

Background Checks: USER agrees that any personal criminal record of any party in contact with the public and involved with this reservation is subject to full disclosure to the CITY and review by the CITY as part of this application request. This review may include a background check. A criminal record is not automatic grounds for denial and cancellation. However, USER failure to notify the CITY of a pertinent criminal record may result in the denial and cancellation of the reservation application.

Restricted Activities: For-profit businesses and organizations may not use the facility for normal business purposes, nor can individuals use the facility for personal yard-sales, etc. It is the responsibility of all users to adhere to all rules and regulations of the City of Portland Municipal Code and all Code of Ordinances, including but not limited to restrictions governing the use of fireworks, vending and selling (permit required with City of Portland), alcohol, and disturbing the peace. Proof of any required permits must be presented to Parks Department at time of reservation.

Permit: Your permit authorizes your reservation. You may not "bump" another user without the permit in hand. Contact the Portland Parks Department (325-6464) during normal business hours (M-F, 8:00-4:30) for assistance in enforcing your permit. Contact the Portland Police Department (325-3434) for assistance outside of normal business hours.

Rain: There are no refunds for rain or any other weather condition. However, if the facility is not used and if the Parks Department is notified no later than the date of the event, another date of similar value may be reserved at no additional fee.

Cancellation and Refund: The Parks Department 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. No refunds on any cancellation with less than 7 days notice.

Terms: The undersigned (USER) agrees that it and all users (USER) 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. All returned checks will incur a \$20 fee.

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 of furnishings so damaged.

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.

Signature Date

Parks Department Authorization _____
Paid \$ _____ Cash Check # _____ Date _____
Cert of Insurance Recvd Date _____ Permits Recvd Date _____