

## Facility Use Application

- Application (all 6 pages) must be completed, signed, and received before availability is confirmed, prices quoted, or application is processed. If you'd like to find out if a date is available before submitting this application, please email [arts@kingstreet@seattle.gov](mailto:arts@kingstreet@seattle.gov), however the date will not be held for your rental until the permit is issued.
- If an item does not apply to your event, put "not applicable" or N/A in that box.
- All required documents and rental balances are due 60 days prior to your scheduled event, or immediately when reserving less than 60 days prior to an event date. Applications accepted late will be subject to administrative review.
- The Booking Fee and Damage Deposit are due within five business days upon receiving your emailed confirmation.
- Applications received less than 60 days prior to the event will be accepted if rental space is available. In this case, full rental fees are due immediately upon receipt of invoice.
- Reservations are subject to cancellation if payment and documents are not received by the deadline.
- Revisions to application must be received and approved by the Office of ARTS & Culture no later than 30 days prior to the event.

### CONTACT INFORMATION

Main Contact			
First Name	Last Name		Title
Address	City	State	Zip
Primary Phone	Cell Phone	Email Address	Web Page/Event Ticketing
Organization Information			
Name of Organization			
Contact First Name	Last Name		Title
Address	City	State	Zip
Primary Phone	Cell Phone	Email Address	Web Page/Event Ticketing

FACILITY REQUEST
Event Name
Event Description

Do you want to serve alcoholic beverages?		
	DATE/S	ROOMS: Panel Room/313/314/Living Room/Lounge (when available)
1 <sup>st</sup> Choice		
2 <sup>nd</sup> Choice		
3 <sup>rd</sup> Choice		

FACILITY USE: Indicate dates and times you need to ARRIVE to the space, set up, clean up, and when you will LEAVE the space.							Expected daily Attendance	
	Day	Date	Arrival & Set up Time	Event Start	Clean Up	Exit Facility	Participants	Staff and/or Organizers
Sample	Friday	4/19/2024	9:00 am	10:00 am	4:00 pm	5:00 pm	50	7
Day 1								
Day 2								
Day 3								
Day 4								
Has this event been produced here before? Yes <input type="checkbox"/> No <input type="checkbox"/>							Total Attendance	
Is this an annual event? Yes <input type="checkbox"/> No <input type="checkbox"/>								

## STAFFING

Building monitors, staff, and security may be required for events at Event Organizers sole expense. Organizers may be required to provide indoor and outdoor licensed and bonded, security including, but not limited to performances, conferences, meetings, ceremonies, parties, all events with alcohol sales, and events with minors and attendance. The Office of Arts & Culture will determine if and how many security personnel are appropriate for all events. Overtime fees for staff will be added to your invoice.

## EVENT SET-UP, EQUIPMENT & TECHNICAL INFORMATION

Event Organizers planning to use the AV systems for slideshows, video, or computer presentations must test their devices on our system prior to the day of event to ensure proper operation. An adapter that allows devices to connect to a VGA or HDMI cable may be required. The specific type of adapter depends on the type and age of the device. If unsure about which adapter to use, contact a local retailer or the device manufacturer.

## INSURANCE REQUIREMENTS

Insurance is required for events selling or serving alcohol in any rented room. The Office of ARTS & Culture also reserves the right to require insurance when deemed necessary. Evidence of insurance showing the Office of ARTS & Culture as an additional insured must be provided no later than 90 days prior to the commencement of the event. Insurance requirements will be provided to the Event Organizers if applicable.

Listed below are resources that may be of assistance. State Farm or Farmers Insurance agents may be able to provide the insurance documents needed, if not, consider obtaining special short term event insurance.

- The Event Helper. [www.theeventhelper.com](http://www.theeventhelper.com) - 775 573-8368.
- Insure Events. [www.insureevents.com](http://www.insureevents.com) - 310 216-9152.
- Sprague Israel Giles - [www.siginsures.com](http://www.siginsures.com) - 206 623-7035
- Gales Creek Insurance Services, Portland Oregon, [www.jdfulwiler.com](http://www.jdfulwiler.com) - 503 227-0491

**The Office of Arts & Culture does not accept policies issued from:**

- Wedsafe.com
- Eventsured
- Markel American Insurance Company

Questions regarding insurance requirements? Contact: City of Seattle -Risk Management Department at 206 684-7390 .

**HOW DID YOU HEAR ABOUT THE OFFICE OF ARTS & CULTURE'S – ARTS at KING STREET STATION?  
(ADD CHECK BOXES)**

- |   |   |
|---|---|
| <input type="checkbox"/> Social media                                     | <input type="checkbox"/> I've rented before |
| <input type="checkbox"/> Internet search                                  | <input type="checkbox"/> Friend/Family      |
| <input type="checkbox"/> Attended an event here                           | <input type="checkbox"/> News/Media         |
| <input type="checkbox"/> Office of Arts & Culture website                 | <input type="checkbox"/> Other: _____       |
| <input type="checkbox"/> Referred by another VENUE: _____<br>(Venue Name) |   |

## STAFFING

The following staff are required and provided by the Office of Arts & Culture *at your expense*:

- **Building monitor(s)** are required for afterhours events.
- **Overtime fees** for staff will be added to your invoice.
- The Office of Arts & Culture determines the required number of stage technicians and building monitors required per event.
- **SECURITY MAY BE REQUIRED:** You may be required to provide security at your expense for events including, but not limited to, performances, conferences, meetings, ceremonies, parties and all events with alcohol sales or events with minors in attendance. Licensed and bonded security may be required for events that meet this criterion. The Office of Arts & Culture determines if and how many security people are required.

## GENERAL TERMS AND CONDITIONS

**Retain Permit:** Event Organizer must retain a copy of the Facility Use Permit on the premises throughout the scheduled event.

**Laws and Rules:** Event Organizer will not allow any illicit drugs or illegal activities or conduct on the premises. Event Organizer will comply with all state laws, city ordinances, and regulations of the Office of Arts & Culture's Director. Event Organizer will comply with all applicable requests regarding activities held in City of Seattle facilities, and any lawful order issued by departmental representatives made to prevent injury or damage. No lewd conduct or gambling devices are permitted on the premises.

**Alcohol:** No alcohol will be allowed in or about the assigned premises without prior approval. A WSLCB Class 12 Mixologist Permit and appropriate Proof of Insurance must be submitted to the Office of Arts & Culture prior to the scheduled event date. Arts and Culture reserves the right to require additional permits and requirements at the sole cost of the Event Organizer group. When permitted, alcohol is allowed inside the facility only. All catering employees or volunteers that pour, serve, distribute, or sell alcohol must have on their person a Washington State Liquor Control Board Class 12 mixologist permit. Office of Arts & Culture staff has the absolute right to request to see and examine these permits at any time.

**Flame:** Open flame or fire of any kind is not allowed on the premises.

**Reserved Hours:** Reservation times are firm and approved in advance. The reservation or event access begins at the start of setup and ends when the last person associated with the event leaves the building. Events that go beyond the scheduled time are subject to additional rental fees, staffing charges, and the risk of losing the entire damage deposit.

**No Smoking:** Effective Nov. 8, 2005, smoking is prohibited in all public places and places of employment, this includes all marijuana products. The use of electronic cigarettes is not allowed inside facilities or within 25 feet of doorways and windows but may be used outdoors. (RCW 70.160.075)

**Condition of Premises:** The Event Organizer will be deemed to have taken possession of the Premises upon entry to the space on the specified date and time. Taking possession of the Premises will be deemed conclusive evidence that the Premises are in good order and satisfactory condition. The Event Organizer is encouraged to inspect the Premises at an earlier, mutually convenient, time and date. Upon expiration of the permit or an earlier revocation, the Event Organizer will properly return the premises in as good condition as received, reasonable wear and tear accepted, and in a clean appearance, ready for use by another.

**Set up/Take down:** Event Organizers are responsible for the setup, takedown, and cleanup of the event.

- a. The person(s) designated responsible for clean-up must accompany a facility staff member on a walk-through to ensure cleanup is complete and to identify any damage to the Premises that may have occurred. Failure to satisfy this obligation may result in the forfeiture of part or all of the Event Organizer's Damage Deposit.
- b. All rented or other equipment that the Event Organizer may bring in for the event must be removed from the premises at the end of the specified time on the use permit.

**Changes to Contract:** Notify the Arts and Culture scheduler immediately if changes to the contract occur prior to the requested and approved dates of use. Changes may increase or decrease fee amounts prior to premises use dates and must be requested in advance.

**Fees & Charges:** A deposit is required to reserve space in the facility:

- a. \$500 for events with alcohol
- b. \$250 for events without alcohol

Deposits will be refunded after the event, minus the cost of any repairs due to damage to the facility, extra rental time, extra rooms acquired during the event, or unpaid balances owed to the Office of Arts & Culture.

**Cancellation Policy:** If at any time 60 days or more prior to the scheduled event, the Event Organizer decides to cancel their rental, the Office of Arts & Culture will retain the booking fee plus a \$60 cancellation fee. If the Event Organizer should cancel their rental less than 60 days but at least 30 days before the rental event, the booking fee will be retained along with 50% of all rental fees. If the Event Organizer cancels the rental less than 29 days before the rental event, 100% of the rental fees will be retained. The Damage Deposit will be fully refunded.

To officially cancel a reservation, the primary contact (or authorized representative) on the rental application is required to submit a letter or e-mail notice of the cancellation. Cancellation is only confirmed upon receiving this notice.

**Sign Initials** \_\_\_\_\_

**Parking:** There are several parking garages available around King Street Station, as well as pay-to-park street parking. Street parking extends from 8 a.m. – 6 p.m., with a two-hour maximum. This parking is free after 6 p.m.

- On 2<sup>nd</sup> Ave S between Jackson St. and S Washington St. there is limited free two-hour street parking.
- On the first Thursday of every month, the Pioneer Square Art Walk will validate parking in follow garages from 5-10pm: Frye Garage, Butler Garage, and 450 Alaskan Way. For more information on First Thursday and how to validate parking for the Art Walk.

**Arts and Culture Initiated Cancellation or Relocation:** The Office of Arts & Culture may, without liability upon giving as much notice as possible, cancel or terminate this permit or relocate a scheduled use. Applicable situations include, but are not limited to: if the premises are closed for repairs, necessary utility work, if services cannot be supplied for unresolvable reasons, or a supervening order of a governmental officer or agency makes it necessary.

**Responsibility:** The Event Organizer assumes responsibility for all activities conducted on the premises, including but not limited to, supervision and control to prevent injury or damage, maintenance of the premises during the use, picking up garbage, debris, and refuse, and providing security to maintain order. The Office of Arts & Culture disclaims any liability from, and the Event Organizer agrees not to hold Arts and Culture liable for any occurrences arising from the event as described in this permit.

**Revocation:** The Office of Arts & Culture may revoke a permit and/or stop a use in progress if the Event Organizer fails to comply with any state laws, city ordinances, including Seattle Municipal Code 25.08.520: Regarding noise in public places including, but not limited to, rules and regulations of the Office of Arts & Culture, the City of Seattle, and the terms of this Permit. The Office of Arts & Culture may also revoke a permit and/or stop a use in progress if the Event Organizer fails to secure a necessary permit, disregards a lawful order of an authorized representative of the Department, or engages in activity that may cause injury to the public or damage to the premises.

**No assignment:** This permit and the permission granted may not be assigned nor will the premises be sublet without the prior written consent of the Department.

**Post No Signs:** Signs are not allowed to be taped, hung, stapled, or nailed to any signpost, lamp, or to the exterior of the building without written permission.

**Sign Initials**

**Indemnity:** The Event Organizer will indemnify and hold the City harmless from any and all claims, actions, losses, and damages to person or property, including, but not limited to attorneys, fees, and expenses suffered as a consequence of or arising or resulting, directly or indirectly from any act of omission of the Event Organizer on or about the premises. In the event that any lawsuit based upon any such claim, action, loss, damage, or cost is brought against the City, the Event Organizer, after being notified that such lawsuit has been started, will defend such lawsuit at no expense to the City and if, in such lawsuit, a final judgment is rendered against the City or against the City and the Event Organizer jointly, the Event Organizer will promptly satisfy such judgment. The Event Organizer's liability under this Indemnification agreement will not be reduced by any City negligence, provided that nothing will require the Event Organizer to indemnify the City against the sole negligence of any City officer, employee or agent acting within the scope of such person's employment.

**Insurance.** The Event Organizer will be required, at its sole cost, to secure and continuously maintain a policy or policies of insurance during the term of the permit, known as Per Accident Commercial General Liability CG0001 - Comprehensive Personal Liability, H03, as applicable to Event Organizer and written on an insurance industry standard occurrence form as referenced or equivalent, including but not limited to:

- Premises/Operations
- Products or Completed Operations
- Personal or advertising Injury
- Contractual liability

- Independent Contractors' liability
- Liquor Liability and/or Host Liquor Liability (if applicable)
- Subcontractors - Event Organizers will include all subcontractors performing any work included under this contract. As an insured under its policies or will furnish separate evidence of insurance as stated above, for each subcontractor. All coverage for subcontractors will be subject to all the requirements stated herein and applicable to their profession.

## SITE SPECIFIC CONDITIONS

### ARTS at King Street Station:

- **Living Room (and Lounge when available) Guidelines:** No staples or nailing items to the walls or disfiguring the furniture is allowed. Noise should be kept at respectable levels and all other applicable restrictions as noted in this document will be observed.
- **The Gallery:**
  - No food or drink is allowed in the Gallery.
  - Insurance and at least one (1) security guard are required with rentals.
  - Do not touch the art (unless invited to by signage or Arts and Culture staff)
  - Activity in the space should be respectful, safe, legal, and considerate of everyone's ability to utilize the space.
  - Well behaved animals only, please.
  - For the protection of the artwork, please do not wear backpacks on your back in the art gallery.
  - **Fragrance Policy:** Offensive perfume, fragrance, body odor, or poor personal hygiene that unreasonably interferes with other patrons' ability to use the facility is not allowed.
  - Do not leave packages, backpacks, luggage, or any personal items unattended. Unattended items are subject to immediate confiscation.
  - Flash photography is not allowed in the Gallery without express permission from Arts and Culture staff.
  - Photography is allowed in the Gallery. Photos of any Exhibition pieces that are posted online must tag the artist and the Office of Arts & Culture.
- **Conference Rooms:**
  - Only permitted activities will be allowed in the conference rooms.
  - After rentals, rooms should be put back in good condition, cleaned, with tables and chairs returned to their original positions, and garbage collected and placed in the appropriate receptacles.

### Applicant:

I certify that the information that I have provided on this application is true and accurate to the best of my knowledge. If our plans change, I will submit a revised application. Accordingly, I have read and understood this agreement and accept responsibility for the terms listed. I accept responsibility for any damages to equipment or to the facility that may occur in association with my use of the facility. I understand that any Office of Arts & Culture staff have the right to close the facility during a rental if they determine a situation to be unsafe.

Name/Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_