



# TUALATIN HILLS PARK & RECREATION DISTRICT

## Facility Use Agreement

Park Shelters

6220 SW 112<sup>th</sup> Avenue, Suite 100, Beaverton, OR 97008

503-629-6305 ▪ www.thprd.org

Contact Information	Rental Information
Event Type: _____	Individual/Organization: _____
Contact Name: _____	Event Description: _____
Address: _____	_____
City: _____ State: _____ Zip: _____	Date(s): _____
Primary Phone: _____	Day of week: _____
Secondary Phone: _____	List additional dates below _____
Email: _____	Start time: _____
THPRD Patron ID: _____	<b>Available</b> End time: _____
Non-profit Tax ID: _____	<b>noon-dusk</b> time: _____
<i>Please attach Certificate of Insurance if requested</i>	Location/space requested: _____
	Estimated # of participants: Youth: _____ Adults: _____
	The applicant is responsible for understanding and enforcing all current OHS COVID guidelines. Depending on the current risk level for Washington County at the time of the rental, and additional COVID waiver form may need to be signed.

Additional Rental Dates				
Date: _____	Day of week: _____	Location: _____	Start time: _____	End time: _____
Date: _____	Day of week: _____	Location: _____	Start time: _____	End time: _____
Date: _____	Day of week: _____	Location: _____	Start time: _____	End time: _____

Additional Rental Information	
Is the event open to the public? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will food be served at the event? <input type="checkbox"/> Yes <input type="checkbox"/> No
Will there be admission fees? <input type="checkbox"/> Yes <input type="checkbox"/> No	Caterer (if applicable): _____
If not, will there be participant charges/dues? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Will you be supplying or selling alcohol at the function? <i>* If yes, Special Use Permit is required with this application.</i>	<input type="checkbox"/> Yes* <input type="checkbox"/> No
Will your guests be bringing/consuming their own alcohol? <i>*Alcohol Permit for BYOB is authorized only when signed by a General Manager or Designee.</i>	<input type="checkbox"/> Yes* <input type="checkbox"/> No
Approval: _____	Date: _____
General Manager or Designee Signature	

Special requests/equipment: \_\_\_\_\_  
(e.g., tables, chairs, audio/visual, room setup) \*Not applicable for shelter rentals

\_\_\_\_\_

\_\_\_\_\_

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 request

### Park Shelter Rates – Noon to Dusk

Location	Weekdays (M-F)	Weekends (Sat/Sun)	Max Guest Capacity
Raleigh Park	\$90	\$180	100
Mountain View Champions Park	\$59	\$119	60
Evelyn M. Schiffler Memorial Park – Shelter A	\$59	\$119	60
A.M. Kennedy Park	\$48	\$95	36
Barsotti Park	\$48	\$95	36
Camille Park	\$48	\$95	36
Cedar Hills Park	\$48	\$95	36
Jackie Husen Park	\$48	\$95	36

Rates listed are for in-district residents (proof of address required)  
Out of district guests add 25%

\*Peak season pricing is for weekends and holidays between May 1 and September 30

### Fees and Charges

Office Use Only Assigned area(s): _____	<input type="checkbox"/> Applicant will be invoiced for additional rental time at the assigned rate. <input type="checkbox"/> Invoice sent    Date: _____    Initials: _____	Office Use Only
Total due: _____		
Date paid: _____		

### 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.
  - a. 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 THPRD 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: \_\_\_\_\_