



CITY OF GRASS VALLEY

P.O. Box 191 • Grass Valley, Oregon 97029 • (541) 333-2434

City of Grass Valley Pavilion Rental Agreement

FOR OFFICE USE ONLY

DATE RECEIVED: _____

KEY COLOR: _____

KEY RETURNED: _____

Rental Date Request: _____

Name of Rental Party/Organization: _____

Address of Renter: _____

Contact Phone Number: _____

This rental agreement is made between the City of Grass Valley, and:

_____ ; renter,

for the Pavilion building located at 233 N Mill Street in the city of Grass Valley, Oregon.

Renter's Obligations:

a. Pay a Use and Reservation Fee of: a.) \$150.00 for full-day rental, not to exceed 12 hours; or b.) \$50.00 for half-day rental, not to exceed 4 hours, which upon signing of this agreement, is non-refundable for the event.

b. Pay a Cleaning/Damage Deposit of \$100.00 upon signing of this agreement. This will be refunded upon inspection and finding the Pavilion clean and in good order as per the "Pavilion Cleaning List" provided with this Rental Agreement. This includes the return of the key to City Hall within 48 hours after the event. There will be a deduction of \$10 per numbered item on the "Pavilion Cleaning List" that is not completed satisfactorily upon inspection. There may be an additional charge for fuel used if furnace is required.

c. **Deposit will be held, in full, until Pavilion keys are returned to City Hall.**

d. All tables, chairs and other equipment will be moved back to their original position and attached cleaning list will be completed.

e. Provide proof of Insurance Endorsement naming City of Grass Valley as additional insured for \$1,000,000; or \$2,000,000 if alcohol is being served at the event. This must be received by City Hall at least 24 hours prior to event. Endorsement must be received before key will be provided to renter.

f. Any other obligations deemed necessary in the additional terms section.

g. ABSOLUTLEY NO PARKING AND/OR DRIVING ON PARK LAWN AT ANY TIME!

h. No candles or open flames allowed inside of building and absolutely DO NOT use the breaker boxes.

i. No tacking/attaching or taping of decorations or notices to any surface of the building without prior approval.



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City of Grass Valley reserves the right of access to the premises for the purpose of inspection. Access shall be at reasonable times except in case of emergency.

It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto and that no oral understandings or agreements not incorporated herein and no alterations or variation of the terms hereof, unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

All matters not covered in these conditions are subject to the decision of the City of Grass Valley agent/agents in their official capacities, which shall be final.

All renters/renter's agents will be expected to control their event including but not limited to: any act or practice which, in the opinion of the City of Grass Valley is illegal, creates a health, safety or fire hazard, or violates any other rules as stated.

Defense, indemnify and hold harmless agreement: I agree and bind my organization to defend, indemnify and hold harmless the City of Grass Valley, its officers, agents, servants and employees from all claims for damage or injury arising out of our activities in connection with this event. I understand that this agreement to indemnify is for any and all liability of the City of Grass Valley or any third person. This agreement applies only from derivative liability arising from my activities or the activities of my organization in connection with this event.

If litigation arises from this agreement, the prevailing party at trial, and any decided appeal, shall be entitled to its reasonable attorney fees and costs incurred in the litigation.

NO PARTNERSHIP. The City of Grass Valley does not, in any way or for any purpose, become a partner of Renter in the conduct of its event, business or otherwise. Renter expressly covenants that it will never assert, claim or hold itself out as an agent or employee of the City of Grass Valley.

I have read this agreement carefully and know and understand its terms. I agree to supervise servants and employees of my organization in the conduct of this event to the best of my abilities and to the extent feasible and, specifically, to supervise compliance of the event participants as set forth above. I/We have read and understand the City of Grass Valley Rental Agreement and agree to abide by it.

Agreement

I have read and understand the City of Grass Valley Rental Agreement and I hereby agree to abide by its terms. I understand that if I do not comply, I and/or the organization or other entity I represent, if any, will be excluded from future rental privileges of the Pavilion.

Print name of person signing this agreement. (This MUST be someone with legal authority on behalf of this organization or group.)

Signature _____ Date: _____

Please return signed agreement to City of Grass Valley, PO Box 191, Grass Valley, OR 97029