

NORTHWEST MUSIC HALL

RENTAL POLICIES AND PROCEDURES

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A. Policy Statement

The purpose of this policy and procedure is to make the Snohomish County Music Project's (Music Project) public event spaces at the Northwest Music Hall (Music Hall) available for reasonable use and provide a process for the rentals of such space. Subject to this policy, the Music Hall will offer certain public spaces for community use events when they do not overly restrict access by the general public or interfere with the Music Hall and/or Music Project business operations.

The Music Hall retains the right to cancel any scheduled use in the event of an emergency or for other Music Hall requirements, as determined in the sole discretion of the Music Hall's CEO. In the event a scheduled use must be canceled, the Music Hall will provide the Renter with as much notice as possible and a full refund.

B. Base Fee Schedule

	Concert Hall (400)		Music Room (300)	
	Full Day	Half Day	Full Day	Half Day
Mon. – Thurs.	\$550	\$350	\$350	\$150
Friday	\$800	\$600	\$350	\$300
Saturday	\$1,000	\$600	\$500	\$300
Sunday	\$1,000	\$600	\$500	\$300

Half-day rentals are any consecutive 5 hours between 8 a.m. to midnight. Full-day rentals are between 8 a.m. to midnight (unless earlier access is approved). The minimum rental is one-half (1/2) day. Additional hours utilized beyond these reserved timeframes will be billed in hourly increments at \$75 per hour (See Attachment 3).

Facility rental rates for IRS certified 501(3)c non-profit organizations, government and/or educational entities are discounted at thirty (30) percent of the posted rates. This discount does not apply to any optional additional cost items.

Prices are subject to applicable taxes, including Washington State Sales Tax. Payments may be paid by check payable to "SCMP", money order, cash or credit card.

C. Scheduling and Reservation Procedure

To inquire about availability, or to schedule a facility tour, contact the Music Hall by phone at (425) 258-1605 or by e-mail at info@scmusicproject.org.

Reservations are required for use of the Music Hall's event space. Scheduling of Music Hall facilities shall be on a first-come, first-serve basis. Applications will be accepted up to six (6) months in advance. Submittal of an application does not guarantee availability or a reservation.

To make a reservation:

1. Contact the Music Hall representative to determine facility availability.
2. Complete a Facility Rental Application (Attachment 1).
3. Upon approval of the application, mail or deliver payment of 50% of the facility rental fee(s), payable to "SCMP" to:

Mailing Address:
 Northwest Music Hall
 P.O. Box 1006
 Everett WA 98206

Physical Address:
 Northwest Music Hall
 1402 SE Everett Mall Way
 Everett, WA 98208

4. Arrange for a Liability Insurance Policy in the amount of one million dollars (\$1,000,000), naming the Northwest Music Hall and the Everett Mall, LLC as additional insured. The insurance company and evidence of insurance must be satisfactory to the Music Hall. Special event insurance can be purchased from private insurance vendors such as www.wedsafe.com or www.privateeventinsurance.com.

Sublandlord:
 Northwest Music Hall
 P.O. Box 1006
 Everett WA 98206

Landlord:
 Everett Mall, LLC
 c/o Steadfast Commercial Management Co.
 18100 Von Karman Ave., Suite 500
 Irvine, CA 92612

NOTE: There may be some cases where the Music Hall determines that an activity or intended use of the event space is of a nature for which additional insurance is required. For government and/or educational entities that are self-insured, a letter of adequate self-insurance may be accepted at the Music Hall's discretion.

D. Completing the Reservation Process

Upon Music Hall review of the reservation materials, applicants will receive an approved copy of the Facility Rental Application, which shall represent a receipt from the Music Hall, and serve as confirmation of all agreed upon fees and proof of reservation. If the application is limited or denied by the Music Hall, written notification will be provided.

Sixty (60) calendar days before the confirmed reservation date, or earlier: Mail or deliver the balance of all facility rental and known additional cost item fees, plus applicable sales tax, the security deposit, required insurance documents, completed Day of Event Form (See Attachment 2), and a copy of the Banquet or Special Occasion Permit (if applicable).

NOTE: All fees are due in full no later than 60 calendar days prior to the reservation date. If not received within this time period, the reservation may be canceled. If an event space is reserved less than 60 calendar days prior to use, the required insurance documents, all rental fees (plus applicable sales tax) and the security deposit are due in full upon receipt of the application. The Music Hall's rescheduling, cancellation and refund policy will apply, and will be invoiced accordingly.

E. Rescheduling

If a Renter needs to reschedule a confirmed reservation, a written request must be provided to the Music Hall no less than sixty (60) calendar days prior to the confirmed reservation date to qualify for a full transfer of any paid rental fees to the rescheduled date. To qualify for a fifty (50) percent transfer of any paid rental fees, a written request must be provided to the Music Hall a minimum of thirty (30) calendar days prior to the confirmed reservation date. If less than thirty (30) calendar days' notice is given, the Renter may forfeit their rental fees, at the Music Hall's discretion. Rescheduling of a Music Hall's event space will be based on availability, and if approved, written confirmation will be provided. For any reservation rescheduling, the Renter will be assessed a \$25 processing fee (see Attachment 3), and the balance of the remaining rental fees will be due upon approval of the new reservation date.

F. Cancellations and Refunds

All cancellations and requests for refunds must be made in writing to the Northwest Music Hall, Attn: Facility Rentals, P.O. Box 1006, Everett, WA 98206. Once received, refunds generally will be issued within fourteen (14) business days. To receive a full refund of the rental fees, cancellation notification must be made in writing a minimum of sixty (60) calendar days prior to the confirmed reservation date. A fifty (50) percent refund will be provided if cancellation notification is made in writing a minimum of thirty (30) calendar days prior to the confirmed reservation date.

Rental fees shall be forfeited with less than thirty (30) calendar days' notice of cancellation, and no refunds will be made due to weather conditions. Should the Music Hall be required to cancel a reservation due to an emergency or other Music Hall requirement, a full refund will be made.

Upon the return of the event space to a neat, clean and undamaged condition, the Renter will receive a refund of their security deposit within fourteen (14) business days. If the event space is not returned to pre-event condition, the Music Hall will clean and/or repair any damage and deduct labor, material and administrative costs from the security deposit. Any remaining security deposit funds will be refunded to the Renter within fourteen (14) business days after completion of any clean up and/or repair work. If clean up or damage exceeds the amount of the security deposit, the Renter will be required to pay any additional costs within 15 days of receiving an invoice from the Music Hall.

G. Set Up

Tables and chairs may be included as part of the room rental; however, the Renter is responsible for the set up and breakdown of tables and chairs, and any other Music Hall equipment, furniture and fixtures available with the facility rental, as well as the set up and breakdown of any personal property. Table and chair set up and breakdown by Music Hall staff is available upon request for an additional fee of \$150 (See Attachment 3). Any use that requires site preparation or set up is restricted to areas that do not interfere with entries, exits, tenants or Music Hall business

operations. Music Hall equipment, furniture, fixtures or other property may not be moved without prior permission and specific direction from the Music Hall.

Based on availability and prior approval by the Music Hall, the Renter may set up the day before scheduled use for a two hour time period, during regular business hours (8 a.m. to 5 p.m.; Monday through Friday), for an additional fee of \$150. This option shall only be available for full-day rentals. The Renter coordinated liability insurance policy must cover the additional day of use. If early set up is required outside of regular business hours, additional fees may apply.

Audio-visual equipment, including its set-up and breakdown, is not supplied by the Music Hall and is the Renter's responsibility. The Music Hall does not provide audio-visual equipment support for the Renter during an event, and does not guarantee that equipment will work with Renter supplied equipment. It is strongly encouraged that the Renter schedules a time to come in and test equipment prior to scheduled use.

H. Clean Up

Use of an event space is conditioned upon the return of the premises to a neat, clean and undamaged condition at the end of the event

Clean up includes, but is not limited to:

- Removal and proper disposal of all trash, debris and litter; it is the responsibility of the Renter to arrange for, and if necessary, pay for its removal.
- Removal of all decorations, signage and personal items.
- Clean up of any spills/messes.
- Return of furnishings and equipment to pre-rental placement.
- Vacuum carpet / mop lobby tile.
- Spot clean fingerprints on windows.
- Ensure restrooms are reasonably tidy and toilet flushed.

The Renter is responsible for completing and submitting a post-event checklist (see Attachment 4) that will be provided by the Music Hall. If the premises are not returned to a neat, clean and undamaged condition after the rental, fees for any associated damage, cleaning or overage costs will be deducted from the Renters security deposit or invoiced following the event (See Attachment 3).

I. Hours of Use

Full-day: Any consecutive 12 hours between 8 a.m. to midnight.

Half-day: Any consecutive 5 hours between 8 a.m. to midnight.

Hours of use must include Renter set up, breakdown and clean up time. Renters who have reserved an event space for an all-day event must vacate the premises at or prior to its designated closing time. Renters who have reserved an event space for a half-day event must vacate the premises when the confirmed 5-hour time period is up. If use exceeds the confirmed reservation times, the overage costs will be deducted from the Renters security deposit or invoiced following the event (See Attachment 3).

J. Rental Security Deposit

A minimum security deposit of \$250 is required for all Low Impact rentals and a \$500 security deposit is required for all High Impact rentals (See Attachment 3). Any rental that includes the provision of alcohol is considered High Impact. In all cases, use impact assessments shall be made from a review of applications submitted. Failure of the applicant to fully disclose the intended use of the event space may result in immediate cancellation of facility reservation and denial of subsequent use.

The design and purpose of Music Hall event spaces are to support general public access, Music Hall business operations and facilitate community uses. It is in this spirit that the Music Hall reserves the sole right to restrict or deny use of Music Hall event spaces.

K. Public Space Use Standards

Conduct

All persons shall conduct themselves in a civil manner consistent with community standards and Music Hall policies. Individuals or groups being disruptive or causing damage will be directed to leave and/or denied subsequent use of Music Hall facilities at the Music Hall's discretion.

Tobacco, Vape and Cannabis

Smoking of any substance is prohibited in all Music Hall buildings and within 25 feet of all Music Hall building entrances. Individuals or groups that are not abiding by this policy will be directed to leave and/or denied subsequent use of Music Hall facilities at the Music Hall's discretion.

Alcohol

The opening or consuming of any alcoholic beverages is prohibited in all Music Hall event spaces, except during events where:

1. The Renter has completed and signed the Facility Rental Application, checked the section indicating alcohol will be served, and such application has been accepted and approved by the Music Hall; and
2. A Banquet Permit (or for a non-profit organization, a Special Occasion Permit) has been obtained from the Washington State Liquor Control Board; and
3. The Renter has obtained insurance including acceptable Liquor Liability Coverage in an amount and with an insurer satisfactory to the Music Hall naming the Northwest Music Hall **AND** Everett Mall, LLC as an additionally insured; and
4. The Renter has obtained a licensed bartender holding a Class 12 Mixologist Permit to serve the alcohol.

If alcohol is approved to be served in a Music Hall event space, the following policies apply:

1. Any event at which alcohol is served requires an additional fee of \$50 per hour to be charged to the Renter. For example, an event lasting five hours will be charged an extra \$250 (250 = \$50 *5 hours). This fee is in addition to the base fee for the rental.

2. A copy of the Banquet or Special Occasion Permit must be provided to the Music Hall sixty (60) calendar days prior to the reservation date, or at time of booking if less than sixty (60) calendar days.
3. The original Banquet or Special Occasion Permit must be posted in the facility on the day of the event. Rules of the Banquet or Special Occasion Permit must be adhered to.
4. Alcohol may only be served in accordance with all Washington State Liquor Control Board laws. Any violation of applicable laws or this policy will result in the immediate closure of the event and forfeiture of the entire deposit.
5. All guests are required to be able to provide a valid ID to be served. No one under the age of 21 will be served alcohol. Any guest providing alcohol to a minor (under the age 21) will be required to leave the grounds immediately.
6. The maximum length of any bar service for any event is 5 hours with all bar service ceasing 30 minutes prior to the scheduled conclusion of an event. Alcohol may only be served and consumed during hours listed on the rental agreement.
7. Alcoholic beverages are allowed in the rental rooms only. Alcohol may not be consumed in restrooms, unrented spaces of the Music Hall facility, or outside of the building.
8. Depending on the type of event, security may also be required at the expense of the Renter.
9. Any consumption of alcohol during an event without it being listed in the rental agreement will result in the forfeiture of deposit and possible early closure of the event.
10. Any alcohol-related problems or disturbances, which are not satisfactorily resolved, may cause the immediate forfeiture of the entire deposit and possible early closure of the event.

L. Food and Catering

Renters will be charged \$50 for bringing in commercially prepared foods or for catered events.

Event with Commercially Prepared Food:

Renter brings commercially prepared food, sets up, cleans up, and removes garbage after the event. A caterer drops off food for an event. Renter sets up, cleans up, and removes garbage after the event.

Event Staffed by Caterer:

Catering company delivers, sets up, stays, serves, cleans up, and removes garbage after the event. The scope and cost of services provided to a Renter by their caterer is solely between the Renter and the caterer, and the Music Hall is not responsible for fulfillment of the catering agreement.

No homemade, family-style, potluck food and/or beverages are permitted. All food and beverages must be provided by a licensed caterer or otherwise approved by Music Hall staff. The Music Hall has no cooking facilities, and all food must be prepared off-site.

The Music Hall does not provide china/dishware, flatware, table service settings, food heating or cooling, or dishwashing services. The Renter is responsible for setup, staffing, cleaning up, and for obtaining appropriate licenses and permits associated with the event. A fee will be assessed for any cleaning or damages resulting beyond normal janitorial cleanup.

NOTE: Renters are responsible for ensuring their caterer follows all guidelines as written in this document. Failure of Renter and/or caterer to comply with any of the guidelines may result in cancellation of reservation and/or denial of subsequent use of Music Hall event spaces.

M. Decorations

The Music Hall does not allow glitter, confetti, rice, birdseed or flower petals; however, the Music Hall allows flowers if contained in a vase. No tacks, nails, staples or tape are to be used on the walls. Museum putty is allowed. Only battery operated candles will be permitted.

N. Music

Music is permitted as long as it does not interfere with Music Hall business operations or tenants and, if applicable, is appropriately licensed. A house system may be available on a fee basis; inquire within.

O. Firearms and Fireworks

To the extent authorized by law, the possession of firearms in or upon any Music Hall public space is prohibited, except those in the possession of authorized law enforcement personnel. Whether permitted by State law or not, the possession or discharge of any fireworks are prohibited in or upon all Music Hall areas.

P. Safety and Security

Persons who rent and use Music Hall event spaces do so at their own risk and agree to defend, indemnify and hold the Music Hall of Everett harmless as to any claims, causes of action, damages, fees, including reasonable attorney fees or suits arising out of such use; provided that Renters are not required to hold the Music Hall harmless from claims, damages, etc., caused by the Music Hall's sole negligence.

Event attendees shall be responsible for the security of their personal items while visiting or using any Music Hall facility. The Music Hall is not responsible for the damage, loss or theft of personal items, and does not provide security for Renters of event spaces.

The Music Hall may require some individuals or groups, depending on the type of activity or use, to arrange for event security. Security arrangements must be acceptable to the Music Hall. Costs incurred to acquire security personnel shall be the responsibility of the Renter.

Q. Signs

It is prohibited to place any sign or advertisement on or in any Music Hall or anywhere throughout the Everett Mall public space without prior written permission of the Music Hall and/or the Everett Mall.

R. Restricted Access

It is prohibited for any person except a duly authorized Music Hall employee in the performance of his or her duties, or other person authorized by law, to enter or go upon any area which has been designated and posted as a “no admittance” or “closed to use” or “no trespassing” area, etc.

S. Parking

Everyone must observe and adhere to the Everett Mall’s parking regulations. Parking spaces at the Everett Mall and the Music Hall facilities are for the use of the general public and/or facility patrons during open facility hours. Overnight and residential parking is prohibited, except by prior written permission of the Everett Mall. Camping on Everett Mall property is prohibited. Reserving Music Hall facilities for high-impact use, with large numbers of people attending, may require a special parking agreement with the Music Hall.

T. Pets and Animals

With the exception of certified service animals, animals are not allowed in Music Hall buildings, except by written permission of the Music Hall. All pets and animals, where and when allowed on Music Hall property, must be under control by the means of a leash or restraint. Owners are responsible for cleaning up after their animals.

Thank you for contributing to the community effort to preserve the natural beauty and resources of the Northwest Music Hall’ public spaces and facilities.



Attachment 1

Event ID:
Date Received:
Staff Initials:
SCMP OFFICE USE ONLY

Facility Rental Application

Northwest Music Hall, ATTN: Facility Rentals, P.O. Box 1006, Everett, WA 98206

Phone: 425.25.1605 Email: info@scmusicproject.org

FACILITY USE / ACTIVITY INFORMATION			
ROOM(S) REQUESTED:	<input type="checkbox"/> Concert Hall	<input type="checkbox"/> Music Room	
DATE(S) REQUESTED:			
TIME REQUESTED: <i>(include set up & break down)</i>	FROM:	TO:	
EVENT START / END TIME:	FROM:	TO:	
IS EVENT OPEN TO THE PUBLIC? <input type="checkbox"/> YES <input type="checkbox"/> NO	ESTIMATED # OF GUESTS:		
EVENT TITLE: <i>(for online calendar)</i>			
DESCRIPTION OF EVENT / ACTIVITY: <i>(additional requests can be described on page 2)</i>			
WILL FOOD BE SERVED? <input type="checkbox"/> YES <input type="checkbox"/> NO	NAME OF CATERER:		
WILL ALCOHOL BE SERVED? <input type="checkbox"/> YES <input type="checkbox"/> NO	TIMES OF SERVICE:	FROM:	TO:
WILL YOU NEED ACCESS TO SET UP THE DAY BEFORE THE EVENT? <i>(2-hrs. based on availability)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO			
WILL YOU NEED SET UP / BREAK DOWN OR CLEAN UP BY MUSIC HALL STAFF? <input type="checkbox"/> YES <input type="checkbox"/> NO			
APPLICANT INFORMATION			
APPLICANT ORGANIZATION / NAME:	ARE YOU A NON-PROFIT? <input type="checkbox"/> YES <input type="checkbox"/> NO		
CONTACT PERSON:	PHONE (CELL):		
MAILING ADDRESS:			
EMAIL:			
<p>I am a duly authorized agent of the applicant. As part consideration for the permission to use the above described Snohomish County Music Hall facility; the applicant and I agree to comply with all Rental Policies and Procedures as set by the Snohomish County Music Hall. Further, to the extent permitted by law, the applicant and I do hereby agree to release, indemnify and forever hold harmless the Northwest Music Hall, its commissioners, directors, officers, employees, and representatives from all liability, claims, losses, damages, or expenses (including expense of litigation) resulting from any actual or alleged injury to or death of any person or from any actual or alleged loss or damage to any property caused by or in any respect resulting from the applicants admittance or activities at the facilities described above. The applicant and I do hereby agree to limit said activities to the specified facilities and will return the premises in a neat, clean and undamaged condition and further agree to reimburse the Snohomish County Music Hall for any damage arising from the applicant's use of said facilities. The applicant and I agree to abide by all lawful rules, codes, laws and regulations in connection with its use of the said premises. The applicant and I agree that during the use of the Snohomish County Music Hall's facilities described above, we will not exclude anyone in the participation in, deny anyone the benefit of or otherwise subject anyone to discrimination because of the person's race, color, national origin, sex, religion, age or handicap. I have read and understand the foregoing.</p>			
APPLICANT / AGENT SIGNATURE:	DATE:		
SCMP OFFICE USE ONLY			
USE TYPE: <input type="checkbox"/> PRIVATE <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> RECITAL	ACTIVITY: <input type="checkbox"/> LOW IMPACT <input type="checkbox"/> HIGH IMPACT		
RENTAL FEES:	SECUTIY DEPOSIT:		
EQUIPMENT:	MAINTENANCE:	ADD'L HOURS:	OTHER:



Attachment 1

Facility Rental Application

Northwest Music Hall, ATTN: Facility Rentals, P.O. Box 1006, Everett, WA 98206

Phone: 425.25.1605 Email: info@scmusicproject.org

FACILITY USE / ACTIVITY INFORMATION

APPLICANT/ORGANIZATION NAME:

DATE(S) REQUESTED:

SPECIAL REQUESTS:



Day of Event Form

**Please fill out this information and return it to the Northwest Music Hall
NO LESS THAN SIXTY (60) CALENDAR DAYS PRIOT TO THE EVENT.**

Name of Organization: _____

Reserved Room: _____ Event Date: _____

Type of Event: _____

Event Start Time: _____ Event End Time: _____

Opening Contact & Phone: _____

Closing Contact & Phone: _____

- I will meet a Music Hall representative (listed below) at _____ for the facility to be opened.
- I anticipate having the facility properly cleaned and vacated by _____ Alcohol service must end one half hour before the event end time.
- Please do not leave the building unattended. If you are done prior to your scheduled end time, call the Music Hall Facility Coordinator (listed below) to lock the facility prior to your departure.
- Make sure set up and breakdown times are included in open and close times.
- Arriving late for your opening time or leaving later than your closing time may result in an additional labor fee.

Renter Name (please print): _____

Renter Signature: _____ Date: _____

Day of event contact information:

Music Hall Facility Coordinator – 425-258-1605

During regular business hours: Monday - Friday; 8 a.m. – 5 p.m. (with the exception of national holidays)

Everett Mall Security – 425-355-6618

Outside of regular business hours: Monday - Friday; 5:01 p.m. – 7:59 a.m.; Saturday - Sunday; 24hrs/day

Please have proof of reservation available during your event, as you may be asked to present it at any time



Northwest Music Hall Facility Rental Rates

	Concert Hall (400)		Music Room (300)	
	Full Day	Half Day	Full Day	Half Day
Mon. – Thurs.	\$550	\$350	\$350	\$150
Friday	\$800	\$600	\$350	\$300
Saturday	\$1,000	\$600	\$500	\$300
Sunday	\$1,000	\$600	\$500	\$300

Full Day = 5-12 hours

Half Day = up to 5 hours

Time must include all Renter set up and break down.

Rental Security Deposit: \$250.00 (Low Impact) \$500.00 (High Impact)

Additional Cost Items

- Renter set up day before event (2-hrs. based on availability, full-day rentals only): \$150
- Room set up and break down by Music Hall staff (tables/chairs only): \$150
- Alcohol Service: \$50 per hour
- Food and Catering: \$50
- Room clean up only by Music Hall staff: \$150
- Room repair: cost varies
- Overage hours utilized beyond reserved timeframes: \$75 per hour
- Rescheduling event processing fee: \$50
- Audio Visual (inquire within)
- Additional items may be available at cost

Community Rate Discount:

IRS certified 501(c)(3) non-profit organizations and government entities may be eligible for a community rate discount of 30% off of facility rental fees. This does not apply to *optional* additional cost items.

Please call 425.258.1605 or email info@scmusicproject.org for additional information, or to schedule a tour (by appointment only).



Northwest Music Hall Post-Event Checklist

Event Name: _____

Event Date & Time: _____

Event Coordinator: _____

Daytime Phone: _____ Evening Phone: _____

Email: _____

Use of an event space is conditioned upon the return of the premises to a neat, clean and undamaged condition at the end of the event. Failure to comply with the Rental Policies and Procedures will result in a revocation of future use privileges. Additional fees may apply to cover any damage or heavy cleaning that is needed.

Post-Event Checklist *(please initial)*:

1. _____ Tables and chairs returned to original location
2. _____ All equipment and cleaning supplies, etc. used returned to proper location
3. _____ Floors cleaned (vacuumed/mopped where needed)
4. _____ Removal and proper disposal of all unused food, trash, debris and litter
5. _____ Removal of all decorations, signage and personal items
6. _____ Clean up of any spills/messes
7. _____ Spot clean fingerprints on windows.
8. _____ Ensure restrooms are reasonably tidy and toilet flushed

Feedback:

Was your event at success? _____

Did you experience any conflicts or other issues with the building during your event? _____

Other comments: _____

Signature of person completing this form: _____ Date: _____

Signature of Facility Coordinator: _____ Date: _____

Building checked and signed off by: _____ Date: _____