

LOGSDEN COMMUNITY CLUB POLICIES AND PROCEDURES

General Statement of Policy

It is the policy of the Logsdan Community Club to make its facilities available for community activities, under capable and responsible adult supervision only. The facility is also available for use by private businesses and private parties, and for commercial kitchen use.

* The Logsdan Community Club does not discriminate based upon an individual's gender, race, color, religion, national origin, age, disability, sexual orientation, gender identity, veteran status, marital status or any other characteristic protected by local, state, or federal law.

Application Procedures

- 1) Application Forms are available from the Logsdan Community Club website <http://www.logsdancommunityclub.org> or by e-mailing us at logsdan1@gmail.com.
- 2) The rental fee + **\$250 security deposit (\$50 non-refundable)** must accompany the application form to confirm and reserve a date. All checks will be made payable to: Logsdan Community Club. Refunds for cancellation will be granted if written notification is given **14 days prior** to the event. Cancellations giving **less than 14 days** notice will forfeit their deposit fee.
- 3) Applicants must be 18 years or older.

Group Size and Availability

- 1) Maximum building occupancy is **49 people**.
- 2) Only **one** private group at a time is allowed. A 1-hour time period will be scheduled between groups using the facility on the same day
- 3) The Club is typically available 7 days a week, from 8:00 a.m. through 10:00 p.m., except for the evening of the second Saturday of each month, when there is a community potluck starting at 6:30 p.m. Please check the rental calendar on our website for availability of preferred date(s) and times.

Care of Facility

- 1) Set-up & Take-down: All groups are responsible for the set-up and take-down of their function and for ensuring that the Club is cleaned after use.
- 2) Clean up will include the following:
 - a) Tables and chairs are to be cleaned and returned to their original storage area after use. Table and chairs are to be securely stacked in caddies. Please do not drag the tables and chairs, as they can scratch the floor.
 - b) Clean kitchen area. Please make sure that any dishes or appliances that have been used have been cleaned and returned to their original location. Remove food debris from sink.
 - c) Inspect restrooms for cleanliness. Clean sink and toilets, if dirty. Remove any garbage and debris.
 - d) Sweep floors and clean up spills as needed.

Initial_____

- e) Close all windows and double-check that the stove has been turned off before leaving. Leave the thermostat at 68°F. Turn off all lights.
 - f) Inspect outside areas and remove any garbage and debris.
 - g) Remove all garbage and debris from the premises.
- 3) **Lock all doors and return keys to lock box provided.**

It is advised that a small group of volunteers use the last hour of rental time for clean up. If the facility has been adequately cleaned, the remaining balance of your deposit (**\$50 non-refundable**) will be returned within 2 weeks. If the facility has not been adequately cleaned, any additional work (returning furniture, emptying garbage cans, cleaning the grounds of trash, cleaning chairs, walls or tables, etc.) will be charged at \$25 per hour.

Damage and Theft

- 1) If the facility, grounds, or any equipment is damaged as a result of use, payment for full repair or replacement will be made by the rental party over and above the deposit.
- 2) If Club property or equipment is removed, replacement at full cost will be made by the rental party over and above the deposit.
- 3) Any additional expense incurred by the Club in an effort to collect such replacement costs will also be paid by the rental party.

Refunds

Security deposit refunds will be processed following inspection for cleanliness, damage to equipment, facilities, grounds, and/or property.

All refunds are issued by the Treasurer of the Logsdan Community Club and will be mailed to the applicant. Checks are mailed on a weekly basis, depending on the use or cancellation date. Please allow up to 2 weeks for a refund check to arrive.

Rules and Restrictions

- 1) The Logsdan Community Club facilities are governed by Lincoln County ordinances and Oregon state and federal laws. All users hereby agree to comply with such laws and ordinances.
- 2) Users are responsible for all occupants.
- 3) Users assume all liability during the time of use.
- 4) Doors must remain unlocked and clear at all times during the rental period.
- 5) Users shall keep the Club clean and in a sanitary condition.
- 6) If alcohol will be consumed during the event, you must provide us with a Certificate of Insurance showing you have \$1,000,000.00 in General Liability coverage. If you are using a LICENSED and INSURED company (caterer, winery, brewery, etc.) to serve the alcohol, you must submit a copy of the server's OLCC license. The serving company must name the Logsdan Community Club as additional insured for the day(s) of the event on their liability insurance of no less than \$1,000,000.00. You must submit a copy of that certificate. If alcohol will be sold or alcohol is available (but not being sold), and you are charging or accepting donations for admission, or where payment is required to attend the event, **you will need a liquor license for your event. Please check the OLCC website via the following link for Special Event licensing information:**

Initial_____

<https://www.oregon.gov/olcc/lic/pages/special-event-licensing.aspx>.

See our Rental agreement for additional details.

- 7) Marijuana use anywhere on Club property is in violation of the Club's insurance policy and is therefore **strictly prohibited** at all times.
- 8) Smoking inside the facility is **strictly prohibited**.
- 9) Open flames are **NOT** permitted inside the Club at any time.
- 10) Lighting fireworks or other combustibles on the premises is **strictly prohibited**.
- 11) Using the range to cook foods or food products that result in the production of grease laden vapors is **STRICTLY PROHIBITED AT ALL TIMES**. This includes cooking meat products (e.g., burgers, bacon, poultry), cooking with butter, cooking oil, lard, shortening, or a non-stick spray coating that contains oil.
- 12) Use of the wood stove is **NOT** permitted at any time.
- 13) Please comply with current fire restrictions, which are posted at the Siletz Valley Fire Department across the road.
- 14) Users and their guests are required to be considerate of community residents regarding noise levels and vehicle parking.
- 15) **NO PARKING** is allowed on the front lawn of the Club, as this will damage our septic system.
- 16) Parking is **NOT** permitted across the road at the Siletz Valley Fire Department or at the Logsden Country Store at any time.
- 17) Please **DO NOT** remove or adjust any of the ceiling hangings.
- 18) The use of confetti, rice, birdseed, etc. anywhere on the property is prohibited.
- 19) Please do **NOT** use nails, staples, glue, tape, or any other means of decorating that may damage the Club's walls. Painter's tape that does not leave adhesive residue may be used if it is removed.
- 20) Users are responsible for the security of the facility. Keys must be promptly returned within 24 hours to the lock box provided. Key replacement is \$25.00.

Oversight

A designated representative of the Logsden Community Club will have the authority to enter the premises at any time during the event to monitor and/or spot check for full compliance to policies and procedures.

LOGSDEN COMMUNITY CLUB FACILITY USE APPLICATION FORM

Print name of individual and/or organization requesting use

Address City State Zip Code

Daytime Phone Evening Phone E-mail address

Date(s) Requested: _____ Day(s) of the Week: _____

Time of rental: From _____ a.m./p.m. to _____ a.m./p.m. Total time reserved: _____

Description of Activity

Number of expected attendees: _____ Will money be solicited and/or products sold? _____

*** The applicant is responsible for informing group members of their responsibilities for facility use/care under the Logsdan Community Club Policies and Procedures.**

1) It is understood and agreed that the Logsdan Community Club, Board, Members, and volunteers shall be held harmless against all claims, damages, loss or expenses including attorney's fees arising out of or resulting from the use of the Logsdan Community Club facilities and grounds.

2) User group shall be fully responsible for the physical condition in which they leave the facility. The expenses resulting from any damage, theft, or undue maintenance shall be charged to the applicant beyond the cleaning deposit. Failure to meet this obligation within thirty (30) days of billing may cause legal action, including all costs incurred by the Logsdan Community Club.

3) I have read, understand and agree to comply with all regulations, policies, and fees set forth by the Logsdan Community Club. I further agree that I will personally be responsible for any damage to, or theft from the facilities, grounds and equipment of the Logsdan Community Club.

Signature of individual requesting use

Date

Signature of authorized Club representative

Date

Initial _____

ALCOHOL USE AGREEMENT

Please select one of the following options that best describes your event:

_____ No alcohol will be served or consumed.

I, _____ (name of renter), declare that there will be no alcohol consumed during the event on _____ (date). I will not serve alcohol and I will make sure that none of my guests and participants at the event will serve and/or consume alcohol on the premises of the Logsden Community Club.

Signature of renter _____
Date

_____ Alcohol will be served.

- If alcohol will be consumed during the event, you must provide us with a Certificate of Insurance showing you have \$1,000,000.00 in General Liability coverage.
- If you are using a LICENSED and INSURED company (caterer, winery, brewery, etc.) to serve the alcohol, you must submit a copy of the server's OLCC license. The serving company must name the Logsden Community Club as additional insured for the day(s) of the event on their liability insurance of no less than \$1,000,000.00. You must submit a copy of that certificate.
- Sufficient food and non-alcoholic beverages must also be served.
- The Logsden Community Club reserves the right to end alcohol service and/or the event at any time if alcohol consumption exceeds responsible usage.

I, _____ (name of renter), declare that alcohol consumption during the event on _____ (date) will be in compliance with all pertinent OLCC Special Event Licensing requirements.

Signature of renter _____
Date

Initial _____

_____ Alcohol will be sold or alcohol is available (but not being sold), and you are charging or accepting donations for admission, or where payment is required to attend the event.*

* **Note: You will need a liquor license for your event.** Please consult the OLCC Special Event Licensing website to find out what is required for your event.

<https://www.oregon.gov/olcc/lic/pages/special-event-licensing.aspx>

- If alcohol will be consumed during the event, you must provide us with a Certificate of Insurance showing you have \$1,000,000.00 in General Liability coverage.
- If you are using a LICENSED and INSURED company (caterer, winery, brewery, etc.) to serve the alcohol, you must submit a copy of the server's OLCC license. The serving company must name the Logsden Community Club as additional insured for the day(s) of the event on their liability insurance of no less than \$1,000,000.00. You must submit a copy of that certificate.
- Sufficient food and non-alcoholic beverages must also be served.
- The Logsden Community Club reserves the right to end alcohol service and/or the event at any time if alcohol consumption exceeds responsible usage

I, _____ (name of renter), declare that alcohol consumption during the event on _____ (date) will be in compliance with all pertinent OLCC Special Event Licensing requirements.

Signature of renter

Date

Suggestions for securing general liability insurance:

- Speak to your insurance agent, as they may be able to provide you with 24-hour coverage under a homeowners or other policy.
- If your reservation is for a company-sponsored event, the company's insurance agency may be able to provide the necessary Certificate of Insurance.
- If you are using a catering company and they will be providing and serving the alcohol, they should provide the necessary Certificate of Insurance on your behalf.
- Visit one of the following websites:

www.rvnuccio.com
www.eventinsurance-kk.com
www.theeventhelper.com

www.privateeventinsurance.com
www.eventsured.com
www.markelinsuresfun.com

Initial _____

RENTAL FEE AND SECURITY DEPOSIT

Fee Schedule for User Groups

Rental hours: 8 a.m. – 10 p.m. (14 hours)
 Half day rental: ≤ 7 hours; Full day: 7+ hours

<u>User Group</u>	<u>Monday – Thursday</u> ½ day / full day	<u>Friday – Sunday</u> ½ day / full day
Members ¹	\$100 / \$175	\$150 / \$200
Non-profits ² /agencies/etc.	\$125 / \$200	\$175 / \$225
Non-members	\$225 / \$300	\$500 / \$700
Commercial kitchen only ³	\$10/hr or \$50/day	\$15/hr or \$75/day
Specialty Pricing	Custom pricing may be available to individuals, businesses, or organizations that wish to use the Club on an on-going weekly or monthly basis. Please e-mail us to discuss details.	
Security Deposit	\$250.00 (\$50 non-refundable)	

¹ **To qualify for Club Member pricing, membership dues must have been paid prior to submission of the Rental Application. One must also be an active/participating member of the Club, attending meetings and volunteering for various duties.**

² **Non-profits experiencing financial hardship may apply for a rental fee waiver. Fee waivers are granted on a case-by-case basis at the discretion of the Logsden Community Club Board. Please contact us if you are requesting a waiver.**

³ **Must have a current Food Handler's permit from the State of Oregon.**

The rental fee + \$250 security deposit must accompany the application form to confirm and reserve a date. Refunds for cancellation will be granted if written notification is given **14 days prior to the event**. Cancellations giving **less than 14 days** notice will forfeit their deposit fee.

All rentals scheduled **within two weeks** of the event date must pay the rental fee in full plus the \$250 security deposit with cash or cashier's check. All charges can be paid with a single check, which will be cashed before the event.

The balance of your deposit (**\$50 non-refundable**) will be returned with a check from the Logsden Community Club. Please allow up to 2 weeks for your refund check to arrive.

Initial_____

Initial, Sign, and Submit all forms and payment to:

Logsdan Community Club
PO Box 67
Logsdan, OR 97357

or scan and e-mail rental forms to:

logsdan1@gmail.com

Make check payable to: Logsdan Community Club

**** Note that there will be a \$30 fee for all returned checks****

Rental Fee Payment

Amount _____

Payment date _____

_____ check with check # _____

_____ cash

_____ Non-profit financial hardship waiver requested (501(c)(3) organizations only)

\$250 security deposit (\$50 non-refundable)

_____ check with check # _____

_____ cash

It is the renter's responsibility to ensure that the Club is not used in any way that would cause harm, injury, or damage to persons or property. The renter is responsible for using the Club only in a way that obeys the law, ordinances, and government regulations. The renter shall indemnify and hold harmless the Logsdan Community Club and all parties affiliated with the Logsdan Community Club from any and all liability for any and all claims arising out of injuries or damages caused by any act or omission of the Renter, Renter's guests, or any other party involved in usage of the Logsdan Community Club.

The Logsdan Community Club premises may be inspected by a Club representative at any time during the rental period. If a Club representative sees any activity prohibited by the rental agreement, the Logsdan Community Club reserves the right to stop the event, and the renter and renter's guests agree to vacate the premises immediately. The security deposit will be forfeited.

Initial _____

Please remember that the Logsden Community Club is a non-profit organization operated by volunteers. Please be respectful, responsible, and safe.

I, _____ (name of renter), have read and agree with the Logsden Community Club Rental Agreement and Alcohol Use Agreement.

Signature of renter

Date

FOR LCC USE ONLY	
RENTAL FEE	\$ _____
SECURITY DEPOSIT	\$ 250.00
TOTAL	\$ _____
PROOF OF INSURANCE	
Name of insured:	

Insurance company:	

Policy number:	

LOGSDEN COMMUNITY CLUB RELEASE AND INDEMNITY AGREEMENT

Dated: _____

In consideration of the issuance of permission by the Logsdan Community Club (the "Club") for the following activity, event, or transaction between Indemnitor and Indemnitee (describe): _____

the undersigned ("Indemnitor") hereby agrees to the following terms:

1. Release. Indemnitor does hereby release and forever discharge the Logsdan Community Club, and its officers, agents, volunteers, and contractors (collectively "Indemnitees") from any and all claims, liability, loss and demands of whatever kind or nature, either in law or in equity, arising from or related to Indemnitor's activity described above and/or Indemnitor's use of the Club's facilities. Without limiting the generality of the foregoing, Indemnitor understands and agrees that this Release discharges each of the Indemnitees from any liability or claim that Indemnitor may have against any of them with respect to any bodily injury, personal injury, illness, death, or property damage that may arise from or relate to Indemnitor's activity described above and/or Indemnitor's use of the Club's facilities. Indemnitor hereby expressly and specifically assumes the risk of injury or harm or damage to property with respect to the activity described above or Indemnitor's use of the Club's facilities, whether caused by the negligence of any of the Indemnitees or otherwise.

2. Indemnity. Indemnitor hereby agrees to indemnify, defend (with legal counsel acceptable to the Indemnitees) and hold the Indemnitees harmless from any and all claims, liability, loss, damage, cost or expense, including but not limited to attorney fees and court costs, that the Indemnitees may sustain or incur arising from or relating to Indemnitor's activity described above and/or Indemnitor's use of the Club's facilities. The foregoing indemnity shall include but not be limited to any claims, liability, loss, damage, cost or expense due to any bodily injury, personal injury, illness, death, or property damage arising from or related to Indemnitor's activity described above and/or Indemnitor's use of the Club's facilities.

3. Damage to Property. In the event Indemnitor or its employees, agents, contractors, licenses, guests or invitees damage or destroy any property of the Indemnitees in connection with Indemnitor's activity described above, Indemnitor shall, upon demand of the Indemnitees, immediately pay the costs of repair or replacement of such damaged property.

Initial_____

4. Insurance. If this box is checked , Indemnitor shall maintain liability insurance covering Indemnitor's activity described in this Release, with such coverages and in such amounts as required by the Club. Such insurance shall also name the Club as an additional insured. If Indemnitor is required to maintain liability insurance under this Release, Indemnitor shall, prior to engaging in the activity described in this Release, provide the Club with a certificate of liability insurance evidencing such insurance in a form acceptable to the Club.

5. Termination. The Club may terminate Indemnitor's activity described above at any time upon written notice to Indemnitor. Indemnitees shall have no liability to Indemnitor for any termination of Indemnitor's activity, including but not limited to liability for consequential damages.

6. Interpretation. The undersigned agrees that this Release is intended to be as broad and inclusive as is permitted by the laws of Oregon, and that if any portion of this Release is held invalid, it is agreed that the remaining portion shall continue in full force and effect.

7. Jurisdiction. In the event of any dispute between the undersigned and any or all of the Indemnitees, such dispute shall be governed by Oregon law and the exclusive jurisdiction for such dispute shall be the State courts for the State of Oregon, and the exclusive venue for such dispute shall be Lincoln County, Oregon.

8. Authority. In the event the undersigned is a limited liability company, corporation or other organization, the individual signing below represents and warrants he/she has authority to execute this Release on behalf of such organization.

9. Binding Effect. The waiver, release, indemnity and agreements of Indemnitor under this Release shall be binding upon Indemnitor's agents, guests, licensees, heirs, personal representatives, executors, successors and assigns.

10. Compliance with Laws. Indemnitor shall comply with all laws, ordinances and regulations, and the terms of any permit issued by the County or State, applicable to Indemnitor in connection with Indemnitor's activity described above.

Indemnitor

Logsdon Community Club
Indemnatee

By: _____

By: _____

Title: _____

Title: _____

Logsdon Community Club Cleaning and Closing Procedures

____ Bathrooms:

- Clean in and around toilets and sinks, if dirty/soiled.
- Check to make sure all water and lights are turned off.
- Remove trash from cans.

____ Floors:

- Sweep with push rag broom. Do NOT mop.
- Spot spills should be cleaned up with damp mop.

____ Kitchen:

- Make sure stove and oven are turned off.
- Empty refrigerators of any items you have brought.
- Wash, dry, and put away any kitchen items used during the event.
- Wipe counters and range surface, and clean sink.
- If food spills in the oven or microwave, please wipe clean.

____ Tables and chairs:

- Ensure that tables and chairs are clean and neatly stacked in the storage area. Please do not drag any furniture or equipment on the floor.

____ Thermostat:

- If the temperature was adjusted, make sure the thermostat is returned to 68°F.

____ Lights:

- Make sure all lights are turned off.

____ Doors and Windows:

- Shut all the windows and lock all the doors. Push doors to make sure they are latched.

____ Outside:

- Pick up litter in the parking lot or on the grass.

____ Garbage:

- Remove all garbage and debris from the premises (inside and outside).

____ Key:

- Leave key in lock box within 24 hours.

PLEASE SIGN, DATE, AND LEAVE CHECKLIST AT CLUB UPON COMPLETION

Signature of renter

Date

Initial_____