



Yamhill Fire Protection District
PO Box 249 – 275 South Olive St.
Yamhill, Oregon 97148-0249
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<http://www.yamhillfpd.org>

Serving the people of the Yamhill Fire Protection District since 1896

MEETING ROOM RESERVATION FORM

Submit to Fire Chief Brian Jensen, PO Box 249, Yamhill, OR 97148; phone 503-662-4653

Today's Date: _____ **Reservation Date(s):** _____

Day(s) of the Week: _____

Time of room use: _____ a.m./p.m. to _____ a.m./p.m.

Must fall within days and hours of availability

Organization: _____

Responsible Person: _____

The entity requesting permission to use the room must designate a representative who will be responsible for the protection, care and cleanliness of the facility. If the information changes on the reservation form, the applicant must notify the Fire Chief (503-662-4653) and sign a new form prior to the meeting.

Address: _____

Phone: _____ **Alternate Phone:** _____

E-Mail Address: _____

Purpose of Use/Program Title (be specific) _____

Approximate # of People Attending Meeting: _____

Will you be serving food/refreshments? Yes ___ No ___ - If yes, please specify what will be brought into the facility. _____

I have read Exhibit "A", the "Yamhill Fire Protection District Meeting Room Policy and Use Agreement", which is incorporated herein by reference and agree to abide by it.

Signature of Responsible Person: _____

Office Use: Deposit & Fees Received _____ **Deposit Returned** _____;

If deposit retained – Why? _____

Comments: _____

Approved by: _____ **Date:** _____

This agreement expires 12 months from the Date approved!

Expires: _____

EXHIBIT “A”
YAMHILL FIRE PROTECTION DISTRICT
MEETING ROOM POLICY AND USE AGREEMENT

Please read carefully. This affects your use of the room and applies to all future uses of the facility.

DEFINITIONS

“**Agreement**” refers to the Meeting Room Policy and Use Agreement.

“**Attendees**” refers to the Responsible Party, and all their agents, employees, customers and invitees.

“**District**” refers to the Yamhill Fire Protection District and its officers, employees, agents and volunteers.

“**Meeting Room**” refers to the meeting room on the second level of the Fire Station.

“**Meeting**” refers to both a one-time meeting or a multi-day event or conference.

“**Fire Station**” refers to the Fire Station located at 275 S Olive Street in Yamhill, Oregon which houses Fire.

“**Regularly Scheduled**” refers to meetings of a defined group of participants that assemble on a fixed schedule. Examples are Commission meetings, weekly work group meetings, monthly professional association meetings. Meetings for groups or events that meet for a short term or finite period of time, such as period Fire Academy sessions or District-appointed project committees, do not fall within this definition.

“**Responsible Party**” refers to the entity requesting permission to use the room as well as the person designated by such entity to be responsible for the protection, care and cleanliness of the facility.

“**Room**” refers to the upstairs meeting room within the District Fire Station.

AVAILABILITY

Allowed Users in order of precedence:

- Meetings/activities sponsored/hosted by the Fire District.
- Agencies of federal, state or other local governments.
- Other public, non-profit and non-discriminatory organizations whose meetings are open to the general public. (Submission of proof of non-profit status may be required.)

Hours:

- Room shall be made available for District purposes at any time.
- Room shall be available to all other governmental entities and organizations as scheduled.

APPLICATION/RESERVATION

- The Responsible Party must complete and sign the District Meeting Room Reservation Form. These Policies and Use Agreement are a part of that form and are incorporated herein.
- There shall be no “regularly scheduled” use of the Meeting Room. Non-governmental organizations shall be limited to using the Meeting Room up to once per month for a twelve-month period. All governmental organizations shall be limited to using any Room once in a three-month period. However, the District shall not be limited by the restrictions, but is subject to the parameters outlined under the definition of “regularly scheduled.”
- Reservations shall not be accepted more than six months in advance of the Meeting or less than one week in advance of the meeting. An exception may be made for a multi-day conference which may require more advance planning. District Meetings are exempt from this requirement.

FEES

- The full amount of any required rental fee and security deposit must be received within 48 hours of the reservation. The District accepts cash or check payments. Checks should be made payable to “Yamhill Fire protection District.”
- Deposits are retained until a refund is requested. To request a refund of your deposit, contact the Fire Chief at 503-662-4653.
- Failure to provide seven days’ notice of a cancellation will result in the forfeit of your deposit. The Fire Chief may be notified of any cancellation by calling 503-662-4653.
- Refundable Deposit - \$25.00 (Non-governmental organizations only)
- Rental Rates

District sponsored events:	No charge
Governmental Agencies:	No Charge
Non-Governmental Agencies: Meeting Room	\$10 per meeting

(Note: The Yamhill Fire Protection District Board of Directors reserves the right to waive Deposit and Rental Rates if in the Boards opinion that just cause has been presented to do so).

RESPONSIBILITIES

Activities: Activities/uses must not be disruptive to others present in the building. Use of the facility must not require care or service beyond that which is normal and routine for Fire Station operations.

Defense of Actions: In case any claim, action or proceeding is brought against the District in any forum whatsoever by reason of any obligation to be performed under the terms of this Agreement by the Responsible Party or arising from any act or omission of the Responsible Party or the Attendees and the Responsible Party shall, upon notice from the District, defend at trial and on appeal the District at the sole expense of the Responsible Party, by counsel of District’s choosing. This obligation to defend extends to all manner of proceedings, whether in a judicial, administrative or other forum.

Food and Beverage: Food and beverage may be consumed at Attendees' sole risk and expense. The District does not provide food/beverage service or any food/beverage service supplies. There is a light-use kitchen available for Attendees' use. No dark fruit juice or alcohol is allowed.

Indemnification: To the fullest extent authorized by law, the Responsible Party shall indemnify and hold harmless The District. From and against any and all loss, cost, claim, damage, injury or liability whatsoever, including reasonable attorney fees and costs of litigation and appeal, arising from the activities of the Responsible Party, subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act ORS 30.260-30.300 and the Oregon Constitution.

Lost and Found: Attendees may call 503-662-4653 to report a lost or found item. The District will hold items for 30 days. After 30 days, unclaimed items may be donated to charity. The District is not responsible for lost or stolen items.

No Partnership: By virtue of allowing use of the Meeting Room. The District is not a partner or joint venturer with, or agent of, the Responsible Party in connection with the activity carried on during use of the Room.

No Third Party Beneficiaries: The District and the Responsible Party are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or will be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

Non-Assignability: The rights pursuant to use of the Room are personal to the Responsible Party. Any attempt by the Responsible Party to transfer, assign or sublet rights to use of the Room shall be null and void.

Parking: Public parking is available in the back parking lot behind the Fire Station and in the gravel lot to the north of the Fire Station. Meeting attendees may not park on Second Street between the signs that state Fire Parking only. Please let attendees know this in advance of the Meeting and announce it at the beginning of your Meeting as a reminder. Violators will be subject to citation.

Public Notices: Public notices and advertising of all Meetings are to refer to the location as the Yamhill Fire Protection District meeting room located at, 275 S Olive Street. All advertising and public notices of Meetings to be held in the Meeting Room must carry a clear statement of organizational sponsorship.

Repair: If any damage results from the use, act or neglect of Attendees, The District may, at its option, repair, remediate or replace such damage, and the Responsible Party shall immediately pay to the District. The total cost of such repair upon demand therefore, plus 15% of the total cost of such repair or replacement to cover the District's administrative costs and expenses, in addition to consultant fees, reasonable attorney fees and costs of litigation.

Room Condition: The Room is provided in "as is" condition and order. The Responsible Party agrees that commencement of the use of the Room is conclusive proof that the Room was in good order and satisfactory condition when the Responsible Party took possession. During use of the Room, the Responsible Party must maintain and secure the Room in good, clean and safe condition. Before leaving the Room, the Room and any areas adjacent thereto affected by use of the Room must be restored to the condition they were in immediately prior to commencement of use. Upon expiration of allotted time for use of Room, Attendees must peaceably and quietly quit and surrender the Room to the District in as good a condition as found and in accordance with the Room configuration as found upon arrival. All extra materials must be removed. All garbage must be disposed of in the proper containers.

Room Vacation: The Room must be vacated as scheduled in order to not interfere with other scheduled uses.

Special Note: The District reserves the right to control the use of the Room to best meet the needs of the public. All scheduled uses are subject to change including cancellation by the District. The District reserves the right of immediate access to the Room at all times and is not responsible for any inability to use the Room resulting from any cause, negligent or otherwise. The District reserves the right to terminate any usage at any time and without prior notice if the use constitutes a nuisance or criminal conduct.

Supervision: A responsible adult must be present at all times. Failure to control the activities of Attendees may result in the suspension of the privilege to use the Room.

Supplies and Materials: The District provides tables and chairs only. The Responsible Party must provide their own materials, cleaning supplies, audiovisual equipment, computers, easels, paper, etc.

Waiver: The Responsible Party hereby fully and unconditionally waives its individual and collective rights to recover from the District any loss, damage, restitution or compensation arising out of this Agreement or out of the use of any other District property associated with this Agreement. The District shall in no event be liable for any loss or damage suffered or incurred by the Responsible Party for any reason whatsoever. Such waiver includes, without limitation, waiver of liability for death, personal injury, theft, damage to motor vehicles, loss of property from within motor vehicles, business interruption, lost profits, consequential damages and rights of subrogation.

PROHIBITED ACTIVITIES/USES

The following is prohibited in the Room:

- Alcoholic beverages.
- Animals, with the exception of disability assistance canines or police dogs.
- Any event at which an admission fee is charged.
- Any event at which fundraising will occur. (Will be waived for 4-H and Scout Troops)
- Any event at which future business will be solicited by a speaker through literature available at the meeting.
- Any event at which merchandise is offered for sale.
- Burning of any items, including candles or incense.
- Commercial activities.
- Regular business meetings.
- Smoking.
- Social activities.
- Staples, tacks, nails, tape or adhesives on painted surfaces.
- Violations of State and local Fire Codes and OSHA Regulations.
- Weapons (except authorized law enforcement employees).

DISCLAIMER

The Yamhill Fire Protection District neither approves nor disapproves of the content, topics, subject matter or points-of-view of individuals or groups using the facilities.