

**RESOLUTION 2013-X**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZING A  
STANDARD RENTAL AGREEMENT FOR THE TOWN VISITOR CENTER  
UNDER CHAPTER 12.22 EMC**

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

**WHEREAS**, Section 3 of Ordinance 2013-5, codified at EMC 12.22.010, provides that the Council may by resolution establish a standard form rental agreement for use of the Town Visitor Center;

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

Section 1. The attached Standard Town Visitor Center Rental Agreement is hereby approved, and the Mayor is authorized to execute it in said form with any person, association, or business desiring to use the Town Visitor Center pursuant to EMC 12.22.010.

Section 2. This resolution shall become effective upon passage by the Town Council, and only after Ordinance 2013-5 is enacted and takes effect.

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)** \_\_\_\_\_

.....  
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 CONDUCT IS GOVERNED BY THE EATONVILLE MUNICIPAL CODE, INCLUDING BUT NOT LIMITED TO CHAPTER 12.22 EMC. I UNDERSTAND THAT, AS A CONDITION OF THE TOWN GRANTING THIS LICENSE, APPLICANT MUST COMPLY WITH ALL APPLICABLE LAWS, AND MUST ALSO 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, WITH THE TOWN BEING NAMED AS AN ADDITIONAL INSURED.

I ACKNOWLEDGE THAT I HAVE HAD AMPLE OPPORTUNITY TO REVIEW THE TERMS ON THIS FORM, INCLUDING THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING THE SAME PRIOR TO SIGNING. 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)

.....  
FOR OFFICE USE ONLY

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

Approved by Mayor: \_\_\_\_\_