



## West Thurston Regional Fire Authority

**Thurston County Fire Protection District's No. 1 & 11**

10828 Littlerock RD. SW, Olympia WA 98512 ♦ <http://www.westthurstonfire.org>

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### AGREEMENT TO INDEMNIFY, HOLD HARMLESS FACILITY USE AGREEMENT

THIS AGREEMENT is hereby made by and between West Thurston Regional Fire Authority, WTRFA (hereinafter the "Department") and the following organization (hereinafter referred to as the "User Group") related to the User Group's use of all or part of the premises (including any of the furnishings, fixtures, or equipment therein) of the Department.

By way of this agreement, the User Group, on its own behalf and on the behalf of its successors in interest and assigns, in consideration for being permitted to use any part of the Department facilities, hereby agrees to indemnify, defend (at the Department's option) and hold harmless the Department, if officers, employees, agents and members, jointly and severally, from and against any group claims, demands of any kind or nature arising out of or in connection with the User Group's or User Group's agents', members' or participants' use of the facilities.

**Purpose.** The purpose of this agreement is to provide the terms and conditions upon which the Department will make Department facilities available to the User Group. The Department is pleased to share its facilities with any and all User Groups. The Department desires to help make such meetings a success. In order to continue making facilities available, the regulations contained on the reverse side hereof must be complied with by all User Groups. Any User Group that fails to comply with these regulations may be denied the right to use the facilities in the future.

**Approval.** On behalf of the User Group, the undersigned agrees to be the activity supervisor and agrees to ensure that the User Group and all of its members, agents and participants comply with all of the regulations contained on the reverse side hereof.

WTRFA retains the ability to deny usage to any agency without giving cause in such decision.

ACTIVITY SUPERVISOR (NAME)		DAYTIME PHONE/EMAIL	
ORGANIZATION NAME			
MAILING ADDRESS			
CITY	STATE	ZIP	
EXPECTED NUMBER OF ATTENDEES		START TIME	END TIME
<input type="checkbox"/>	ONE TIME EVENT	DATE OF EVENT	
<input type="checkbox"/>	REGULARLY SCHEDULED EVENT	FROM DATE	TO DATE
PURPOSE OF MEETING/ACTIVITY			
SIGNATURE OF ACTIVITY SUPERVISOR		<i>ADMIN ONLY</i>	
		ACCEPTED BY: _____	
		DATE: _____	

## GENERAL REGULATIONS FOR USE OF FACILITIES

The following regulations apply to the use of all West Thurston Regional Fire Authority (WTRFA) facilities:

1. All functions conducted in Department facilities shall be in accordance with WTRFA standards and not in violation of any county or city ordinances or regulations. Similarly, all functions shall be in compliance with the laws of the State of Washington.
2. Use of the department facilities shall be considered on a first come, first served basis with WTRFA and groups within WTRFA are given first priority.
3. District facilities are limited to occasional use, not more than once per month by any one group.
4. Meetings at the station meeting rooms may be scheduled out no more than 90 days in advance.
5. The maximum number of people permitted in any fire department facility shall be restricted to the posted occupancy limits or parking availability as stated in policy.
6. Smoking, alcoholic beverages and controlled substances are prohibited in all department facilities and grounds (this includes vehicles parked on premises).
7. Meetings or classes may not begin before 7:00am and must be finished by 11:00pm, including cleanup.
8. Meeting rooms and public restrooms are available at a rate of \$70 per day or \$140 per day to include use of a small kitchenette (where available). A cleaning deposit of \$35 will also be charged. The cleaning deposit is refundable after appropriate cleaning deductions, within approximately 30 days of the function.
9. User groups should come prepared with necessary copies and office supplies such as paper and pens that instructors or attendees may need, as the Department is unable to provide such items at public expense.
10. If a user group plans refreshments, such requests shall be made together with the regular room reservation.
11. Facilities shall be limited to those specified on the application – users may not wander or use other areas of the facility such as apparatus bays, offices, lobby, dormitory-kitchen, or other department work areas unless expressly identified on the application.
12. A group may use Department furnishings (chairs and tables), if available, but the Department is under no obligation to furnish such amenities. A pull-down screen is available for use, but media and computer equipment is for department use only (public wi-fi is available upon request.) If the kitchenette is part of the use agreement, a microwave and sink is available for use. User must provide own coffee-maker, supplies and utensils.
13. Decoration or application of materials to walls or floors must be approved in advance of the event.
14. The user scheduled to use the facility shall be responsible for all damage or loss to the station or its contents, even if such loss exceeds the damage deposit.
15. Users must leave all areas of the facility used in as clean of a condition and return furnishings as they were found, including the kitchenette (where applicable). If extra cleaning by custodial staff is needed, funds will be deducted from the cleaning deposit. If extra cleaning exceeds the cleaning deposit, the users will be billed the balance. Failure to clean the facility after an event will be grounds for refusing future usage applications. Cleaning is to include at a minimum:
  - a. Removal of all materials brought in, including decorations.
  - b. Clean up of spills immediately (materials provided by department personnel.)
  - c. Wipe down of tables and countertops (materials provided by department personnel.)
  - d. Bagging up all trash and placement in outside dumpster.
  - e. Restoring furniture to original configuration.
  - f. Ensuring all doors are closed and locked and there are no obstructions blocking access.
16. Any activity which is illegal or would tend to bring disrepute on the Department is expressly forbidden. No meeting or other activity shall place the personal safety of any participant or department member at unreasonable risk.
17. The presence, use/and or storage of firearms, explosives and/or hazardous material within Department facilities is forbidden unless approved by the Fire Chief, with the exception of commissioned law enforcement officers.
18. Should an emergency arise requiring emergency services (fire, medical or police), the user group should call 9-1-1 from the telephone in the classroom.
19. User groups may be required by the Department to provide a certificate of liability insurance, with West Thurston Regional Fire Authority named as an additional insured on said liability insurance policy or certificate of insurance, with liability limits of not less than \$1,000,000 per occurrence.
20. The Department reserves the right to deny future use to any group who violates any of the rules, regulations or guidelines.
21. Consideration must be given to those who work in the building, especially in regards to noise levels.