



CITY OF KEIZER

Community Center Use Agreement - Government

Keizer City Hall
930 Chemawa Road NE
Keizer, OR 97303
PO Box 21000, Keizer, OR 97307
Phone: (503) 390-3700
Fax: (503) 390-3787

Event Information

Title of Event: _____

Type of Event: _____

Date(s) of Event: _____ Estimated Group Size: _____

Initial Access Time: _____ AM PM Final Exit Time: _____ AM PM
(First entrance to the building to set up.) *(The time final cleanup and exit occurs.)*

Event Start Time: _____ AM PM Event End Time: _____ AM PM

Room(s) Requested: _____

Event Contact Information

Company or Organization *(if applicable)*: _____

Responsible Person: _____

Primary Phone: _____ Secondary Phone: _____

Mailing Address: _____

Email Address: _____

Secondary Contact: _____

Primary Phone: _____ Secondary Phone: _____

Email Address: _____

Additional Information

Food Service: Yes No Caterer Name (or self-provided): _____

Will you be using the catering kitchen? Yes No *(\$50 fee if not included in your rental fee)*

Are you charging attendees a fee, admission, or reimbursement charge of any kind? Yes No

How did you learn about the Keizer Community Center: _____

Signature is required on page 8

Do you need use of any of the following (check all that apply):

- | | | | | | |
|----------------------------|------------------------------|--------------------|------------------------------|---------------------|------------------------------|
| Stage (\$200 fee): | <input type="checkbox"/> Yes | Microphone: | <input type="checkbox"/> Yes | White Board: | <input type="checkbox"/> Yes |
| Wired Internet (\$25 fee): | <input type="checkbox"/> Yes | Wireless Internet: | <input type="checkbox"/> Yes | Presentation Stand: | <input type="checkbox"/> Yes |
| Projector (\$25 fee each): | <input type="checkbox"/> Yes | Screen: | <input type="checkbox"/> Yes | House Sound System: | <input type="checkbox"/> Yes |

Facility Use Fees

Room	Capacity	Size	Rental Fee	Refundable Deposit
Iris Ballroom	Reception- 480 Theater- 900	Up to 9,000 square feet 115' x 71'	\$250 per hour (minimum 8 hour rental)	\$1500
Iris A	Classroom- 75 Reception- 144 Theater- 250	Up to 3,000 square feet 39' x 71'	\$100 per hour (minimum 4 hour rental)	\$750
Iris B	Classroom- 75 Reception- 144 Theater- 250	Up to 3,000 square feet 40' x 71'	\$100 per hour (minimum 4 hour rental)	\$750
Iris C	Classroom- 75 Reception- 144 Theater- 250	Up to 3,000 square feet 36' x 71'	\$100 per hour (minimum 4 hour rental)	\$750
Two Iris Rooms	Reception- 288 Theater- 500	Up to 6,000 square feet 79' x 71' or 76' x 71'	\$200 per hour (minimum 4 hour rental)	\$1150
Claggett Creek	Classroom-30 Reception- 48 Theater- 100	23' x 36'	\$25 per hour (minimum 3 hour rental)	\$300
Chemawa	Classroom-30 Reception- 48 Theater- 100	24' x 36'	\$25 per hour (minimum 3 hour rental)	\$300
McNary	Classroom-30 Reception- 48 Theater- 100	24' x 36'	\$25 per hour (minimum 3 hour rental)	\$300

Additional rental information:

- Discounts are offered for Iris Ballroom, Iris A, Iris B and Iris C. 25% discount for Keizer citizens or Keizer based 501(c)(3) organizations. 20% discount for government partners.
- Use of the catering kitchen is included with the rental of Iris Ballroom, Iris A, Iris B and Iris C. If not included in the rental, a \$50 fee will be charged for use.

Comments or additional information about your event:

* * * * *

****PLEASE NOTE** THE RESERVATION IS NOT SECURED UNTIL ALL REQUIREMENTS, INCLUDING PAYMENT, HAVE BEEN MET, AND THE AGREEMENT HAS BEEN APPROVED BY THE CITY MANAGER OR HIS DESIGNEE. Please make checks payable to City of Keizer.**



CITY OF KEIZER Community Center Use Agreement Terms

Welcome to the City of Keizer Community Center (hereinafter “City”). It is our pleasure to have you as a client (hereinafter “Client”) and to offer you the use of our facility for your event. Outlined in this agreement are the terms of your facility usage.

A. RESERVATIONS.

A1. Community Center Use Agreement. Room reservations are only secure when a completed Community Center Use Agreement has been received by the City.

A2. Refundable Deposit. No refundable Deposit is required to be paid at the time of application. Client shall be charged as outlined in this agreement in the event of cancellation, facility damages, or the facility not cleaned as outlined in the post event instructions.

A3. Facility Use Fee. The use fee for the contracted room(s) is required to be paid in full no later than fourteen (14) days following the event date. Invoices shall be provided upon request.

A4. Kitchen Use Fee. Use of the kitchen is included with the rental fee of the medium and large rooms. A \$50 fee is required for use of the kitchen when renting small rooms. The kitchen in the Keizer Community Center is intended for warming purposes only. Client will be charged a fee if the kitchen is not cleaned as outlined in the post event instructions.

A5. Cancellation Fee. If Client cancels prior to sixty (60) days before the event, Client shall be charged 10% of the facility use fee. If Client cancels less than sixty (60) days before the event, Client shall be charged 50% of the facility use fee.

B. SITE USE POLICIES.

B1. Set-up. Space design details shall be coordinated with event center staff and finalized no later than fourteen (14) days prior to the date of the event. Room set-up must comply with all fire safety regulations and actual event attendance may not exceed the maximum capacity. If a change from the confirmed room set-up is required on the day of the event, and additional staff is necessary, a labor charge of \$20 per hour, per worker, will be charged to Client.

B2. Decorations and Equipment

- **Ceiling and Light Fixtures** - No decorations or equipment may be hung from the ceiling or light fixtures. Free standing decorations cannot exceed 9 feet in height.
- **Floor** - Nothing may be adhered to the floor, unless Client receives prior written approval by the City.
- **Walls and Doors** - The City only permits use of blue painter’s tape or Post-It type products on the walls and doors.

- **Candles** - Candles must be dripleless and enclosed in a non-flammable container of sufficient height to cover potential flame. **NO** open flames are permitted.
- **Explosives** - Fireworks (including sparklers), fog/smoke effect machines, and explosive effects 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 risk to the safety of others.
- **Flowers** - Loose real flower petals are not permitted on the floor. Use of synthetic flower petals are permitted but must be properly cleaned up at the conclusion of the event.
- **Strictly Prohibited Inside and Outside** - Birdseed, bubbles, confetti, dry ice, glitter, hay/straw, inflatable bounce houses/castles, mechanical rides, party poppers, rice, silly string, sky lanterns, trampolines, and aerial remote control devices (including drones).
- The City reserves the right to review and approve or deny any other requests that may be potentially hazardous, unsafe or cause damage that is not listed above.

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

B4. Food and Non-Alcoholic Beverage Catering Vendors. Events open to the general public must be catered by a licensed caterer. Upon request, City Staff can provide a list of caterers that have provided the City with required caterer insurance information. (Note: This does not constitute a recommendation or endorsement of the caterer by the City.) Client may contract with any licensed caterer who has a written agreement with the City, or who is willing to enter into an agreement with the City, and Client 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. **Client is responsible for ensuring that City receives all required caterer information, including a written agreement with City, insurance and a copy of catering license (see Section E2 for insurance requirements) at least fourteen (14) days prior to the event.**

B5. Alcohol Catering Vendors. Alcoholic beverages shall not be served or available.

B6. Signs. One freestanding temporary sign may be placed in the parking lot. No balloons, signs or other materials are allowed on the exterior of the building. All signs must be removed immediately following your event. Signage for the event must comply with the City of Keizer sign regulations. For information on the City of Keizer sign regulations, please call the Keizer Community Development Department (503-856-3441).

B7. Parking. Parking is limited. There are approximately 200 total parking spots available for City Hall, Keizer Heritage Center, Carlson Skate Park and Community Center use.

B8. Service Animals. Service animals are permitted within the Community Center. However, non-service animals are not permitted without prior written approval by City staff. Please contact City staff for additional regulations and information.

B9. Green Efforts. The City is committed to recycling, reducing and reusing as many products as possible. We work hand in hand with our employees, vendors, customers, partners and visitors to minimize our collective impact on the environment. To aid in the recycling efforts, the City will provide blue recycle bins for any event that wishes to utilize them. Disposing of potentially harmful waste down storm drains on City property is prohibited. Illegal dumping of waste into the public storm system is a violation under the City of Keizer Stormwater Discharge Ordinance. If evidence of disposal of waste in the storm drain is found, fines may be imposed, as well as remediation and restoration of all dumping impacts, with all costs being charged to Client.

C. SAFETY POLICIES.

C1. Hazardous Materials Prohibited. Client agrees not to allow any material, substance, equipment or object to be brought onto the property, which may be a hazard to the life of, or cause bodily injury to any person on the premises. Persons who are allowed to carry firearms under the provisions of the Oregon Revised Statutes 166.291 may do so in the Community Center. Illegal substances, illegal 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 Keizer Community Center is a non-smoking/vaping facility. Smoking and vaping is prohibited inside the building, and within ten (10) feet from any entrance.

C3. Emergency Procedure. Client is responsible for ensuring that participants are informed of and follow the emergency procedure of the facility. When a fire alarm is triggered, the speaker system will give notification to leave the facility in addition to a loud alarm and flashing lights. Client 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 Client.
3. Client will act as Safety Monitor, checking the rented facility, kitchen and restrooms as he/she exits.
4. All guests and Client will meet at the Gazebo in Chalmers Jones Park (across the parking lot).
5. Client is responsible for inventory of participants. It is suggested that Client have a sign in sheet or guest book.
6. In the event of an evacuation, Client must check in with the City Safety Committee Chair or designee and should provide an inventory of participants to such person.

C4. 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 Client's approved attendees. **Propping of doors for entry or reentry is strictly forbidden.** It is recommended that Client use a monitor to allow entry to his/her attendees. Any damages as a result of propping doors open will be charged as set forth in Section E1.

D. USE OF FACILITY.

D1. Non-Exclusive Use. The City and other parties shall have the right to occupy or permit the use of any portion of the facility not granted to Client under this agreement to any person, firm or entity regardless of the nature of the use of such other space.

D2. Hours. The hours of the event are to be selected by Client and scheduled with City Staff. The facility is available for use daily between 7:00 AM and 12:00 AM (midnight). The event must be concluded on or before the scheduled event end time. If post-event requirements are not completed by the contracted exit time, client will incur the additional hourly room rental rate and staffing fees. There shall be no refunds for events ending prior to the scheduled end time.

D3. Equipment Available. The City provides tables, chairs, screens, microphone, lectern, white board, and public Wi-Fi with the above rental fee.

E. GENERAL PROVISIONS.

E1. Damages. Client agrees to pay the City the reasonable value of the cost of repairing or replacing damage to the facility, the facility's furnishings, any artwork damaged in the facility, or the grounds of the City caused by the willful or intentional misconduct or negligence of Client or Client's employees, agents, sub-contractors, exhibitors or guests, including any additional City staff time. By signing this agreement, Client assumes responsibility for all persons connected with Client's event and use of the facility. Such responsibility is subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution Article XI, Section 7, and only to the extent that any liability arises out of the negligence of such persons. If damages occur, a \$100 administrative fee shall be charged in addition to the charges for damages.

The City is not responsible for any personal or vendor property left on the premises.

E2. Insurance.

Client is self-insured and will not obtain separate insurance. Client shall provide proof of self-insured status at least fourteen (14) days prior to the date of the contracted event.

Client is not self-insured and 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 or upon or resulting from the facilities used hereunder in the amount of \$1,000,000. **The Comprehensive General Liability Insurance required by this Agreement shall be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer shall be included as additional insured in said insurance policy. The "City of Keizer" includes its officers, agents, contractors, and employees.**

Client must provide the City with the proof of the insurance and additional insured endorsement evidencing such insurance at least fourteen (14) days prior to the date of the contracted event. Failure to

provide the proof of insurance and endorsement or proof of self-insured status will result in cancellation of the event.

Caterer shall secure at its own expense and keep in effect during the term of this Agreement General Liability Insurance with minimum limits of \$1,000,000 per occurrence. The insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer shall be included as additional insured. The "City of Keizer" includes its officers, agents, contractors, and employees. Evidence of the insurance and additional insured endorsement must be provided to City at least fourteen (14) days prior to the date of the contracted event. Failure to provide the proof of insurance and endorsement will result in cancellation of the event.

E3. Indemnification. City and Client shall each be responsible to the other to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30.260 – 30.300) for and shall pay and discharge any and all claims of any nature whatsoever under this Agreement. Each party shall indemnify and defend the other party 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 all operations, activities, or undertakings of a party's guests, employees, agents, volunteers or independent contractors.

E4. Force Majeure. The parties' performance under this Community Center 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 their obligations under the Community Center Use Agreement. Either party may cancel this Community Center Use Agreement for any one or more of such reasons upon written notice to the other party.

E5. Emergency Operation Center. The Keizer Community Center also serves as the City's Emergency Operation Center (EOC). There will be no practice drills or exercises in the Community Center if all or a part of the Community Center is reserved for your event or some other event. However, in the remote possibility that an actual emergency occurs, it is possible that your use would be cancelled or postponed. In such event, you would receive a full refund of all use fees paid to the City.

E6. 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, Private Security Professionals 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 event, no refund of the use fee shall be issued.

E7. No Damages for Cancellation. Except for Section E6 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 Client, Client agrees and understands that other than refund of all use fees, the City of Keizer shall not be liable for any damages or charges whatsoever.

E8. Signature. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

I have read, understand and signed this Community Center Use Agreement document. I am of legal age and have the authority to sign this Agreement on behalf of the organization intending to use the facility. I understand the City of Keizer as a public entity is subject to Oregon Public Records Law and this Agreement is a public record and subject to disclosure upon request.

 (Governmental Entity's Name)

By: _____
 Authorized Signature of Governmental Entity

Dated: _____

For Office Use Only			
Community center use agreement has been: Denied <input type="checkbox"/> Approved <input type="checkbox"/>			
Approved by: _____	Printed Name: _____	Date: _____	
Fees Quoted: _____			
Facility Use: _____	Event Staff: _____	Security: _____	_____
Equipment: _____	Deposit: _____	Total Fees: _____	_____

For Payment Use Only			
<input type="checkbox"/> Room <input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____ Balance: _____
<input type="checkbox"/> Room <input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____ Balance: _____
<input type="checkbox"/> Room <input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____ Balance: _____
<input type="checkbox"/> Room <input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____ Balance: _____
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