



Echo Community Center Rental Agreement/Terms & Conditions

Echo Civic, Fraternal and Non-Profit Organizations:

The following organizations shall be allowed to use the community center free of charge, but shall be required to pay a deposit of **\$100** for any function open to the general public that does not include use of alcohol and **\$250** if alcohol is served. They shall also sign an agreement stating that they will reimburse the city for any damages to the facility during their use. If only the stage is used, such as for regular meetings, there shall be no deposit required. Organizations: Parent's Teacher Association, VFW and Auxiliary, Quarterback Club, Garden Club, Echo Methodist Church, Booster Club, Kiwanis, Masonic Lodge, Echo Schools, Fort Henrietta Foundation. **See agreement for requirements for security, liquor, and insurance. Please read full agreement, exceptions will not be granted because you did not read and familiarize yourself with the contract/agreement. Any caterers, the security contractor and/or any agent must be provide a copy of this agreement. No Set up or breakdown for events after 7:30 am or before 5:30 pm Monday through Friday. This does not apply for small events using the stage conference area.**

Weddings & Quinceaneras:

1. All Fees must be paid in advance. **Events must be arranged**, fees paid, agreements signed, proof of insurance, liquor licenses and all documents required must be provided a minimum of **twenty (20)** days before the event.

2. All Weddings and Quinceaneras will be required to have security, at renters expense and approved by the city on hand from the time the event starts until 30 minutes afterward.

Fee: \$750/4 hours + \$60 per hour for each additional hour; Deposit \$750. Kitchen is for warming and set up, it is not for meal preparation. See Alcohol Agreement attached. Liquor must be provided by licensed establishment.

Private & Non-Profits (no weddings or quinceaneras):

The following fees apply for use of the facility for events such as receptions, showers, banquets, and other events by invitation and where no admission fee is charged. All Fees must be paid in advance. **Events must be arranged**, fees paid, agreements signed, proof of insurance, liquor licenses and all documents required must be provided a minimum of **twenty (20)** days before the event

Full auditorium (no alcohol) Groups under 31 people. Minimum \$100 for first three hours plus \$25 per hour for each additional hour. Deposit \$125.

Full auditorium (no alcohol) Groups 31 to 100 people. Minimum \$250 for first four hours and \$40 per hour for each additional hour. Deposit \$300.

Full auditorium (no alcohol) Groups 101 to 295 people; Maximum capacity 295. Minimum \$500 for first four hours and \$50 per hour for each additional hour. Deposit \$500.

Full auditorium (with alcohol) Small private groups under 50 guests, serving beer and wine only, no open bar. Minimum fee of \$200 for the first three hours and \$35 per hour for each additional hour. Liquor must be provided by an OLCC licensed establishment. A copy of the contract & license must be provided.

Full auditorium (with alcohol) groups over 51 guests or serving hard liquor. Minimum \$500 for first four hours and \$60 per hour for each additional hour. Liquor must be provided by an OLCC licensed establishment. A copy of the contract & copy of license must be provided. Deposit \$750.

Kitchen is for warming and set up, it is not for meal preparation

Stage Conference Room: (day-time use only) No alcohol

1 to 4 hours--\$30

4 to 8 hours--\$50

Partial kitchen use--(beverage preparation, doughnuts, no cooking).

Above Fees include regular mopping of auditorium and kitchen floors. Any special cleaning of floors or carpet will be held out of your deposit. You are responsible for the behavior of all of you guests including juveniles. If the behavior of your guests becomes a problem within the auditorium, ground floor or adjoining grounds such as the park, your event will be ended and there will be no refunds.

Commercial or For Profit Events.

Such events shall be anywhere the general public is invited to attend and/or there is an **admission fee** charged. No public dances will be allowed other than those hosted by the City of Echo or Echo Non-Profit & Civic Groups. **No events serving alcohol will be allowed without prior approval of the city council.**

Full auditorium (no alcohol) . Minimum \$500 for first four hours and \$50 per hour for each additional hour. Deposit \$500.

Full auditorium (with alcohol) with prior approval of council. Minimum fee \$600 for first four hours and \$60 per hour for each additional hour. Deposit \$750. This rate is a minimum, the city council may decide to charge more if they feel it is necessary.

The city retains the right to make spot checks at functions and if they find that alcohol is present and there is no prior agreement to allow alcohol at the function the event will be closed and no refunds provided. If there is any illegal activity or unruly conduct, or violation of this agreement, the city will have the right to cancel the event and again no refunds will be provided. Kitchen is for warming and set up, it is not for meal preparation.

GENERAL INFORMATION:

Auditorium Maximum Occupancy: 300 Stage Meeting Room is approximately 16' by 28'. Auditorium floor is approximately 2,800 s.f. with 14' ceilings. There are 12 card tables, 30-six ft. by 30" tables, and approx. 250 folding chairs provided as part of the

rental fee. **Tables, chairs and other furnishings provided in auditorium are not to be removed from auditorium or taken downstairs or outside.** Slide projector, screen, overhead projector, television and VCR are available for use by agent. Two six foot conference tables and 12 conference chairs are available on the stage meeting room. Some sound equipment is available. Punch bowls, dishes, roasting pans, coffee pots and other items located in the kitchen and closet are available for use free of charge, but replacement charges will be incurred for broken or damaged or missing items.

POLICIES/RENTAL AGREEMENT:

1. **Liquor.** Liquor must be provided by an OLCC licensed establishment. A copy of the contract with the establishment and a copy of their liquor license and proof of liquor liability insurance must be provided at least twenty (20) days prior to the event. No Alcohol Beverages of any kind are to be sold brought into or consumed on or around the premises except allowed for Echo Events and Private parties as described above, and **unless a separate agreement for alcohol use is approved and signed by all parties.** No alcohol is to be taken outside the building.

2. **Use of Premises.** The auditorium and meeting room will be used solely for the activities stated within the Rental Application. The lessee may not assign this lease, nor rent or sublet any part of the premises, nor make any alterations thereto, without the written consent of the City of Echo. Upon violation of this provision, Lessee shall forfeit all amounts paid and shall be liable for any damage to the Center.

3. **Setup/Tear down** The Lessee is responsible for setting up and taking down tables, chairs, and any other equipment requested. Folding Chairs and tables are to be restacked on table and chair carts. **Do not slide tables or chairs across the floor, this scratches the floor and you will be assessed damages.** The Lessee is responsible for leaving the auditorium and or meeting room and equipment in as good or better condition as found. All pictures, furniture, tables, etc. must be moved or rearranged are to be returned to the **original location** at the end of the event. Failure to do so will result in the renter being charged for city staff time in returning facility to original condition. **Rate: \$50 per hour. Do not move piano or organ.**

4. **Garbage.** The Lessee is responsible for dumping all garbage into the Dumpster provided between the city hall building and museum. Garbage can liners shall be provided by the city and are to be placed in the cans by the Agent. If city staff has to empty trash and air out the auditorium, you will be assessed **\$50 per hour.**

5. **Kitchen.** If the Lessee uses the kitchen facilities, all dishes, pots, pans, glassware, silverware and other utensils must be washed, sanitized and returned to original location. The kitchen area is to be left in as good or better condition than it was found prior to rental. **This means cleaning and wiping out the sink and fixtures. Failure to cleanup the kitchen will be charged back at \$50 per hour.** If the kitchen is used, the door from

the kitchen onto the auditorium shall either be kept open, or locked.

6. Damages. The Lessee agrees to reimburse the city for any costs above the deposit to clean or restore the building or replace missing or damaged equipment, needed following the rental event. The rental fee includes mopping of auditorium and kitchen floor, but does not include heavy cleaning such as removing grease, black marks, etc. The minimum cost to repair the floor if scratched or damaged is \$200.

7. Restrooms Only the restrooms and halls on the ground floor are to be used. All rooms marked private, the library, and police office are off limits. The restrooms are to be clean and in as good as condition as found by the Agent.

8. Access. A key to the south door of the building will be provided to Lessee. The Lessee will be responsible for unlocking the east door, from the inside (both sides) for fire exit purposes. The Lessee shall be responsible for locking up the facility and returning the key to the city the next day. The Lessee shall ensure that everyone is out of the building before leaving and securing the doors. The Lessee shall keep the keys in their possession or that of a responsible agent at all times. Loss of the key(s) shall result in the Lessee paying to have new keys made and doors rekeyed.

9. Security. Security is required as follows: Quinceanera/Wedding: A minimum of 4 security personnel. Private & Non-profit Events serving alcohol: minimum: 1 for up to 50 people plus additional security of 1 per each additional 50 people. Private & Non Profit Events without alcohol 1 per every 100 people. Commercial Events: A minimum of 4 security personnel.

The lessee shall make arrangements for suitable security on the premises AT THE LESSEE'S EXPENSE. Security must be certified and bonded in the State of Oregon. Security must be on duty from the time the lessee's function of activity begins and until 30 minutes after it stops. Specific security requirements will be determined by the City and the security arrangements/plan must be preapproved and a copy of the agreement with the Security company shall be provided at least twenty (20) days before the event. It is the sole responsibility of the Lessee to control the event, protect the people present, protect the facility and comply with all applicable laws, regulations and terms of this agreement. The City of Echo has no responsibility for the event. Security and the City of Echo staff have the right to shut down the event if security is in jeopardy and/or any of the laws, regulations or terms of the agreement have been breached.

The lessee shall be responsible for providing whatever security is necessary to secure the building including the ground floor from damage and to keep uninvited guests from gaining access. When the facility is used for events open to the general public, the agent shall have at least one attendant in the hall to oversee access and protect the facility from vandalism. Such party may also be the person designated to collect admission fees or tickets.

10. **Children.** Adults must stay on the premises with children. If children are waiting for rides, the Lessee is responsible for remaining until either parents or guardians have collected all children. Children under 18 years of age must be supervised while in the kitchen area. The Lessee is responsible for any and all damage or use of private property by any guest, including children. The City of Echo is not responsible for childcare during events or activities.

11. **Application.** The Lessee will complete a Building Rental Application form to confirm each date the room is needed. **A non-refundable reservation/booking fee of \$100 is required to reserve the facility. Your date will not be placed on the calendar until this fee is paid. The deposit and rental fees must be paid within twenty (20) days of the event to hold the reservation and the signed agreement(s) must be returned at this time. Full refunds will be made for cancellations made at least fifteen (15) days prior to the event, less the \$100 reservation/booking fee, which shall be retained. If cancelled less than fifteen (15) days before the event, only the deposit will be returned.** The agent and a city representative will go over a check list prior to rental and following the event they will walk through the check list again to ensure that the facility and equipment are clean and undamaged and nothing is missing prior to return of the security deposit. **The city will hold the deposit for a minimum of ten days after the event, if problems are found, the deposit will be held until the situation is corrected. However correction must be made within three days so as not to conflict with future bookings.**

12. **Non-Discrimination.** The City of Echo 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 the City of Echo. The facility may be denied to a specific organization or individual based upon knowledge of the city of such groups or individuals being unreliable, causing damage to other public facilities in Echo or other nearby communities or when disruption, damage, theft, or other unfavorable history is recorded from previous use of this facility.

13. **Gang Activity.** There shall be zero toleration of gang related activity on these premises. If at any time during the event any activity such as the destruction of property, graffiti or the displaying of colors, confrontations, fights inside or outside of the building or in parking area or adjoining park occurs, the event will be shut down and guests shall leave the premises. The police will be called and a report filed. The Lessee may be held accountable for the infractions of any laws and regulations and there shall be no refund of fees or deposits.

14. **Decorations.** Nails, staples, tacks or tape may **NOT** be used on the walls or in the floor. Flammable materials, i.e., straw bales, trees, candles, etc., must be approved by the city no later than **one (1) week** prior to the event. **No silly string is to be used-No 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 center upon termination of this agreement. Banners, etc., may not be attached to the outside of the building. If such is needed, the Agent shall provide their own reader board and place it so as not to hinder traffic along the sidewalk.

15. **No Smoking** is allowed in this facility per Oregon Revised Statutes.

16. **Piano.** The piano and organ may be used at no charge, but if the piano needs to be tuned, the Agent shall be responsible for having it tuned.

17. **Liability/Indemnity.** The Lessee 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, officers or employees of the organization or individual leasing this facility. Lessee shall indemnify and hold harmless the City of Echo, including the City Council, 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.

18. **Insurance.** Lessee shall provide an insurance policy certificate of insurance and maintain such policy in full force and effect during Lessees use and occupation of the facility as herein provided and any extension thereof, at Lessee's expense, for bodily injury, personal injury, liability and property damages. In addition to Lessee, the City of Echo and its officers, employees and agents thereof shall be named as additional insureds with primary coverage. The policy shall not be less than five hundred thousand (\$500,000) Single limit covering bodily injury, personal injury and property damage to property of the City of Echo arising out of or in anyway connected with the Lessee's occupancy or activities in connection with this Agreement. The policy shall provide that the policy shall not be canceled prior to termination of this agreement or until the city receives thirty (30) days written notice of the cancellation. Such certificate of insurance and policy shall be provided not less than fourteen (14) days prior to the event. The City Administrator shall have discretion to require a lesser amount of insurance for events where no alcohol is served and which are not open to the general public. No waivers will be provided for Weddings & Quinceaneras.

19. **Exit obstructions.** 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 stair cases or ground floor doors so that they cannot be used in the event of a fire. All doors are to remain closed.

20. **Wheel Chair Lift.** The wheel chair lift is to be used by the disabled only and shall not be used as a freight elevator, nor shall children or any other parties be allowed to “play” on or with the lift. One person shall be provided the key and shall be the sole person in charge of operating the lift. If this is not the agent, the agent shall have the person in charge pickup the key and attend a brief orientation by the city.

21. **Damage.** Lessee shall be responsible for any work (damage, cleanup, repair or otherwise) that must be completed to restore the premises to a rentable condition. Repairs and cleaning 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 Lessee shall be billed and will have fourteen (14) days to make payment or suit will be brought to secure the balance due.

22. **Wooden Floor.** Regular dust mopping and mopping of the floor is included in the rental price, but in the event agent needs to clean up spills or heavy damage, the auditorium floor is to be cleaned by dust mopping, and damp mopping only. Damp mop with clear water only, towels wrapped on dust mops shall be used to remove any remaining moisture. **No oil-based products are to be used and No Dance Floor sprays, powder or similar materials shall be used.**

23. **Hours.** Events must be scheduled no earlier than **6 a.m.** and remain open no later than **1 a.m.**

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

Agreement entered into this _____ day of _____, _____

Signatures of:

Lessee

City of Echo

Person assigned by agent/renter to be in charge of wheelchair lift operation:

Echo Community Center Building Rental Application

Name of Lessee: _____

Name of Agent (if applicable) _____

Address: _____

City, State, Zip Code _____

Home Phone: _____ Work Phone _____ Fax: _____

Date Requested: _____

For Private Functions: Number of People invited to attend: _____

For Public Functions: Number anticipated to attend: _____

Access Time: From _____ a.m./p.m.. To _____ a.m./p.m.
(access time is from when access is needed until cleanup is completed)

No Set up or Breakdown after 7:30 am or before 5:30 pm on Monday through Friday).

Event Time: From _____ a.m./p.m.. To _____ a.m./p.m.
(this the time the event is open to the public)

Facility Needed: Auditorium (stage, kitchen, restrooms, auditorium floor) _____

Stage Meeting Room: _____

Partial Kitchen (no cooking, beverage prep, assembly of food

Purpose of Rental _____
(wedding, reception, dinner, bazaar, etc.)

Who will attend: _____ /Admission Charge: _____
(I.e., general public, wedding guests, etc.)

Do you plan to serve alcohol? Yes _____ No _____

If yes, what type and how _____
(If yes, the applicant must also complete an application for use of alcohol)

The above named representative or individual (hereinafter referred to as the Agent)

understands and agrees to comply with the Policies, Rules and Regulations set forth by the City of Echo. The Agent agrees that he/she is of legal age and is financially responsible for the repair of damage to equipment and/or facilities and for the replacement of missing equipment or furnishings. Further if the City of Echo has to bring suit to secure payment for any damages or missing equipment or furnishings, the agent and/or organization shall be responsible for all legal fees. The agent and the above named organization agree to hold the City of Echo harmless from and all liability for injury to persons or property as a result of our activities.

Agreed Rental Price_____

Agreed Deposit_____

Supplementary Rentals/needs _____

Total Due: \$_____

Signature of City of Echo Representative

Date

Signature of Agent

Date

Before signing this application, read and make yourself familiar with the rental agreement application, rate schedule and policy, rules and regulations for this facility.

Non-profit groups may be required to show proof of non-profit status.

Codicil to Echo Community Center Rental Agreement for Alcohol Use

This addition to the Echo Community Center Rental/Lease Agreement is to be completed for any Lessee planning to use alcohol at an event.

No alcohol may be served at any general admission events, other than those organized by the City of Echo or pre-approved Echo Non-profit organizations.

If alcohol will be served, it must be provided by an OLCC licensed establishment who has been approved by the facility management. Facility Management must have an approved copy of the OLCC license, a copy of the contract with the establishment and proof of alcohol liability insurance on file at Twenty (20) days prior to the event. It is the responsibility of the lessee to provide these documents to the facility management. Alcohol may only be served for a maximum of seven hours. All events are to end before 1 am and last call shall be by 12:45 am or before.

Security as provided in the Lease/Rental Agreement must be present from 1/2 hour before the event opens until closing.

Event Description: _____

Alcohol Establishment _____
(attach a copy of the liquor license)

Insurance Carrier & phone # _____
(Certificate of insurance required)

Alcohol proposed to be served _____

By signing below, I agree to abide by all of the terms, rules and regulations above and applicable state statutes or regulations:

Lessee Signature _____
Date

Organization

Address: _____

OLCC Licensed establishment authorized signature _____
Date