

PUBLIC USE OF THE DISTRICT AQUA ROOM

POLICY

As a community service, selected District facilities are available to the public when not being used for District business. Availability is subject to the provisions of this policy. The District will endeavor to achieve the broadest possible use of District facilities by the public. PROVIDED: The District reserves the absolute right to cancel or restrict community use of District facilities if controversy or competing factions jeopardize or threaten the facility with damage, or injury to person or property.

PROVISIONS

The District reserves first priority for use of its facilities and reserves the right to refuse any request. Use of the facilities must be legally permissible and is subject to the following general provisions.

1. The District's use of the Aqua Room has top priority. The District may cancel or change any bookings in the event the District needs to use the facility. The District will exercise its best efforts to accommodate all bookings accepted, however the District assumes no liability for cancellations deemed necessary by the District's Board of Commissioners or the District's General Manager. To avoid scheduling conflicts, the District only makes the room available on Fridays through Mondays. (The room is NOT available Tuesdays, Wednesdays or Thursdays.)
2. The Aqua Room is available for responsible community groups or non-profit organizations that will include the participation of District customers. The District also makes the room available for other governmental agencies. The room shall be used for meetings only. It is NOT AVAILABLE FOR gatherings such as parties, receptions, banquets, family reunions, fundraising activities or profit-making purposes, NOR is it available for religious services.
3. Noncommercial Use. No admission charge or fee may be levied by users of the facility. Commercial purposes or promotions are prohibited. RCW 42.17A.555 forbids use of public office or agency facilities in political campaigns.
4. The room is available on a first-come, first-served basis. A separate booking is required for each use, with the frequency of meetings limited by the District. It is not intended that the space be used for regular, recurring meetings, but rather for special occasions. Any community group will be limited to no more than two meetings per month. Advance booking may be made at the District office, giving name, address and phone number of the responsible person and group. Bookings will be accepted up to 90 days in advance and no less than 48 working hours prior to use, if available.
5. Alcohol, firearms and drugs are prohibited in the room. Uniformed law enforcement officers are exempt from the firearm prohibition. Hunting safety classes may be exempt from the no firearms provisions of District Policy with prior special permission.
6. The Aqua Room is the only portion of the District facility that is offered for public use outside normal working hours. We ask that groups using the Aqua Room during normal working hours limit their activities to this area. Use of the room must remain reasonably quiet (no singing or music between the hours of 8:00 AM and 5:00 PM). Public restrooms are located adjacent to the entryway (north end of complex). Beverages, light refreshments and sack lunches will be allowed (for this room these encompass any non-alcoholic beverage such as coffee, tea, soft drinks, juice or milk, donuts, muffins, cookies, sweet rolls, fruit, vegetables, cheese, cold sandwiches, etc.). The maximum room capacity is 250.

7. The facilities were designed to be in substantial conformance with the Americans with Disabilities Act as of 1995. Any suggestions for improvements may be directed to the District's General Manager.
8. The District reserves the right to approve or deny use of the room by any group, based solely on District discretion. Final determinations shall be made by the District's Commission.
9. Permission to use District facilities does not imply District endorsement.
10. It is the facility user's responsibility to supply all items necessary for use of the Aqua Room (laptop, extension cords, coffee supplies, etc.). **The District does NOT PROVIDE projection equipment for use.** A guest internet access connection is available but NOT guaranteed.

CHARGES

1. There is no charge for use of the Aqua Room unless food or beverages are going to be provided or allowed.
2. If food or beverages (other than coffee, tea or water, items listed above in item #6) are to be consumed in the Aqua Room, a \$250.00 advance deposit will be required. The deposit will be refunded only if the room is left without damage and clean after its use. If the room requires cleaning or repair by the District, the actual cost will be deducted from the deposit, with any remaining deposit amount refunded. If the deposit is not sufficient to pay the cost, the District will then apply your full deposit to the cost and bill you for the additional amount owing. This bill will be immediately due and payable. Deposits to be returned will be processed through the District's accounts payable department in its normal course of business. Processing time may take up to sixty (60) days if damage has occurred or clean-up is required.
3. Normal wear and tear will not be considered as damage. The District will be the sole judge in determining damage.
4. The District reserves the right to waive the room deposit for governmental agencies providing a voucher or purchase order in lieu of the deposit.

POLICY FOR USE

1. The Aqua Room tables and chairs require setup and take down by the user. It is imperative that a minimum of two people set up and take down the tables in order to avoid damage to the tables, walls and carpet. The District has printed outlines of the classroom style and theater style set up options available upon request. Users of the Aqua Room are cautioned that the District will inspect the rooms after use and require the user to reimburse the District for any damage that is greater than normal wear and tear.
2. The Aqua Room may be used for purposes of good moral taste only. The District's Commission shall make final decisions.
3. No smoking is allowed in District offices and meeting rooms under any circumstances. Smoking is prohibited in areas within 25 feet of the building. There is a receptacle for cigarette butts located outside the main entrance doors. If smoking occurs in the designated area, please pick up and properly dispose of cigarette butts. All debris created during the use of the room, both inside

and outside, is to be collected and properly disposed of prior to vacating the building. No burning materials will be allowed inside the building complex (i.e., candles, etc.).

RCW 70.160, effective December 8, 2005, prohibits smoking within 25 feet of entrances.

4. Each group is responsible for leaving all areas and equipment clean and in good order. Each group is responsible for any damage to the room, equipment or facility. **ALL TABLES, CHAIRS AND APPLIANCES ARE TO BE RETURNED TO THE LOCATIONS THEY WERE FOUND**, unless otherwise directed in writing.
5. A vacuum cleaner will be located in one of the bi-fold door closets so that the user may vacuum the room after using it. Users of the room that do not want to clean the room may request that the District's janitorial service clean the room after their use providing the user pays the cost of the janitorial service to the District. An advance deposit of \$150.00 will be required when the user requests District janitorial service. The actual cost will be deducted from your deposit, with any remaining deposit amount refunded. If the deposit is not sufficient to pay the cost, then the District will apply your full deposit to the cost and bill you for the additional amount owing. This bill will be immediately due and payable. Deposits to be returned will be processed through the District's accounts payable department in its normal course of business. Processing time may take up to sixty (60) days if damage has occurred or clean-up is required.
6. Materials are not to be fastened to the walls. The marker board, corkboard, and film screen are available for use.
7. When leaving, lights and appliances (including coffee maker) are to be turned off in the Aqua Room. If after normal District working hours, turn the lights off in the men's and women's restrooms and the hallway leading to the Aqua Room. The entryway lights remain on at all times and cannot be turned off by meeting attendees. The card-lock card for the entry door is to be left in the payment drop on the west side of the main office at the drive up window.
8. Side doors. Prior to leaving the building the user must check to make sure that all side doors in the Aqua Room are properly closed.
9. When permission to use the Aqua Room is granted by the District, a coded Proximity Card along with instructions for operation of the Aqua Room Security System will be issued to the responsible person representing the organization or group using the Aqua Room. The Security System Operation instructions must be strictly followed in order to insure a false alarm **IS NOT** activated. The responsible person must be the first person to enter the facility, and must disarm the Security System prior to allowing additional persons to enter. After the Security System has been disarmed, use of the Aqua Room facility may commence. When use and clean-up of the Aqua Room is complete, the responsible person will be the last person to leave the facility and is required to rearm the Security System, as indicated in the Security System Operation instructions, prior to exiting the building. If an individual is inside the facility after the Security System has been activated, an alarm will be activated.
10. Violation of the rules, creation of a disturbance, or willful damage will cause cancellation of privileges for the offending group. If the District incurs costs as a result of a faulty alarm, the organization or group using the Aqua Room will be billed additional costs incurred.

INDEMNITY AND HOLD HARMLESS AGREEMENT

The undersigned authorized representative of the below indicated organization(s) agrees to indemnify and hold Public Utility District No. 1 of Skagit County, its Board of Commissioners and employees harmless from all loss or expense due to any liens or claims of any nature including, but not limited to medical tort feason liens, workmen’s compensation liens; personal injury or medical payments, insurance subrogation claims or liens, or any claims arising out of the injury, damage or loss that may be sustained by the below indicated group, any of its members or guests, that may arise out of the use of District’s meeting room.

The undersigned authorized representative personally represents that they have the authority to bind the below-indicated group and make this Indemnification and Hold Harmless agreement on behalf of said group, its members and guests.

The undersigned authorized representative certifies that no fundraising will be conducted, donations or otherwise, by the below indicated group when using the District’s meeting room.

The undersigned authorized representative has reviewed the terms and conditions for public use of the District’s meeting room, agrees to abide by the provisions therein, and, accept responsibility for the below indicated group’s use of the District’s meeting room.

Dated

Organization Name

Contact Person (Please Print)

By (Signature)

Daytime Phone

After-hours Phone

Email Address

Date of Meeting:

Time:

Additional Date:

Time:

Additional Date:

Time:

Meeting Purpose

*****The District does NOT PROVIDE projection equipment for use when using the facility.*****