



PALMER CREEK LODGE COMMUNITY EVENT CENTER

**606 4th Street - Dayton Oregon
(503) 864-2221
www.ci.dayton.or.us
cityofdayton@ci.dayton.or.us**

Rental Agreement

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1. AVAILABILITY

The Community Event Center is available for rental seven (7) days a week. The hours for use are 9:00 am to 11:00 pm Monday – Friday and 8:00 am to 11:00 pm Saturday and Sunday.

For room rental availability contact the City of Dayton at (503) 864-2221. The Community Event Center coordinator is available Monday thru Friday from 1:00 to 5:00 pm.

2. MAKING A RESERVATION

- A. All reservations require submission of a Facility Reservation Form. Forms can be submitted to the City of Dayton at 416 Ferry Street, Dayton Oregon.
- B. Faxed or emailed reservation forms are not accepted.
- C. The City of Dayton will accept facility reservations no more than one year in advance. Reservations for more than one year in advance may be reviewed on an individual basis.

3. FACILITY INFORMATION

A. Rooms Available for Rental:

- 1) Second Floor Auditorium
- 2) First Floor Meeting Room
- 3) Commercial Kitchen
- 4) Entire Facility
- 5) Second Floor Lobby

B. Capacity & Room Dimensions

- 1) Auditorium: 102 people with the use of tables and chairs and 220 without the use of tables and chairs. Dimensions: 60 x 31.5 feet.
- 2) First Floor Meeting Room: 162 people with the use of tables and chairs and 348 without the use of tables and chairs. Dimensions: 58 x 39 feet.
- 3) Entire Facility: 264 people with the use of tables and chairs and 568 without the use of tables and chairs.
- 4) Second Floor Lobby: Maximum 12 people. Dimensions: 37.5 x 15 feet.

C. Uses

- 1) The Community Event Center can be rented for private and non-profit uses. Non-profit rentals will be required to provide a current federal tax non-profit number to qualify for the non-profit rate.
- 2) Facility rooms are rented by the hour, with a two hour minimum or the entire facility can be rented by the day. The Commercial Kitchen can be rented in conjunction with a room or can be rented by itself in four hour blocks.
- 3) While renting any part of the facility, the serving of food or drinks require rental of the commercial kitchen.
- 4) The entire facility is handicap accessible with handicap accessible restrooms on both levels.
- 5) More than one rental group may be in the building at the same time unless the entire facility is rented.
- 6) Rentals are for the facility building only. Use of the parking lot area for anything other than parking purposes requires an encroachment permit.

D. First Floor Meeting Room Rental

Included in the rental rate:

- Entrance lobby area and elevator
- Meeting room with stage area
- First floor lobby with men's and women's restrooms
 - 2 cleaning supply cabinets:
 - Vacuum
 - Broom & Dust Pan
 - Limited Cleaning Supplies
 - Garbage Bags
- Use of available tables and chairs

E. Auditorium (Up-stairs)

Included in the rental rate:

- Entrance lobby area and elevator
- Auditorium with stage area
- 63 historic chairs
- 1 podium
- Second floor lobby with couch, 4 chairs, coffee table, end table and display case
- Men's and women's restrooms
- Access to First Floor Lobby area and cleaning supply cabinets
- Use of available tables and chairs

F. Commercial Kitchen

Included in the rental rate:

- Entrance lobby area and elevator
- First floor lobby
- Men's and women's restrooms
- Refrigerator
- Freezer
- Microwave oven
- Stove/Oven
- 1 toaster
- 12 Cup Coffee Maker
- 3 Food service type sinks
- 1 Hand washing sinks
- Kitchen cart
- 2 Garbage cans
- 8 Water pitchers
- 1- Cutting board
- 3 Serving trays
- 1 Colander (large)
- 4 Stainless steel mixing bowls
- 1 Warming tray
- 2 Utility Tubs
- 1 – 100 Cup coffee pot
- 1 - 2 Cup measuring cup
- Limited tables and chairs

G. Second Floor Lobby (Up-stairs)

Included in the rental rate:

- Entrance Lobby area and elevator
- 1 - 3 person couch
- 4 chairs

- Coffee table
- End table
- History display case
- Drinking fountain
- Men's and women's restrooms
- 1 - six foot rectangle table
- Five folding chairs
- Limited Supplies:
 - Broom & push broom
 - Dust pan

H. Entire Facility

Included in the rental rate:

- First Floor Meeting Room
- First Floor Lobby and restrooms
- Entrance Lobby and elevator
- Second Floor Auditorium
- Second Floor Lobby and restrooms
- Commercial Kitchen
- Tables and Chairs

I. Tables and Chairs

Available with rental:

- 200 folding chairs
- 13 - Six foot rectangle tables
- 14- Five foot round tables
- 1-Six foot round table

4. RESERVATION FEE

Reservations require a \$50.00 reservation fee. Rental dates will not be reserved until the reservation fee is paid in full and a Facility Use Permit, Application and Reservation Form is submitted. In the case of cancellation the reservation fee is non-refundable.

5. APPLICATION PROCESS

- a) Applications can be obtained from the City of Dayton located at 416 Ferry Street, Dayton Oregon.
- b) Applications **MUST** be submitted in person.
- c) Applicants must be 21 years of age or older.
- d) Applicant must provide Federal or State approved picture identification.
- e) An application will be considered confirmed and final only when signed by an authorized City of Dayton staff member, is submitted with a signed and initialed Facility Use and Rental Agreement, all fees and deposits are paid in full, and accompanied by all required documentation.
- f) The Community Event Center Application & Reservation form is not transferable.
- g) **Application, fees, deposits, and required documents are due three (3) business days prior to your event date. Applications that do not comply with this deadline are subject to cancellation.**
- h) The person who signs the facility use permit is responsible for assuring compliance of these policies and for payment of all fees, charges, and deposits concerning the rental.
- i) The Applicant will be considered the person in charge for the rental of the facility. To reduce the possibility of confusion, all correspondence will be sent to the address for the applicant listed on the facility use permit and all communication with the City of Dayton will be through the applicant on the use permit application.

- j) The Applicant is asked to name an Authorized Back-up Person. The Back-up Person is only able to pick up the facility key, attend the walk-through for the Applicant and be present at the Event Center in Applicant's absence. The Applicant is responsible for all other aspects of the facility rental.
- k) **Either the Applicant or the Authorized Back-up Person MUST be present at all times during the use of the facility. If either of these persons are not present anytime during the event set up, clean up or event operation, the event is subject to immediate closure.**
- m) Applicant may appeal any City administration decision to deny a request for use of the Community Center to the Dayton City Council.

A. Deposits

- 1. A security/cleaning deposit is required for all rentals. Deposit amounts double when alcohol is being served or sold.
- 2. All rentals require a key deposit.
- 3. Security/Cleaning deposits and key deposits are due at the time of application and are refundable. Deposit refunds are issued by check within 30 days of your rental date. Refund checks can be mailed to you or picked up at Dayton City Hall.

B. Refunds and Cancellations

- 1. Please notify the City of Dayton as soon as possible of any changes in facility use, especially a cancellation.
- 2. In the case of cancellations, hourly rental fees and deposits are refundable. However the reservation fee is non-refundable.
- 3. Inclement weather may cause late opening, early closure and/or cancellation of class, activity, and rental. If facility is closed due to inclement weather, all rentals will be cancelled.
- 4. The City of Dayton reserves the right to terminate any Community Center Use Permit at any time with or without cause.
- 5. The City of Dayton reserves the right to pre-empt any scheduled use for official City business.
- 6. The City of Dayton reserves the right to make further stipulations for use prior to issuing a Use Permit.
- 7. Termination of facility use due to unruly behavior or participant's conduct violates any local or state laws, facility rules or regulations, or if any City codes, will cause all fees and deposits to be forfeit.

C. Revoked or Denied Use:

- 1. If there is any indication of rental under false pretext, or that the facility will be used for or to promote illegal activities.
- 2. For any activity prohibiting admission on the basis of race, religion, ethnic group, sex, or national origin.
- 3. For any activity by the same sponsor if the charges for a previous activity have not been paid.

D. Attendance

- 1. Please be as accurate as possible when you estimate attendance for your event. The number of people allowed into the facility will be limited to the number you indicated on your application. City Staff, Security or Yamhill County Sheriffs Deputies may deny access to the facility if the number of people in

attendance exceed the original estimate and/or capacity limits.

2. One Chaperone will be required for every fifteen (15) youths under the age of 18. Chaperones must be at least 21 years of age. A list of Chaperones may be requested before the event.

E. Facility Key

1. **Applicant is responsible to pick up facility key during City Hall business hours on the last business day prior to the event and to return the key in the drop slot in front of City Hall immediately after event.**
2. Failure to lock the facility after event use and any lost or late key return will result in the Key Deposit being forfeited.

F. Pre-Rental Walk-through/Tour

The last business day before your event, a walk-through inspection of the Community Event Center with a City of Dayton staff member will be scheduled. You will be given instructions on opening and closing the facility, along with other important rental information. The walk-through is required and must be attended by the Applicant or authorized back up person.

G. Insurance Certificate Requirement

1. **In order to protect both the renter and the City of Dayton, a certificate of insurance is required at events where there will be 35 or more people in attendance and/or whenever alcohol is being served or sold. A certificate of insurance can be secured from most home owners insurance policies at no extra charge.**
2. **The insurance Certificate *MUST* have the following information:**
 - a. **Insurance policy should be for no less than \$500,000.00.**
 - b. **The City of Dayton must be listed as an additional insured.**
 - c. **The policy must state that the event will be held at the Palmer Creek Lodge Dayton Community Events Center located at 606 4th Street, Dayton OR 97114.**
 - d. **Date of event must be listed on the certificate.**

If you are unable to obtain an insurance certificate from your insurance provider you can get information or a quote by going on line to: <https://www.theeventhelper.com#8SVcJA>.

6. FACILITY USE

A. Rental Agreement Time

1. **Facility rental time is for the days and times approved on the rental application and use permit. Remember to include set-up and clean-up time in your rental agreement times.**
2. **Use of the facility outside the rental agreement days or times will cause the security deposit to be forfeit and/or additional fees to be assessed.**

B. Safety

1. Exits shall not be obstructed in any manner and shall remain free of any material or matter where its presence would obstruct or render the exit hazardous. This means do not block doors with chairs, tables, decorations, etc., so they cannot be used as an exit in the event of a fire.
2. The building should **NOT AT ANY TIME** be left unlocked and/or unattended.

3. **Under no circumstances** may tables or chairs be removed from the interior of the building.
4. Climbing on chairs or any other piece of furniture is prohibited.
5. The City accepts no responsibility for the safety of foods prepared or stored on site.
6. The Community Center is located in a residential neighborhood. We ask renters to respect the neighborhood and to act accordingly.
7. The Community Center has a parking area that should be utilized. In the case where on street parking is needed, we ask that you be respectful of private property and do not block or park in resident's driveways.
8. The sale and use of tools, equipment, or other items that could damage tables or floors in the building is prohibited (examples: heavy items, used or new items that contain grease or oil, caustic chemicals).
9. Weapons are prohibited inside and outside of the Community Center building and campus, including but not limited to, knives, hand guns, rifles, shotguns, pellet guns and bb guns, this includes the use and/or sale of such items.

C. Security

1. All City and County ordinances and Oregon State Laws govern the Community Event Center use, building, campus, rooms and occupants.
2. **City Staff, Security or City, County or State law enforcement officers shall have the right to attend any function for the purpose of inspections, complaint investigation, etc., and have the right to terminate use of these facilities during any function should the participant's conduct violate any local or state laws, regulations or codes (including noise) and/or they feel that the rental may become unruly. In such instances, all fees and deposits will be forfeited.**
3. **Applicant agrees to acknowledge rules and regulations by signing the appropriate form at the time of application.**

D. Decorations

1. All decorations must be removed before leaving the building.
2. All decorations must be flame retarding and comply with Fire Marshal regulations.
3. Decorations **MAY NOT BE ATTACHED** to the walls, doors, door frames, windows, ceilings, light fixtures, tables, floors, columns or any other part of the facility.
4. The use of tape, 3M hooks, staples, tacks and/or nails is strictly prohibited inside and outside the Community Center building.
5. The use of lighted candles is prohibited at all times
6. The use of a Christmas trees for decoration is allowed, only artificial trees may be lighted.
7. Scattering or throwing of bird seed, rice, popcorn, confetti, glitter, small paper articles, silly string or any similar objects used for decoration or any other purpose are prohibited in the Community Center and in the parking areas.

E. Alcohol Use

1. Alcohol use is permitted inside the Community Center building. Additional deposits and insurance may be required.
2. Consumption or the use of alcoholic beverages is prohibited outside the Community Center building or on any public premises adjacent to it.
3. Events where alcohol will be served or sold require an OLCC Licensed Server. The OLCC licensed server must be present at all times during the event and proof of certification and Federal or State Issued photo Id will be required at the time of application.
4. Only beer, wine, and champagne are allowed to be served or sold within the Community Center building.
5. Events that allow the use of alcohol without the proper insurance certificate, an OLCC Licensed server and/or payment of the correct deposit amounts will be subject to immediate termination.

F. Tobacco Use

Smoking and/or tobacco use is prohibited in the Community Center building and on public premises adjacent to the building including but not limited to the area surrounding the facility and the parking lot in accordance with Oregon Revised Statues (ORS 433.850).

G. Music

1. All sound amplification must end at 10:00 pm. Music and any sound amplification must be kept at levels which do not disturb the reasonable peace and quiet of any citizen.
2. Doors and windows must remain closed at all times when any sound amplification devices are being used, which includes but is not limited to, live music, PA systems, disc jockeys, radios, stereos, or any other sound amplifying devices.

H. Elevator

Please Note: City Staff call out time will be deducted from the security deposit amount for any non-emergency call when the emergency button is pushed in the elevator.

I. Electricity

There are a limited number of electrical outlets in the Community Event Center building. Over-loading of circuits may cause the electricity to fail. If City of Dayton staff is called out to address the issue a call out fee, per each time a staff member is called out, will be deducted from your deposit amount.

7. EVENT SET UP

1. Equipment, supplies or other products belonging to private groups **may not be stored** in the facility or on the grounds prior to the applicant's function/event.
2. Equipment and furniture may not be removed from the building. Only those items located within the building will be available for you to use. Should you need additional equipment to conduct your event, you should arrange for such at your own expense.
3. The City of Dayton does not set up equipment for events.

8. COMMERCIAL KITCHEN

- A. Serving or providing of any type of food or drinks require rental of the commercial kitchen in addition to the room rental.
- B. There are a limited number of items for use with the Commercial Kitchen. These items are offered at no extra expense when renting the kitchen.

- C. Please Note: The **gas to the stove has been turned off**. If you need use of the stove or oven for your event, please notify a City staff member, before your rental date.
- D. Before leaving please make sure all the sinks, counters, cabinets, refrigerator, freezer, stove, and stainless steel table are wiped down and left clean.

9. CLOSING PROCEDURES

- A. All persons must leave the premises and cleanup must be completed no later than the end of the rental agreement period or 11:00 pm, whichever comes first. If the building is not vacated by the agreed upon time, additional rental fees may be charged and future usage of the facility may be denied. Time exceptions will be reviewed on an individual request basis.
- B. Equipment, supplies or other products belonging to private groups **may not be stored** in the facility or on the grounds after the applicant's function/event.

All equipment supplies, foodstuffs, and decorations brought in by rentals must be removed by the renter before leaving the facility. If equipment or other items are left after a rental they will be removed and thrown away. Staff costs in extra clean-up will be deducted from the deposit.

C. **Before leaving the facility please make sure:**

- 1) *The building is left as you found it.*
- 2) All windows and doors are closed and locked. **(Unlocked doors will result in deposit forfeit)**
- 3) All lights are shut off, remember to check bathrooms.
- 4) All tables and chairs are wiped down and put back on the racks.
- 5) Garbage is bagged and put in the garbage can outside the First Floor Lobby area which is accessible from both floors by use of the elevator. New garbage bags should be placed in the garbage cans.
- 6) All carpeting is vacuumed.
- 7) Floors are swept.
- 8) Check that you have not left any items behind.

10. LIABILITY/DAMAGES

- A. The applicant agrees to assume all liability for losses, expenses, damages, demands or claims in connection with or arising out of, any injury or damage sustained or alleged to have been sustained, by any person, corporation, firm or company, or any damage or alleged damage to property in connection with the occupancy, maintenance, or use of all or any part of said premises by the applicant, agent, officers or employees of a business or organization or any individual leasing this facility.
- B. Applicant shall indemnify and hold harmless the City of Dayton, including the City Council, officers, agents, employees and volunteers from any and all such losses, expenses, damages, demands, and claims; shall defend any suits or actions brought against any of them based on any such alleged injury or damage; and shall pay all damages, costs, and demands, including attorney fees, in connection therewith, or resulting therefrom.
- C. Applicant shall be responsible for any work (damage, cleanup, repair or otherwise) that must be completed to restore the premises to a rentable condition.
- D. **Repairs, cleaning and each employee call out** shall be charged at the prevailing city wage rate. These fees shall be deducted from the deposit and if any additional charges above the deposit are incurred, the applicant will be billed and will have fourteen (14) days to make the payment or legal action may be brought to secure the balance due.
- E. **Failure to comply with all the rules, regulations and requirements for use or rental of the Dayton Community Center will cause immediate termination of your event and forfeit of all deposit amounts paid.**

Palmer Creek Lodge Community Event Center Rental Agreement Signature Page

(Please Print)

For Rental Date: _____ Time of Use: _____

Applicant:

Second Person in Charge: _____

Organization

Name:

Facility Use & Rental Agreement Revision Date: _____

11. RENTAL AGREEMENT

I hereby apply for a Palmer Creek Lodge Community Event Center Use Permit. I have read, understand and agree to comply with all rules and regulations set forth herein or attached hereto. I further pledge that I am of legal age and will be personally responsible for the care of the facility during its use. Further, I will be responsible for the repair or damage to equipment or the facility should any occur and for the replacement of any inventory or equipment lost or damaged during the use for which I have accepted responsibility for our organization/group/individual to the satisfaction of the City. If these damages exceed my deposit, I understand that I will be charged and must pay all damages. I further understand that this permit is revocable at any time, that the permit is not transferable and failure to abide by all the rules and regulations set forth in the Facility Use and Rental Agreement document may cause forfeit of my deposit. I also understand that the rental rate, rules and regulations are subject to change without notice.

I hereby certify that I have homeowner's/renter's/business insurance coverage and agree to reimburse and hold the City of Dayton, its officers, agents, employees, and the Dayton City Council harmless from any and all liability, claims, causes, actions, suits, loss, damage, or expense of any kind or description which may be claimed against or incurred by the agents or invitees and shall indemnify the City of Dayton against and hold the City of Dayton harmless from same, including attorney fees, which may arise out of, or be connected with, or result from the use of the Community Event Center or equipment during the period of reservation. It is understood that the City assumes no responsibility whatsoever for any property placed in a City facility in connection with this event, and the City hereby is expressly released from any and all liability and any loss, injury or damage to persons or property which may be sustained by reason of group use.

I further agree that I shall abide by all federal, state and municipal equal opportunity laws and regulations prohibiting discrimination. *(Please sign in the presence of a City of Dayton Staff Member).*

Applicant's Signature

Date

City Staff Signature

Date

