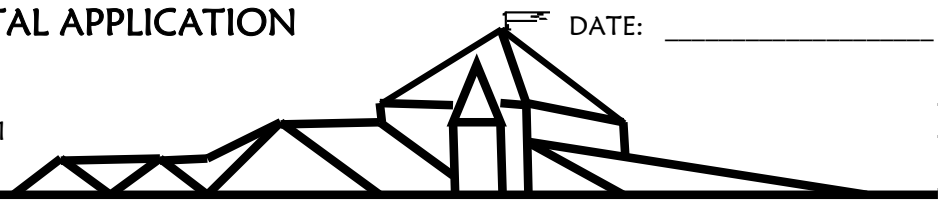


# DEPOT MARKET SQUARE RENTAL APPLICATION

City of Bellingham/Parking Services  
 210 Lottie St., Bellingham, WA 98225  
 PH: (360) 778-7780 FAX: (360) 778-7781  
 Office Hours: 8:00 am–4:30 pm M-F



DATE: \_\_\_\_\_

## ACTIVITY INFORMATION

Name of Contracting Party:			
Contact Name:		Contact Phone:	
Mailing Address:		City/State/Zip:	
E-mail Address:		Estimated Number of Attendees:	
Event:			
Description (Include description of Courtyard use if applicable):			
Date requested for event:		Day of the week:	
Time requested–Block Number (from chart):		Start Time:	End Time:
Event open to the public?	Yes	No	*Caterers must complete and sign a Catering and Food Service form at least 10 days prior to providing services at the facility. If alcohol is being served, a copy of the Liquor Control Board permit must be provided and insurance must include alcohol liability. The City requires a Certificate of Insurance covering \$1 million per occurrence for all events, with the contracting party listed as the insured. See reverse for insurance requirements; examples are available upon request. <b>Documentation verifying insurance coverage must be submitted within 15 working days of deposit payment.</b>
Admission collected/ solicited?	Yes	No	
Concessions sold?	Yes	No	
Will food be served?	Yes	No	
Will a caterer be used?*	Yes	No	
Will alcohol be served?*	Yes	No	

## USER SIGNATURE AND INDEMNIFICATION AGREEMENT

\_\_\_\_ I certify that I am a duly authorized agent of the applicant. I understand that it is my responsibility to read and abide by the Policies and Procedures governing the use of this facility. Further, the applicant and I do hereby agree to release, hold harmless and indemnify the City of Bellingham, its elected officials, employees and agents from and against any and all liability, claims, demands, and actions arising out of or related to any loss, damage, or injury, including death, to persons or property that may be sustained during my use or rental of the facility. This expressly includes my own claims, demands, and actions as well as any third party claims, demands, and actions brought for property damage or personal injury that may arise directly or indirectly from my use or rental of the facility.

\_\_\_\_ I understand that my use of the facility involves inherent risks of injury including tripping, falling, stumbling, and other such incidents that may result in such things as sprains, fractures, broken bones, bruises, cuts, scrapes, and other physical injuries. I voluntarily assume all the risks associated with my use of the facility and waive any claims, demands, or actions that may arise therefrom, known or unknown.

\_\_\_\_ RESPONSIBILITY FOR CONDUCT OF INVITEES AND VENDORS. I agree that I shall provide adequate security and crowd control and further assume full responsibility for the conduct of persons at the facility by my consent or invitation, including vendors.

By signing this document, I indicate my understanding that the terms included herein are legally binding and not a mere recital.

SIGNATURE:

DATE:

## OFFICE USE ONLY

ADVANCE FEES		EVENT END	
FACILITY USE	\$	FIRST HOUR (\$150/HR)	\$
SALES TAX ( %)	\$	ADDITIONAL HOURS OVER (\$75/HR)	\$
SUBTOTAL	\$	OTHER CHARGES	\$
DAMAGE DEPOSIT	\$ 250.00	SUBTOTAL	\$
TOTAL	\$	DAMAGE DEPOSIT	\$ 250.00
TOTAL DUE	\$	REFUND DUE (LESS ABOVE CHARGES)	\$

NOTES:

STAFF INITIAL:	DATE:	STAFF INITIAL:	DATE:
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## Depot Market Square Facility Use Summary

1. **FACILITY** – Depot Market Square rentals are granted on a first-come, first-serve basis in accordance with the rate table in the Depot Market Handbook. Payment of the \$250 security deposit reserves your date. The City reserves the right to cancel any scheduled use in the event of an emergency or other City requirement.
2. **USER/CONTRACTING PARTY** – The person applying must be of legal age to be responsible for payment of fees, deposits, losses caused by damage or theft, and for obtaining additional required local, state or federal permits. In all instances, the person accepting responsibility for use of the site must be available at event close for the final walk-through.
3. **RESERVATIONS** – The facility can be reserved up to 12 months in advance subject to annual rate increases. Applications must be made a minimum of 10 days in advance; others will be considered on a case-by-case basis.
4. **SCHEDULING** – Scheduling must be confirmed by Parking Services staff. Payment of the security deposit is required when the application is submitted. All other fees and submittals, with the exception of the Certificate of Insurance which is due within 15 days of reservation, are due at least 10 business days prior to the event. We accept cash, check or VISA/MasterCard. Make checks payable to City of Bellingham/Parking Services.
5. **SMOKING/ALCOHOL** – Smoking is prohibited in all City facilities. Applicants who plan to serve alcohol must obtain permission from the City prior to use and adequate insurance coverage. Applicants will also be required to obtain a Banquet Permit in accordance with State Liquor Control Board requirements.
6. **INSURANCE** – For all events, the City requires a Certificate of Insurance providing \$1 million coverage per occurrence and with the contracting party listed as the insured. The certificate must name the City of Bellingham as additional insured and include an endorsement. If alcohol is to be consumed at the event, alcohol service/provision must be specifically stated on the policy. The Certificate of Insurance and endorsement must be submitted within 15 working days of payment of the deposit. Reference the City's website at <http://www.cob.org/services/business/purchasing-insurance-endorsement.aspx> for endorsement information.
7. **PARKING/COURTYARD USE** – Monday through Friday, from 7:30 AM to 5:30 PM parking within the lot is by permit only, and from 9:00 AM to 5:00 PM paid parking is available at on-street meters and within the public lot near La Fiamma Restaurant. At other times, all parking is first-come, first-serve. Exterior covered shelters and paved areas may only be included in your rental to provide additional space for event-related activities, such as vendor booths, display space, stage areas, etc. The courtyard cannot be rented to provide event parking and users cannot block or reserve any parking spaces within the facility or public right-of-way for their use.
8. **EQUIPMENT** – Applicants are responsible for providing or making arrangements for all special needs or equipment required, including tables and chairs. All set up, deliveries, clean up, and equipment removal must be done within the rental timeframe or additional charges will apply.
9. **CLEAN UP** – Use of the facility is conditioned upon the return of the premises to a neat, clean and undamaged condition. Glitter, confetti, uncooked rice and birdseed are not permitted. To avoid additional charges, clean up must be completed within the time block. Overages for any reason shall be charged to the user in full hour increments.
10. **DAMAGE DEPOSIT REFUND** – The refund will be issued to the contracting party. To ensure refund of the full Damage Deposit users should:
  - Vacate the facility on time.
  - Properly dispose of all trash, litter and/or debris and remove all materials/equipment.
  - Remove all decorations and/or signs including balloons, weights, tacky gum, tape, wire, strings, etc.
  - Clean up any spills or food waste.
11. **CONDUCT** – All activities shall be conducted in a civil manner consistent with community standards. Individuals or groups providing false or misleading information to reserve the facility, being disruptive, or causing damage may be asked to leave and/or denied subsequent use of the facility. With the exception of certified assistance animals, animals are not permitted in any portion of the facility without express written permission of the City.
12. **SECURITY** – Applicants are responsible for the security of all personal items of all persons affiliated with the event. The City is not responsible for security of the applicant's attendees and may require the applicant to obtain security acceptable to the City, depending upon the type of event. Costs incurred to acquire security services are the responsibility of the applicant.
13. **CANCELLATION** – **Cancellations must be submitted in writing or via e-mail.** If received at least 10 business days in advance of the event date, a \$35 administrative fee will be charged and, if submitted less than 10 business days before the event date, a \$75 administrative fee will be charged; all remaining funds on account will be refunded. The security deposit shall be forfeited if written notice is not received, unless the individual can provide evidence of extenuating circumstances beyond the individual's control. The forfeiture is necessary to recover administrative costs and the loss of the opportunity to re-rent the facility. Send notices to City of Bellingham, Parking Services, 210 Lottie Street, Bellingham, WA 98225 or e-mail [depotsquare@cob.org](mailto:depotsquare@cob.org).

Policies are explained in detail in the Depot Market Handbook. Failure to adhere to the provisions may result in denial of future applications for use. If you have further questions please contact the Parking Services Office at (360)778-7780 or e-mail [depotsquare@cob.org](mailto:depotsquare@cob.org). Thank you for your interest in using this facility. We wish you a safe and successful event.