

Facility Usage Contract

Matt Dishman Community Center

77 NE Knott Street, Portland, OR. 97212

Phone: 503.823.3179 | Fax: 503.823.3197 | MattDishman.Rentals@portlandoregon.gov

| OPERATING HOURS | Monday-Thursday | Friday | Saturday | Sunday |
|-----------------|-----------------|-------------|-------------|--------------|
| | 5:30a-9:00p | 5:30a-8:00p | 9:00a-6:00p | 10:30a-6:00p |

RESERVATION PROCEDURE

A prospective renter may tour any of the facilities during open hours, respecting the privacy of individuals using the facility, Rental Applications are available at the Matt Dishman Community Center and online at www.portlandonline.com/parks. Additional rental paperwork can be obtained from the Rental Coordinator. Facility room reservations will only be confirmed upon submission of a completed and signed Application, signed Facility Usage Contract, signed Cleaning Checklist, and payment of appropriate deposit and/or rental fees. Reservations will not be held if any of the above items are missing. Payments can be made in cash, check or money order (payable to the City of Portland) or by credit card (Visa, MasterCard or American Express).

ROOM RENTAL RATES

Rental rates are charged hourly for the period of time that the group enters the building until they leave the space(s) clean (per the Cleaning Checklist) and clear of all personal belongings. Set-up and clean-up times must be included in the time the group rents the facility for their event.

Private or Commercial weekday/weekend rates will be applied to any rental hours that occur outside of regular business operating hours (this includes non-profit rentals) *Subject to facility closures

- Weekday rates apply for rentals between: Monday 5:30am to Friday 6:00pm
- Weekend rates apply for rentals between: Friday 6:00pm to Monday 5:30am and all holidays

| FACILITY | DEPOSIT | PROCESSING FEE | HOURLY RATE |
|-------------------------------------------------------------|---------|----------------|-------------|
| Auditorium | \$250 | \$25 | \$90 |
| Craft Room | \$100 | \$25 | \$45 |
| Classroom A | \$100 | \$25 | \$45 |
| Gym | \$100 | \$25 | \$60 |
| Building (3 hour min) | \$550 | \$25 | \$350 |
| *After hour rentals are available and may incur extra costs | | | |

| POOL | DEPOSIT | PROCESSING FEE | HOURLY RATE |
|-------------------------------------------------------------------------------------------------|---------|----------------|-------------|
| Lane | \$100 | \$25 | \$15/lane |
| 1-25 people | \$100 | \$25 | \$115 |
| 26-50 people | \$100 | \$25 | \$145 |
| 51-75 people | \$100 | \$25 | \$175 |
| *Private pool rentals are available on weekends beginning at: Saturday: 6:15pm I Sunday: 7:15pm | | | |

GROUP CLASSIFICATION INFORMATION

City and Government Program(s):

Activities organized by governmental agencies are charged at the non-profit rental rate. Activities organized by Portland Parks and Recreation are free.

Private Group(s):

Activities organized by individuals or groups whose membership is not open to the public.

Commercial Group(s):

Activities organized by companies holding social, business, educational or profit-making events.

DEPOSIT REQUIREMENTS

Room reservations are subject to a refundable deposit for damages, cleaning, overtime or cancellation. For these rentals, deposit amount shall be determined at the discretion of the Rental Coordinator. Deposit is due at the time of booking and is charged in addition to any applicable rental fees. Private rentals (entire facility) are charged a deposit of a minimum of \$550, that is due at time of booking and is non-refundable if the rental is canceled. Deposit payments are processed upon receipt and funds are withheld. Deposits paid by credit card (Visa or MasterCard only) are refunded to the card used at the time of booking.

Refundable portions of deposits paid with cash or check are refunded via check by the City of Portland and will be processed thirty (30) days after the completion of rental. Refunds for deposits paid with credit card are processed within ten (10) days after completion of rental and credited back to the credit card used at the time of booking.

DEPOSIT REFUNDS

Use of the facility is limited to the room(s) designated on the Facility Usage Permit. All events will undergo a pre-and post-event inspection conducted by a City representative to determine the condition of the facility as well as the reserved room(s). Renter is responsible for cleaning and/or repairs necessary as the result of actions of renter and/or members of his/her party, and expected to return room(s) to their pre-use condition (per the Cleaning Check List) in order to receive refunds. In the event that there are damages to the facility as a result of the rental, the renter is responsible for all replacement costs for damages resulting from their use of the facilities. The replacement costs and repairs will be assessed and contracted by the City of Portland.

NOTE: The renter agrees to take full responsibility for the behavior exhibited by his/her guests. If staff deems a situation uncontrollable or must call for police intervention, MDCC reserves the right to terminate the event. In the case that this happens, the total deposit will be automatically forfeited.

BALANCE AFTER DEPOSIT

Balance of rental fees are due 10-60 days *prior to the scheduled event. Due date of final payment is determined by room classification as follows:

| CLASSIFICATION | RENTAL FEE DUE DATE |
|----------------|---------------------|
| Auditorium | 10 Days |
| Classroom I | 10 Days |
| Craft Room | 10 Days |
| Exclusive Use | 60 Days |

CANCELLATION POLICY

Confirmed room reservations that are canceled are subject to penalties. In the case of cancellation, deposits are refundable, pending cancellation policy. In regards to room fees, cancellation fees are determined by the amount of notice given prior to scheduled event. All cancellation requests must be submitted in writing. Fees are based on a percentage of the total room rental charges. Upon receipt of cancellation notice, penalties (if applicable) will be applied as follows to room fees:

| CLASSIFICATION | CANCELLATION NOTICE RECEIVED FOR ROOM FEE | | | |
|----------------|-------------------------------------------|------------|------------|-------------------|
| | 60 Days or more | 60-30 Days | 30-10 Days | Less than 10 Days |
| Auditorium | No Penalty | No Penalty | No Penalty | 100% |
| Class Room | No Penalty | No Penalty | No Penalty | 100% |
| Craft Room | No Penalty | No Penalty | No Penalty | 100% |
| Exclusive Use | 25% | 50% | 100% | 100% |

REQUEST FOR CHANGES TO CONTRACT TERMS

Requests for changes to rental contract terms must be received in writing and be made no less than 10 days prior to actual rental date for single room rentals or no later than 30 days prior to actual rental date for exclusive use rentals. Approved changes to contract terms may result in additional non-refundable charges.

ROOM SET-UP

Tables and chairs will be provided to rental groups at no charge. Renters may position tables and chairs in a manner that meets their individual or group needs. The total number of tables and chairs that can be provided to any rental group are dependent upon availability and room size and cannot exceed seating for 170 guests.

Rental groups wishing to affix anything to walls, floors or any other surface within the community center will only be allowed to do so with blue Painters Tape, which is provided to the group by our Front Desk Staff. Using any other type of adhesive may result in damages and additional charges to renter for repair.

LATE DEPARTURE

Groups or individuals whose events last beyond the contracted designated time limits will be subject to double the hourly fee (rounded up to the next half hour) for the additional time.

ROOM CONDITIONS

Exits must be kept clear at all times. Food and drink are confined to designated rental areas. Failure to do so will incur additional charges and/or cleanup requirements.

CLEAN UP

Cleaning tasks, that are required, are outlined in the Cleaning Checklist. Renter must sign the Cleaning Checklist, before confirmation of reservation, to show that all cleaning requirements are understood. Groups are responsible for their own clean up and cleaning equipment is available for your use. Renter is responsible for any additional cleaning that is deemed necessary after their departure. Additional cleaning will be provided by Matt Dishman Community Centers designated cleaning contractor at a rate of \$100 for the first hour and \$50 for every additional hour.

SUPERVISION

Portland Parks & Recreation staff reserves the right to monitor the event at any time. Events for youth under age twenty-one require one adult chaperone, twenty-one years or older, for every ten youth. Chaperones' names and phone numbers are to be filed with the Center no later than 10 days prior to the event date. Recreation Supervisors reserve the right to request that additional security be provided. Children attending adult or all-age events must be supervised and remain within the rented space.

ADDITIONAL STAFFING/SECURITY

Additional staffing and/or security are required for the following events; additional fees may apply:

Any rentals that take place after the building is closed to the public

Any multi room rental or a rental that involves the Kitchen

The number of additional staff members necessary for an event is determined at the discretion of the Matt Dishman Community Center. Additional staffing is provided at a rate of \$20.00 per hour per staff person for regular building staff. Fees for additional staffing will be added to rental fees and lessee is responsible for these costs. Additional private security may be required.

Necessary security needed for an event is determined at the discretion of the Matt Dishman Community Center. Cost for security is calculated at \$20.00 per hour per officer (minimum of 2) with a five-hour minimum. Security costs will be added to rental fees and renter is responsible for these costs. Renter shall only use Matt Dishman Community Centers designated security contractor and individual officers will be chosen and hired by Matt Dishman Community Center.

INDEMNIFICATION

Renter shall be liable for any loss, damage, or injury sustained by any person by reason of the negligence of the renter or the renter's agents, employees and invitees, as well as for any breach of such rules, regulations, and ordinances, to the person or persons so suffering damages or injury. Renter shall indemnify, defend and hold

harmless the City and its officers, employees and agents from any and all claims, demands, actions and suits (including all attorney fees and costs, through trial and on appeal) arising from the renter's use of the Park under this permit.

INSURANCE

The City of Portland Parks & Recreation requires a Certificate of Insurance and an Additional Insured Endorsement Letter for any event held on Park property which plans to host any of the following:

- Sell food, beverages or souvenirs to the public
- Conduct business in any way (i.e. catered parties, trade shows)
- Have animals or water as part of the planned event (i.e. dog shows, dunk tanks)
- Inflatable jumping castles
- Hold non-sanctioned sporting events/tournaments
- Any other, as requested.

The Certificate of Insurance must state the date(s) of coverage and provide public liability for bodily injury and property damage in the sum of \$1,000,000 naming the City of Portland, its officers and employees as additional insured. The minimum cancellation clause must be 30 days or more. Additional Insured Endorsement Letter must be signed by the Authorized Insurance Representative and returned with the Certificate of Insurance.

NOTE: The Certificate of Insurance and Additional Insured Endorsement Letter is due with balance of rental and must be on file with the Matt Dishman Community Center before final approval of rental space will be granted. The City of Portland has established a Special Events Liability Insurance program through which you may obtain adequate insurance coverage at a reasonable cost.

CANDLES

No lit candles are allowed with the exception of a reasonable amount of candles on a birthday cake. Birthday cake candles can only remain lit for a short duration of time. A Rental Supervisor must be present.

ALCOHOL

Requirements: Meet MDCC strict insurance policy stating date of coverage and providing public liability for bodily injury and property damage as stated above. An additional fee and higher deposit. Additional security provided by you or by PP&R (with extra fee) if requested by PP&R. You must obey O.L.C.C. regulations. Consumption of alcoholic beverages is not permitted anywhere on premises without proper certifications and fees. Approved alcohol service (if applicable) only includes beer, wine, champagne, and only cans or bottles (no kegs or casks). No alcohol consumption is allowed outside approved area(s) or times. In the event of violation of policies the event will be shut down immediately, deposit forfeited, and any future rental privileges will be lost.

SMOKING

No smoking is allowed anywhere within Matt Dishman Community Center. Smoking is not permitted in the center or on City Property per city ordinance #181436.

I have read and understand the above terms and conditions:

Renter (print name): _____ Date: _____

Renter (signature): _____ Date: _____



PORTLAND PARKS & RECREATION SM

Healthy Parks, Healthy Portland

