



Fanno Creek House Rental Application

APPLICANT/ORGANIZER INFORMATION

Name of organizer (Authorized to sign all documents): _____

Name of group/organizer: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

EVENT INFORMATION

Name of event: _____ Date(s) of event: _____

Event hours: Start: _____ End: _____

Event set up start time: _____ Tear down end time: _____

Estimated attendance (Maximum capacity is 49): _____

EVENT INFORMATION

Alcohol? Yes No

If yes, provided by: Guests Host

(Please Note: Alcohol fee and certificate of liability insurance that includes a host liquor liability endorsement require 30 days prior to event if alcohol provided by host.)

Amplified music/sound? Yes No

If yes, source: Live band DJ Speaker/PA Other: _____

(Please Note: Sound equipment must not be operated so as to be plainly audible at a distance of 100 feet or more.)

Open to the public? Yes No

Admission fee (Entry, registration, donation or other fee)? Yes No

(Please Note: Payment for items, services or participation cannot be collected in City parks.)

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Office Use Only Initials _____ Permit # _____ Event Date _____ Organizer _____ Insurance Rec _____ Caterer Rec _____ Deposit Ref _____

RENTAL FEES	
APPLICATION FEE	
Resident (within Tigard city limits)	\$ 25.00 /per event
Non-Resident	\$ 50.00 /per event
DEPOSIT (Refundable)	\$250.00 /per event
HOUSE RENTAL FEES (2 hour minimum)	
Resident (within Tigard city limits)	\$ 55.00 /hour \$385.00 /day
Non-Resident	\$ 95.00 /hour \$665.00 /day
ALCOHOL PERMIT FEE	\$ 25.00 /per event
RENTAL CHANGE FEE	\$ 15.00 /per event

NOTE: Fees, charges, deposits are subject to change. All fees must be paid in full to process.

FEE TOTAL AND PAYMENT INFORMATION

Application Fee: \$ _____
 Deposit (Refundable): \$ _____
 House Rental Fee (times #of hours): \$ _____
 Alcohol Permit Fee: \$ _____
TOTAL FEES \$ _____

Method of payment:

Cash Check (Payable to the City of Tigard)
 Visa MasterCard AMEX

Cardholder's name: _____

Card #: _____

Exp: ____ / ____ Amount to be charged: _____

APPLICATIONS CAN BE SUBMITTED:

1. By fax or email with credit card payment information to 503-684-8840 (fax) or parkres@tigard-or.gov (email).
2. By mail with payment to Tigard Public Works, Parks Division, 13125 SW Hall Blvd., Tigard, OR 97223
3. In person at the Tigard Public Works Building, 8777 SW Burnham St., Tigard, OR 97223. Office hours are from 8 a.m. to 5 p.m., Monday-Thursday.

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FACILITY AND PARK RENTAL AND USE REGULATIONS

I. Definitions

For the purpose of these rules, the following definitions apply:

- A. "City" refers to the City of Tigard.
- B. "Good Standing" is defined as an account with a zero past due balance.
- C. "Organizer" refers to an individual, a representative of an organization, group, etc., that applies to rent a shelter, sports field, or other facility or that applies for a Park Special Use/Event Permit.

II. General Rental Rules

- A. Reservations are accepted as outlined in the Tigard facility rental applications.
- B. The Organizer's name, address, and phone number must appear on all paperwork associated with the rental, including but not limited to the application, permits, insurance certificates, payments, etc.
- C. Reservations are only accepted from an Organizer whose account is in Good Standing.
- D. The Organizer is responsible for:
 - a. The actions of all those using the rented facility.
 - b. For accurately reporting the number of people using the facility.
 - c. For the condition of the facility at the end of the rental period. (Facilities should be undamaged and clean with tables wiped clean, litter placed in trash cans/dumpsters, and decorations removed.)
 - d. Posting all signage/markings in an acceptable manner and removing said signage/markings immediately following the event. At no time will signs, paint or any type of permanent marking be affixed or applied to plants or any public facility, including city streets. Examples of acceptable methods of signage/markings include stand-alone A-frame signs and washable sidewalk chalk markings.
 - e. Obtaining the written approval of the park division manager before installing anything that pierces the ground, including but not limited to tent stakes, signposts, or other supports.
 - f. Complying with all applicable health and safety rules and regulations.
- E. The City reserves the right, at its sole discretion, to charge the Organizer:
 - a. For special equipment.
 - b. To repair damage (including materials and labor).*
 - c. For personnel:
 - i. To provide cleaning services if the facility is not left in the condition outlined in II.D.c.*
 - ii. To implement a traffic control plan, parking plan and/or garbage and cleanup plan (where applicable) in the event the Organizer fails to do so.
 - d. Personnel/labor costs will be calculated based on the City's actual costs. Costs may be at an overtime rate and may include overhead costs.
- F. The Organizer must be at least 18 years of age.
- G. The minimum rental period is 2 hours.
- H. A facility rental is for the exclusive use of the stated facility only and does not grant or imply the rental of, or the exclusive rights to other park facilities or areas. At no time will the Organizer or those associated with the Organizer, block or inhibit access to other areas or facilities not included in the rental.
- I. The Organizer must strictly adhere to the scheduled reservation time, which must include time for setup, teardown and cleanup. Facilities are not available prior to the rental period and must be completely vacated at the end of the rental period.
- J. Sound equipment must not be operated so as to be plainly audible at a distance of 100 feet or more.
- K. The City reserves the right to cancel any scheduled usage of a park facility at any time. Under these circumstances, every effort will be made to find an alternative date or location for the Organizer. If an alternative cannot be found, a full credit or refund (including non-refundable fees) will be issued.
- L. The City may assess any charges, fees or deposits authorized by the City Council and outlined in the City's Master Fees and Charges Schedule and Tigard park facility rental applications.

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- N. Failure to comply with any of the requirements and/or timelines established herein will result in a cancellation of the reservation; facilities will be rented to other park users.
- O. Requests for exemptions to any of the Park Rental and Use Regulations must be made in writing, to the parks division manager.

III. Prohibited at City Facilities

- A. The following are prohibited in City facilities:
 - a. Play structures such as dunk tanks, rock climbing walls, mechanical bulls, inflatable pools, or play structures that participants climb in or on (e.g. bounce houses).
 - b. The sale or offer to sell any article, or performing or offering to perform any service for hire except as outlined in Chapter 7.52.080 of the Tigard Municipal Code.
 - c. Gratuities or tips.
 - d. All smoked materials—including cigarettes, cannabis products, cigars, and pipes—and e-cigarette products that emulate smoking are prohibited on all City park property, park facilities, and trails.

IV. Insurance

The following insurance documents are required no less than 30 calendar days prior to the event:

- A. Comprehensive General Liability Certificate of Insurance (COI)
- B. Additional Insured Endorsement
 - a. The coverage must name the City of Tigard, its officers, directors, employees, and volunteers as additional insured. *Please note: a statement of additional insured status on the COI will not suffice in lieu of an endorsement.*
 - b. The coverage must have a limit of each occurrence of no less than \$1,000,000.
 - c. If alcohol will be served, the certificate must include coverage for host liquor liability.
- C. Options for insuring your event:
 - a. Online insurance companies offering one-day event coverage (e.g., The EventHelper.com, Wedsafe.com, PrivateEventInsurance.com, etc.)
 - b. Rarely, some homeowners insurance companies offer the ability to additionally insure a third party.

V. Alcohol

- A. Alcoholic beverages are permitted in most Tigard parks. However, alcohol is prohibited in any existing or future city park located within the city's urban renewal districts without a city permit. This includes, but not limited to: Main Street Park, Liberty Park, Commercial Park, Fanno Creek Park and the Jim Griffith Memorial Skate Park.
- B. The sale of beer or wine at City facilities is prohibited except as outlined in Chapter 7.52.100 of the Tigard Municipal Code.
- C. In parks where alcohol is permitted, requirements vary based on how the alcohol is provided.
 - a. If there is no pre-paid admission or registration for the event and a single source provider (host) provides/serves alcohol to event participants, it is the sole responsibility of the Organizer to furnish the City with a certificate of insurance that includes a host liquor liability endorsement as specified in Tigard park facility rental application.
 - b. If there is pre-paid admission or registration for the event and a single source provider (host) provides/serves alcohol to event participants, all individuals who serve alcohol must possess a valid alcohol server permit issued by the Oregon Liquor Control Commission (OLCC). It is the sole responsibility of the Organizer to furnish the City with OLCC permits for all individuals who will serve alcohol as specified in the Tigard park facility rental application. The City must receive the permits no less than 30 calendar days prior to any rental.
 - c. There are no insurance requirements if event participants brings their own alcohol for personal consumption.
- D. Consumption of alcohol must comply will all applicable state liquor laws and permitting requirements.

VI. Cancellations, Refunds

- A. No credit or refunds are made due to weather conditions.
- B. The following charges and fees are non-refundable:
 - a. Application fees
- C. Requests for credits or refunds must be received, in writing, 14 calendar days prior to the rental.
- D. A change fee of \$15 will be required for any reservation changes.

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ACKNOWLEDGMENT AND INDEMNIFICATION

I agree to hold harmless, indemnify, and fully and completely release the City of Tigard, it’s officers, directors, employees, and agents from any and all claims, demands, damages, losses, causes of action, costs, expenses and liability of every nature and description of whatsoever kind of death or injury of all persons involved and/or on account of all property damage of any kind whether tangible, intangible, or loss of use resulting there from, to any party arising from, during or in any matter connected with the event activities. I acknowledge I have read the Park Rental and Use Regulations and agree to comply with all the rules set forth. Failure to comply with the Park Rental and Use Regulations may lead to cancellation of the event.

Applicant signature: _____ **Date:** _____

NOTICE: Oregon law (ORS 105.682, et seq.) provides the owner of 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 only for use of the assigned Shelter and for use of the shelter-related amenities in the shelter; or the assigned sports field. Other uses of this park, or any use of the property outside the assigned shelter or field, are not subject to a charge and therefore the City of Tigard is not liable for injuries, death, or property damage arising out of such uses of the property for which no specific charge has been made.

Approved by: _____ **Date:** _____

FOR STAFF USE ONLY