RESOLUTION NO. 1040

revised 02/28/05

A RESOLUTION ESTABLISHING GUIDELINES FOR THE USE OF THE CITY HALL BUILDING; AND REPEALING RESOLUTION NO. 879.

WHEREAS, the City of Cascade Locks is using a building which was built as a school house in 1926, and there are several areas available for various uses, including the gym area, the downstairs meeting room, and the downstairs lobby and restrooms.

THE COMMON COUNCIL FOR THE CITY OF CASCADE LOCKS, HOOD RIVER COUNTY, OREGON, RESOLVES AS FOLLOWS:

SECTION 1. Authorization of Building Use.

A. The City Administrator shall have the responsibility of granting permission for use of the City Hall building. The City Administrator, or his/her designated representatives, shall:

1. use a "first come, first served" policy whenever possible;
2. give priority in the order mentioned as follows:
   a. Any City sponsored meeting and event.
   b. Local civic organizations meetings and events.
   c. Non-local agencies.
   d. Commercial events.
   e. Personal citizen uses.
3. cause a building use calendar to be maintained;
4. have the right to refuse use of the building at any time to any person or group.

B. City Councilors, Committee Chairs or Committee members are not authorized to grant permission for use of the City Hall building, but must follow rules for use of the City Hall building and make all requests for use to the City Administrator or his/her designated representatives.

SECTION 2. Rental Rates During Peak Use Hours (7:00 AM – 12:00 AM).

A. **City Sponsored Activities:** Free of charge.

B. **Commercial, Personal or Church Services Activities drawing LESS than 20 people:** (add $20.00 to gym rental if heaters are used).

1. Per event, not to exceed six (6) hours:

a. Gym Area	$30.00 each event
b. Downstairs Meeting Room	$20.00 each event
c. Both Downstairs Meeting Room and Gym	$40.00 each event
(Rental shall include use of downstairs lobby and restrooms)	

2. Recurring events, not to exceed six (6) hours:

a. Weekly Activities (subject to availability)	$25.00 each week
b. Bi-weekly Activities (subject to availability)	$60.00 each week

C. **Commercial, Personal or Church Services Activities drawing MORE than 20 people:** Permission to use the facilities and fees will be determined by the City Administrator on a case by case basis for any event that is expected to draw more than 20 people.

D. **Civic Organization Activities - Fundraising:**
Permission to use the facilities and fees will be determined by the City Administrator on a case by case basis.

E. **Local Civic Organization Activities - Non-Fundraising:**
Local civic groups may use any of the facilities free of charge, subject to availability. Non-religious community and youth oriented activities sponsored by known civic and church organizations may use any of the facilities free of charge, subject to availability.

G. **All Other Activities:** Permission to use the facilities and fees will be determined by the City Administrator on a case by case basis for any event not covered by the schedules above.

SECTION 3. Rental Rates During Off Peak Use Hours (12:00 AM – 7:00 AM).
No events shall be scheduled for between the hours of 12:00 AM and 7:00 AM without approval of the City Administrator. Fees will be determined by the City Administrator on a case by case basis.

SECTION 4. Required Liability Waiver Form and Deposits.

A. Anyone wishing to use any of the City Hall facilities will be required to complete and sign a liability waiver form (Exhibit A).

B. A deposit of $100.00 may be required by the City Administrator to cover any cleaning and/or damages to the facilities. The Public Works Superintendent or his designee will inspect the facilities after each use and determine if there is additional cleaning to be done or damages to be repaired in order to determine how much, if any, of the deposit will be refunded to the user.

SECTION 5. Rules of Use.

A. No one may use the City Hall building without obtaining permission from the City Administrator or his/her designated representatives at least 24 hours in advance of the event.

B. One person representing the organization must be designated as the contact for the City, and shall be responsible for use and protection of the building security and use of all keys distributed. Keys must be returned to the City Hall offices immediately after the event or left in the City Hall drop box if the office is not open.

C. Users are responsible for all set up and take down of equipment used during their event. All equipment, furniture, decorations, etc., put in place for an event, must be removed at the end of the event.

D. Users are responsible for cleaning all areas of use.

E. Users are responsible for all damage to areas of use.

SECTION 6. Prohibited Uses. Permission to use City Hall space shall not be granted for the following uses:

A. Drinking or use of alcohol or drugs.

B. Smoking, except in approved spaces.

C. Storage or use of flammable liquids.

D. Storage or use of any explosives, including fireworks.

E. Meetings behind locked or blocked doors.

F. Excessive noise.

CITY OF CASCADE LOCKS PROPERTY USE AGREEMENT

DATE: _____

PARTIES: CITY OF CASCADE LOCKS ("City")
PO Bo x 308
Cascade Locks, OR 97014

_____ ("Applicant")
_____
_____
Attn: _____

RECITALS

A. Applicant has requested use of a certain City property for the following purpose:

_____

_____

B. The City recognizes that a legitimate public purpose will be served by allowing the use to occur in the location requested.

NOW, THEREFORE, in consideration of the mutual promises of the parties, the City agrees to allow Applicant to use certain City property set forth below:

Property Used. Applicant shall be entitled to use the following-described City property at the times and on the dates set forth below:

Property: _____ ("Property")

Hours of Use: from _____ to _____

Days of Use: from _____ through _____

Estimated Group Size: _____

User Fee. Applicant shall pay the sum of _____ to the City for the use of the Property during the term of this Agreement. PAID _____ RECEIPT NO. _____

Use. Applicant shall only use the Property for the use specified above and during the dates and times specified above. The use shall be: EXCLUSIVE: _____ NON-EXCLUSIVE: _____ (Exclusive use shall not, however, exclude City from use of Property.)

CITY:

_____
City Administrator Date
Phone: 541-374-8484

APPLICANT:

_____

Title: _____

Phone: _____

1. Condition of Property. Applicant accepts the Property "as is" and acknowledges that Applicant has relied solely upon Applicant's independent inspection and opinion about the Property and its suitability for the contemplated use.
2. Alterations or Damages. Applicant shall not and shall not cause or permit any of its agents, employees, or invitees to injure, mar, nor in any manner deface or damage the Property, or any improvements located on the Property. Applicant shall not make any alteration or improvement, or allow any to be made, without the prior written consent of the City, which consent may be withheld in the City's sole discretion.
3. Responsibility for Damages. If the Property, or any portion of any improvement on the Property, is damaged as a result of any act or omission of Applicant, its agents, employees, or invitees, Applicant shall pay to the City, upon demand, the amount requested by the City necessary to restore the Property to its prior condition.
4. Insurance. City assumes no responsibility for Applicant's personal property. In the City's sole discretion, Applicant may be required to carry and maintain comprehensive public liability insurance, naming the City and Applicant as insureds, with combined single limits acceptable to the City. If insurance is required, Applicant shall provide City with certificates evidencing insurance within 10 days after execution of this Agreement.
    a. INSURANCE: REQUIRED: ____ LIMITS: (State policy limits) _____NOT REQUIRED: ☐
5. Liability and Hold Harmless. City shall not be liable for any damage to persons or property resulting from any act or negligence of any person other than itself, its agents and employees. Applicant shall hold harmless and indemnify the City against all claims, loss, damage, liability and expense, including attorney fees, for injury or damage of every nature arising or resulting from Applicant's use of the Property, or any occurrence on or about the Property, including without limitation, any act, omission, or negligence of Applicant, or any agent, employee, or invitee of Applicant in, on or about the Property, excepting only those claims based on the acts or negligence of the City.
6. Public Safety. Applicant shall comply with all public safety requirements regarding access to and from the Property and pedestrian and vehicular traffic in and around the Property. Applicant shall not block or allow to be blocked any streets abutting the Property without the permission from the City.
7. Property Closure. If the Property is a street or parking lot, Applicant shall pay a street closure fee for each day the Property is used, if applicable. The fee is subject to annual adjustment by the City. Applicant shall be responsible for providing and erecting barriers sufficient to close the street or lot to vehicular traffic and shall be responsible for dealing with any parked vehicles. The City will not tow or ticket, nor accept any responsibility for any vehicles parked on the lot or street Applicant seeks to close. Applicant may close off the street or lot up to _____ hours prior to the scheduled start time of Applicant's use stated above, and shall reopen the street or lot no later than _____ hours after the scheduled ending time stated above.
8. Sanitation and Cleanup. Applicant shall maintain and operate the Property in a safe and sanitary condition. City may require Applicant to provide sani-cans, which will be allowed to remain on the Property for events of more than one day, provided that the location is approved by the City. Applicant shall be responsible for restoring the Property to its condition prior to Applicant's use. Cleanup shall include trash removal, sweeping and pavement washing.
9. Noise Levels. Applicant shall comply with the City's noise ordinance.
10. Termination of Agreement. The City may terminate this Agreement without notice upon the default of Applicant. Applicant may terminate this Agreement at any time upon written notice to the City, and the City may otherwise terminate this Agreement at any time upon not less than ____ days' [insert appropriate time limit as applicable] prior written notice. The City shall not be liable to Applicant, Applicant's agents, employees or invitees, for any loss, injury or damage resulting from termination.
11. Assignment. This Agreement may not be assigned by Applicant.
12. Compliance With Laws and Rules. Applicant shall comply with all statutes, regulations, and ordinances of all local, state and federal jurisdictions concerning the use of the Property. In addition, the City shall have the right to adopt reasonable rules concerning the use of the Property and Applicant shall comply with the rules. Applicant shall comply with Chapter 110 of the City's Ordinances, Temporary Outdoor Businesses, as applicable.
13. Attorney Fees. In any action to enforce or establish any right under this Agreement, the prevailing party shall be entitled to recover, in addition to costs and disbursements, reasonable attorney fees.
14. Notices. All notices shall be in writing and delivered or mailed to the party at the addresses written above. Notice of change of address shall be provided in the same manner.