

RESOLUTION 2013-U

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE THE
MAYOR TO SIGN ALL TOWN CENTER RENTAL AGREEMENTS ON
STANDARD FORM**

WHEREAS, the Mayor is the statutorily designated representative of the Town to sign all written contracts; and

WHEREAS, the Council desires to streamline the process of renting the Town Visitor Center by approving a standard rental agreement, and permanently vesting the Mayor with authority to utilize said agreement to approve applications by persons, associations, or businesses to use the Visitor Center;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Eatonville as follows:

Section 1. The Mayor is authorized to execute on the Town's behalf the attached Standard Town Center Rental Agreement with any person, association, or business desiring to use the Town Visitor Center. This authorization shall continue for any application to rent the Visitor Center hereafter until it is repealed by the Council. The terms of the application/rental agreement shall not be altered for any reason absent specific authorization by the Council.

Section 2. The Agreement shall be entered into by each person, association, or business desiring to use the Town Visitor Center, and agreement to all of its terms shall be a condition precedent before such use can occur.

Passed by the Council of the Town of Eatonville at a regular meeting this _____ day of April, 2013.

Raymond Harper, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

APPROVED AS TO FORM:

Daniel G. Lloyd, Town Attorney

TOWN CENTER RENTAL AGREEMENT
TOWN OF EATONVILLE / PO BOX 309 / EATONVILLE, WA 98328

APPLICATION FOR USE

ORGANIZATION/AGENCY/ BUSINESS: _____

PERSON IN CHARGE: _____

BUSINESS PHONE # _____

ADDRESS: _____
P.O. BOX/STREET CITY STATE ZIP

TYPE OF ACTIVITY: _____ **DATE(S) REQUESTED:** _____

TIME REQUESTED: FROM _____ **TO** _____

ESTIMATED GROUP SIZE: (NUMBER IN GROUP) _____

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IN CONSIDERATION FOR BEING PROVIDED A LICENSE TO USE TOWN PROPERTY, APPLICANT HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS APPOINTED AND ELECTIVE OFFICERS, AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, LAWSUITS, LOSSES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO JUDGMENTS, SETTLEMENTS, ATTORNEY'S FEES AND COSTS) OCCURRING DURING OR ARISING OUT OF APPLICANT'S USE OF TOWN PROPERTY. THIS RELEASE EXTENDS TO ANY CLAIM, DEMAND, LIABILITY, LAWSUIT, OR LOSS THAT RESULTS IN ANY PERSONAL INJURY OR DEATH TO ANY PERSON; AND/OR ANY PROPERTY INJURY, DAMAGE, OR LOSS, INCLUDING ANY LOSS OF USE AND/OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH LOSS. APPLICANT AGREES THAT HE/SHE/IT IS RESPONSIBLE FOR SUPERVISION AND CONTROL OF GROUP OR INDIVIDUALS TO PREVENT INJURY AND ENSURE SAFETY, AS WELL AS ALL ASPECTS OF USE, INCLUDING PAYMENT OF FEES AND CHARGES, DAMAGE TO EQUIPMENT, PROPERTY OR GROUNDS OR ANY OTHER INCIDENT WHICH MAY OCCUR.

I, THE UNDERSIGNED AND HAVING AUTHORITY TO SIGN ON BEHALF OF THE ABOVE-NAMED APPLICANT, UNDERSTAND THAT ALL TOWN OF EATONVILLE ORDINANCES APPLY TO THIS RENTAL APPLICATION. I UNDERSTAND THAT, AS A CONDITION OF THE TOWN GRANTING THIS LICENSE, I MUST OBTAIN AND COMPLY WITH ALL REQUIRED LICENSES AND PERMITS THAT APPLY TO THE INTENDED ACTIVITY, INCLUDING BUT NOT LIMITED TO ALCOHOL SALE AND DISTRIBUTION, IF APPLICABLE. APPLICANT MUST PROVIDE THE TOWN PROOF OF INSURANCE IN THE AMOUNT OF ONE MILLION DOLLARS PER INCIDENT. I ACKNOWLEDGE THAT I HAVE HAD AMPLE OPPORTUNITY TO REVIEW THE INFORMATION ON THIS FORM, INCLUDING THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING THE SAME. IN CONSIDERATION FOR THE LICENSE GRANTED BY THE TOWN, I HEREBY AGREE TO ALL TERMS HEREIN.

NAME (PLEASE PRINT) SIGNATURE DATE
(IF APPLICANT IS A BUSINESS/ORGANIZATION, SIGNATORY WARRANTS THAT HE/SHE HAS AUTHORITY TO SIGN ON BEHALF OF SAID BUSINESS/ORGANIZATION)

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FOR OFFICE USE ONLY

	AMOUNT DUE	DATE DUE	DATE PAID
DAMAGE DEPOSIT	N/A	_____	_____

Approved by Mayor: _____