

Use of ESD Facilities by Community Groups

1. The use of facilities by the High Desert ESD (ESD) Board and staff, or committees thereof, shall take precedence over use by outside groups.
2. The meeting rooms at the High Desert Regional Education Center and the Manzanita Building are generally available on weekdays between the hours of 4:00 and 11:00 p.m., and on weekends and holidays between the hours of 8:00 a.m. and 11:00 p.m. All requests from component districts and community groups will be coordinated through the designated building representative.
3. Upon approval of a facilities request, the building representative shall issue a key to the building to the person responsible. It is the responsibility of the requesting entity (whether ESD staff, component district or community group) to provide a designated person to oversee the event including opening the building, monitoring the meeting, completing the necessary clean-up and assuring that the building is secured after the meeting.
4. The Alyce Hatch Center will generally be available on weekdays between the hours of 4:00 and 11:00 p.m., and on weekends and holidays between the hours of 8:00 a.m. and 11:00 p.m. The Alyce Hatch Center is available for ESD Board and staff, or committees thereof and is not available to outside groups. No facility will be available for overnight use.
5. All requests from or committees thereof for use of Alyce Hatch Center shall be made to the secretary of the Preschool for Developmentally Disabled Children, 1406 NW Juniper, Bend, OR, 97701 (541-389-5437). Requests may be denied due to scheduling conflicts, previous violations of agreements or other reasons deemed sufficient.
6. It will be the responsibility of the requesting entity to provide, if needed, all refreshments i.e. coffee and/or food and also to complete any subsequent clean-up.
7. Technical assistance, if needed, will be requested from the building representative at the time of scheduling. If the meeting is scheduled before or after normal working hours a charge for the technical assistance will be levied.
8. The ESD may enter into long-term agreements with community groups. However, the district may preempt scheduled usage for district purposes, and with reasonable notice, may cancel long-term agreements.
9. Community groups using an ESD facility shall leave the facility clean and in good condition. No alcoholic beverages or other drugs will be allowed in the building or on its property. A user group shall be responsible for any damage to the facility or its furnishings that results from its use of the building. Key must be returned the day following use of the building.

HIGH DESERT EDUCATION SERVICE DISTRICT ("District")
 2804 SW Sixth Street, Redmond, OR 97756 – 541.693.5600
APPLICATION AND USER AGREEMENT FOR SKYLINER LODGE

GROUP OR INDIVIDUAL NAME _____ DATE SUBMITTED _____
 BILL TO _____ PHONE _____
 ADDRESS _____
 EMAIL ADDRESS _____ ACTIVITY _____
 DATE(S) AND HOURS NEEDED (Example: 8/16/2023 8am – 4 pm) _____

Note: No outdoor celebrations allowed November 15 through March 15.

SKYLINER LODGE RENTAL RATES	MID WEEK Monday-Thursday	WEEKEND Friday-Sunday or Holiday
CLASS I Non-profit organizations, school districts, or government agencies utilizing the lodge for youth programs	Free of Charge	Free of Charge
CLASS II For-profit businesses utilizing the lodge for youth programs	\$100 per day	\$100 per day
CLASS III Family/Individual Use Commercial/Private Business	\$700 per day	\$800 per day

***Half Day rental for set up or clean up may be possible if approved by High Desert ESD.**
***A \$250 CLEANING FEE WILL BE CHARGED if the facility is not left in the same condition it was upon arrival.**

THIS SECTION TO BE COMPLETED BY ESD PERSONNEL

THIS APPLICATION IS APPROVED FOR SKYLINER LODGE USE AS DESCRIBED ABOVE:

 Superintendent or Designee (Print Name) Signature Date

USE TYPE: CLASS I CLASS II CLASS III Total Day(s) Reserved: _____

Total Fee for Skyliner Lodge Use: \$ _____

Deposit: Link sent on _____ \$ _____ received on _____
 Cash Check Card

Total Due 30 Days Prior to Event: \$ _____ received on: _____
 Cash Check Card

Please read each of the following Rules and Regulations and initial where indicated. Your initial will serve as your understanding and acceptance of the rules and regulations.

Initial

Skyliner Lodge Rules and Regulations

_____ 1) Applicants must be at least 21 years of age and assume complete financial responsibility for: payment of fees, set-up and clean-up, any damages to equipment and/or property during rental use. Renter must provide adequate supervision of scheduled event.

_____ 2) **Parking** is allowed in designated areas only. Skyliner Lodge has limited parking.

_____ 3) **Reservations are confirmed only when the Building Use form has been signed, the Rules and Regulation agreement completed and a \$100 deposit received.** Payment is due in full 30 days prior to the scheduled event. Caterers, musicians, setup/cleanup crews and other event help used for the event must adhere to the use times listed on this contract.

_____ 4) **Certificate of Insurance:** The User will be required to provide the district with a Certificate of Insurance with a minimum limit of \$1,000,000 per occurrence and naming High Desert ESD as Additional Insured.

_____ 5) **Serving Alcohol:** User is responsible for following all state and local requirements for serving alcohol. User assumes all risks associated with serving alcohol at the Skyliner Lodge.

_____ 6) **Caterer/Rental Company Information:** Provide contact names and numbers of caterer/rental companies used for the event.

Caterer Company: _____ Phone Number: _____

Rental Company: _____ Phone Number: _____

_____ 7) **Keys:** The renter is responsible for the key that is issued. Failure to return the key will result in charging the credit card on file \$100. Arrangements to get the key should be made with HDESD.

_____ 8) **Rental Items:** All rental items must be removed by 7:00 am the day following the event unless other arrangements have been made.

_____ 9) **Cancellation:** The HDESD reserves the right to cancel at any time any and all permits issued for use of its facilities when such action is necessary for the best interests of the district.

_____ 10) **Garbage Removal:** Renter is responsible for removing their own trash. If trash is left behind, the charge for disposing of trash will be charged to the credit card on file.

_____ 11) **Removal or Modification of Trees or Vegetation:** is strictly prohibited without written prior consent.

_____ 12) **Animals:** are prohibited except for the use of a service animal.

_____ 13) **Candle Policy:** Flame producing candles are not allowed at Skyliner Lodge. Battery operated candles are allowed.

_____ 14) **Decorating:** No nails or staples should be used.

_____ 15) **Amplified Sound/Stereo:** No amplified sound is allowed outside of the building at Skyliner Lodge. All music needs to be completely turned off by 10:00pm.

_____ 16) **Overnight Parking:** Overnight parking/camping at the event is prohibited without written prior consent.

_____ 17) **Facility Capacity:** Dining Room 15x30 = 450 sq ft
Front room 16x11 = 176 sq ft
Backroom 16x11 = 176 sq ft

_____ 18) **Reservable Space:** Renters may not deny access to public common areas. Rental of this facility entitles the renter to use the building and surrounding areas only.

_____ 19) **Fireworks:** Are not allowed on park property.

_____ 20) **Personal Briquette BBQs:** Are prohibited. Propane BBQs and heaters are allowed.

_____ 21) **Portable Fire Pit:** Is prohibited.

_____ 22) **Rental allows access to the main facility only.** The basement and upstairs are off limits and should not be used for any reason. User may use the stove, guest refrigerator and the microwave in the kitchen. All other portions of the kitchen are off limits.

_____ 23) **A \$250 CLEANING FEE WILL BE CHARGED if the facility is not left in the same condition it was in upon arrival.**

Indemnification: In consideration for use of the District's Skyliner Lodge, **User agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause**, including claims for any negligent actions of the District or its employees or agents, to the fullest extent allowed by law, for User, its members, employees, agents, contractors, suppliers, or guests. User also agree to release, exonerate, discharge and **Hold Harmless** the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or to its property, or losses of any kind which may result from or in connection with the use of the District's facility, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.**

Insurance: The User agrees to carry, maintain, and provide proof of general liability insurance coverage with limits of not less than \$1 million per occurrence and to name the District as a named insured under the general liability insurance policy. User agrees to have adequate general liability coverage to cover any tort claim that could arise from use of District property including coverage for injuries to the head, brain, neck and spine; physical and sexual abuse; and alcohol-related claims if alcohol will be served.

Property Damage: User agrees to reimburse the District for damage to the District's property that is caused by User or User's members, employees, agents, contractors, suppliers, or guests.

Alteration, Addition, or Improvement: User shall not make alterations, additions, or improvements to District property or equipment. If User makes an alteration, addition, or improvement in breach of this agreement, then the District in its sole discretion may require User to remove the alteration, addition, or improvement and restore the property to its original condition at User's expense; these expressly stated remedies are in addition to all other available remedies.

Repairs, Maintenance, and Cleanup: At User's sole expense, User shall maintain in good repair the areas of the District's property utilized under this Agreement. As determined by the District's sole discretion, User agrees to repair, replace, or compensate the District for any cleanup required or for any damage sustained to District property arising from User's use of District property. Upon User's completion of use of the District's property, the User shall leave the property in the same or better condition as received.

Right of Entrance: The District retains the right for the onsite caretakers and authorized District personnel to enter District property at all times during the term of this Agreement, including the property being used by User under this Agreement.

Accessibility: The District warrants that the District's facilities comply with all applicable regulations and guidelines of the Americans with Disabilities Act. The District has made every effort to make its premises accessible by removal of barriers wherever reasonable and has provided alternative services wherever barriers cannot be reasonably removed. User shall be responsible for compliance with the ADA in connection with activities that are controlled by the User, and the District shall not be liable for any loss resulting from User's failure to comply.

Anti-Discrimination Policy: User warrants that it does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, or any other protected status. The District reserves the right to deny use of District facilities to groups that do not comply with the District's anti-discrimination policy.

Bloodborne Pathogens: User agrees to adhere to the federal and state OSHA standards pertaining to bloodborne pathogens and any necessary clean-up of blood or other body fluids.

District's Name/Logo: All uses of the District's name or logo must be approved in writing by the District's Superintendent prior to use. User shall not state or imply that the District sponsors or endorses User or is responsible for User.

District's Policies: User agrees that the school property will be used in accordance with the District's rules, School Board policies, and the Skyliner Lodge Rules and Regulations.

Modification: No modification, amendment, or alteration to the terms or conditions contained herein shall be effective unless contained in a written document and signed by the District's Superintendent.

Severability Clause: This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

Waiver: Failure by the District to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the District of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

Termination: The District may terminate this Facility Use Agreement immediately and without notice if it is found that User has failed to follow any High Desert ESD policies or regulations, or if the User fails to follow any local, state or federal orders, guidance, ordinances, executive orders, directives, rules or laws.

User certifies to have read this document and fully understand its contents:

Responsible Person (Print Name)	Signature	Date
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**Contact: High Desert Education Service District
Stacy Kelley, Facilities Assistant
541-693-5600 ext. 2000
stacy.kelley@hdesd.org**

**Correspondence & Payments: High Desert ESD
Attention: Skyliner Lodge
2804 SW 6th St
Redmond, OR 97756**