

**CITY OF INDEPENDENCE  
EVENT CENTER  
Facility Use Agreement**

Welcome to the City of Independence Event Center (hereinafter "Center"). 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. Facility Use Fee.** The use fee for the contracted room(s) is due in full thirty (30) days prior to the date of the contracted event in an acceptable form of payment agreed upon during the initial booking. For events booked less than thirty (30) days in advance, all fees (including all deposits) are due with the signed contract.

**A2. Facility Use Deposit and Payment.** A 50% deposit of the facility use fee is required with the signed copy of your Facility Use Agreement to guarantee your reservation.

The deposit is non-refundable in the event of a cancellation. The remaining balance is due at least thirty (30) days prior to your event. Failure to pay the remaining balance at least thirty (30) days prior to the date of the contracted event will result in forfeiture of the reservation and deposit.

**A3. Security Deposit.** A Security Deposit is required with the signed contract for damages incurred to the Center by the client or the client's guests or vendors. The deposit is 50% of the Facility Use Fee up to \$500.

**A4. Cleaning Deposit.** A refundable cleaning deposit of \$100 is required to be paid at the time of booking. The Client is expected to remove all decorations, claim all belongings and deposit garbage in receptacles provided, cleaning the facility to its pre-use condition. The Center is not responsible for personal belongings left on the premises. In the event that the above requirements are not met or excessive cleaning is required, this cleaning deposit will be forfeited.

**A5. Kitchen Deposit.** If using the catering kitchen, a refundable deposit of \$100 is required to be paid at the time of booking. The Client is to make sure the caterer removes or places in garbage receptacles all food and food service items, including bussing of all tables, and cleans the catering kitchen to its pre-use condition. In the event that the above requirements are not met or excessive cleaning is required of the

catering kitchen, this kitchen deposit, or a portion thereof as determined by the Center, will be forfeited.

**A6. Late Fee.** A late fee of \$100 shall be charged against the security deposit if any of the insurance certificates, caterer information or other documents required by this agreement are submitted less than fourteen (14) days prior to the event. In the event that the documentation is submitted, but is not sufficient, such late fee shall be imposed if the proper information is not resubmitted within seven (7) days of the event.

**A7. Cancellation.** In the event of a cancellation, the use deposit will be forfeited.

## **B. SITE USE POLICIES.**

**B1. Facility Manager.** A Facility Manager will be on-site during the entire set-up, event time, and clean-up of the event. The Facility Manager is the facility's main point of contact between the Client and all in-house set up staff. The Facility Manager may be called upon to answer questions regarding logistics from the time that the Client signs the Facility Use Agreement and pays the initial deposit.

**B2. Set-up.** All space design details must be worked out with the Facility Manager no less 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 posted maximum occupancy.

**B3. Decorations.** The Center does not allow any of the following on the premises:

- **Confetti-** Rice, birdseed, confetti, bubbles or glitter are not allowed indoors or outdoors.
- **Candles-** No open flames are permitted. Candles may be used as long as all flames are enclosed by a non-flammable container.
- **Adhesives-** All signs, banners, displays or decorations are subject to prior approval by the Facility Manager. **No nails, hooks, tacks or staples may be used on the walls of the facility. Only masking or painter's tape are permitted for affixing the aforementioned items.**
- **Flowers-** No loose fresh or dried flower petals are allowed. The use of synthetic flowers is permitted, but must be properly cleaned-up at the conclusion of the event.
- **Explosives-** Fireworks, fog/smoke effect machines, explosive effects (including sparklers) are strictly prohibited. The Facility Manager 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 threat to the safety of others.
- **Hay/Straw** – No hay or straw is allowed.

**B5. Contracted Services.** The Facility Manager must be informed fourteen (14) days in advance if service personnel are being contracted by the Client to allow time to arrange for access to the facilities for delivery or pick-up of items. The Center will not provide storage of items unless specifically agreed to in writing. Written notification (email or letter) of deliveries or pick-ups must be provided in advance for scheduling purposes.

**Except for catering services (see Section B6 below), the Center does not have recommended, preferred or required contracted services or businesses. You may choose any person, business, vendor or event coordinator that you wish.**

**B6. Catering.** The Center will provide a list of Caterers which are the sole food and beverage providers for the facility. The Client may contract with any of these caterers and will be responsible for all communication with the vendor regarding event logistics. Private groups will be allowed to bring in food potluck style. Arrangements may be made to serve alcohol at the discretion of a qualified caterer (please refer to the list of Caterers for those that have OLCC licensed servers on staff). Corkage fees may apply and all policies regarding alcoholic beverages outlined in the Safety Policies Section must be upheld. The Caterer will be required to check-out with the Facility Manager at the conclusion of the event to ensure proper clean-up of the kitchen facilities.

**B7. Audio/Visual Equipment.** The Center's Audio/Visual equipment may be made available for an additional equipment use fee or you may use a different provider. **et.**

**B8. Parking.** Parking at the Event Center is limited. Overflow parking is available at the Public Library and Theatre .

**B9. Lobby.** Client is not permitted to use the lobby for any purpose other than placement of a directional sign. This lobby is for use as an egress in the event of an emergency.

## **C. SAFETY POLICIES.**

**C1. Hazardous Materials Prohibited.** The 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. Illegal substances, firearms or other weapons are strictly prohibited. Police will be notified if anyone is found possessing illegal substances or weapons on Center grounds.

**C2. Security.** The Center may require the hiring of a minimum of one security officer for events where alcoholic beverages are being served. This policy will be enforced at the discretion of the facility center manager and will depend on the type and size of the event.

**C3. Alcohol.** All alcoholic beverages must remain within the contracted area. **The Center and the Oregon Liquor Control Commission (OLCC) strictly prohibit guests from serving their own alcohol and/or bringing any alcoholic beverages onto the Center property.** The Client will be required to use an OLCC licensed caterer if alcoholic beverages are being served (please reference the list of Caterers for those that have OLCC licensed servers on staff). The Client will be responsible for obtaining a copy of the OLCC event permit from the caterer to be given to the Facility Manager at least fourteen (14) days prior to the event. The Center will not permit the serving of alcoholic beverages to anyone under the age of 21 or visibly intoxicated persons.

**C4. Smoking.** The City of Independence Event Center is a non-smoking facility. Smoking is prohibited both inside the building and anywhere on Civic Center property including the parking lot.

#### **D. USE FEES.**

**D1. Booking and Non-Profit Discount.** The City of Independence Event Center will be booked on a first come, first paid basis. A discount will be extended to all local non-profits and community groups. (Please see pricing brochure for details.) All other Clients including City employees, community organizations, corporate groups and individuals will be booked with equal consideration.

**D2. Non-Exclusive Use.** The Center and other parties shall have the right to occupy or permit the use of any portion of the facility not granted to the Client under this agreement to any person, firm or entity regardless of the nature of the use of such other space.

**D3. Hours of Use:** The hours of the event are to be selected by the Client and scheduled with the Facility Manager. The facility is available for use daily between 7:00AM and 12:00AM (midnight). The event must be cleaned up on or before the scheduled end time or the Client will incur the hourly rate for the room rental and any Center Staff personnel hourly charge for every hour the Client stays past the contracted time. There shall be no refunds for events ending prior to the scheduled end time. All events must be completed by midnight and must check out with the Facility Manager.

**FEE SCHEDULE:**

Please see pricing brochure for details on pricing.

**D4. Equipment Available.** The Center provides only tables and chairs. The Center has the following tables and chairs available:

- 265 Chairs
- 30 6' Training Tables
- 8 6' Banquet Tables
- 8 60" Round Tables

**D5. Additional Equipment Use Fee.**

**List:**

- Screens
- Desk microphones
- Hand held wireless microphone
- Wireless headset microphone
- WIFI

**E. GENERAL PROVISIONS.**

**E1. Damages.** The Client agrees to pay the Center the reasonable value of the cost of repairing or replacing damage to the facility, the facility's furnishings, or the grounds of the Center caused by the Client or their employees, agents, sub-contractors, exhibitors or guests. By signing this agreement, the Client assumes full responsibility for all persons connected with the Client's use of the authorized area(s). Should the damages exceed the security deposit, the Center will bill the client based on the cost of repairing or replacing damage to the facility.

**E2. Insurance.** The Client shall, at its 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 name as additional insured: "City of Independence OR" and

“Greater Independence Incubator Program” You must provide the Center with a certificate of insurance evidencing such insurance at least (30) days prior to the date of the contracted event.

**E3. Indemnification and Hold Harmless.** Client shall be responsible for and shall pay and discharge any and all claims of any nature whatsoever under this agreement. Client shall indemnify, defend and save harmless the City, and its officers, agents, contractors and employees for and against any and all loss damage, injuries, action, cause of action, or liability of any kind whatsoever resulting from or arising out of the condition of the Facility, and all operations, activities, or undertakings of Client or any of the Client’s guests, employees, agents, volunteers, or independent contractors. Notwithstanding the above, if City directly authorizes an activity by any party other than the Client during the period of this agreement, this paragraph shall not apply to claims arising out of that activity.

**E3. Force Majeure.** The parties’ performance under this Facility 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 Facility Use Agreement. Either party may cancel this Facility Use Agreement for any one or more of such reasons upon written notice to the other party.

**E4. No Damages for Cancellation.** Should Client’s event be cancelled by the Center due to any reason set forth in this Agreement, or for any other reason beyond the control of the Center, Client agrees and understands that other than refund of all use fees, the Center shall not be liable for any damages or charges whatsoever. Acceptance of the full refund will fully release and satisfy any and all claims, damages or charges, direct or indirect, against the Center.

Please read these terms carefully, any violation of this agreement will result in the event being immediately cancelled and forfeiture of all use and event fees and charges.

I have read, understand and agree to comply with the policy established by the City of Independence for use of the City of Independence Event Center, as set forth in this Facility Use Agreement. I agree to hold the City of Independence and Marie Trucco from any and all liability for injury to persons or property as a result of the use of this facility. I will make restitution for any damage incurred during room use. I am of legal age and have the authority to sign this Agreement on behalf of the organization, if any, intending to use the facility.

Client

City of Independence (City Manager)

Accepted by \_\_\_\_\_  
Print Name

Accepted by \_\_\_\_\_  
Print Name

Accepted by \_\_\_\_\_  
Signature

Accepted by \_\_\_\_\_  
Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

**Please make checks payable to:**

City of Independence  
**Please mail checks and contracts to:**  
**Marie Trucco, Event Facility Manager c/o**  
**City Of Independence**  
**P.O. Box 7**  
**555 S. Main Street Independence OR 97351**

* * * Office Use Only * * *	* * * Office Use Only * * *	* * * Office Use Only * * *
<b>EVENT CENTER USE AGREEMENT HAS BEEN:</b>		
		DENIED <input type="checkbox"/> APPROVED <input type="checkbox"/>
Approved By: _____	Print Name: _____	Date: _____
Facility Use Fee: _____	Cleaning Deposit: _____	Security/Damage Deposit: _____ Kitchen Deposit _____
Additional Rentals: _____		
Staffing Fee: _____	Other: _____	Total Due: _____
Facility Use Fee and Deposits Paid: _____	Date: _____	Amt: _____ Rcpt No: _____
Room Assigned: _____	Insurance Certificate Received: _____	Date: _____
Caterer Info Received: _____	Date: _____	Alcohol Caterer Info Received: _____ Date: _____