

FACILITIES USAGE PROCEDURES

1. Reservations

Use of the Talbot Event Center (TEC) and NEWESD 101 facilities is available to public or private organizations or groups for purposes not inconsistent with the NEWESD 101 mission. NEWESD 101 reserves the right to deny facility rentals to organizations or groups in competition with NEWESD 101 and/or that have demonstrated previous disruptive or otherwise unacceptable behavior.

2. Facilities Use Agreement

Requests for use of TEC facilities shall be made to the NEWESD 101 TEC Coordinator. Reservations are made on a first come, first served basis. Normally, rooms can be reserved for a rolling two-year period. A signed Facility Use Agreement and a venue deposit of twenty percent (20%) will be required to reserve a room/rooms for an event. For regular recurring events, the required deposit can be negotiated. Set up information must be specified in the Facility Use Agreement or a default set up style will be used.

3. Rates and Fees

Rental fees vary based upon the space and particular hours required for the event, subject to a minimum two (2) hour fee to users. These minimum hours are increased to four (4) hours for weekend events, holidays, and for events conducted outside normal NEWESD 101 business hours. Rental hours are from arrival to departure, inclusive of additional time for delivery of supplies, user set-up, take-down, and cleaning. NEWESD 101 reserves the right to bill for extended hours due to early arrival and/or late departure.

Rental fees must be paid in full to the NEWESD 101 office at least fourteen (14) days prior to facility/equipment use unless otherwise stated in the Facility Use Agreement. Additional fees for which a bill is required must be remitted immediately upon receipt. Policies, fees, and rates are subject to change without notice.

4. Hours of Operation

TEC facilities are available for rent Monday through Sunday, 7:30 AM to 10:00 PM. Additional staff charges may apply for events occurring outside of NEWESD 101 business hours (7:30 AM to 4:30 PM, Monday through Friday, including Agency-recognized holidays). Extended hours may be negotiated.

5. Supervision

Sponsoring organizations or groups are required to provide sufficient, designated adult supervision at all times. The renters, the individual signing the Facility Use Agreement or the assigned adult shall be on-site at all times during the event.

6. Catering and Food

The kitchenette is available and included in the rental fee. The individual or group signing the Facility Use Agreement is responsible for any damages and incomplete cleaning of the kitchenette. Any group bringing in outside food agrees to accept full responsibility for the quality, safety and serving of food and releases NEWESD 101 from any liability by signing the Facility Use Agreement.

7. Alcohol and Tobacco Policy

Alcoholic beverages are not permitted on NEWESD 101 property during NEWESD 101 business hours (7:30 AM to 4:30 PM, Monday through Friday) but are permitted during evening and weekend events. **A Banquet Permit or Special Occasion License and insurance coverage is required for all private functions where liquor is served, and the function cannot not be open to the general public.** All renters are required to know and meet all Washington State and local laws for serving alcohol that are effective on the date of their event. Alcohol must be served and managed by a licensed bartender. Copies of all licenses and authorizations must be received by NEWESD 101 at least fourteen (14) days before the beginning date of the event.

A certificate of liquor liability insurance covering NEWESD 101 for a minimum of two million dollars (\$2 million) naming NEWESD 101 as the insured party is required. This certificate must be received by NEWESD 101 at least fourteen (14) days before the beginning date of the event.

The use of tobacco, vaping, marijuana and/or illegal drugs is not permitted on NEWESD 101 property or in NEWESD 101 facilities at any time.

8. Audio-Visual Equipment

Use of NEWESD 101 audio-visual (AV) equipment, video-conferencing equipment, computers, or other special equipment items must be identified and arranged at the time the Facility Use Agreement is signed. Use of any AV equipment will require an information consultation with NEWESD 101 staff prior to the event. Additional equipment and operator fees may apply and shall be included on the Facility Use Agreement for the use of specialized equipment.

9. Presentation Materials

All presenters or groups are responsible for providing materials for their events and participants. Portable easels are available at no additional charge, however flip chart paper must be provided by the renter as none will be supplied or available for purchase.

10. Special Needs Services & Equipment

Renters are responsible for the provision of special needs services and/or equipment, if any, for all participants.

11. Decorations and Furniture

Attaching items or decoration to the furniture, walls or ceiling and/or moving furniture is prohibited unless approved in the Facility Use Agreement. Furniture and equipment must be returned to the original configuration/room set-up at the conclusion of the event(s). Items may be sold, given, exhibited, or displayed as approved in the Facility Use Agreement. Candles, open flames, confetti and glitter are prohibited.

At the conclusion of the event, all items must be removed from the facility, waste placed in the appropriate receptacle(s), and spills or damage reported to NEWESD 101 staff.

12. Parking

NEWESD 101 has free on-site parking on all sides of our facility except on Regal Street. Some parking stalls are designated for specific purposes and should only be used for those purposes. Please do not park in striped areas or other areas that are designated as no parking, such as red and yellow painted curbing, signs, etc., since vehicles parked in these areas are subject to being impounded at owner's risk and expense.

13. Damages

NEWESD 101 may pursue restitution for any and all damage to the facilities. A damage/cleaning deposit of up to five hundred dollars (\$500) may be required for some events. The damage/cleaning deposit will be returned within thirty (30) days after the event less any additional charges for damages or excessive cleaning. It is the renter's responsibility to have the NEWESD 101 staff person on duty to inspect the facility prior to leaving. By signing the Facility Use Agreement, the renter agrees to pay the cost of any excessive cleaning or damage repair.

14. Liability

All applicants for use of facilities shall indemnify and hold NEWESD 101 harmless from any loss or damage (including attorney fees), liability, or expense that may arise during or be caused in any way by such use of occupancy of NEWESD 101 facilities. Any organization or group using or occupying the facilities during the time any property loss for damage is sustained shall be liable and responsible for the full amount of such loss or damage. The person signing the Facility Use Agreement and the organization or group they represent, asserts that they are the primary responsible party for damages, liability or additional expense that may arise.

15. Problem Resolution

Any problem or issue resulting from the use of facilities by non-NEWESD 101 organizations or groups shall be brought to the attention of the TEC Coordinator or the NEWESD 101 Assistant Superintendent for Operations & Technical Services as soon as possible. An attempt will be made to resolve the problem as quickly as the nature of the problem permits.

Objections lodged against a specific use or denial of facilities by any organization or group must be made in writing to the Assistant Superintendent for Operations & Technical Services and signed by the individual and/or group of individuals lodging the complaint. The Assistant Superintendent for Operations & Technical Services retains the authority to make the final decision on operation, fees and usage of facilities.

16. Cancellation Policy

Cancellations made sixty (60) days or less before the reserved date will result in the loss of the entire deposit or twenty percent (20%) of the contracted room rental, whichever is larger. Cancellations made less than thirty (30) days in advance of the reserved date will result in the loss of the entire deposit or fifty (50) percent of the full rental fee. Cancellations made less than fourteen (14) days in advance of the reserved date will result in the loss of the entire deposit or one hundred (100) percent of the full rental fee. Renter shall also reimburse NEWESD 101 for any nonrefundable fees paid to outside vendors for their event. In the event of inclement weather and/or acts of God wherein the facility must be closed for safety purposes, deposits will be returned in full to the renter.

17. Photo Waiver

Photographs may be taken of the event for marketing and promotional use by NEWESD 101 staff. The renter hereby releases, discharges, and agrees to hold harmless NEWESD 101 from any and all liability that may occur or be produced in the taking and/or publication and grant NEWESD 101 the absolute right and permission to copyright and use, re-use, and publish pictures of the renter, in whole or in part, or composite or distorted in character or form, without restriction as to changes of alterations in any and all media for advertising, trade or other legal purpose. By signing a Facility Use Agreement, the renter waives any right they may have to inspect or approve the finished product or products or the advertising copy or printed matter that may be used in connection therewith or the use to which it may be applied.