



COMMUNITY CENTER / PARK APPLICATION AND RENTAL AGREEMENT

**City of Veneta – 88184 8th Street – PO Box 458
Veneta, Oregon 97487 – 541-935-2191**

Date(s) of Use: _____

Time of Event: _____ to _____

Set Up Time: _____ to _____

Facility: Community Center Broadway Park
 Territorial Park Other: _____

Which describes your organization:

Nonprofit For-profit (please refer to #8 on the following page)

Describe Use and All Activities (attach an additional sheet if necessary):

<u>FOR OFFICE USE ONLY</u>	
Community Center/Park Rent	\$ _____
Security Deposit	\$ _____
Waiver Granted by Council	<input type="checkbox"/> Yes <input type="checkbox"/> No
Total	\$ _____
Approved by	_____
Date	_____
Receipt No.	_____

All fees and deposits are due at time of scheduling. If the event is cancelled at least 5 days prior to the event, the rental fee is refundable. The deposit will be refunded in full if the event is cancelled. The key(s) to the facility must be picked up from City Hall during regular business hours. If the event is scheduled for after 5:00 p.m., or on Saturday, Sunday, or an observed holiday, the key(s) must be picked up the business day prior to the event. Key(s) must be returned to City Hall during business hours on the first business day following the event. The City reserves the right to cancel reservations given 24 hours notice.

NO TOBACCO PRODUCTS OR ALCOHOLIC BEVERAGES ARE PERMITTED ON THE PREMISES AT ANY TIME.

Estimated Attendance (may not exceed 100 people in Community Center): _____

(Check all Uses)

Community Center Kitchen Tables & Chairs (not to be taken outside of the building)

Please do not use any tape other than that recommended by the City on the walls or glitter anywhere in or around the facility.

Name of Organization: _____

Name of Applicant: _____
(Responsible party)

Address: _____ City/Zip: _____

Phone (Home): _____ (Work): _____

(Cell): _____ Email: _____

I certify that I am the authorized representative of the above group(s), and that the above statements are true to the best of my knowledge, and that myself and the organization I represent, agree to be bound by the policies regarding use of the Veneta Community Center/Park. I understand that violation of any of these policies may jeopardize further use of the facility and/or result in termination of use.

In consideration of use of the facility, I and the organization I represent hereby:

1. Agree to indemnify, defend, and hold harmless the City of Veneta, its agents, officials, and employees against any and all claims, damages, losses and expenses, including attorney fees and costs arising out of and from the use of the premises, or conduct on the premises, by applicant, the organization applicant represents, and all employees, agents, contractors, guests, and invitees;
2. Assume responsibility for any physical damage to the facility which is incurred as a result of activity or attendance at the event that is the subject of this application and agreement;
3. Agree to comply with all applicable federal, state, and local laws and regulations;
4. Release the City from all liability for any and all property damage, personal injuries, or other claims arising from use of the facility, including those that are known and unknown, foreseen and unforeseen, future, or contingent;
5. Agree not to, now or in the future, directly or indirectly, commence or prosecute any action, suit, or other proceeding against the City, its officers, directors, employees, agents, or affiliates concerning, arising out of, or related to the actions, causes of action, claims, and demands waived, released, or discharged by this agreement;
6. Agree that if a suit or action is brought either directly or indirectly to enforce the terms of this agreement, the prevailing party shall be entitled to and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as any costs and disbursements. Further, if it becomes necessary for the City to incur the services of an attorney to enforce any provision of this agreement without initiating litigation, agree to pay City's attorney fees;
7. Assume responsibility for all set up and clean up for the event, including but not limited to sweeping and mopping floors and proper disposal of trash; and
8. Prior to use of the facility, for-profit ventures agree to obtain and provide the City with a certificate of general liability insurance in the amount of \$1 million, naming the City as an additional insured. The period of coverage must begin on the set up date and expire no sooner than 11:59 p.m. on the clean up date. The City Administrator may waive this requirement if the City Administrator determines that public liability insurance is not warranted based on the risk of loss and totality of the circumstances surrounding the proposed use.

I and the organization I represent, understand that it is our responsibility to leave the facility in good order (per the checklist provided) and to promptly return any keys to City Hall. Failure to do so will forfeit the security deposit. Deposit will not be refunded until the facility has been inspected. Additional clean-up and/or repair charges may be owed if damages exceed the amount of the security deposit. Any additional clean up and repair charges are due to the City within 10 days of notice of the charges.

Name of Organization (if applicable)

Signature of Applicant
(Responsible party)

Date