FACILITY USE AGREEMENT

Event Date: ___________________ Anticipated Attendance: ___________________

Organization / Group Name: ___________________________________________ Email: ________________________________

Contact Name: ______________________________________________________ Phone: ________________________________

Address: __________________________________________________________ City: ________________________________

Event Type:  [ ] Wedding  [ ] Birthday  [ ] Reunion  [ ] Picnic

Other: ____________________________________________________________________________

$50 Resident / $75 Non-resident

Select Shelter Rental

<table>
<thead>
<tr>
<th>Shelter</th>
<th>Tables</th>
<th>Early 8am-2pm</th>
<th>Late 3pm – 9pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Butte Shelter</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hodge Shelter</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>McKenzie Shelter</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>McKenzie, Rotary Shack</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Victory Square Shelter</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bounce Houses: Only the following pre-approved vendors are authorized to use inflatables in City Parks.

1) Bouncin’ Bins LLC, bouncininstrictivities.com, 509-545-4465
2) The Cottage Rentals, 541-289-6487

**PARK USERS: NO CHARCOAL, only gas grills are permitted in City Parks!**

Fees for Service:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prep / Clean-up</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extra Garbage cans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Portable Toilets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extra Tables</td>
<td>$20 per table</td>
<td></td>
</tr>
<tr>
<td>Performance Deposit</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Due $______________

415 S. HWY 395, Hermiston, OR 97838 | (541) 667-5018 PHONE | parksandrec@hermiston.or.us
PARK POLICIES AND PROCEDURES SUMMARY
This Agreement is made and entered into between the Hermiston Parks and Recreation Department and the Event/Organization named above for the use of the facilities named in this agreement and for the time period specified in this Agreement. The Event/Organization agrees to abide by all Park Policies and Procedures for the term of this Agreement. This Agreement supersedes all proposals, oral or written, and all other communications between the Event/Organization and the Parks and Recreation Department relating to the subject of this Agreement. Park Policies and Procedures include, but are not limited to, the sections outlined below.

PRIORITY OF USAGE
A reservation notice will be posted on site prior to your use of a reserved shelter. Your reservation entitles you exclusive use during your reserved date and time only. Other reserved uses may be schedule before or after your use and require your use to be complete.

INFLATABLES/BOUNCE HOUSES
Only the approved vendors listed on Page 1 are authorized to use inflatables in Hermiston City Parks. All other inflatables will not be allowed and will be subject to removal from the park with no prior warning/refund. Failure to follow these the approved vendor list will restrict future shelter rentals.

PARK RULES
1. NO ALCOHOLIC OR DRUG USE
2. NO OFF-LEASH PETS, NO HORSES
3. NO OVERNIGHT PARKING OR CAMPING
4. NO LITTERING
5. NO FIRES, FIREWORKS OR HUNTING
6. VEHICLES IN DESIGNATED AREAS - NOT ON GRASS
7. NO DAMAGING PARK PROPERTY
8. NOISE ORDINANCE ENFORCED
9. NO SKATEBOARDING EXCEPT IN DESIGNATED AREAS
10. PARK HOURS DAWN TO 12AM UNLESS OTHERWISE POSTED

SUPERVISION
You are responsible for the conduct of your guests. Event/Organization officials are responsible for providing responsible individuals of the Event/Organization to supervise all Event/Organization activities and events. The Event/Organization is also responsible for enforcing all park policies and procedures as stated in Park Rules and Regulations (attached).

CLEANING, MAINTENANCE AND OPERATION
You will be held financially responsible for any damage, repair or cleaning of the reserved area resulting from your use. You may be required to provide a performance deposit for a large event. Place all garbage in garbage contains provided at the site. The Event/Organization shall restore the facilities to its original condition prior to use. The department shall have the right to enter into and upon its property for the purpose of examining and inspecting the same, and determining whether the Event/Organization is in compliance with park policies and procedures with respect to care, maintenance, repair and renovations.

INDEMNIFICATION
It is expressly agreed and understood that the department will not be liable for any claimed damages, losses or expenses of any kind whatsoever, whether to persons or property (including, but not limited to those claims, damages, losses or expenses resulting from or by reasons of the department’s negligent acts or omissions) arising out of, related to or connected with any accident, occurrence or event on or about the department’s property, when the accident, occurrence or event takes place while the Event/Organization is using said property pursuant to this Agreement. As a result of this expressed Agreement and understanding, Hermiston Parks and Recreation Park Policies and Procedures expenses whether such claims, damages, losses or expenses are covered by the other’s insurance.

INSURANCE
If required, the Event/Organization, as specified by department policy, shall maintain liability insurance with minimum coverage of $1,000,000.00, and Hermiston Parks & Recreation Department named as insured parties.

As Event/Organization official, by signing this form, I acknowledge and agree to the following:
☐ I have read and understood the summary of Park Policies and Procedures as stated above.
☐ I acknowledge that I have been informed that if members of my Event do not abide by these policies and procedures they may be suspended from play in Hermiston Parks.
☐ I understand that the Event/Organization I represent is financially responsible for any damage that occurs as a result of the uses described in this agreement.

________________________________________________
Date: _____/____/____

Event/Organization Official