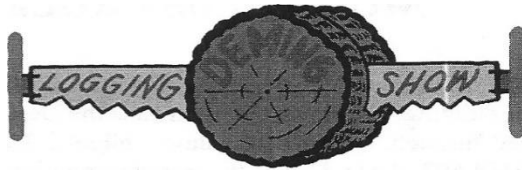


**Deming Logging Show**  
**3295 Cedarville Road**  
**Bellingham, WA 98226**  
**(360) 592-3051**



<b>Today's</b> <b>Date:</b> _____  <b>Event</b> <b>Date:</b> _____
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**VENUES REQUESTED:**

Museum  Bar  Meeting Room  Lg BBQ  Sm BBQ  New BBQ  Camping  RV Field

General Museum hours are from 8:00 am to 2:00 am. BBQ hours are from 10:00 am to 9:00 am. This includes setup and teardown time. Please indicate requested rental times:

**ADDITIONAL/SPECIAL VENUE AND GROUNDS REQUESTS:**

**DESCRIBE EVENT:**

USE OPEN TO THE PUBLIC:  NO  YES Number of people expected: \_\_\_\_\_

ADMISSION COLLECTED/SOLICITED?  NO  YES

CONCESSIONS SOLD  NO  YES List all vendors: \_\_\_\_\_

DO YOU PLAN TO SERVE FOOD?  NO  YES List caterers/food trucks etc: \_\_\_\_\_

WILL ALCOHOL BE SERVED?  NO  YES Licenses and Insurance required

WILL YOU BE USING THE FACILITY KITCHEN?  NO  YES

**USER INFORMATION**

**COMPANY:**

**NAME/CONTACT PERSON**

**PHONE/CELL**

**PHONE/HOME**

**PHONE/WORK**

**ADDRESS:**

**CITY:**

**ZIP:**

I am a duly authorized agent of the applicant. I understand that it is my responsibility to read the Public Space Use Policies and Procedures. As part consideration for the permission to use the above described Deming Logging Show facility, the applicant and I agree to comply with all Public Space Policies and Procedures as set by The Deming Logging Show. Further the applicant and I do hereby agree to release, indemnify and forever hold harmless The Deming Logging Show, 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 and applicable Deming Logging Show facilities and will return the premises in a neat, clean and undamaged condition and further agree to reimburse The Deming Logging Show for any damage arising from the applicants 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 Deming Logging Show'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. I have read and agree to comply with the rules listed on the reverse side of my copy of this application.

**USER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**OFFICIAL USE ONLY**

GENERAL LIABILITY INSURANCE:  LIQUOR LIABILITY COVERAGE:  BANQUET PERMIT:  COMMUNITY ANNOUNCEMENT:   
 PRIVATE USE:  COMMUNITY USE:  HIGH IMPACT:  GOVERNMENT USE:

USER FEES:

NOTES:

RECEIVED:

DAMAGE DEPOSIT:

RECEIVED:

PAID SET UP/TEARDOWN/ADDITIONAL HOURS:

RECEIVED:

## LICENSE AGREEMENT

THIS AGREEMENT is entered into between DEMING LOG SHOW, INC. hereinafter called "Owner" and \_\_\_\_\_, hereinafter individually or collectively called "User", to address use of the Deming Log Show facilities designated on the attached and incorporated User Information Form as Exhibit A, which facilities are located on the Deming Logging Show grounds in Whatcom County, Washington under a revocable license subject to the terms and conditions described below.

In consideration of the terms and provisions hereof, Owner and User agree as follows:

**1. LICENSE TO USE PREMISES:** Owner owns all of the real property and facilities at 3295 Cedarville Rd., Bellingham, Washington, which property and facilities will hereinafter be referred to as "the Premises". Owner hereby grants a license to User to use the Premises subject to all the remaining terms and conditions of this License Agreement.

**2. USE PERIOD:** The Premises may be used by user for a period of \_\_\_\_\_ hours, commencing at \_\_\_\_\_ a.m/p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ ("Commencement Time"), and terminating at \_\_\_\_\_ a.m/p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ ("Termination Time"). Any use of the Premises beyond Termination Time, to the extent Caretakers may allow such use, will result in an additional license fee to be paid by User at the rate of **\$50.00** per hour of such use. Commencement Time to Termination Time shall be referred to hereinafter as "Use Period."

**3. LICENSE FEE:** user shall pay, prior to, 14 days before Commencement Time, a license fee to the Owner in the amount of \$ \_\_\_\_\_ for use of the Premises.

**4. INSPECTION OF PREMISES:** user has made inspection and accepts it as is the present condition of the Premises.

**5. SECURITY DEPOSIT:** The User shall deposit the sum of \$ \_\_\_\_\_ within 10 days of receipt of this fully executed Agreement. All or a portion of such deposit may be retained by Owner, and a refund of any portion of such deposit is conditioned as follows:

- A). User shall fully perform all obligations hereunder.
- B). User shall clean and restore the Premises and return the same to Owner at the Termination Time in their initial condition except for reasonable wear and tear.
- C). User shall have remedied or repaired any damage to the Premises caused by User, any member of his family, invitee, licensee, or any person acting under Users control.
- D). Any refund from this security deposit shall be returned to User within thirty (30) days after termination of the License granted in this Agreement.

**6. USE OF PREMISES:** The Premises shall be used for the following purposes and for no others: \_\_\_\_\_ The number of persons using the Premises under this License shall **not exceed 360 persons**. No business use may be made of the Premises without the written consent of the Owner. The sale of alcohol in and around the Premises is prohibited. All persons present shall comply with all laws of all

governmental authorities, including without limitation those laws pertaining to the use and occupancy of the Premises pertaining to the use of alcohol if applicable. user is required to obtain any and all permits required in connection with use of the Premises. user shall obtain general liability insurance coverage for the use of Premises, which coverage shall name the Deming Log Show as an additional insured. Proof of said general liability insurance coverage shall be provided to Owner prior of 3 business days before Commencement Time. If alcohol is to be served by User at any time during the use Period, User shall also obtain liquor liability insurance coverage for the use of Premises, which coverage will name Deming Log Show as an additional insured. Proof of said liquor liability insurance coverage shall be provided to Owner prior to 3 business days before Commencement Time.

All persons present shall comport themselves in a peaceful, respectful and polite manner. User agrees to designate at least one responsible person 21 years of age or older who agrees to and does supervise use of the Premises and the behavior of those present. Owner reserves the right for its agents to enter the Premises at any and all times to assure compliance with the terms and provisions hereof, and for any other purpose not inconsistent with or which unreasonably interferes with the use of the Premises by User.

**7. RULES OF USE.** If this License Agreement is for use of the Museum facility, those rules captioned Museum Use Rules, attached hereto as Exhibit B and incorporated herein, are an integrate part of this Agreement and user agrees to comply with each such rule.

**8. VIOLATION.** User agrees to fully and completely comply with each term and provision of this Agreement, and any violation of any of the terms and provisions herein shall constitute a breach of this Agreement. Any such violation shall be reported immediately by user to CARETAKERS Kern and Becky Macdonald, 3295 Cedarville Road, Bellingham, WA 98226, (360) 592-3051 OR MARK MACDONALD, 3279 Cedarville Road, Bellingham, WA, 98226.

**9. TERMINATION OF LICENSE.** Owner (through its caretakers or otherwise), at its sole discretion and without limitation, upon violation of any of the terms or provisions of this Agreement, may immediately and verbally do any or all of the following: terminate use of alcohol in and around the Premises, terminate this License Agreement and withdraw permission to use the Premises: and evict everyone from the Premises. Owner, at its discretion, will summon authorities for assistance in handling disturbances and evicting those in attendance, and User understands and agrees such authorities may rely on this Agreement, without limitation, as authority to do so.

**10. INDEMNIFICATION.** user agrees to indemnify, defend and save harmless Owner and all former, current and future officials, members, employees and agents of Owner, against and from any loss, damage, costs, charge, expense, liability claims, demand and judgments of whatsoever kind and nature, whether to persons or property, arising wholly or partially out of any act, actions, neglect, omission of default on the part of anyone present in or around the Premises during its use associated with or arising from this License Agreement, except such damage or injury as shall have been caused by or resulted from the sole negligence of Owner. In the event any suit or cause of action shall be brought against Owner or its agent(s) on account of any act, action, neglect, omission or default on the part of user or anyone present in or around the Premises for reasons associated with or arising from this License Agreement, User agrees to assume the defense thereof and to pay any and all costs, charges, attorneys fees and other expenses and any and all judgments that may be incurred or obtained against Owner.

**11. ASSIGNMENT:** The License granted by Owner under this Agreement is personal to User. and said license may not be assigned to any third party without the prior written consent of Owner.

**12. SPECIAL AGREEMENTS:**

**13. LAW & VENUE.** This License Agreement shall be construed under the laws of the State of Washington, and user agrees to venue in Whatcom County, Washington.

IN WITNESS WHEREOF, Owner and user have signed this License Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**OWNER:**

Deming Logging Show, Inc.

**By:** \_\_\_\_\_

Becky Macdonald,  
Caretaker/Venue Rentals

**User:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone No.** \_\_\_\_\_

# **DLS MUSEUM CLEANING CHECKLIST**

- Wipe down all tables and chairs
- Place chairs on racks and return to foyer (32 chairs per rack, 28 chairs per short rack)
- Chairs used from Bar Room to be returned to Bar
- Leave tables standing in rows in original position
- Return all round tables used to Bar Room
- All tables and chairs are to remain in the building. Do not take outside.
- Return the stage to original location if moved
- Sweep all floors
- Mop all spills
- Vacuum carpet around dance floor and on stage
- ALL decorations to be taken down and removed from building
- NO TACKS, NAILS, TAPE OR STAPLES ALLOWED ON WALLS OR CEILING
- Any logging show dishware, flatware, cups, coffee pots, etc. must be cleaned and returned to appropriate cupboards
- Wipe down all counters and in kitchen and all spills ,drips etc. on cupboards
- Rinse out kitchen sink, wipe down stove and oven. Remove all food particles
- Put all garbage in sealed liners and throw away in dumpster located behind museum. Liners provided
- Clean all messes and garbage left outside building (including parking area)

**Failure to comply with DLS Cleaning contract procedures may result in loss of part or all of damage deposit.**

X

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User Name

# MUSEUM USE RULES

1. The term User in these rules means the person or entity who obtains permission from the Deming Logging Show to use the building. The term Owner means the Deming Logging Show. Reservations to use the museum are obtained through Becky Macdonald, 3295 Cedarville Road, Bellingham, WA 98226, telephone (360) 592-3051. Use of museum requires signing of a written agreement, of which these rules are a part, which contains other provisions with which you must abide in addition to these rules. General liability and liquor liability coverage are both required on ALL rentals. Contact caretakers for details.
2. The museum opens at 8:00 in the morning on the day of use. User will not be granted access to museum outside contracted for setup, decorating, rehearsals, meal preparation, cleaning, etc.
3. All property brought onto the premises is the responsibility of User, and Owner is not responsible for theft, damage or similar occurrences involving such property. Owner must remove all such property by the end of the time period for use of the building.
4. No extra tables and chairs are to be brought into the building. Chairs and tables belonging to Deming Logging Show are not allowed outside.
5. All decorations are to be approved by caretakers. No tape, thumb tacks or staples are allowed to be used on any walls or the ceiling. Ceiling decorations may only be hung on cables running the length of the ceiling.
6. All floor spillage is to be damp mopped during the event. Wipe spills immediately with clear water. Any damage will result in forfeiture of damage deposit.
7. Tables are to be cleared several times during rentals. Clear tables after banquet, prior to music starting.
8. User shall not allow any dog, cat, parrot, and or other bird or animal on the premises without written consent by owner.
9. All tables are to be cleared and washed. Tables are to be left standing in rows in the main part of the building. All chairs are to be returned to racks and stored in the entry way.
10. All dishes are to be washed and returned to cupboards.
11. All garbage must be removed from building and placed in dumpster outside the kitchen door. Garbage cans and liners are provided.
12. Music must end at midnight. Building is to be cleaned and cleared no later than 2:00 am. After 2:00am there will be a \$25 per person per hour charge and a \$50 per hour penalty lease fee.
13. User is responsible for maintaining the parking area. The parking area and all other outside areas are to be left clean, with no litter, or damage deposit will not be returned.

Exhibit B

Initials: \_\_\_\_\_