IRCO Community Center Rental Policies

1. **Fees and Deposits**
   Renter shall pay to IRCO the following fees upon the execution of this agreement for use of the facilities, in accordance with the application form attached to this agreement (the “License Fee”).

2. **Limited, Revocable License**
   IRCO grants to Renter, and Renter accepts, a limited and revocable license to use the Facilities solely on the Event Dates during the Event Time, subject to the terms and conditions as agreed upon in this License. Renter agrees to use the Facilities in accordance with the Additional Terms and Conditions attached to this Agreement.

3. **Cancellations**
   Upon cancellation of a reserved Event Date and/or Event Time fourteen (14) or more days prior to the Event Date, IRCO shall refund the security Deposit and any tendered rental Fee to Renter within thirty (30) days of such notice of cancellation. If cancellation is three to thirteen (3-13) days prior to the Event, Renter will receive a refund of the full rental Fee, and exactly half (50%) of the security Deposit. If event is cancelled fewer than three (3) days in advance, IRCO shall retain the full security Deposit and all Fees paid.

4. **No Warranty**
   The Facilities are provided “AS IS”, “WHERE IS” and without warranty as to the suitability of the Facility for Renter’s intended use. Renter shall be responsible for the repair and/or replacement of the Facilities to the extent such repair or replacement is the result of Renter’s (or its agents, contractors, employees, invitees, or subcontractors) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement. Renter shall deliver the Facilities to IRCO in as good a condition as when received by the Renter, ordinary wear and tear excepted. If the premises are not cleaned properly as determined by IRCO, the Renter’s Deposit shall be applied to the total cost of cleaning the building, as well as for the cost to repair any other damages as provided for in this Agreement. The Renter’s liability shall not be limited to the amount of the Deposit. Any necessary expenses exceeding the Deposit shall be borne by the Renter and shall be due and payable within 30 days of the receipt of any invoice from IRCO. The Renter stipulates that the premises have been examined prior to the execution of this Agreement and is satisfied with the physical condition of said premises. Renter takes possession of said premises to be safe, sanitary, in good condition and in good repair.

5. **Indemnification**
   The Renter shall accept and assume full responsibility for all risks of illness, injury, death, or damage to property, whether due to the negligence of IRCO or otherwise, that Renter, or any participant of the Event may sustain while occupying or using the IRCO premises. Renter agrees that it shall release, indemnify, defend and hold harmless IRCO and its employees, officers, board, directors, volunteers and representatives from any claims, demands, actions, liabilities, damages, losses and expenses (including attorney fees), related to any such illness, injury or property damage. This includes any acts or omissions of Renter, its agents, contractors, employees, invitees or subcontractors that arise out of the Renter’s use of the Facility. The Renter further assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by the consent of the Renter.
6. **Right of Entry**

In renting the premises, IRCO retains the right to control the management thereof, and to enforce all necessary means of operation. IRCO, through its authorized persons, police officers, firefighters and other designated representatives, shall have the right at any time to enter any portion of said premises for any purpose whatsoever. This includes in the event of an emergency involving possible injury to property or persons in or around the Facility. Renter shall provide IRCO the immediate notice of any injury or damage to persons or property in, to or around the Facility of which it is aware.

7. **Revocation**

This Agreement is freely revocable by IRCO and, upon written notice from IRCO to Renter, may be terminated at any time in IRCO's sole discretion.

8. **Required Insurance**

Renter agrees to provide to IRCO a Commercial General Liability Insurance Certificate in the amount of $1,000,000 naming IRCO, its officers, members and employees as additional insured. Commercial General Liability Insurance shall be in full force and effect on the date of and through the entirety of the Renter's use of the facility and may not be cancelable. Copies of the proof of such insurance shall be submitted to IRCO at least two (2) weeks prior to the event and will be kept on file.

9. **Miscellaneous**

A. **GOVERNING LAW:** This Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Agreement shall be construed and governed by the laws of the State of Oregon.

B. **NO AMENDMENT:** No amendment or modification to this License shall be binding upon IRCO unless it is in writing.

C. **LICENSE ONLY:** This Agreement shall be deemed to create only the relationship of licensor-licensee between the parties and shall not, in any event, be deemed to create any other relationship, including without limitation landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venture.

D. **NO ASSIGNMENT:** This Agreement is for the sole benefit of the Renter and IRCO, and Renter may not assign or transfer its obligations or rights under this Agreement. Any assignment or transfer contrary to the provisions of this paragraph shall be null and void.

E. **ENFORCEMENT.** Renter shall be responsible for all costs, expenses and reasonable attorneys’ fees incurred by IRCO in enforcing this Agreement in the event IRCO prevails in any such enforcement.
MUSIC:
In accordance with the City Noise Ordinance, amplified music is allowed outside only until 10:00pm. Music inside the facility may not be audible beyond the facility space and must cease by 11:00pm.

EQUIPMENT USAGE:
Renter is responsible for all equipment listed as rented on this agreement. The cost of lost, damaged or uncleaned equipment will be deducted from the deposit. If the cost to replace or repair overrides the deposit, additional funds will be required from the rental party within seven (7) days of event.

SET-UP & CLEAN-UP:
Renter is responsible for the set up and teardown of tables and chairs. If requested on this agreement, IRCO staff-rental supervisor will provide the set up and tear down for an additional fee. Renter is required to provide the cleanup for the gym and the kitchen if applicable. This includes sweeping and wiping up any liquid, food and trash on floors and counters, and emptying all trash in designated garbage bins. Renter will empty all garbage cans and place new liners in each one. Garbage bags will then be placed in the dumpster outside. The courtyard, parking lot and foyer must be cleaned of all trash. If additional cleaning other than the average wear is required by IRCO staff, the janitorial fee of $50 per hour will be deducted from the deposit.

FOOD:
Events supplying food must be approved by the IRCO facilities supervisor and must be cleaned by the Renter. Food cannot be prepared to be sold on the premises. No food is allowed in the gym for any athletic events. The cost of food clean up or damage to the facility due to food will be deducted from the deposit. ALL ALCOHOLIC BEVERAGES ARE PROHIBITED ON THE PREMISES.

RENTAL SUPERVISOR:
A Rental Supervisor and/or Staff Person will be on-site during the beginning and end of the event. The Rental Supervisor will go over a checklist with Renting Party before and after the event. It is not the responsibility of the IRCO staff person to clean or move equipment within the facility. The Rental Supervisor has the authority to monitor and limit noise level and food consumption on the premises.

CHILDREN:
Events with youth under age twenty-one (21) require one adult chaperone, twenty-one (21) years or older, for every ten (10) youth. Chaperones’ names and phone numbers are to be filed with IRCO no later than ten (10) days prior to the event date. Rental Supervisor and/or Staff Person reserve the right to request that additional security be provided. Children must be supervised at all times and remain within the rented space. Any damage to property, gym equipment or facilities will result in the forfeit of the security deposit and an additional fine.

SMOKING:
Smoking is permitted only in designated areas beyond 10 feet of any door or window. In outdoor areas, please use the provided ashtrays. Smoking is strictly prohibited in any IRCO facilities, and no one under 18 years of age may smoke anywhere on IRCO premises.
EVENT SECURITY:
Depending on the nature of the event, the IRCO may require that private security be contracted at the expense of the applicant to ensure that a safe and secure event experience is maintained. When security is present, they will remain until the Community Center is closed and secured.

PROHIBITED ACTIVITIES BY THE RENTERS:
Weapons or explosives of any kind will not be brought onto the premises or the property of IRCO by the renter or their guests whether invited or not, at any time, with the exception of Law Enforcement personnel. Violation of this agreement shall be considered a breach of contract resulting in forfeiture of any deposit(s) and immediate termination of the event without return of any rental fees to the renter.

Fighting among attendees either inside or outside of the facility will not be tolerated and will result in notifying law enforcement. Persons involved in the riotous behavior will be banned from the facility, and if they return law enforcement will be notified and charges of Criminal Trespass will be sought. Such behavior may cause IRCO to immediately shut down the event and no portion of the deposit(s) or rental fees will be returned to the renter.

CAPACITY:
The Community Center capacity of **250** people will not be exceeded at any time during the event. If the number of attendees exceeds the capacity designated, then the event coordinator shall lock the doors and not allow any further entry to the building until such time as the occupancy is below the room capacity.

MISCELLANEOUS:
- No confetti or birdseed allowed inside or outside facility unless used for cooking.
- No pets allowed within facilities except as determined by law.
- Service animals must be on a leash on the property.
- No candles are allowed in the facility.
- **NO BALLOONS OF ANY TYPE IN THE FACILITY.** Violation of this policy will result in the full loss of Deposit.
- No playing with athletic equipment outside of the gym.

**NO ALCOHOLIC BEVERAGES ALLOWED ON PREMISES**
Violation of this rule will result in a fine, the forfeit of the full deposit, and the revocation of all privileges to use IRCO facilities in the future.