

FACILITY RENTAL GUIDELINES & REGULATIONS

GENERAL

- 1. All Marjorie Stewart Community Center facility rentals must be pre-approved by City of Sherwood staff. A Facility Use Contract will be issued upon review and approval of a submitted Facility Rental Application. Facility Use Contracts may be revoked at any time at the discretion of the Marjorie Stewart Community Center Manager, for violation of any of the following rules and regulations.
- 2. The Facility Rental Application must be completed and signed by an adult, age 21 and over, who will attend, supervise, and be responsible for the entire rental period. Proof of residency or non-profit status is required at the time of application in order to receive the resident or non-profit rate.
- 3. Facility Use Contracts are non-transferrable. Sub-letting of rented space is prohibited.
- 4. Facility Rental Applications will be accepted up to 12 months in advance. Applications must be received at least 10 business days prior to the requested rental date.
- 5. The Marjorie Stewart Community Center reserves the right to request final approval of all promotional materials for public events occurring in the facility.
- 6. Storage space is not provided for facility renters.
- 7. Any intended use of outside vendors must be disclosed in the application and, if permitted, shall comply with insurance procedures as required by the City of Sherwood.
- 8. The posted occupancy of City facilities shall not be exceeded at any time.
- 9. Smoking is prohibited in all City facilities, including restrooms, and within 25 feet of all entrances.
- 10. Only certified, on-duty service animals are allowed in the facility.
- 11. Exits must remain unobstructed at all times in order to provide safe egress in the event of a fire or emergency. Do not block staircases, ramps, doors, or any other designated areas of egress.
- 12. Administrative areas are not included in any rental. This includes City of Sherwood offices and closets as well as The Butterfly Boutique. Use of lobby desk as well as materials and area on and behind lobby desk and staff door is not allowed to renters. No renters are to enter administrative areas during rental period.

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EVENT SUPERVISION

- 1. The applicant must be present during the entire rental period and must be available to City staff.
- 2. For all facility rentals involving youth ages 17 years and under, there shall be at least one adult for every 20 minors, who shall remain in the facility rental area for the duration of the activity.
- 3. Minors must remain in the rented facility room and shall not be allowed to roam unattended.

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EQUIPMENT, SET UP, AND DECORATIONS

- 1. Setup, breakdown, and cleaning must be done within the contracted rental period.
- 2. The moving of any equipment, or non-rental furniture is strictly prohibited. Any violations may result in the forfeit of the rental deposit.

- 3. Nails, staples, tacks, and strong adhesive tape may NOT be used on any surface in the facility. Any damage resulting from the use of these products will result in the renter being charged fees to cover the damage.
- 4. No flammable materials, such as candles, are allowed in the facility.
- 5. No excessively messy products, such as silly string, bubbles, rice, or birdseed are to be used within the building or outside the facility.
- 6. Banners, or other large signage, may not be attached to the outside of the building. A-frame (sandwich board) signs are recommended. City staff reserves the right to request final approval of all promotional materials for events occurring in the facility.
- 7. City staff is not permitted to move any equipment or furnishings supplied by the applicant.
- 8. Due to limited space, storage of outside rental equipment will not be permitted.

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FACILITY CLEAN UP

- 1. Renter agrees to return all rented spaces to their initial condition by the end of the rental period. If the facility requires additional janitorial service after the rental, including, mopping, cleaning of furniture, or garbage removal, renter agrees to pay the cost of the additional services.
- 2. The City of Sherwood provides a limited amount of trash receptacles per room. Renters are responsible for providing any additional garbage and recycling receptacles to accommodate the needs of their event. After their event, renters are responsible for moving all garbage and recycling to the outside dumpster.
- 3. Food, beverages, or any other items left in the facility after the rental period will be disposed of.

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USE OF ALCOHOL

- 1. The service or consumption of alcoholic beverages shall be in compliance with all applicable laws, including OLCC regulations. Any organization using City facilities shall be solely responsible for obtaining all permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.
- 2. Alcohol must be served by a licensed OLCC server.
- 3. Service and consumption of alcoholic beverages is restricted to the approved rented areas.
- 4. Alcohol may only be served and consumed by adults 21 years of age or older. If evidence is found that alcohol is being served without prior authorization by the City of Sherwood, or to a minor, the Police will be notified and the event will be terminated and all fees and deposits will be forfeited.
- 5. Alcohol is not allowed when an event is designated for minors, such as school age award programs, birthday parties, and/or receptions.
- 6. The City shall require the applicant to carry general liability insurance of \$2,000,000 when alcohol is available, but not sold and name the City of Sherwood as an additional named insured. The City shall require a full liquor liability <u>premium</u> policy, in addition to general liability insurance of \$2,000,000 and name the City of Sherwood as an additional named insured, when alcohol is sold in exchange for money. The facility renter is responsible for the full cost of the required liability insurance and will be required to show proof of coverage.

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FEES, DEPOSITS, AND CANCELLATIONS

- A fully refundable security deposit is required for all rentals. In order to secure a facility rental, the
 security deposit, must be submitted. The City of Sherwood will charge against this deposit if the
 facility use time exceeds the contracted rental period, if the facility is not adequately cleaned by the
 end of the rental period, or if damages occur during the rental period. The renter will be responsible
 for all additional charges that exceed the deposit amount.
- 2. The remaining balance of the facility rental fee is due no later than 30 days prior to the rental date. If the booking occurs less than 30 days prior to the event date, full payment will be required at the time of booking.
- 3. Setup, breakdown, and cleaning must be done within the contracted rental period. If facility use time exceeds the rental period stated on the contract, additional fees will be charged in one-hour increments. Additional charges will be deducted from renter's deposit or, if additional charges exceed deposited amount, the renter will be charged.
- 4. Renter agrees to return all rented spaces to their initial condition by the end of the rental period.

 Basic cleaning after an event is the responsibility of the renter and must be done during the contracted rental period. If the facility requires additional janitorial service after the rental, including but not limited to returning furniture to its place, vacuuming, mopping, or garbage removal, renter agrees to pay the cost of the additional services.
- 5. Cancellation of facility rentals prior to 30 days before the rental date shall receive a full refund of rental fees paid. Cancellation of facility rentals within 30 days of the rental date will forfeit all deposits collected. Cancellation within 48 hours of the rental date forfeits all rental fees.

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LIABILITY

- 1. The renter 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, the rented facility by the City of Sherwood's agents, officers, employees, associates, friends, or acquaintances. Renters shall indemnify and hold harmless the City of Sherwood, including 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 there from.
- 2. Applicants acknowledge that the City of Sherwood does not assume any liability for any injury, loss, or damage of personal property. The City of Sherwood requires the renter to furnish a Certificate of Insurance, naming the City of Sherwood as additionally insured. The amount of the insurance shall not be less than \$2,000,000 per occurrence of general liability insurance.
- 3. Private events or activities with less than 50 participants, and no alcohol involved, will not be required to furnish a Certificate of Insurance unless the use of the kitchen is included in the rental. If use of the kitchen is included in the rental, the City of Sherwood requires the renter to furnish a Certificate of Insurance, naming the City of Sherwood as additionally insured. The amount of the insurance shall not be less than \$2,000,000 per occurrence of general liability insurance.
- 4. A Certification of Insurance (COI) must include City of Sherwood 22560 SW Pine St Sherwood OR 97140. In the comments section they need to Name the City of Sherwood, its Elected and Appointed Officials, Officers, Agents, Employees, and Volunteers as Additional Insured.

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I hereby knowingly and willingly assume any and all responsibility for, and assume the risk of any and all injury or damage to my person or my dependent child that might arise directly or indirectly as a result of participation in activities or use of the Marjorie Stewart Community Center. I hereby expressly release, discharge, indemnify and save and hold harmless from any liability, causes of action including negligence, claims, and demands and damages of an kind, the City of Sherwood, and all employees and volunteers in their capacities as representatives of the City of Sherwood, its directors, officers and agents. It is my intention by signing this release that the same is binding not only on me, but my heirs, administrators, executors, successors, and assigns.

I have read, understand, and agree to all of the above facility rental rules and regulations in its entirety. I understand that non-compliance with these regulations may result in the cancellation of my facility rental and/or the forfeiture of all fees and deposits I have paid.

X	Date:
Renter's Signatu	ıre
Printed Name:	
Address:	
Email:	
Phone:	