Facility Use Agreement

Elsie Stuhr Recreation Center 5550 SW Hall Blvd, Beaverton OR 97005 503-629-6342 • www.thprd.org

Contact In	formation		Rental Infor	rmation	
Event Type:		Individual/Or	ganization:		
Contact Name:		Event Descri	ption:		
Address:					
City: State:	Zip:	Date	e(s):		
Primary Phone:		Day of w List additional dates	eek: s below		
Secondary Phone:		Start t	ime:		
Email:		End t	ime:		
THPRD Patron ID:		Location/s reque	pace sted:		
Please attach Certificate of Insurance if re	quested	Estimate particip	d # of vants: Youth:	_ Adults:	
	Ad	ditional Rental Date	es .		
Date: Day of week:					End time:
Date: Day of week:			Start time:		
Date: Day of week:					
Date: Day of week:		Location:	Start time:		End time:
	Addit	ional Rental Informa	ition		
Is the event open to the public?	□ Yes □ No	Will alcohol I If yes, Special U this application.	be served? Ise Permit is required with	□ Yes	□ No
Will there be admission fees?	☐ Yes ☐ No	selling merch	/concessionaires be handise/concessions? ionaire Application is required tion.	□ Yes	□ No
If not, will there be participant charges/dues?	☐ Yes ☐ No		served at the event?	□ Yes	□ No
		Caterer (if ap	oplicable):		
Special requests/equipment: _ (e.g., tables, chairs, audio/visual, room setup)					
List any special equipment you would like to bring: (Special equipment requires prior approval by a rental coordinator and may also require an additional waiver.)					
	Please	attach any additional setup re	quest		

Facility Rental Rates – Level determined by THPRD						
Level		tegory Description to verification by THPRD)	Classroom(s) Maximum 30	Patio Maximum 50	Manzanita/Fir Room Max. 90 tables/chair 125 theater style	
1	Approved Affiliates Must be non-profit and community based, focusing on serving in-district needs and constituents. Subject to district policy approval.		\$13/hour	\$13/hour	\$21/hour	
2		ciates and community-based, focusing on leeds and constituents.	\$26/hour	\$26/hour	\$43/hour	
3	Other Non-profit Renters Must be for non-profit use or proceeds donated to a charitable organization. Non-profit ID # required.		\$40/hour	\$40/hour	\$65/hour	
4	4 Private Renters Exclusive use of space.		\$80/hour	\$80/hour	\$130/hour	
After-hours Staffing \$50.50/hour, cost for		\$50.50/hour, cost for 2 staff	Staffing ratios may be applied.			
Nonrefundable Deposit TBD		TBD	Deposits are applied against the final bill and are nonrefundable.			

	Fees and Charges						
			□ Applicant will be invoiced	d for additional rental time at the original rate.			
VIUC	Assigned area(s):		□ Invoice sent Date: _	Initials:	Offi		
e Use (Rental rate:	x Total hours:	+ Staffing fees:	Total due:	ce Use (
Offic			Deposit amount:	Date deposit received:	Only		
		Balance due (To	otal due - Deposit amount):	Date balanced received:			

Agreement

- 1. This signed facility use agreement is due, with deposit, upon confirmation of your reservation. For rentals two hours or less that do not impact THPRD programs, the balance is due no later than five (5) business days before your scheduled event. For all other rentals, the balance is due no later than ten (10) business days before your scheduled event.
- 2. Agreement includes assigned areas and restrooms only; use of additional areas prohibited without staff consent.
 - Additional charges will be assessed if rental exceeds times designated in this agreement.
 - b. No refunds will be provided to groups who vacate early or arrive late.
- 3. To cancel this agreement, you must submit a request in writing.
 - a. For rentals two hours or less that do not impact THPRD programs, the request must be received at least five (5) business days before scheduled event for a refund (minus deposit). Please allow two weeks for processing. Cancellations within five (5) business days of event will not be refunded.
 - b. For all other rentals, the request must be received at least ten (10) business days before scheduled event for a refund (minus deposit). Please allow two weeks for processing. Cancellations within ten (10) days of event will not be refunded.
 - c. THPRD may reschedule or cancel this agreement in the event of extraordinary, unforeseen circumstances.
- 4. If requested by THPRD staff, applicant agrees to provide comprehensive general liability insurance a minimum of one (1) week prior to services, naming THPRD as an additional insured in the following amount: \$1 million single occurrence / \$2 million general aggregate. Services shall not be granted until the required certificate has been received and approved by the Park District.
- 5. **INDEMNIFICATION**: To the fullest extent permitted by law, the individual or entity identified in the facility use application and renting THPRD's facilities (the "Indemnitor") hereby agrees to indemnify, defend, and hold harmless THPRD and its officers, elected officials, volunteers, agents, servants, employees, and the THRPD Board of Directors (collectively, the "Indemnitees") from, for, and against any and all claims, suits, actions, losses, liabilities, awards, and costs of every kind and description, including but not limited to experts' and attorneys' fees, arising out of or related to this Agreement or any activities conducted by the Indemnitors (or any entities or persons for whom the Indemnitors are responsible) at THPRD facilities under this Agreement. No indemnification provided by the Indemnitors under this paragraph, however, will be required to indemnify the Indemnitees to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the Indemnitees' own negligence, but will require indemnity to the extent of the negligence of the Indemnitors or those entities or persons for whom the Indemnitors are responsible.
- 6. I have read and agree to abide by the park regulations established for use of a THPRD Facility or Park. I agree to be solely and completely responsible for the condition of the reserved area and to leave it in neat and clean condition, without damage. I agree to promptly reimburse THPRD for any and all damages. Any permitted special uses, including sound amplification, may be revoked for cause with no reimbursement of fees.
- 7. THPRD IMMUNITY: The fee charged for the rental exclusively relates to the use of the assigned area(s) and restrooms itself. The fee does not relate to any other uses or any other areas of THPRD property. In fact, other uses of THPRD property and facilities as well as activities occurring outside the assigned area(s) and restrooms are not subject to a user fee. In accordance with Oregon's recreational immunity law (ORS 105.682), THPRD is not liable for injuries, death, or property damage arising out of such uses of its property for which no specific fee has been charged.
- 8. It is your responsibility to inform all members of your group of the THPRD Rules and Regulations. Failure to abide by the THPRD Rules and Regulations could result in immediate loss of privileges or forfeiture of privileges for future use.
- 9. THPRD reserves the right to enter and monitor the event at any time.

With my signature below, I acknowledge that I am authorized, on behalf of myself and the individual or entity identified in the facility use application, to agree to THPRD's terms and conditions set forth in this agreement, and rules and procedures.

Applicant signature:	 Date:	
Supervisor signature:	 Date:	