

CITY OF DONALD

10710 Main Street N.E. • P.O. Box 388 • Donald, OR 97020-0388

Phone 503-678-5543 • Fax 503-678-2750

www.donaldoregon.gov

COMMUNITY CENTER USER APPLICATION

Name _____ Name of Organization _____

Date(s) of Event _____ Estimated Group Size _____ Private or Public Event _____

Event Start Time _____ End Time _____ Type of Event _____

Initial Access Time _____ Final Exit Time _____
(First entrance to the building to setup) (The time final cleanup and exit occurs)

Will there be food service? Yes / No _____ Name of Caterer _____

Will there be alcohol service? Yes / No _____ Alcohol Caterer _____
Alcohol can only be provided with proper OLCC documentation/insurance certifications and a permitted server.

How did you hear about the Donald Community Center _____

The **Responsible Person** must remain on site during event and is responsible in case of emergency and for any damages to property or building during event. Fill out the following information about the Responsible Person.

Name _____ Phone/Cell Phone # _____

Mailing Address _____ City/State/Zip _____

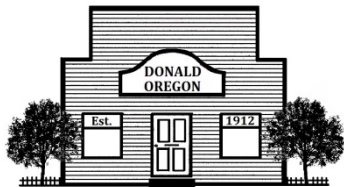
Email Address _____

Comments or additional information about your event _____

I have read, understand and signed the attached Community Center Use Agreement documentation. In consideration for use of the Community Center I agree to release, indemnify, and hold the City of Donald harmless from and against any and all liability for injury to persons or property, as a result of the use of the Community Center and all costs associated with restoration of the premises. I will make restitution for any damage incurred during room use. I am of legal age and have the authority to sign this Application and the attached Agreement on behalf of the organization, if any, intending to use the facility. I understand the City of Donald as a public entity is subject to Oregon Public Records Law and this Application and attached Agreement is a public record and subject to disclosure upon request. The Facility Fee is due at the time of application.

Signature of Responsible Person _____ Date _____

Please Note: The reservation is not secured until all requirements, including the deposit have been met and the Application and Agreement have been approved by the City Manager or her designees. Please make checks payable to the City of Donald.



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COMMUNITY CENTER USER AGREEMENT

*Welcome to the City of Donald Community Center (hereinafter the "City"). It is our pleasure to have you as a Sponsor (hereinafter "Sponsor") and to offer you the use of the facility for your event. Outlined in this agreement are the terms of your facility usage. The Community Center will only be reserved to one Sponsor at a time. **All required paperwork must be completed and approved prior to reservation.***

A. RESERVATIONS

A1. Facility Use Fee. There is no fee for the use for the Donald Community Center. However, donations are accepted.

A2. Deposit. A refundable deposit is required to be paid at the time of the application. The deposit amount is \$1.00 per person for private events, \$31 for public events, plus \$50 for events where alcohol will be consumed. In the event damages occur or the facility is not cleaned as outlined in the post event instructions, the Sponsor is responsible for the actual amount of clean up and restoration costs, the deposit will be applied to these costs. The forfeited amount is based on repair or replacement costs or the level of cleaning required post event. This amount will be determined by City staff in its sole discretion. The City is not responsible for any personal property left on the premises.

A3. Kitchen. Use of the kitchen is included with the rental agreement and deposit. The kitchen is intended for warming purposes only. If the kitchen is used please clean it according to the post event instructions.

A4. Signed Documents Required. All documents required by this agreement must be submitted to the City no less than seven (7) days prior to the event.

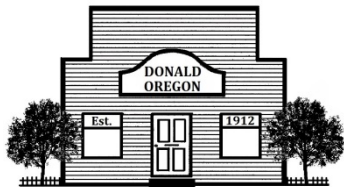
A5. Cancellation. If Sponsor needs to cancel the event the City asks that it is done as soon as possible. This allows someone else to be able to utilize the community facility.

B. SITE USE POLICIES

B1. Setup. Room setup must comply with all fire safety regulations and actual event attendance may not exceed the maximum capacity of 31.

B2. Decorations. The City does not allow any of the following on the premises:

- No decorations may be hung from ceiling or light fixtures.
- Confetti – rice, birdseed, confetti, bubbles or glitter are not allowed indoors or outdoors.
- Candles – No open flames are permitted.
- Adhesives – All signs, banners, displays or decorations are subject to prior approval by the City Staff. No nails, hooks, tacks or staples may be used on the walls of the facility. Only clear, masking or painter's tape or wall putty are permitted for affixing the items to the walls.
- Flowers – No loose flower petals are allowed. All flower parts must be cleaned up from property.



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- Explosives – Fireworks, fog/smoke effect machines, explosive effects (including sparklers) are strictly prohibited. City Staff reserves the right to have any person(s) in violation of this policy removed from the property and to end an event in the case of a threat to the safety of others.
- Hay/Straw – No hay or straw is allowed on the property.

B3. Outside Vendors. The City does not have recommended, preferred or required contracted services or businesses. You may choose any person, business, vendor, caterer or event coordinator that you wish. The City does not have storage capacity before or after your scheduled rental period. If you contract with the outside vendors for rental equipment, the equipment must be delivered no earlier than the reserved time and day of your event and then by removed at the end of your event.

B4. Catering. Events open to the general public must be catered by a licensed caterer and prepared in a certified kitchen. The Sponsor may contract with any licensed caterer and will be responsible for all communication with the caterer. Except for events open to the general public, groups are permitted to bring in or serve their own food and non-alcoholic beverages. The Sponsor is responsible for ensuring that City receives all required caterer information, including insurance (see Section E2 for insurance requirements) and OLCC information (if applicable) at least seven (7) days prior to the event.

B5. Alcohol. Events open to the general public must have an OLCC Licensed server. When serving or providing alcohol, the Responsible Person will need to sign and agree to the requirements outlined in the City's Special Event/ Alcohol Liability Insurance Addendum, see Section D4. The City Manager will inform you of the requirements to serve alcohol at your event. All alcoholic beverages must remain within the contracted areas and only be served during defined times. The City will not permit the serving of alcoholic beverages to anyone under the age of 21 or to visibly intoxicated persons. The City may place reasonable conditions on the event to protect persons and property. There is an additional deposit of \$50 for events where alcohol will be consumed.

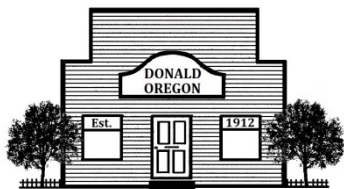
B6. Signs. Signage for the event must comply with the Donald Development Code, 2.310 Signs. The Code should be consulted for specifics and details in regards to signs. In general, there cannot be more than four (4) temporary signs and the sign cannot be more than a total of 40 square feet in area. Event signs may be placed in the side yard area and must be free standing. A sign can be placed on the front of the building or in the front window but can only be affixed with tape, see Section B2. No signs may be placed in the public right of way or sidewalk. No sign may obstruct the required vision clearance area or obstruct a vehicle driver's view of official traffic control sign and approaching or merging traffic, or which present a traffic hazard.

B7. Parking. There is a limited amount of parking off the alleyway behind the building otherwise there is only on-street parking.

B8. Noise. See Donald Municipal Code Section 91.17(2)(B) Nuisances Affecting Public Welfare, Unreasonable Noise. Section D1 also provides information on after-hours noise.

C. SAFETY POLICIES

C1. Hazardous Materials Prohibited. The Sponsor agrees not to allow any materials, substance, and equipment or object to be brought onto the property, which may be a hazard to the life of, or cause bodily



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injury to any person on the premises. Illegal substances, firearms or other weapons are strictly prohibited. Police will be notified if anyone is found possessing illegal substances or weapons on City grounds.

C2. Smoking. The City of Donald Community Center is a non-smoking facility. Smoking is prohibited inside the building and within ten (10) feet from any entrance.

C3. Emergency Procedure. Sponsor is responsible for ensuring that participants are informed of and follow the emergency procedure of the facility. When a fire alarm is triggered, it will give notification to leave the facility. Sponsor and guests shall use the following procedure in evacuation of the facility:

- 1) Exit using the nearest door.
- 2) Be sure all visitors exit along with Sponsor.
- 3) Sponsor will act as Safety Monitor, checking the rented facility, kitchen area and restrooms as he/she exits.
- 4) All guests and Sponsor will meet at the "Albert Lamb Memorial" which is located on the S.E. corners of Williams Street and Main Street.
- 5) Sponsor is responsible for inventory of participants. It is suggested that Sponsor have a sign in sheet or guest book.
- 6) In the event of an emergency, Sponsor should provide an inventory of participants to the City designee.

C4. Facility Security. Sponsor is responsible for ensuring that the facility is secure and that entry to the facility is not permitted to anyone other than their approved attendees. It is recommended that Sponsor use a door monitor to allow entry to his/her event.

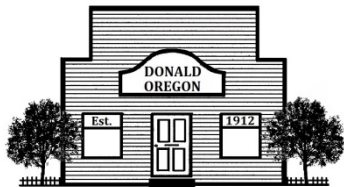
D. GENERAL PROVISIONS:

D1. Hours. The hours of the event are to be selected by the Sponsor and scheduled with City Manager or his or her designee. The facility is available for use daily between 7:00 AM to 12:00 AM (midnight). However, for events lasting after 10:00 PM Marion County Sheriff's Office must be notified prior to the event and a signed authorization from Marion County Sheriff's Office designee turned in with the event application. The event must be concluded on or before the scheduled event end time.

D2. Equipment Available. The City provides folding tables, fixed tables with leaves, folding chairs and cups.

D3. Damages. The Sponsor agrees to pay the City the reasonable value of the cost of repairing or replacing damage to the facility, the facility's furnishings, or the grounds of the City caused by the Sponsor or their employees, agents, sub-contractors, exhibitors or guests. By signing this agreement, the Sponsor assumes full responsibility for all persons connected with the Sponsor's use of the authorized area(s). Should the damages exceed the security deposit, the City of Donald will bill the Sponsor based on the cost of repairing or replacing the damages to the facility.

D4. Insurance. Insurance is only required for events that are offering food to the public and/or alcohol service. When serving or providing alcohol, the Responsible Person will need to sign and agree to the requirements outlined in the City's Special Event/ Alcohol Liability Insurance Addendum.



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D5. **Indemnification and Hold Harmless.** Sponsor shall be responsible for and shall pay and discharge any and all claims of any nature whatsoever under this Agreement. Sponsor shall indemnify, defend and save harmless the City and its officers, agents, contractors and employees from and against any and all loss damage, injuries, action, causes of action, or liability of any kind whatsoever resulting from or arising out of the condition of the Facility, and all operations, activities, or undertakings of Sponsor or any of Sponsor's guests, employees, agents, volunteers or independent contractors.

D6. **Force Majeure.** The parties' performance under the Community Center User Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, diseases, State of Department or other official agency travel advisory, disaster, strikes, civil disorder, which would tend to make it inadvisable, illegal, or impossible for such party or its members to perform their obligations under the Community Center User Agreement for any one or more of such reasons upon written notice to the other party.

D7. **Cancellation for Cause.** Sponsor agrees and understands that Sponsor and all guests, vendors, caterers and others in attendance must follow the reasonable directions of the event host, security officers and other City representatives at all times. If after verbal warning any persons fail to abide by such direction, the City has the right to terminate the event immediately eject ALL attendees. In such event, the deposit will be retained. And the City may in its discretion elect not to rent to applicant in the future. The City reserves the right to cancel any event in its sole discretion.

D8. **Signature.** Fax or email transmission of any signed original document, and retransmission of any signed fax or email, shall be the same delivery of an original. At the request of either party, the parties shall confirm fax or email signatures by signing an original document.

Signature of Responsible Party _____ **Date** _____

OFFICE USE ONLY

Facility Deposit Date Received: _____ Amount: _____ Donate: Y / N

Cash or Check # _____

Date: Event Posted on Website: _____

Date: Insurance Certificates for Caterer Received: _____

Date: Caterer Insurance Certificate Reviewed by Insurance Agent: _____ Approved: Y / N

Date: OLCC/Alcohol Insurance Certificate Received: _____

Date: OLCC/Alcohol Insurance Certificate Reviewed by Ins. Agent: _____ Approved: Y / N

Community Center Agreement Has Been: ____ Approved ____ Denied

City Manager's Signature: _____