

Rental Application and Agreement

The Historic Kenton Firehouse

8105 N. Brandon Ave. (event address) (503) 823-1192
 2209 N. Schofield St. Portland, OR 97217 (mailing address)
 www.historickentonfirehouse.com

Event name and type of event:			
Event date(s):	Event Start	AM PM	Event End AM PM
Setup time is part of your paid rental time. One hour is provided without additional charge for cleanup after the event end time.	Cleanup End		AM PM
Event/Rental Contact Person and Phone:			

To reserve the Historic Kenton Firehouse (“Firehouse”), this rental application and agreement must be signed, dated, and accompanied by a \$250.00 security/ damage deposit*. **Rent, fees for audio/video equipment, and certificate of liability insurance OR “No Alcohol” declaration are due 30 days before your event (or on the day you make your reservation if your event is in less than 30 days).**

The Firehouse is an unreinforced masonry building, and unreinforced masonry buildings may be unsafe in the event of a major earthquake.

Make checks payable to “North Portland Community Works.”
 Note: The Firehouse is not set up for credit card transactions.

*The security/damage deposit is in addition to the rent. It secures the facility on your requested date(s) and serves as a refundable damage deposit. If you violate any of the terms of this rental application and agreement, you may forfeit part or all of the security/damage deposit.

All rent goes to the preservation, maintenance & operation of this historic landmark.

For Office Use Only	
Rent	\$
Audio/Video Fee	\$
Security Deposit	\$
TOTAL	\$

TERMS AND CONDITIONS:

1. USE OF FIREHOUSE (BUILDING AND GROUNDS)

- Renter agrees and warrants that all guests and others using the Firehouse will comply with all provisions of this rental agreement and with direction from Firehouse representatives.
- Renter affirms that Renter is 18 years of age or older (21 years of age or older if alcohol is to be served at the event).
- The Firehouse is to be used only for the event described on Page 1 of this agreement.
- The hour immediately following the Event End Time as stated on Page 1 of this agreement is provided at no additional charge for event cleanup. Event setup must be done at or after the stated Event Start Time as stated on Page 1 of this agreement. It is the responsibility of Renter to move equipment in the building or on the grounds during the event.
- Renter may not remove chairs, tables or other equipment belonging to the Firehouse from the premises.
- No event may continue after 10 p.m. For events ending at 10 p.m., cleanup must be completed before 11 p.m.
- Under Fire Marshal orders, no more than 49 people may be in the building at any time.
- Doors and exit routes must not be blocked.
- No smoking is permitted in the building or on the grounds, including the street sides of the building.
- Renter agrees that during any event held at the Firehouse that is open to the public, Renter and Renter's participants will not exclude any individual from participation in the event, deny anyone benefits of the event, or otherwise subject anyone to discrimination because of the individual's race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income.
- No pets except service animals are allowed in the building. City code requires animals outside on the grounds to be leashed.
- Candles must be in holders that prevent wax from dripping on surfaces. Other than candles, no use of fire is permitted inside the building.
- The location of nearby homes requires that amplified sound be permitted only inside with the doors closed. Music and 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.
- Renter must provide supervision for all individuals under 18 years of age.
- Renter understands that the Historic Kenton Firehouse, Kenton Action Plan (dba North Portland Community Works), and the City of Portland are not sponsors of Renter's event, nor do they supervise Renter's event or the participants in Renter's event.
- Firehouse staff and volunteers monitor event activities and have the authority to enforce this rental agreement. At any time and without advance notice, Firehouse staff or volunteers may terminate the event if any provision of this agreement or any law is violated. Any termination under this provision will be treated as a Renter-caused cancellation of less than seven days under Section 6 of this agreement.

Renter's initial

2. SETUP AND BREAKDOWN

- Do not use nails, tacks or staples in the walls, woodwork, or ceiling. Any tape used must be made to be removable, such as painter's tape, and may not damage any surface or leave any residue. All decorations and tape must be removed before Cleanup End Time as stated on Page 1.
- Clean and return tables and chairs to their original positions throughout the Firehouse.

- 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 or dispose of trash will result in an automatic \$100 charge.
- Event trash and signs, including on the grounds, sidewalks, and streets, must be collected and disposed of properly. No paint or chalk may be used on the building or concrete.
- Renter must immediately report to a Firehouse representative any damage to the building or grounds that occurs during the event or cleanup.
- All personal items must be removed from the Firehouse. Renter may forfeit deposit or become responsible for additional fees for any property left in the building or grounds.

_____ Renter's initial

3. SECURITY DEPOSIT; PROPERTY DAMAGE

- Firehouse representatives will conduct an inspection after the Cleanup End Time stated on Page 1 of this rental agreement, generally within 24 hours of that time.
- If representatives determine that the Renter has fulfilled the terms of this agreement, including, but not limited to, the breakdown provisions under Section 2; that there has been no damage to the Firehouse building or grounds; that Renter has used the Firehouse only for the purpose and within the time stated on Page 1 of this agreement, and Renter has complied with all agreement provisions and laws regarding noise, smoking and other community impact, then the security/damage deposit indicated on Page 1 will be refunded to Renter.
- Some or all of the security/damage deposit may be forfeited to the Firehouse under circumstances including, but not limited to, events where additional staff time is required to monitor, supervise, or otherwise engage with Renter's event; or to clean or repair the Firehouse building or grounds; damage caused by individuals at Renter's event before, during or after the event; as well as for negative neighborhood impacts.
- If damage to Firehouse property exceeds the amount of the security/damage deposit, Renter agrees to pay for, or replace, any object or portion of Firehouse property or grounds that was destroyed, damaged, or stolen during Renter's event.
- Such payment or replacement must be made immediately upon receipt of notification from Firehouse representatives.
- The Firehouse will normally issue a refund of Renter's security/damage deposit, if applicable, via check within 10 business days after the day that Renter's event concludes.

_____ Renter's initial

4. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Renter agrees to indemnify and hold harmless the Historic Kenton Firehouse Committee and Kenton Action Plan (dba North Portland Community Works), their owners, officers, agents, employees, volunteers and representatives, as well as the City of Portland, its officers, agents, employees, and representatives from and against any and all liability, claims, actions, costs including attorney fees and all other costs of defense, demands or losses of any kind and nature that may occur or be claimed with respect to any person or persons, corporation, property or chattels, on or about the 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 property or grounds 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 agents, contractors, employees, invitees, or any guest of Renter, whether intentional or negligent, that occurs during use. Renter agrees to pay all costs, expenses, and attorney fees incurred by the Historic Kenton Firehouse Committee, Kenton Action Plan (dba North Portland Community Works), their owners, officers, agents, employees, volunteers and representatives, as well as the City of Portland, its officers, agents, employees, and representatives in defending any such claim or action brought against the Historic Kenton Firehouse Committee, Kenton Action Plan (dba North Portland Community Works), their owners, officers, agents, employees, volunteers and representatives, as well as the City of Portland, its officers, agents, employees, and representatives arising out of or related to the activities of the Renter and participants during the use of the facility. This release of liability and assumption of risk shall be construed as broadly as allowed by law to include all claims that Renter or Renter’s agents, contractors, employees, invitees, or any guest of Renter may have. If any provision of this “Indemnification and Hold Harmless Agreement” is deemed invalid, the remaining provisions remain in full force and effect.

Renter’s initial

5. PERSONAL AND ABANDONED PROPERTY

The Firehouse and its representatives assume no responsibility for and are not responsible for any property placed in the Firehouse building or grounds; nor for any property left on the Firehouse premises after the Cleanup End Time stated on Page 1 of this rental agreement.

Renter’s initial

6. CANCELLATION POLICY

- All cancellations by Renter must be made in writing and delivered to Firehouse staff.
 - Cancellations **received** more than 30 days before the event: All money paid to the Firehouse, minus an administrative charge of up to \$100.00, is normally refunded to the Renter within 10 business days of receipt of cancellation.
 - Cancellations **received** 30 days or fewer, but more than 7 days, before the event: Renter forfeits rent up to \$250.00 per rental day to the Firehouse. The damage/security deposit is normally refunded to the Renter within 10 business days of receipt of cancellation.
 - Cancellations **received** 7 days or fewer before the event: Renter forfeits rent up to \$375.00 per rental day to the Firehouse. The damage/security deposit is normally refunded to the Renter within 10 business days of receipt of cancellation.
- Firehouse staff may cancel rentals due to inclement weather, emergency conditions, or events beyond the control of the Firehouse. In case of cancellation initiated by Firehouse staff, all rental and deposit monies will normally be refunded to the Renter within 10 business days of the cancellation.

Renter’s initial

7. INSURANCE

- If alcohol will be consumed on the premises, Renter must provide to Firehouse staff a written Certificate of Liability Insurance (“certificate”) at least 30 days prior to the event date stated on Page 1 of this agreement or no later than 3 business days after making a reservation when the reservation is made within 32 days of Renter’s event. In no case will an event involving alcohol be allowed to proceed without a valid certificate. This insurance certificate must explicitly state the following conditions:
 - \$1,000,000 Bodily Injury and Property Damage Liability Limits;

- \$1,000,000 Host Liquor Liability must be specifically included in the above coverage;
- The Historic Kenton Firehouse Committee, the Kenton Action Plan (dba North Portland Community Works), their owners, officers, agents, employees, volunteers and representatives, and the City of Portland, its officers, agents, employees, and representatives must be named as additional insured for any claim or claims resulting from or growing out of the Renter's actions or event.
- Renter's failure to provide the certificate to the Firehouse staff, at least 30 days prior to Renter's event, or within 3 business days of making a reservation when the reservation is made within 32 days of Renter's event, results in immediate cancellation of Renter's event. Cancellations resulting from Renter's failure to provide the Firehouse with a proper and timely certificate will be treated as a Renter-caused cancellation occurring 30 days or fewer before the event under Section 6 of this rental application and agreement.

Renter's initial

8. ALCOHOL

- 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. Firehouse staff and representatives reserve 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 in the Firehouse building or on the grounds, and that such liability shall extend to any aspect regarding the consumption of alcohol. Violation of any law or Oregon Liquor Control Commission regulation will cause immediate termination of event and result in forfeiture of all fees and deposits.
- Renter agrees not to sell alcohol or to charge admission to an event where alcohol is served unless:
 - The event is a fundraiser approved by Firehouse staff,
 - Additional insurance requirements are met as determined by Firehouse staff, and
 - Renter obtains, and shows proof of it at least 30 days before the event, a valid Oregon Liquor Control Commission temporary liquor license. Failure to provide evidence of this OLCC license to the Firehouse staff, 30 days prior to your event, may cause immediate cancellation of your event. Such a cancellation will be treated as a Renter-caused cancellation occurring 30 days or fewer before the event under Section 6.
- Alcohol service and consumption are limited to the building and fenced yard. OLCC prohibits alcohol consumption on the street sides of the building, on sidewalks or streets, or in vehicles.
- Renter shall indemnify and hold the Historic Kenton Firehouse Committee, the Kenton Action Plan (dba North Portland Community Works), their owners, officers, agents, employees, volunteers and representatives, and the City of Portland, its officers, agents, employees and representatives harmless from all liability for improper use of alcohol.

Renter's initial

Agreement by Signature

Renter’s signature is required and indicates that Renter has read, understands and agrees to all terms and conditions stated in this rental application and agreement. Renter affirms that Renter is an authorized agent of any company or organization listed below. If any provision of this rental application and agreement is deemed invalid, the remaining provisions remain in full force and effect.

Renter (signature)	Date
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Renter (printed name)	
Company (If applicable)	
Address	City, State, ZIP
Primary Phone <input type="checkbox"/> Home <input type="checkbox"/> Work () <input type="checkbox"/> Cell	Secondary Phone <input type="checkbox"/> Home <input type="checkbox"/> Work () <input type="checkbox"/> Cell
Email Address	

For the Historic Kenton Firehouse (print name):	
Signature:	Date:

This is an application to rent the Historic Kenton Firehouse (“Firehouse”). This application becomes a valid rental agreement only after the requisite fees and deposits have been paid, the Certificate of Liability Insurance has been provided to the Firehouse, and the application has been reviewed and signed by an authorized representative of the Firehouse.

A certificate of liability insurance as described in this rental application and agreement must be provided if alcohol will be consumed during your event. If alcohol will not be consumed, the “No Alcohol” declaration form must be filled out, signed and attached to this rental application and agreement.