

SCHOOLHOUSE RENTAL AGREEMENT

Please submit signed *Rental Agreement & Hold Harmless Agreement (Pg 1 & 2)*, and full RENTAL FEE & SECURITY DEPOSIT to reserve date and time, mailed to: Mark Prairie Historical Society, 7528 S Mark Rd, Canby, OR 97013 or digitally to info@markprairiehistoricalsociety.org. Questions: (503) 353-6563

VENUE Site Manager shall sign and scan the *Rental Agreement & Hold Harmless Agreement*, giving a copy to the CLIENT, one to the MPHS Treasurer, one to Board Liaison, and keep a paper copy for MPHS records; copies of additional paperwork, below, will be added to this event file.

TWO WEEKS prior to the event, (DATE), CLIENT shall submit:

1. Day-of PRIMARY CONTACT and ALTERNATE Contact Information
2. Required *Certificates of Insurance* for the CLIENT and each VENDOR
3. Signed *Hold Harmless Agreement(s)* from each VENDOR who will be onsite
4. Approved *OLCC Permit*
5. Completed Pre-Event Checklist with VENUE Site Manager

Today's Date: _____

Mark Prairie Historical Society, hereinafter referred to as "VENUE" agrees to rent access and usage of the building, property, and utilities at **7538 S Mark Road, Canby, OR 97013** solely to (PLEASE PRINT LEGIBLY) _____, (no subletting allowed) hereinafter known as "CLIENT", according to the following terms:

Contract shall commence on (DATE) _____ at (TIME) _____ and terminate on (DATE) _____ at (TIME) _____ for #HOURS _____.

Number of Participants: _____ Type of function: _____ FEE: _____

Details/needs: _____

Client Name: _____

Business or Organization Name: _____

Mailing Address: _____ City: _____ Zip: _____

Cell Phone #: _____ Email Address: _____

I certify that I have read and accept the terms and conditions of this agreement, the Event Insurance Requirements, Site Conditions and Rules, and Pre-Event Checklist.

Signature of Applicant	Printed	Date
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Signature of Mark Prairie Historical Society Representative	Title	Date
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Are you a current Member of MPHC? _____ YES _____ NO (Now you are! Welcome to MPHS!)

I am interested in volunteering by helping with: _____

RELEASE, HOLD HARMLESS & INDEMNIFICATION

To be signed by CLIENT and all VENDORS (Make additional copies of this page as needed.)

RELEASE/HOLD HARMLESS. CLIENT and VENDORS, for themselves, and on behalf of their contractors, subcontractors, employees, heirs, successors and assigns (all of whom shall be included in the definition of CLIENT or VENDOR), hereby release, waive, and forever discharge MARK PRAIRIE HISTORICAL SOCIETY, its officers, directors, employees, contractors, successors, and assigns (all of whom shall be included in the definition of MPHS) of and from any and all manner of action, causes of action, suits, debts, dues, accounts, contracts, agreements, judgments, damages, liabilities, potential liabilities, losses, costs, expenses, attorney fees, and such other and further relief whatsoever, whether in law or in equity, specifically including, but not limited to, claims in connection with, directly or indirectly, the Rental Agreement and the use of the MPHS property and schoolhouse (collectively referred to herein as the "Claims"). In the event of any dispute arising under this agreement, the CLIENT or VENDOR agrees to submit to the jurisdiction of the local courts and to pay reasonable attorney fees and costs. CLIENT or VENDOR further promises and agrees that they will never institute any lawsuit or action at law or equity against MPHS by reason of any Claims.

INDEMNIFICATION. To the fullest extent permitted by applicable law, CLIENT and VENDORS, for themselves, and on behalf of their contractors, subcontractors, employees, heirs, successors, and assigns, will defend, indemnify and hold harmless MPHS, its officers, directors, employees, contractors, successors, and assigns from any and all loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and reasonable attorney's fees, caused by, resulting from, or in any way arising out of any actions or inactions of CLIENT or VENDOR, its contractors, subcontractors, employees, heirs, successors, and assigns related to the Rental Agreement and use of the MPHS property and schoolhouse.

FORCE MAJEURE (non-waivable):

Mark Prairie Historical Society shall not be liable to the CLIENT or VENDORS for loss of profit, actual, or consequential damages occasioned by MPHS's inability to perform any of its obligations under the Rental Agreement, including, but not limited to fire, war, weather incidents, strikes, civil disturbances, acts of God, unavoidable casualties, public carrier delays, transportation issues, inability to obtain necessary supplies, or acts of public authorities. If the event is canceled due to a Force Majeure event, the VENUE will work with the CLIENT, offering the opportunity to reschedule or a refund of any amounts paid, minus any non-refundable deposits or costs already incurred by the VENUE.

VENDORS: As a condition of being allowed access to the premises, each VENDOR shall sign a separate **Release, Hold Harmless, and Indemnification Agreement** to be submitted to MPHS (the VENUE) two weeks prior to the event.

I have read and agree to the stipulations above. I warrant that I have the actual legal power, right, and authority to make this Agreement.

SIGNATURE _____ DATE _____

PRINT NAME _____ Please mark one: CLIENT VENDOR

BUSINESS NAME _____ TYPE _____

Received by MPHS Representative _____ TITLE _____ DATE _____

DAY-OF CLIENT & VENUE Contact Information

TO BE COMPLETED at Pre-Event Site Meeting with Site Manager. CLIENT shall designate ONE on-site representative and ONE alternate on-site representative who will be in contact with the VENUE Site Manager.

ON-SITE CLIENT & ALTERNATE CONTACT INFORMATION:

CLIENT REP _____
CELL PHONE _____
CLIENT ALTERNATE _____
ALTERNATE CELL PHONE _____

VENUE will provide a Site Manager or designee who will be on site at the start each event and will check the site after the event. The Site Manager or an alternate will be available via phone during the events.

SITE MANAGER:

NAME _____
CELL PHONE _____
ALTERNATE (Board Member) _____
ALTERNATE CELL PHONE _____

IN CASE of EMERGENCY: CALL 911

- **CALL the SITE MANAGER (immediately after calling 911) #** _____
- The building is equipped with 2 fire extinguishers, lighted EXIT signs, emergency egress lighting, and a very basic first aid kit. It is served by Clackamas County Sheriff, Oregon State Police, and the Canby Fire Department which includes EMTs.

Canby Immediate Care, Providence – 12 minutes, 6 miles
200 SE Hazel Dell Way, Canby 97013
Meridian Park Hospital, Legacy – 20 min, 15 miles
19300 SW 65th Ave, Tualatin 97062
Willamette Falls Hospital, Providence – 20 min, 15 miles
5000 Division St, Oregon City 97045

MPHS Use - Rental Fees & Documents Received:

- Rental Fee \$ _____ Pymnt type: _____ Check #: _____ Date Received: _____
- Security Deposit \$ _____ Pymnt type: _____ Check #: _____ Date Received: _____
- CLIENT Rental Agreement _____ Date Received: _____
- CLIENT Hold Harmless _____ Date Received: _____
- CLIENT Certificate(s) of Insurance _____ Date Received: _____
- CLIENT OLCC Permit _____ Date Received: _____

Vendor _____ Certificate of Insurance, Rec'd: _____ Hold Harmless, Rec'd: _____

Vendor _____ Certificate of Insurance, Rec'd: _____ Hold Harmless, Rec'd: _____

Vendor _____ Certificate of Insurance, Rec'd: _____ Hold Harmless, Rec'd: _____

Vendor _____ Certificate of Insurance, Rec'd: _____ Hold Harmless, Rec'd: _____

Vendor _____ Certificate of Insurance, Rec'd: _____ Hold Harmless, Rec'd: _____