



**General Terms and Conditions: Y @ Cascade People's Center Room Rentals**

- 1. Laws and Rules:** The User shall comply with all local, state and federal laws, and any lawful order of a YMCA representative made to prevent injury or damage. No lewd conduct or gambling devices are permitted on the Premises.
- 2. Condition of Premises:** The User accepts the Premises in the condition existing at the time of User's entry thereon.
- 3. Payments:** The User shall self-select into a payment tier most fitting and payments shall be made 48 hours before the date of event via cash or check: Tier 1: \$30/hr, Tier 2: \$50/hour and Tier 3: \$70/hr. Fees and charges subject to change or cancellation or addition of new times/dates by mutual agreement of the YMCA of Greater Seattle and User. Late payment shall be charged interest of 18% per annum.
- 4. Responsibility:** The User assumes responsibility for all activities conducted, including but not limited to: supervision and control to prevent injury or damage and maintenance during use.
- 5. Cancellation, Revocation:** The YMCA may, without liability cancel, terminate or revoke this Permit or relocate User's activities hereunder to a substitute facility.
- 6. Indemnity:** The User shall indemnify and hold the YMCA 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 or omission of the User. This indemnity shall extend to parties invited, allowed, or contracted by or on the behalf of the User, 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 YMCA, the User, after being notified that such lawsuit has been started, shall defend such lawsuit at no expense to the YMCA; and if, in such lawsuit, a final judgment is rendered against the YMCA, or against the YMCA and the User, jointly, the User shall promptly satisfy such judgment. The User's liability under the indemnification agreement shall not be reduced by any YMCA negligence; provided, that nothing shall require the User to indemnify the City against the sole negligence of any YMCA officer, employee or agent acting within the scope of such person's employment. Solely with respect to claims for indemnification under this Permit, User hereby waives, as to the City only, its immunity under Title 51 RCW.
- 7. Insurance:** At least ten (10) days prior to the first scheduled use, User may need to provide the YMCA with proof of having obtained Commercial General Liability insurance including but not limited to premises/operations, products/completed operations, personal/advertising and contractual liability coverage. Minimum limit of coverage shall be \$1,000,000 each occurrence, combined single limit. If a motor vehicle is used for activities such as hauling and delivery of goods, or transporting people for a fee, in connection with the activities authorized by this Permit, Commercial Automobile Liability Insurance is required. In addition, the User must procure Liquor/Host Liability Insurance, if applicable. Proof of insurance shall include both a Certificate of Insurance (standard "Accord" form) and the Declaration of Coverage showing any exclusion. The insurance shall name the YMCA of Greater Seattle as an additional insured party and shall provide that it may not be changed, canceled, terminated or expire without forty five (45) days' prior notice to the YMCA, or ten (10) days for non-payment premium.
- 8. No Assignment:** This Permit and the permission granted may not be assigned nor the Premises sublet.
- 9. Hazardous substances:** User shall bring no hazardous substances, as defined in any federal, state or local law or regulation, onto the premises.



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- 10. Noise:** User shall keep all noise-generating activities of any kind to a minimum and shall at all times comply with City of Seattle noise ordinances.
- 11. Recycling & Composting:** User agrees to facilitate recycling by event attendees and participants, including, but not limited to, providing recycling bins and recycling collected bottles, cans, paper and other recyclable materials; and composting according to current capabilities of the site.
- 12. Permits:** If alcohol is consumed, User must provide the necessary permit.
- 13. Identification of Location:** User agrees to identify this location as "The Y @ Cascade People's Center."