

MARK PRAIRIE HISTORICAL SOCIETY

RENTAL PACKET

INFORMATION & RENTAL AGREEMENT

Part 1: The VENUE: Mark Prairie Schoolhouse. Allowable Uses. The Historical Society. Rental & Security FEES

Part 2: Insurance, Permits & Photos. Conditions: Alcohol, Restroom, Parking. Site Rules, Damages & Termination

Part 3: YOUR EVENT: Pre-Event Check List. Furnishings & Equipment. Post-Event Checklist

Part 4: RENTAL AGREEMENT. Release, Hold Harmless & Indemnification. Day-of Contacts.

The VENUE: MARK PRAIRIE SCHOOLHOUSE

MARK PRAIRIE SCHOOLHOUSE, THE “VENUE”, at **7528 S Mark Rd, Canby** is a fenced 2-acre oak grove with an 1879 one-room schoolhouse, restored and upgraded in 2021-24, with original and reproduction materials. With an indoor capacity of 50 people, the classroom is 600 square feet with a 360-square foot service kitchen, 150-square-foot entry vestibule, one ADA bathroom, storage room, large exterior porch, and grassy areas with picnic tables in a Memorial Park. New lighting, HVAC, hot water, WIFI, AV capabilities, and a new septic system were added. Parking improvements are underway. The entire site is included in the rental agreement. Active farming happens nearby with a large tree nursery to the north and a filbert orchard to the south; private residences are to the east and west. Still hosting native plants, this was the ancestral homeland of the Ahantchuyuk Kalapooian people. Wildlife such as squirrels, geese, owls, salamanders, bats, racoons, skunks, opossums, deer, and even cougars are known to inhabit the vicinity. Be aware and respectful of their habitat.

ALLOWABLE USES

ALLOWABLE USES include Community gatherings for MPHS Meetings & Events, Neighborhood Potlucks, Weddings, Family & School Reunions, Receptions, Birthday Parties, Anniversaries, Holiday Gatherings, Celebrations of All Kinds, Youth & Adult Clubs & Organizations (4-H, Extension, Scouts, HOAs), Public & Corporate Meetings & Events, Art & Craft Shows, Car Shows, Bike Rallies, Regularly scheduled and One-time Classes, Historical Reenactment, Lectures & Presentations, Photoshoot & Film Location, Organized Team Games (volleyball, corn hole, horseshoes, croquet) and more. Some uses/activities may require MPHS Board approval.

M.P.H.S: A CHARITABLE, MEMBERSHIP ORGANIZATION

MPHS MEMBERSHIP: Mark Prairie Historical Society (MPHS), a 501(c)3 charitable, volunteer organization, is supported by donations and rental income, and receives no tax dollars or subsidies. All rental proceeds support MPHS 501(c)3 operations, rental overhead expenses, building and site maintenance, and a part-time site manager, all costing approximately MPHS \$112/day. In accordance with IRS 26 U.S.C. §512, whereby nonprofits may rent their facilities to members and their guests without taxation, each CLIENT will automatically become an Individual Member of MPHS for the calendar year as part of their rental fee. MPHS inclusively welcomes all comers, embracing diversity and accessibility, *making the site and membership, leadership, programs, collections, and stories accessible and relevant to all.* Private events may have a restricted guest list. Public events shall be open to all. Please encourage your guests to join MPHS and donate to preserve this site.

RENTAL FEES & SECURITY DEPOSITS



GRAND OPENING RATES! SAVE 25% thru 2025!

*The time selected for your event includes client set-up of table & chairs, decorating, break-down of table & chairs, return the site as found, and complete clean-up. One, 1-hour, pre-event meeting on site is included. Wedding rehearsals, limited to 2 hours, must be scheduled for an additional \$100.

WEDDINGS & RECEPTIONS

Up to 50 PEOPLE	6 hour	10 hour	+ DEPOSIT
Monday – Thursday	\$600 / \$450	\$800 / \$600	+ \$300
Friday & Sunday	\$800 / \$600	\$1000 / \$750	+ \$300
Saturday	\$1000 / \$750	\$1200 / \$900	+ \$300

OTHER EVENTS

*Minimum of TWO HOURS rental per event.

	2 HOURS	HALF-DAY (2-5 hrs)	FULL-DAY (5-10 hrs)	+ SECURITY DEPOSIT
Community/Non-profit: Community & civic groups, churches, public schools & non-profits	\$100 / \$75	\$250 / \$180	\$500 / \$375	+ \$150
Small Business & Parties: For-fee workshops, regular classes, retreats, parties (less than 30 people)	\$100 / \$75	\$300 / \$225	\$600 / \$450	+ \$150
Corporate & Large Events: Rehearsal dinners; birthday, anniversary, retirement parties; reunions, craft fairs, etc. (more than 30 people)	-----	\$500 / \$375	\$800 / \$600	+ \$200
4-H & Extension Clubs & Boy Scouts	Service Hours TBD or Community/Non-profit Rates			
MPHS Mtgs & Events & Mark Family Reunions	DONATIONS REQUESTED			

FULL-SITE FESTIVALS

Rental rates, deposits, and use restrictions will be individually applied for indoor + outdoor and/or multi-day events.

DUE with signed RENTAL AGREEMENT:

Full Rental Fee + refundable Security Deposit

- Rental Fee is REFUNDABLE if the event is cancelled at least 6 weeks *before* the event.
- Security Deposit is REFUNDABLE if the event is cancelled at least 6 weeks *before* the event.
- If the event is canceled by the CLIENT *within* 6 weeks of the event due to a documented emergency, the VENUE will work with the CLIENT, offering the opportunity to reschedule and may refund amount paid, minus any costs already incurred by the VENUE.
- Security Deposit will be refunded to CLIENT within 14 days after the event if there is no damage as determined and documented by the Site Manager, and the building and grounds meet the cleaning requirements upon exiting the site.

SITE CONDITIONS: Alcohol, Décor, Noise, Parking, Restroom

1. ALCOHOL

- a. Alcohol is permitted on-site with **alcohol-specific event insurance** and an **approved OLCC permit**.
- b. **A licensed server is required.**
- c. Alcohol onsite is limited to beer, wine, and cider; no hard liquor is permitted.
- d. Guests shall NOT bring alcohol onto the site.
- e. Alcohol shall NOT be served to minors.
- f. CLIENT & licensed server may serve but not sell open containers of alcohol on the premises.
- g. At any time, if the VENUE staff deems alcohol consumption to be excessive, the staff has the authority to shut down all alcohol services, evict, or call a transportation service (at the expense of the CLIENT) to remove inebriated guests from the premises, or call law enforcement authorities.
- h. If serving alcohol, please prioritize the safety of your guests by encouraging designated drivers and pre-arranging safe transport from the site.

2. CELEBRATION ITEMS

- a. CLIENT shall not use glitter, rice, bird seed, confetti, water balloons, or silly string indoors or outdoors.
- b. Flower petals and bubbles ARE allowed outside only.
- c. Helium balloons may ONLY be attached at the gate and used inside the building.

3. COMBUSTIBLES

- a. NO sparklers, firecrackers, fireworks, poppers, candles, luminaires, sky lanterns, or open flames of any kind shall be permitted inside or outside.
- b. Battery-operated candles ARE allowed indoors & outdoors.
- c. A gas BBQ or cooker may be used with explicit approval by the VENUE Site Manager in a designated location, safely away from buildings, trees, and plants. Never leave a hot BBQ unattended by an adult; confirm it is off and cool.

4. DÉCOR GUIDELINES INSIDE & OUT

- a. **INSIDE:** CLIENT shall NOT use cellophane or duct tape, wires, tacks, nails, glue, or any other material that could permanently mark, deface, or otherwise damage walls, trim, ceilings, floors, windows, tables, furniture, light fixtures, or any other surface. All decorations shall be placed and removed without leaving damage. Painters' tape and Command hooks are allowed.
- b. **OUTSIDE:** CLIENT shall NOT use tape, wires, tacks, nails, glue, or any other material that could permanently mark, deface, or otherwise damage exterior walls, doors, gutters, windows, railings, trees, tables, furniture, light fixtures, or any other surface. All decorations shall be placed and removed without leaving damage.
- c. Magnets can be used on the large blackboard.
- d. Use only regular chalk on the blackboard. Clean it well when done.
- e. Be kind and leave the property as you found it.
- f. Discuss all decorations beforehand with the Site Manager.
- g. We may be able to store your packed decorations overnight. Please consult the Site Manager for a place to store your decorations to be picked up the next morning.

5. FLORISTS

- a. Florists may bring their own containers.
- b. Every plant shall have an underlying tray to prevent water marks on floors and/or furnishings.
- c. Blossoms with pollen that stains shall be placed on protective surfaces.

- d. All plant materials shall be removed from the site at the conclusion of the event.

6. **NOISE & MUSIC**

- a. School bell may be rung judiciously with respect for neighbors.
- b. All Events shall end by 10:00 pm to comply with the Clackamas County Noise ordinance and to allow for clean-up and closure of the site by 11:00pm.
- c. CLIENT and crews shall be done with clean-up and off-site by 11:00pm.
- d. NO amplified sound (music/DJ, karaoke, announcements, speeches) shall be played outside after 9:00pm.
- e. After 9:00pm, acoustic music ONLY is permitted but shall conclude at 10:00pm with respect to neighbors.

7. **PARKING**

- a. On-site parking capacity is approximately 25 vehicles (with seasonal variation).
- b. One ADA parking space is available.
- c. We encourage you and guests to carpool and arrive early to secure a parking spot.
- d. Parking is restricted to designated parking areas. If more parking is needed, please confer with the VENUE for other solutions.
- e. Do NOT park on Mark Road.
- f. Once parking gets full, Mark Prairie is not responsible.
- g. Passenger drop-off near the Schoolhouse entry is available.
- h. Delivery and vendor vehicles must remain on parking areas and the driveway for loading and unloading; refrain from driving or parking on vegetation.

- 8. **RESTROOM:** ONE ADA-approved restroom is in the building, suitable for up to 50 people. Port-a-potties shall be procured by the CLIENT for outdoor events and events with more than 50 people, at the rate of *at least* ONE per 50 people. CLIENT shall make all arrangements and payment directly with the provider, and shall coordinate delivery, siting, and removal with the VENUE Site Manager.

SITE RULES, DAMAGES & TERMINATION

- 1. **SITE RULES:** Applicable state and county Laws and regulations shall be complied with at all times. CLIENT agrees to **SITE RULES** below. CLIENT shall be responsible for all conduct on-site or on adjacent properties, shall maintain order, and agrees to pay any fines resulting from CLIENT's or guests' activity.
 - a. **ACCESS:** CLIENT shall provide access for VENUE's representative at any time during the contract period.
 - b. NO guns, knives, or other weapons, concealed or otherwise, are permitted onsite.
 - c. Guests must enter the VENUE using the entrance. NO climbing fences to enter or exit the property.
 - d. **NO trespassing onto neighboring properties.**
 - e. NO climbing on trees, rocks, hills, fences, structures, tables, the Mark Memorial, or props of any kind.
 - f. Do not step on or damage the shrubs, plants, trees, and other vegetation.
 - g. NO dogs or pets of any kind; only permitted service animals are allowed.
 - h. NO smoking, vaping, drug-use, or combustibles on any area of the VENUE property, inside and outside.
 - i. NO public nudity.
 - j. Children shall be supervised at all times.
 - k. Shoes shall always be worn outdoors.
 - l. NO stiletto or high heels, athletic cleats, or golf shoes shall be worn in the building.
 - m. NO parking on Mark Road.
 - n. **TRESPASSING:** Anyone in the building without permission is trespassing.

2. **DAMAGES:** CLIENT agrees to pay VENUE for all damage and expenses related to CLIENT's or their guests' use of the premises, even those that exceed the Security Deposit. A make-whole demand will, in this case, be sent providing evidence of expenses for restoration of the premises. Cleaning or repairs by VENUE will be charged at \$50/man hour, or prevailing wages for skilled labor as needed.
3. **TERMINATION of EVENT:** Any violation by CLIENT of any requirement of this contract authorizes VENUE to take necessary action VENUE to immediately terminate the event and take back complete physical control of the property. The VENUE reserves the right to end the event prior to the agreed end time if the CLIENT, its family, guests, or vendors exhibit inappropriate behavior, criminal activity, or damage the VENUE, any entity associated with the VENUE, or its employees. In this event, CLIENT forfeits all rights to all fees and deposits, as well as agrees to fully reimburse VENUE for any and all costs incurred due to the breach of contract, loss and/or damage to building, or property not covered by deposits. Only Mark Prairie Historical Society will determine if such behavior warrants a violation and premature end of your event. MPHS's decision to terminate the event will be based on a reasonable assessment of the situation, and MPHS will make efforts to inform the CLIENT prior to ending the event whenever possible.

INSURANCE REQUIREMENTS, OLCC, PERMITS & PHOTOS

1. **INSURANCE REQUIREMENTS:** General Liability insurance is REQUIRED at a minimum limit of \$1 million Each Occurrence and \$2 million in Aggregate, **naming Mark Prairie Historical Society (7528 S Mark Rd, Canby, OR 97013) as an Additional Insured.**
 - a. CLIENT must negotiate and purchase event insurance directly through an accredited private provider or as an extension of your homeowners' insurance coverage.
 - b. TWO WEEKS prior to the event, proof of coverage must be provided as a *Certificate of Insurance* for the CLIENT and each VENDOR with the appropriate coverages listed and naming Mark Prairie Historical Society as an Additional Insured.
 - c. If you plan to have ALCOHOL at your event, Liquor Liability insurance is REQUIRED at a minimum limit of \$1 million Each Occurrence and \$2 million in Aggregate, naming Mark Prairie Historical Society as an Additional Insured.
 - i. Liquor Liability coverage may be specified as part of your General Liability insurance, or as a separate policy with an additional *Liquor Liability Certificate of Insurance*.
 - ii. If a VENDOR or third party is providing and/or serving alcohol, the VENDOR or third party must also provide a *Liquor Liability Certificate of Insurance* naming Mark Prairie Historical Society as an Additional Insured.
 - iii. **OLCC:** TWO WEEKS prior to the event, CLIENT shall provide a copy of an approved OLCC permit.
2. **PERMITS** or licenses required by CLIENT's use of the premises shall be secured by and paid for by CLIENT.
3. **PHOTOS:** If Clients or family and friends post on social media, please tag #MarkPrairieSchoolhouse and "Mark Prairie Historical Society" by linking to MPHS's Facebook/Instagram page or type in the website address: www.markprairiehistoricalsociety.org. Automatic permission is given to MPHS to use photos in marketing and for fundraising efforts.

YOUR EVENT: Pre-Event CHECK-LIST

1. SET-UP & BREAKDOWN

- a. BUILDING CONDITION UPON ARRIVAL: While MPHS strives to keep the site clean and neat, many have access to the building and MPHS makes no claim and provides no warranty regarding biological sanitization. CLIENT relies solely upon their personal examination to evaluate conditions of the premises. CLIENT shall notify the VENUE immediately if there is an unsatisfactory condition present upon their arrival.
- b. Do NOT drag or slide furniture, equipment, or boxes on the wood floors.
- c. Moving of furniture is allowed only as approved by the VENUE's Site Manager. All furniture shall be replaced to its original location at the end of the event.
- d. Placement, delivery, and removal of tables, tents, live music, catering equipment, etc. shall be approved by VENUE Site Manager no later than ONE week before the event.
- e. We may be able to store catering equipment and rentals overnight, should the CLIENT choose to remove them the next morning. Make prior arrangements with the VENUE Site Manager.
- f. CLIENT may bring in caterers, face painters, etc. No bounce houses.
- g. Electricity usage may be limited. Confer with VENUE beforehand for the ability to support electrical needs of commercial appliances, beverage trailers, etc.
- h. Self-contained food trucks ARE permitted; NO electricity, water, wastewater disposal, grease or trash disposal is available for their use. Use of gas BBQs and cookers must have prior approval of the VENUE Site Manager.
- i. Floral vendors, decorators, and wedding planners are permitted to provide this service and set-up, but they shall perform set-up during the time allowed and shall be finished setting up 30 minutes prior to the start of your event.
- j. Arrange all vendor deliveries and pick-ups with the VENUE Site Manager beforehand. Delivery and vendor vehicles shall remain on parking areas and the driveway for loading and unloading, refraining from driving or parking on grass or vegetation.
- k. ALL rental equipment, décor, trash, and other supplies and materials shall be off-site by the agreed-upon time; failure to do so will result in partial or full forfeiture of the Security Deposit.

2. GENERAL INFORMATION for USE

- a. You will need a CELL PHONE for emergency purposes. There is no land line in the building.
- b. CODE for the GATE and DOOR KEY LOCKBOX will be given to you by the Site Manager
- c. DOOR KEY - Both doors use the same key. Return it immediately to the lockbox. You will need it to relock the door upon leaving. If lost, you will be charged a \$100 rekeying fee.
- d. LIGHTS:
 - i. Exterior dawn-to-dusk lights are always on the front corners of the building
 - ii. Exterior courtesy light, front door – switch to left of door when you enter the vestibule
 - iii. Exterior courtesy lights, side porch – switch to right of door when you face outside
 - iv. Vestibule lights - switch to left of door when you enter the vestibule
 - v. Classroom lights – 2-way switches at both doors with dimmer levers
 - vi. Classroom wall sconces – LED battery lights with hand-held remote
 - vii. Kitchen lights – 1 & 2-way switches for various lights on E, N, & W walls with dimmer levers
 - viii. Task light under antique cabinet – toggle switch 12” from right end in front
 - ix. Restroom – lights are independent of fan; set the fan timer with the brown keypad
 - x. Storage Room - 2-way switches at both doors
 - xi. When leaving the building, be sure to turn off **all** the lights.

- e. Classroom **CEILING FANS** – switch by double-door with dimmer lever
- f. **THERMOSTATS** – 2 white keypads in the classroom and 1 in the kitchen control 3 independent ceiling units. The building heats very slowly in cold weather so plan ahead with the Site Manager. It stays cool in the summer, so rarely needs air conditioning. When leaving, return the thermostat to the default setting of 60°/"heat" in cold weather or "off". Do not run the furnace or air conditioner with the windows and doors open.
- g. **BLACKBOARD** is also magnetic; use only regular chalk on the blackboard and clean well afterward
- h. **WINDOWS** – Original 1879 Classroom windows will open in an emergency but are fragile. Kitchen windows are new reproductions but need 2 people to lift and place the pins. Individual screens can be placed in the windows. Secure sash latches when closed.
- i. **ELECTRICAL** panels are in the vestibule and in the storage room. Water heaters & electric range will be OFF when not in use. Turn WATER HEATERS & RANGE OFF at Electrical Panel when leaving.
- j. **INTERNET** - Internet router panel is in the storage room.
- k. **WATER SYSTEM** is winterized during freezing weather as per posted instructions. Site Manager will reverse the process. Hot water heaters must be off at panel when winterized.
- l. **HOT WATER HEATERS** must be turned on at panel prior to use. Check each unit for leaks and to confirm it's working properly.
- m. **ON COUNTERTOPS**, use trivets and trays under hot or wet items.

3. TRASH & CLEAN-UP

- a. Three large trash cans with lids and trash bags are provided by the VENUE; one in the Storage Room, two for exterior use stored in the Outhouse.
- b. CLIENT shall gather all trash, food scraps, debris, decorations, trash in bathroom, kitchen, outside trash cans, etc., and shall remove from the site at the conclusion of the event. Haul away your own trash.
- c. NO food shall be left in the refrigerator, cupboards, trash cans, ovens, grounds, or anywhere onsite.
- d. CLIENT will complete all items on the **Clean-Up Check List** after the event and call VENUE Site Manager. The Checklist shall be **signed by CLIENT signifying completion** and left in the vestibule if the VENUE Site Manager is not present.

4. BE KIND & LEAVE THE SITE AS YOU FOUND IT!

- a. Please treat this venerable old building with respect and care. Volunteers have worked exceedingly hard over the past four years to rehabilitate it to functional yet historically authentic condition and make it available for your use today.
- b. Wipe your shoes; do not track muddy feet on the historic fir floors.
- c. Wipe up spilled liquids and foods from the floors and all surfaces immediately.
- d. **Do NOT drag or slide** furniture, equipment, or boxes on the wood floors.
- e. Be gentle on the historic hardware.
- f. Although they do open, do not open the classroom windows without help.
- g. Honor this building's role as a historic site and museum.
- h. Please don't touch or remove the historic artifacts, books, photos, and certificates but appreciate them with respect.
- i. Be gentle with the natural landscape and native plants. Do NOT cut, pull, dig, tromp, drive on, or harm vegetation.
- j. Pick up and properly dispose of any litter.
- k. **CEMETERY:** Historic gravesites of the Mark Family are at the Mark Memorial. Please be respectful of the souls that rest there and the old and fragile grave markers.

FURNISHINGS & EQUIPMENT

FURNISHINGS & EQUIPMENT List

- a. Wireless internet indoors & outdoors [*anticipated*]
 - b. WIFI/Bluetooth projector [*anticipated*]
 - c. Freestanding movie screen
 - d. Sound system & wireless mic (Bluetooth)
 - e. TV with slide show capabilities (FAT32/ 4gb or Bluetooth)
 - f. Podium & gavel [*anticipated*]
 - g. American flag
 - h. School bell which may be rung *judiciously*
 - i. Tables: 9 /72" x 30" x 29" white plastic folding tables, seat 6-8; 4/ sq plywood 36" x 36" x 30"
 - j. Chairs: 50/ folding black plastic, 6/ vinyl 1950s chairs; assorted wooden chairs
 - k. One blonde student 1950s desk for check-in
 - l. One low, student table 20" W x 40" L x 18" H for wedding gifts, reception, exhibits
 - m. Vintage electric range with oven, *small* vintage refrigerator, new dishwasher, microwave (NO garbage disposal)
 - n. One large 30-cup drip coffeemaker with spigot
 - o. One 12-cup coffeemaker
 - p. One 12-cup electric hot water kettle for tea
 - q. Coffee carafes
 - r. Some Coffee cups, mixed sets
 - s. Some Dishware – plates, bowls, mixed sets
 - t. Some Glassware – wine glasses, mixed sets
 - u. Some flatware, serving utensils & trays, serving dishes & pitchers – mixed sets
 - v. Punch bowl
 - w. 48 matching 4" glass vases; assorted other vases
 - x. 6 Outdoor picnic tables
 - y. 14 outdoor benches 12" W x 8' L x 16" H (no felt feet)
 - z. **We DO supply** unscented dish soap, dishwasher soap, unscented hand soap, some paper towels (please replenish), toilet paper, trash bags, and cleaning supplies & equipment.
 - aa. **We DO NOT supply** coffee, tea, sugar, coffee filters, or other food items, etc. Do not leave any food on site.
- Exhibits of historical exhibits and interpretive signage are throughout the museum-like Schoolhouse.

DATE of Pre-Event Walk-Through: _____

REVIEWED DAY-OF EVENT

Signed: VENUE _____

Initial _____

Signed: CLIENT _____

Initial _____

Post-Event CLOSING CHECK-LIST

NOTIFY the SITE MANAGER at least ONE hour before departing.

Check for DAMAGE:

- EXTERIOR: Fences, Grounds, Landscaping, Signs, Building, Other
- INTERIOR: Floors, Doors/windows, Hardware, Lights, Walls, Blackboard, Bathroom, Kitchen, Appliances, Counters, Cupboards, Equipment, Artifacts/archives, Other

CLEAN:

- Pick up all trash, litter, décor from full 2-acre grounds and driveway
- Remove signs from gate, road
- Unstring lights, streamers, etc
- Remove all interior décor
- Remove all flowers; clean-up plant debris
- Wipe tables, chairs, benches, etc.
- Return furnishings to original locations or storeroom
- Clean kitchen sinks & counters
- Run dishwasher
- Return clean & dry vases, trays, dishes, etc., to proper locations
- Clean bathroom – sink, toilet & floor
- Dump kitchen & bathroom trash cans
- Sweep porch if needed
- Sweep floors
- Damp mop using minimal water; if wet cleaning is needed, dry up any water
- Turn off electric range at panel in storeroom
- Turn off 2 water heaters at panel in storeroom
- Turn off AC or set heat at 60F if cold weather
- Turn off all lights
- Haul all trash from can in storeroom & 2 outdoor trash cans.
- Rinse out trash cans if food or beverages leaked
- Lock back door from inside
- Lock front door
- Return key to lockbox
- Lock gate

SUGGESTIONS/COMMENTS

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 **7528 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: _____