

## FIRE STATION USER AGREEMENT

This agreement is entered into between King County Fire Protection District No. 27, hereinafter referred to as "**District**" and

\_\_\_\_\_, hereinafter referred to as "**User**"

1. Premises The District hereby permits the use of its facility located at 4301 334<sup>th</sup> Place S.E., Fall City, Washington.
2. Date The period of use covered by this agreement shall be from:  
\_\_\_\_\_ AM PM to \_\_\_\_\_ AM PM on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.
3. Use of Facilities The facilities shall be used for the purpose of \_\_\_\_\_  
\_\_\_\_\_ The User agrees that the premises shall not be used for any purpose that will violate any law or ordinance of any governing authority.
4. Public Use Policy The User acknowledges receipt of a copy of the District Station Public Use Policy" and agrees to comply with all of the conditions set forth in the policy.
5. User Fee The User agrees to pay to the District the sum of \$30.00 for use of the premises. Such payment must be made prior to the scheduled date of the event or activity.
6. Deposit The User agrees to pay to the District, in addition to the User fee listed above, the sum of \$\_\_\_\_\_ as a damage and clean up deposit. The deposit must be paid prior to the scheduled date of the event or activity. In the event the premises shall be vacated in a clean, neat and undamaged condition, such deposit shall be refunded to the User. In the event that such premises shall be vacated in a condition not satisfactory to the District, such sum shall be retained by the District and applied to the cost of cleaning, restoring or repairing the premises. In the event such sum shall be insufficient to cover the cost of any damage or loss or destruction of personal property located on the premises, the User agrees to pay to the District the balance of such cost on demand to the District.
7. Liability The User agrees to assume all responsibility for all liabilities that occur or arise in any way out of the use of the premises by the User and to save and hold the District and its employees and officers harmless from all costs, expenses, losses and damages, including the cost of defense incurred as a result of any acts or omissions of the User, or guests of the User, during the use of such premises.
8. Attorney's Fees In the event it shall be necessary for either party to employ an attorney to enforce any provisions of this agreement, the defaulting party agrees to pay all reasonable costs incurred by the defaulting party, including attorney's fees.

\_\_\_\_\_  
User

\_\_\_\_\_  
King County Fire District 27

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

**KING COUNTY FIRE PROTECTION DISTRICT NO. 27  
DISTRICT STATION PUBLIC USE POLICY**

The District is requested from time to time to permit organizations and groups to use the District facilities to conduct meetings and for other activities. It is the purpose of this policy to establish the terms and conditions under which the District will permit the use of its station facilities for non-District purposes.

The basic functions of the Fire District station are to house, in a secure manner, the District's vehicles and equipment, to provide a work place, and to provide a site for the training of Fire District personnel. The District will not permit the use of the station facilities by any organization that will unreasonably interfere with the primary purposes of the facilities.

The District is a municipal corporation and a political subdivision of the State of Washington. Its station facilities constitute public property of the District. The District is prohibited by Washington State Constitution, Article 8, Section 7, from giving or loaning its property or the use of its property to any individual, association, company or corporation for private gain. The District is also prevented by RCW 42.17.130 from permitting the use of the District's facilities for the purpose of assisting the campaign for the election of any person to any office or for the support or opposition to any ballot measure.

Within the limitations described above, the Board of Commissioners of the District will permit the use of its facilities under the following conditions:

1. The station will not be available for use when, in the opinion of the Board of Commissioners, it is needed for District purposes.
2. Applications for the use of the station must be submitted in writing to the District in a timely manner so that the request can be discussed and considered at a regular scheduled Board of Commissioners meeting at least 21 days prior to the date of intended use. The application must be submitted on a form approved by the District.
3. The Commissioners will vote to approve or disapprove all requests for use of the District's facilities at regular scheduled Board of Commissioner's meetings.
4. The applicant must provide proof of insurance coverage or financial responsibility for all activities to be conducted at the station when requested by the Board of Commissioners of the District.
5. No political activities shall be conducted at the station.
6. The station may not be used for private business or profit making activities
7. The applicant shall provide the District with the name, phone number and the address of the individual who shall be in charge of the function or activity and responsible for the closing of the station at the completion of the activity.
8. Only the meeting room, restrooms and the adjacent hallway are available for use, unless specific permission is obtained from the Board of Commissioners.

9. Groups who are granted permission to use the apparatus area of the station are required to have a member of the Department physically present on the premises to insure security of the Fire District's apparatus and equipment.
10. Alcoholic beverages are not allowed on the premises.
11. Smoking is not allowed in the building.
12. The applicant must agree to surrender the premises in a neat and clean condition at the completion of the activity.
13. The applicant must agree to be responsible for any damage to the station facilities or equipment located within the station and for the loss or destruction of any such equipment.
14. The group granted permission to use the facility will assume total responsibility for insuring that arrangements for access to the building are made prior to the meeting.
15. The applicant must agree to abide by the rules and regulations as adopted by the District governing the use of the station and the conduct of the members of the public in attendance at the function or event held at the station.
16. The District will not be responsible for the loss, damage or destruction of any personal property brought to the station by the user of the station or the user's guests or invitees.
17. The use of the station shall not violate applicable state laws or county ordinances.
18. No activity shall be conducted in the station that would adversely affect the insurance coverage on the building or increase the insurance premium.
19. Usage fees will be established by the Board of Commissioners. Fees must be paid to the District prior to the scheduled date of the event or activity.
20. This policy supersedes any prior adopted policies dealing with the public use of the District station.