



MADRONA COMMONS

Meeting space for community
and connection building.

User Name: _____
\$300 DD _____
Insurance: _____
Paid in Full: _____
Additional fee: _____
Floor Plan/Equip: _____

EVENT USE AGREEMENT

THIS AGREEMENT is made and entered into by and between the Madrona Grace Presbyterian Church, 832 32nd Ave, Seattle, Washington 98122, hereinafter referred to as the "COMMONS," and, _____, hereinafter referred to as the "USER" for use of the Madrona Commons Facility only for the purposes set forth below. Whereas, the USER desires a temporary non-assignable right to use and occupy a specified portion of the premises of the COMMONS, in consideration of the following promises, covenants, and conditions, the parties agree as follows:

1. USE PERIOD: The use of the Facility by the USER is restricted to the following date(s) and time(s), and is inclusive of all setup and clean up.

USE DATE(S): _____ **USE TIME(S):** _____

2. USE AND PURPOSE is restricted to (Check all that apply):

- Upper Room
- Conference Room
- Common Hall
- Nursery
- Kitchen
- Sanctuary
- Electric lift

***Please note the COMMONS is a multi-use building and other rooms may be reserved for other events.**

Type of Event: _____

Public or Private _____

501c3 non-profit? _____

Maximum Attendance _____

Alcohol Yes/No & Type _____

Entrance fees, tickets or sales? _____

3. CONSIDERATION (USE Fee): The USER shall pay the sum of:

Terms:

An additional damage deposit of \$300 is due at the time the Facility is booked.
The balance of the CONSIDERATION must be paid prior to the USE date.

4. CONSIDERATION/CLEANING AND DAMAGE DEPOSIT Additional staffing, setup, cleaning, or tech fees may apply as noted on the USE Rates Document. Separate checks are preferred for the consideration and Damage Deposit respectively. If the Damage Deposit is included in the same check as the initial deposit, it will be the USER's responsibility to contact the COMMONS within thirty (30) days after the event to request a refund. Otherwise, the COMMONS will consider the Damage Deposit as a donation. Liability for cleaning or damage in some cases may exceed the amount of the deposit, in which case USER agrees to pay for all building damages resulting from their event. Refund of Cleaning and Damage deposit will occur after determination of eligibility by the COMMONS Staff. If a portion of the damage deposit is needed for damages or cleaning, a refund check for the remaining balance will be mailed within thirty (30) days after the event.

5. LAWFUL USE: The USER agrees to comply with all United States and Washington State laws, King County ordinances, and COMMONS Building Use and USE Policies.

6. NOISE: City noise ordinance is enforced at 10pm (Seattle Municipal Code Chapter 25.08 Noise Control). Also, the COMMONS is a multi-use facility that may have multiple events occurring, and therefore cannot guarantee a quiet building for an event unless all rooms are rented (extra fees apply).

7. ASSIGNMENT: No assignment of this agreement shall be made by the USER without prior written consent of the COMMONS.

8. INSURANCE: The USER agrees to obtain a "Certificate of Liability Insurance" or a "Short Term Special Event Insurance Certificate" covering public liability with combined bodily injury and property damage. For private events, in an amount equal to their homeowner's or USER's insurance coverage but not less than Three Hundred Thousand Dollars (\$300,000) for the duration of the USE period; for public events, One Million \$1,000,000. The Certificate must name the "**Madrona Commons**" and "**Madrona Presbyterian Church, The Seattle Presbytery**" (owners of the building) as the "additional insured" and include the name and address of the insurance provider and the signature of a representative of the insurance company. **The USER is required to give the COMMONS a copy of the insurance document no less than thirty (30) days prior to the USE date.** Failure to meet this deadline may result in a loss of the total deposit and/or cancellation of the event.

9. CANCELLATION BY USER: If the USER cancels the event any time prior to thirty (30) days before the event, the initial USE deposit will be forfeited. In the event the USER cancels the event less than thirty (30) days prior to the USE date, the USER forfeits the entire USE fee.

10. CANCELLATION BY THE MADRONA COMMONS: In addition to the right to terminate this agreement upon the USER's default or breach of terms (and retain deposits), the COMMONS shall have the right to terminate all or part of this agreement at any time, without liability to the COMMONS or its constituents at least thirty (30) days written notice. In this case, a full refund will be given. For example, this agreement may be terminated if the facilities are required for public necessity or emergency use. Under such termination, any and all deposits and fees paid by the USER shall be refunded.

11. INDEMNITY / WAIVER: The USER further agrees and warrants that the USER and any member of the USER's party (including: guests, caterers, musicians, performers, drivers, etc.) shall indemnify and hold harmless the COMMONS, its Board of Directors, all its employees and the Facility building owners (Madrona Presbyterian, Seattle Presbytery) from any and all loss, theft, injury, expenses, damage claim, legal action, or any other type of liability whatsoever, including court costs and attorneys' fees that may arise out of the use of the Facility.

12. DEFAULT: Should the USER default in the performance of any of the terms and conditions of this agreement, the COMMONS at its option may terminate the agreement. The USER shall be liable for the full amount of the fee provided herein. Any deposit made by the USER shall be retained by the COMMONS.

13. SAFETY: The COMMONS reserves the right to cancel the use agreement and to evict the USER and/or any other members of the party from the premises at any time if, during the course of the use of the Facility, any Seattle noise ordinances are violated or any other law violations occur, including, but not limited to, the serving of liquor to minors, the use or sale of illegal substances or the sale of liquor without proper licenses. The COMMONS further reserves the right to evict the USER and/or members of the party in the event that any unsafe or disruptive conditions are being maintained on the Facility by the USER and/or guests at the discretion of the COMMONS House Manager or Staff or upon request of Seattle law enforcement officials. In the event of the termination of an event for any of the reasons set forth in this paragraph, there will be no refunds of any USE fees. The USER bears the risk of any conditions beyond the control of the COMMONS that will make the Facility unsuitable for use and occupation for the event for which the Facility is rented.

14. EVENT DETAILS: The COMMONS requires that all event responsibilities (setup, cleanup, staffing, catering, etc. be clearly delegated.


15. ACCESSIBILITY: The COMMONS is not fully Americans with Disabilities (ADA) compliant. Not all public occupancy spaces, bathrooms and entrances are accessible. Please discuss your floor plan with us during your event planning.

16. COMMONS POLICY: The USER will respect and adhere to COMMONS Building Use & USE Policies as shown in the addendum attached.

USER INFORMATION

USER Address: _____
City: _____ State: _____ Zip: _____
USER Phone: (_____) _____
Email: _____

CONTRACT SIGNED this _____ day of _____, 20_____.

(Signature of USER)  ****Please sign here****
(Printed First & Last Name of USER)

APPROVED BY _____ (Signature of Madrona COMMONS Representative)

Please complete and MAIL contract & deposit to:
MADRONA COMMONS, 832 32nd Ave, Seattle, WA 98122

Please note that events will not be officially booked until a contract and deposit are received.

MADRONA COMMONS - www.MADRONACOMMONS.org

Email is preferred – commons@madronagrace.org | Phone/fax: 206-328-2704

Security Deposit and Lockup Procedure

We are so excited you chose The Madrona Commons. Please be familiar with this document as it could affect the full refund of your Security/Damage Deposit.

1. Reset Thermostats in any rooms used
2. Close all doors & windows, be sure they latch tightly
(Including emergency exit in Sanctuary near bathrooms)
3. Sweep and mop *(as needed)*. The spaces your group occupied must be reset properly.
(including furniture, chairs, dishes, sound equipment, wires and trash)
4. Security walkthrough all unlocked rooms for stragglers after doors are locked.
(If other people are in the space, let them know you are leaving if possible without disturbing events.)
5. Turn off lights, except where clearly marked with tape.
6. Check all doors from the outside, to make sure they all latched properly.*
(4 Entrances: back door/offices, Commons double doors, Sanctuary double doors, Sanctuary emergency exit)
7. *Ensure that gas is turned off in the kitchen (behind the stove).*
8. *The Electric lift should be left in the upper position (not at street level).*

Please Remember: Checking Heat/ Lights/ Doors/Gas = All good.

Please understand that you are responsible for the correct lockdown of the Commons.

Users should arrive 10 minutes before their class or event, and put up signs as needed to direct attendees. You should always be the first to arrive and the last to leave.

The building code cannot be shared with anyone else.

I agree that I will close up the Commons properly. If doors are left open on an evening that I am responsible for closing, I will be charged a \$25 fee, with additional charges if there is theft resulting from unlocked doors. Also, if heat is left on, I pass out my door code, or other damages occur, all or part of my deposit may be forfeited.

Name _____

Signature _____

Date _____

Cell _____

Security Deposit \$ _____