

# The Historic Kenton Firehouse

8105 N. Brandon Avenue

(503) 823-4524

2209 N. Schofield St. Portland, OR 97217 (mailing address)

Fax: (503) 285-5614

www.historickentonfirehouse.com

|  |                         |                 |
|--|-------------------------|-----------------|
| Event Name and type of event:  |                         |                 |
| Event Date(s):   | Event Start<br>AM<br>PM | End<br>AM<br>PM |
| Cleanup<br>Set-up time is part of your paid rental time. One hour after the end of your event is provided free of charge for clean-up. | Cleanup Ends            | AM<br>PM        |
| Event/Rental Contact Person and Phone:   |                         |                 |

- Reservations require this rental agreement to be signed, dated, and accompanied by a **\$250.00 security/damage deposit\***. **Rental and A/V fees and proof of insurance are due 30 days before your event date (or on the day you make your reservation if your event is in less than 30 days).**
- Make checks payable to "North Portland Community Works".
- Note: the Historic Kenton Firehouse is not set up for credit card transactions.
- A copy of the signed original rental agreement will be emailed to you; a printed copy will be mailed upon request.

\*The **security/damage deposit** is in addition the rental fee. It secures the facility on Renter's requested date(s) and serves as a refundable damage deposit. Violation of any of the terms of this contract may result in part or all of the security/damage deposit being withheld.

*All rental fees go to the preservation, maintenance & operation of this historic landmark.*

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| <b>For Office Use Only</b>  |                                       |
| Rental Fee  | \$ _____ due by: _____                |
| Audio/Visual Fee  | \$ _____ due by: _____                |
| Security Deposit: \$  | Date to cancel for full refund: _____ |
| Certificate of Liability Insurance required: <input type="checkbox"/> Yes <input type="checkbox"/> No |                                       |
| OLCC permit required: <input type="checkbox"/> Yes <input type="checkbox"/> No                        |                                       |

## TERMS AND CONDITIONS:

### 1. USE OF PREMISES AND GROUNDS

- A. Renter agrees and warrants that all guests and others using the facility and grounds will comply with contract requirements and with Historic Kenton Firehouse staff direction.
- B. Facility and grounds are to be used only for stated purpose(s).
- C. The Fire Marshall limits the occupancy of the building to no more than 49 at any one time.
- D. The hour immediately following the end of the event is provided free of charge for event clean-up. Event set up must be done during the rental period. It is the responsibility of Renter to move equipment within the facility or on the grounds during event.
- E. No event may continue after 10:00 p.m. For events ending at 10:00 p.m., clean-up must be completed before 11:00 p.m.
- F. No Smoking is permitted in the facility or on the grounds including the street sides of the building.
- G. No pets except service animals are allowed within the building. City code requires animals outside on the grounds to be leashed.
- H. Candles must be in holders that prevent wax from dripping on surfaces.
- I. The location of nearby homes requires that amplified music/noise is permitted only inside with the doors closed. Music/noise must not exceed City of Portland noise limitations for residential neighborhoods. Any outside music or noise expected to be louder than normal conversation will require Renter to obtain a noise variance from the City of Portland.
- J. Children must be supervised.
- K. Historic Kenton Firehouse staff and volunteers monitor event activities and have the authority to enforce contract rules. At any time and without advance notice, Historic Kenton Firehouse staff and/or volunteers will terminate rental if contract or local law is violated.

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### 2. SET-UP AND BREAKDOWN

- A. Do not use nails, tacks or staples in the walls/woodwork. If tape is used, it must be tape that is made to be removable such as painter's tape and must not damage any surface or leave any residue. All decorations and tape must be removed after event.
- B. Clean and return tables and chairs to their original positions throughout the firehouse.
- C. Separate and recycle your trash in the provided containers. All trash and recyclables must be placed in the appropriate roll carts in the outdoor trash enclosure. Failure to properly recycle and/or dispose trash will result in an automatic \$100 charge.
- D. Event trash and signage including trash and signage on the grounds, sidewalks, and streets must be collected and disposed of properly.
- E. Any damages that occur during the event must be reported immediately.
- F. All personal items are removed from the premises. A fee will be charged for equipment left on premises.

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### 3. SECURITY DEPOSIT; PROPERTY DAMAGE

After a day-after-event check by the Historic Kenton Firehouse staff, the \$250.00 security/damage deposit will be refunded if the end-of-event checklist has been accurately completed, there are no damages to the building and its grounds, Renter has used the facility only for the purpose of and the time stated in the contract and has followed all the rules about noise, smoking and other community impact. Some or all of the security deposit will be withheld if cleaning or other additional staff time is required as well as for damage or neighborhood impact. If damage to Historic Kenton Firehouse property exceeds the amount of the security/damage deposit, Renter agrees to pay for, or replace, any object of Historic Kenton Firehouse property that is destroyed, damaged, or stolen during the event. Such payment or replacement must be made immediately upon receipt of notification from Historic Kenton Firehouse. Refunds are issued 10 days after the event.

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4. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Renter agrees to indemnify and hold the Historic Kenton Firehouse Committee, Kenton Action Plan (dba North Portland Community Works) , its owners, officers, agents, and employees, and the City of Portland, its officers and agents harmless from and against any and all liability, claims, actions, demands or losses of any kind and nature that may occur or be claimed with respect to any person or persons, corporation, property of chattels, on or about the Historic Kenton Firehouse, or to the property itself resulting from any act done, or omission by or through Renter, its agents, contractors, employees, invitees, or any person on the premises of the Historic Kenton Firehouse by reason of Renter's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of Renter or Renter's guest, whether intentional or negligent, which occur during use. Renter agrees to pay all costs and attorney fees incurred by the Historic Kenton Firehouse owner and representatives in defending any such claim or action brought against the owner and representatives.

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5. **PERSONAL AND ABANDONED PROPERTY**

The Historic Kenton Firehouse and its representatives assume no responsibility for any property placed in the facility or on the premises or any property that is left on the premises after the event is over.

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6. **CANCELLATION POLICY**

- A. All cancellations must be in writing.
- B. *Cancellations **received** more than 30 days prior to the event:* All money paid is refunded less a \$100.00 administrative charge.
- C. *Cancellations **received** less than 30 days prior to the event, but more than 7 days prior to the event:* The rental fee is forfeited up to \$250/rental day. The damage/security deposit is refunded to Renter.
- D. *Cancellations **received** within 7 days of the event:* The rental fee is forfeited up to \$375/rental day. The damage/security deposit is refunded to Renter.
- E. Historic Kenton Firehouse staff may cancel rentals due to inclement weather, emergency conditions, or events beyond the control of the Historic Kenton Firehouse. In case of cancellation initiated by the Historic Kenton Firehouse staff, all rental and deposit monies will be refunded.

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7. **INSURANCE**

Renter must provide a Certificate of Liability Insurance **30 days prior to the event or no later than three business days after making a reservation within the 30-day period.** In no case will an event be allowed to proceed without this certificate. This insurance certificate must explicitly state the following conditions:

- A. \$1,000,000 Bodily Injury and Property Damage Liability Limits;
- B. \$1,000,000 Host Liquor Liability must be specifically included in the above coverage;
- C. The Historic Kenton Firehouse Committee, the Kenton Action Plan (dba North Portland Community Works) , its owners, officers, agents, and employees, and the City of Portland, its officers, agents, and employees must be named as additional insured for any claim or claims resulting from or growing out of the Renter or event.

**Failure to provide evidence of this insurance to the Historic Kenton Firehouse staff, 30 days prior to your event or within three business days of making a reservation as specified above, will cause immediate cancellation of your event. Cancellations resulting from failure of renter to provide the Historic Kenton Firehouse with a proper and timely certificate of liability insurance will be treated as renter caused cancellation occurring less than 30 days prior to the event.**

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**8. ALCOHOL**

- A. Renter agrees and warrants that there shall be no service or consumption of alcohol by any person who is visibly intoxicated or under 21 years of age. Historic Kenton Firehouse staff reserves the right to ask guests for identification to verify age. Renter shall monitor all service, if any, of alcohol and specifically acknowledges that Renter is solely liable for the consumption of any alcohol by any person on the Premises and that such liability shall extend to any aspect regarding the consumption of alcohol. Violation of any OLCC regulation will cause immediate termination of event and result in forfeiture of all fees and deposits.
- B. Renter agrees not to sell alcohol nor charge admission if accompanied by the service of alcohol unless, and only if, the event is a fund raising event approved by Historic Kenton Firehouse staff and that additional insurance requirements are met as determined by Historic Kenton Firehouse staff. If alcohol is sold on property, or admission is charged accompanied by the service of alcohol, Renter must obtain, and show proof of, a temporary liquor license 30 days prior to the event date. Failure to provide evidence of this OLCC license to the Historic Kenton Firehouse staff, 30 days prior to your event, can cause immediate cancellation of your event. Cancellations resulting from failure of renter to provide the Historic Kenton Firehouse with a proper OLCC permit will be treated as a renter caused cancellation occurring less than 30 days prior to the event.
- C. Alcohol service and consumption is limited to the building and fenced side yard. OLCC prohibits alcohol consumption on the street sides of the building, or on nearby sidewalks, streets, or in cars.
- D. Renter shall indemnify and hold the Historic Kenton Firehouse Committee, the Kenton Action Plan (dba North Portland Community Works) , its owners, officers, agents, and employees, and the City of Portland, its officers, agents, and employees, harmless from all liability for improper use of alcohol.

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**Agreement by Signature**

Signature indicates Renter agrees to all terms and conditions stated herein.

|                           |              |
|---------------------------|--------------|
| <b>Renter (signature)</b> | <b>Date:</b> |
|---------------------------|--------------|

|                       |              |                      |                         |              |                      |
|-----------------------|--------------|----------------------|-------------------------|--------------|----------------------|
| <b>Renter (Print)</b> |              |                      |                         |              |                      |
| <b>Address</b>        |              |                      | <b>City, State, ZIP</b> |              |                      |
| <b>Primary Phone</b>  | (circle one) | Home<br>Work<br>Cell | <b>Secondary Phone</b>  | (circle one) | Home<br>Work<br>Cell |
| (     )               |              | (     )              |                         | (     )      |                      |
| <b>Email Address</b>  |              |                      |                         |              |                      |

|   |              |
|---|--------------|
| <b>For the Historic Kenton Firehouse</b><br>Pamela Plance |              |
| <b>Signature:</b>   | <b>Date:</b> |

**Day of Event Contact: Cindy Robbins, 503.799.0218**    Emergency Contact: 503.799.9144 (if no answer 503.805.3479)