

The City of Keizer is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). The Keizer Civic Center is wheelchair accessible. If you require any service such as language translation or other interpretive services that furthers your inclusivity to participate, please contact the Office of the City Recorder at least 48 business hours prior to the meeting by email at bissetm@keizer.org or phone at (503)390-3700 or (503)856-3412. To provide oral comments via electronic means, please contact the City Recorder's Office no later than 2:00 p.m. on the day of the meeting. Most regular City Council meetings are streamed live through www.KeizerTV.com and cable-cast on Comcast Channel 23 within the Keizer City limits. Thank you for your interest in the City of Keizer.

AGENDA

KEIZER CITY COUNCIL

WORK SESSION

Monday, November 13, 2023

6:00 PM

**Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
 - a. Community Center Work Session Presentation**
 - b. Resolution R2018-2932 - Adopting Use Policies and Rates for the Keizer Community Center Rooms**
 - c. City of Keizer Community Center Use Agreement**
- 4. ADJOURNMENT**

City of Keizer Mission Statement

Keep City Government Costs And Services To A Minimum By Providing City Services To The Community In A Coordinated, Efficient, And Least Cost Fashion

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."



Keizer Community Center Work Session

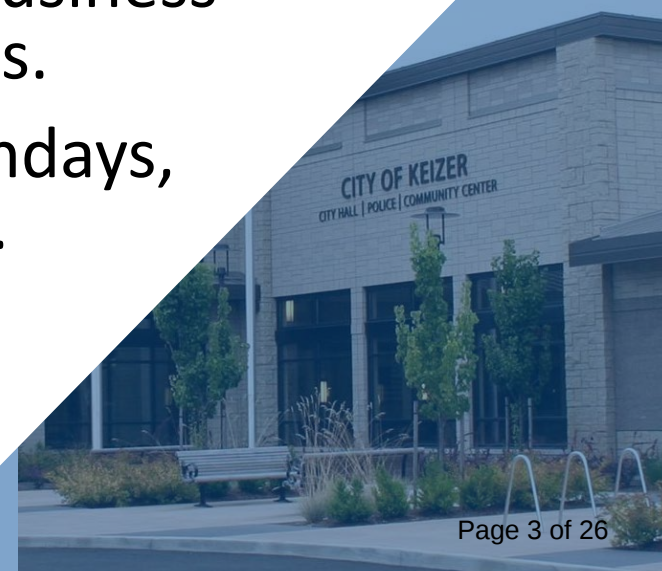
November 13, 2023



Community Center Overview



- The City of Keizer Community Center is intended to accommodate the cultural, educational, professional, recreational, and economic needs of its citizens and the Community.
- During the week, the Community Center is busy with business meetings, trainings, seminars, and association meetings.
- On the weekends, social events such as weddings, birthdays, and fundraising events occur in the Community Center.



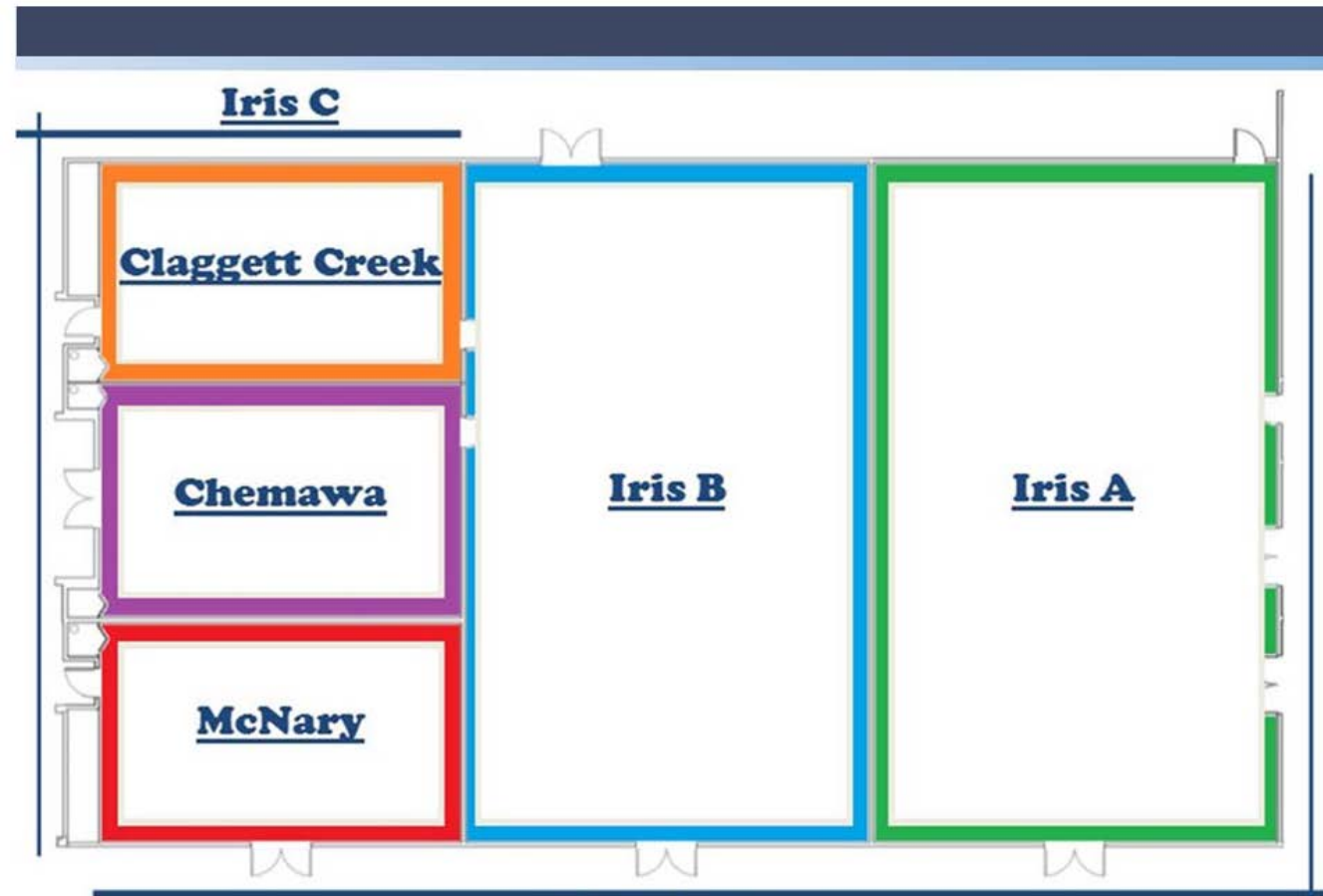
Community Center Overview



The 9000 square foot center is capable of being broken into three-sized spaces;

- large ballroom (9000 square feet),
- 3 medium size rooms (3000 square feet each) or 2 medium size rooms, and
- 3 small rooms (1000 square feet each).

The movable walls provide a great deal of flexibility for all types and sizes of events.



Community Center Overview



The existing facility use fee schedule has been in place since August 2015.

Room	Capacity	Size	Rental Fee	Refundable Deposit
Iris Ballroom	Reception- 480 Theater- 900	Up to 9,000 square feet 115' x 71'	\$250 per hour (minimum 8 hour rental)	\$1,500
Iris A	Classroom- 75 Reception- 144 Theater- 250	Up to 3,000 square feet 39' x 71'	\$100 per hour (minimum 4 hour rental)	\$750
Iris B	Classroom- 75 Reception- 144 Theater- 250	Up to 3,000 square feet 40' x 71'	\$100 per hour (minimum 4 hour rental)	\$750
Iris C	Classroom- 75 Reception- 144 Theater- 250	Up to 3,000 square feet 36' x 71'	\$100 per hour (minimum 4 hour rental)	\$750
Two Iris Rooms	Reception- 288 Theater- 500	Up to 6,000 square feet 79' x 71' or 76' x 71'	\$200 per hour (minimum 4 hour rental)	\$1,150
Claggett Creek	Classroom-30 Reception- 48 Theater- 100	23' x 36'	\$25 per hour (minimum 3 hour rental)	\$300
Chemawa	Classroom-30 Reception- 48 Theater- 100	24' x 36'	\$25 per hour (minimum 3 hour rental)	\$300
McNary	Classroom-30 Reception- 48 Theater- 100	24' x 36'	\$25 per hour (minimum 3 hour rental)	\$300

Discounts are available for Iris Ballroom, Iris A, Iris B and Iris C:

- 25% discount for Keizer residents or Keizer based 501(c) organizations.
- 20% discount for government partners.



Community Center Overview



Additional Amenities:

- Outside or self-catering is allowed
- Wireless (public or private)/wired internet
- Easy access to I-5
- 200 free parking spaces
- House sound system, including wireless microphones
- Projector screens/white boards
- Modular stage
- Catering kitchen



Community Center Customers



During 2022-23 the Community Center hosted 485 events consisting of the following types:

- City events, including Neighborhood Associations – 134
- Government Agencies – 55
- Nonprofit Entities * – 87
- Private Entities – 209

* During 2022-23 the City Council waived \$17,000 in facility use fees.

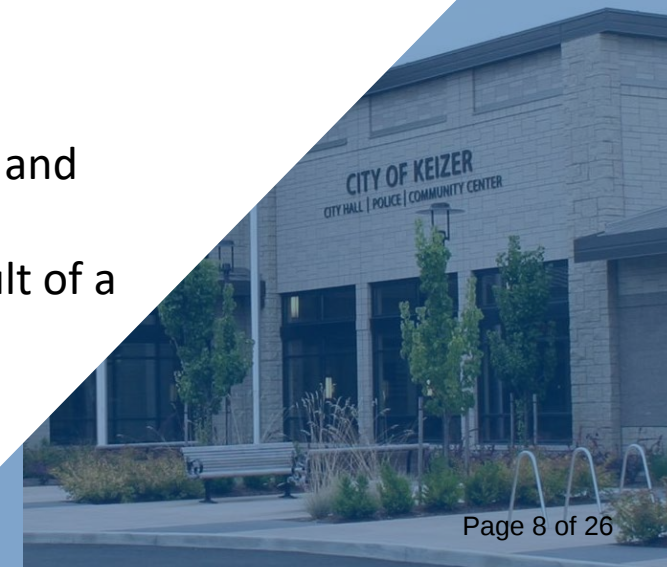


Community Center Customers

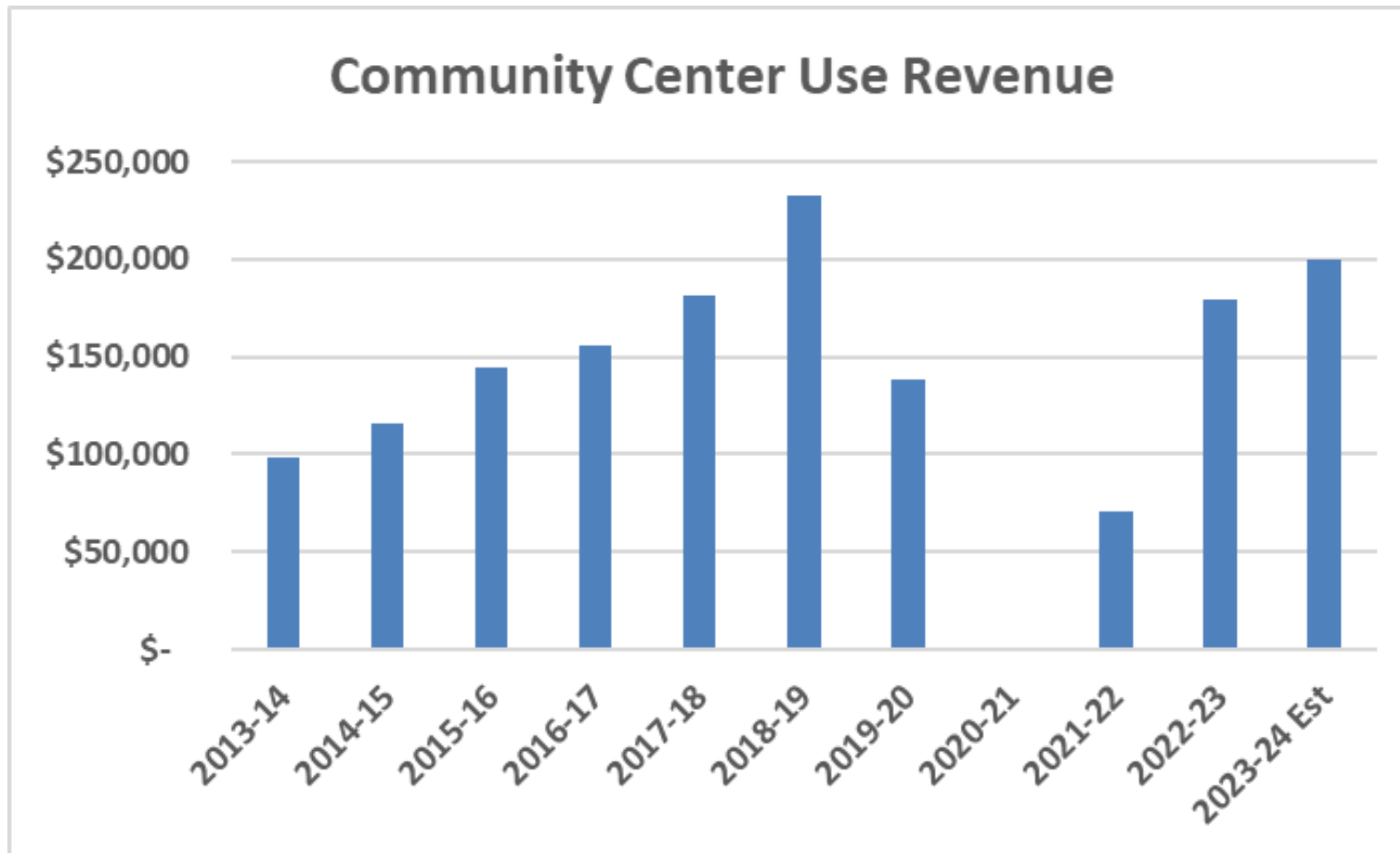


The Community Center has implemented an after-event satisfaction survey. So far there have been 25 responses.

- 28% of respondents indicate that this is their first time using the Community Center. This potentially indicates that the Community Center is growing beyond the established customer base.
- The primary reasons for selecting the Community Center: location, size, price, beautiful location, friendly customer service, great audio/visual and free parking.
- Overall, the customers gave the Community Center a 3.9 out of 4 stars.
- Community Center Staff is rated 3.9 out of 4 stars.
- Communication/response time is rated as 4 out of 4 stars.
- 100% of respondents felt they had everything they needed prior to the event and felt the room was setup properly and was clean.
- Only one of the respondents had an audio/visual problem which was the result of a building-wide temporary internet outage.



Community Center Financial History



Due to the COVID-19 Pandemic the Community Center was closed from March 2020 until October 2021



Community Center Financial History



	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	Estimate 2023-24
1 RESOURCES:											
2 Revenues:											
3 Rental Fees	98,356	115,844	144,416	156,536	184,825	236,280	146,573	-	67,766	183,471	200,000
4 Hotel/Motel Tax	-	-	118,456	108,179	130,851	198,658	208,919	161,826	297,092	385,190	385,000
5 Other	10,014	10,000	10,127	580	9,075	3,528	4,697	2,918	1,399	15,870	1,000
6 Total Revenues	\$ 108,370	\$ 125,844	\$ 272,999	\$ 265,295	\$ 324,751	\$ 438,466	\$ 360,189	\$ 164,744	\$ 366,257	\$ 584,531	\$ 586,000
7 REQUIREMENTS:											
8 Expenditures:											
9 Personnel Services	34,878	59,212	66,362	95,573	100,120	108,616	104,920	48,671	75,453	142,199	233,900
10 Materials and Services	83,948	109,900	109,295	118,150	163,119	169,924	182,277	180,162	166,338	185,972	243,700
11 Capital Outlay	615	607	1,614	24,895	15,600	10,884	65,201	1,869	598	15,436	50,000
12 Total Expenditures	119,441	169,719	177,271	238,618	278,839	289,424	352,398	230,702	242,389	343,607	527,600
13											
14 Net Income (Loss)	\$ (11,071)	\$ (43,875)	\$ 95,728	\$ 26,677	\$ 45,912	\$ 149,042	\$ 7,791	\$ (65,958)	\$ 123,868	\$ 240,924	\$ 58,400

Community Center Rate Study

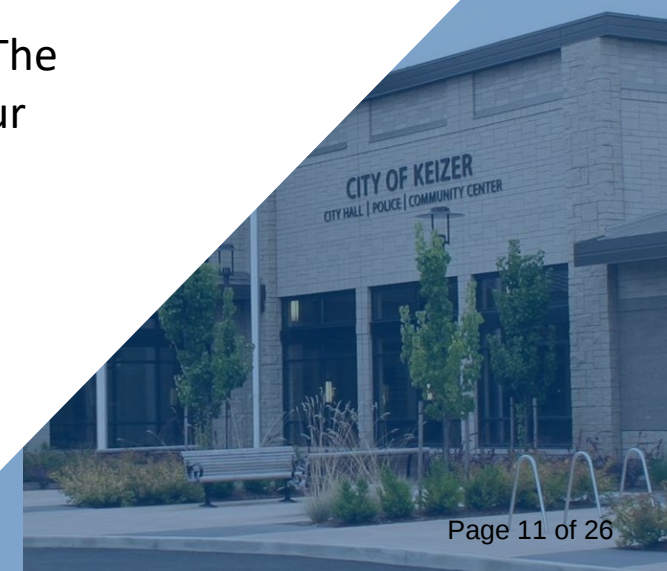


During the last year, the City has been reviewing the rate structure, comparing it to other area venues.

Consistent with previous reviews it is difficult to compare our rates with some area facilities as they require use of their in-house catering program. They are able to provide rental space at a minimal fee (or in some instances no fee) but require minimum food/beverage purchases.

The Community Center does not have catering ability or require preferred caterers. The client is free to use their own caterer or bring in their own food. This is enticing to our clients.

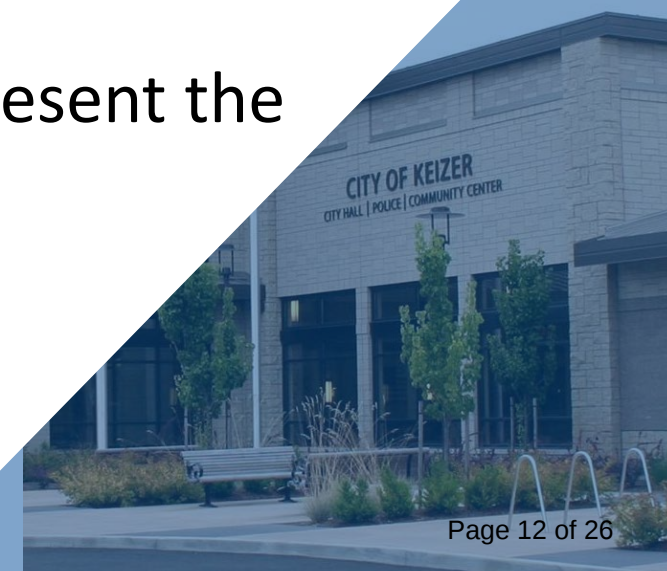
Room Size	Capacity	City of Keizer				Comparable	
		Proposed	Original	\$ Increase	% Increase	Low	High
Small	30-60	\$ 35	\$ 25	\$ 10	40%	\$ 35	\$ 63
Medium	72-120	\$ 125	\$ 100	\$ 25	25%	\$ 50	\$ 225
Large	Up to 400	\$ 325	\$ 250	\$ 75	30%	\$ 100	\$ 500



Community Center Discussion Items



- Does the Council want to continue using a balanced rate structure approach in which market rate events continue to subsidize community-based gatherings, with the intent that the Community Center be self-sustaining?
- Are the discounted rates adequate to limit the need for use fee waivers?
- Does “Community Center” or “Event Center” best represent the type of venue and services provided by the City.



1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2018- 2932

4
5
6 ADOPTING USE POLICIES AND RATES FOR THE
7 KEIZER COMMUNITY CENTER ROOMS;
8 REPEALING RESOLUTION R2015-2612
9

10
11 WHEREAS, the City Council adopted policies for community use of city hall
12 facilities in 1986;

13 WHEREAS, the adopted policies for community use of city hall facilities has been
14 amended several times with the last revision taking place in 2015;

15 WHEREAS, the City Council adopted the current use rates for the Civic Center
16 Community Rooms pursuant to Resolution R2015-2612;

17 WHEREAS, the City Council has reviewed the matter and finds that it is
18 appropriate to amend the policies for the Community Center Rooms;

19 WHEREAS, the City Council desires to amend the Community Center Room
20 policies;

21 NOW, THEREFORE,

22 BE IT RESOLVED by the City Council of the City of Keizer that the following
23 policies for use of the Keizer Community Center Rooms and lobby are hereby adopted:

24 **Alcohol Policies:** The following regulations apply to the allowance, sale
25 or consumption of alcoholic beverages in the Keizer Community Center
26 Rooms and lobby:
27

- 28 a. Only individuals twenty-one (21) years of age or older may consume
29 alcohol in accordance with this policy.

- 1 b. No person shall sell, give or otherwise make available any alcoholic
2 beverage to a person under the age of 21 years.
3 c. No person shall sell, give or otherwise make available any alcoholic
4 beverage to any person who is visibly intoxicated.
5 d. Alcoholic beverages are permitted only in the Community Rooms
6 and the adjoining lobby areas. Alcoholic beverages are prohibited
7 outdoors and in other areas of the building.
8 e. Alcoholic beverages are allowed only in conjunction with a reserved
9 event and only after written approval has been given by the City.
10 f. Alcoholic beverages will be served only by a licensed and bonded
11 server pursuant to all Oregon Liquor Control Commission laws and
12 regulations.
13 g. Alcoholic beverages will be served only when acceptable Oregon
14 Liquor Control Commission documentation has been provided to the
15 City.
16 h. Caterer/server shall secure at its own expense General Liability
17 Insurance with minimum limits of \$1,000,000.00 per occurrence and
18 Liquor Liability Insurance with minimum limits of \$1,000,000.00
19 per occurrence. The insurance policy is to be issued by an insurance
20 company authorized to do business in the State of Oregon. The City
21 of Keizer shall be included as additional insured in said insurance
22 policy. The "City of Keizer" includes its officers, agents,
23 contractors, and employees. Evidence of the insurance and
24 additional insured endorsement must be provided to City at least
25 fourteen (14) days prior to the date of the event. As part of the event
26 reservation process, the applicant and caterer/server shall agree to
27 defend and indemnify the City, its employees, agents and contractors
28 from any and all claims in connection with alcohol use on the
29 premises.
30 i. The City Manager may place reasonable conditions on the event to
31 protect persons and property.
32

33 **Insurance Policies:** The following regulations apply to clients' rental of
34 the Keizer Community Center Rooms and lobby:

- 35 a. The client shall, at its sole cost and expense, procure and maintain
36 through the term of the rental a Comprehensive General Liability insurance
37 policy providing coverage against claims for bodily injury or death and
38 property damage occurring in or upon or resulting from the facilities used
39 hereunder in the amount of \$1,000,000. The Comprehensive General
40 Liability Insurance required shall be issued by an insurance company
41 authorized to do business in the State of Oregon. The City of Keizer shall
42 be included as additional insured in said insurance policy. The "City of

1 Keizer" includes its officers, agents, contractors, and employees. Client
2 must provide the City with the proof of the insurance and additional insured
3 endorsement evidencing such insurance at least fourteen (14) days prior to
4 the date of the contracted event. Failure to provide the proof of insurance
5 and endorsement will result in cancellation of the event.

6 b. No insurance is required for non-alcoholic events when client is
7 using one or two small rooms.
8

9 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the

10 following use rates are hereby established:

11 1. Base Use Rates. The following base use rates shall be charged for the
12 Keizer Community Center Rooms:
13

- 14 a. Small room (1,000 square feet) - \$25.00 per hour with a three hour
15 minimum.
16 b. Medium room (3,000 square feet) - \$100.00 per hour with a four
17 hour minimum.
18 c. Large ballroom (9,000 square feet) - \$250.00 per hour with an eight
19 hour minimum.
20 d. Keizer-based 501(c) organizations may host fundraiser activities
21 using two Medium rooms or the Large ballroom for a base use fee
22 of \$500.00. This fee shall include the use of the facility and
23 amenities. The user will be responsible to pay all fees associated
24 with required staffing. The use under this provision is limited to one
25 (1) event per calendar year per Keizer-based 501(c) organization and
26 is limited to a maximum of twelve (12) hours usage.
27 e. Keizer residents and Keizer-based 501(c) non-profit organizations
28 are entitled to a twenty-five percent (25%) discount on the base use
29 rates outlined in 1(b) and 1(c) herein. (Small rooms are not
30 discounted. Keizer residents' use is limited to personal, non-
31 business use only, including, but not limited to birthday parties,
32 anniversary parties, and baby showers.)
33 f. Government and quasi-government entities, e.g., City of Salem,
34 Marion County, State of Oregon, Salem-Keizer School District,
35 Keizer Fire District, Salem-Keizer Transit District, Keizer Chamber
36 of Commerce, League of Oregon Cities, Mid-Willamette Valley
37 Council of Governments, are entitled to a twenty percent (20%)
38 discount on the base use rates outlined in 1(b) and 1(c) herein.
39 (Small rooms are not discounted.)
40

- 1 g. City-hosted activities directly benefiting City operations are entitled
2 to a fifty percent (50%) discount on the base use rates outlined in
3 1(b) subject to the following:
4 i. Registration fees charged to participants shall total no more
5 than the actual out-of-pocket costs of the event.
6 ii. This discount is only available for one or two medium rooms.
7 The large ballroom and small room rates are not discounted.
8 iii. For Friday, Saturday or Sunday dates, the event may not be
9 reserved more than six (6) months prior to the event.
10 iv. No alcohol is allowed for City hosted events. Insurance is not
11 required.
12 h. The above discounts are not transferrable.
13

14 2. Exempt Uses. The following uses are exempt from payment of use rates
15 and insurance requirements, except caterer insurance if applicable. No
16 alcohol is allowed for these events:
17

- 18 a. City Meetings. City Council/Urban Renewal Agency meetings,
19 City/Urban Renewal Agency committee, task force, or staff
20 meetings, trainings, recruitments or exercises.
21 b. Neighborhood Associations. Recognized neighborhood
22 associations may hold their regular meetings, up to twelve (12)
23 meetings per year in one or two small rooms.
24 c. Keizer-based Youth Sports. Keizer-based youth sports
25 organizations may hold up to three (3) events per year using one
26 medium room or one or two small rooms.
27 d. Town Hall/Community Forums. City, Urban Renewal Agency,
28 Salem Area Mass Transit District, Marion County, and other
29 governmental agencies may hold town hall/community forums for
30 the purpose of gathering public input.
31 e. Keizer Library. The Keizer library may hold up to two (2) book sale
32 events per year.
33 f. City Employee/City Volunteer Training. Training and meetings for
34 City employees or City volunteers are exempt. The trainings or
35 meetings are limited to one or two small rooms during regular City
36 Hall business hours. Other governmental employees or volunteers
37 may also attend. No fee may be charged to participants other than
38 the actual meal cost, if a meal is served.
39 g. City-Hosted Educational Outreach Events. No registration fee may
40 be charged to the participants.
41 h. Outside Committees/Groups. With City Manager approval,
42 organizations connected with the City or benefitting City residents

1 such as Keizer United, Claggett Creek Watershed Council, and
2 Community Emergency Response Team may hold one meeting per
3 month in one or two small rooms. No registration fee may be
4 charged to the participants.
5

6 3. Other Agreements Exempt. Organizations with specific agreements for
7 Community Room use are not subject to the above rates. The City Manager
8 is authorized to negotiate and reduce the use rates for organizations who
9 request repeating scheduled use for a term not exceeding two (2) years.
10

11 4. Council Approved Uses. The City Council may reduce or waive rates,
12 deposits or other costs for certain uses if, in the Council's sole discretion,
13 the use is a significant benefit to the Keizer community considering such
14 factors as the City's fixed and non-fixed costs, staff resources, wear and
15 tear on the facility, and other factors deemed appropriate by Council.
16

17 5 Additional Facility Charges. The City Manager is authorized to adopt and
18 impose surcharges for rental rates for additional facilities, including, but not
19 limited to stages, audio/visual equipment, computer equipment, kitchen
20 usage and additional labor expenses. The City Manager is authorized to
21 impose deposits, fees or additional charges as City Manager may deem
22 appropriate in his/her discretion.
23

24 6 Use Rates Subject to Facility Agreement. The use rates set forth herein are
25 subject to the provisions of the Facility Use Agreement as authorized by the
26 City Manager. The City Manager is authorized to amend the use rates if in
27 the City Manager's discretion such amended rates provide increased
28 transient occupancy taxes, other identifiable economic benefits to the
29 citizens of the City as a whole, or other identifiable fiscal benefits to the
30 City of Keizer administratively.
31

32 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that

33 Resolution R2015-2612 (Adopting Use Policies and Rates for the Keizer Community
34 Center Rooms) is hereby repealed in its entirety except for already booked events.

35 ///

36 ///

37 ///

1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this 3rd day of December, 2018.

4
5 SIGNED this 3rd day of December, 2018.

6
7 Cathy Clark
8 Mayor

9
10 Gary Dye
11 City Recorder



CITY OF KEIZER

Community Center Use Agreement

Keizer City Hall
930 Chemawa Road NE
Keizer, OR 97303
PO Box 21000, Keizer, OR 97307
Phone: (503) 390-3700
Fax: (503) 390-3787

Event Information

Title of Event: _____

Type of Event: _____

Date(s) of Event: _____ Estimated Group Size: _____

Initial Access Time: _____ ☐ AM ☐ PM Final Exit Time: _____ ☐ AM ☐ PM
(First entrance to the building to set up.) (The time final cleanup and exit occurs.)

Event Start Time: _____ ☐ AM ☐ PM Event End Time: _____ ☐ AM ☐ PM

Room(s) Requested: _____

Event Contact Information

Company or Organization (if applicable): _____

Responsible Person: _____

Primary Phone: _____ Secondary Phone: _____

Mailing Address: _____

Email Address: _____

Secondary Contact: _____

Primary Phone: _____ Secondary Phone: _____

Email Address: _____

Additional Information

Food Service: ☐ Yes ☐ No Caterer: _____

Will you be using the catering kitchen? ☐ Yes ☐ No (\$50 fee if not included in your rental fee)

Alcohol Service: ☐ Yes ☐ No Alcohol Caterer: _____

Alcohol Service Times: Starting at: _____ ☐ AM ☐ PM Ending at: _____ ☐ AM ☐ PM

Are you charging attendees a fee, admission, or reimbursement charge of any kind? ☐ Yes ☐ No

How did you learn about the Keizer Community Center: _____

Signature is required on page 8

Do you need use of any of the following (check all that apply):

Stage (\$200 fee):	☐ Yes	Microphone:	☐ Yes	White Board:	☐ Yes
Wired Internet (\$25 fee):	☐ Yes	Wireless Internet:	☐ Yes	Presentation Stand:	☐ Yes
Projector (\$25 fee each):	☐ Yes	Screen:	☐ Yes	House Sound System:	☐ Yes

Facility Use Fees

Room	Capacity	Size	Rental Fee	Refundable Deposit
Iris Ballroom	Reception- 480 Theater- 900	Up to 9,000 square feet 115' x 71'	\$250 per hour (minimum 8 hour rental)	\$1500
Iris A	Classroom- 75 Reception- 144 Theater- 250	Up to 3,000 square feet 39' x 71'	\$100 per hour (minimum 4 hour rental)	\$750
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McNary	Classroom-30 Reception- 48 Theater- 100	24' x 36'	\$25 per hour (minimum 3 hour rental)	\$300

Additional rental information:

- Discounts are offered for Iris Ballroom, Iris A, Iris B and Iris C. 25% discount for Keizer citizens or Keizer based 501(c)(3) organizations. 20% discount for government partners.
- Use of the catering kitchen is included with the rental of Iris Ballroom, Iris A, Iris B and Iris C. If not included in the rental, a \$50 fee will be charged for use.

Comments or additional information about your event:

* * * * *

****PLEASE NOTE** THE RESERVATION IS NOT SECURED UNTIL ALL REQUIREMENTS, INCLUDING PAYMENT, HAVE BEEN MET, AND THE AGREEMENT HAS BEEN APPROVED BY THE CITY MANAGER OR HIS DESIGNEE. Please make checks payable to City of Keizer.**

Revised 09/2017



CITY OF KEIZER

Community Center Use Agreement Terms

Welcome to the City of Keizer Community Center (hereinafter “City”). It is our pleasure to have you as a client (hereinafter “Client”) and to offer you the use of our facility for your event. Outlined in this agreement are the terms of your facility usage.

A. RESERVATIONS.

A1. Community Center Use Agreement. Room reservations are only secure when a completed Community Center Use Agreement has been received by the City along with full payment of the Refundable Deposit.

A2. Refundable Deposit. A refundable Deposit is required to be paid at the time of application. The Deposit amount is based on the size of the area you are renting. (See chart on Page 2 for Deposit amount.) In the event of cancellation, facility damages, or the facility not cleaned as outlined in the post event instructions, all or a portion of the Deposit may be forfeited. For cancellation of an event, the forfeiture will be calculated as described in Section A6.

A3. Facility Use Fee. The use fee for the contracted room(s) is required to be paid in full at least sixty (60) days prior to the event date. If payment is submitted less than sixty (60) days prior to the event, a late fee of \$100 will be charged.

A4. Kitchen Use Fee. Use of the kitchen is included with the rental fee of the medium and large rooms. A \$50 fee is required for use of the kitchen when renting small rooms. The kitchen in the Keizer Community Center is intended for warming purposes only. A portion of the Deposit may be forfeited if the kitchen is not cleaned as outlined in the post event instructions.

A5. Late Fee. A late fee of \$100 shall be charged if any of the insurance certificates and endorsements, caterer information or other documents required by this agreement are submitted less than fourteen (14) days prior to the event. In the event that the documentation is submitted, but is not sufficient, such late fee shall be imposed if the proper information is not resubmitted at least seven (7) days before the event.

A6. Cancellation Fee. If Client cancels prior to sixty (60) days before the event, 90% of the facility use fee shall be refunded. In the event of a cancellation less than sixty (60) days before the event, 50% of the facility use fee will be forfeited. Cancellation fee will be forfeited from the Deposit on file.

A7. Administrative Fee. If damages occur, a \$100 administrative fee shall be charged in addition to the charges for damages (see Section E1).

B. SITE USE POLICIES.

B1. Set-up. Space design details shall be coordinated with event center staff and finalized no later than fourteen (14) days prior to the date of the event. Room set-up must comply with all fire safety regulations

and actual event attendance may not exceed the maximum capacity. If a change from the confirmed room set-up is required on the day of the event, and additional staff is necessary, a labor charge of \$20 per hour, per worker, will be charged to Client.

B2. Decorations and Equipment

- **Ceiling and Light Fixtures** - No decorations or equipment may be hung from the ceiling or light fixtures. Free standing decorations cannot exceed 9 feet in height.
- **Floor** - Nothing may be adhered to the floor, unless Client receives prior written approval by the City.
- **Walls and Doors** - The City only permits use of blue painter's tape or Post-It type products on the walls and doors.
- **Candles** - Candles must be dripless and enclosed in a non-flammable container of sufficient height to cover potential flame. **NO** open flames are permitted.
- **Explosives** - Fireworks (including sparklers), fog/smoke effect machines, and explosive effects are strictly prohibited. City Staff reserves the right to have any person(s) in violation of this policy removed from the property and to end an event in the case of a risk to the safety of others.
- **Flowers** - Loose real flower petals are not permitted on the floor. Use of synthetic flower petals are permitted but must be properly cleaned up at the conclusion of the event.
- **Strictly Prohibited Inside and Outside** - Birdseed, bubbles, confetti, dry ice, glitter, hay/straw, inflatable bounce houses/castles, mechanical rides, party poppers, rice, silly string, sky lanterns, trampolines, and aerial remote control devices (including drones).
- The City reserves the right to review and approve or deny any other requests that may be potentially hazardous, unsafe or cause damage that is not listed above.

B3. Outside Vendors. The City does not have recommended, preferred or required contracted services or businesses. You may choose any person, business, vendor, or event coordinator that you wish. The City does not have storage availability outside of your rental period. If you contract with outside vendors for rental equipment, the equipment must be delivered no earlier than the reserved time and day of your event and then be removed at the end of your event.

B4. Food and Non-Alcoholic Beverage Catering Vendors. Events open to the general public must be catered by a licensed caterer. Upon request, City Staff can provide a list of caterers that have provided the City with required caterer insurance information. (Note: This does not constitute a recommendation or endorsement of the caterer by the City.) The Client may contract with any licensed caterer who has a written agreement with the City, or who is willing to enter into an agreement with the City, and Client will be responsible for all communication with the caterer. Except for events open to the general public, groups are permitted to bring in or serve their own food and non-alcoholic beverages. **The Client is responsible for ensuring that City receives all required caterer information, including a written agreement with City, insurance and a copy of catering license (see Section E2 for insurance requirements) at least fourteen (14) days prior to the event.**

B5. Alcohol Catering Vendors. All alcoholic beverages must remain within the contracted areas and only be served during the alcohol service times noted on page 1 of this agreement. **The City strictly prohibits guests from serving their own alcohol and/or bringing any alcoholic beverages onto the City property.**

The Client will be required to use an alcohol caterer who has a written agreement with the City or who is willing to enter into an agreement with the City if alcoholic beverages are being served. The Client will be responsible for ensuring that all required alcohol caterer information, including a written agreement with the City, insurance certificates (see Section E2) and a copy of the OLCC documentation acceptable to the City be given to City Staff at least fourteen (14) days prior to the date of the event. The City will not permit the serving of alcoholic beverages to anyone under the age of 21 or visibly intoxicated persons. The City may place reasonable conditions on the event to protect persons and property.

B6. Signs. One freestanding temporary sign may be placed in the parking lot. No balloons, signs or other materials are allowed on the exterior of the building. All signs must be removed immediately following your event. Signage for the event must comply with the City of Keizer Sign Regulations. For information on the City of Keizer sign regulations, please call the Keizer Community Development Department (503-856-3441).

B7. Parking. Parking is limited. There are approximately 200 parking spots available for City Hall, Keizer Heritage Center, Carlson Skate Park and Community Center use.

B8. Service Animals. Service animals are permitted within the Community Center. However, non-service animals are not permitted without prior written approval by City staff. Please contact City staff for additional regulations and information.

B9. Green Efforts. The City is committed to recycling, reducing and reusing as many products as possible. We work hand in hand with our employees, vendors, customers, partners and visitors to minimize our collective impact on the environment. To aid in the recycling efforts, the City will provide blue recycle bins for any event that wishes to utilize them. Disposing of potentially harmful waste down storm drains on City property is prohibited. Illegal dumping of waste into the public storm system is a violation under the City of Keizer Stormwater Discharge Ordinance. If evidence of disposal of waste in the storm drain is found, fines may be imposed, as well as remediation and restoration of all dumping impacts, with all costs being charged to Client.

C. SAFETY POLICIES.

C1. Hazardous Materials Prohibited. The Client agrees 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. Persons who are allowed to carry firearms under the provisions of the Oregon Revised Statutes 166.291 may do so in the Community Center. Illegal substances, illegal firearms or other weapons are strictly prohibited. Police will be notified if anyone is found possessing illegal substances or weapons on City grounds.

C2. Private Security Professionals. The City will hire Private Security Professionals based on room use for events where alcoholic beverages are being served. Client shall pay a \$25 per hour fee for each Private Security Professional required. If such Private Security Professionals are scheduled, unless Client gives City ten (10) days written notice that the event will not include alcoholic beverages, Client shall pay this fee regardless of whether alcoholic beverages are served or not.

C3. Smoking. The City of Keizer Community Center is a non-smoking/vaping facility. Smoking and vaping is prohibited inside the building, and within ten (10) feet from any entrance.

C4. Emergency Procedure. Client is responsible for ensuring that participants are informed of and follow the emergency procedure of the facility. When a fire alarm is triggered, the speaker system will give notification to leave the facility in addition to a loud alarm and flashing lights. Client 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 Client.
3. Client will act as Safety Monitor, checking the rented facility, kitchen and restrooms as he/she exits.
4. All guests and Client will meet at the Gazebo in Chalmers Jones Park (across the parking lot).
5. Client is responsible for inventory of participants. It is suggested that Client have a sign in sheet or guest book.
6. In the event of an evacuation, Client must check in with the City Safety Committee Chair or designee and should provide an inventory of participants to such person.

C5. Facility Security. Client is responsible for ensuring that the facility is secure and that entry to the facility is not permitted to anyone other than their approved attendees. **Propping of doors for entry or reentry is strictly forbidden.** It is recommended that Client use a monitor to allow entry to his/her attendees. Any damages as a result of propping doors open will be charged as set forth in Section E1.

D. USE OF FACILITY.

D1. 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 the Client under this agreement to any person, firm or entity regardless of the nature of the use of such other space.

D2. Hours. The hours of the event are to be selected by the Client and scheduled with City Staff. The facility is available for use daily between 7:00 AM and 12:00 AM (midnight). If alcohol service is included in your event, service must be concluded no later than 11:30 p.m. The event must be concluded on or before the scheduled event end time. If post-event requirements are not completed by the contracted exit time, client will incur the additional hourly room rental rate and staffing fees. There shall be no refunds for events ending prior to the scheduled end time.

D3. Equipment Available. The City provides tables, chairs, screens, microphone, lectern, white board, and public Wi-Fi with the above rental fee.

E. GENERAL PROVISIONS.

E1. Damages. The Client agrees to pay the City the reasonable value of the cost of repairing or replacing damage to the facility, the facility's furnishings, any artwork damaged in the facility, or the grounds of the City caused by the Client or their employees, agents, sub-contractors, exhibitors or guests. By signing this agreement, the Client assumes full responsibility for all persons connected with the Client's event and use of the facility.

The City is not responsible for any personal or vendor property left on the premises. Additional charges to Client for damages, cleaning, additional staff time, damages to artwork, etc. will be deducted directly from the Deposit. Any remaining balance after all deductions will be refunded to Client. If there is no remaining Deposit balance and there are charges remaining, Client agrees to pay the remaining balance. Should the damages exceed the Deposit, the Client will pay the cost of repairing or replacing the damage.

E2. Insurance. The Client shall, at its sole cost and expense, procure and maintain through the term of this Facility Use Agreement a Comprehensive General Liability insurance policy providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the facilities used hereunder in the amount of \$1,000,000. **The Comprehensive General Liability Insurance required by this Agreement shall be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer shall be included as additional insured in said insurance policy. The “City of Keizer” includes its officers, agents, contractors, and employees.** Client must provide the City with the proof of the insurance and additional insured endorsement evidencing such insurance at least fourteen (14) days prior to the date of the contracted event. Failure to provide the proof of insurance and endorsement will result in cancellation of the event.

Caterer and/or Alcohol Caterer shall secure at its own expense and keep in effect during the term of this Agreement General Liability Insurance and Liquor Liability Insurance, if applicable with minimum limits of \$1,000,000 per occurrence. The insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer shall be included as additional insured. The “City of Keizer” includes its officers, agents, contractors, and employees. Evidence of the insurance and additional insured endorsement must be provided to City at least fourteen (14) days prior to the date of the contracted event. Failure to provide the proof of insurance and endorsement will result in cancellation of the event.

E3. Indemnification. Client shall be responsible for and shall pay and discharge any and all claims of any nature whatsoever under this Agreement. Client shall indemnify and defend 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 all operations, activities, or undertakings of Client or any of Client's guests, employees, agents, volunteers or independent contractors. Notwithstanding the above, if City directly authorizes an activity by any party other than Client during the period of this Agreement, this paragraph shall not apply to claims arising out of that activity.

E4. Force Majeure. The parties' performance under this Community Center Use Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, disease, State Department or other official agency travel advisory, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other cause beyond the parties' control, which would tend to make it inadvisable, illegal, or impossible for such party or its members to perform their obligations under the Community Center Use Agreement. Either party may cancel this Community Center Use Agreement for any one or more of such reasons upon written notice to the other party.

E5. Emergency Operation Center. The Keizer Community Center also serves as the City's Emergency Operation Center (EOC). There will be no practice drills or exercises in the Community Center if all or a

part of the Community Center is reserved for your event or some other event. However, in the remote possibility that an actual emergency occurs, it is possible that your use would be cancelled or postponed. In such event, you would receive a full refund of all use fees paid to the City.

E6. Cancellation for Cause. Client agrees and understands that Client and all guests, vendors, caterers and others in attendance must follow the reasonable directions of the event host, Private Security Professionals and other City representatives at all times. If after verbal warning any persons fail to abide by such direction, the City has the right to terminate the event immediately and eject ALL attendees. In such event, no refund of the use fee shall be issued.

E7. No Damages for Cancellation. Except for Section E6 above, should Client's event be cancelled by the City due to any reason set forth in this Agreement, or for any other reason beyond the control of the Client, Client agrees and understands that other than refund of all use fees, the City of Keizer shall not be liable for any damages or charges whatsoever.

E8. Signature. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

I have read, understand and signed this Community Center Use Agreement document. I will make restitution for any damage incurred during room use. I am of legal age and have the authority to sign this Agreement on behalf of the organization, if any, intending to use the facility. I understand the City of Keizer as a public entity is subject to Oregon Public Records Law and this Agreement is a public record and subject to disclosure upon request.

Signature of Responsible Person: _____ Date: _____

For Office Use Only			
Community center use agreement has been: Denied ☐ Approved ☐			
Approved by: _____	Printed Name: _____	Date: _____	
Fees Quoted: _____			
Facility Use: _____	Event Staff: _____	Security: _____	
Equipment: _____	Deposit: _____	Total Fees: _____	

For Payment Use Only							
☐ Room	☐ Deposit	Amount: _____	Receipt #: _____	Date: _____	Balance: _____		
☐ Room	☐ Deposit	Amount: _____	Receipt #: _____	Date: _____	Balance: _____		
☐ Room	☐ Deposit	Amount: _____	Receipt #: _____	Date: _____	Balance: _____		
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