

## 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](mailto: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.**

<b>Signature of Applicant</b>	<b>Printed</b>	<b>Date</b>

<b>Signature of Mark Prairie Historical Society Representative</b>	<b>Title</b>	<b>Date</b>

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 65<sup>th</sup> 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: \_\_\_\_\_