

JOSEPH COMMUNITY EVENT CENTER
102 East First Street
Joseph, OR 97846

Welcome to the City of Joseph Community Center. This Agreement is entered into by the Facility User Applicant as a client (Client) and the City of Joseph (City) for the purpose of renting the Community Center for Client's event. Outlined in this agreement are the City's policy, conditions and terms of use with which the Client agrees to comply.

General Provisions

- A. Hours of Operation: The Joseph Community Center is open Monday through Sunday from 8:00 a.m. to 10:00 p.m. Events may be scheduled through City Hall. City Hall is open during normal business hours unless otherwise posted.
 - a. Events booked outside of normal operating hours may be scheduled between the hours of 6:00 a.m. and 12:00 a.m. The Community Center remains closed daily between the hours of 12:00 a.m. and 6:00 a.m.

- B. Reservations, Use Terms and Conditions:
 - a. Rental Contract. City of Joseph Community Center is available to the public to make exclusive reservations for specified dates and times on a fee for service basis for public or private purposes subject to the terms and conditions of this Agreement. Any person(s) or organization wishing to use these facilities must submit a completed Application agreeing to the rules set out herein and security deposit. The insurance certificate and rental fee must be presented and paid in full no later than 30 days prior to the event.
 - b. Applicant eligibility. Applicants must be at least 21 years of age and provide identification to verify their name and address on the application. All agreements must be made by a responsible individual for any party, group or organization desiring to make use of the facility. The City reserves the right to deny any applicant their request with or without cause. Completed applications are received on a first come, first serve basis and are subject to approval by City staff and verification of availability prior to confirmation of the Client's reservation. This agreement issued to the applicant is nontransferable.
 - c. Access. The period covered by each rental is on a daily basis. Use of the building, before or after the agreed times, will require additional payment at the rate of \$____.00 per day. There will be a minimum of one day charged even for a partial day use. There is an employee of the City who will ensure that you have access to the building for your event.
 - d. Facility Use Fee. In order to guarantee the reservation, the Client is required to make a deposit of \$_____. Prior to use of the facility for events, the Client must pay the full fee set for use. The City charges \$_____ per day to use the facility. If the event is canceled within 30 days the City will refund the fee and deposit. If the event is canceled before 15 days of the event, half the refund will be given. Any cancellation done within 15 days of an event will receive no refund.

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- C. Alcohol and Liquor.

- a. In order for alcohol and/or liquor to be served at any event, the Client must have someone with a liquor license present to serve beverages and to accept full responsibility for the beverage service. No other alcohol or liquor service on the premises is permitted. Client must not allow any members of their party to bring their own beer or wine to the event. Failure to comply with this provision will result in the immediate cancelation of the event and forfeiture of the deposit. Client will provide proof of necessary licensure to the City within 15 days of the event.
- b. Any additional permits, licenses, contractor or catering information applicable must be provided to the City no later than seven (7) days prior to the event. A late fee of \$50 shall be charged against the security deposit if complete and accurate documentation is not received within seven (7) days of the event.

D. Security and Cleaning Deposit.

- a. A security and cleaning deposit of \$_____ is required at the time the reservation is made for general use. A deposit of \$_____ is required for any event where alcohol will be served. The deposit is to ensure that the clean-up of the building interior and exterior areas will occur at the conclusion of the event before surrendering use of the facility back to the City. Upon City determination that the facility has been left clean and in satisfactory condition, the deposit will be returned to the Client. The initial costs to clean or repair any damage caused to the facility by the Client and any additional rental time used by the Client not specified in the agreement shall be charged to the deposit. If the cost for clean up or repairing damage after the event exceeds the deposit, the City of Joseph has the right to recover that amount (including materials and labor) from the Client or Client's insurance carrier. Any remaining deposit funds will be returned to Client within thirty (30) days after the event.

E. Terms and Conditions

- a. Responsible party. The primary and/or secondary contact persons listed on the application must be physically present and available by phone for the duration of the scheduled event. Groups composed of minors (persons under the age of 18) must be supervised by one (1) adult, 21 years of age or older, for every twelve (12) children/youth while using the facility.
- b. Considerate use. Client shall clean up and return the facility to the same or similar condition as existing at the time of taking possession, less reasonable wear and tear. Failure to do so will result in forfeiture of all or a portion of the cleaning deposit. Client is responsible for its use and safekeeping, and accepts responsibility for any theft, damage to equipment, inventory or to the facility. The City assumes no responsibility for personal belongings or equipment left behind or stored on the premises after an event. All facility resources are provided for the Client's convenience. Client assumes responsibility for setting up, taking down and storing all tables and chairs needed for their function. Chairs, tables or other equipment are not to be removed from the building without prior consent of the City. Equipment, supplies, food, or other products belonging to private users may not be stored in the facility or on the grounds prior to or after the scheduled event unless prior arrangements have been made. All doors and windows must be firmly secured upon termination of the use. If the tables and chairs are not returned to the proper storage place by the Client, a cleaning fee may be charged to all or a portion of the deposit.

- c. Smoke and Drug Free Zone. The City of Joseph Community Center is a non-smoking and drug free facility. Smoking is prohibited inside the building and within ten (10) feet of any entrance. Possession or consumption of illegal drugs or narcotics on the premises is strictly prohibited. The City of Joseph will immediately terminate the rental agreement for violation of this requirement.
- d. Compliance. Client agrees to comply with all facility rules. Any conduct, behavior or activity that is interruptive of the peace and tranquility of the neighborhood, in the judgment of the City, or the Wallowa County Sheriff's Department, shall be cause to terminate the rental agreement. A complaint call, or verbal complaint, will require a courtesy safety check by an on-duty law enforcement officer. Users must clean and vacate the premises by 12:00 a.m.
- e. Evictions. Any law enforcement officer shall have a right, at any time, to enter the facility to ensure the provisions of the rental agreement are being met. Any person(s) or organization asked by law enforcement to leave the facility during their event because of a violation of the general rules, or of the City of Joseph Municipal Code, shall forfeit their rental fee and deposit.
- f. Facility Security. Client 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 Client use a monitor to allow entry to his/her attendees.
- g. Signage. Notices, directional signs, banners and any other form of advertisement placed along or upon any public property or right-of-way must conform to ordinance standards for the zone they are placed in. All materials shall be removed promptly after the event.
- h. Kitchen. If the space rented includes the kitchen, the following clean-up requirements apply:
 - i. Cleaning equipment.
 - ii. Wash and put away all dishes, utensils, pots and pans where they belong. Cupboards are labeled.
 - iii. Remove all food dishes from ovens and wipe out ovens.
 - iv. Wash counter tops and table tops.
 - v. Wash cupboard doors.
 - vi. Sweep and mop floors.
 - vii. Empty garbage cans.
 - viii. Return empty garbage cans with their lids to the kitchen.
 - ix. Replace clean liners in garbage cans.
 - x. Turn off stoves, dishwasher and drain and clean drainer.
 - xi. Turn off lights.
 - xii. **Failure to follow kitchen clean up rules as specified shall result in the deposit being non-refundable.**
- i. Decorations:
 - i. Adhesives. All signs, banners, displays or decorations are subject to prior approval by City staff. No nails, hooks, tacks or staples may be used on the walls of the facility. Only masking tape or painter's tape is permitted for affixing the aforementioned items. Affixing tape to any painted surface is prohibited.
 - ii. Candles. Use of open flame candles is prohibited. Candles may be used as long as all flames are enclosed by a non-flammable container.
 - iii. Confetti, Hay, Straw bales, Flowers, Rice, Glitter must be cleaned up and thoroughly removed without causing damage to the facility or causing

- any remaining debris to become scattered outside or around the premises.
- iv. Explosives. Fireworks, explosive effects (including sparklers) are strictly prohibited. City staff reserves the right to have any person(s) in violation of this policy be removed from the property and/or to terminate the agreement.
 - j. Hazardous Materials Restricted. Client agrees to not allow any material, substance, equipment or object to be brought on to the property, which may be a hazard to the life of, or cause bodily injury to any person on the premises. Illegal substances are strictly prohibited. Law enforcement will be notified if anyone is found possessing illegal substances on City grounds. A special permit granting an exception may be requested of the City Council in writing for their consideration at their next regularly scheduled meeting.
 - k. Termination. Any violations of the terms of this agreement may result in its termination. Continued occupation of the building by the Client or guests of the Client may constitute criminal trespass. If the use agreement is terminated for any violation of the terms, the Client agrees the security and cleaning deposit is forfeit. The Client may also be subject to citation for any violations of the Municipal Code.
 - l. Damage. Client 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 Client or their employees, agents, sub-contractors, exhibitors or guests. By signing this agreement, the Client assumes full responsibility for all persons connected with the Client's use of the authorized area(s). Should the damages exceed the security deposit, the City of Joseph will bill the Client based on the cost of repairing or replacing damage to the facility.
 - m. Insurance. Client shall, at Client's sole cost and expense, procure and maintain through the term of this Facility Use Agreement a Comprehensive General Liability insurance policy providing coverage against claims for bodily injury or death and property damage occurring in, upon or resulting from the facilities used hereunder in the amount of \$1,000,000.00. The Comprehensive General Liability Insurance required by this Agreement shall include the following language: "The City of Joseph, its officers, agents, contractors, and employees are named as additional insured." You must provide the City with a certificate of insurance evidencing such coverage at least fourteen (14) days prior to the date of the contracted event. Failure to provide a certificate of insurance will result in cancellation of the event.
- F. Indemnification and Hold Harmless: Client shall be responsible for and shall pay and discharge any and all claims of any nature whatsoever under this Agreement. Client shall indemnify, defend and save harmless the City and its officers, agents, contractors and employees for 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 Client or any of Client's guests, employees, agents, volunteers or independent contractors. Notwithstanding the above, if City directly authorizes an activity by any party other than Client during the period of this Agreement, this paragraph shall not apply to claims arising out of the activity.
- G. Force Majeure. The parties' performance under this Community Center Facilities Use Agreement is subject to acts of God, war, government regulation, threats or acts of

terrorism or similar acts, disease, State Department or other official agency travel advisory, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other cause beyond the parties' control, which would tend to make it inadvisable, illegal, or impossible for such party or its members to perform Community Center Facilities Use Agreement for any one or more such reasons upon written notice to the other party.

- H. Cancellation for Cause. Client agrees and understands that Client 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 and eject ALL attendees. In such an event, no refund of the use fee shall be issued.

- I. No Damages for Cancellation. Except for Section H above, should Client's event be cancelled by the City due to any reason set forth in this Agreement, or for any other reason beyond the control of the City, Client agrees and understands that other than refund of all use fees, the City of Joseph shall not be liable for any damages or charges whatsoever. Acceptance of the full refund will fully release and satisfy any and all claims, damages or charges, direct or indirect, against the City of Joseph.

DATE: _____

RENTER

CITY

Print Name: _____

By: _____
Its: _____

Rented:

- _____ Community Center Hall Only
- _____ Community Center Hall with Kitchen
- _____ Northwest Meeting Room
- _____ Southeast Meeting Room
- _____ Kitchen Only

Event (please describe): _____

Please make checks out to: City of Joseph
PO Box 15
Joseph Oregon, 97846

PAID:

_____ Deposit	Check No. _____	Cash _____
_____ Fee	Check No. _____	Cash _____