

595 Main St. Aumsville, Oregon 97325 (503) 749-2030•TTY 711•Fax (503) 749-1852 www.aumsville.us

## **Park Shelter Rental Form**

Small Shelter Fees: \*\*Residents Per-Use Rental Fee: \$25 Non-Resident Per-Use Rental Fee: \$50 \*Porter-Boone Large Shelter\* Refundable Deposit: \$50 \*\*Resident Rental Fee: \$60 Non-Resident Rental Fee: \$120

RENTER	INFORMATION	V					
Event Name:					Date of Event:		
Person in Charge:			5	Start T	Γime: End Time:		
Phone:		Number of Attende	mber of Attendees:		Type of Event: ☐Private ☐Public		
Email:							
Address:							
Mailing Ad	dress:						
Description	of Event:						
This insurance	must be presented at th	be required to obtain event in the time of registration in orde also need to apple for a Speci	r to re	eserve th	e location.	·	ed.
	Less than 50 A	Attendees		Mill	Creek Shelter	1	
	Wildwood She	elter 1		Mill	Creek Shelter	. 2	
	Wildwood She	elter 2		*Por	ter-Boone La	rge Shelter*	
	Wildwood She	elter 3		Port	er-Boone Stag	ge	

The following rules and regulations have been developed; for the purpose of maintaining order and comfort for the City of Aumsville's residents, merchants, and visitors, while limiting the strain on city services.

## **EVENT RULES & REGULATIONS:**

- 1. Applicant understands that no other part of the park; including waterways, restrooms, playgrounds, and parking areas may be reserved; and they will be responsible for posting the city issued reserved signage on their shelter.
- 2. Applicant will properly dispose of all the trash generated from the event and provide cleanup during and after the event. All tape, tape residue, and staples used to post decorations and signage must also be removed.
- 3. The event must be attended at all times by a person over 21 years of age that is responsible for the event operation.
- 4. **NOISE:** Music and a public address system are permitted as long as it is not heard at a distance of 100 feet from the source of the sound, unless a noise permit is obtained.
- 5. Applicant and their guests must comply with all rules and regulations, including all Park Use Ordinance Regulations in Ordinance No. 691.
- 6. **Additional Charges & Penalties:** Applicant will be charged the actual cost for any Public Works Department or other staff time spent as a direct result event clean up or damages, including any trash removal; along with a 20% administrative fee. Any person violating any provision of the Park Use Ordinance No. 691, shall upon conviction be punished by a fine of not more than \$500.00 as determined by a court of competent jurisdiction. If the person violating any provision of the ordinance

<sup>\*\*</sup>Resident fee applies to inside city limits residents, business owners, and property owners.

is under the age of 18 years, then the person's parent or legal guardian may be cited into the Aumsville Municipal Court pursuant to Aumsville Ordinance No. 434.

7. **Rental Fees:** Rental fees are non-refundable.

**NOTICE:** Oregon law (ORS 105.682) provides the owner of the land is not liable in contract or tort for injury death or property damage that arises out of use of the land for recreational purposes (known as "recreational use immunity") that immunity from liability does not apply if the owner makes a charge for permission to use the land. **This rental fee is to reserve the shelter space only.** Other uses of this park, or any use outside the designated facility are not subject to a charge and therefore, the City of Aumsville is not liable for injuries, death, or property damage arising out of such uses of the property.

## I HEREBY CERTIFY AS FOLLOWS:

- As the applicant and organizer of this event, I have read, I understand, and agree to comply with Ordinance No. 691 set forth herein, and event attendees and I will adhere to the rules and regulations of the City of Aumsville; and
- We use the park at our own risk and if my event has over 50 attendees, I will submit a homeowner's/renter's /business certificate of insurance, naming City of Aumsville additional insured for the event rental period, with the Oregon minimum or an acceptable liability limit; or have obtained liability coverage through the Tenant User Liability Insurance Program (TULIP). I agree to reimburse and hold the City of Aumsville harmless from any and all liability, claims, causes, actions, suits, loss, damage, or expense of any kind or description which may be claimed against or incurred by the agents or invitees and shall indemnify the City of Aumsville against and hold the City of Aumsville harmless from same, including attorney fees which may arise out of or be connected with or result from the use of the park facility rental period; and
- I will be responsible for the repair or damage to equipment, grounds, or the facility should any occur and for the replacement of any inventory or equipment lost or damaged during the use for which I have accepted responsibility for our organization/group/individual, to the satisfaction of the city.

I further pledge that I am of legal age and will be personally responsible for the care of the facility during its use. <u>I understand that this permit is not transferable and is revocable at any time.</u>

nthorized Signature of oplicant/Organizer	Date	City Signa	iture	Date
uthorized Signature of o-Applicant/Organizer	Date			
11 4 6				
DO NOT WRITE BELO				
DO NOT WRITE BELO	Insurance or TULIP	□ Revd. Ord No	,	
DO NOT WRITE BELO  ☐ Revd. Certificate of	Finsurance or TULIP Receipt #	□ <b>Rcvd. Ord No</b> Deposit If Paid: \$	Receipt #	