

## **Facility Usage Waiver**

City of Portland Parks & Rec (PARKS)

Rental Group (USER)

**Reservation Time:** Your reservation time includes all setup and teardown.

**Restricted Activities:** For-profit businesses and organizations may not use facilities the facility for business purposes, nor can individuals use the facility for personal yard-sales, etc. It is the responsibility of the USER to adhere to all rules and regulations of the PARKS, the City of Portland Municipal Code and all Code of Ordinances, including but not limited to restrictions governing the use of fireworks, solicitation and advertising, vending and selling (permit required with City of Portland), alcohol, and disturbing the peace. Proof of any required permits or insurance must be presented to PARKS upon request.

**Facility Problems:** The permit authorizes the USER reservation. Other facility users may not be removed without the permit in hand. For assistance in enforcing the USER permit, contact the PARKS (325-6464) during normal business hours (M-F, 8:00-4:30) or the Portland Police Department (325-3434) outside of normal business hours.

**Rain / Snow / Extreme Weather:** It is the responsibility of the USER to contact the PARKS for facility closings due to weather. Means of obtaining this information can be found on the PARKS website or through the office. There are no refunds for any weather condition, unless the facility is closed by the PARKS.

**Tables and Chairs, :** There are limited quantities of tables, chairs, picnic tables and grills on hand at the facilities. There is no guarantee on the number of tables and chairs available, or on the condition of picnic tables or other peripheral furnishings or equipment. The user should specifically report anticipated attendance and other information requested as part of the reservation. The PARKS will make every effort to advise the USER of any anticipated issues.

**Parking:** Parking is limited to designated areas, or areas defined by the PARKS or the City of Portland.

**Electricity & Water:** Facilities have limited electrical capabilities. The PARKS does not guarantee the working condition of electrical outlets, and cannot guarantee staff available to correct any failures during a reservation. USERS should be prepared to provide an electrical source to meet their specific needs (generators are permitted). Direct water hook-ups are not available.

Grills and Cooking: No type of USER provided grill or cooking appliance is to be used under the roof of any facility, indoors, and without prior approval from the PARKS.

Cancellation and Refund: The PARKS will process a refund if the event is cancelled with a minimum of 1 week advance written notice. An administrative fee of 33% (not to exceed \$25) will be retained by the City of Portland for all refunds. There are no refunds on any cancellation with less than 7 days notice.

Revisions: Revisions are treated as cancellations and new reservations, and will incur fees associated with the terms of a cancellation.

Terms: USER agrees that it and all users of said facilities will abide by all rules and regulations. USER shall so conduct its activities upon the premises so as not to endanger any person lawfully thereon, and shall indemnify, save and hold harmless the City of Portland, the Portland Parks Department and all of their officers, agents and employees (CITY) from any and all claims for losses, injuries, damages and liabilities to persons to property, however caused, while said premises are under the control of USER. USER hereby assumes full responsibility for the character acts, and conduct of all persons admitted to the premises by consent of the USER, or its officers, employees, agents, members or representatives. USER will report all injuries in writing within 24 hours.

USER will reimburse the CITY for any costs, expenses or fees incurred in any litigation or negotiations prior to litigation, to which the CITY may be a party or be involved, caused by the acts of the USER or due to the accidents or occurrences against liability for which the USER hereby agreed to indemnify the CITY.

USER agrees that if said premises or the building, equipment or furnishings thereon, are damaged during the term of this agreement, by the act, default or negligence of USER or any person admitted to said facility by the USER, the USER shall pay to the CITY upon demand such sum as shall be necessary to restore said facility to the condition that it was in at the commencement of this agreement, and to replace and to repair any equipment or furnishings so damaged.

USER will pay the CITY at 2x the facility reservation rates due to any use outside the times reserved for this particular reservation. USER agrees to leave such facility in a clean and orderly condition and agrees to pay the CITY upon demand such sum as shall be necessary to restore such facility to a clean and orderly condition.

It is understood that the CITY reserves the right to cancel this agreement for any default by USER, or to cancel or reschedule this agreement with just cause.

USER agrees to all terms and conditions of this facility reservation agreement.