

## **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 is full, Mark Prairie is not responsible.
  - g. Passenger drop-off near the Schoolhouse entry is available.
  - h. Delivery and vendor vehicles must remain in 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. (One source to consider: [theeventhelper.com](http://theeventhelper.com))
  - 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](http://www.markprairiehistoricalsociety.org). Automatic permission is given to MPHS to use photos in marketing and for fundraising efforts.