

City of Merrill Hall Rental Agreement

Merrill City Hall, located at 301 E Second Street, Merrill, Oregon, 97633 hereafter referred to as "Owner"

Fill in the information required, read the following terms and requirements, and initial bottom of page to indicate your agreement:

Name of individual, group, or organization actually using this facility, and

Name of User or person authorized to represent User

Address of User

City

State

Zip

Best phone number Home/Work (Text? Y / N) Email

Solely for the purpose of _____

Rental use begins the time the user takes possession and includes setup and clean up unless other agreements are arranged.

All rentals are for 15 hours, from 8:00 a.m. to 11:00 p.m. Please notify the Hall Representative if you need to set up before 8:00 a.m.

Use Fee

Without Alcohol Rental Use Fee \$ 100.00 X _____ (days) = \$ _____

With Alcohol Rental Use Fee \$ 200.00 X _____ (days) = \$ _____

Refundable Deposits

Refundable Cleaning, Damage, and / or Security Deposit = \$ _____

1. There is a \$100.00 per event required Cleaning, Damage, and/or Security Deposit which is refundable provided the conditions have been met. Failure to comply with any of the rental conditions could result in partial or complete loss of deposit.
2. The User is responsible for the cost of any damage to the hall or equipment. If these damages exceed the Cleaning, Damage, and/or Security Deposit, the renter shall pay the balance owing within 30 days of being billed by the City. If the City incurs attorney's fees in collecting the sums owed, the User shall be responsible for paying the City's attorney's fees and costs in recovering the damages, in addition to the damage repair cost.
3. In the event of any default under this Agreement, the prevailing party shall pay the other party's costs and reasonable attorney fees for collection incurred at any time before or after any action is filed or at trial, on appeal or any petition for review.
4. Deposits will be returned after 7 days to allow for building inspection. The deposit is forfeited if the key is not returned within 7 days after the event. If the deposit is not picked up within a reasonable time it will be turned over to the State of Oregon.

Liability Insurance

Proof of insurance is to be submitted 7 days prior to the event date.

LIABILITY INSURANCE will be required subject to these following minimum liability limits: \$500,000 Personal liability per occurrence (homeowners/renters' insurance) or \$1,000,000 Combined Single Limit when the hall is rented to a business.

Insurance Requirements for Hazard Events i.e. athletic activities

1. Rentals involving hazardous activities shall be required to maintain general liability insurance in the amount of \$2,000,000 and provide the City with a certificate of insurance naming the City of Merrill as an additional insured.
2. Special Equipment: YES NO (Examples: Bounce House, Slip -n- Slide, Trampolines, etc.)

If you selected Yes above, provide the City with a Special Event Policy listing the City of Merrill as additional insured. Bouncy houses require insurance specifically identifying coverage of their use.

The User **shall indemnify, defend, and hold harmless** the City of Merrill, its officers, agents, representatives, and employees from any and all, claims, suits, actions, damages and costs including attorney's fees incurred in the defense of any claims to the enforcement of this agreement or demands of any nature arising out of the use of, or the inability to use, the Owner's property, to the extent caused by, or arising from the use of the Premises by the User, its officers, contractors, agents, representatives, employees, invitees, heirs or assigns, or demands of any kind resulting from the use of the City Hall for any event with a gathering of individuals during the Covid-19 Pandemic or any other health circumstance. The User is responsible for ensuring that all social distance and other safety standards are followed, including maximum attendance and disinfecting all surfaces as needed.

Rental Date and Times

- The use period shall commence on _____ the _____ day of _____ 20____ at _____ am / pm and Terminates on _____ the _____ day of _____ 20____ at _____ am / pm **OR**
- Revolving Use defined as: Every _____ from _____ to _____ until _____
weekday time time end date

Payment Details

- \$ _____ Deposit Paid on _____ the _____ day of _____ 20____.
- \$ _____ Use Fee Paid on _____ the _____ day of _____ 20____.
- Liability insurance provided.
- Key # _____ Provided to _____ / /
- Has the renter been informed about the locking of the facility and the return of the key?

Make checks payable to: City of Merrill

Physical Address for Use:
301 E Second Street
Merrill, OR 97633

Mailing Address:
PO Box 487
Merrill, OR 97633

Merrill City Hall Use & Harmless Agreement

Terms and Conditions

Read the Following Terms and Conditions, Check the Corresponding Line and Initial Bottom of page to Indicate Your Agreement:

City of Merrill Representative include any employed staff, volunteer(s), or elected official(s) by the City of Merrill.

#1 CHECK ONE ONLY:

Yes **NO ALCHOLIC BEVERAGES WILL BE SERVED OR ALLOWED ON THE PREMISES.**

Any appointed City of Merrill Representative may inspect the premises at any time, and if any alcoholic beverage or other intoxicating or other controlled substances is evident or has suspicion of violation, the City of Merrill Representative shall reserve the exclusive right to immediately stop any activity and close the hall. All use fees and/or deposits paid by the User will be forfeited and a \$1,000.00 civil penalty will be imposed. Criminal penalties may be imposed in addition to the civil penalty.

OR

Yes **ALCHOLIC BEVERAGES WILL BE SERVED AND ALLOWED ON THE PREMISES AS FOLLOWS:**

Alcoholic beverages may be sold or served as part of User's intended use of the Premises provided that (a) User complies with the laws and regulations of the Oregon Liquor Control Commission and applicable local county or city governments regulating the sale or serving of alcoholic beverages and obtains all required sale and serving licenses, or assures that all required licenses are obtained by third parties hired to serve or sell alcoholic beverages, prior to taking occupancy of the Premises; and (b) in addition to the insurance requirements set forth in paragraph 12 below, User will provide proof of Host or Retail Liquor Liability Coverage in an amount no less than \$1,000,000 naming Owner, City of Merrill, as additional insured. User will provide proof of such insurance, and proof that the required OLCC licenses have been obtained, prior to taking occupancy of the Premises. Any appointed Representative of the City of Merrill may, at any time, inspect the Premises and, if any alcoholic beverage or other intoxicating or controlled substance is being sold or served in violation of this paragraph, the City Representative shall have the right to immediately stop any activity and close the hall, and all use fees and/or deposits paid by the User will be immediately forfeited. Criminal penalties may be imposed for violations.

ALCOHOL USE/SERVICE

1. Alcohol may be consumed with the purchase of an Alcohol Permit and proof of General Liability Insurance with Host or Retail Liquor Coverage with the City of Merrill Listed as Additional Insured.
2. Alcohol Permits are only issued to individuals ages 21 or older; ID is required. No permit request will be reviewed prior to receipt of the proof of General Liability Insurance with Host or Retail Liquor Coverage.
3. Users will be provided a copy of the 2022 Oregon Administration Rules Compilation Chapter 845-006-0430 Alcohol Management in Public Venues and agree to abide by the rules.
4. Alcohol service must stop 60 Minutes prior to the conclusion of the rental.
5. The service and consumption of beverages is restricted to the approved rented area of the City Hall. All services and consumption must meet OLCC requirements. City of Merrill Representative may enter and inspect premises during event and has the authority to call Police. The representative has the right to check the IDs of any participant and has the authority to end the event.

6. User will be responsible for having security or monitor on site during the event where alcohol is being served.

Name of Security or Monitor: _____ Ph. #: _____

7. A Servers Permit issued by OLCC shall be required.

8. An OLCC Liquor License shall be required for commercial events.

9. An OLCC Special Events License is required at all events where alcohol is available and you either require payment or purchase or accept donations of money (including tip jar), for :

- Alcohol;
- Entry or admission;
- Any of other product or service.

No OLCC Special Events License is required when:

- Alcohol is available, but there is no payment or purchase required, and no donation of money (including tip jar) are accepted for alcohol, for entry/admission, for any other product or service.
- Private events that typically do not require an OLCC Special Events License are wedding receptions, anniversary celebrations, birthday parties, bar mitzvahs, etc.
- **A Servers Permit issued by OLCC shall be required.**
- It is the User's responsibility to contact OLCC to confirm requirements for event.
- To determine if you need an OLCC License contact Klamath County, Klamath Falls OLCC Office @ 735 Commercial, Suite 7000, Klamath Falls, OR 97601
Phone: (541) 883-5600; Fax: (541) 883-5507
OLCC can take 10 – 30 days to process a license. A copy of the OLCC License must be provided to the City of Merrill no less than 3 days prior to the event's start date. The OLCC License must be present during the event and visible in the area where alcohol beverages are being served.

#2 Yes There is **NO SMOKING** in the building or within 10 feet of any entrance. Any smoking debris (cigarette butts) found in or around the building will cause a forfeiture of part or all of the deposit.

#3. Yes **The User shall be responsible for conduct.** User shall maintain order throughout the Use period and shall not engage in any conduct, or permit any event or conduct on the Premises, any City of Merrill property or any surrounding areas that may cause harm, injury or damage to persons or property or to the good name of City of Merrill. User will not allow exhibitionism, indecent, or offensive acts contrary to good standards of moral conduct by anyone associated with the User. These covenants and restrictions apply to parking areas and any persons using a public right of way if they are attending a function at City Hall. It is further agreed that any City of Merrill Representative may, at any time, inspect the Premises. The City of Merrill Representative shall have the right to immediately stop any unpermitted activity and close the hall, and all use fees and/or deposits paid by the User will be immediately forfeited.

#4. Yes The User shall comply with all federal, state and local laws, codes, regulations, and ordinances applicable to the use of the Premises (including but not limited to any noise or nuisance ordinance, occupancy limitations, civil rights statutes and County Health Department requirements on food serving or sales), shall acquire any license or permit required for User's use, shall not apply

any pesticides while using the Premises, and shall be responsible for and pay any taxes and assessments due as a result of this agreement.

#5. Yes The User shall not interfere with the business of the Owner/City of Merrill or any other user of the City of Merrill property.

#6. Yes The User shall not hinder any foot or vehicular traffic to, from or on the Premises nor block any fire exits or lanes.

#7. Yes The User shall not assign or sublet any part of the Premises.

#8. Yes The User shall maintain the Premises in as existed at the commencement of this agreement and shall not alter, add or make improvements to or upon the Premises without the written consent from the Owner. Upon expiration of this agreement, the Premises shall be returned to the Owner in condition as existed at the commencement of Use. All personal property of the User shall be removed prior to the expiration of this agreement and the Owner or its representative may dispose of all remaining property. The User shall be liable to the Owner for the cost of such removal (at a minimum rate of \$20 per hr.). The Owner shall apply the security deposit up to the amount of such costs. If the costs exceed the amount of the deposit, the User shall pay to the Owner, promptly on demand, the amount of such costs in excess of the deposit. Cleaning fees may be assessed in the same manner for not returning the facility to preuse condition (at a minimum rate of \$20 per hr.) There will be a \$50.00 per day [or any portion thereof] nonrefundable fee if the Premises have not been vacated by the agreed time.

#9. Yes If use of the City Hall and/or Premises results in damage to City of Merrill property, including but not limited to floor damage (such as gum, spills, scratches or markings from moving equipment etc.), or any of City of Merrill property, the User shall be liable to the Owner for the amount of such damage. The Owner shall apply the security deposit up to the amount of such damage. If the amount of such damage exceeds the amount of such deposit, the User shall pay to the Owner, promptly on demand, the amount of such damage in excess of the deposit. The Owner shall promptly return all deposits to the User that is in excess of the damages incurred.

#10. Yes The User shall be responsible for securing all avenues of access to and from the City Hall in order to provide for the safety and security of the City Hall facilities and City of Merrill personal property when a representative of the User is not physically present on the Premises.

#11. Yes The User agrees that all rooms not agreed to for User occupation on page one of this agreement shall not be entered by anyone for any reason except when the safety and/or security of the facility may be at risk. In the event of an emergency User will telephone 911 to summon the appropriate authorities.

#12. CHECK ONLY ONE:**User is an entity or involves a higher risk activity (Scout Troop; Religious Group; School; Farmer's Market; Craft's Fair or especially any event with alcohol)**

Yes The User shall obtain, at User's expense, and keep in effect during the term of this agreement, a commercial general liability insurance policy covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) with a general aggregate limit of at least Two Million Dollars (\$2,000,000). The required insurance shall include contractual liability coverage for any indemnity obligation of the User in this agreement. The Owner may require higher amounts or additional types of insurance coverage after considering the type of exposure associated with the User's anticipated or actual use. Prior to taking possession, the User shall furnish a Certificate of Insurance naming the Owner as an additional insured. The User, and not the Owner, shall be responsible for insuring any of User's personal property that may be brought onto the Premises and releases the Owner from any damages to such property arising on or about the Premises from any cause.

Yes Evidence of insurance in the required amounts and an endorsement naming the Owner as an additional insured has been provided.

User's Agent Name _____ Ph. #: _____

ALTERNATE: User is an individual for low-risk, not-for-profit activity (Small group singing practice; Bunco group; funeral reception serving no alcohol; etc.)

Yes The User is an individual and carries homeowner's property and liability insurance on the User's home. The User shall obtain, at the User's expense, a Certificate of Insurance naming the Owner as an additional insured for liability coverage in the amount of \$1,000,000. The User, and not the Owner, shall be responsible for insuring any of User's personal property that may be brought onto the Premises and releases the Owner from any damages to such property arising on or about the Premises from any cause.

Yes Evidence of insurance in the required amounts and an endorsement naming the Owner as an additional insured has been provided.

User's Agent Name _____ Ph. #: _____

Note: Event insurance is offered at a reasonable cost from various vendors, such as The Event Helper, which can be found at <https://www.theeventhelper.com>. The Owner makes no representation or warranty regarding such insurance products.

#13. Yes User shall empty waste receptacles, remove and properly dispose of all trash, garbage off the premises.

#14. Yes User shall not affix banners, signs or other items to ceilings, walls, doors, floors, or furniture in a way that will cause damage. Do not use staples, nails or duct tape on walls or tables. The use of glitter and confetti is prohibited.

#15. Yes User shall remove all decorations and tape from walls. All tables and chairs must be cleaned and put back as found.

#16. Yes User shall make sure counter tops, sinks, microwave, refrigerator, stove and oven are left in clean condition. **UTENSILS, DISHES, PANS & ETC. ARE NOT TO LEAVE THE BUILDING. NO ITEMS ARE LOANED OUT.**

#17. Yes User shall bring their own coffee and dispenser as the City does not provide.

#18. Yes User's responsibility to haul trash/garbage away. Bring your own trash bags and containers for trash and refuse . The City Hall provides 1 trash can. User shall Patrol ground for litter if your quests are allowed outside the building.

#19. Yes User shall make sure the floors are swept and mopped after each event for food and liquid spills including the restrooms. City Hall provides a mop and bucket.

#20. Yes User shall clean bathroom sinks, mirrors, and toilets. Toilet paper, paper towels, and hand soap is provided. City Hall provides minimal cleaning supplies.

#21. Yes User shall limit amplified MUSIC AND/OR NOISE. If music can be heard in the middle of Second Street it is too loud. In general, after 10:00 pm noise must be reduced to a level low enough so as not to disturb the residential neighbors around the City Hall. If there is disturbance from loud music OR anything else that a Police Officer or City Official is called upon will result in forfeiture of the cleaning and security deposit and/or early termination of the event in progress.

#22. Yes Unless prior arrangements have been made with the City of Merrill, the hall must be cleaned up immediate after the event.

#23. Yes User is responsible for making sure all windows and doors are locked upon leaving the hall.

#24. Yes User has examined the Merrill City Hall and premises and is satisfied with the conditions thereof and relies completely upon such examination, and not on any representation or promise of Owner or any other persons, in using this facility.

#25. Yes User is aware of the condition of the tables and chairs.

Number of Tables	Table Sizes	Condition
5	31" x 96" Rectangular	5 Tan Utility Tables in good condition with minor scratches
4	31" x 96" Rectangular	4 Wood Utility Tables in fair condition with notable scratches and wear.
1	Medium Size	Kitchen Table in good condition.
Number of Chairs	Style	Condition
18	Blue Cloth Cushioned	Good Condition
6	Blue Metal	Good/Fair Condition
27	Tan Metal	Good/Fair Condition

**WALK THROUGH
RENTAL LIABILITIES CHECKLIST
INDOOR EVENT-SITE SAFETY**

Safety Inspection Description	YES	NO	N/A
1) Prior to the event, were indoor facilities inspected to discover and eliminate dangerous conditions?			
2) Will personnel be available to evaluate and rectify hazardous circumstances throughout the event? If User has no Security or Montior during the event please call 911			
3) Are the emergency lights, fire and smoke alarms, sprinkler systems and fire extinguishers in proper working conditions?			
4) Have evacuation plans been established and reviewed with the User? Post inside the door to City Hall Chambers.			
5) Are the access/egress unobstructed and inspected prior to and at the time of the event?			
6) Are exits properly signed, illuminated and obstructed?			
7) Has the maximum occupancy been determined and discussed with User? Post inside the door to City Hall Chambers.			
8) Are policies and procedures established/posted so maximum occupancy is not exceeded? Post inside the door to City Hall Chambers.			
9) If animals cause any damage to trees, shrubs, buildings, or other property are provisions in place to obtain reimbursements?			
10) Are floors free of uneven surfaces, cracks, holes or slippery spots where people can slip, trip or fall?			
11) Is lighting in aisles, hallways, corridors, and event areas adequate?			
12) Is electrical equipment of sufficient capacity free from defects and secured from general access?			
13) Does the User have permission to use television?			
14) Is the TV cabinet secured from general access and in good condition?			
15) Are extension cords free from defects, equipped with ground prongs and situated so they do not present a tripping hazard?			
16) Is the stage available to the User and free from hazards?			
18) Are there any hazardous operations (spray painting, construction areas, machinery, etc.) that need to be ceased during the event or secured from general public access?			

Please note: The City reserves the right to require the User to provide security as designated by the City at User's expense. The City also reserves the right to refuse the rental of the City Hall to parties that have previously violated a rental agreement.

This instrument contains the entire agreement and understanding between parties relating to User’s use of the City Hall and Premises. No modifications or claimed waiver shall be binding upon either party unless in writing made after the date hereof, making specific reference to this agreement and signed by both Owner and User.

Renter and the City of Merrill hereby certify that these provisions were mutually negotiated and agreed upon.

_____ Date _____ Time _____
Signature of User

City of Merrill Representative: _____, authorized to sign
Print Name
for and on behalf of the City of Merrill _____, Date _____
Signature of City of Merrill Representative
(541) 798-5808 recorder@cityofmerrill.org or clerk@cityofmerrill.org