



City of Bandon

555 Hwy 101, PO Box 67
Bandon, OR 97411
(541) 347-2437

Bandon by the Sea

"THE BARN" BANDON'S COMMUNITY CENTER FACILITY USE PERMIT (8.4.25)

City of Bandon
PO Box 67 Bandon, OR 97411
"The Barn" cell: (541) 551-0099
communitycenter@bandon-or.gov

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: Kitchen South Lobby
SPECIAL SETUP REQUESTS: (Date and time of arrival for set up, table, chairs, etc.)

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. 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.
2. **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.
3. **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 Bandon Community Center Manager they can be, but this is not an acknowledgment that changes will be made. The Bandon Community Center Manager, however, reserves the right to make changes as needed to accommodate other applicants as well.
4. **Cancellation Policy:** If cancellation is received within 30 days of the event, the deposit/rent will be refunded; otherwise, the deposit will be forfeited.
5. **Full Payment:** Payment for the use of the facility is due within 24 hours of receipt of the final statement. The deposit will be deducted from the total amount owed. Should the facility be left clean and free from damage, a final invoice with the deposit deducted will be provided to you by the Bandon Community Center Manager at the end of the event.

MAKE CHECK PAYABLE TO: City of Bandon

6. **Return the Contract, Deposit 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"

7. **Indemnification:** I hereby agree to indemnify and hold the City of Bandon, Community and Cultural Services Director, Bandon Community Center manager, and/or City of Bandon employees/representatives 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, Community and Cultural Services Director, Bandon Community Center Manager, and/or City of Bandon employees/representatives as a result of the negligence of the applicant, sponsoring organization, its members, officers, agents, or attendees and shall indemnify the City of Bandon, Community and Cultural Services Director, Bandon Community Center Manager, and/or City of Bandon employees/representatives, against, and hold the City of Bandon, Community and Cultural Services Director, Bandon Community Center Manager, and/or City of Bandon employees/representatives, 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.

8. **Hold Harmless.** The Renter agrees to hold harmless the City of Bandon, its employees—including, but not limited to, the Community and Cultural Services Director, and Community Center Manager—and its agents, from any liability, costs, or claims arising from the Renters, sponsoring organization, members, officers, volunteers, agents, contractors, or attendees use of the premises, to include but not limited to the handling of tables, chairs and other equipment.
9. **Rental Time.** Rental time includes preparations, decorating, setting up, tearing down, and cleaning. The Renter agrees to vacate the building on or before the agreed upon date and time, and to return the facility to its clean and original condition.
10. **Cleaning, Set Up, and Take Down.** The Renter assumes responsibility for setting up tables and chairs needed or the Renter’s function. Tables and chairs shall be cleaned and returned to their proper storage location upon completion of Renter’s use. Renters have the option to pay an extra fee for table set up and take down service (see current fee schedule). Renter is responsible for cleaning the facility after the event and agrees to return the facility to the condition prior to use. Failure to comply with set up, take down, care, and cleaning regulations may result in forfeiture of all or a portion of the Renter’s deposit and inability to rent the facility in the future.
11. **Supervision.** The Renter agrees to supervise the activities of those attending the Renter’s activity or event on City premises and specifically acknowledges that the City assumes no responsibility for such supervision. The Renter shall not assign, transfer, or sublet the premises during the term of this agreement without the written consent of the City.
12. **Regulations.** All activities engaged in by the Renter on City property shall be lawful and in compliance with all City, State, and Federal ordinances, rules, laws, and regulations.
13. **Emergency Incidents.** The City reserves the right to cancel any rental reservation or agreement for the use of the facility should an emergency incident occur.
14. **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.
15. **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 Manager, 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 Bandon Community Center Manager

Date

Copies to: Contact Person Center Manager Finance Department Administrative
Assistant

FEES PAID:

\$ Security Deposit Check No: Date Paid:

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

Deposit Refund: Amount Refunded: \$ Date Refunded: