



City of Puyallup
 Pioneer Park Pavilion
 330 S Meridian
 Puyallup, WA 98371
 Office: (253) 841-5518
 Fax: (253) 864-4160

PIONEER PARK PAVILION RENTAL AGREEMENT

Name or Group _____ Person in Charge _____
 Address _____ City _____ Zip _____
 Home Phone _____ Cell Phone _____
 E-mail Address _____

Alternate Contact _____ Phone _____

Check if: One Time Only Weekly Circle: Sun Mon Tue Wed Thu Fri Sat

Starting Date _____ Ending Date _____

Set-up _____ am/pm Event From _____ am/pm To _____ am/pm Clean up Until _____ am/pm

Total Number of Hours Per Use _____

Tables Required # (49 max) _____ Chairs Required # (400 max) _____

Purpose of Use _____

Number of People Expected: _____ Adult _____ Youth _____

Admission Fee to be Charged Yes No \$ _____ per (Person/Couple)

Will Items be Available for Sale? Yes No Describe _____

Will Alcoholic Beverages be Available for Consumption (whether sold or not)? Yes No

Applicant/Organization Comprehensive Liability Insurance

Amount \$ _____ Insurance Co. Name _____ Policy _____

The Pioneer Park Pavilion is a Non-Smoking Facility.

The undersigned hereby applies to the City of Puyallup for use of the above facility and certifies the information is correct and furthermore agrees to abide by all ordinances, policies, and rules and regulations, which may apply. The applicant shall indemnify and hold harmless the City of Puyallup, its elected and appointed officials, its employees and agents from and against any and all claims, demands, suits, actions, payments and judgments as a result of injury or death of any person or property damage to any property sustained by applicant or any other persons which arise from or in any manner grow out of any act or omission on or about said facility by applicant, its agents, guests, or employees, in the execution of this rental agreement including any and all expenses, legal or otherwise, incurred by the city or its representatives in the defense of any suit or claim. Such indemnity shall not include claims arising as a result of the sole negligence of the City of Puyallup, its elected and appointed officials, its employees and agents. The document entitled Pioneer Park Pavilion Rules and Fees is incorporated herein by this reference.

Signed _____ Date _____

OFFICE USE ONLY

Date Application Received _____ By _____ Deposit Amount \$ _____ Receipt # _____

Date Balance Received _____ By _____ Balance Amount \$ _____ Receipt # _____

Date Damage Deposit Rec'd _____ By _____ Deposit Amount \$ _____ Receipt # _____

Date Linen Rental Rec'd _____ By _____ Linen Rental \$ _____ Receipt # _____

Equipment Setup Fee _____ By _____ Setup Fee \$ _____ Receipt # _____

Approved By _____ Date _____

PIONEER PARK PAVILION RULES AND FEES

Availability: 8:00 am to 1:00 am Friday and ***Saturday**
8:00 am to 11:00 pm Sunday through Thursday

1. This approved reservation form authorizes the designated group use of the facility. The person in charge must have this form in their possession during the event.
2. "Force Majeure - Neither Party shall be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor due to any likely or unforeseeable conditions stated above."
3. Do not tamper with AV equipment, circuit breakers, light plugs or rest room fixtures.
4. Facility deposit: 50% of total fee payable upon reservation. Balance due 60 days prior to the event. Not refundable unless time period is re-rented.
5. Satisfactory Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence shall be required for all events scheduled at the Pioneer Park Pavilion. The Commercial General Liability Insurance must name the City of Puyallup as an "ADDITIONAL INSURED". If alcohol is being served the liability insurance shall include coverage for "liquor liability" with limits of not less than \$1,000,000 per occurrence. The insurance policy shall contain, or be endorsed to reflect that the Applicant's insurance coverage shall be primary insurance as respect the City of Puyallup. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Puyallup shall be excess of the applicant's insurance and shall not contribute with it. The Certificate of Insurance and acceptable endorsement language, shall be furnished to the City of Puyallup before use of the facility.
6. Vehicle access to the building from the south side only. No vehicles on the north patio or the floor of the building.
7. No outside banners advertising events except where specifically designated or provided for such purpose. Inside decorations allowed as approved by the Parks and Recreation Department.
8. Rentals allowed up to 200 calendar days per year by any single party.
9. Prioritization is first come, first served. Reservations may be taken 18-months in advance on a rolling 18-month period.
10. At the discretion of the Parks and Recreation Director, renters may be required to provide security personnel for their event.
11. The Pioneer Park Pavilion is a non-smoking facility.
12. The use of the Pioneer Park Pavilion extends to the use of the Building and North Patio area. Use of Pioneer Park will be limited to current park hours.
13. The City of Puyallup may refuse rental or terminate this agreement at any time if in the opinion of city staff the rental may create a nuisance, pose a health or safety risk, or if applicant or event attendees violate any law, rule, or regulation.
14. Applicant waives any action or claim for damages relating to the subject matter of this agreement, or arising from an alleged breach of this agreement, or a revocation of the agreement hereunder. Such claims shall include, but are not limited to, lost opportunities and consequential or incidental damages. THE CITY SHALL NOT BE LIABLE TO APPLICANT OR OTHERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY), OR OTHERWISE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF THE CITY'S PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, BREACH OR DEFAULT UNDER THIS AGREEMENT, OR THE USE OF, INABILITY TO USE OR RESULTS OF USE OF THE LICENSE UNDER THIS AGREEMENT, EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Pioneer Park Pavilion will not be available to any group or organization that promotes discrimination, or has a record of discrimination on the basis of race, creed, color, national origin, families with children, gender, marital status, age, sexual orientation, or the presence of any sensory, mental or physical disability. Permission to use the facility does not constitute an endorsement of a group's philosophies, policies, or beliefs.

*** The Pioneer Park Pavilion is not available for full-day rentals on Saturdays from mid-April through mid-October.**