

Allegany Community Center

Rental Agreement

Millicoma River Park and Recreation District (MRPRD)

PO Box 155, Allegany, OR 97407

Scheduler Robin Cherry ~ phone: 541-290-0099

Email: millicomapark.rec@yahoo.com or cjh92048@yahoo.com

1. Property: The property is located at 10361 Hwy 241, Allegany, Oregon 97407. Rental includes kitchen, cafeteria, gymnasium, stage, restrooms, and grounds. Classrooms 1,2 and 3, may be available upon special request with approval from the MRPRD Board at an additional fee.

2. Requirements for facility Use: Renter agrees to make no installation or alteration to the premises of any kind whatsoever. Renter assumes responsibility for setting up any chairs and tables needed for their function. (Contractual setup/take down/cleaning services available through the community center custodian can be made separate from this agreement. Please ask for additional information). Renter will supply all paper goods, garbage can liners, items necessary for food preparation such as pots, pans, bowls, cooking utensils etc., needed for their function. Renter will supply items necessary for food preparation such as pots, pans, bowls, cooking utensils, etc., needed for their function. Renter will have use of two (2) free standing stoves (with ovens), microwave, refrigerator and dishwasher in the community center kitchen. **If this is a commercial rental, the renter must bring the completed application and present in person to the board for board approval.**

3. Use of Alcohol Beverages: If Renter intends to serve any alcoholic beverages on the premises, Renter shall provide proof to the MRPRD, in advance of the scheduled event, proof of compliance with all OLCC Rules and Regulations regarding licensing for the specific event for which the community center is rented.

4. Rental Rates and Fees:

- a) Rental Rates: Please see attached sheet titled "Allegany Community Center Rental Fee Schedule." Please note that confirmation of your fee is required as rental rates are subject to change without notice.
- b) Deposit: A \$100 deposit is due to hold reservation. Deposit will automatically be converted to a security deposit upon final payment. It is the obligation of the Renter to surrender the rental property in good clean condition by the time specified, except for reasonable wear and tear. Renter shall pay for any damage to the rental caused during their possession. The security deposit will be returned to Renter within 14 days following Renter vacating the rental property, minus the cost to repair or replace any damage or loss to the rental property of its contents thereof, and any other charges and expenses for which the Renter is responsible pursuant to terms of this Agreement. The MRPRD may retain the security deposit for violation of the terms and conditions of the Rental Agreement. If premises appear dirty or damaged upon check-in, Renter shall inform MRPRD immediately.
- c) **Both the rental fee and the cleaning deposit must be submitted with the rental form**

5. Payment: Acceptable payment methods are personal checks or cash. Make checks payable to MRPRD and mail to PO Box 155, Allegany, OR, 97404 or it may be left in the drop box on the outside of the building. For checks to be honored, we require two weeks be given in order to make sure check has cleared the bank. A 10% fee or \$50 (whichever is greater) will be added to any returned check.

6. Clean-up Requirements: Renter agrees to vacate the rental property no later than the hour and date as outlined on the Rental Agreement. Before vacating, Renter agrees to clean the premises, which include the following:

a. Gym: If your group pulled tables and chairs from under the stage, return them to their storage location. Wipe down all tables and chairs. Remove all decorations, tape, staples, and any other form of decorations. Take out all trash and place in outside garbage can. Sweep floors.

b. Cafeteria: Wipe down all tables and chairs. Leave cafeteria tables and chairs set up in cafeteria. Remove all decorations, tape, staples, and any other form of decorations. Check all cafeteria windows that they are closed and latched. Empty all trash cans, and replace liners. Sweep floors.

c. Restrooms: Empty all trash cans, and replace liners in trash cans. Flush all toilets as needed. Do not sweep floors.

d. Kitchen: Wash all dishes and utensils used. Wipe stove and all counter tops so they are free of food and grease. Remove all food items and dishes from the ovens and refrigerator. Empty all trash cans. Replace liners. Turn off stove burners. Clean out and drain sinks. Clean inside of microwave oven, if used. Sweep floors.

e. Outside Area: Police area for any beverage cans, cigarette butts, and/or any other litter. Place garbage bags from inside building into large outside garbage can. If picnic tables were moved, move them back to their original place. ***Outdoor rentals (All items must be removed at end of rental date and time, and not left, or Renter will be charged for removal. Renters are not to use the MRPRD garbage can for disposing of unwanted or leftover items.)***

7. Cancellation Policy: If guest wishes to cancel their reservation the security deposit will be refunded in full. If payment has been received, monies will be refunded in full if given a seven day notice of cancellation. If not, \$20 will be kept.

8. Overnight Stays: If renting the facility for overnight stays, no loud parties are allowed, and any calls from neighbors or police will result in immediate eviction and all monies will be forfeited.

Rental Rules

1. **Smoking/Drugs/Alcohol**: Smoking and/or Vaping is NOT allowed inside the facility. Any smoking inside of the facility will forfeit of the security deposit. The use or consumption of drugs or Cannabis products while on the Community Center property, is strictly prohibited and shall be cause for revocation of all rights and immediate cancellation of the rental agreement and immediate eviction from the facilities and forfeiture of all funds including rental fees and deposits. Consumption of alcoholic beverages shall be in accordance with all OLCC rules and regulations.

2. **Rules and Regulations**: All activities engaged in by Renter or their guests, while on MRPRD property shall be lawful and in full compliance with all Court, County, State and Federal laws, ordinances, rules and regulations.

3. **Damages**: Renter agrees to pay the MRPRD for all costs incurred as a result of any damage to MRPRD property during Renter's event. Renter shall pay the actual cost of replacement of personal property damaged, and/or the actual cost of repair or damage to the physical structure of the MRPRD Allegany Community Center.

4. **Guests and Personal Belongings**: Renter agrees to supervise the activities of those persons attending Renter's event or activity and acknowledges that MRPRD assumes no responsibility for such supervision. MRPRD is not responsible or assumes any liability for any items left outside and unattended.

5. **Assign, Transfer or Sublet:** Renter will not assign, transfer, or sublet the premises during the term of this Agreement without written consent of the MRPRD board.

6. **Liabilities:** Renter agrees to keep, save and hold harmless the MRPRD and its board of directors, employees and/or agents, from any and all faults, negligence, liabilities, costs and claims arising from Renter's activities, whether as a result of the Renter and or Renter's agents and/or guest, and further, Renter agrees to indemnify the MRPRD and agents from and costs, expenses, fees, claims, damages, losses, including attorney fees, of an and every nature, arising from Renter's activities occurring on MRPRD premises.

7. **Children:** We cannot guarantee that the rental property is childproof. Renter is responsible for the safety and supervision of all children under the age of 18 at all times. Special note is to be made of their safety especially around the stage area and playground. NO SKATEBOARDING allowed on premises.

8. **Pet Policy:** All pets must be up-to-date on all vaccinations including rabies. Pets must be on a leash at all times while on the premises. Renter and their guests are responsible for cleaning up of all pet refuse. Pet must not cause any damage to the premises or furnishings, If damages are caused, the cost of the damage may be deducted from the security deposit. Renter shall prevent pet(s) from producing excessive noise at a level that may disturb any neighbors. Pets are not to be left unattended for an undue length of time, either indoors or out. MRPRD assumes no responsibility for illness or injury that may occur to pets or humans while on the premises. The Renter shall be solely responsible for the pet while on the property, Violation of any of these requirements can be reason to terminate this agreement.

9. **Hunting, Firearms, Fireworks:** No hunting is permitted on the premises, and the discharge of any firearms or fireworks is expressly forbidden. Exceptions based on board approval.

10. **Appliances:** Only use appliances for their intended uses.

11. **Parking:** Parking is limited to the gravel portion of the driveway and are not to be parked where they will block any gates or doorways. There is to be no parking in the portion of the driveway where handicap access is unless you have a handicap placard. On business days where there is mail delivery please leave the spot in front of the post office open. Any illegally parked vehicle(s) are subject to towing; applicable fines/towing fees are sole responsibility of the vehicle owner. For extra vehicles, such as motor homes, extra parking is available with prior MRPRD permission.

12. **Renter Responsibilities:** Renter agrees to abide by the rental rules at all time while at the property and shall cause all members of the rental party and anyone else Renter permits on the property to abide by the following rules at all time while at the property.

BEFORE LEAVING:

Make sure all lights are turned off, except for the hall lights.

Close doors securely upon leaving facility.

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I agree to maintain the property in the same condition in which it was found. Reasonable wear and tear accepted. I agree to pay for any losses, breakage, or damage should such occur to the property or the contents therein during my stay. MRPRD will retain the amount deemed appropriate and reasonable for such repairs and/or replacement of any damaged items.

I have read and agree to abide by the requirements set forth by the MRPRD for use of the Allegany Community Center. Please complete, sign, and return this Rental Agreement page. Include total amount due check made payable to MRPRD or cash.

Type of Event: Indoor Outdoor Half-day (up to 4 hours)
 Resident Non-Resident Full-day (up to 8 hours)
 Community Private Overnight (24 hours)

Beginning Date and Time of Event: _____ Ending Date and Time of Event _____

Description of Event: _____

Areas Being Used: _____

Renter Signature: _____ Date: _____

Printed Renter Name: _____

Mailing Address: _____ Phone Number: _____

Email: _____ Driver's License Number _____ State Issued: _____

Rental Fee: _____ **Deposit:** _____ **Total Amount Paid:** _____ **Type of Payment:** _____

For MRPRD Use ONLY

Date: _____ Rental Amount Received: \$ _____ Cleaning/Security Amount Received: \$ _____

Signature of Person Receiving Completed Agreement: _____

Sign off for refund of Cleaning/Security Deposit: _____ Date: _____

If cleaning was required - #Hours / fee: _____ Balance to be refunded: _____

Allegany Community Center Rental Fee

The Allegany Community Center is available for rental as an entire building with the exception of classrooms 2 & 3. Rental includes usage of the kitchen, dining room (with tables and chairs), gymnasium, bathrooms and center grounds. Classrooms 2 & 3 may be available upon special request. Requests for no-charge community usage for special events must be made in person at the monthly board meetings held the first Tuesday of each month at 6:00 pm.

Place in the fee schedule must be based on who the event is actually intended.

Category	General Description		Extended Description	Fees
1.	Allegany Community Use		This category is for any not-for-profit event or activity that is open to the entire Allegany Community. Only events specifically sponsored by the MRPRD fall into this category.	No charge
2.	Nonprofit organizations, civic groups, service clubs		This category is designed for groups such as schools, scouts, 4H, or other groups whose purpose is to provide not-for-profit MRPRD community experiences.	\$30.00 for up to 4 hours \$50.00 for all day/8 hours
3.	Private Events	a. Allegany Resident	This category is for Allegany residents only. Events may include birthday parties, weddings, etc.	\$30.00 for up to 4 hours \$50.00 for all day/8 hours \$60.00 overnight/24 hours
		b. Non-Resident	This category is for people who are NOT Allegany community residents. Events may include birthday parties, weddings, etc.	\$70.00 for up to 4 hours \$110.00 for all day/8 hours \$230.00 overnight/24 hours
4.	Commercial Usage This category is for events held with the intent for profit. The fee schedule is the same regardless of resident or non-resident status		This category is for events held INSIDE the community center with intent for profit.	\$70.00 for up to 4 hours \$110.00 for all day/8 hours \$230.00 overnight/24 hours
5.	Special Events		This category is for discussion with the scheduler and the park board for consideration for events not listed above.	Pricing depending on board approval

Additionally:

- \$100.00 refundable cleaning/damage deposit on all rentals. Additional cleaning or damage repair outside of the deposit will be charged at \$20.00 per hour plus actual costs incurred.

We also have available contractual set-up, tear down, and cleaning services available. This must be negotiated prior to rental through our custodian. Please ask for more information.

Rental fee schedule Rev. 10/5/2022 approved