHEREAS, the Beaver Lake Lodge and Pavilion facilities within Beaver Lake Park are dedicated for community use and may be reserved for private party use and for non-profit use; and

WHEREAS, a previous policy governing facility rentals at the Beaver Lake Lodge and Pavilion was approved by Resolution 2007-293 and amended by Resolution 2015-632; and

WHEREAS, the City of Sammamish owns and operates a number of public park facilities; and

WHEREAS, many of the City park facilities include picnic shelters that may be reserved for private facility rentals; and

WHEREAS, a previous policy governing facility rentals at picnic shelters was approved by Resolution 2007-294 and amended by Resolution 2015-634; and

WHEREAS, the Sammamish City Hall opened in 2007; and

WHEREAS, City Hall facilities are used primarily to support City business and operations; and

WHEREAS, a previous policy governing facility rentals at City Hall was approved by Resolution 2007-307 and amended by Resolution 2015-631; and

WHEREAS, the City of Sammamish Municipal Code, Chapter 7.12 provides general guidelines for public facility use; and

WHEREAS, the City of Sammamish now desires to update the previously adopted policies.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH,  
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. Policy on Facility Rental, Adopted. The City Council hereby adopts the amended policy for facility rentals at the Beaver Lake Lodge and Pavilion, attached hereto as Attachment "A" and incorporated herein by reference.

Section 2. Policy on Facility Rental, Adopted. The City Council hereby adopts the amended policy for picnic shelter rentals, attached hereto as Attachment "B" and incorporated herein by reference.

Section 3. Policy on Facility Rental, Repeal. The City Council hereby amends by repealing the policy for facility rentals at City Hall, attached hereto as Attachment "C" and incorporated herein by reference.

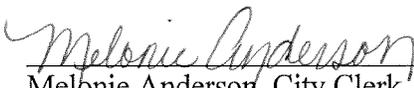
Section 4. Effective Date. The effective date of these policies shall be October 19, 2016.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 18<sup>th</sup> DAY OF OCTOBER, 2016.**

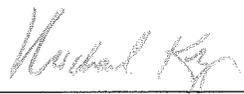
CITY OF SAMMAMISH

  
\_\_\_\_\_  
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Michael R. Kenyon, City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Resolution No.:

October 13, 2016  
October 18, 2016  
R2016-701



# CITY OF SAMMAMISH POLICIES AND PROCEDURES

|   |                                 |                                     |                             |
|---|---------------------------------|-------------------------------------|-----------------------------|
| <b>Subject:</b><br>BEAVER LAKE LODGE AND PAVILION FACILITY<br>RENTALS |                                 |                                     | <b>Department:</b><br>PARKS |
|   |                                 |                                     | <b>Number:</b><br>076.01.01 |
| <b>Effective Date:</b><br>10/19/2016                                  | <b>Supersedes:</b><br>R2015-657 | <b>Approved By:</b><br>City Council | <b>Date:</b><br>10/18/2016  |

## 1.0 PURPOSE

To establish a policy for rental of the Lodge and Pavilion at Beaver Lake Park.

## 2.0 DEFINITIONS

**Applicant:** Refers to individuals or groups reserving a facility and completing a facility usage/rental application.

**Business Hours:** 8:30 AM to 5 PM, Monday through Friday, except holidays.

**City Hall:** Building located at Sammamish Commons at 801 - 228<sup>th</sup> Avenue SE.

**Commercial:** Individuals, groups or businesses engaged in profit making activities that charge admissions, fees for services, sell tickets, food or other items, solicit funds or donations, offer other money-making activities or promote a commercial business.

**City Co-Sponsored:** City provides funding or in-kind services in the support of a program, activity, special event or meeting.

**City Sponsored:** City funded, operated and managed programs, activities, special events or meetings.

**Dusk:** The time that is thirty (30) minutes after sunset. At this time and under good weather conditions, there is enough light for objects to be clearly distinguishable. Outdoor activities without artificial illumination should end at this time. A civil twilight schedule will be used to establish this time of day throughout the year.

**Lake:** Beaver Lake.

**Lodge:** The log cabin located at 25101 SE 24<sup>th</sup> Street in Beaver Lake Park.

**Long-Term Rentals:** Rentals that book a consistent day and time for three (3) or more consecutive months.

**Park:** Beaver Lake Park.

**Pavilion:** The open air, wood structure located in Beaver Lake Park between the Lodge and the Lake.

**Resident:** Individuals whose primary residential or business address is within the City limits of the City of Sammamish.

**Weekday Rentals:** Lodge: Monday through Thursday 8 AM to 10 PM and Friday 8 AM to 5 PM. Pavilion: Monday through Friday 8 AM to Dusk.

**Weekend Rentals:** Lodge: Friday 5 PM to midnight; Saturday 8 AM to midnight; and Sunday 8 AM to 10 PM. Pavilion: Saturday and Sunday 8 AM to Dusk.

### **3.1 POLICY**

All Lodge and Pavilion rentals are to be in accordance with the following policies:

#### **3.2 Purpose of Rentals**

City facilities may be reserved for civic, non-profit/not-for-profit, recreational and non-commercial purposes. City facilities may not be used for commercial purposes except by concession contract or by special use permit issued by the Parks and Recreation Director or his/her designee.

#### **3.3 Right of Refusal**

The City reserves the right to limit or deny facility rentals due to staff availability, incompatibility of the rental request with the City's facilities or for other similar reasons.

#### **3.4 Non-Discrimination**

The City does not discriminate on the basis of race, creed, color, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental or physical disability or any other unlawful basis. Any persons or group using City facilities must follow the same non-discriminatory policy.

#### **3.5 Non-Endorsement**

Permission to use City facilities does not constitute an endorsement of an Applicant's philosophies, policies, beliefs, mission or purpose.

#### **3.6 Facility Usage Priority**

City programs and activities take precedence over all other facility usage requests. City sponsored or co-sponsored public meetings, public events, public activities and organizations that have a contractual relationship with the City take precedence over non-

City sponsored or non-co-sponsored events. The same priority structure applies to facility resources, including tables, chairs and other equipment.

### **3.7 Liability**

- A. The Applicant agrees to defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with the Applicant's use of the facility or by the Applicant's breach of the rental agreement, except for such injury or damage as shall have been occasioned by the sole negligence of the City. .
  
- B. The City is not responsible for the loss, theft or damage to the Applicant's property.

### **3.8 Security**

The City reserves the right to require and establish ratios of security personnel and/or adult supervision to monitor the safety and welfare of the attendees of any function at City facilities at the Applicant's expense.

### **3.9 Special Conditions**

The City reserves the right to add requirements or restrictions, including but not limited to the payment of an additional damage deposit as a condition of the rental.

### **3.10 Facility Rental Fees**

- A. Facility rental fees are established by the City Council. Rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Facility rental fees are subject to change without notice. A copy of the current fee schedule is available at City Hall and on the City's website.

### **3.11 Cancellation**

- A. The City reserves the right to close a facility or cancel a rental at anytime due to an emergency, severe weather, situations that may result in facility damage or personal injury or for any other reason deemed necessary by the Parks and Recreation Director or his/her designee.
  
- B. A full refund will be issued for City-initiated cancellations.

### **3.12 Policy Violation**

Violation of these policies may result in the immediate termination of the rental or the usage agreement with or without a refund.

### 3.13 Policy Interpretation

The City Manager or his/her designee shall make any necessary interpretations of this policy, and such interpretations shall be final and binding.

## 4.1 PROCEDURE

### 4.2 Facility Reservations

- A. Scheduling of the Lodge and the Pavilion are done through the Parks and Recreation Department, located at City Hall. Rental applications are accepted on a first-come, first-served basis, during business hours only.
- B. An application for use of the facility must be made by a person eighteen (18) years of age or older.
- C. The Applicant must be on site for the entire duration of the rental.
- D. The Lodge is subject to availability and may be reserved during the following times:

|                   |                 |
|-------------------|-----------------|
| Monday – Thursday | 8 AM – 10 PM    |
| Friday – Saturday | 8 AM – Midnight |
| Sunday            | 8 AM – 10 PM    |
- E. The Pavilion is subject to availability and may be reserved during the following times:

|                 |             |
|-----------------|-------------|
| Monday – Sunday | 8 AM – Dusk |
|-----------------|-------------|
- F. Reservations may be made by residents up to fourteen (14) months in advance for residents and by non-residents up to twelve (12) months in advance.
- G. Rental requests must be made at least fourteen (14) days in advance of the rental date. Reservation requests received with less notice than previously specified may not be accommodated.
- H. The City does not “hold” rental dates. Reservations are confirmed and the rental date and time are secured after the rental application has been approved and fifty percent (50%) of the rental fees have been paid. If the down payment is not received within two (2) weeks of booking the event, the event will be cancelled.
- I. The facility is reserved in half hour increments. Weekday Rentals require a two (2) hour minimum reservation. Weekend Rentals require a six (6) hour minimum reservation for both facilities.

- J. Reservation requests on City observed holidays are processed at the Weekend Rental rates.
- K. Long-term and ongoing rentals require approval by the Parks and Recreation Director or his/her designee. In most cases, requests for ongoing rentals will be approved for no more than six (6) months at a time.
- L. All reservation requests are subject to review and approval by the Parks and Recreation Director or his/her designee.

#### **4.3 Payment for Facility Rentals**

Fifty percent (50%) of the rental fees are due at the time of booking. The balance and the damage deposit are due two (2) months in advance of the reservation.

#### **4.4 Damage Deposits**

- A. Rental groups that exceed one-hundred (100) people and/or groups serving food and/or beverages during the facility rental are required to pay the damage deposit.
- B. If a rental group reserves the Lodge and the Pavilion on the same day, the group is required to pay a single damage deposit at the rate established for the Lodge.
- C. Damage deposits are fully refundable provided the following conditions are met:
  - i. The rented facility is left in a clean and orderly manner.
  - ii. The flooring was not stained or damaged as a result of the rental.
  - iii. The facility was not damaged as a result of the rental.
  - iv. Use of the facility did not exceed the scheduled reservation time.
  - v. All facility equipment is accounted for and not damaged or broken.
  - vi. Additional staff time was not required as part of the rental.
  - vii. All rules/guidelines governing rental use of the City facilities were met.
- D. If all conditions are met to the satisfaction of the City, a refund will be processed within six (6) weeks of the rental date. If the conditions are not met to the satisfaction of the City, an appropriate fee will be deducted from the damage deposit. If necessary, rental groups will be charged to cover any additional costs incurred by the City as a result of the rental.
- E. Appeals regarding the decision to withhold all or a portion of a damage

deposit shall be directed to the Parks and Recreation Director or his/her designee.

#### **4.5 Rental Cancellations**

- A. Rental cancellations will result in a non-refundable cancellation fee of twenty percent (20%) of the rental fees, regardless of the amount of notice given.
- B. Cancellations made with less than two (2) months' advance notice will result in a non-refundable cancellation fee of fifty percent (50%) of the rental fees.
- C. Cancellations made with less than two (2) weeks' advance notice will not be refunded.
- D. Appeals regarding the application of a cancellation fee shall be directed to the Parks and Recreation Director or his/her designee.

#### **4.6 Rental Date and Time Changes**

- A. All facility rental date and time change requests are subject to staff and facility availability.
- B. Additional rental time must be paid for in full at the time the request for additional time is made.
- C. Refunds will not be issued for a reduction in rental hours if the request is received with less than two (2) months' advance notice.

#### **4.7 Insurance Requirements**

- A. Liability insurance naming the City of Sammamish as an additional insured is required when any of the following apply:
  - a. Alcohol will be served;
  - b. The event is open to the public;
  - c. Admission fees will be collected for the event or fees collected for anything provided during the event (*e.g.* fees for goods, food, dues etc.);
  - d. Law enforcement or security will be required; and/or
  - e. For other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.
- B. Applicants required to obtain insurance shall provide proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000) general aggregate. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured.

- C. One (1) month prior to the facility rental, the Applicant shall submit a copy of the Certificate of Insurance to the City as evidence of acceptable insurance coverage. The following items shall be included on the Certificate of Insurance:
- i. Location of activity;
  - ii. Type of proposed activity;
  - iii. If Alcohol is being served, the certificate must include language to indicate that "Liquor Liability is Included;"
  - iv. Separate Endorsement Sheet with additional insured endorsement attached; and,
  - v. Effective date(s) of coverage.
- D. Insurance may be available through the Washington Cities Insurance Authority (WCIA) website under the Tenant User Liability Insurance Program (TULIP).

## **5.1 GENERAL REGULATIONS**

### **5.2 Solicitation and Sale of Goods**

The solicitation or sale of goods, services, wares, merchandise, liquids, or edibles for human consumption, or the distribution or posting of any handbills, circulars, or signs is prohibited in any City of Sammamish facility or park, except by concession contract or by special use permit issued by the Parks and Recreation Department.

### **5.3 Food and Beverage Service**

- A. Food and beverage service is permitted at the Lodge and the Pavilion during all rentals.
- B. Alcohol may be served in the Lodge according to the following regulations:
  - i. Alcohol is prohibited in outdoor areas; including the Park and the Pavilion, except by permission of the Parks and Recreation Director or his/her designee. This provision does not apply to the front porch of the Beaver Lake Lodge.
  - ii. Alcohol service may include beer, wine, and champagne only. Liquor and other alcoholic beverages are prohibited.
  - iii. Beer kegs are permitted, provided the kegs are located in the kitchen.

- iv. Private invitation-only banquets or gatherings are required to obtain and display a Washington State Banquet Permit for the duration of the rental. Groups planning to sell alcohol during their event must obtain and display a Special Occasion License for the duration of the rental. Banquet Permits of Special Occasion licenses may be purchased online from the Washington State Liquor Control Board. A copy of the appropriate permit must be received by the City of Sammamish at least one (1) month prior to the rental. It is the sole responsibility of the Applicant to obtain and post the permit.
- v. Alcohol service shall conclude at least one (1) hour prior to the end of the rental reservation.
- vi. The Applicant is responsible for the conduct and behavior of the participants and guests involved in the rental activity. Legal responsibility for any participant's consumption of alcohol during the rental activity, whether invited or not, rests with the Applicant.
- vii. Alcohol service that has not been approved by the City, or that has not met the above conditions, may result in immediate cancellation of the rental, forfeiture of the damage deposit, and/or additional fees.

#### **5.4 Equipment**

- A. The City provides a limited amount of equipment for use during rentals. Applicants should consult with the City prior to booking their rental for a list of available equipment.
- B. Rental groups may elect to bring in additional equipment for use during their rental. Equipment use inside the Lodge or at the Pavilion is subject to prior approval by the Parks and Recreation Director or his/her designee.
- C. Users of the facility shall be responsible for providing all materials, supplies, and decorations to be used in conjunction with the rental.
- D. Delivery of equipment or other items for a rental must occur during the scheduled rental time. City staff will not sign for delivery items, and early deliveries will not be accepted.
- E. Dunk tanks, trackless trains, inflatable toys and other similar equipment, rides or features are prohibited.

#### **5.5 Minors**

Groups composed of minors shall be supervised by adults (18 years of age or older) at all times while using the Lodge or the Pavilion.

## **5.6 Maximum Room Capacities**

Maximum room capacities are designated by the City in cooperation with Eastside Fire and Rescue. Rentals that exceed approved capacities may be cancelled immediately, and the entire damage deposit may be withheld and additional fees may apply.

## **5.7 Set-Up**

Facility set-up is the responsibility of the Applicant. Set-up time must be included in the time period covered by the rental reservation. Rental groups will not be allowed early access to the facility.

## **5.8 Clean-Up**

- A. At the conclusion of the rental, all personal items must be removed from City facilities. Rental groups are not allowed to store items in City facilities.
- B. The rental group is responsible for cleaning the facility. City staff will provide cleaning equipment, supplies and assistance as necessary. A staff person will conduct a post-event inspection at the conclusion of the event. The following items must be addressed to avoid additional charges:
  - i. All City equipment shall be cleaned and returned to the proper storage location.
  - ii. All decorations and personal items shall be removed from the facility.
  - iii. All garbage cans shall be emptied and re-lined. Garbage shall be deposited in the outdoor garbage receptacle.
- C. Any cleaning and/or repairs that require staff time and materials will be deducted from the damage deposit and/or charged to the rental group.
- D. If a rental exceeds the time reserved, the Applicant will be charged for the additional time and/or it may be deducted from the damage deposit.

## **5.9 Amplified Sound**

- A. Use of amplified sound is permitted inside the Lodge.
- B. Use of amplified sound is not permitted at the Pavilion except by special use permit issued by the Parks and Recreation Director or his/her designee.

## **5.10 Decorations**

- A. Freestanding decorations are permitted.
- B. Pre-set hooks and nails may be used to hang decorations; otherwise, items may not be affixed to the ceiling, doors, columns, walls, light fixtures, or windows.

- C. Rice, birdseed, confetti, glitter, and dance wax are prohibited.
- D. Damage resulting from the use of hooks, nails, push pins, staples, tape, or other adhesives will result in the loss of all or a portion of the damage deposit and may result in additional charges.

#### **5.11 Flammable Materials**

- A. Floating candles are permitted in the Lodge. The wick of the candle must be at least four (4) inches below the opening of the candleholder and trimmed to a height of ½” or less. Candles must be floating in water.
- B. The use of all other flammable materials is prohibited inside the Lodge.

#### **5.12 Barbecues**

- A. The use of barbecues is restricted to the grass and outdoor areas around the Lodge and/or the Pavilion. Barbecues are not allowed inside the Lodge or inside the covered area of the Pavilion.
- B. Residential, kettle-style, or propane-style barbecues are allowed. Commercial-style or large pit barbecues are not allowed, except by permission of the Parks and Recreation Director or his/her designee.
- C. It is the responsibility of the rental group to dispose of ashes and briquettes in the coal bin next to the Pavilion.

#### **5.13 Fog and Smoke Machines**

Fog and smoke machines are prohibited. Use of these machines may activate the fire alarm and may result in immediate evacuation and/or cancellation of the rental, loss of all or a portion of the damage deposit and may result in additional charges.

#### **5.14 Tobacco and Related Products Prohibited**

Tobacco products, vaporizers, electric cigarettes, cigars, pipes of any kind, including but not limited to hookah pipes, chewing tobacco, and other related products are prohibited in City parks, which includes the Lodge and the Pavilion.

#### **5.15 Animals**

- A. Animals are prohibited inside the Lodge. This restriction does not apply to licensed or certified service animals.
- B. Pony rides and other live animal features or demonstrations are prohibited in all areas of the Park.

Adopted: 12/04/07  
Amended: 04/21/15  
Amended: 12/08/15  
Amended: 10/18/16



# CITY OF SAMMAMISH POLICIES AND PROCEDURES

|   |                                 |                                     |                             |
|---|---------------------------------|-------------------------------------|-----------------------------|
| <b>Subject:</b><br>PICNIC SHELTER RENTALS |                                 |                                     | <b>Department:</b><br>PARKS |
|   |                                 |                                     | <b>Number:</b><br>076.01.02 |
| <b>Effective Date:</b><br>10/19/16        | <b>Supersedes:</b><br>R2015-634 | <b>Approved By:</b><br>City Council | <b>Date:</b><br>10/18/16    |

**1.0 PURPOSE**

To establish a policy for rental of the picnic shelters at City of Sammamish parks.

**2.0 DEFINITIONS**

**Applicant:** Refers to individuals or groups reserving a facility and completing a facility usage/rental application.

**Business Hours:** 8:30 AM to 5 PM, Monday through Friday, except holidays.

**City Hall:** Building located at Sammamish Commons at 801 - 228<sup>th</sup> Avenue SE.

**City Co-Sponsored:** City provides funding or in-kind services in the support of a program, activity, special event or meeting.

**City Sponsored:** City funded, operated and managed programs, activities, special events or meetings.

**Commercial:** Individuals, groups or businesses engaged in profit-making activities that charge admissions, fees for services, sell tickets, food or other items, solicit funds or donations, offer other money-making activities or promote a commercial business.

**Dusk:** The time that is thirty (30) minutes after sunset. At this time and under good weather conditions, there is enough light for objects to be clearly distinguishable. Outdoor activities without artificial illumination should end at this time. A civil twilight schedule will be used to establish this time of day throughout the year.

**Long-Term Rentals:** Rentals that book a consistent day and time for three (3) or more consecutive months.

**Resident:** Individuals whose primary residential or business address is within the City limits of the City of Sammamish.

**Shelter Season:** March 1 thru September 30.

### **3.1 POLICY**

All picnic shelter rentals at City of Sammamish parks are to be in accordance with the following policies:

#### **3.2 Purpose of Rentals**

Picnic shelters may be reserved for civic, non-profit/not-for-profit, recreational and non-commercial purposes. Picnic shelters are not available for commercial use except by concession contract or by special use permit issued by the Parks and Recreation Director or his/her designee.

#### **3.3 Right of Refusal**

The City reserves the right to limit or deny rental of the picnic shelters due to incompatibility of the rental request with the City's facilities, or for other similar reasons.

#### **3.4 Non-Discrimination**

The City does not discriminate on the basis of race, creed, color, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental or physical disability or any other unlawful basis. Any persons or group reserving picnic shelter facilities must follow the same non-discriminatory policy.

#### **3.5 Non-Endorsement**

Permission to use City facilities does not constitute an endorsement of an Applicant's philosophies, policies, beliefs, mission or purpose.

#### **3.6 Facility Usage Priority**

City programs and activities take precedence over all other facility usage requests. City sponsored or co-sponsored public meetings, public events, public activities and organizations that have a contractual relationship with the City take precedence over non-City sponsored or non-City co-sponsored events. The same priority structure applies to facility resources and other equipment.

#### **3.7 Liability**

- A. The Applicant agrees to defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with the Applicant's use of the facility or by the Applicant's breach of the rental agreement except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- B. The City is not responsible for the loss, theft or damage to the Applicant's property.

### **3.8 Security**

The City reserves the right to require and establish ratios of security personnel and/or adult supervision to monitor the safety and welfare of the attendees of any function at City facilities at the Applicant's expense.

### **3.9 Special Conditions**

The City reserves the right to add requirements or restrictions, including but not limited to the payment of an additional damage deposit as a condition of the rental.

### **3.10 Picnic Shelter Rental Fees**

- A. Picnic shelter rental fees are established by the City Council. Rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Facility rental fees are subject to change without notice. A copy of the current fee schedule is available at City Hall and on the City's website.

### **3.11 Cancellation**

- A. The City reserves the right to close a picnic shelter or cancel a rental at any time due to an emergency, severe weather, situations that may result in facility damage or personal injury or for any other reason deemed necessary by the Parks and Recreation Director or his/her designee.
- B. A full refund will be issued for City-initiated cancellations.

### **3.12 Policy Violation**

Violation of these policies may result in the immediate termination of the rental or the usage agreement with or without a refund.

### **3.13 Policy Interpretation**

The City Manager or his/her designee shall make any necessary interpretations of this policy, and such interpretations shall be final and binding.

## **4.1 PROCEDURE**

### **4.2 Facility Reservations**

- A. Scheduling of the picnic shelters is done through the Parks and Recreation Department located at City Hall. Rental applications are accepted on a first-come, first-served basis, during business hours only.
- B. An Application for use of the facility must be made by a person eighteen (18) years of age or older.
- C. The Applicant must be on site for the entire duration of the rental.

D. Picnic shelter rentals are subject to availability and may be reserved during the Shelter Season during the following hours:

|               |              |
|---------------|--------------|
| Half Day – AM | 9 AM to 2 PM |
| Half Day – PM | 3 PM to Dusk |
| All day       | 9 AM to Dusk |

E. City of Sammamish residents may reserve picnic shelters on or after January 1 for the upcoming Shelter Season. Non-residents may reserve picnic shelters on or after March 1.

F. Reservation requests must be made at least fourteen (14) days in advance of the rental date. Reservation requests received with less notice than previously specified may not be accommodated.

G. The City does not “hold” rental dates. Reservations are confirmed and the rental date and time are secured after the rental application has been approved and the rental fees have been paid in full.

H. Long-term and ongoing rentals are not permitted.

I. All reservation requests are subject to review and approval by the Parks and Recreation Director or his/her designee.

#### **4.3 Payment for Facility Rentals**

Picnic shelter reservations require full payment at the time of booking.

#### **4.4 Damage Deposits**

A. A damage deposit may be required as deemed necessary by the Parks and Recreation Director or his/her designee.

B. Damage deposits are fully refundable provided the following conditions are met:

i. The rented picnic shelter is left in a clean and orderly manner.

ii. The picnic shelter and the other facilities and grounds near the shelter were not damaged as a result of the rental.

iii. Use of the picnic shelter did not exceed the scheduled reservation time.

iv. All rules/guidelines governing use of the picnic shelter were met.

C. If all conditions are met to the satisfaction of the City, a refund will be processed within six (6) weeks of the rental date. If the conditions are not met to the satisfaction of the City, an appropriate fee will be deducted from the

damage deposit. If necessary, the Applicant will be charged to cover any additional costs incurred by the City as a result of the rental.

- D. Appeals regarding the decision to withhold all or a portion of a damage deposit shall be directed to the Parks and Recreation Director or his/her designee.

#### **4.5 Rental Cancellations**

- A. Rental cancellations will result in a non-refundable cancellation fee of twenty percent (20%) of the rental fees, regardless of the amount of notice given.
- B. Cancellations made with less than one (1) month advance notice will result in a non-refundable cancellation fee of fifty percent (50%) of the rental fees or twenty-five dollars (\$25), whichever is greater.
- C. Cancellations made with less than two (2) weeks advance notice will not be refunded.
- D. Appeals regarding the application of a cancellation fee shall be directed to the Parks and Recreation Director or his/her designee.

#### **4.6 Rental Date and Time Changes**

- A. All facility rental date and time change requests are subject to availability.
- B. Additional rental time must be paid for in full at the time the request for additional time is made.

#### **4.7 Insurance Requirements**

- A. Liability insurance naming the City of Sammamish as an additional insured is required for picnic shelter rentals that are open to the public or for other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.
- B. Applicants required to obtain insurance shall provide proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000) general aggregate. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured.
- C. One (1) month prior to the rental, the Applicant shall submit a copy of the Certificate of Insurance to the City as evidence of acceptable insurance coverage. The following items shall be included on the Certificate of Insurance:
  - i. Location of activity/rental;

- ii. Type of proposed activity;
- iii. Separate Endorsement Sheet, including a copy of the additional insured endorsement; and
- iv. Effective date(s) of coverage.

D. Insurance may be available through the Washington Cities Insurance Authority (WCIA) website under the Tenant User Liability Insurance Program (TULIP).

## **5.1 GENERAL REGULATIONS**

### **5.2 Solicitation and Sale of Goods**

The solicitation or sale of goods, services, wares, merchandise, liquids, or edibles for human consumption, or the distribution or posting of any handbills, circulars, or signs is prohibited in any City of Sammamish park area, except by concession contract or by special use permit issued by the Parks and Recreation Department.

### **5.3 Alcohol Prohibited**

Alcohol is prohibited in all City parks, which includes all picnic shelters.

### **5.4 Tobacco and Related Products Prohibited**

Tobacco products, vaporizers, electric cigarettes, cigars, pipes of any kind, including but not limited to hookah pipes, chewing tobacco, and other related products are prohibited in all City parks, which includes all picnic shelters.

### **5.3 Amplified Sound**

Use of amplified sounds is prohibited, except by contract or by special use permit issued by the Parks and Recreation Director or his/her designee.

### **5.4 Prohibited Equipment**

Dunk tanks, trackless trains, inflatable toys and other similar equipment, rides or features are prohibited.

### **5.5 Barbecues**

- A. The use of barbecues is restricted to the outdoor areas immediately adjacent to the picnic shelters. .
- B. Residential, kettle-style, or propane-style barbecues are allowed. Commercial-style or large pit barbecues are not allowed, except when advance approval of the Parks and Recreation Director or his/her designee is obtained.

- C. It is the responsibility of the Applicant to dispose of ashes and briquettes in a designated coal bin.

**5.6 Animals**

Pony rides and other live animal features or demonstrations are prohibited.

**5.7 Clean-Up**

A. At the conclusion of the picnic shelter rental, the Applicant is responsible for cleaning the picnic shelter and the surrounding area according to the following:

- i. All decorations and personal items shall be removed from the facility.
- ii. All garbage shall be bagged and deposited in an appropriate garbage receptacle.

B. Any cleaning and/or repairs that require staff time and materials may be charged to the Applicant.

Adopted: 12/04/07

Amended: 04/21/15

Amended: 10/18/16



# CITY OF SAMMAMISH POLICIES AND PROCEDURES

|  |                                 |                                     |                             |
|--|---------------------------------|-------------------------------------|-----------------------------|
| <b>Subject:</b><br>REPEAL - CITY HALL FACILITY RENTALS |                                 |                                     | <b>Department:</b><br>PARKS |
|  |                                 |                                     | <b>Number:</b><br>076.01.04 |
| <b>Effective Date:</b><br>05/01/15                     | <b>Supersedes:</b><br>R2007-307 | <b>Approved By:</b><br>City Council | <b>Date:</b><br>04/21/15    |

## 1.0 PURPOSE

To establish a policy for facility rentals at Sammamish City Hall.

## 2.0 DEFINITIONS

**Applicant:** Refers to individuals or groups reserving a facility and completing a facility usage/rental application.

**Business Hours:** 8:30 AM to 5 PM, Monday through Friday, except holidays.

**City Hall:** Building located at Sammamish Commons at 801 - 228<sup>th</sup> Avenue SE.

**City Co-Sponsored:** City provides funding or in-kind services in the support of a program, activity, special event or meeting.

**City Sponsored:** City funded, operated and managed programs, activities, special events or meetings.

**Commercial:** Individuals, groups or businesses engaged in profit making activities that charge admissions, class fees, sell tickets, food or other items, solicit funds or donations, offer other money-making activities or promote a commercial business.

**Long-Term Rentals:** Rentals that book a consistent day and time for three (3) or more consecutive months.

**Resident:** Individuals whose primary residential or business address is within the City limits of the City of Sammamish.

**Sammamish Commons:** City owned property located at 228<sup>th</sup> Ave SE and SE 8th.

**Weekday Rentals:** Monday through Friday 8:30 AM to 4 PM.

**Weekend Rentals:** Friday 6 PM to midnight; Saturday 8 AM to midnight; and Sunday 8 AM to 10 PM.

### **3.1 POLICY**

All Sammamish City Hall facility rentals are to be in accordance with the following policies:

#### **3.2 Purpose of Rentals**

City facilities may be reserved for civic, non-profit/not-for-profit, recreational and non-commercial purposes. City facilities may not be used for commercial purposes except by concession contract or by special use permit issued by the Parks and Recreation Director or his/her designee.

#### **3.3 Facilities Available for Private Rentals**

The Council Chambers room is available for private facility rentals.

#### **3.4 Right of Refusal**

The City reserves the right to limit or deny rental of City facilities due to staff availability, incompatibility of the rental request with the City's facilities, or for other similar reasons.

#### **3.5 Non-Discrimination**

The City does not discriminate on the basis of race, creed, color, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental or physical disability or any other unlawful basis. Any persons or group using City Hall facilities must follow the same non-discriminatory policy.

#### **3.6 Non-Endorsement**

Permission to use City facilities does not constitute an endorsement of an Applicant's philosophies, policies, beliefs, mission or purpose.

#### **3.7 Facility Usage Priority**

City meetings, hearings, programs, and activities take precedence over all other facility usage requests. City sponsored or co-sponsored public meetings, public events, public activities and organizations that have a contractual relationship with the City take precedence over non-City sponsored or non-City co-sponsored events. The same priority structure applies to facility resources, including tables, chairs, and other equipment.

#### **3.8 Liability**

- A. The Applicant agrees to defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from,

resulting from or connected with the Applicant's use of the facility or by the Applicant's breach of the rental agreement, except for such injury or damage as shall have been occasioned by the sole negligence of the City.

- B. The City is not responsible for the loss, theft or damage to the Applicant's property.

### **3.9 Security**

The City reserves the right to require and establish ratios of security personnel and/or adult supervision to monitor the safety and welfare of the attendees of any function at City facilities at the Applicant's expense.

### **3.10 Special Conditions**

The City reserves the right to add requirements or restrictions, including but not limited to the payment of an additional damage deposit as a condition of the rental.

### **3.11 Facility Rental Fees**

- A. Facility rental fees are established by the City Council. Rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Facility rental fees are subject to change without notice. A copy of the current fee schedule is available at City Hall and on the City's website.
- B. Resident and non-resident fees may be established for certain City facilities. Applicants must provide proof of residency to qualify for the resident rate.

### **3.12 Cancellation**

- A. The City reserves the right to close a facility or cancel a rental at anytime due to an emergency, severe weather, situations that may result in facility damage or personal injury or for any other reason deemed necessary by the Parks and Recreation Director or his/her designee.
- B. A full refund will be issued for City-initiated cancellations.

### **3.13 Policy Violation**

Violation of these policies may result in the immediate termination of the rental or the usage agreement with or without a refund.

### **3.14 Policy Interpretation**

The City Manager or his/her designee shall make any necessary interpretations of this policy, and such interpretations shall be final and binding.

## 4.1 PROCEDURE

### 4.2 Facility Reservations

- A. Scheduling of City Hall facilities is done through the Parks and Recreation Department, located at City Hall. Rental applications are accepted on a first-come, first-served basis, during business hours only.
- B. An application for use of the facility must be made by a person eighteen (18) years of age or older.
- C. The Applicant must be on site for the entire duration of the rental.
- D. Rental requests are subject to availability and rooms may be reserved during the following times:

|                   |                    |
|-------------------|--------------------|
| Monday – Thursday | 8 AM – 4 PM        |
| Friday            | 8:30 AM – Midnight |
| Saturday          | 8 AM – Midnight    |
| Sunday            | 8 AM – 10 PM       |
- E. Reservations may be made up to two (2) weeks in advance for weekday rentals and up to twelve (12) months in advance for weekend rentals.
- F. A minimum of fourteen (14) days advance notice is required for all reservation requests. Reservation requests received with less notice than previously specified may not be accommodated.
- G. The City does not “hold” rental dates. Reservations are confirmed and the rental date and time are secured after the rental application has been approved and fifty percent (50%) of the rental fees have been paid. If the down payment is not received within two (2) weeks of booking the event, the event will be cancelled.
- H. The facility is reserved in half hour increments. Weekday rentals require a two (2) hour minimum reservation. Weekend rentals require a six (6) hour minimum reservation.
- I. City Hall facilities are not available for rental during City recognized holidays.
- J. Long-term and ongoing rentals require approval by the Parks and Recreation Director or his/her designee and are limited to weekends only. In most cases requests for an ongoing rental will be approved for no more than three (3) months at a time.

- K. All reservation requests are subject to review and approval by the Parks and Recreation Director or his/her designee.

#### **4.3 Payment for Facility Rentals**

Fifty percent (50%) of the rental fees are due at the time of booking. The balance and the damage deposit are due two (2) months in advance of the reservation.

#### **4.4 Damage Deposits**

- A. Rental groups that exceed one hundred (100) people and/or groups serving food and/or beverages during the facility rental are required to pay the damage deposit.
- B. Damage deposits are fully refundable provided the following conditions are met:
  - i. The rented facility is left in a clean and orderly manner.
  - ii. The carpet/flooring was not stained or damaged as a result of the rental.
  - iii. The facility was not damaged as a result of the rental.
  - iv. Use of the facility did not exceed the scheduled reservation time.
  - v. All facility equipment is accounted for and not damaged or broken.
  - vi. Additional staff time was not required as part of the rental.
  - vii. All rules/guidelines governing rental use of the facilities were met.
- C. If all conditions are met to the satisfaction of the City, a refund will be processed within six (6) weeks of the rental date. If the conditions are not met to the satisfaction of the City, an appropriate fee will be deducted from the damage deposit. If necessary, rental groups will be charged to cover any additional costs incurred by the City as a result of the rental.
- D. Appeals regarding the decision to withhold all or a portion of a damage deposit shall be directed to the Parks and Recreation Director or his/her designee.

#### **4.5 Rental Cancellations**

- A. Weekend rental cancellations will result in a non-refundable cancellation fee of twenty percent (20%) of the rental fees, regardless of the amount of notice given.

- B. Weekend rental cancellations made with less than a two (2) month notice will result in a non-refundable cancellation fee of fifty percent (50%) of the rental fees.
- C. Cancellations made with less than two (2) weeks' notice will not be refunded.
- D. Appeals regarding the application of a cancellation fee shall be directed to the Parks and Recreation Director or his/her designee.

#### **4.6 Rental Date and Time Changes**

- A. All facility rental date and time change requests are subject to staff and facility availability.
- B. Additional rental time must be paid for in full when the request for additional time is made.
- C. Refunds will not be issued for a reduction in rental hours if the request is received with less than two (2) months notice.

#### **4.7 Insurance Requirements**

- A. Liability insurance naming the City of Sammamish as an additional insured is required when any of the following apply:
  - a. Alcohol will be served;
  - b. The event is open to the public;
  - c. Admission fees will be collected for the event or fees collected for anything provided during the event (e.g. fees for goods, food, dues etc.);
  - d. Law enforcement or security will be required; and/or
  - e. For other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.
- B. Applicants required to obtain insurance shall provide proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000.00), two million dollars (\$2,000,000) general aggregate. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured.
- C. One (1) month prior to the facility rental, the Applicant shall submit a copy of the Certificate of Insurance to the City as evidence of acceptable insurance coverage. The following items shall be included on the certificate of insurance:

- i. Location of activity;
  - ii. Type of proposed activity;
  - iii. If Alcohol is being served, the certificate must include language to indicate that "Liquor Liability is Included;"
  - iv. Separate Endorsement Sheet with additional insured endorsement attached; and
  - v. Effective date(s) of coverage.
- D. Insurance may be available through the Washington Cities Insurance Authority (WCIA) website under the Tenant User Liability Insurance Program (TULIP).

## **5.1 GENERAL REGULATIONS**

### **5.2 Solicitation and Sale of Goods**

The solicitation or sale of goods, services, wares, merchandise, liquids, or edibles for human consumption, or the distribution or posting of any handbills, circulars, or signs is prohibited in any City of Sammamish facility or park, except by concession contract or by special use permit issued by the Parks and Recreation Department.

### **5.3 Food and Beverage Service**

- A. Food and beverage service is permitted at City Hall. Food and beverage service is allowed in the City Hall lobby area during weekend rentals only.
- B. Kitchen and food preparation areas at City Hall are not available for use by facility rental groups.
- C. Alcohol may be served at City Hall facilities according to the following regulations:
  - i. Alcohol may be served during weekend rentals only and is restricted to the Council Chambers and the City Hall lobby.
  - ii. Alcohol is prohibited in outdoor areas; including the Plaza and all areas of the Sammamish Commons, except by permission of the Parks and Recreation Director or his/her designee.
  - iii. Alcohol service may include beer, wine and champagne only. Liquor and other alcoholic beverages are prohibited.

- iv. Beer kegs are prohibited at City Hall.
- v. Private invitation-only banquets or gatherings are required to obtain and display a Washington State Banquet Permit for the duration of the rental. Non-profit groups planning to sell alcohol during their event must obtain and display a Special Occasion License for the duration of the rental. Banquet Permits of Special Occasion licenses may be purchased online from the Washington State Liquor Control Board. A copy of the appropriate permit must be received by the City of Sammamish at least one (1) month prior to the rental. It is the sole responsibility of the Applicant to obtain and post the permit.
- vi. Alcohol service shall conclude at least one (1) hour prior to the end of the rental reservation.
- vii. The Applicant is responsible for the conduct and behavior of the participants and guests involved in the rental activity. Legal responsibility for any participant's consumption of alcohol during the rental activity, whether invited or not, rests with the Applicant.
- viii. Alcohol service that has not been approved by the City, or that has not met the above conditions, may result in immediate cancellation of the rental, forfeiture of the damage deposit, and/or additional fees.

#### **5.4 Equipment Usage**

- A. The City provides a limited amount of equipment for use during rentals. Rental groups should consult with the City prior to booking their rental for a list of available equipment.
- B. Rental groups may elect to bring in additional equipment for use during their rental. Equipment usage inside Council Chambers is subject to approval by the City.
- C. The PowerPoint projector is available for use by rental groups. Groups must provide their own computer.
- D. The video equipment, the dais and the computer system in the Council Chambers are not available for use by rental groups.
- E. Users of the facility shall be responsible for providing all materials, supplies, and decorations to be used in conjunction with the rental.
- F. Delivery of equipment or other items for a rental must occur during the scheduled rental time. City staff will not sign for delivery items and early deliveries will not be accepted.

### **5.5 Minors**

Groups composed of minors shall be supervised by adults (18 years of age or older) at all times while using City Hall facilities.

### **5.6 Maximum Room Capacities**

Maximum room capacities are designated by the City in cooperation with Eastside Fire and Rescue. Rentals that exceed approved capacities may be cancelled immediately, and the entire damage deposit may be withheld and additional fees may apply.

### **5.7 Set-Up**

Room set-up is the responsibility of the Applicant. Set-up time must be included in the time period covered by the rental reservation. Rental groups will not be allowed early access to the facility.

### **5.8 Clean-Up**

- A. At the conclusion of the rental, all personal items must be removed from City facilities. Rental groups are not allowed to store items in City facilities.
- B. The rental group is responsible for cleaning the facility. City staff will provide cleaning equipment, supplies and assistance as necessary. A staff person will conduct a post-event inspection at the conclusion of the event. The following items must be addressed to avoid additional charges:
  - i. All City equipment shall be cleaned and returned to the proper storage location.
  - ii. All decorations and personal items shall be removed from the facility.
  - iii. All garbage cans shall be emptied and re-lined. Garbage shall be deposited in the outdoor garbage receptacle.
- C. Any cleaning and/or repairs that require staff time and materials will be deducted from the damage deposit and/or charged to the rental group.
- D. If a rental exceeds the time reserved, the applicant will be charged for the additional time and/or it may be deducted from the damage deposit.

### **5.9 Amplified Sound**

- A. Use of amplified sound is permitted inside the Council Chambers during weekend rentals only.
- B. Use of amplified sound is not permitted in the Sammamish Commons Park except by special use permit issued by the Parks and Recreation Director or his/her designee.

### **5.10 Decorations**

- A. Freestanding decorations are permitted.
- B. Items may not be affixed to the ceiling, doors, columns, walls, light fixtures, or windows.
- C. Rice, birdseed, confetti, glitter and dance wax are prohibited.
- D. Damage resulting from the use of hooks, nails, push pins, staples, tape, or other adhesives will result in the loss of all or a portion of the damage deposit and may result in additional charges.

### **5.11 Flammable Materials**

The use of flammable materials is prohibited inside City Hall.

### **5.12 Fog and Smoke Machines**

Fog and smoke machines are prohibited. Use of these machines may activate the fire alarm and may result in immediate evacuation and/or cancellation of the rental, loss of all or a portion of the damage deposit and may result in additional charges.

### **5.13 Tobacco Products Prohibited**

Tobacco products, vaporizers, electric cigarettes, cigars, pipes of any kind, including but not limited to hookah pipes, chewing tobacco, and other related products are prohibited inside City Hall.

### **5.14 Animals**

Animals are prohibited inside City Hall. This restriction does not apply to licensed or certified service animals.

Adopted: 12/18/07

Amended: 4/21/15

Repealed: 10/18/16