

Facility Use Agreement



Clackamas Community College (The College) encourages the use of the College facilities by community groups (Renter) for events and activities that will enhance the educational/academic atmosphere of the College.

Renter: _____

Event Title: _____

Expected Number of Participants: _____ Event Reference Number: _____

Address: _____

Representative: _____ Billing Contact Email: _____

Requested Facilities: _____ Event Start Time: _____ Event Finish Time: _____

Requested Date(s): _____ Unlock Time: _____ Lock Time: _____

Specific Needs (media, overhead, microphones podium, TV/VCR, staff assistance, etc.): _____

Charges Due: \$ _____

Make checks payable to Clackamas Community College
Online invoices accept credit card payments

Terms of Use:

1. The Renter is required to provide general liability insurance for bodily injury and property damage in the sum of \$1,000,000 for all dates of scheduled use. The insurance must name The College, its officers, agents and employees as additional insured. Insurance may be purchased from a variety of sources.
 - a. The College has arranged to make liability and property coverage available for those using College facilities through Tenant Users Liability Policy (TULIP). This insurance is designed specifically for users of College facilities. It meets our Agreement requirements and is often more cost effective than other options. Coverage is provided for the majority of events, however large-scale events, or events with dangerous or risky activities, may be excluded.
 - b. Many homeowner's policies or other insurance agencies offer coverage for an event, or a special insurance rider can be purchased.
 - c. If renting facilities on behalf of a State of Oregon Entity, check this box.
State of Oregon is self-insured and a copy of required certificate is on file with The College.
2. Use of any facility or area beyond what is specified above (Requested Facilities) requires prior approval of The College.
3. If applicable, food and beverage service must be arranged through The College's food service provider.
4. Unless prior arrangements have been made with The College, facilities must be completely vacated prior to lock time, including catering items and the removal of any furniture or equipment brought to the facility for the event.
5. Any damage to facilities and equipment, beyond normal wear and tear, will be the responsibility of the Renter.
6. Any changes to a rental must be received at least 14 days prior to the event. Some changes may result in additional charges.

7. To be eligible for a full refund, cancellations must be received at least 14 days prior to the event. If the College has already incurred costs associated with the rental, it will retain a portion of the payment.
8. The College is not responsible for items left in rooms.

By signing below, I acknowledge that I have read and agree to comply with the:

- 1. Terms of Use set forth in this Agreement**
- 2. Attached Administrative Rule(s)**
- 3. Indemnification Requirement**

Indemnification Requirement

For Renters not covered under the Oregon Tort Claims Act:

In consideration for the use of certain facilities owned or operated by The College, Renter AGREES that it will indemnify and hold harmless The College against any and all claims of loss, damage or expenses of any kind and nature including, but not limited to, property damage, bodily injury, or death arising out of or relating to the use of or activities on property owned or controlled by The College.

It is further agreed that Renter shall, at the sole option of the College, defend and bear all costs and expenses, including attorney fees, in the defense of any claim or action arising out of the use of the facilities. Renter agrees that it will pay any attorney fees and costs incurred by College in evaluating, monitoring or defending such claims. Renter agrees that it will immediately pay all damages and judgements resulting from any such claim, regardless of whether Renter or the College defend the claim.

For the State of Oregon, and Political Subdivisions covered under the Oregon Tort Claims Act:

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the State and/or political subdivision shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, The College against any liability for personal injury or damage to life or property arising from the facility use under this Agreement. Facility users shall not be required to indemnify The College for any such liability arising out of the wrongful acts of the College or its officers, directors, agents, employees and/or volunteers.

Authorized Signature of Renter: _____ Date: _____

Authorized Signature of The College: _____ Date: _____

To obtain a quote or purchase insurance from Tenant Users Liability Insurance Policy (TULIP):

1. Visit the TULIP website at www.onebeaconentertainment.com .
2. Scroll down until you see *Planning an Event?*
3. Click on *Get a Free Quote*.
4. Enter the facility ID code for the campus where your rental facility is located.
 - Oregon City Campus, *OB81-153*
 - Harmony Community Campus, *OB81-298*
 - Wilsonville Campus, *OB81-299*
5. Complete the first three steps of the form to obtain a quote.
6. To continue to purchase, complete the application and pay with a credit card.
7. Questions? Call the TULIP help desk at 800-507-8414, Monday through Friday, from 5:30 a.m. to 5 p.m. Pacific Time.