



**South Gilliam County
Emergency Services Building
Facility Use Permit/Application**

\$75.00/\$100.00

Event: _____

Event Sponsor: _____

Date of Event: _____

Hours of Event: _____

Applicant: _____

Contact Address: _____

Contact Phone Number: _____

Will alcohol be served at your event? **(Must have Fire District Board approval)** ___ Yes ___ No

If "yes", complete the table on page "3" of this application.

1. Use of South Gilliam County Rural Fire Protection District Fire Station

- a. Lessee is hereby authorized use of certain South Gilliam County Rural Fire Protection District property commonly known as the South Gilliam County Emergency Services Building, located at 220 N. Main St. Condon, OR and includes the training room, kitchen facility and two restrooms.

2. Term of Agreement and Type of Function

- a. The term of this agreement shall include the following dates after the lessee receives permission for building use from the executive secretary and/or a board member:
_____ (date) for a
_____ (Type of Function).
- b. The signed lease agreement, with a check for the cleaning deposit and rental fees attached, must be returned seven (7) days before the event.

3. Rental Payment/Cleaning Deposit

- a. There is a **\$100.00** per event cleaning deposit that must be paid in advance and attached to the signed lease agreement. If the lessee cleans the facility to the condition it was in prior to the lessee using the facility, the cleaning deposit will be returned.
- b. There is a rental fee of **\$75.00** per day for the training room, kitchen and two restrooms.
- c. All rental fees (excluding the cleaning deposit) may be waived at the discretion of the South Gilliam County Fire District Board.

4. Use of Property and Insurance Requirements

- a. Prior to the date of the function, entities that would like to use the District’s facilities need to provide the District with a certificate of liability insurance with at least a \$1,000,000.00 limit, naming South Gilliam County Rural Fire Protection District as an additional insured, not “additional named insured”. This can be accomplished, for example, through a person’s homeowner’s policy, an entities or caterer’s business or nonprofit policy or through a TULIP (Tenant User Liability Insurance Policy) event insurance policy. The TULIP program is available online and is described on the attached information sheet. The fire districts venue ID Code is OB11-419. The insurance liability limit of \$1,000,000.00 requirement may be waived or modified at the fire district board’s discretion.
- b. The noise levels at your event may have a time restriction as a courtesy to the neighboring businesses and residences as determined by the Fire District Board.
- c. Entities agree to not exceed the maximum occupancy set by the Oregon State Fire Marshal of 75 people in our event room.

5. Rental Agreement for the Use of Alcohol in Fire District Facilities.

- a. With the proper certificate of liability previously described, the fire district allows food, BYOB, entity provided alcoholic beverages by a caterer, or the sale of alcoholic beverages by a properly OLCC licensed business/caterer in conjunction with an event on district property. All vendors and the sponsoring entity are each required to provide a certificate of liability insurance as previously described. For example, the Fire District would need a certificate of liability from the caterer, the sponsoring agency and the vendor providing alcohol, for a total of three certificates.
- b. You must have controls in place to insure that minors do not consume alcohol at your event and adults who are consuming alcohol must stay within the rented area. Please describe your method for controlling these situations.
- c. You must abide by the rules and regulation for the consumption of alcohol as set forth by the OLCC event permit.
- d. If alcohol is being served the following must be provided.

Hours of Alcohol Service	From: _____	To: _____
Type of Food/Caterer		
Outline Security Measures		
OLCC Permit/\$10.00 fee to City of Condon		
Alcohol Servers and License Numbers	_____	

Certificate of Insurance in the amount of \$1,000,000.00 Liability	Please attach	

6. Personal Property

- a. South Gilliam County Rural Fire Protection District shall not be responsible to lessee or guests for their property lost, damaged or destroyed in or upon the premises during the term of this agreement.

7. Damage and Indemnification

- a. Lessee agrees to pay South Gilliam County Rural Fire Protection District for any and all damage to the premises, fixtures, or contents thereof, caused by Lessee or guests during the term of this agreement. The cleaning deposit may be applied toward the cost of repairs. If the damages exceed the cleaning deposit, the lessee will be responsible for the additional cost.
- b. Lessee agrees to defend and indemnify South Gilliam County Rural Fire Protection District from and against any and all claims for loss arising from bodily injury or property damage resulting from the activity of Lessee or guest in or upon the premises during the term of this agreement.

8. Sub-Leasing or Assignment

- a. Lessee shall not sublet the premises or any portion thereof or assign this agreement.

9. Default and Surrender

- a. If Lessee shall fail to immediately remedy any default in the performance of the other agreements contained in this document, South Gilliam County Rural Fire Protection District shall have the right to re-enter the premises and remove all persons therefrom.
- b. At the expiration of the term of this agreement, or upon any earlier lawful termination of this agreement, Lessee agrees to and shall quit and surrender the premises unto South Gilliam County Rural Fire Protection District in as good a state and condition as reasonable use and wear thereof will permit (damages by the elements excepted). Lessee shall return the premises in a clean and tidy condition. Lessee will remove all perishables from the refrigerator. Lessee will return any chairs, tables or other equipment to their original location and in a clean condition. South Gilliam County Rural Fire Protection District covenants that, so long as Lessee performs the agreements herein set forth; Lessee shall and may peaceably and quietly have, hold and enjoy the premises for the term of the agreement.

10. Waiver

- a. Any waiver of any breach of covenants or agreements herein contained to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver, and shall not operate or bar or prevent South Gilliam County Rural Fire Protection District from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or agreement or otherwise.

In witness hereof South Gilliam County Rural Fire Protection District and Lessee have hereunto set their hands this _____ day of _____, 20____.

South Gilliam County Rural Fire Protection District

Lessee Representative

By: _____

Signature

Printed Name and Title

Printed Name and Title

Date

Address

Contact Name and Phone Number for the Fire District:

Phone Number

Date