



Date _____
 Received: _____

CITY OF FAIRVIEW APPLICATION FOR MEETING ROOM USE

Please fully and accurately answer all questions, and read and sign the Usage Agreement. Incomplete applications will not be processed. Applications must be legible; please type or print clearly using ink.

Date of Application _____

| ORGANIZATION INFORMATION (this section must be filled out completely) | | | |
|---|--|--|--|
| Name of Organization <i>(please write out completely or write N/A if none)</i> : | Is this a non-profit organization? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Must provide the non-profit ID# for the non-profit rental rate to apply:</i> | | |
| Name of Contact Person: | E-mail Address: | | |
| Mailing Address | | | |
| City | State | Zip Code | |
| Day Phone | Evening Phone | Cell Phone | |
| EVENT/MEETING INFORMATION (this section must be filled out completely) | | | |
| Event Date: | If you are requesting multiple dates, please list all dates desired: <i>(ex: Mondays 1/9/06 – 6/27/06)</i> | | |
| Event start time <i>(including set-up)</i> : | Event end time <i>(including clean-up)</i> : | Expected number of attendees: | Rental Fees <i>(See fee information on following page)</i> : |
| Please mark which building and room(s) you would like to reserve <i>(You may use only one City facility per day)</i> | | | |
| <input type="checkbox"/> Community Center 300 Harrison Street | Betty Gallagher Room <i>(upper level - 89 people max)</i> <input type="checkbox"/> Outdoor Plaza <input type="checkbox"/> | | |
| <input type="checkbox"/> City Hall 1300 NE Village Street <i>(during normal business hours)</i> | City Council Chambers <i>(Chairs only: 124 people max)</i> <input type="checkbox"/> <i>(Tables & Chairs: 58 people max)</i> <input type="checkbox"/> | | Heslin Conference Room <i>(12 people max)</i> <input type="checkbox"/> |
| Please describe the purpose of your event or meeting: | | | |
| Please describe in detail the activities planned for the event or meeting: | | | |
| Will entry fees be charged? <input type="checkbox"/> Yes <input type="checkbox"/> No | | Will materials be offered for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Will future business be solicited by a speaker or through literature available at the meeting? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |

Will the purpose of the event or meeting include the promotion or opposition of political candidates, committees, initiatives, referendums, recall petitions, and/or ballot measures? Yes No

Will children under 18 be present? Yes No *If Yes, how will they be supervised (please be specific):*

Will any kind of sound amplification be used? Yes No

Will music be played? Yes No

Will decorations be used? Yes No

NOTE: If special accommodations are needed, please call (503) 674-6224.

SECURITY DEPOSIT AND RENTAL FEE INFORMATION

All necessary deposits and/or fees must be received at least seven (7) business days in advance of your scheduled usage. The City accepts cash or check payments. Checks should be made payable to "City of Fairview".

Deposits are not returned until key card and check-sheet have been returned. For questions regarding refund of your deposit, please call (503) 674-6224 or email leymasterd@ci.fairview.or.us.

| Organization Type | Refundable Security Deposit | Non-Refundable Room Use Rental Fees (Weekday Half-day = 9am-3pm or 4pm-10pm) (Weekend Half-day = 9am-3pm or 4pm-8pm) |
|--|--------------------------------------|--|
| Private Fairview Resident | \$150 (Weekdays) \$400 (Weekends) | \$20 per hour Weekday \$75 Weekday Half-Day \$100 Weekend Half-Day \$200 Full Day |
| Private Non-Fairview Resident | \$150 (Weekdays) \$400 (Weekends) | \$25 per hour Weekday \$150 Weekday Half-Day \$200 Weekend Half-Day \$350 Full Day |
| Government Agencies/Non-Profit Organizations | \$150 (Weekdays) \$400 (Weekends) | \$10 per hour Weekday \$20 Weekday Half-Day \$30 Weekend Half-Day \$50 Full Day |
| Additional Fees: | | |
| *Cleaning Fee for groups larger than 25 | \$5 per hour of use | Only applies when room use rental fee is waived and is not subject to fee waiver request |

FACILITY USE FEE WAIVER POLICY

Policy General Principles

- Fee reductions or waiver requests must be submitted with a Facility Use Application.
- Use of City Hall Council Chambers or Heslin Room Conference Room does not include the use of City Staff break rooms or City Council workroom.
- Agreement for use of City facilities does not include use of IT equipment (screens, microphones, projectors). These are separate request and subject to deposits and rental fees.
- Scheduling and use of City facilities is subject to availability of the requested facility.
- Fee waivers will not affect the obligation of the facility user to comply with all requirements associated with facility use including city codes, ordinances, regulations or other applicable governmental regulations, state or federal law.
- **Organizations or groups requesting a fee waiver for the use of city facilities must advance or be compatible with one of the following principles: Safety, Quality of Life, Health, Education, or Community Enrichment.**
- Organizations that discriminate on the grounds of race, color, national origin, ancestry, age, gender, or disability will not be eligible.
- If it is determined that an organization does not meet the criteria for fee waivers, the organization may request a re-consideration by the City Council at no cost.
- **\$5 cleaning fee will be applied per hour of use for groups larger than 25 and will not be waived.**
- **Waiving of rental fees limited to the first 6 hours of use per month.**
- **Security deposits will not be waived for groups larger than 10 but may be reduced for groups smaller than 10.**
- **Youth based groups (members 18 years old and under) and senior citizen based groups (65 and over) are subject to Table B below.**
- **Professional organizations providing training and seminars that directly relate to city business and city staff will attend are subject to Table C below.**

Fee Waiver Criteria (must meet the above stated general principals and one of the following):

- Organization or group is a locally based, nonprofit corporation registered with the state of Oregon or is a federally recognized 501(c)(3).
- Organization or group pertains to City business or public safety and benefits a City department or facility.
- Organization or group is youth-based (members are 18 and under) and is a nonprofit corporation registered with the state of Oregon or is a federally recognized 501(c)(3).

Not Eligible for Facility Use Waiver:

- Individuals
- Organizations or groups which are not incorporated
- Private functions
- Organizations or groups based outside the Fairview City limits (unless the demonstrated benefit are primarily to residents of Fairview)
- Nonprofit groups or organizations who charge for attendance when event is not of a fundraising nature
- Organizations or groups who have not satisfactorily fulfilled their obligations from previous City of Fairview Facility Use

TABLE B – FACILITY USE FEES FOR YOUTH BASED AND SENIOR CITIZEN BASED NON-PROFIT GROUPS OR ORGANIZATIONS

| Organization Type | Refundable Key Deposit | Non-Refundable Room Use Rental Fees (Weekday Half-day = 9am-3pm or 4pm-10pm) (Weekend Half-day = 9am-3pm or 4pm-8pm) |
|--|------------------------|--|
| Non Profit Youth Based Organization or Group (members are 18 years old or younger) | \$25 | \$10 per hour \$20 Weekday Half-Day \$30 Weekend Half-Day \$50 Full Day Waivers Available: June-August: Monday-Thursday (Friday-Sunday use permitted as available) September-May: Sunday- Saturday <i>“Fee waived use” limited to 12 hours per month</i> |
| Non-Profit Senior Citizen Based Organization/Group (members are 65 years old or older) | \$25 | \$10 per hour \$20 Weekday Half-Day \$30 Weekend Half-Day \$50 Full Day Waivers Available: June-August: Monday-Thursday (Friday-Sunday use permitted as available) September-May: Sunday- Saturday <i>“Fee waived use” limited to 12 hours per month</i> |
| Additional Fees: | | |
| *Cleaning Fee for groups larger than 25 | \$5 per hour of use | Only applies when room use rental fee is waived and is not subject to fee waiver request |

TABLE C – FACILITY USE FEES FOR PROFESSIONAL ORGANIZATIONS PROVIDING TRAINING OR SEMINARS THAT DIRECTLY RELATE TO CITY BUSINESS AND CITY STAFF WILL ATTEND.

| Organization Type | Refundable Key Deposit | Non-Refundable Room Use Rental Fees (Weekday Half-day = 9am-3pm or 4pm-10pm) (Weekend Half-day = 9am-3pm or 4pm-8pm) |
|--|------------------------|---|
| Professional organizations providing training or seminars that directly relate to city business and city staff will attend including, but not limited to, Oregon Police Officers Assoc., Oregon Assoc. of Water Utilities, Incode, CIS, etc. | \$25 | \$10 per hour \$20 Weekday Half-Day \$30 Weekend Half-Day \$50 Full Day Waivers Available: Monday – Friday <i>“Fee waived use” limited to 18 hours per month</i> |
| | | Refundable Security Deposit \$150.00 Weekday - \$400 Weekend <i>Deposit Waived</i> |
| Additional Fees: | | |
| *Cleaning Fee for groups larger than 25 | \$5 per hour of use | <i>Waived per hour cleaning fee limited to hours approved for “Fee waived use”</i> |

**Additional Requests or Waivers are subject to approval of the City Administrator.

If requesting a facility use fee waiver please describe how your organization or group meets the fee waiver eligibility criteria:

APPLICATION REVIEW

Review and processing of applications may take seven (7) business days. If your application is approved, and the requested dates and times are available, a confirmation form will be emailed or mailed to you. Otherwise, we will contact you to discuss alternatives. *Your request is not confirmed until you receive the confirmation form.*

Please see below for instructions on submitting your application, usage agreement, and/or any necessary deposits and fees.

Mail to:

City of Fairview
Administration Department
1300 NE Village Street
Fairview, Oregon 97024

Bring to:

Fairview City Hall
Administration Department
1300 NE Village Street
Fairview, Oregon 97024

Fax to:

(503) 666-0888

Please read and sign the attached usage agreement and submit with your application.

CITY OF FAIRVIEW MEETING ROOM USAGE AGREEMENT

This form must be signed, dated and returned with the “Application for Room Use” form. Failure to sign, date and return this agreement will delay review of your application. Read this form carefully. It affects your legal rights. This agreement applies to all future uses of the facilities.

Key Usage: A key will be checked out to user no sooner than one business day prior to the event and must be returned no later than one business day after the event. For on-going events, special arrangements can be made. Keys can be picked up and dropped off at City Hall (Administration Department). Call 503-674-6224 with any questions.

Hours: The Fairview Community Center is available by reservation every day, **from 9:00 am to 10:00 pm – Monday through Friday and 9:00 am to 8:00 pm – Saturday and Sunday.** The meeting rooms within the Fairview City Hall are available Monday through Friday from 9:00 am to 4:30 pm., unless a City of Fairview employee is involved and will be attending the function.

Prohibited Activities/Uses: The following uses are prohibited at all locations: Any events at which entrance fees are charged; and/or where merchandise is offered for sale; and/or where future business will be solicited by a speaker, through literature available at the meeting, and/or future contacts developed at the meeting. The following activities are **prohibited** at all locations: (1) smoking, (2) the consumption of alcohol, (3) the burning of any items, including candles or incense, (4) use of tacks or any items that will leave a mark or hole/dent in any walls. Activities/Uses must not be disruptive to others present in the building.

Parking: All activities/events that require more than 23 parking spaces for the Fairview Community Center require a proposed parking plan to be submitted along with the application. Options for parking include car pool and/or shuttle. Nearby parking lots to shuttle from include Target, Reynolds Middle School, Fairview Elementary School, Kohls and Fred Meyer. Users must provide the City a parking plan with application.

Cleaning Security Deposit: A cleaning security deposit is required and must be paid seven (7) business days in advance of the event. A refund will be processed within ten (10) business days of the request for refund. The City of Fairview will determine the amount of the cleaning security deposit to be refunded. If all or a portion of the deposit is retained by the City, a breakdown of how the deposit was used will be provided to the user. Users are required to complete the facility check-sheet before vacating the facility. The check sheet is issued with the key.

Fees and Deposits: The full amount of any required usage fee and security deposit must be received in the appropriate office at least 7 business days in advance of the scheduled usage. The amounts are shown on the application form.

Confirmation: If we approve your reservation request, we will send you a written confirmation by mail or email.

Cancellations: Please submit cancellations, in writing, no less than 48 hours prior to the scheduled event. A service charge of \$10.00 of the rental amount will be charged for cancellations.

Room Condition: Rooms are provided in “as is” condition. You agree that your commencement of the use of a room is conclusive proof that the room was in good order and satisfactory condition when you took possession. During your use of the room, you must maintain and secure the room in good, clean and safe condition. Before leaving the room, you must restore the room and any areas adjacent thereto that were affected by your use of the room to the condition they were in immediately prior to commencement of use. Upon expiration of allotted time for your use of room, you and all your agents, employees, invitees or licensees must peaceably and quietly quit and surrender the room to the city in as good a condition as found and in accordance with the room configuration diagrams posted in each room. All decorations must be removed after use. All garbage must be disposed of in the proper containers.

Supplies & Materials: User groups are responsible for bringing their own cleaning supplies, including brooms, mops, etc. Audiovisual equipment, computers, or easels are not provided. User groups are also responsible for bringing their own materials.

Food/ Beverages: Food may be consumed at your sole risk and expense. The city does not provide food service or any food service supplies. The City does not provide beverages. There are no beverage supplies available to the public at any of the buildings. Non-alcoholic beverages may be consumed in the meeting rooms, but may not be consumed elsewhere in any of the buildings.

Children: A person 21 years old or older must make all arrangements and sign the usage agreement for events involving children. No child will be allowed in our rooms unless accompanied by a person 21 years old or older. One adult chaperone must be in attendance at all times for each 10 children present. All names of chaperones must be supplied with the application forms. Fewer chaperones may be used for certain groups with advance written permission. A responsible adult must supervise children at all times. Failure to control the activities of your agents, employees, invitees or licensees (including children) may result in the suspension of the privilege to use city facilities.

Repair: If any damage results from the use, act or neglect of applicant and/or the organization applicant represents and/or their agents, employees, invitees, or licensees, the city may, at its option, repair, remediate or replace such damage, and applicant and/or the organization applicant represents shall immediately pay to city the total cost of such repair upon demand therefor, plus 30% of the total cost of such repair or replacement to cover the city's administrative costs and expenses, in addition to consultant fees, reasonable attorney fees and costs of litigation.

Entry Fees: Entry fees may not be charged for events held at any of the buildings. (See above section on Prohibited Activities)

Non-Assignability: The rights pursuant to this agreement are personal to the applicant and/or the organization applicant represents. Any attempt by applicant and/or the organization applicant represents to transfer, assign, or sublet rights under this agreement shall be null and void.

No Partnership: The city is not by virtue of this agreement a partner or joint venturer with, or agent of, applicant and/or the organization applicant represents in connection with the activity carried on under this agreement.

No Third Party Beneficiaries: The city and the applicant and/or the organization applicant represents are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives or will be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

Indemnification: To the fullest extent authorized by law, applicant and/or the organization applicant represents shall indemnify and holds harmless the city and the city's officers, employees, agents and volunteers from and against any and all loss, cost, claim, damage, injury or liability whatsoever, including reasonable attorney fees and costs of litigation and appeal, arising from the activities of applicant or the organization applicant represents, subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act ORS 30.260-30.300 and the Oregon Constitution.

Defense of Actions: In case any claim, action or proceeding is brought against the city or its officers, employees, agents and volunteers in any forum whatsoever by reason of any obligation to be performed under the terms of this agreement by applicant or the organization applicant represents or arising from any act or omission of applicant or the organization applicant represents or their agents, employees, s, invitees or licensees, applicant and the organization applicant represents shall, upon notice from city, defend at trial and on appeal the city and its officers, employees, agents and volunteers at the sole expense of applicant and/or the organization applicant represents, by counsel of city's choosing. This obligation to defend extends to all manner of proceedings, whether in a judicial, administrative or other forum.

Waiver: Applicant and the organization applicant represents hereby fully and unconditionally waive their individual and collective rights to recover from the city and its officers, employees, agents and volunteers, any loss, damage, restitution or compensation arising out of this agreement or out of the use of any city property associated with this agreement. The city and its officers, employees, agents and volunteers shall in no event be liable for any loss or damage suffered or incurred by applicant, the organization applicant represents, or their agents, employees, invitees or licensees for any reason whatsoever. Such waiver includes, without limitation, waiver of liability for death, personal injury, theft, damage to motor vehicles, loss of property from within motor vehicles, business interruption, lost profits, consequential damages and rights of subrogation.

Lost & Found: Call (503) 674-6202 to report a lost or found item at the Fairview Community Center or at Fairview City Hall. We will hold items for 30 days. After 30 days, unclaimed items may be donated to charity. The city, its employees, volunteers and other agents are not responsible for lost or stolen items.

Special Note: The City of Fairview reserves the right to control the use of the Community Center and City Hall meeting rooms to best meet the needs of the public. All scheduled uses are subject to change, including cancellation, by the city. The city reserves the right of immediate access to all rooms at all times and is not responsible for any inability to use scheduled rooms resulting from any cause, negligent or otherwise. The city reserves the right to terminate any usage at any time and without prior notice if the use constitutes a nuisance or criminal conduct.

I have fully and accurately completed the "Application for Room Use" form and have fully read this "Usage Agreement." I agree to abide by the terms and conditions of the Usage Agreement. If I have stated that I represent an organization on whose behalf I have read and completed these forms, I hereby represent that, as well as acting on my own behalf, I am also duly authorized to represent the named organization and to enter into this agreement on its behalf.

Applicant's Signature: _____ Date: _____

Applicant's Name (printed): _____

Name of Organization Represented (if any): _____