



## Schlegel Hall Rental Agreement

This agreement made on the date hereinafter set forth between **BANKS SUNSET PARK ASSN. INC.**, a non-profit corporation, hereinafter called "OWNER", and \_\_\_\_\_ hereinafter called "RENTER".

RENTER contact Information: Address \_\_\_\_\_

Telephone \_\_\_\_\_ , \_\_\_\_\_

The OWNER does hereby rent to RENTER its premises, consisting of one (1) or more as applicable, for the following day(s) \_\_\_\_\_ :

**Schlegel Hall Maximum Capacity is Limited to 266 People by the Fire Marshall. Violations could result in termination of the event.**

### Fee Schedule:

#### Friday/Saturday/Sunday Fees

- ☐ Schlegel Hall (Friday, Saturday): \$1000.00/day 2 Security Officers provided for events with Alcohol
- ☐ Schlegel Hall (Sunday): \$350.00/day After 12:00 PM. No security is provided
- ☐ Schlegel Hall (Funeral): \$350.00/day Funeral Service any day of the week
- ☐ Cleaning/Damage deposit: \$500.00 Cleaning deposit required

Schlegel Hall must be vacated by 11:00 PM, except the clean-up crew - Clean-up must be completed by 12:30 AM, at which time the doors will be locked. If clean-up is not done by 12:30 AM and Security Officers are willing to stay later, a fee of \$50.00 per hour or any portion thereof for each Security Officer will be assessed until the premises are vacated. See Item 3 below for additional detail

- ☐ **Alcohol Fees:** Serving of Alcohol ..... \$500.00, Fee applies to all users.  
Maximum 266 guests 2 Security Officers provided  
1 OLCC Licensed Server provided

**Please read the terms and conditions of this agreement, initial each as they are read and sign your name at the bottom of the Agreement acknowledging acceptance of the Agreement.**

**No changes are allowed to this contract without written approval from the Board of Directors.**

**Expected Number of Attendees: \_\_\_\_\_ (266 Maximum)**

1. Yes [ ] The RENTER hereby agrees to pay the OWNER the total sum of \$ \_\_\_\_\_.00 for the facility rental(s) requested above.
2. Yes [ ] The RENTER shall deposit herewith the sum of \$ \_\_\_\_\_.00 as a clean up/damage fee which is refundable only in the event the premises are properly cleaned and returned to the OWNER in the same condition as the premises were when rented for use by the RENTER. The deposit will be returned to RENTER typically 21 days after the rental date, along with an itemization of cleaning or damage expenses deducted therefrom, if applicable.
3. Yes [ ]
- **CLEANING: must be returned to as received condition by 12:30 AM; If not cleaned by 12:30 AM, the doors will be locked and Banks Sunset Park Association will provide additional cleaning as required at a later time.**
    - By pre-arrangement only, the outside premises may be cleaned the following morning not later than 12:00 noon (allows for daylight inspection). Pre-arrangement is required in the event the premises are rented the following day.
  - **A minimum cleaning fee of \$50.00 will be assessed. Each successive hour, or portion thereof, required for cleaning will be assessed an additional fee of \$50.00 per hour for each person cleaning the premises.**
4. Yes [ ] Reservations:
- A minimum of ½ the full rental fee is required to acquire a reservation.
  - To secure the reservation:
    - The full rental fee must be paid to OWNER at least 15 days before the event.
      - **If the full rental fee is not paid at least 15 days before the event, the event will be cancelled; the rental fee will be forfeited.**
    - The alcohol fee, if applicable, must be paid to OWNER at least 15 days before the event.
      - If the alcohol fee is not paid to OWNER at least 15 days before the event, alcohol will not be permitted.
    - The full cleanup/damage deposit must be paid to OWNER at least 15 days before the event.
      - If the full cleanup/damage deposit is not paid to OWNER at least 15 days before the event, **the event will be cancelled; the rental fee will be forfeited.**
5. Yes [ ] Cancellation refund schedule: Cancellations made 31 days or more before the event shall forfeit half of the full rental fee. Cancellations made less than 31 days before the event shall forfeit the full rental fee.
6. Yes [ ] The RENTER is acquainted with the facilities upon the rented premises and the condition thereof, and does accept the condition of said premises as they exist upon date of this agreement.
7. Yes [ ] The RENTER shall be in control of said premises at the time of use by the RENTER on the date(s) herein set forth, and the RENTER shall further control and shall determine who will attend or be permitted to attend any functions being promoted upon said premises.
8. Yes [ ] The RENTER agrees to be responsible for any damages that may occur as a result of the use of said premises by the RENTER or as a result of acts by persons permitted upon said premises by the RENTER, and in the event of damages, RENTER shall reimburse the OWNER promptly for the amount of said damage occasioned by said acts and use.
9. Yes [ ] The RENTER understands OWNER operates in service to the community and on a modest budget and, as such, agrees to be responsible for any litigation fees that may be required to collect for damages of said premises occurring as a result of the use of said premises by the RENTER or as a result of acts by persons permitted upon said premises by the RENTER.
10. Yes [ ] The RENTER covenants and agrees to indemnify and save harmless the OWNER against any and all claims arising out of and from the use of said premises by the RENTER and persons permitted upon said premises by the RENTER, including but not limited to claims for personal injury and/or property damage resulting from said use.
11. Yes [ ] Noise considerations:  
**By City of Banks order, no noise shall be heard at the street after 10:30 PM with doors closed. The event shall be completely ended by 11:00 PM. All Bands, DJ's, etc. must be shut down by 11:00 PM. Any extensions shall result with a \$150.00 deposit forfeiture for each 15 minute interval or any portion thereof.**
12. Yes [ ] Missed appointments by more than 30 minutes will result in a \$25.00 assessment.
13. Yes [ ] **Alcohol serving regulations:**

Rev. 01/13/2022

1. Sunset Park shall provide one OLCC licensed server and Security Officers as follows:
  - o 2 Security Persons
2. **A maximum serving time of 4 hours applies.** Scheduled serving hours are 6:00 PM to 10:00 PM. Alternate serving times may be arranged; additional fees may apply (requires Board approval).
3. Malt beverages, wine and ciders are the only alcohol beverages permitted. If any other alcohol beverages (hard liquor) are discovered, the event will close immediately and the deposit will be forfeited.
4. **A maximum of 2 kegs of beer or 14 cases (24 - 12 oz containers per case) or any combination thereof may be served. Violations will result in termination of alcohol serving.**
5. All alcohol must be contained within Schlegel Hall and the patio between Schlegel Hall and the Hamburger Stand, providing that area is secure. No alcohol may be dispensed or consumed in any other area
6. If any additional "outside" alcohol is discovered, it will be confiscated and result in forfeiture of \$100 from the deposit. A second occurrence will result in termination of serving alcohol and forfeiture of all deposits. This applies to any alcohol outside of Schlegel Hall.
7. Organizations shall provide a certificate of liability insurance in the amount of \$1,000,000 naming Banks Sunset Park Association as an additional insured.
8. All City, County & State Laws governing the serving of alcohol shall be observed.
9. If Security decides additional security is required, forfeit \$150 per additional security person from the deposit.
10. If Security determines it necessary to request authorities for help in enforcing any of the City, County or State Ordinances, addressing fights or disturbances, etc., the event will close immediately and the deposit will be forfeited.
11. **Alcohol may not be served until a licensed server and Security personnel are present.**
  - o **Violations will result in termination of alcohol serving.**
12. **Failure to observe these regulations will result in termination of serving alcohol.**

**Completed applications and payments can be mailed to:  
 Banks Sunset Park Association  
 12765 NW Main Street  
 Banks, Oregon 97106**

**Note:**

**No changes are allowed to this contract without written approval from the Board of Directors.**

IN WITNESS WHEREOF: the parties hereby have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY \_\_\_\_\_ . Print Name: \_\_\_\_\_  
 OWNER

BY \_\_\_\_\_ . Print Name: \_\_\_\_\_  
 RENTER