



# TUALATIN HILLS PARK & RECREATION DISTRICT

## Facility Use Agreement

Tualatin Hills Nature Center  
15655 SW Millikan Way Beaverton, OR 97003

Cooper Mountain Nature House  
18892 SW Kemmer Road Beaverton, OR 97007

503-629-6350 • www.thprd.org

Contact Information	Rental Information
Event Type: _____	Individual/Organization: _____
Contact Name: _____	Event Description: _____
Address: _____	_____
City: _____ State: _____ Zip: _____	Date(s): _____
Primary Phone: _____	Day of week: _____ <small>List additional dates below</small>
Secondary Phone: _____	Start time: _____
Email: _____	End time: _____
THPRD Patron ID: _____	Location/space requested: _____
Non-profit Tax ID: _____	Estimated # of participants: Youth: _____ Adults: _____
<i>Please attach Certificate of Insurance if requested</i>	

Additional Rental Dates					
Date: _____	Day of week: _____	Location: _____	Start time: _____	End time: _____	
Date: _____	Day of week: _____	Location: _____	Start time: _____	End time: _____	
Date: _____	Day of week: _____	Location: _____	Start time: _____	End time: _____	
Date: _____	Day of week: _____	Location: _____	Start time: _____	End time: _____	

Additional Rental Information	
Is the event open to the public? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will alcohol be served? <i>If yes, Special Use Permit is required with this application.</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
Will there be admission fees? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will vendors/concessionaires be selling merchandise/concessions? <i>If yes, Concessionaire Application is required with this application.</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
If not, will there be participant charges/dues? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will food be served at the event? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Caterer (if applicable): _____
Special requests/equipment: <small>(e.g., tables, chairs, audio/visual, room setup)</small>	
_____	
_____	
List any special equipment you would like to bring: <small>(Special equipment requires prior approval by a rental coordinator and may also require an additional waiver.)</small>	
_____	
_____	
_____	

Please attach any additional setup request

### Facility Rental Hourly Rates

Level	Category Description (subject to verification by THPRD)	Robin's Nest	Beaver Den	Cooper Mountain Nature House*
1	<b>Approved Affiliates</b> Must be non-profit and community based, focusing on serving in-district needs and constituents. Subject to district policy approval.	\$11/hour	\$17/hour	\$42/hour
2	<b>Partners/Associates</b> Must be non-profit and community-based, focusing on serving in-district needs and constituents.	\$21/hour	\$34/hour	\$52/hour
3	<b>Other Non-profit Renters</b> Must be for non-profit use or proceeds donated to a charitable organization. Non-profit ID # required.	\$32/hour	\$52/hour	\$63/hour
4	<b>Private Renters</b> Exclusive use of space.	\$64/hour	\$104/hour	\$95/hour
After-hours Staffing		\$31/hour	Staffing ratios may be applied. Cost is per staff, per hour. * Cooper Mountain rental includes required staffing fee.	
Nonrefundable Deposit		First hour's rental fee Deposits are applied against the final bill and are nonrefundable.		

### Fees and Charges

<b>Office Use Only</b>	Assigned area(s): _____ Rental rate: _____ x Total hours: _____ + Staffing fees: _____ Total due: _____ Deposit amount: _____ Date deposit received: _____ Balance due (Total due - Deposit amount): _____ Date balanced received: _____	<input type="checkbox"/> Applicant will be invoiced for additional rental time at the assigned rate. <input type="checkbox"/> Invoice sent Date: _____ Initials: _____	<b>Office Use Only</b>
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### Agreement

1. This signed facility use agreement is due, with deposit, upon confirmation of your reservation. For rentals two hours or less that do not impact THPRD programs, the balance is due no later than five (5) business days before your scheduled event. For all other rentals, the balance is due no later than ten (10) business days before your scheduled event.
2. Agreement includes assigned areas and restrooms only; use of additional areas prohibited without staff consent.
  - a. Additional charges will be assessed if rental exceeds times designated in this agreement.
  - b. No refunds will be provided to groups who vacate early or arrive late.
3. To cancel this agreement, you must submit a request in writing.
  - a. For rentals two hours or less that do not impact THPRD programs, the request must be received at least five (5) business days before scheduled event for a refund (minus deposit). Please allow two weeks for processing. *Cancellations within five (5) business days of event will not be refunded.*
  - b. For all other rentals, the request must be received at least ten (10) business days before scheduled event for a refund (minus deposit). Please allow two weeks for processing. *Cancellations within ten (10) days of event will not be refunded.*
  - c. THPRD may reschedule or cancel this agreement in the event of extraordinary, unforeseen circumstances.
4. If requested by THPRD staff, applicant agrees to provide comprehensive general liability insurance a minimum of one (1) week prior to services, naming THPRD as an additional insured in the following amount: \$1 million single occurrence / \$2 million general aggregate. Services shall not be granted until the required certificate has been received and approved by the Park District.
5. **INDEMNIFICATION:** To the fullest extent permitted by law, the individual or entity identified in the facility use application and renting THPRD's facilities (the "Indemnitor") hereby agrees to indemnify, defend, and hold harmless THPRD and its officers, elected officials, volunteers, agents, servants, employees, and the THPRD Board of Directors (collectively, the "Indemnitees") from, for, and against any and all claims, suits, actions, losses, liabilities, awards, and costs of every kind and description, including but not limited to experts' and attorneys' fees, arising out of or related to this Agreement or any activities conducted by the Indemnitors (or any entities or persons for whom the Indemnitors are responsible) at THPRD facilities under this Agreement. No indemnification provided by the Indemnitors under this paragraph, however, will be required to indemnify the Indemnitees to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the Indemnitees' own negligence, but will require indemnity to the extent of the negligence of the Indemnitors or those entities or persons for whom the Indemnitors are responsible.
6. I have read and agree to abide by the park regulations established for use of a THPRD Facility or Park. I agree to be solely and completely responsible for the condition of the reserved area and to leave it in neat and clean condition, without damage. I agree to promptly reimburse THPRD for any and all damages. Any permitted special uses, including sound amplification, may be revoked for cause with no reimbursement of fees.
7. **THPRD IMMUNITY:** *The fee charged for the rental exclusively relates to the use of the assigned area(s) and restrooms itself. The fee does not relate to any other uses or any other areas of THPRD property. In fact, other uses of THPRD property and facilities as well as activities occurring outside the assigned area(s) and restrooms are not subject to a user fee. In accordance with Oregon's recreational immunity law (ORS 105.682), THPRD is not liable for injuries, death, or property damage arising out of such uses of its property for which no specific fee has been charged.*
8. It is your responsibility to inform all members of your group of the THPRD Rules and Regulations. Failure to abide by the THPRD Rules and Regulations could result in immediate loss of privileges or forfeiture of privileges for future use.
9. THPRD reserves the right to enter and monitor the event at any time.

*With my signature below, I acknowledge that I am authorized, on behalf of myself and the individual or entity identified in the facility use application, to agree to THPRD's terms and conditions set forth in this agreement, and rules and procedures.*

Applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor signature: \_\_\_\_\_ Date: \_\_\_\_\_