



## FACILITY USE AGREEMENT

THIS AGREEMENT is made and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the YAKIMA GREENWAY FOUNDATION, hereinafter called the GREENWAY and the \_\_\_\_\_, hereinafter called the USER, upon the following terms and conditions

1) PREMISES:

Upon approval of this agreement, USER shall have the right to conduct a **\_\_car show/ walk a thon\_\_** at the Greenway and to use the area designated, along with the roads necessary for ingress and egress and those parking lots adjacent to the area. The Greenway will provide electricity in the Picnic Shelter. The estimated number of participants is \_\_\_\_\_.

2) DURATION

USER shall have the right of use of the premises from \_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

3) PUBLIC ADVERTISING:

The Greenway shall be listed as a co-sponsor of the event in the same manner as any local sponsor.

4) ADDITIONAL SERVICES:

If USER requests any services including, but not limited to transportation of volunteers to any location, putting up/taking down banners and other signage, moving materials, setting porta-potties, etc. shall be billed to the user at rate shown on age 3.

5) INDEMNIFICATION:

USER shall defend, indemnify and hold harmless the Yakima County, City of Yakima and the Yakima Greenway Foundation, its agents and employees from any and all liability, litigation, damage, loss, injury, expense or cost arising out of this rental agreement to any property, person, or persons, except as may result from the sole negligence or willful misconduct of its agents and employees, including the Greenway, 111 S. 18<sup>th</sup> Street, Yakima, WA 98901. User shall supply a Certificate of Insurance as evidence of indemnification.

6) FEE INFORMATION:

The Yakima Greenway Foundation allows use of the pathway/facilities for organized events. We can provide a variety of services so the planner does not have to focus on logistics of the event.

The base rate for use of the pathway, lawn, and/or shelter is \$300.00. This covers the cost of the event

Set up by Greenway personnel and includes:

- Use and setup of the picnic shelter, walk-a-thon/car show organizers are responsible for returning shelter to pre-event condition.
- Setup of one turnaround or aid station. We will transport walk-a-thon sponsor-provided table/chairs, water and snacks to the site. Your organization is responsible for transporting volunteers to/from the site.
- We will mark the pathway for your chosen distance(s) prior to event day.

**Additional aid stations may be set up for \$50.00 each.**

	Cost
Golf Cart - Use of for duration of event	\$50.00
Trailer	\$20.00
Kubota - Use of for duration of event	\$50.00
Porta-potty (regular, without sink)	\$75.00
Porta-potty (accessible, without sink)	\$90.00
Hand wash station	\$65.00
PA System (small battery operated)	\$25.00
Tables (each)	\$10.00
Chairs (each)	\$1.00
10'X10' Canopy in case of inclement weather (includes setup)	\$30.00
Sign boards (A-frame or standard)(each)	\$1.00
Ladders	\$5.00
Power Cords (each)	\$0.50
Hand Cart	\$2.00
Garbage Cans / Recycle bins (each)	\$0.85
Lathe / Ribbon (each)	\$0.50
Safety Cones	\$0.50
Bull horns	\$10.00

The list shows approximate prices that are subject to change if the rental agent adjusts the rental cost. All items (including ones not listed above) will be provided at a rate of cost +15% - please ask if you do not see a necessary item listed.

**In addition, *NO* fundraising is to occur at the Greenway; all fundraising should be done a head of the walk/run/car show.**

If you have any questions or would like to reserve a date for your event, please contact 509-367-6817.

7) PARK RULES:

USER agrees to abide by all park rules and regulations. The Greenway will remain open to the public during event.

8) PAYMENT:

USER shall pay to the GREENWAY the sum of \$300\* no later than **60 days prior to the activity. Reservation for walk-a-thon/car show is not confirmed until fee is paid in full.** Additions to the above fee are defined on the fee information (#6) and incorporated as part of this agreement. Any additional items requested on day of event will be invoiced following the event.

USER:\_\_\_\_\_

YAKIMA GREENWAY FOUNDATION

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Yakima Greenway Staff

DATE\_\_\_\_\_

DATE\_\_\_\_\_

PRINT NAME, ADDRESS & PHONE

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