



TO: Board of Directors

FROM: Ruth Floyd, Executive Director of Business Services

SUBJECT: Stanwood High School Agreement for 2023 Senior Prom

DATE: February 7, 2023

TYPE: Action Required

Attached is a memo from Stanwood High School Assistant Principal/Activities Director, Carolyn Coombs, requesting approval of a contract for the Senior Prom on May 6, 2023. This event, financed by the ASB fund, will be held at the Crossroads at Thomas Family Farm in Snohomish. The agreement for the use of the facility is also attached.

Recommendation: It is recommended that the Board approve the Crossroads Event Agreement for the 2023 Senior Prom.



STANWOOD HIGH SCHOOL

Christine Del Pozo, Principal
Carolyn Coombs, Assistant Principal/Activities Director
Tom Wilfong, Assistant Principal/Athletic Director
Ross Short, Career/Tech Ed Director
Zach Ward, Dean of Students

TO: BOARD OF DIRECTORS
FROM: CAROLYN COOMBS, ASST. PRINCIPAL/ACTIVITIES ADVISOR
SUBJECT: SHS STANWOOD HIGH SCHOOL PROM CONTRACTS
DATE: January 17th, 2023
TYPE: ACTION NEEDED

Attached is a contract with Crossroads Weddings and Events to provide the venue for the Senior Prom on May 6th, 2023. The cost for the event is paid by the Stanwood High Associated Student Body (ASB) Fund. Students are charged a fee for participation in the event that is intended to fully fund all costs. The student fees are deposited into the senior class account and the payment is issued from this account.

Recommendation:

We recommend the board **move to approve the attached agreements with Crossroads Weddings and Events in Snohomish, WA.**

7400 – 272nd St. N.W., Stanwood, WA 98292
PHONE: (360) 629-1300 FAX (360) 629-1310

Crossroads/Thomas Family Farm - Event Rental Agreement

Physical: 9010 Marsh Road, Snohomish WA 98296

Mailing: PO Box 1697, Snohomish WA 98291

360-568-6945 | info@Crossroadsweddings.com

This Agreement ("Agreement") defines and governs the terms and conditions under which Crossroads Weddings & Events ("Crossroads") at Thomas Family Farm, and "Customer" (as listed below under "Customer Contact Information") agree to Customer's use of the Crossroads facilities for their Event. This Agreement constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The Agreement shall not be amended, altered or changed unless mutually agreed to in writing and signed by Crossroads and Customer.

Customer Contact Information

("Customer") Business/Organization *if applicable*: STANWOOD HIGH SCHOOL

("Customer") Representative/Event Host Name: _____

Mailing Address: _____ City/State/Zip _____

Email: _____ Phone: () _____ - _____

Contact day-of (*if different than Representative*): _____ Phone: () _____ - _____

Event Information

Event Name: STANWOOD HIGH SCHOOL PROM

Event Date(s): SATURDAY, MAY 6TH 2023 Time: 7:00 PM to 11:00 PM

Set-Up Date: SATURDAY, MAY 6TH 2023 Time: 4:00 AM to —

Clean-Up Date: SATURDAY, MAY 6TH 2023 Time: 11:00 PM to 12:00 AM

Approx. Number of guests attending Event: _____

Floorplans are required to be submitted for approval no later than ninety (90) days prior to the event.

Alcohol: YES _____ NO _____ Will you be using Crossroads Pouring Service as bartenders? YES _____ NO _____

Food Vendors: YES _____ NO _____ All vendor's must provide the Venue with their business license, insurance coverage, and permit. These are due 30 days before the event date.

Other Vendors: YES _____ NO _____

Rental Deposit and Payment Agreement. The total cost for use of Crossroads and its facilities described in this Agreement is listed below. To secure the date(s), Crossroads requires a signed Agreement and the initial non-refundable payment as listed below under "Rental Deposit and Payment Agreement". The final payment and damage deposit are due thirty (30) days in advance of the event. We accept credit card, cash or personal check (made payable to Crossroads Weddings & Events.) **A 3% Convenience Fee is applied to any credit card transaction.** Please return rental agreement by email. Call or mail payments to: PO Box 1697, Snohomish WA 98291

Rental Deposit and Payment Agreement

Total Rental Cost: \$ 5200 - & Damage Deposit: \$500

Scheduled Payment	Amount	Date Due	
Initial Rental Deposit	\$ <u>2000 -</u>	50% (fifty percent of the total rental cost with Signed Contract)	
Second Rental Payment	\$ <u>2000 -</u>	<i>Remaining balance of the total cost</i>	due thirty (30) days in advance of the event / /
Damage Deposit	\$ 500	due thirty (30) days in advance of the event	/ /

Damage Deposit. Customer shall pay a damage deposit in the amount of \$500 no later than thirty (30) days prior to the scheduled event. The damage deposit will be refunded by Crossroads Weddings & Events within ten (10) days following the scheduled event if the premises are returned in the same condition as they existed prior to the event. Any amount withheld from the damage deposit for damages will be summarized in writing by Crossroads Weddings & Events and the actual or estimated cost for repairs shall be deducted from the deposit and the balance refunded to Customer.

Venue Description. The venue shall consist of the main barn, prep kitchen, large walk-in refrigerator, buffet room, bar, bridal room, the west and east courtyard, and west parking lot ("Venue"). The Venue has been reserved for you for the date and time stipulated.

Please note that the hours assigned to your event include set-up and clean-up, including the set-up and clean-up of all subcontractors that you may utilize. Parking lot gate will be locked at 11 pm unless adjustment on end time is stated on this agreement. If you, your guest, or vendors are not out of the parking lot by the designated time, an extra charge of \$200.00 will come out of your damage deposit. Coordinate with your vendors an end time to adhere to the gate closure. It is your responsibility to inform your staff, vendors, and guests of the gate lock up time. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises, including the behavior of your guests, invitees, agents or sub-contractors resulting from your use of venue.

Reservations. Reservations are taken on a first-come, first-served basis. We will book your date upon receipt of your Initial Rental Deposit and signed contract.

Impossibility of Performance & Cancellation Policy.

1. ***Cancellation:*** Crossroads shall be released of its obligation to perform under the following circumstances. In the event customer cancels the rental, customer shall notify Crossroads immediately in writing or by email. Once cancelled, the Customer shall be responsible for agreed liquidated damages as follows. The parties agree that the liquidated damages are reasonable.
 - A. In the event the Customer cancels the rental more than six (6) months prior to the event, Customer shall forfeit to Crossroads as liquidated damages the initial deposit or \$2,500, whichever is greater.
 - B. In the event Customer cancels the rental less than six (6) months prior to the event, Customer shall forfeit to Crossroads as liquidated damages the entire rental fee.
2. ***Disaster:***
 - A. In the event of a natural disaster the Venue may choose to cancel the date of the Venue rental and give a full refund. Natural disasters include earthquake, hurricane, flood, fire (at the Venue), or other occurrence which causes the Venue to become unsafe or unusable as an event location; or which prevents the Venue from use due to Federal or State law or regulation. Disasters shall not include personal or isolated events which do not affect the Venue or the ability to hold events at the Venue. Disaster cancellation will not be reviewed any earlier than two months prior to the rental date.
 - B. In the event of a Pandemic the Venue may cancel a rental date due to Federal or State law or regulation that render the event unsafe. During a pandemic, the Customer may contact the Venue no sooner than 2 months prior to the rental date in order to either choose to cancel the date of the Venue rental and receive a refund minus \$1,000.00 of the initial deposit or the Customer may reschedule the event within 6 months of the original date.

Conditions of Use.

Customer's activities during the Rental Period must be compatible with the use of the building/grounds. Activities in areas adjacent to the Rental Space, building, and equipment must comply with all Federal and State laws and regulations. This includes, but is not limited to, playing loud music or making any noise at a level that is not reasonable under the circumstances. During a pandemic crisis, all Federal and State regulations shall be followed by the Customer. Smoking/Vaping is not permitted anywhere in the buildings. At the end of an event the Venue shall be cleaned and returned in a condition to a reasonable appearance as it was prior to the rental. Customer is responsible for the removal of all decorations and trash.

Event Set up & Limitations.

1. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event. The Customer is ultimately responsible for property belonging to the Customer's invitees, guests, agents and sub-contractors.
2. Rental items must be scheduled for pick-up within "clean-up hour(s) listed above under "Event Information".
4. Music (DJ or live music) must stop no later than 1 hour prior to end time or earlier to ensure all guests and vendors leave by end of event. **Plan with your DJ the "music end time" to break down the equipment to be off the premises by the final rental hour.**
5. All guests and vendors must be off the Crossroads premises no later than the end of the event. **Plan with your vendors a break down time to be ensure they are packed up and off the premises by your final rental hour.**
6. No vehicles are allowed on either courtyard at any time, including unloading and/or parking.
7. Crossroads Weddings and Events at Thomas Family Farm will bring to your attention any issues that may seem unsafe. Our onsite staff have the sole power to call security at your expense, remove any person(s) who are unruly or over intoxicated. At anytime our staff has the right to close a bar due to excessive pouring or any for reason that applies to the safety of them or others.

Site Vendors

Each of the vendors must provide Crossroads with proof of liability insurance at least sixty (60) days prior to the event.

1. All vendors must sign a Crossroads hold harmless agreement at least (30) thirty days prior to the event.
2. Food services, caterers, and other food providers must contact Crossroads sixty (60) days prior to the event for rules and regulations.
3. Customer shall be responsible for the set-up, break-down and clean-up of the catered site. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.
4. All event trash shall be disposed of in the designated areas at the conclusion of the event.
5. All vendors shall adhere to the terms of our guidelines, and it is the Customer's responsibility to share these guidelines with them.

Responsibility and Security.

Crossroads does not accept any responsibility for damage to or loss of any property left at Crossroads prior to, during or after the event(s). The Customer shall be responsible for any damage done to the venue by the Customer(s), Customer's guests, invitees, employees or other agents under the Customer's control. Further, Crossroads shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of Customer's guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause. The Customer, as a material part of the consideration of this agreement, waives on Customer's behalf all claims and demands against Crossroads for any such loss, damage, or injury of claims and demands against Crossroads for any such loss, damage, or injury of the Customer, and hereby agrees to indemnify and hold Crossroads free and harmless from all liability of any such loss, damage or injury to Customer's persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

Indemnity.

Customer agrees to indemnify and hold harmless Crossroads, Thomas Family Farm LLC, Topsoils Northwest Inc, Crossroads Pouring Services, Thomas Brothers, TFC Inc, Marvin B. Thomas Properties LLC, Dennis D. Thomas Properties LLC, Marvin and Debbie Thomas, and Dennis and Debbie Thomas, their officers, staff and agents working on their behalf, from any and all claims, actions, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer and Customer's guests, invitees, agents and sub-contractors.

Severability

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Ambiguity in Drafting. Any ambiguity created by this document will not be construed against the drafter.

Insurance Requirements. Customer shall at Customer's sole expense, obtain and keep in force during the term of Customer's use of the property, a policy of combined single limit, bodily injury and property damage insurance insuring Crossroads Weddings & Events at Thomas Family Farm against any liability arising out of Customer 's use and occupancy of the premises, and all area appurtenant thereto. Such insurance shall be a combined single limit policy in an amount not less than **\$1,000,000.00**. The venue may require an increased amount due to your type of event, The policy shall contain cross-liability endorsements and shall insure performance by Customer of the indemnity provisions contained herein. The certificate of insurance must show Crossroads Weddings & Events at Thomas Family Farm as the additional insured. **The certificate of insurance must be received by Crossroads Weddings & Events no later than thirty (30) days prior to the scheduled event.** The insurance may be purchased through Wedsafe.com and cover the date(s) of the event, including set-up and clean-up.

Permits. Any County permits, licenses or approvals are the responsibility of the Applicant.

Clean-up.

Customer shall be responsible for returning the Venue (and site if applicable) to the condition in which it was provided to them. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by Crossroads at Customer's expense. Crossroads is not responsible for any property left behind by Customer, Customer's guests, invitees, agents and sub-contractors.

The Customer is responsible for any and all damages to Crossroads, the Venue and surrounding site. It is the Customer's responsibility to remove all decorations and return Venue to the condition in which it was received.

Reservation of Rights.

Crossroads reserves the right to cancel agreements for non-payment or for non-compliance with any of the Rules and Conditions of Usage set forth in the Agreement. The rights of Crossroads as set-forth in this Agreement are in addition to any rights or remedies which may be available to Crossroads at law or equity.

Mediation and Binding Arbitration.

Parties shall mediate and may then submit to binding arbitration any claims that they may have against the other, of any nature whatsoever, other than those prohibited by law pursuant to the Washington State Arbitration Act.

Jurisdiction.

This Agreement shall be governed by the laws of the State of Washington. The Parties consent to the exclusive jurisdiction and choice of venue in Snohomish County, Washington and the parties expressly consent to personal jurisdiction and venue in said Court. Customer agrees to pay reasonable attorney's fees incurred by Crossroads associated with any breach of this Agreement.

Usage of Alcohol.

Customer(s) will not sell or attempt to sell any Alcohol or alcohol tickets to anyone without proper permits and comply with Washington State Liquor Control Boards rules and regulations. **The special occasion permit is due sixty (60) days prior to the event.** The permit must be posted in a prominent place within the facility where alcohol will be served on the day of the event.

RESPONSIBILITY FOR APPROPRIATE USE & CONSUMPTION OF ALCOHOL AT YOUR EVENT & LIABILITY FOR ANY CONSEQUENCES ARISING FROM THE CONSUMPTION OF ALCOHOL SHALL BE ASSUMED BY CUSTOMER & THE PARTY OBTAINING THE PERMIT. ONLY THE CUSTOMER MAY SUPPLY ALCOHOL FOR THE EVENT. NO GUEST OR INVITEE MAY SUPPLY ALCOHOL.

Customer is subject to the following conditions.

1. Alcohol service must stop no later than 9:30 PM.
2. Customer shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether the person is accompanied by a parent or guardian.
3. Customer hereby agrees to use their best efforts to ensure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
4. Customer hereby expressly grants to Crossroads, at Crossroads' sole discretion and option, to instruct security officer(s) to remove any person(s) from the Venue, if *in the opinion of the Crossroads representative in charge, the licensed and bonded Bartender and/or the security officer(s)*, they find the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.
5. Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for all persons in attendance at Customer's function or event.
6. Customer may only serve beer, wine, or champagne.

Additional Notes

Reservation Process.

A rental contract must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm utilization of the Crossroads Venue.

By initialing and signing below, Customer and Crossroads acknowledge that they have read and understand the Agreement.

CONTACT AGREEMENT DATE: _____

CUSTOMER:

PRINT NAME

PRINT NAME

SIGNATURE

SIGNATURE

CROSSROADS AT THOMAS FAMILY FARM REPRESENTATIVE:

SIGNATURE

Date _____

rv622

Crossroads Weddings & Events

EVENT RULES AND CONDITIONS FOR USAGE

(Alphabetized)

ADVERTISING: To avoid confusion with your venue rental, make it clear on your website, ticket sales site and all social media posting that you are hosting the event. Crossroads is not able to answer calls or emails pertaining to your event.

CANDLES: The use of any type of flame is prohibited in all buildings and throughout the site. The new “flameless candles” which are battery operated are permitted for use.

CATERING: The caterer must supply the venue with insurance coverage (due 30 days prior to your event) and must use the kitchen as a prep kitchen only. You may rent additional appliances if you would like the caterer to cook on site. We do not rent out the deep fryers. The kitchen must be cleaned and back in the order it was when the catering arrived. The caterer may use the caterer alley to park and unload items. Any extra equipment brought to the venue must be approved by the venue management.

CHILDREN: If children are allowed at the event it is your responsibility, and the responsibility of the parents of children to keep said children out of the gardens and landscaped areas.

CONTACT PERSON: You must designate one individual as your Contact Person. This must not be someone heavily involved in the activities of the day, as they will be too busy to effectively communicate with our on-site coordinator should problems/concerns/questions arise.

COURTESY PROTOCOL: Crossroads reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

DELIVERIES / DELIVERY TRUCKS: All rentals must be delivered and picked up the day of and within the rental hours per the Agreement. We will need to know the delivery dates and times of any rentals.

ELECTRICAL OUTLETS: All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

DECORATIONS: ALL DECORATIONS MUST BE APPROVED BY CROSSROADS.

Decorations may not be hung from light fixtures. All decorations must be removed without leaving damages directly following the departure of the last guest. You may use tacks.

The only adhesive material allowed on the walls is drafting tape which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decoration must be freestanding. Nails and staples are not permitted at any location.

The use of sparklers is only permitted outside the venue. You must inform the venue if you intend to use sparklers. Birdseed, rice, confetti, flower petals, balloons, glitter fog machines, pyrotechnics, and blowing bubbles are not permitted inside or outside the facilities.

EVENT ENDING TIME: All events must end by time listed under “Event Information” on page 1 to comply with clean-up and closure of the site as agreed.

FLOOR PLANS: Crossroads planning team must review and approve all proposed floor plans for the use of the premises. The floorplan must be turned in for approval no later than ninety (90) days prior to the event.

Your event plan must not block doors per fire code and aisles must be at least 6 ft wide.

The sofa furniture & antique cabinets may not be moved. It is the Customer’s responsibility to restore all areas to their original appearance. Placements of tables, tents, live music, catering equipment, etc., must also be approved by the Crossroads planning staff.

GARBAGE DISPOSAL: Trash disposal is your responsibility. Immediately following the event, please have your Clean-up Committee take a few minutes to walk all the areas of the building and property that have been utilized for the event and pick-up any refuse that may have been dropped or blown around. This trash may be placed into the Crossroads garbage cans provided throughout the venue.

GUESTS: Please keep in mind when inviting Guests to your event, that we will expect visitors to conduct themselves in a mature, responsible and respectful manner.

HANDICAP ACCOMMODATIONS: We provide level-designated parking. Motorized and transport chairs can easily navigate the grounds.

LINENS: You are required to supply the linens for all round banquet tables and all rectangle tables. The rectangle tables and the round banquet tables must have a linen or throw away table cover on them for your day.

MUSIC AND ENTERTAINMENT: Due to the proximity of Crossroads to the local neighborhood, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. The Crossroads event coordinator will help to establish acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. Crossroads reserves the right to require Customer(s) to cease the music it deems inappropriate, in its sole discretion. Crossroads also reserves the right to require the Customer(s) to lower the sound level or cease playing music, in its sole discretion.

OCCUPANCY: **Per Snohomish County Fire Code you must comply with the venue occupancy limit.**

PARKING: Parking is available at the designated areas. Handicap accessible parking spaces are provided at the posted areas adjacent to the sidewalks. No vehicles are allowed on the courtyards including at any time, including unloading and/or parking.

PETS: You are responsible to make sure no pets enter our venue/premises. Except for service animals, pets are not allowed. Guests are required to pick up after their service animals.

PHOTOGRAPHY: The many natural settings around Crossroads are maintained and developed for the enjoyment of all events. Crossroads reserve the right to use any photographs or other media reproductions of a wedding or an event in our publicity and advertising materials. **Drones are not allowed at our venue.** All photography is allowed on the day of and within the rental hours per the Agreement.

REFRIGERATOR / FREEZER SPACE: The Venue has, at a minimum, a standard residential refrigerator in the kitchen for your use. You will have access to the large walk-in refrigerator. There are two (2) wine coolers at the Bar Serving Area. We have an ice maker on site. Caterers are expected to make their own food/beverage accommodations.

SIGNAGE: At entrance you may post your group's sign with Tacks (no nails or hooks) please do NOT attach anything to or cover up our entrance sign, or nail or screw anything to the trees.

SMOKING/VAPING: Smoking/Vaping is not allowed inside the Venue. Smoking is allowed outdoors only in the designated areas. All cigarette butts must be removed during clean-up. **THE USE OF MARIJUANA OR OTHER RECREATIONAL DRUGS, WHETHER OTHERWISE LEGAL OR NOT, IN ALL FORMS, IS PROHIBITED ON SITE.**

SECURITY: We will have our venue staff on site to determine if security needs to be called at the renter's expense.

SPEED LIMIT: The speed limit on the Crossroads complex is 5 mph and is strictly enforced for the safety of your guests.

STAFFING: One or two employees from our venue will be on site at all times during your event.

TABLES AND CHAIRS: As part of your rental package, Crossroads will provide tables and chairs for your event. All tables must be covered with a linen or disposable table cover.

RESTROOMS: Restrooms are located throughout the venue.

VENUE POLICY AND GUIDELINES AGREEMENT

I have read and understand the policies concerning events held at Crossroads. I agree to uphold them and ensure that contractors and members of the event party, will abide by the policies. I understand it is my responsibility to inform the coordinator, florist, photographers, etc., that they must also conform to this set of guidelines.

Customer:

_____	_____
PRINT NAME	PRINT NAME
_____	_____
SIGNATURE	SIGNATURE

CROSSROADS AT THOMAS FAMILY FARM REPRESENTATIVE:

_____ Date _____

rv922