

## Hangar Building Facility Use Policy July 24, 2017

The Town Square and the Hangar community building are intended for the use and enjoyment of Kenmore residents and visitors. This facility belongs to the taxpayers of Kenmore and is intended to provide a location free of charge for them gather, entertain, meet, eat, drink, connect, and just hang out.

Intended uses for the Hangar include but are not limited to the following:

- Meeting up with friends or just hanging out
- Book club meetings
- Recitals
- Lectures
- Musical performances
- Club meetings
- Meeting with clients
- After-school programs
- Classes

The 4,600 square-foot Hangar includes approximately 1,200 square feet in the southeast portion of building for a retail tenant. The current tenant provides coffee products and other drinks, baked goods, and other food offerings.

The Hangar is a gathering place for the public to use free of charge. The Hangar contains a two-sided fireplace, comfortable furniture and table space, free wi-fi, plugins, a sound system, projector and TV, and a large airplane hangar-style door that can remain open on warm summer days. As shown in the attached floor plan, there are two spaces in the Hangar that people can reserve at no cost ("Applicant"). When these spaces are not reserved, they will be available for anyone to use informally for hanging out or meeting friends or a client. These two spaces are:

- The "Beaver" room (the small conference-like room on the east side of the "Otter" gathering area).
- The "Otter" gathering area (the larger, more open space adjacent to the large Hangar door and between the fireplace and the north wall of the building).

### **Policy Compliance & No Discrimination**

All who occupy, use, or reserve the Hangar and its public spaces agree to abide by the policies herein. All users of the Hangar and its premises will abide by local, State, and Federal laws. The City of Kenmore believes in the dignity, equality, and constitutional and civil rights of all people, and will not tolerate discrimination, harassment or any behavior that creates fear, isolation, or intimidation.

## **Utmost Care**

All users of the Hangar's public spaces agree to exercise the utmost care in the use of the premises and property, and comply with this facility use policy document.

## **Availability**

The Otter and Beaver will be available for public use and reservations during the retail tenant's business hours. The City may allocate certain hours for open public use and designate certain hours not available for reservations. The City may also allow certain events outside of tenant's business hours at the City Manager's discretion.

## **Public Space and Respect for the Retail Use**

All users of the Hangar acknowledge that the public is free to come and go throughout the building. The Hangar includes a retail tenant ("Tenant"), and this Tenant may provide seating for the sole use of its customers. The Tenant's customers may also use other portions of the Hangar, except as described in the following paragraph. During the Tenant's business hours, the Tenant's patrons and the public will be free to enter and exit through all doors of the Hangar, provided that the Volunteer & Events Supervisor may make exceptions with the concurrence of the Tenant and in compliance with building and fire codes.

When using the Otter for an event, the Applicant shall acknowledge that the public may attend the event and freely enter and exit through all of the exterior doors of the building.

City-sponsored events have priority in the Hangar, and the City Manager or his/her Designee reserves the right to cancel any prior reservations or use of the Hangar and/or to suspend any portion of this facility use policy.

## **Reserving the Spaces in the Hangar**

Reservations for the two spaces in the Hangar may be made using City's online reservation system, except as noted below. All Applicants that reserve space in the Hangar must read and acknowledge that they understand and accept all procedures and regulations in the City of Kenmore's Hangar Building Facility Use Policies.

Group meetings of ten (10) or more people must have a reservation to use the Hangar and premises. Reservations for meetings or events that anticipate attendance of less than 30 people should be made at least three working days in advance. For example, a reservation for 2 pm on a Monday should be booked by 2 pm on Wednesday.

Reservations for meetings or events that expect attendance of 30 or more people will require 35 days' advance notice to the City. The purpose of this advance notice is to allow the Tenant enough time to staff and prepare for the event.

When the Otter is reserved, the Beaver will also be reserved for that same event and user, due to their proximity. The Beaver may be reserved without reserving the Otter. On a case-by-case basis and depending on circumstances, the Volunteer and Events Supervisor may approve

separate simultaneous reservations of both spaces with the concurrence of both parties.

The City encourages maximum public use of the facility. Except for City sponsored events, individuals or groups may not monopolize any space within the Hangar, with or without reservations. Individuals or groups that reserve space multiple dates at a consistent day and time require approval by the City Manager or designee, at their sole discretion. Reservations may be made no sooner than six months in advance. City sponsored events and meetings or organizations providing services in partnership with the City may reserve the space outside of the reservation windows and for durations as determined by the City.

Typical room reservations will be in one hour increments up to a maximum reservation of three hours. If a group wishes to reserve either space for more than three consecutive hours, approval is required from the City's Volunteer & Events Supervisor at least three working days in advance.

### **Age of Persons Reserving the Spaces**

Any Applicant seeking to reserve either space must be 18 years or older and sign the City's application form. The Applicant must agree to follow and abide by these policies. The Applicant reserving the space must be present during the entire time of the reservation. Groups comprised of minors (under 18 years of age) shall be supervised by a sufficient number of adults at all times while using Hangar facilities and premises. The Applicant reserving the space is considered to be the responsible party in case of damage, theft, or disturbance during use of the Hangar facility.

## **MEETINGS & EVENTS**

### **Room Set Up, Take Down, and Clean Up**

The City is not responsible for room setup or takedown. Those who have reserved the spaces are responsible for room setup and may use the tables and chairs in the two spaces. The City also has a limited number of chairs and tables in the Hangar's storage closet and these may be available for meetings and events with at least three working days advance notice to the City. At the conclusion of the event, the attendees must restore the room to the way they found it prior to the event. Attendees must remove all trash, belongings, and event related materials and leave the facility clean and intact. The Applicant who reserved the space is responsible for cleanup immediately following the event. Cleanup includes returning furniture to its prior location, throwing away trash and bringing it to the dumpster, wiping up spills, and removing food crumbs and other scraps. If additional cleanup beyond routine cleaning by City staff is required, the Applicant or group will be charged for the City's cost or cleanup and/or may not be allowed to use the facility in the future.

### **Amplified sound**

The Hangar contains a speaker and microphone system. This system may only be set up and operated by the City's Facility Maintenance Technician or other designated and trained City representative. Users of amplified sound must be sensitive and courteous to the retail tenant, its patrons, and other users of the Hangar. The City reserves the right to control the sound level at

any time during an event. Amplified sound will generally not be allowed on Saturday and Sunday mornings before 9 am and on weekdays before 7 am.

### **Audio/Visual**

The Hangar also contains a TV and a video projector system. These systems may only be set up and operated by the City's Facility Maintenance Technician or other designated and trained City representative. Groups must bring their own laptops for digital and video presentations.

### **Display Materials**

The Applicant should provide their own easels, flip charts, etc. for displays. See below for restrictions on posting decorations or displays. The Applicant is responsible for removing all display materials prior to leaving the premises.

### **Decorations**

Items may not be affixed to the ceiling, doors, walls, light fixtures or windows. Rice, bubbles, silly string, birdseed, confetti and glitter are not allowed. The Applicant will be charged for the costs of repairing damage resulting from the use of hooks, nails, push pins, staples, tape or other adhesives and may not be allowed to use the facility in the future.

### **Signage**

No exterior or interior signage can be posted on the structure of the Hangar building. Subject to the City's sign code, users may post up to two A-board or small banners near (but not on) the building and no more than one hour in advance of the event. The signs must be removed immediately following the event. The locations of the signs may be adjusted by the City at the City's sole discretion.

### **Deliveries**

The Applicant reserving the space must be present to accept or sign for any deliveries related to the event. No storage space is available in the Hangar for event supplies or equipment.

## **GENERAL USE POLICIES**

### **Tobacco Use Prohibited**

The use of tobacco products is prohibited inside or within 25 feet of any entrance or window to the Hangar.

### **Marijuana Possession, Sale, or Use Prohibited**

The possession, sale, or use of marijuana products is prohibited in the Hangar or premises.

### **Lawful Activity**

All activities must comply with Kenmore Municipal Code, King County Public Health Code, state and federal law.

### **Firearms Prohibited**

Firearms or weapons of any sort will not be allowed in the Hangar or premises. This restriction does not apply to on-duty law enforcement officers.

### **Flammable Materials**

The use of candles or any other type of open flame, flammable materials or fog/smoke machines is prohibited in the Hangar.

### **Animals**

Service animals are welcome in the Hangar. No other animals are allowed in the Hangar unless approved in advanced through a City-sanctioned event.

### **Indemnification**

The Applicant must execute an application online to reserve space in the Hangar and agree to be the responsible party in case of damage, theft, or disturbances arising from the use of the reserved space. The Applicant must agree to indemnify and hold the City, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, action and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected in any way with the Applicant and attendees of the activity, or by the Applicant's or attendees' breach of these policies or application agreement. The City is not responsible for lost, stolen or damaged items.

### **Not a Public Forum**

The Hangar and its premises are not traditional public forums and are intended to be limited public forums. The Hangar contains a retail tenant, and the Hangar floor plan is an open area space with free flow and overlap of gathering spaces between the Tenant's space and the rest of the facility. As a result, the entire Hangar and its premises should be treated as a retail area where patrons may come and go. The City's acceptance of certain use by the public is not intended to create an open public forum, and the City retains the right to control the use of said facilities.

### **No Election, Campaign, or Other Political Activity**

Pursuant to RCW 42.17 A.555, City facilities may not be used for the purpose of promoting or opposing any election, campaign or ballot proposition purposes.

## **No Explicit or Pornographic Material**

No explicit or pornographic material, including images, videos, artwork, etc., may be shown or displayed in the Hangar or its premises.

### **Artwork**

No artwork may be shown or displayed in the Hangar or its premises except in conformance with the City's Display and Exhibition Policies, promulgated under the authority of Resolution 12-206.

### **Alcohol**

Unless approved through a City-sanctioned event and except as provided for in the Tenant's lease agreement, no alcohol will be allowed in the Hangar.

### **No Endorsement**

Receiving permission to use City facilities does not constitute an endorsement of a group's philosophies, policies or beliefs.

### **Distribution of Give-Aways**

The City reserves the right to deny the distribution of items at events deemed to be hazardous, a nuisance or not family-friendly.

### **City May Add Restrictions / Requirements**

The City may add requirements and/or restrictions as deemed necessary, depending on the activity or event. The City will identify the required additional requirements and/or restrictions in writing five days in advance of the event. The City can deny room reservation requests at its sole discretion, due to staff or facility availability, incompatibility of the reservation request with the City facilities, or other reasons. All requests are subject to the approval of the City Manager or Designee. The City reserves the right to terminate a reservation if risks to safety or property exist or if users are violating facility use policies or other laws.

### **No Show**

If a user or group reserves the space and does not use the space without notifying the City in advance, the City may cancel the user's or group's other reservations without notice. The City may refuse future reservations after more than one no show.

### **City Cancellation of Reserved Spaces**

The City reserves the right to cancel a reservation if the City wishes to make use of the facility which in the judgment of the City supersedes the need of the user. Notice of the City's cancellation for priority use shall be given in accordance with the time limits set forth in KMC 9.40.060. Notice of cancellation for emergencies may be given at any time. As owner of the

Hangar, the City shall not be responsible for any claims, losses, liabilities or damages if the City displaces other users, and the Applicant must agree to release and indemnify, defend, and hold City harmless from such claims.

### **City Right to Refuse / Trespass**

If a person or group does not follow these policies, causes damage or disruption to the facility, or otherwise exhibits behaviors that are not in keeping with the effective and efficient use of the facility, the City, at its sole discretion, may refuse to allow the person or group to reserve or use the Hangar facilities in the future. The City, at its sole discretion and based on illegal, disruptive or other behaviors not in keeping with the harmonious public use of the facility, may trespass individuals from the property indefinitely.

### **Maximum Room Capacity**

Maximum room capacities are depicted in the attached Hangar floor plan. Events or gatherings that exceed approved capacities may be cancelled immediately and future reservations may be canceled at the City's sole discretion and without notice. ·

### **Policy Interpretation**

The City Manager or Designee shall make any necessary interpretations of these policies.