



**TALENT COMMUNITY CENTER
APPLICATION AND RENTAL AGREEMENT**

Located at 104 E. Main St.
CITY HALL – 110 E. Main St.
P.O. Box 445 Talent, OR 97540
finance@cityoftalent.org



Date(s) of Use: _____ Time of Event: _____ to _____

Describe Use and **All** Activities: (additional sheet if necessary)

All fees and insurance certificates are due at time of scheduling. Cancellations prior to the event date must be acknowledged by city staff. If so, the rental deposit is refundable minus any pre-arranged set-up or administration fees.

The key to the facility must be picked up from City Hall between 8:30 and 4:30pm M-F. If the event is scheduled outside of this window of time, or on an observed holiday, the key must be picked up the business day prior to the event.

***This building is both alarmed and has security cameras.**

***All decorations must be pre-approved.**

***All renters will provide their own set-up.**

***Proof of General Liability Insurance at \$2,000,000 per occurrence may be required. If alcohol is served or the kitchen is used, insurance is mandatory.**

Event Security: Depending on the nature of the event and/or if alcohol will be served at the event, the City requires that private security be contracted through the City at the expense of the applicant to ensure that a safe and secure event experience is maintained. Security personnel must remain on site until the Community Center is closed and secured.

Estimated Attendance: _____ Alcohol: Yes* No Equipment Rental:

Conf. A: Conf. B: Conf. C: Conf. D: Kitchen: Dining Room:

Describe any rental equipment to be used: (additional sheet if necessary)

Name of Applicant

Name of Organization:

(Legally Responsible party)

Address: _____

City/Zip: _____

Email: _____

Contact person for the scheduled event: _____

Contact number: _____

In compliance with the Americans with Disabilities Act, if you need special assistance, please contact TTY phone number 1-800-735-2900 for English and for Spanish please contact TTY phone number 1-800-735-3896.

I certify that I am the authorized representative of the above sponsor(s), and that the above statements are true to the best of my knowledge. The organization I represent and I, agree to be bound by the policies regarding use of the Community Center. I understand that violation of any of these policies may jeopardize further use of the facility and/or result in termination of use. The organization I represent and I, agree to indemnify, against any and all claims, damages, losses and expenses, including attorney fees and costs arising in and from the use of the premises by the lessee or the conduct of the lessees therein, and defend and hold harmless the City of Talent its agents, officials, and employees from any and all damages resulting from violation of all copyright laws. The organization I represent and I, further agree to assume responsibility for any physical damage to the facility, which is incurred as a result of activity or attendance at an event sponsored by lessee.

ORDINANCE NO. 2019-957-O

AN ORDINANCE PROHIBITING THE DISTRIBUTION OF CERTAIN DISPOSABLE FOOD SERVICE WARE COMPOSED OF PLASTIC OR BIOPLASTIC IN THE CITY OF TALENT
Section 3.

A. No person(s) shall use or provide disposable service ware made of plastic or bioplastic during any city-sponsored, city-permitted, or city-hosted event at any city facility or city-managed concession.

1. An event organizer may request an exemption from the City Manager where neither a durable replacement nor an alternative is available, such as lids and cups for hot beverages. Exemption requests must be made in writing at least fourteen days prior to the event date. All decisions by the City Manager are final.

The undersigned represents that s/he has read and understands the rules and regulations presented in this agreement and will abide by them, including the responsibility to leave the facility in good order (per the checklist provided). Failure to do so will forfeit the deposit.

 Name of Organization (if applicable)

 Signature of Applicant
 (Responsible party)

 Date

Make Refund check payable to:
(If different from responsible Party)

 Name

 Address

For Office Use Only

Inspection Passed Failed
 Full Refund Partial Refund No Refund

Refund Approved by: _____ Date: _____

For Finance Department Use

Date of Refund _____

Check No. _____

Rental Deposit Refund (10-100-2332): Rental \$_____ Kitchen \$_____ Total \$_____

Year	Date Paid	Receipt #	C.C Rent (CC-RENT)	Rental Dep. (2332)	Security Dep. (2334)	Total Amt.	Approved By:



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 541-535-1566 or finance@cityoftalent.org



TALENT COMMUNITY CENTER FEE SCHEDULE

The City of Talent Community Center is available for a variety of activities and uses. In order for the City to be able to recuperate a portion of the costs of operating the facility and also to protect the facility from potential damage a fee schedule has been developed with the intent to have a fair and equitable sharing of the costs among the various user groups.

GROUP:

- A. City government, governmental and City sponsored/co-sponsored events.
- B. Non-profits, civic groups, clubs and senior organizations for regularly scheduled meetings.
- C. Special Events (i.e., weddings, birthday parties, religious organization gatherings; not for regular services, and non-commercial social gatherings such as auctions and banquets.)
- D. Local commercial usage.

There are two components of charges to each user group - fee for operations and deposits that may be refunded based on the condition of the facility after the event.

Group	Community Center Fees				Refundable Deposits		
	Conf. A or B	Conf. Rm. A & B	Dining Rm.	Kitchen	Kitchen Dep.	Security Dep.	Alcohol Use Dep.
Group A	N/A	-	-	-	-	-	-
Group B	\$20/hr.	\$40/hr.	\$25/hr.	*\$100/use	\$100	\$100	\$100
Group C	\$30/hr.	\$60/hr.	\$35/hr.	*\$100/use	\$100	\$150	\$150
Group D	\$45/hr.	\$90/hr.	\$50/hr.	*\$100/use	\$100	\$150	\$150

*Proof of general liability insurance at \$1,000,000 per occurrence and **\$2,000,000 aggregate is required if alcohol is served or the kitchen is used.** Groups serving alcohol must meet all OLCC regulations.

Security Company Fees

Event Security: Depending on the nature of the event and/or if alcohol will be served at the event, the City requires that private security be contracted through the City at the expense of the applicant to ensure that a safe and secure event experience is maintained. When security is present they will remain until the Community Center is closed and secured.

Minimum of 4 hours (50 people or less is one guard at \$20/hour, more than 50 people require two guards at \$40/hour)

Deposits

A deposit based on type of use is required of all renters. The deposit is due before scheduling of the event. Deposit will be refunded within two weeks of the event if all conditions and requirements are met. Users are responsible for maintaining the facility. Custodial, repair, fees and set-up will be charged to users when necessary. Such deductions are made from the deposit prior to any refund. Any users of the kitchen will be required to post an additional \$100 deposit.

In compliance with the Americans with Disabilities Act, if you need special assistance, please contact TTY phone number 1-800-735-2900 for English and for Spanish please contact TTY phone number 1-800-735-3896.

The City of Talent is an Equal Opportunity Provider

City of Talent

Rules and Regulations for Use of the Community Center

1. **Use:** The Community Center is available for rental for community uses. In cases of schedule conflict, residents of Talent will be given rental priority over other users, at the discretion of the City. The City of Talent shall maintain full authority to determine the priority for users and use of the building.
2. **Scheduling:** Scheduling of rental use shall take place via email to finance@cityoftalent.org. Any conflict or questions regarding qualified use, scheduling and fees for the use of the Community Center will be resolved by the City Manager.
3. **Activities:** Non-profit civic, charitable, educational or fraternal organizations may hold fund raising events; however, such events shall conform to City and State regulations.
 - The room(s) will be used solely for the activities stated within the rental application. The “responsible party” shall not assign the rental agreement nor make any alterations without the written consent of the City. Violations of this provision shall result in a forfeiture of all fees and deposits paid to the City.
 - **Please remember that the Community Center may have multiple renters on the same day. There is to be no use of the shared common areas, unless negotiated prior to event.**
 - **ALL Decorations must be pre-approved. There is to be nothing attached to the partition between rooms A & B.**
 - **ALL Renters will provide their own set-up**
4. **Restricting Use:** The City shall have the authority, to limit the number and/or frequency of a particular user, or to cancel, or prohibit use of the Center for reasonable cause, including, but not limiting to the following:
 - Misuse of the building including but not limited to posting tape or decorations without prior approval, scratches on floors and walls, or damage to furniture or equipment in common areas and bathrooms or tables in chairs in all rooms
 - Abuse of the building or facilities
 - Evidence that there is an inability to control activities
 - Evidence of noise or misconduct complaints
5. **Building Access:** The Community Center will be available for access at the time reserved and keys will be available at City Hall the day of the event. If the event is on Saturday or Sunday, keys must be picked up no later than 12pm on the Friday before the scheduled date of use. City Hall hours are Mon.-Thurs 8:30am-4:30pm & Fri 8:30am-12pm. If returning the key after hours, please use the utility drop box located in the front of City Hall. If the key is lost, the City must be notified immediately. The Renter will be charged for a replacement.
6. **AT NO TIME SHALL EGRESS OR INGRESS BE BLOCKED.** INERIOR DOORS WITH EXIT SIGNS WILL REMAIN UNLOCKED AND FREE OF OBSTRUCTIONS AT ALL TIMES. THE SAME RULES APPLY TO ADA ACCESS DOORS, FIRE EXTINGUISHERS AND AED CABINET. EXTERIOR DOORS SHALL NOT BE PROPPED OPEN AT ANY TIME EXCEPT AS NEEDED DURING SET-UP AND CLEAN-UP AND IF THERE IS A PERSON PRESENT AT THE OPEN DOOR TO MAINTAIN SECURITY.
7. **Community Center Rental Agreement:** All users will be required to complete a Community Center Rental Agreement and Sign the Rules & Regulations.
8. **Deposits:** A deposit shall be required of all users when the rental agreement is issued. This deposit is refundable, provided that no cleaning or repairs, beyond normal wear and tear, are required as a result of the use by the applicant. Additional deposits will be required for alcohol and kitchen use, these deposits are also refundable based on the same criteria.
9. **Clean Up: The Center or individual rooms shall be left clean, and furnishings returned to original placements. Cleaning must be completed the day of the event. Should it be necessary to either clean or repair the facility after use due to the failure of the user(s) to do so, the costs will be deducted from the security deposit on file. If the costs for clean-up exceed the amount of the deposit, the user(s) shall reimburse the City for all additional costs incurred.**
10. **Smoking:** Smoking of any kind in the facility, on the patio, and on the grounds is prohibited at all times. (Including E-cigarettes and cannabis-related products.)
11. **Alcohol:** Possession, use, or sale of alcoholic beverages is permitted in the Center only under the following conditions:
 - Alcohol use is limited to beer, wine and champagne.
 - A proper liquor license is obtained prior to the event and a copy of such is provided to the City.

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- A licensed server is in charge of the distribution of alcohol.
- All parties agree that the facility and any activities therein are open to inspection by the City of Talent Police Department.
- “Bring Your Own Bottle” functions are prohibited.
- Prior written approval that the alcohol-related conditions have been met is obtained from the City Manager.
- Whenever alcohol is to be served at an event the “responsible party” shall be responsible for ensuring that all state and local regulations are observed related to the use, sale, or serving of alcohol.
- The City requires a security officer from a bonded company be present at the event to provide security.
- An alcohol certificate of insurance naming the City as an additional insured shall be required for all events where alcohol is to be served in addition to any liability insurance coverage.

12. Governing Statutes, Ordinance and Rules: Users of the Center shall abide by all state and local statutes, ordinances, rules and regulations.

- Any public safety officer conducting an inspection during an event has the right to terminate use of the facility during any function should the participants’ conduct violate any local or state laws or regulations. All fees and deposits shall be forfeited when a function is terminated for this reason.

13. Liability: The Responsible Party agrees to assume all liability for losses, expenses, damages, demands or claims in conjunction 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 Responsible Party and all the users of the facility.

The Responsible Party shall indemnify and hold harmless the City of Talent, including the City Council, agents, employees and volunteers from any and all 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 therefrom.

The City is not responsible for any item(s) left in the Center after an event.

14. Fees, Security Deposits, Refunds, and Cancellations: Fees shall be set by the City Manager and will be applicable as they appear on the attached sheet. Regardless of type of use or user, all applicants shall be required to provide a security deposit. The City shall conduct an inspection of the facility after any event to determine if the applicant is eligible for a refund and if so in what amount.

- Security deposit refunds will be processed following the inspection of the facility for cleanliness, damage to equipment, the facility or grounds. All refunds will be mailed to the applicant from the Finance Department. Depending on the date of use, it may be up to 2 (two) weeks before the refund arrives.
- Rental fees may be forfeited if the applicant cancels the event but fails to notify the City prior to the scheduled event.
- In the event that the City cancels the event for reasons unrelated to the application, the deposit and fees will be returned in their entirety.

15. COVID19: All state issued COVID19 guidelines must be followed at all times during rental.

I have read the above rules and regulations for the rental of the Talent Community Center and agree to adhere to them. I also agree that these rules and regulations are incorporated into, and made part of, the rental agreement that accompanies this document.

Signature of Responsible Party

Date

On Behalf Of (Print Name of Sponsoring Organization, if Applicable)

CITY OF TALENT

110 E. MAIN STREET PO BOX 445. TALENT, OR 97501

Main (541)535-1566 FAX (541)535-7423 Email: finance@cityoftalent.org

Name of Renter: _____ Contact Phone: _____

Date of Use: _____ to _____ Event Time: _____ to _____

COMMUNITY CENTER INSPECTION CHECK LIST

Clean-up must be completed prior to the end time stated in the rental agreement.

It is the City’s intent that all users have a pleasurable event. When your **event is over**, **please use this checklist** to ensure that all items listed are in the same condition as found.

Cleaning deposits will only be refunded after the City has inspected and approved the rooms condition. Please return everything the way you found it.

IF BUILDING IS LEFT UNSECURED, THERE WILL BE NO REFUND!

City Use Below:
City Inspection

_____ **Tables and chairs, wipe off and put back into storage closets.**

_____ **All outside table & chairs put back as originally set-up.**

_____ **Floor - Sweep and mop with the cleaner and water in janitor’s closet.**

_____ **Restrooms – clean all 3.**

_____ **Kitchen – clean all.**

_____ **Oven, stovetop burners and griddle– Make sure they are turned OFF.**

_____ **Food – Remove all from refrigerator.**

_____ **Trash - Empty and place in the locked dumpster.**

_____ **Recyclables – Please put into correct containers in the lock dumpster area.**

_____ **Lights - Please make sure they are all turned OFF. Use light control, not switches.**

_____ **Doors – Please make sure that they are all closed.**

Passed inspection _____ Yes _____ No

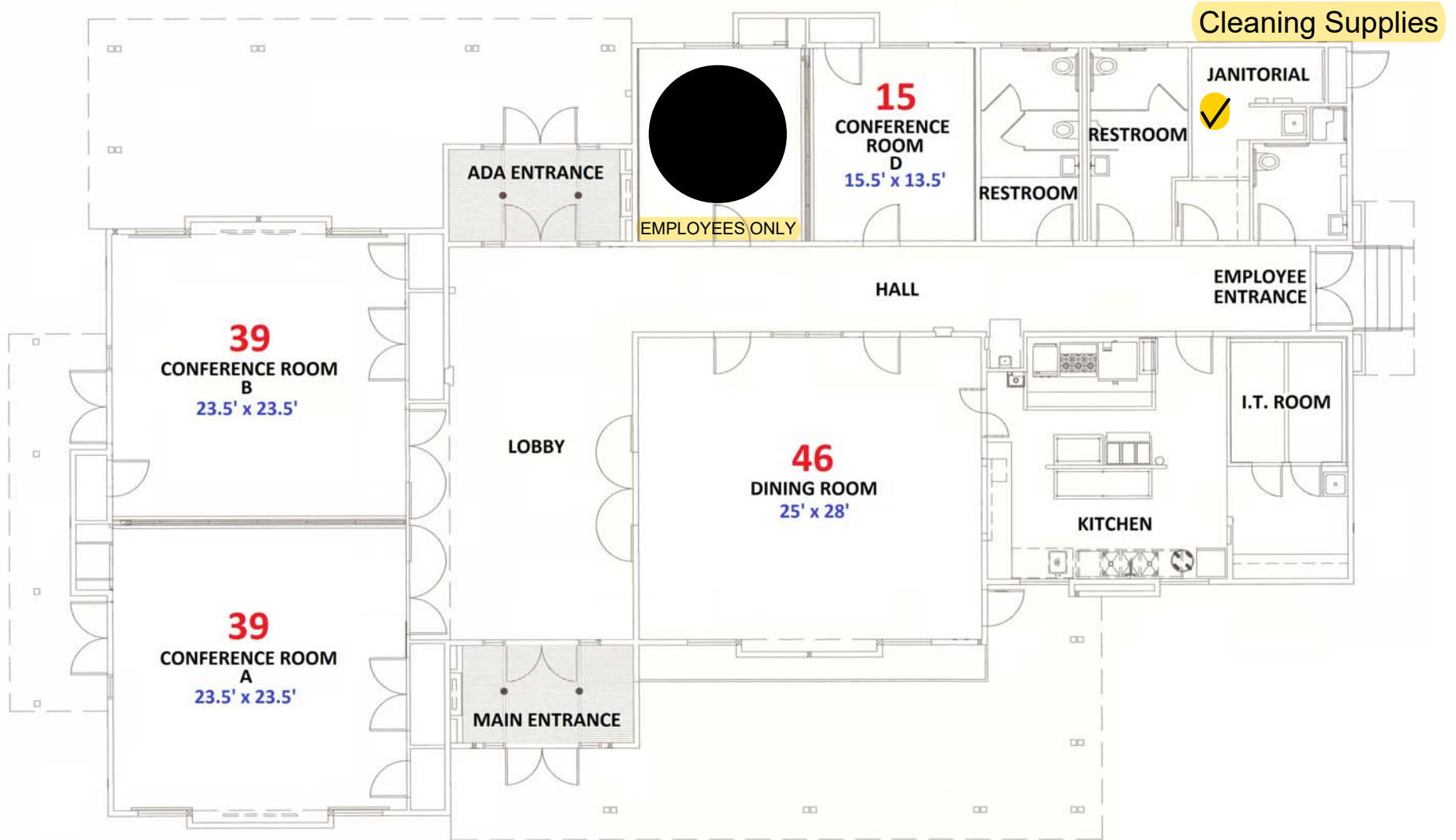
Specific reason(s) for not passing inspection with additional notes as to why:

Access key- MUST be returned to City Hall immediately. If after hours, place Access Key in white utility drop box located in front of City Hall.

Inspection completed by _____ Date: _____ Time: _____

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Community Center Capacity



Your key will access the room you are assigned to, the janitorial room, and the dumpster area.

Welcome to the City of Talent Community Center WiFi!

The City of Talent provides this free, public Internet access via an unsecured wireless network. It is strongly recommended that you do not use this network to transmit any personal, financial or legal data. It is not possible for us to protect you against malicious theft or the interception of any data transmitted over this network. The City of Talent is not responsible for the quality of transmissions, interruptions in connectivity or loss of data/information as a result of using this wireless service.

This wireless network is intended for lawful purposes only. This public wireless service may not be used to violate any standards, laws or regulations of local, state or federal governments/agencies, or International treaty.

User hereby releases the City of Talent from all liability arising from any content accessed via the wireless network. The City of Talent shall not be held liable for any damages to user equipment (laptop, handheld, etc.) or for modifications made to hardware necessary to access this network. City staff does not provide any technical support with this access. The City of Talent shall be held harmless as a direct or indirect result of the wireless user's use of this public network.

The City makes no guarantees for access and reserves the right to limit bandwidth per connection. By continuing with access to this free, public, wireless service, user agrees to the City of Talent's stipulations for use.

WiFi password for your event on that day only - _____



City of Talent

110 E. Main Street, P.O. Box 445, Talent, OR 97540

Telephone: (541) 535-1566 Fax: (541) 535-7423

E-mail: finance@cityoftalent.org

PARKING FOR COMMUNITY CENTER EVENTS

Parking for events held at this Community Center should be behind and to the right of the Community Center.

Parking in the City Hall or Depot area is not to be used. ADA parking is the one exception.

In compliance with the Americans with Disabilities Act, if you need special assistance, please contact TTY phone number 1-800-735-2900 for English and for Spanish please contact TTY phone number 1-800-735-3896.

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