

**City of Paisley
Community Center
PO Box 100
Paisley, Oregon 97636**

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Email: info@cityofpaisley.net

The City of Paisley would like to welcome you to the Paisley Community Center. Please fill out and return the attached packet either by email, mail or you can use the drop box located on the side of City Hall. Let us know if there is anything that we can do to make your use of the facilities more enjoyable. You may obtain a key to the facility at the Paisley Mercantile. It is your responsibility to return it to the store as soon as you are finished as there may be someone else who needs it soon after you. There is a \$25.00 usage fee for the Main Hall and \$10.00 usage fee for the small room. This amount plus any additional donation that you feel is appropriate is how the City of Paisley is able to keep up on maintenance of the building. Thank-you for your payment and /or donation and if you need a receipt please make a note on the Post Event Checklist and one will be mailed to you!

Thank you,

The City of Paisley

City of Paisley
Facility Use Agreement,
Social Distancing and Liability Waiver Rider

Welcome to the City of Paisley Community Center (hereinafter “City”). It is our pleasure to offer you the use of our facility for your event. We are committed to providing a safe, healthy environment for your use and enjoyment. Due to the current COVID-19 pandemic, the use of City property will require additional safeguards to help protect visitors, staff and others. Outlined in this agreement are the terms of your facility usage.

A. SAFETY POLICIES

A1. Hazardous Materials Prohibited. You agree not to allow any material, substance, equipment or object to be brought onto the property, which may be a hazard to the life of, or cause bodily injury to any person on the premises. Illegal substances, firearms or other weapons are strictly prohibited. Police will be notified if anyone is found possessing illegal substances or weapons on City grounds.

A2. Smoking. The City of Paisley is a non-smoking facility. Smoking is prohibited inside the building, and within ten (10) feet from any entrance.

A3. Emergency Procedure. You are responsible for ensuring that participants are informed of and follow the emergency procedure of the facility. If a fire alarm is triggered, you and guests shall use the following procedure in evacuation of the facility:

1. Exit using the nearest door.
2. Be sure all visitors exit along with you.
3. You will act as Safety Monitor, checking the rented facility, kitchen and restrooms as you exit.
4. All visitors will meet in the parking lot.
5. You are responsible for inventory of visitors. It is suggested that you have a sign in sheet or guest book.
6. In the event of an emergency, you should provide an inventory of participants to the City designee.

A4. Facility Security. You are responsible for ensuring that the facility is secure and that entry to the facility is not permitted to anyone other than your approved attendees. Propping of doors for entry or reentry is strictly forbidden. It is recommended that you use a monitor to allow entry to your attendees.

B. General Provisions.

B1. Non-Exclusive Use. The City and other parties shall have the right to occupy or permit the use of any portion of the facility not granted to you under this agreement to any person, firm or entity regardless of the nature of the use of such other space.

B2. Damages. You agree to pay the City of Paisley the reasonable value of the cost of repairing or replacing damage to the facility, the facility’s furnishings, or the grounds of the City caused by you or your employees, agents, sub-contractor, exhibitors or guests. By signing this agreement, you assume full responsibility for all persons connected with your use of the authorized area(s).

B3. Indemnification and Hold Harmless. Client shall be responsible for and shall pay and discharge any and all claims of any nature whatsoever under this Agreement. Client shall indemnify, defend, and save harmless the City and its officers, agents, contractors and employees for and against any and all loss damage, injuries, action, causes of action, or liability of any kind whatsoever resulting from or arising out of the

condition of the Facility, and all operations, activities, or undertakings of you or any of your guests, employees, agents, volunteers or independent contractors. Notwithstanding the above, if City directly authorizes an activity by any party other than you during the period of this Agreement, this paragraph shall not apply to claims arising out of that activity.

C. Social Distancing.

C1. Social Distancing Monitor. As a condition of making City property available, any person or entity renting space must designate a Social Distancing Monitor. This is an individual who will be responsible for ensuring all visitors at an event follow applicable public health guidelines to minimize the risk of exposure or infection.

- The facilities renter may assign a different Social Distancing Monitor on a daily basis for events lasting multiple days. Each Monitor assigned for each day must sign this waiver.
- The Monitor must be physically present at all times, including set-up and take-down/post-event cleaning, that the space is being used.
- Serve throughout the entire day during the event. There can be more than one Monitor for additional days, but shifts within the same day service are not permitted.
- Be available for contact by mobile phone at all times, including set-up and take-down/post-event cleaning.
- Be familiar with Oregon Health and Safety Guidelines regarding appropriate social distancing between individuals, current as of the day of the event, and be willing to require compliance from event visitors and organizers in accordance with applicable law.
- Maintain social distancing standards for attendees at the event.
- Keep indoor group sizes to no more than _____ individuals, and keep outdoor group sizes to no more than _____ individuals.
- At all times during the event, carry on his or her person the following items:
 - A facemask capable of covering the nose and mouth.
 - One pair of plastic cleaning gloves.
 - A mobile phone to be contacted by City or public health personnel.
- At all times during the event, have ready access to the following additional items:
 - At least 16 fluid ounces of sanitizing solution (60-90% alcohol content).
 - One spare facemask capable of covering the nose and mouth.
 - One additional pair of plastic cleaning gloves.

THE FAILURE OF THE SOCIAL DISTANCING MONITOR TO MEET THESE REQUIREMENTS THROUGHOUT THE ENTIRETY OF THE EVENT MAY LEAD TO THE EVENT BEING IMMEDIATELY CANCELLED, THE DEPOSIT BEING FORFEITED, AND/OR OTHER REMEDIAL ACTION AS BEING PERMITTED BY LAW.

Social Distancing Monitor

I, _____, have reviewed the requirements described herein,
(print name)

and agree to serve as Social Distancing Monitor for the event being held at the Paisley Community Center on _____, _____, 2020.
(month) (day)

Signature Date Mobile Number

Liability Waiver

During the declared COVID-19 pandemic, any in person interaction presents the risk of transmission of the novel coronavirus. For this reason, public health safeguards, restriction on group sizes and other safety measures have been imposed on facilities and spaces open to the public. These measures are subject to changed based upon the then-current information regarding local rates of infection and other healthcare considerations.

In consideration for being permitted to rent facilities at the Paisley Community Center, I hereby agree that I assume all responsibility for the death, personal injury, or property damage that may be sustained as a result of or in connection with such use.

I hereby agree to release and discharge the City of Paisley, Lake County, and their departments, officers, volunteers, employees, agents and elected officials (hereinafter “the releasees”), and stipulate and agree to save and hold harmless, indemnify and forever defend the releasees from and against any claims, actions and demands made or brought by me or by anyone on behalf of me as a result of my rental of facilities at the City of Paisley.

ASSUMPTION OF RISKS – Use of City facilities for interactions with groups, even small groups, during the present pandemic carries with it certain risks that cannot be eliminated regardless of the care taken to avoid harm. The specific risks vary and may include but are not limited to minor illnesses, to major infections requiring prolonged hospitalizations, to catastrophic illnesses causing injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these risks and other risks that are inherent in the rental of the City of Paisley facilities, and I hereby assert that I knowingly assume all such risks. The undersigned assumes full responsibility for and risk of illness, injury, death or property damage due to conditions related or connected to the City, including but not limited to alleged negligence on the part of the releasees in observing public safety measures.

ACKNOWLEDGEMENT OF UNDERSTANDING – I understand the terms of this Agreement, and understand that I am giving up substantial rights including the right to sue. I intend by my signature this to be a complete and unconditional release of all liability to the greatest extent allowed by the law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I INTEND THAT THIS WAIVER SHALL BIND ME, MY HEIRS, ASSIGNS, AND ANYONE CLAIMING ANY INTEREST THROUGH ME.

Facilities Renter

I, _____, on behalf of _____,
(print name) (business name if applicable)
have reviewed this agreement and agree to be bound by its terms.

Signature

Date

Community Center Post Event Checklist

The person applying, listed on the Community Center Use Application and Agreement, is responsible for ensuring the room(s) are cleaned upon conclusion of the event. Failure to do so will result in the City passing on, to the person applying, any charges incurred to clean the Community Center.

The following is provided to assist you in returning the facility to its pre-use condition.

Room(s) and Common Areas

- Remove all decorations and associated materials
- Claim all belongings
- Sanitize all tables with towels provided
- Sweep all floors with brooms provided
- Restore tables and chairs to storage area

Restrooms

- Ensure general cleanliness
- Make a note at bottom of this form if paper products/soap need restocking
- Sweep floor

Kitchen

- Remove all food and belongings
- Clean all equipment used
- Wipe down and sanitize all surfaces with cleaner and towels provided
- Sweep floor
- Ensure general cleanliness
- Garbage to be taken to the dumpster at the Trailer Court (616 Mill St.). Please be sure to let the Garage know you are taking it there.

Please list any comments or notes below.