

**POWELL BUTTE FARMERS CLUB, INC. (PBFC)**  
**POWELL BUTTE COMMUNITY CENTER**  
**POLICY/RENTAL AGREEMENT**

**1. On behalf of the below named** organization, group, company or individual (Agent/Applicant), the undersigned (Agent/Applicant) does hereby request that the community center facility be reserved for its use for the dates and purposes as stated on the Rental Application and/or phone request. On behalf of the below named organization, group or individual, I, as Agent/Applicant, agree to all of the following terms and conditions together with all other written rules and policies adopted by PBFC which govern the facility. The undersigned understands the Rental Application and/or telephone request is subject to approval by PBFC. If the request is approved, the pertinent application and/or rental agreement shall become binding between the undersigned and PBFC. If the request is not approved by PBFC, all fees (except application fee) and deposits that have been paid will be refunded within ten (10) days.

**2. The Agent/Applicant will complete** a Rental Application Form to indicate the date, time and services of the facility needed. A non-refundable Processing Fee of \$50.00 is required to reserve the Main Hall and/or combined Alcove/Kitchen area. If the Processing Fee is applicable your date will not be placed on the calendar until this fee is paid. Requests for use or rental of the facility will be handled on a first-come, first-served basis, subject to designated priorities. The Deposit(s) plus the **signed Policy/Rental Agreement** must be received to hold the reservation. **The due date is ten (10) days after Policy/Rental Agreement has been sent to you. If the rental application is submitted less than thirty (30) days for the requested event, then all fees, deposits and Rental Requirements as outlined in the Agreement are due immediately. In particular, any alcohol serving events must have security arrangements in place.** After the event, PBFC will hold the deposit for a minimum of seven (7) days. If problems are found, the deposit will be held until the situation is corrected. However, correction(s) must be made as soon as possible by the Agent/Applicant, so as not to conflict with future bookings.

**3. Full refunds will be given** on the rental fee and deposit for cancellations made at least **thirty (30) days** prior to the event (the \$50.00 processing fee, if applicable, shall be retained by PBFC). If cancelled less than **thirty (30) days** prior to the event, only the Rental fee / Alcohol security deposit will be returned. PBFC shall retain 50% of the general Deposit fee, or retain 100% if cancelled within **ten (10) days**. Any remainder will be returned.

**4. Organizations using the facility periodically** (weekly, monthly, etc.) shall fill out a Rental Application Form to cover a six (6) month period. The known dates and times of use for the six (6) month period should be included with the application. If reserving the Main / Hall / Kitchen / Alcove the \$50.00 Processing Fee will apply. The application fee, if applicable & full deposit amount shall be paid before PBFC will put the event(s) on the calendar. If any part of the deposit is used for damage, cleaning, etc., the deposit must be brought back up to the original amount by the Agent/Applicant. The Rental Fee for each use should be paid at the beginning of each month of use unless prior arrangements are made with PBFC. Rental rates are negotiable for those applicants using the facility on a regular basis for a specified event. Any group with a special long term rental agreement will pay the regular rental rate if they conduct a larger than normal or different type of event other than agreed to in the six (6) month period. At the discretion of the PBFC Board, a separate deposit will not be charged as long as PBFC retains the original deposit amount.

**5. No Alcoholic Beverages** of any kind are to be sold, brought into or consumed on or around the premises without prior approval of the PBFC Board of Directors. If approved by the board and there is a charge for alcohol (either through tickets sales to the event and/or a charge at the bar) you must obtain a "Temporary Sales License (TSL) from the Oregon Liquor Control Commission (OLCC). You can obtain an application from OLCC from their web-site at [www.olcc.state.or.us](http://www.olcc.state.or.us), or

call the Bend field office, which is located at 20360 Empire Ave. B-3, at 541-388-6292, ext. 21. The OLCC charges a fee for this license. In addition for all events serving alcohol, a **Homeowner's or Business Insurance Certificate** is required showing PBFC as "Additional Named Insured". The certificate must show that their policy will cover any damages above and beyond the cash deposit. **In addition, Security must also be provided for the event, and the security agent must be licensed and bonded. Important - You MUST provide:** #1 a copy of the Temporary Sales License (TSL) #2 the Homeowner's or Business Insurance Certificate #3 Proof of Contract for security to PBFC within thirty (30) days prior to the event. **Otherwise, the Event is subject to Cancellation.**

**6. Smoking & Illegal Activities:** The entire building is non-smoking per Oregon law. Illegal drugs are not permitted in the building or on the grounds. No gambling of any kind shall be allowed except lawful games sponsored by licensed local organizations. Caterers must be licensed by the state and/or county and provide a copy of current caterer's license to PBFC prior to the event. If food is to be sold at the event, Agent/Applicant must obtain a food handler's permit.

**7. The use of this facility** will be solely for the activities stated within the Rental Application and/or phone request. The Agent/Applicant renting the facility may not assign this agreement, nor rent or sublet any part of the premises, nor make any alterations thereto, without the written consent of the PBFC Board of Directors. Upon violation of this provision, applicant shall forfeit all amounts paid and shall be liable for any damage to the building and grounds.

**8. The Agent/Applicant is responsible** for setting up and taking down tables, chairs, and any other equipment used. The Agent/Applicant is responsible for leaving the Main Hall, Kitchen/Alcove and/or Meeting Rooms and equipment in as good or better condition than found. All chairs, tables, equipment, cleaning supplies, etc. must be moved or rearranged to their original location at the end of the event. Do not slide tables or chairs across the laminate flooring. If the floor is scratched or otherwise damaged, you will be assessed costs to repair. Any equipment, furniture, supplies, etc. brought to the building by the renter shall be removed at the end of each event. PBFC will not store or be responsible for equipment, furniture, etc. other than that provided with the rental of the building. Refer to the addendum "Use of Facility".

**9. The Agent/Applicant is responsible** for emptying all trash from the cans provided (main hall, kitchen/alcove, bathrooms, including women's restroom stalls, and/or meeting rooms). The Agent/Applicant is responsible for removing all trash from the building and grounds. New trash can liners shall be provided by PBFC and are to be placed in the empty trash cans by the Agent/Applicant. The grounds outside the building should be left in as good or better condition than found. Trash and dead cigarette butts should be picked up and removed from the property along with the trash from inside the building.

**10. If the Agent/Applicant uses** the Kitchen/Alcove Facilities, this area is to be left in the condition it was found prior to rental. This means cleaning and wiping out the sink, counters, stove, refrigerator, tables, chairs and sweeping & mopping the floor. **Liquid spills on carpeting or laminate flooring, including the bathrooms, are to be cleaned up immediately using paper towels. No oil-based products are to be used on the laminate flooring (Main Hall/Kitchen/Alcove/Bathrooms). If food and beverages were consumed in the building, the laminate flooring should be damp mopped following the "Use of Facility" instructions posted in the building.** If no food or beverages were consumed the Main Hall/Kitchen/Alcove and Bathrooms should be swept and/ or dust mopped. If meeting rooms are used, the carpet should be vacuumed. The Agent/Applicant agrees to reimburse PBFC for any costs above the deposit to clean or restore the building and/or grounds and to replace missing or damaged furniture or equipment following the rental event.

**11. The Agent/Applicant is responsible** for security of the entire facility and grounds. Directions for receiving the key to the front entrance (South) and appropriate meeting rooms will be provided upon receipt of fees and deposits. The Agent/Applicant shall be responsible for

providing whatever security is necessary to secure the building from damage and to keep uninvited guests from gaining access. When the facility is used for events open to the general public, the Agent/Applicant shall have at least one attendant in the building to oversee access and protect the facility from vandalism. Such party may also be the party designated to collect admission fees or tickets, if applicable. Agent/Applicant is responsible for making sure the event ends as scheduled, including clean-up time, and that everyone has vacated the building. Agent/Applicant shall ensure that all lights and appliances are turned off and all windows and side doors are closed & locked before locking up the main entrance doors at the end of the event. Agent/Applicant shall follow directions for returning the key(s) to PBFC as outlined in the confirmation of rental.

**12. The Agent/Applicant consents to law enforcement** entry into the facility and monitoring of agent's use of the facility at any time during the event. No warrant shall be required for law enforcement entry and search of the facility, and no probable cause shall be required for law enforcement entry and search of the facility. The Agent/Applicant waives any claim to have a reasonable expectation of privacy in Agent/Applicant's use of the facility.

**13. Adults must stay on the premises** with children. If children are waiting for rides, the Agent/Applicant is responsible for remaining until either parents or guardians have picked up the children. Children under 18 years of age must be supervised while in the kitchen area. The Agent/Applicant is responsible for any and all damage or use of private property by any guest, including children. The PBFC is not responsible for childcare during rental agreement activities.

**14. PBFC does not deny access** to the facility to anyone on the basis of race, religion, sex, creed, age, national origin, or political views. Further, permitting any group to use the facility does not imply the endorsement of any such views by PBFC. **The facility may be denied to a specific organization or individual based upon knowledge by PBFC of such groups or individuals being unreliable, causing damage to other public facilities in Powell Butte or other nearby communities or when disruption, damage, theft, or other unfavorable history is recorded from previous use of this facility.**

**15. Decorations: Nails, staples, or tacks may not** be used on the walls, window sills, furniture, chairs or floor of the facility. Flammable materials, i.e., straw bales, trees, candles, etc., must be approved by PBFC no later than one (1) week prior to the event. No silly string, bubbles, rice or bird seed is to be used within the building. If confetti of any type is used, it must all be cleaned up. All decorations must be removed from the building immediately after the event unless prior arrangements have been made with PBFC.

**16. 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. Do not block exit or entry doors with tables, chairs, etc. so they cannot be used in the event of a fire or other emergency where ingress or egress is needed.

**17. Events must be scheduled** no earlier than 7:00 a.m. and remain open no later than 12:00 a.m. unless prior permission is obtained in advance from PBFC.

**18. Agent/Applicant shall be responsible** for any work (damage, cleanup, repair or otherwise) that must be completed to restore the property to a rentable condition, otherwise, repairs and cleaning authorized by PBFC shall be charged at the prevailing rate. These fees shall be deducted from the deposit, and if any additional charges above the deposit are incurred, the Agent/Applicant shall be billed and will have fourteen (14) days to make payment or payment arrangements with PBFC. Any payment arrangements made are to be in writing and signed by the Agent/Applicant & PBFC. If such payment or payment arrangements are not paid as agreed a suit will be brought to secure the balance due.

**19. The Agent/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 Agent/Applicant, officers or employees of the organization or individuals leasing the facility. Agent/Applicant shall indemnify and hold harmless PBFC, including agents, employees and/or 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.

**20. Agent/Applicant shall be responsible** to ensure that the occupancy is limited to what was stated in the Application/Agreement. Exceeding the contract occupancy limit will result in an additional assessment that would normally be paid under the rate schedule, plus a 50% penalty of the additional charge. **Under no circumstances will the Occupancy Limits for the Facility be exceeded.** Occupants of the building will be asked to vacate immediately to reduce the occupancy levels to the facilities stated limits. The safety of all is the primary concerned.

**By signing this agreement I am declaring that I have read, understand and agree to the terms and conditions outlined above.**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and expires at \_\_\_\_\_ a.m./p.m. \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Signature of Agent/Applicant:**

_____	_____	_____
Print Name of (Responsible Agent)	date	Signature
	_____	_____
	date	PBFC Approval Signature

**Powell Butte Farmers Club Inc**  
**Powell Butte Community Center**

**USE OF FACILITY**  
**Addendum**

***Clean up Procedures:***

Brooms, dust mops & vacuum cleaner are located in the storage room (between meeting rooms 2 & 3). Extra trash can liners can be found in the bottom of the cans or in the storage room. Cleaning supplies are under the kitchen sink and/or in the storage room. Mops, buckets and cleaning solution (Mr. Clean, white vinegar, etc.) are in the water heater closet next to the Women's Bathroom.

1. Wipe off all tables & chairs used during the event before storing. Use the spray cleaner provided.
2. If food or beverages were consumed in the Main Hall, Alcove/Kitchen, the floor needs to be damp mopped. Wring as much water out of the string mops as possible as Laminate flooring can be ruined if standing water is left on the floor.
3. Use the **string mops** for the Main Hall, Alcove and Kitchen adding ¼ cup of white vinegar to each bucket of water. The more often the water is changed the better the results. The **rag mop** for the Kitchen & Bathrooms. Do not use any oil based products on the laminate flooring.
4. If no food or beverages were consumed sweep, dust mopped and/or vacuum all floors used during the event.
5. Wipe down sinks and clean toilets in both bathrooms using the appropriate cleaners. Also, wipe out the water fountain.
6. In the kitchen, wipe down counters, inside refrigerator, stove, microwave, ovens & sink with appropriate cleaners, if used.
7. Return all tables, chairs, equipment, cleaning supplies, etc. to their original location. Do not slide tables or chairs across the laminate flooring.
8. Remove any equipment, furniture, supplies, etc. brought to the building at the end of the event.
9. Remove all used trash bags from all trash cans used in the facility during your event. These used trash bags must be removed from the community center property after the event. Additionally, any trash such as dead cigarette butts, paper trash, etc. from the grounds is to be removed.
10. Replace trash bags that were removed with new trash bags. Extra trash can liners can be found in the bottom of each trash can.

***Security:***

1. Agent/Applicant is responsible for making sure uninvited parties do not gain access to the event.
2. Exits shall not be obstructed by tables, chairs, etc. during the event.
3. Agent/Applicant is responsible for making sure the event ends as scheduled, including clean-up time and that everyone has vacated the building.
4. Agent/Applicant must insure all windows and doors are shut at the end of the event.
5. Agent/Applicant is responsible for turning off all lights at the end of the event.

6. Agent/Applicant is responsible for locking up the building.