



# NORTH WHIDBEY FIRE & RESCUE

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770 NE Midway Blvd, Oak Harbor , WA 98277

This agreement for the rental of station \_\_\_\_\_ is made on, \_\_\_\_\_, between **North Whidbey Fire and Rescue**, hereafter referred to as the “owner”, and \_\_\_\_\_, hereafter referred to as “applicant”.

Whereas, the Owner agrees to such rental, occupation, and use in consideration.

The parties agree to the following terms and conditions:

- I. **Event Description / Venue Access & Restrictions:** The applicant shall have access to and use Station \_\_\_\_\_ from \_\_\_\_\_ o'clock on \_\_\_\_\_, to \_\_\_\_\_ o'clock on \_\_\_\_\_, for the purpose of hosting the applicant's \_\_\_\_\_ event.
  - i. The applicant has been made aware to be eligible for approval. Meetings/events must be non-profit and non-political in nature and in the best interest of the district and the local community.
  - ii. The applicant has been made aware that the owner reserves the right to cancel a reservation if the facility is needed for district use. Every effort will be made by the owner to give adequate notice to the applicant.
  - iii. The applicant has been made aware that the facility will be restricted to the meeting room, kitchen, public restrooms, the parking lot, entrance, and lobby (i.e. applicants and additional guests shall not roam the facility without the guidance of a district personnel. Minors are not permitted on the premises without parental/designee's supervision)
  - iv. The applicant has been made aware that animals are not permitted within the facility, except for guide or assistance animals required by individuals with special needs.
  - v. The applicant is aware and hereby agrees that the consumption of alcohol, use of tobacco products, or use of narcotics is strictly prohibited on district properties. The applicant is aware that violating this will result in revocation of the applicant organization's privilege to use district facilities.
  - vi. The Applicant is aware and hereby agrees that if the fire station kitchen is used, it must be left in a **100%** clean condition, regardless of how it was found by the applicant. Any coffee/food supplies found in the kitchen are for **North Whidbey Fire and Rescue** use only.
- II. **Rental Cost:** The applicant may be subjected to a rental fee for the use of the venue described in Paragraph I above. The district has established that the Rental Rate is as follows
  - i. **4 Hours or less** - \$0.00
  - ii. **4 – 8 Hours** - \$50.00
  - iii. **More than 8 Hours** - \$75.00
- III. **Security Deposit:** The applicant may be required to pay the owner the sum of \$50.00. Of this amount, \$50.00 may be refunded after conclusion of reservation.
  - i. If a rental fee is accrued, the deposit will be applied to the rental charges upon final settlement of accounts.
- IV. **Removal of Belongings:** The applicant shall remove all personal property, trash, and other items that were not present within the reserved fire station when the applicant took control of it.
  - i. Failure to remove any personal belongings and/or trash from the reserved fire station will result in a \$25.00 cleaning fee per hour with a one hour minimum.
- V. **Return of Security Deposit:** Upon the applicant's completion of his/her obligations under Paragraph V above, the owner shall return to the applicant the security deposit, if applicable, minus any amounts deemed necessary to repair damages inflicted upon the venue by the applicant and/or the applicant's associates, guests, invitees, and all other persons whatsoever who enter the premises during the rental period.

- VI. **Unpaid Balance Fees:** In the event that the applicant fails to pay the balance that has accrued within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance at the rate of 5% per month until it is paid. The applicant shall also be liable to owner for any potential legal fees, court costs, and other expenses associated with collection.
- VII. **Liability:** The applicant will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that the owner may incur as a consequence of the actions of the applicant or any of the applicant's guests while the applicant is in control of the fire station.
- VIII. **Equipment:** The district supplies and equipment (i.e. office supplies, copiers, printers, computers, audio visual projectors, etc.) shall not be used for purposes not directly related to **North Whidbey Fire and Rescue** business.
  - i. Exceptions may apply and will be reviewed by the Fire Chief or their designee on a case-by-case basis. A usage fee may be applicable. Such approval will be submitted in writing.
- IX. **Parking:** The applicant and his/her associates shall be restricted to the public parking areas only. At no time anyone who is not associated with **North Whidbey Fire and Rescue** shall be permitted to park in the rear, in fire lanes, or reserved parking spaces.
- X. **Disputes:** Any disputes arising under this contract shall be adjudicated of **North Whidbey Fire and Rescue's Fire Chief**.

*In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.*

<i>Applicant Signature</i>	<i>Date</i>	<i>Owner's Signature</i>	<i>Date</i>
<i>Applicant's Printed Name</i>		<i>Owner's Printed Name</i>	
<i>Applicant's Phone Number</i>		<i>Owner's Phone Number</i>	
<i>Address</i>		<i>Address</i>	
<i>City, State, Zip Code</i>		<i>City, State, Zip Code</i>	