**Facility Reservation Agreement**

**GENERAL CONDITIONS**

* Facility use is available to and prioritized in the following order: the City of Happy Valley, city partners (defined in the City’s Facility Use Policy), community organizations, members of the community, businesses and nonprofits serving the Happy Valley community, and all others.
* Applicants must be at least eighteen years old, and able to enter into legally binding agreements.
* A Facility Reservation must be received a minimum of fourteen days prior to the requested reservation date unless it is for a Library Study Room.
* A Facility Reservation is not considered complete until a Facility Use Agreement is signed, and if required, determines insurance is sufficient, and fees are paid.
* The Applicant must be present for the duration of the reservation and is responsible for following the terms of this Facility Use Agreement.
* Use of the City’s meeting facilities does not constitute an endorsement by the City of Happy Valley of the viewpoints expressed by participants in the program or meeting. All publicity shall carry the name of the organization sponsoring the event or meeting. The City shall not be identified or implied as a sponsor.
* Use of City facilities must not endanger the health or safety of the public or City employees, damage public property, or interfere with City operations.
* Applicants may not use City facilities or resources to promote a candidate, ballot measure or political party.

**AVAILABILITY**

* Public facilities are not available on holidays or outside of standard hours of operation unless authorized by the City Manager or designee.
* The City discourages regular, consecutive reservation of facilities.
* Public facilities are not available on holidays or outside of standard hours of operation unless authorized by the City Manager or designee. If an exception is approved, the Applicant may be charged a fee to cover the cost of having a staff member present.

**ROOMS**

The following rooms are available for Facility Reservations. Please note the capacity for each room. Facility Reservations do not include adjacent areas or adjoining conference rooms.

* 16000 SE Misty Drive Happy Valley OR, 97086
  + Council Chambers – Capacity 120, First Floor
  + Hood View Room – Capacity 10, Second Floor
  + Rebstock Room – Capacity 10, First Floor
* Library Community Rooms
* Library Meeting Room
* Library Study Rooms

**EQUIPMENT**

* Office equipment, including telephones, copiers, coffee makers, and office supplies are not available for Applicant’s reservation.
* Audio visual equipment is not available for Applicant without prior arrangement. A staff member must operate the equipment in some instances, and additional fees will apply for their time.

**FEES**

* Fees are outlined in the [City of Happy Valley’s Fee Schedule](https://www.happyvalleyor.gov/wp-content/uploads/2024/10/10032024.pdf).

**LIABILITY**

1. Any Applicant or group sponsoring or using a City-owned facility assumes all liability for any accidents that occur during the scheduled reservation time of the facility.
2. The Applicant assumes the entire responsibility and liability for losses, damages and claims arriving out of injury or damage to the display, equipment and other property brought upon the premises of the City and shall indemnify and hold harmless the City from all such losses, damages and claims arising out of such use.
3. The Applicant shall be responsible for the conduct of participants in the activity or event, the supervision of youth under 18 years of age, for the control and containment of litter, and for any damage to the premises beyond ordinary wear and tear.
4. The Applicant is liable for City’s attorney’s fees or collections costs reasonable incurred in any action in which the City prevails for enforcement of this agreement.
5. The City is not responsible for personal property left behind by Applicant or represented group, or for lost or stolen items left inside or outside the premises.

**INSURANCE**

Proof of insurance may be required. If insurance is required, such insurance shall be primary and noncontributory, and the City, its employees, officers, agents, and volunteers must be named an additional insured.

The Applicant must submit a Certificate of Liability Insurance with General Liability coverage of $2,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage if any of the following conditions are met:

* The reservation involves more than seventy-five people.
* The City Manager authorized an exemption to the Facility Use Policy, allowing use outside standard operating hours *without* staff present.
* The facility use or activity is a non-sanctioned sporting event or tournament.
* The employee responsible for risk management determines the activity to be of higher risk.

**ALCOHOL AND TOBACCO**

* Alcohol is not permitted in or on the premises of any City facilities.
* If an exception for alcohol is granted by the City Manager, catered beer and wine is permitted with a designated server and monitored serving area. The Applicant must submit General Liability, which includes “Host Liquor Liability” Insurance of not less than $2,000,000 per occurrence.
* Smoking and tobacco use is not permitted in or on any City premises, including park grounds and parking lots.

**COMMERCIAL ACTIVITY**

* City facilities are not for commercial purposes and may not be used to promote or sell products or services. Users may not use a City facility address as their business address.
* Non-City sponsored users cannot charge a fee to attendees, unless exempted by the City Manager.

**DECORATIONS**

* Scotch tape, masking tape, tacks, pins, glue, etc. are not permitted on the walls or woodwork.
* Bird seed, metallic confetti or rice, bubbles, open flame, candles, silly string, and unanchored balloons are prohibited.

**FOOD**

* The City of Happy Valley is not responsible for health issues related to any food consumed at the event.
* Caterers are required to show proof of current Food Handlers Permit.
* Individuals or groups planning to provide food at a public event, where it is prepared or served for consumption, are required to have a Temporary Restaurant License and proof of current Food Handlers Permit for at least one food handler.

**CLEAN UP**

* Rooms are provided in “as is” condition, and commencement of use is the Applicant’s acknowledgement that the room was in satisfactory condition.
* Applicants must book enough time to allow for set up and clean-up activities and vacate at the scheduled time.
* The reserved area will be left clean, undamaged, and returned to normal configuration. The Applicant must wipe tables, sweep, or vacuum floors, and place any trash or recycling in appropriate containers.

**MODIFICATIONS**

* All requests for schedule changes or cancellation must be in writing and submitted by the Applicant.
* Changes to the date, location, or time for a confirmed reservation will require an administration fee of twenty dollars and must be paid before changes take place.
* Modifications are subject to availability.

**CANCELLATION/REFUND POLICY**

* Reservations are not transferable, and application fees are not refundable.
* If cancellation is received thirty days prior to the reservation date, the Applicant will be issued a full refund for any hourly fees. If the cancellation is received between fourteen or twenty-nine days prior to the reservation date, a refund will be provided less an administration fee of twenty-five dollars.
* There are no refunds for cancellations less than fourteen days prior to the reservation date.
* All efforts will be made to keep an approved reservation intact; however, the City of Happy Valley retains the right to relocate or cancel a reservation without notice if necessary. If this occurs, the City will refund any hourly fees paid.

**CONFIRMATION**

* The City will send confirmation prior to the reservation date and emergency contact with the City. If necessary, this will include access information and any other instructions.

**SECURITY**

* City Hall Users: Propping doors open at any time will result in a silent alarm, and a staff member or police will respond. Lights are controlled by a wall switch on the inside west wall next to the interior entrance doors. All other meeting room lights are controlled automatically and will turn off on their own.

Clean Up Checklist

* The tables and chairs are returned to their normal configuration or storage area.
* Garbage and recycling are picked up and deposited into the appropriate receptacles.
* Floors are free of debris.
* The lights are turned off if using City Hall Council Chambers.