

Pringle Community Hall Permit and Agreement

RETURN COMPLETED FORM TO:

City of Salem
Customer Service Center
440 Church Street, Floor 5, Salem, OR 97301
503-588-6261 • Fax: 503-584-4680
parksandrecreation@cityofsalem.net • **After hours/weekend contact: 503-588-6311**

INSTRUCTIONS: Read all pages of this agreement. Fill in all blanks. **Set-up and clean-up times must be included in the reservation hours.** This agreement is authorized only after all signatures are made and full payment is received.

KEYS: To pick up the keycard for your reservation, visit the Customer Service Center, 440 Church Street, Floor 5, Monday – Friday, 8:00 a.m. - 5:00 p.m., excluding holidays. To return the keycard, place it in the drop-box by the east exit door inside of Pringle Community Hall.

LOCATION REQUESTED

Pringle Hall

Entire Facility Large Activity Room
Small Meeting Room Special Use Area _____

EVENT INFORMATION

Date and Days Requested: Date(s) _____ Day(s) _____

Set-up Start Time _____ a.m. p.m. **Clean-up End Time** _____ a.m. p.m.

Note: Key-card access to the facility activated/terminated at the exact times listed above.

Event Time _____ a.m. p.m. to _____ a.m. p.m.

Name of Event _____ **Number Attending** _____

Food? Yes No Catered? Yes No Name of Caterer _____

Alcohol? Yes No If yes, who will provide? _____

Amount of alcohol served per person? _____

Note: Alcohol content of all beverages must be 14 percent or less, is only allowed at reservable park facilities, and must stay within 100 feet of reserved area. Private reservations may not have kegs or pony kegs.

Music/Speaker? Yes No Amplified? Yes No

Time: from _____ a.m. p.m. to _____ a.m. p.m.

Type of Sound: Boom-box Karaoke Live Band DJ Other _____

Note: Where alcohol and amplified sound are present, private security services may be required.

Admission? Yes No Fund-raiser? Yes No

If yes, how much? _____ If yes, for whom? _____

Will this event be advertised to the general public (poster, radio, newspaper)? Yes No

Permittee Requests To:

- Erect Tents/Canopies, How Many _____
- Size _____ Sides _____ Staked _____ Weighted _____
- Bring in Inflatable Play Structure(s)
- Use Private Security
- Place Dumpster(s) on Site
- Deliver Chemical Toilets
- Use Directional Signs/Markings

Permittee Requests that City Staff:

- Provide Podium
- Provide Easel
- Perform Irrigation Locate

Other Special Requests (please explain):

Do you desire to meet with a City staff person the day of your event? Yes No Time _____

I hereby certify that I am an authorized representative of the organization noted below, and that the above statements are true to the best of my knowledge. I have read and agree to be bound by the regulation and policies on pages 3-4 of this agreement. I understand that violation of any of these agreements may result in forfeiture of deposit, jeopardize further use of the facility, and result in immediate termination of event. I (and the organization I represent) agree to indemnify, defend, and hold harmless the City of Salem and their officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses, including legal fees arising from or in connection with activities during the term of the facility use agreement.

Permittee Name _____ Organization _____

On-site Contact Name _____ Phone _____

Address _____ City, State, Zip _____

Email _____ Home/Message Phone _____

Signature of Applicant _____ **Date** _____

OFFICE USE ONLY

Alcohol Use Approved	Yes	No	Processing Fee	\$ _____	
Chemical Toilets	Yes	No	Rental Fee	\$ _____	
Dumpster	Yes	No	Alcohol Fee	\$ _____	
OLCC Permit Required	Yes	No	Sound Fee	\$ _____	
Sound Permit Approved	Yes	No	Security/Cleaning Deposit	\$ _____	
Certificate of Insurance Required	Yes	No	Other	\$ _____	
Security Services Required	Yes	No	TOTAL	\$ _____	
			Cash	Check	Visa/MC

Folder Number _____

Received by _____ Date _____ Approved by _____ Date _____

PLEASE KEEP A COPY OF THIS FORM AT YOUR RESERVED EVENT

Applicant Public Works Compliance Services

GENERAL RESERVATION INFORMATION

Hours: The hours of the permittee's reservation use are stipulated on the agreement. **The user must adhere to the hours stated on the agreement, including the time necessary for setup and cleanup.** New reservations must be made by noon on the prior business day.

Reservation Changes: Once the permit has been filed, no changes in hours will be allowed less than five working days in advance of the scheduled use, **except in emergency cases.** Such exceptions must be approved by the Public Works Director or their designee.

The City reserves the right to cancel any scheduled or reserved park or facility due to unforeseen circumstances or emergency situations. If the reservation is canceled by the City, the applicant may choose a full refund or request to be rescheduled.

Changes to an existing reservation may result in a processing fee.

Refunds/Forfeiture of Fees: If a permit cancellation is made 30 days or more in advance of the reservation date, all fees except the processing fee will be returned to the permittee. This refund may take 4-6 weeks to process.

If a permit cancellation is made less than 30 days before the reservation date, all fees shall be forfeited.

No refunds will be granted on or after the date of scheduled use, whether or not the facility was used.

Liability: Depending on the type, size, and nature of the activity, the City may require the permittee to provide proof of insurance in an amount specified by the City's Risk Manager.

All persons and groups to whom this permit has been granted must agree to hold harmless and indemnify the City of Salem from any and all liability for injury to persons or property occurring as a result of this permit's activity, and agree to be liable to said City for any and all damage to any park, facility, building, equipment, and furniture owned or controlled by the City, which results from the activity of permittee or is caused by any participant in said activity.

Each permittee shall be fully responsible for the physical condition in which the facility is left. The expenses resulting from any damage or maintenance that is above the normal level of service shall be charged to the permittee. Failure of the permittee to meet this obligation within 30 days of billing will be cause for cancellation of future privileges, as well as legal action.

NOTICE—Oregon law (ORS 105.682 et seq.) provides that the owner of land is not liable in contract or tort for injury or death or property damages that arise out of the use of the land for recreational purposes. That immunity from liability does not apply if the owner of land charges a fee for permission to use the land. The fee charged for the use of the facility listed on this form is for the use of the facility only. Any use of property located outside of the facility is not subject to charge, and therefore, the City of Salem is not liable for any injury, death, or property damage arising out of such use of property for which no specific charge has been made.

Security Services: Depending on the type, size, and nature of the event, the City may require the permittee to provide on-site security services. The number of security personnel will be determined by the City. The permittee will provide the City with a copy of the contract for on-site security services no later than sixty (60) days before the event. The contract for on-site security services must contain the following provisions:

Compliance with Facility Use Permit and Agreement. The security firm will comply with all requirements of this permit.

Indemnification. The security firm will indemnify, defend, save, and hold harmless the City of Salem, its officers, agents, employees, and volunteers from all claims, suits, or actions of whatsoever nature arising from or arising out of the activities or omissions of the security firm, its subcontractors, agents, or employees under the security contract with permittee.

Insurance. The security firm will obtain and maintain a policy or policies of Commercial General or Comprehensive General and automobile liability insurance, which may not be canceled without 30 days notice to the City. The insurance limits will not be less than \$2,000,000 per occurrence for personal injury and property damage. The security firm will have the City, its officers, agents, employees, and volunteers named as additional insured. The security firm will supply the City with a certificate of insurance listing the coverage and other requirements set out above.

No Agency. The security firm certifies that it is an independent contractor of the permittee and is not an employee, contractor, or agent of the City of Salem.

If permittee fails to provide the City with a copy of the on-site security services contract prior to the event, or the contract fails to set out the required provisions, then the City may terminate the Pringle Hall Permit and Agreement. In the event the security firm fails to perform and City services are required as a result, the permittee will be billed for the City-related services.

Alcohol: Alcoholic beverages must have an alcohol content of 14 percent or less, be packaged in less than kegs, and may be consumed only inside Pringle Hall.

Insurance: Under certain conditions, the permittee will be requested to provide a *Certificate of Insurance*, OLCC permit, or both. Where insurance is required, it must be comprehensive or commercial general liability endorsed for alcohol liability, be not less than \$2,000,000 combined single limits, name the City of Salem, its officers, agents, employees, and volunteers as additional insured, and be evidenced by a *Certificate of Insurance* approved by the City Risk Manager or his/her designee.

Sound Equipment/Noise: Use of amplified sound equipment must receive prior approval from the Public Works Director or his/her designee and may require a Sound Permit. Sound that disturbs others or that exceeds maximum decibel levels under City Ordinance is not permitted.

Violations: Any person(s) or reservation group in violation of any applicable Oregon law or any ordinance or regulation pertaining to parks adopted by the City of Salem shall be subject to ejection from facility and to any and all available civil and criminal remedies.

Cleanup: Reservation groups are expected to ensure that the facility is clean and all garbage is deposited in appropriate dumpsters. *Please see the next page for complete list of closing procedures.*

Discrimination: The City of Salem values all persons without regard to race, color, religion, national origin, sex, age, marital status, domestic partnership, disability, familial status, sexual orientation, gender identity or source of income. If you believe that you have been discriminated against in a program, activity, or facility or you desire further information, please contact the Public Works Department at 503-588-6261.

ACKNOWLEDGMENT

Please initial here to verify that you have read and will abide by the terms put forth in this document.

Initial _____

PRINGLE COMMUNITY HALL GUEST CLOSING PROCEDURES FORM

Customer Number: _____
 Permittee Name: _____
 Date of Rental: _____
 Time of Rental: _____
 Key #: _____

Complete the following closing procedures:

Cleaning supplies are located in the cupboard inside the table/chair storage closet near the east door.

Small Meeting Room/Large Activity Room

- Tables cleaned, stacked face-to-face, and returned to storage closet.
- Chairs stacked and returned to storage closet.

Kitchen

- Kitchen counters wiped clean.
- Refrigerator/freezer emptied and wiped clean.
- Microwaves wiped clean, inside and outside.
- Sinks and appliances wiped clean.
- Oven/stovetop wiped clean, inside and outside.
- Other appliance such as coffee pots cleaned.

Restrooms

- All trash placed in the outside garbage area at the end of the northeast hallway.
- Toilets flushed.

Entire Facility

- Sound system turned off.
- All trash placed in the outside garbage area at the end of the northeast hallway.
- Garbage Key has been returned to the hook.
- All floors are clean. Spills are swept and mopped.
- Appliances, fans, and lights are turned off.
- All doors are completely closed and secured.
- All personal items are removed.
- Place key and Closing Procedures Checklist in the Drop Box.

Permittee acknowledges a portion or all of the security deposit may be withheld: if there is any damage to the facility or facility amenities, if the facility is not completely cleaned and garbage placed in designated receptacles, and/or if the permittee does not adhere to the reservation hours stated on the Pringle Community Hall Permit and Agreement (including the time necessary for set up and cleanup.)

FOR STAFF USE ONLY:

Yes	No	Notes
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- | | | |
|--------------------------|--------------------------|--------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Customer Completed Checklist |
| <input type="checkbox"/> | <input type="checkbox"/> | Damage Pictures Attached (if needed) |
| <input type="checkbox"/> | <input type="checkbox"/> | Damage Report Completed (if needed) |

Use the back of this sheet for any additional notes.

Parks Staff Name: _____

Date: _____ **Time:** _____

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- All doors are completely closed and secured.
- All personal items are removed.
- Place key and Closing Procedures Checklist in the Drop Box.

- Security Deposit Refund Approved

By: _____

Place this completed form in the Drop Box located by the east exit of Pringle Community Hall to initiate the security deposit refund process.