



St. Paul Fire Protection District

P.O. Box 1 • St. Paul, Oregon 97137 • (503) 633-4602 • Fax (503) 633-4601

FIRE HALL RENTAL AGREEMENT

PURPOSE: To provide a standard for the rental of the St. Paul Rural Fire Protection District (District) Fire Hall by persons and/or organizations not formally associated with the District.

POLICY: The Fire Hall, located at 4233 Church Avenue NE, St. Paul, Oregon, is designed to fulfill the operational and administrative needs of the District. **The Fire Hall is not generally available for rental by any organization, agency or individual. The needs of the District and its personnel take precedence over all requests.** Use is subject to availability on a first-come first-serve basis as determined by the District or its designee under the following rules and regulations:

DISTRICT CONTACTS: The Hall Representative for the District is the Chairman, John Coleman; his designated agents are the Fire Chief, Bryan Lee and the Board Clerk, Roger Gano. Please return completed Fire Hall Agreements to the Fire Chief or mail to PO Box 1, St. Paul, OR 97137. Phone: 503-633-4602. Fax: 503-633-4601.

REQUIREMENTS: All reservations must be made through the Hall Representative or his designated agent. The District reserves the right to cancel any reservation for the needs of the District. The Hall Representative or his designated agent is responsible for scheduling, assignment, and reviewing the rules and regulations with the responsible person renting the Fire Hall. All group activities must be approved by the Hall Representative prior to reserving the Fire Hall. Some activities may not be appropriate in an emergency services facility.

FEES: The rental fee is \$400. The rental fee is due 30 days prior to the event, except in the case of funerals. Make checks payable to "St. Paul Rural Fire Protection District." The rental fee may be waived by request to the Board of Directors. To request a rental fee waiver, please check the box above signature. The Board of Directors will review the request at the next scheduled meeting (usually the third Monday of each month.)

CONDITIONS:

1. The Fire Hall may only be used for non-commercial or non-partisan political use. The Fire Hall is not to be used for private profit-motivated or partisan political activities.
2. All users of the Fire Hall shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Executive Order 11246 and the regulations issued hereto (24 CFR, Part 1), which provides in part that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of these premises.
3. **A District representative must be on the premises during the entire period of use.** This includes the event duration and times of setup and cleanup. It is the responsibility of the renter to obtain the services of a District representative. The District representative cannot be held liable for any violation of this agreement.

4. **The renter MUST provide a certificate of insurance. The minimum amount of coverage for this certificate of insurance is \$2 million per occurrence (\$2 million aggregate), issued by the renter's insurance company naming the St. Paul Rural Fire Protection District as additional insured. This certificate MUST be obtained and filed with this agreement.** This insurance certificate should include coverage in the event alcohol is served. The period of coverage must begin on the "setup" date and expire no sooner than 11:59 p.m. on the "cleanup" date. (Specific coverage regarding use of alcohol, if appropriate, is required.) The Hall Representative or other representative as designated by the Board, may waive this provision based on the determination of potential risk of loss and the totality of the circumstances regarding the proposed use.
5. No alcoholic beverages will be **sold**. All service of alcohol must be provided in accordance with the rules and laws of OLCC. Where alcohol will be served, no insurance waiver will be allowed.
6. No one is permitted in the area of the District business office, firefighting apparatuses or equipment. All parking is to be in designated areas only. Anyone vehicles blocking bay or office doors of the Fire Hall shall be towed. All costs of towing shall be reimbursed and the responsibility of the renter. Any cost from damage resulting from the removal of the vehicle(s) is the responsibility of the renter.
7. At all times, the use of space is subject to the immediate needs of the District and, in the case of emergency, the function may be terminated and non-essential personnel asked to leave. In the event of an alarm during an event, all people involved with the event will stay indoors in the rented area. This is to avoid any potential of danger to others as emergency vehicles are leaving or returning to the Fire Hall.
8. **All tobacco products are strictly prohibited in the Fire Hall.**
9. Use of the Fire Hall shall not exceed the occupancy limit as established by the office of the State Fire Marshal but, in no event, regardless of the Fire Marshal limit, shall occupancy exceed 135 people.
10. Each renter is responsible for setting up any needed chairs and/or tables and for all cleanup following the use.
11. Cleaning responsibility includes cleaning restrooms, cleaning kitchen area, sweeping and mopping floors, pick up of surrounding area. Garbage disposal is the responsibility of the renter. Any expenses incurred by the District for cleaning are the responsibility of the renter. Payment shall be due within 10 days of notice to the renter of the amount spent by the District for cleaning.
12. Any damage occurring during rental of the Fire Hall is the responsibility of the renter. They shall be responsible to reimburse the District for any and all damages to the Fire Hall or its contents, and or the District apparatuses or its contents. Damages include the cost of all repairs or replacement of damaged items.
13. **Release:** The undersigned renter hereby releases the St. Paul Rural Fire Protection District from liability for any and all property damage, personal injuries, or other claims arising from the renter's participation in the use of the Fire Hall, including those that are known and unknown, foreseen and unforeseen, future or contingent.

14. **Indemnification:** The organization (the renter) agrees to indemnify, reimburse, and hold the District harmless from any and all liability, claims, expense, or damage, which may be brought against the District as a result of any act or occurrence of the renter, its members, agents, guests, or invitees. This includes reimbursement to the District for any damages to District property, and reimbursement, including any attorney's fees incurred by the District in collection of these sums, whether or not litigation is required and in defense of any action brought by any party.

15. **Covenant not to Sue:** The undersigned renter covenants that the renter shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit, or other proceeding against the St. Paul Rural Fire Protection District (or their officers, directors, employees, agents, representatives, volunteers, or affiliates) concerning, arising out of, or related to the actions, causes of action, claims, and demands hereby waived, released or discharged by the renter.

16. **Assurances:** The undersigned renter has full power, authority capacity, and right without limitations to execute, deliver, and perform this release. If the individual does not have the authority to bind the organization, the individual will be personally liable and be responsible for all obligations under this agreement.

17. **Acceptance of Liquor Liability:** The undersigned renter accepts full responsibility for the consumption of any alcoholic beverages served and full responsibility for any violations of the state alcohol laws pertaining to minors or others. (See paragraph 4 above regarding providing insurance certificate covering serving of alcohol.)

18. **Binding Effects:** This release shall be binding upon the undersigned renter and the renter's spouse, legal representatives, heirs, successors, and assigns.

19. **Attorney's Fees:** If suit or action is brought either directly or indirectly to enforce the terms of this agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for the District to incur the services of an attorney to enforce any provision of this agreement without initiating litigation, the renter agrees to pay District's attorney's fees so incurred.

APPLICATION FORM FOR RENTAL OF ST PAUL FIRE HALL

Renter/Responsible Person's Name		Phone	
Organization			
Charity Involved, If applicable			
Address			
City		State	Zip
Set Up Date		Event Date	Clean Up Date
Set Up Time		Event Time	Clean Up Time
Intended Activity			
Insurance Company		Policy #	
Fire District Representative to be Present:			

Request Board of Directors for Rental Fee Waiver

Renter/Responsible Person's Signature _____ Date _____

Renter/Organizational Representative's Signature _____ Date _____

Renter/Organizational Representative's Title _____

For District Office Use Only

Signature Approval of Hall Representative	Date
Amount Paid	Liability Amounts