

Date Received: _____



“THE BARN” BANDON’S COMMUNITY CENTER FACILITY USE PERMIT

City of Bandon
PO Box 67
Bandon, OR 97411
City Phone: (541) 347-2437
“The Barn”: (541) 329-0329

AGREEMENT MADE BY AND BETWEEN THE CITY OF BANDON AND THE APPLICANT: ORGANIZATION/BUSINESS

NAME: _____
E-MAIL: _____
MAILING ADDRESS: _____
TYPE OF BUSINESS: _____
PHONE: _____ CELL PHONE: _____

CONTACT PERSON

NAME: _____
E-MAIL: _____
MAILING ADDRESS: _____
PHONE: _____ CELL PHONE: _____

EVENT

DATE OF EVENT: _____ HOURS OF EVENT: _____
TYPE OF EVENT: _____ NO OF GUESTS: _____

PLANNER/DELEGATE

WEDDING EVENT PLANNER: _____
WEDDING/LARGE EVENT DELEGATE: _____

PLEASE CHECK FACILITY BEING RENTED:

Conference Rooms: ___ Rm 1 (TV/Main Ent) ___ Rm 2 ___ Rm 3 (Mural) ___ Rm 4 (Bar)

Rooms at South End of Building: ___ Dining Room ___ Kitchen ___ South Lobby

SPECIAL SETUP REQUESTS:

PERMIT REQUIREMENTS

1. The undersigned personally and on behalf of the applicant/organization requests of "The Barn" and hereby enters into this agreement with the full understanding of and statement that I have read, understand, and agree to comply with all rules and regulations set forth by the City of Bandon (hereinafter "City".) I further agree that I am of legal age and will be responsible for the care of the facility during its uses, and that I will be responsible for the cost of repair or damage to equipment or facility and for the replacement of any inventory or equipment lost or damaged. I further understand that this permit is revocable at any time and that the permit is not transferable. I also understand that the City of Bandon rules and regulations are subject to change without notice.
2. The City, by its agent, the undersigned, hereby grants to applicant a non-assignable right, subject to all terms and conditions of this permit, to use and occupy the portions of "The Barn" for the period and purpose(s) as described above.
3. **Effective Date of Permit:** It is agreed that this permit will not be in force until it has been signed by both parties and a deposit of **\$300.00** has been paid. The deposit is security for the faithful performance of the agreement by the applicant/organization and is in addition to the full payment.
4. **Changes to Meeting Space:** Based on the applicant's requirements, the space(s) have been reserved. Changes or additions to the function/event requirements will be accommodated if in the sole discretion of the Facilities Director they can be, but this is not an acknowledgment that changes will be made. The Facilities Director, however, reserves the right to make changes as needed to accommodate other applicants as well.
5. **Cancellation Policy:** If cancellation is received within 30 days of the event, the deposit/rent will be refunded; otherwise, the deposit will be forfeited.
6. **Full Payment:** Payment for the use of the facility is due within 24 hours of receipt of the final statement. To make things easier for all, your deposit will be deducted from the total amount owed. Should you have no damage, a final invoice will be provided to you by the Facilities Director at the end of the event. **MAKE CHECK PAYABLE TO: City of Bandon**
7. **Return the Contract, Deposits Check, and Insurance Waiver to:**
City of Bandon
PO Box 67
555 Highway 101
Bandon, OR 97411

PLEASE MARK THE FRONT OF THE ENVELOPE WITH: "THE BARN"

8. **Indemnification:** I hereby agree to indemnify and hold the City of Bandon and Avery Richards, Facilities Director, harmless from any and all liability, claims, causes, actions, suites, loss, damage or expense of any kind or description which may be claimed against or incurred by the City of Bandon and Avery Richards, Facilities Director, as a result of the negligence of the applicant, sponsoring organization, its members, officers, agents, or attendees and shall indemnify the City of Bandon and Avery Richards, Facilities Director, against, and hold the City of Bandon and Avery Richards, Facilities Director, harmless from same, including attorney fees, arising out of or connected with or resulting from the use of the City facility during the period of reservation.

A Certificate of Insurance naming the City of Bandon as "Additional Insured" for liability is required when renting facilities, in amounts set by the City's insurance agent, which are hereby made part of this agreement. The limits are \$1,000,000 per occurrence, \$2,000,000 aggregate.

9. **Fire Safety Requirements:** Smoking and Vaping are prohibited inside the Bandon Community Center “The Barn” and within 20 feet of any door or open window. The use of chemicals, fire, candles, and pyrotechnics are prohibited from use in the facility without prior approval.

10. **Alcoholic Beverages:** To the extent alcohol will be served by the Renter on or within the Bandon Community Center “The Barn”, the Renter shall provide the Bandon Community Center/Facilities Director, in advance of the scheduled event, proof of “Liquor Liability Insurance” and proof of compliance with all OLCC Rules and Regulations regarding licensing for service of alcohol at the Renter’s proposed activity. **THE RENTER ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR ANY CLAIM ARISING FROM OR RELATED TO THE SALE OR CONSUMPTION OF ALCOHOL IN CONNECTION WITH THE USE OF THE BANDON COMMUNITY CENTER “THE BARN”.**

I agree that I shall abide by all requirements stated previously in this application and all Federal, State, and Municipal equal opportunity laws and regulations prohibiting discrimination.

_____	_____
Contract Signature	Date
_____	_____
Approved by Facilities Director	Date

Copies to: ___Contact Person ___Facilities Director ___Finance Department ___Administrative Assistant

FEES PAID:

\$_____ Hold Deposit \$_____ Security Deposit Check No: _____ Date Paid: _____

\$_____ Cleaning/Damage Deposit Check No: _____ Date Paid: _____

Deposit Refund: Amount Refunded: \$ _____ Date Refunded: _____