

Leavenworth Festhalle Facilities Policy



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General Policy Statement

This policy document is intended to: provide for policies where none exist; to clarify and combine existing policies where possible; to establish a user fee schedule; and to establish a basis for fair and equitable decisions.

The purpose of the Leavenworth Festhalle is:

- ❖ To encourage both separate and intergenerational activities involving youths, adults and seniors;
- ❖ To provide a multi-purpose center for residents of Leavenworth; Chelan County and neighboring communities;
- ❖ To create and maintain a friendly “Community” environment for Leavenworth residents;
- ❖ To provide opportunities for the public to use space for community events and private functions, including, but not limited to, business conventions, community concerts, festivals, special events, performing visual arts, fund-raising, weddings, or family reunions;
- ❖ To generate revenues, through user fees, that offset building operating expenses and provide for other services that are authorized by the City.
- ❖ To create a venue for activities that will encourage and promote the economic future of Leavenworth.

Definitions

1. **Applicant** refers to individuals or groups reserving a facility and completing and signing an application for use.
2. **Application** refers to the Festhalle form titled “Facility Use Application.”
3. **Booking Portion** refers to the \$500 down payment on the Security/Damage/Cleaning Deposit which is due at time of reservation request in order to secure dates on the calendar.
4. **Building** refers to the Leavenworth Festhalle.
5. **Manager** refers to the Festhalle Events Manager or designee.
6. **Non-profit organization** means any group chartered, organized, and acting as a Washington State non-profit organization 501c3 or equivalent.
7. **Private Use** refers to organizations or individuals requesting use of the building for activities that the general public is not invited to attend. This includes, but is not limited to, use by private parties, governments other than the City of Leavenworth, political parties, unions, religious groups, military, etc.
8. **Leavenworth Area** shall be defined as: within the Cascade School district boundaries.

9. **Leavenworth Community Group** is any organization based in the City of Leavenworth whose primary purpose is to provide support and service to the community, free of charge, and is open in membership to all Leavenworth residents; has an adult Leavenworth resident as a board member; and the majority of the membership is based in the Leavenworth area.
10. **User** will include any group, organization, or individuals who reserve and use space in the Feshhalle. In the case of private use, the term “user” shall refer to the individual(s) signing rental or use agreements. Users are defined as follows:
 - 10.1 Private, Ticketed Public, and Non- Profit.

An Event is:

- A. **Ticketed Public Event:** Any Event open to the general public as evidenced by general advertising or signage and where attendees are able to purchase tickets in advance or on the day of the event.
- B. **Private Event:** Any Event open to invited attendees only, and not open or advertised to the general public.
- C. **Non-Profit Free, “By Donation” or Advance-Ticketed Event:** Any Event that is open to the general public at no cost, “by donation,” or via ticket purchases in-advance only, but where the general public is not able to purchase tickets on the day of the event and where User is a non-profit organization or Leavenworth Community Group.

Facility Use Policies

1. Use of illegal drugs, smoking, or any other illegal activity is not permitted in the building. No weapons of any kind are permitted with the exception of on duty law enforcement officers.
2. Alcoholic beverages will be permitted in the building only when an organization, group, or individual has reserved an available space for a private or public function and the reserving party has secured the appropriate permit issued by the Washington State Liquor & Cannabis Board. The permit, or a true copy thereof, shall be furnished to the Manager or designee at least ten (10) days prior to the event.
3. Alcoholic beverages may only be consumed inside the building. Alcohol is prohibited in the parking lots and other outside areas, unless expressly authorized in the Facility Use Application.

User / Applicant Responsibilities

1. User/applicant is responsible for any and all damage to facilities or grounds. If damage occurs, the Manager will obtain an estimate for repairs, and bill the group or individual applicant the amount of the estimate. Up to a 15 percent (15%) administrative charge may be assessed in addition to the cost of repairs.
2. User shall comply with facility policies and procedures, City codes, and ordinances.

3. User shall agree to provide proof of insurance.
4. User is responsible for (1) supervision and control of group or individuals to prevent injury and ensure safety, before, during, and after use of building, (2) Payment of fees and charges, and (3) damage to equipment, property, or grounds which occur as a result of their scheduled activity.
5. User groups and individuals will be responsible to provide materials, supplies, and decorations, to be used in conjunction with the use of the facility. The City or Festhalle management is not responsible to store articles or supplies. The City or Festhalle management is not responsible for loss or theft of articles left in the building.
6. User groups and individuals will be responsible for set-up, break-down, and general cleanup of the space. Removal and disposal of garbage, decorations, and miscellaneous materials must be completed at the conclusion of an event.
7. The person completing the Facility Use Application must be at least 21 years of age and must be present during the event. The person signing the Facility Use Application and Rental Agreement will be considered the responsible party in case of damage, theft, or disturbances during the rental event. Said party must provide written proof of authority for the person signing the contract.

Security / Damage / Cleaning Deposit

1. All events will pay a **Security / Damage / Cleaning Deposit**. A minimum deposit will be \$1,250 for all events; large events exceeding 500 attendees require a Security/Damage/Cleaning Deposit of \$1,750; \$500 of the deposit is required at the time of booking in order to secure and reserve a date and have it listed on the Festhalle calendar of events. This portion of the deposit is the “booking portion” of the deposit. The deposit will be refunded at the discretion of the Festhalle Manager. Any damages other than normal wear and tear will be charged to contract sponsor and may include repair and loss of use costs. Failure to return building keys will result in an additional \$250 fee.
2. Facility must be returned in the same condition as it was at the start of the Rental Period. Cleaning expectations include trash taken out, all floors swept, kitchen cleaned and any spills or messes mopped up. User must supply their own garbage bags, cleaning chemicals or other supplies. User may work with Festhalle management to hire Festhalle staff to assist with or perform these expectations in their stead. Such arrangements must be made in advance and included in Rental Agreement. Cleanup guidelines will be attached to the Festhalle Facilities Policy (**Exhibit B**) and will be posted inside the kitchen area. Any costs for cleanup, aside from sanitizing and restocking the restrooms, will be deducted from the Deposit.

Janitorial Services

1. Janitorial /Cleaning Services and/or set-up help will be provided upon request as needed during events at an additional cost as set forth in the “Rental Agreement.”

2. In order to maintain Festhalle standards, users holding an event open to the public may be required to pay for janitorial services depending on the duration of the event, and at the manager's discretion.

Scheduling / Application Procedures

1. Scheduling for the Festhalle will be done through the Festhalle Manager, and a signed Facility Use Application and "booking portion" of the deposit will be required in order to confirm a reservation.
2. Reservations will be accepted on a first-come, first-served written application basis only. Telephone inquiries are welcome. Festhalle (509) 548-6789. The Festhalle manager has the discretion of holding dates for Ticketed Public Events which are scheduled annually (see Number 4 below).
3. Reservations may be made for a maximum of one year prior to the desired date. All applicants/users are subject to review after each event. Exceptions to this may be made at the discretion of Festhalle Management.
4. Ticketed Public Events have 30 days following the event to submit an Application and Deposit for reservation of the same timeframe the following year prior to the dates being released to the general public for reservation.
5. The Festhalle is available on a year-round basis.
6. Facility Use Applications are available from the Festhalle as well as on the Festhalle Website at <http://www.leavenworthfesthalle.com/downloads-forms/>.
7. Rental hours are consecutive and must include time for delivery of supplies, set up, take down and clean up.
8. All Facility Use Applications and Rental Agreements must be completed and signed by an adult, at least 21 years of age, who will be present during the event.
9. An Application form must be completed and all application requirements must be met.
10. The Festhalle Manager must approve all applications.

Cancellations

1. Cancellation of the "Festhalle Rental Agreement" will result in the loss of the "booking portion" of the Deposit. Cancellation within 180 days of the event will also result in a cancellation fee equal to 50% of any and all "Use Fees."

Failure to pay the cancellation fee will result in loss of booking rights.

Set Up / Clean Up / Tear Down

1. Private ticketed events performing their own set up and tear down are responsible for the following:

- A. All items brought into the building by the applicant are to be removed by the end of the rental period. The applicant is to remove food, materials, equipment, furnishings, decorations, and refuse left after use of the Festhalle. Please leave the facility in the same condition you found it.
- B. Cleaning expectations include trash taken out, all floors swept, kitchen cleaned and any spills or messes mopped up. User must supply their own garbage bags, cleaning chemicals or other supplies. User may work with Festhalle management to hire Festhalle staff to assist with or perform these expectations in their stead. Such arrangements must be made in advance and included in Rental Agreement.
- C. Refuse in excess of 1.5 yards capacity per day will incur additional charges paid for by the user at the City's current garbage rate.
- D. It is the responsibility of the applicant to set up and move furnishings as desired. Please move all furnishings back to their original position before leaving the facility.

Denial / Appeal

1. Applications may be denied or canceled if the requirements are not satisfied by the applicant, or in the Festhalle Manager's judgment, time, scheduling, capacity, or other factors conflict with operation of the Festhalle.

Payment

1. A \$500 "booking portion" of the Deposit is required at the time of application and must be paid in full in order to confirm reservation. The Deposit will apply to all building facilities, furnishings, grounds, equipment, and keys to the building. Security / Damage / Cleaning Deposits will be refunded in full if inspection of the premises for damage/cleaning is satisfactory and building keys are returned in a timely fashion. All deposits will be itemized on the Rental Agreement.
2. A non-refundable reservation fee (50% of the total rental fee) must be paid within 180 days of use. This fee will be applied toward the rental cost or cancellation fee.
3. Balance of rental fee, including Janitorial, Security Personnel, and other miscellaneous deposits and fees, if applicable, are due 14 days prior to first contract use date.
4. When reserving the Festhalle within six months of event, a non-refundable reservation fee (50% of the total rental fee) must be paid in full at the time of booking in order to confirm reservation.
5. To ensure the return of your full deposit, please make sure you have the Festhalle Manager check the facility. If there is no damage or clean-up required, the full deposit will be refunded.

Rental Hours

Facility Access for full day rental is **8:00 AM to 12:00 midnight**. All events, unless given an exemption in writing, must end no later than 11:00 PM to ensure User has adequate time to vacate premises before midnight. Failure to vacate premises and return keys to staff by midnight may result in forfeiture of Deposit.

General Rules

1. Throwing of rice, birdseed, confetti, or any other materials inside or outside of the building is not permitted.
2. Decorations may only be attached to walls, windows, or ceilings with masking tape or similar non-marring material. (No pins, nails, or tacks).
3. Any uses of Open Flames (candles, tiki torches, etc.) are not permitted.
4. Use of illegal drugs, smoking, or any other illegal activity is not permitted in this facility. Weapons of any kind are not permitted with the exception of on duty law enforcement officers.
5. Only those areas specified in the Facility Use Application will be available for use by the applicant.
6. Users are not permitted to tamper with Festhalle marketing materials.
7. The Manager or designee will be available prior to the event to do the following:
 - 7.1 Demonstrate and monitor the use of appliances, sound system, lighting, and fire alarm system.
 - 7.2 Answer questions regarding the use of equipment.
 - 7.3 Schedule a walk-through with the representative before and after the event to answer questions and to evaluate the condition of the building.
8. All minors on the premises must have adequate adult supervision.
9. The City of Leavenworth will not be responsible for accident, injury, or loss of property. The Facility Use Application contains an indemnification clause requiring all groups to indemnify the City of Leavenworth from liability relating to events held in the Festhalle.
10. The misuse of the Festhalle or the failure to comply with these regulations will be sufficient reason for denial of further applications.

Use of Alcoholic Beverages at Your Event

Alcoholic beverages are allowed inside the Festhalle and on the patio only, as long as the following requirements are met:

1. A Washington State Special Occasion License or Banquet Permit must be obtained and displayed in the room during the event. A copy of the permit or license must accompany your rental payment. Application forms are available at www.lcb.wa.gov.
2. A Banquet Permit is needed for all private functions where liquor is served. Banquet Permits are needed for business or social organization functions where alcohol is served at no charge and/or brought in by its members. These functions cannot be open to the general public. No alcohol may be sold under a Banquet Permit.
3. Non-profit groups planning to sell alcohol for a profit must obtain a Special Occasion Liquor License.

Food Beverage Service

1. All food and beverage sales and/or catering service are subject to approval by management. Beer, wine, and liquor sales are subject to regulation by the Washington State Liquor & Cannabis Board. Security Personnel are required for any event serving alcohol.

Parking

1. Event participants must park in legally designated parking areas only. The City or Festhalle management is not responsible for loss, theft of, or damage to vehicles; or loss or theft of articles left in vehicles. Event participants may be subject to parking infraction and/or towing for non-payment of parking fees.

Loading and Delivery

1. Deliveries and pickups, if any, must be scheduled during your rental hours. Use main building entrances for loading and unloading unless otherwise approved. Do not block building entrances. Facility staff is not authorized to sign for your deliveries. Due to space and security concerns, items cannot be stored prior to or following your event.

Event Staffing

1. Festhalle staff is required for all Public Events serving alcohol. Other events may be required to have facility staffing at the discretion of the Manager and the City of Leavenworth. At least one facility staff member must be present per 500 attendees when alcohol sales are accompanied by a full meal service. Other events serving primarily alcohol (exceeding food sales) will maintain a ratio of one staff member per 250 attendees with a minimum of 2 staff members.
2. Please contact the Manager to arrange for Event Staffing. Staffing arrangements must be made at least (10) days prior to the scheduled event. Event staffing must be in place prior to alcohol service and must remain on site for at least 30 minutes after alcohol service ends.

3. For public events which serve or sell alcohol to the general public, security officers will be required to remain an additional two (2) hours following the event and patrol areas outside the Festhalle and in the surrounding commercial areas.
4. The Manager can require additional security personnel and Manager must approve all security arrangements.

Event Insurance

1. General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Leavenworth shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate. The User shall provide a copy of the Certificate of Insurance along with the amendatory endorsements including the additional insured endorsement.
2. **Alcohol available for consumption, whether sold or not:** The User shall procure and maintain for the duration of the Agreement Liquor Liability insurance in the amount of not less than \$1,000,000 per occurrence if the User is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. The City of Leavenworth is to be named as an additional insured on the Liquor Liability insurance. If the User is hiring another party to sell and/or serve the alcohol such as a caterer, bartender, winery or brewery, the User should require this party to have Liquor Liability insurance with limits of not less than \$1,000,000 per occurrence, listing the City of Leavenworth as an additional insured. If the User is not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages, but will be providing alcohol at the event, then the User's Commercial General Liability, Business or Homeowner Liability policy provides host liquor liability coverage, which provides liability coverage when alcohol is not being provided or served by a professional.

Commercial Business License Requirements

A City of Leavenworth Business License is required for all commercial public trade shows selling to the general public. The License must be obtained through the Leavenworth City Hall business office by calling (509) 548-5275.

A copy of the Leavenworth City Business License must be provided to the Manager prior to Festhalle use.

Prohibition on Discrimination

The Leavenworth Festhalle is owned by the City of Leavenworth. Depending upon the use made of the Festhalle, its use may be as a place of public accommodation. Discriminatory practices on the basis of protected class are illegal and prohibited in a place of public accommodation. Protected classes include Race/Color, National Origin, Creed, Sex/Pregnancy, Sexual Orientation/Gender Identity, Veteran/Military Status, the Presence of any sensory, mental, or physical actual Disability or perceived Disability, Use of a Service Animal, HIV or Hepatitis C, or Breastfeeding.

EXHIBIT A

Festhalle Equipment Rental Rates	
Folding Chairs	\$1.00 per event up to three consecutive days
60" Round Table	\$6.50 per day
72" Round Table	\$6.50 per day
96" Rectangle Table	\$6.50 per day
32" Cocktail Table	\$6.50 per day
Audio/Video Package	\$150 per day: Includes Screen, Projector and Audio
Wi-Fi	No Charge

EXHIBIT B

Festhalle General & Kitchen Cleanup Guidelines

1. All items brought into the building by the User are to be removed by the end of the rental period. This includes food, materials, equipment, furnishings, decorations, and refuse.
2. User is responsible for supplying their own cleaning equipment, trash bags, soaps, and cleaning supplies.
3. All equipment must be returned to its original position. This includes tables, chairs, and any other equipment.
4. Remove all decorations and enhancements including string, tape, wire, strips, etc.
5. All boxes must be broken down flat and placed at rear (east) back door. All other refuse must be bagged and also placed near rear back door.
6. Please ensure that all surfaces, including floors, are left spotless when you leave. Mops and buckets are available for use.
7. Please let us know immediately if there is a problem with any aspect of the facility, appliances, or sanitation. This includes kitchen equipment, refrigeration, sinks, ovens, plumbing, bathrooms, garbage collection, electrical, etc.

Use the following checklist as a guide for serving kitchen clean-up:

- Appliances clean inside and out**
- Wipe down all surfaces**
- Wipe down sink area**
- Sweep floor**
- Remove all refuse from area**
- Return all equipment to its original position**