

Key Peninsula Metropolitan Park District
Dba Key Pen Parks



Resolution No R 2015-13

A RESOLUTION TO ADOPT KEY PARKS FACILITY RENTAL POLICY

WHEREAS, the Board of Park Commissioners for Key Pen Parks desires to adopt Key Pen Parks Facility Rental policy; and

WHEREAS, the Board of Commissioners have met and made adjustments and changes deemed necessary and proper to Key Pen Park's facility rental policy, now, therefore be it,


NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF KEY PEN PARKS HEREBY RESOLVES AS FOLLOWS:

Section 1. Key Pen Parks Facilities Rental Policy attached hereto as Exhibit 1 is hereby adopted.

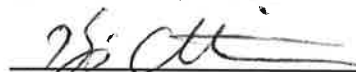
Passed and adopted by the Board of Park Commissioners for Key Pen Parks at a regular meeting held at Volunteer Park Annex this 14th day of December, 2015.

Attest:

Key Pen Parks
Board of Commissioners
Pierce County, Washington



Mark Michel, President




Kip Clinton, Clerk



John Kelly, Member-at-Large

Ed Robison, Vice President



Bill Trandum, Member-at-Large

KEY PEN PARKS FACILITY RENTAL POLICY
Exhibit 1

Effective Date 12/14/2015	Resolution R2015-14
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1.0 Policy

- 1.1 It is the policy of Key Pen Parks to rent facilities (including buildings, park shelters, active use fields and passive recreation areas owned and managed by Key Pen Parks) to individuals and organizations when facilities are not scheduled for Key Pen Park's activities.
- 1.2 Facility fee and charges are established by the Executive Director and approved by the Board of Park Commissioners. The rental fee schedule is reviewed on a periodic basis and maybe adjusted by Consumer Price Index (CPI) for the Seattle/Tacoma/Bremerton area on an annual basis.
- 1.3 Discounted field use fees are available to groups serving youth 18 years and younger and who provide proof that they have a scholarship program in place based on financial need.

2.0 Procedure

- 2.1 Key Pen Parks programs, special events, leagues, tournaments and classes have first priority use of agency facilities.
- 2.2 Public reservations will be accepted by request such as email, picnic shelter form or verbal.
 - A Picnic Shelter reservations- User fill out reservation form and pays fees (Attachment A).
 - B Property/Tournament Rental Key Pen Parks staff will create a contract or agreement (Attachment B).
- 2.3 Key Pen Parks staff is empowered to make adjustments/reductions in fees with appropriate authorization (see procedure 2.6), in the interest of customer service when those adjustments do not result in an additional expense to Key Pen Parks. Examples of when discounts might be applied include but are not limited to:
 - A Renter is a team or organized group participating in Key Pen Park's programming or a group that partners with Key Pen Parks.
 - B The rental group encountered an unforeseen problem with the park

or facility they were scheduled to use.

C A short notice cancellation created available time ahead or behind the rental which may be reserved at a reduced rate or at "no charge."

D Picnic shelters may be used for no charge by drop-in users, when shelter does not have a booked rental.

2.4 Deviation from the established fee schedule will require a written explanation for the fee adjustment. (Attachment C- Current Park Use Fees 2016).



PICNIC SHELTER RESERVATION FORM

Home Picnic Shelter

Volunteer Picnic Shelter

PICNIC SHELTER RENTAL PRICE: \$12.50/hour (minimum 2 hours, maximum 4 hours)

Requested Reservation Date: _____ Requested Time: _____

If this time is already reserved, do you have an alternative date/time? _____

NAME: _____ EVENT: _____

ADDRESS: _____ CITY _____ ZIP _____

Best PHONE: _____ E-MAIL _____

I/we will be bringing sports equipment, tables, chairs, toys, grills/barbeque and/or other play equipment during our reserved date and time. **I/we do not hold Key Pen Parks liable** for any accidents and/or injuries that may occur while using these items. I have read the Park Rules below and sign with full understanding.

PARK RULES

- **All CARS MUST USE PARKING LOTS; LOADING AND UNLOADING FROM PAVED ROAD ONLY IS ACCEPTABLE.**
- **NO ALCOHOLIC BEVERAGES ARE ALLOWED ON PARK PROPERTY.**
- **AREAS SHOULD BE CLEANED AFTER YOUR EVENT USING AVAILABLE TRASH CANS.**
- **EXCESSIVE NOISE OR OTHER DISTURBANCES MAY RESULT IN YOUR GROUP BEING ASKED TO LEAVE THE PARK.**
- **PLEASE RESPECT OTHER PARK USERS.**

Signature _____

PAYMENT OPTIONS:

CASH CHECK # _____ (Make payable to Key Pen Parks)

Cancellation/Refund Policy: A \$5.00 processing fee will be deducted from all refunds and credits when requested more than one week prior to the start date of the course/program. Refunds and credits requested less than one week prior to the start date of the course/program will not be granted, unless authorized by the Executive Director. Full refunds will be issued if Key Pen Parks cancels a program due to insufficient registration. A \$40.00 reprocessing fee will be charged on returned checks.

Return to: Key Pen Parks P.O. Box 70, Lakebay, WA 98349
Phone 253-884-9240, Fax 253-884-9249 EMAIL answers@keypenparks.com

OFFICE USE ONLY: Paid \$ _____ Cash _____ Check _____ Receipt # _____ Date _____

Attachment A

**KEY PENINSULA METROPOLITIAN PARK DISTRICT
&
User
XX Property Use Agreement**

THIS AGREEMENT entered into this XX day of XXX, 201X, by and between the Key Peninsula Metro Park District, a Washington municipal corporation formed pursuant to Chapter 35.61 of RCW(hereinafter “Key Pen Parks”), and User , (hereinafter “the Promoter”).

WHEREAS, Key Pen Parks is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, Key Pen Parks is provider, and manager of the public park facilities known as XXXX (Pierce County Parcels numbers XXXX), located on the Key Peninsula, within the County of Pierce, in the State of Washington; and

WHEREAS, Key Pen Parks agrees to provide the Promoter the use of the property, (hereinafter “the property”); and.

NOW, THEREFORE, the parties to this Agreement agree as follows:

1. Property Use. Key Pen Parks grants to the Promoter the use of the Property for a running event from XX AM to XX PM for the date of XX, 201X.

2. Property Use Charge. The Promoter, for the purpose of holding a running event, agrees to pay Key Pen Parks for use of the Property as follows:

- \$XX (XX dollars)

The Promoter is hereby obligated under the terms and conditions stated herewith to pay Key Pen Parks, with-in thirty (30) days, a non-refundable deposit of one hundred and seventy-five dollars (\$175.00) with the remaining balance to be paid on or before the start of the event/tournament.

Key Pen Parks shall provide an invoice to the Promoter for all payments received and including the balance owed by the Promoter. If the total BALANCE OWED is not paid ON OR BEFORE THE START OF THE EVENT the Promoter agrees to pay to Key Pen Parks, upon demand, the balance owed, together with an interest penalty on any unpaid amount of two percent (2%) per month.

3. Key Pen Parks Responsibilities. Key Pen Parks shall provide the following services to the Property for the Property Use Charge:

- (a) Use of the properties

4. Promoter Responsibilities. The Promoter, employees, representatives, agents, or volunteers, shall be required to properly secure all areas to which they have access and return all park property and equipment to the designated storage area. The Promoter shall be wholly responsible for any loss, theft, or damage to any equipment and property, of or entrusted to the Promoter , resulting from negligence or failure to properly secure all property, equipment, and secured park areas or buildings to which the Promoter , its employees, representatives, agents, or volunteers, has access or use thereof.

- (a) Provide XX

5. Cancellation by the Promoter. The Promoter shall notify Key Pen Parks of any cancellation to the Promoter event.

6. Cancellation by Key Pen Parks. Key Pen Parks has the right to cancel event, or other Promoter activity, without prior notice, in order to protect and preserve the welfare of any Key Pen Park facilities and staff, patrons, and/or the general public, including - but not limited to - cancellations due to inclement or other (potentially) hazardous weather. Key Pen Parks shall notify the Promoter immediately upon such determination.

7. Property Satisfaction. The Promoter has examined the Property and is satisfied with the condition thereof, and relying solely upon such examination, accepts the premises in their present condition, except as may be expressly agreed upon by and between the parties herein.

8. Property Maintenance. The Promoter shall maintain the Property and appurtenances thereto in a neat, clean, and respectable condition throughout the terms of this Agreement. Immediately following the completion of the event, the Promoter or its representatives, shall be required to remove all garbage and debris left on or about the Property and adjoining areas, which may have been left by the participants or spectators.

9. Damage to Park Property. The Promoter shall repair or replace immediately, at the Promoter expense, all damage other than normal wear and tear at the discretion of Key Pen Parks' Executive Director or Key Pen Park staff incurred to the park property including but not limited to XX parking areas, and related facilities caused by the Promoter or its representatives, including participants and spectators, throughout the terms specified in Section 1 of this Agreement.

10. Insurance. The Promoter shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the use of the Premises.

No Limitation. Promoter's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit Key Pen Park's recourse to any remedy available at law or in equity.

Promoter shall provide a certificate of insurance evidencing:

General Liability insurance covering premises, products-completed operations and contractual liability. Key Pen Park's shall be named as an additional insured on Promoter's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. General Liability insurance shall include coverage for participant liability with limits of not less than \$2,000,000 per occurrence.

The insurance policy shall contain, or be endorsed to contain that the Promoter's insurance coverage shall be primary insurance as respect to Key Pen Parks. Any insurance, self-insurance, or insurance pool coverage maintained by Key Pen Parks shall be excess of the Promoter's insurance and shall not contribute with it.

The Promoter shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A.

11. Indemnification / Hold Harmless: Promoter shall defend, indemnify and hold harmless Key Pen Parks, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by Promoter in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of Key Pen Parks.

12. Rules and Regulations. The Promoter, its agents, representatives, and guests shall adhere to all rules and regulations of Key Pen Parks at XX, whether explicit or implied.

This Agreement contains the entire agreement in writing, signed and executed by the parties thereto.

IN WITNESS WHEREOF, Key Pen Parks and the Promoter have signed and executed this Agreement on the day and year above written.

Scott Gallacher, Executive Director
Key Pen Parks

XX
Promoter

(1) _____

(1) _____

Key Pen Parks

PO Box 70
Lakebay, WA 98349

ph: 253-884-9240
fax: 253-884-9249



The key to your next adventure!

**RENTAL FEES FOR 2016
Attachment C**

Volunteer Park

Key Peninsula Little League

As per current year Field contract for practices and games. Rate for 2015 was \$4500. Contract is adjusted annually for CPI.

Three Day Rental:

- \$700.00 for a three-day tournament - all three fields
 - Up to 46 games than \$15 per game there after
- \$600.00 for a three-day tournament - Fields 1 and 2 only.
 - Up to 40 games than \$15 per game there after

Two Day Rental:

- \$600.00 for a two-day tournament - all three fields.
 - Up to 40 games than \$15 per game there after
- \$500.00 for a two-day tournament - Fields 1 and 2 only.
 - Up to 33 games than \$15 per game there after

One Day Rental:

- \$400.00 for a one-day tournament - all three fields.
 - Up to 26 games than \$15 per game there after
- \$350.00 for a one-day tournament - Fields 1 and 2 only.
 - Up to 23 games than \$15 per game there after

Sports Leagues:

- \$25.00 per game (unprepared field. 1.5 hour)
- \$35.00 per game (groomed and prepared field prior to a game 1.5 hour)

Field Lighting:

- Inquire on cost and availability.

Picnic Shelter:

- 2 hour minimum rental: \$25. Each additional hour \$12.50 for a maximum limit of (4) hours.

Camping:

- \$20 per night per Tent/RV

www.keypenparks.com
info@keypenparks.com

Key Pen Parks

PO Box 70
Lakebay, WA 98349

ph: 253-884-9240
fax: 253-884-9249



The key to your next adventure!

Home Park

Picnic Shelter

- 2 hour minimum rental: \$25. Each additional hour \$12.50 for a maximum limit of (4) hours.

Gateway Park/360 Trails

- Field/Grounds/Trails -- \$50-\$700 per day depending event details
- Camping fee \$20 per night per Tent/RV

Maple Hollow

- Camping fee \$20 per night per Tent/RV

