

**WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 5
FACILITY PUBLIC USE POLICY**

The District is requested from time to time to permit organizations, groups and individuals to use 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 vehicles and equipment, to provide a work place for Fire District personnel, to provide a site for the training of Fire District personnel and to provide recreational facilities for Fire District personnel. The District will not permit the use of the station facilities by any individual or 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 the 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 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 station 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 at least (14) days prior to the date of the intended use. The application must be submitted on a form approved by the District.
3. Upon approval of the application the application shall constitute a Rental Agreement with the District.
4. The applicant must provide proof of insurance coverage or financial responsibility for all activities to be conducted at the station when so requested by the District.
5. Use of District facilities shall not include access to restricted areas such as offices, nor shall the use include use of any equipment, apparatus or supplies of the District.
6. No political activities shall be conducted in the station facilities.
7. The station may not be used for private business or profit making activities.

8. The applicant shall provide the District with the name, phone number and address of the individual who will be in charge of the function or activity and responsible for the closing of the station at the completion of the activity.
9. The applicant must agree to surrender the premises in a neat and clean condition at the completion of the activity. The applicant must also post a clean-up deposit with the District if requested by the District.
10. 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. The applicant agrees to post a damage deposit with the District if requested by the District.
11. 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.
12. 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.
13. The use of the station shall not violate applicable state laws or county ordinances.
14. No activity shall be conducted in the station that would adversely affect the insurance coverage on the building or increase the insurance premium.
15. Use of alcohol or tobacco on District premises is strictly prohibited and any such use shall result in the immediate removal of the user from the premises.
16. Rental fee. The applicant must pay to the District, prior to the scheduled date of the event or activity, the applicable rental fee set forth below:

16.1. Community non-profit organizations	<u>\$25.00</u>
16.2. Other organization	<u>\$25.00</u>
16.3. Private entity or party	<u>\$25.00</u>
17. The District Volunteer Fire Fighter Association is an organization of the fire fighters who are enrolled with and provide volunteer services to the District. The Association serves the District by assisting in the solicitation and maintenance of fire fighters for the District, by providing incentives to fire fighters, by providing social activities for fire fighters and by providing fund raising activities to support the District and to provide benefits for fire victims within the District. While the Association is not an official division of the District, its purpose is to provide support to the District. Subject to the conditions contained in this policy, it is in the best interest of the District that the Association be permitted to use the District station facility for its meetings and activities at no cost to the Association. The Association provides sufficient funds and benefits to the District to compensate for its use of District facilities.

**WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 5
APPLICATION FOR USE OF DISTRICT FACILITIES**

The undersigned requests that it be permitted to use the Point Roberts Fire Department's training facility located at 2030 Benson Road in Point Roberts Washington, for the purpose of conducting educational or informational classes and/or meetings from _____ to _____ on _____.

The undersigned acknowledges that it has received and read a copy of the District's Facility Public Use Policy and agrees to be bound by the terms and conditions contained in the Policy. A copy of the Policy is attached to this application.

The undersigned agrees to hold the District harmless from all damages of every kind and nature, including costs and attorney fees incurred by the District, that may be claimed or accrue by reason of any accident in or on the premises resulting from the undersigned's use or occupation of the premises or caused by the acts or negligence of the undersigned or any agent or invitee of the undersigned.

Name of Applicant _____
Address of Applicant _____
Telephone No. of Applicant _____
Name of Responsible Official _____
Phone No. of Responsible Official _____
Position Held _____

Dated: _____

Applicant Signature

Applicant Printed Name



District Use Only

Insurance Coverage Required	Yes ()	No ()	Amount \$ _____
Damage Deposit Required	Yes ()	No ()	Amount \$ _____
Rental Fee Required	Yes ()	No ()	Amount \$ _____