

RULES GOVERNING USE OF CITY OF MILL CITY FACILITIES

1. APPLICATION & PERMIT REQUIREMENTS

- a. An approved Facility Use Permit is required for exclusive private or public use of any City facility including the Kimmel Park Picnic Shelters, the Kimmel Park Concession Building, parks (scheduled events only), or other City facilities. Permits may be obtained at City Hall.
- b. Any person(s) or organizations wishing to reserve a city park or facility must submit a completed Facility Use Permit Application. Applicants must be at least 21 years of age. All required fees must be paid at the time of application for the permit. Checks must be made payable to the City of Mill City.
- c. A Facility Use Permit is not transferable. The City reserves the right to terminate any Facility Use Permit at any time without cause.
- d. Reservations are accepted on a first-come, first served basis and no more than one (1) year in advance of the event. However, the City of Mill City may reserve the building for regularly scheduled community events more than one year in advance.
- e. The City reserves the right to make further stipulations for use prior to issuing a Facility Use Permit.

2. CHARGES AND FEES:

- a. There is no fee for everyday individual, family or group use of city parks and picnic shelters.

RESERVATION FEES AND DEPOSITS	CONCESSION BUILDING	MAIN PICNIC SHELTER	RIVER PICNIC SHELTER	PARK (SPECIAL USE)
Up to 5 Hours Use	No Charge	No Charge	No Charge	Fees & Cleaning Deposit to be determined based on group size
Cleaning & Key Deposit	\$ 75 Cleaning & Key Deposit.	\$50 Refundable Cleaning Deposit	\$50 Refundable Cleaning Deposit	
FULL DAY USE	No Charge	No Charge	No Charge	Fees & Cleaning Deposit to be determined based on group size
Cleaning & Key Deposit	\$ 100 Refundable Cleaning & Key Deposit.	\$ 100 Refundable Cleaning Deposit	\$ 100 Refundable Cleaning Deposit	
Other	Cleaning Deposit to be determined based upon use of Concession Bldg w/ other park facilities	Cleaning Deposit to be determined based on group size	Fees & Cleaning Deposit to be determined based on group size	Fees & Cleaning Deposit to be determined based on group size

- b. Key & Cleaning Deposit: A refundable key & cleaning deposit (in cash or check) will be

collected by the City at the time a key is picked up. Keys must be returned no later than three (3) working days after the event. A \$75.00 fee shall be charged for non-return of the key. The deposit will be returned providing all keys are returned, no damage occurs and the picnic shelter, concession building and/or park are clean upon inspection. User is responsible for any cleaning costs or damage incurred by the City. Any costs beyond the deposit will be billed to the user.

- c. If no fee is listed on the schedule, the City may establish a reasonable fee for use.
- d. No fees are required for events held or sponsored by the City of Mill City. Public agencies and non-profit organizations may submit requests to the City to obtain fee reductions or waivers. The City Administrator or designee will review all such requests and the decision to approve or to deny the request will be based on the non-profit organization's ability to pay, the number of Mill City residents served, whether the facility is available, and the value of the service to the community. The City Administrator or designee may either approve or deny the request.

3. CANCELLATION & TERMINATION OF PERMITS:

- a. Any person may cancel their Facility Use Permit by providing the City with seven (7) days notice. There are no refunds of the reservation charge.
- b. The City of Mill City reserves the right to cancel a Facility Use Permit prior to use and will return the entire reservation charge and key/cleaning deposit.
- c. The City reserves the right to terminate a Facility Use Permit and ask any user to leave the park or city facility if any park rules or terms of the Facility Use Permit are violated.

4. RULES:

Occupancy & Clean-up:

- o City parks and park facilities are open from one hour before sunrise until one hour past sunset, seven (7) days a week.
- o DO NOT LEAVE the Concession Building unlocked or unattended.
- o As provided by ORS 433.850, **SMOKING IN THE CONCESSION BUILDING IS PROHIBITED.**
- o Users are responsible for cleaning up all decorations, signs and removing all personal effects. Counters, sinks, floors and storage areas shall be cleaned after each use. Any items used from the City's inventory must be cleaned, put away or replaced if necessary. Applicants shall provide their own cleaning supplies.
- o No food shall be left in the concession building or on park grounds. The surrounding park area shall be left clean and trash free. Failure to clean-up the park area used will result in forfeiture of any cleaning deposit.

Alcohol Use:

- Alcoholic beverages are prohibited in city parks unless the use of alcohol is approved by the City Council. A violation of this provision may result in a citation under Mill City Code, Section 9.16.020.
- If approved by City Council, the consumption of alcoholic beverages is restricted to the confinements of the area(s) reserved. The permit holder shall be responsible for the area reserved. City staff, and/or Linn County Sheriff's Deputies reserve the right to cancel, before or during an event, all functions if alcohol is deemed to be a problem. The City may also require the applicant to employ security personnel, subject to city approval.

General Park Rules:

- **HOURS:** City Parks are open from one hour before sunrise to one hour after sunset, seven days a week.
- Loud music and/or noise will not be tolerated. Music must be kept at levels which do not disturb the reasonable peace and quiet of any citizen. If noise exceeds reasonable sound limits, the City of Mill City and the Linn County Sheriff's Office reserve the right to immediately terminate the music and/or Facility Use Permit.
- Kitchen facilities and park facilities are provided for the user's convenience. The user is responsible for its reasonable use and safekeeping. Any items from the Concession Building kitchen area must be cleaned and returned to their proper places.
- The person in charge (individual listed on the Facility Use Permit) shall accept responsibility for any theft, breakage, staining or damage to park facilities and reserved buildings.
- The City may require a "walk through" with City staff both prior to the use and after the facility use is complete.
- The City may require provision of portable toilets if the number of guests is expected to exceed 100, or if alcohol will be served as approved by City Council. The city will specify the number and location of portable toilets required, but supervision and expense for the portable toilets will be the responsibility of the person in charge of the event.

Insurance:

- For large events or events where the kitchen facility is rented, the City may require the user to provide combined single limit insurance coverage of up to \$500,000.00.
- If insurance coverage is required by the City, the user must provide the City with a Certificate of Insurance naming the City of Mill City as an additional named insured. The Certificate shall be provided to the City prior to the time a Facility Use Permit is issued.
- If an alcohol use is permitted by the City Council, the City will require the applicants to maintain "Host Liquor Liability Insurance" coverage in amount not less than \$500,000.

Security:

- The City may require the applicant to provide private security for dances, weddings, birthday parties, company parties, or any park event with expected attendance of 300 persons or more, and any other event the City Administrator or designee deems security is in the best interest of all parties concerned. City and City co-sponsored events may not require security provided City staff are present at the event.
- Security may be contracted from a private licensed/bonded firm as approved by the Linn County Sheriff's Office. Private licensed/bonded security firms shall be paid directly as established between the renter and the security firm.

CLEANING FEE/DEPOSIT: \$ _____ Receipt #: _____

NOTE: Users are responsible to comply with provisions of the attached "Rules and Regulations for Use of City of Mill City Facilities."

CITY OF MILL CITY FACILITY USE PERMIT

Applicant: _____

Address: _____

Driver's Lic. #: _____

Address _____

City/State/Zip: _____

Phone: _____

E-mail: _____

Person in Charge: _____

Phone: _____

Address: _____

E-mail: _____

Please identify all facilities to be rented & specify date and time requested:

Facility to: ☐ Concession Bldg ☐ River Shelter ☐ Main Park Shelter ☐ Kimmel Park

☐ Other: _____

Date(s) Requested: _____

Hours of Event (including set-up) _____ AM / PM to _____ AM/PM

Type of Event: _____ Activity will be (circle one): One Day Only Weekly Monthly.

Certificate of Insurance: ☐ Certificate of Insurance naming the City of Mill City as an "Additional Named Insured" is required.
The Certificate of Insurance may be required for special events or large gatherings.

☐ Certificate of Insurance indicating "Host Liquor Liability" in an amount not less than \$500,000.

Alcohol Usage: Alcohol beverages are prohibited in City Parks unless permission is granted by the City Council.

Special Terms or Conditions:

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I hereby apply for a City of Mill City Facility Use Permit. I have read, I understand and agree to comply with all rules and regulations set forth by the City of Mill City. I further agree that I am of legal age and will be responsible for the care of the facility during its use. Further, I will be responsible for the repair of damage to equipment or the facility should any occur and for the replacement of any inventory or equipment lost or damaged during use of the facility for the activity for which I have accepted responsibility. I further understand that this permit is revokable at any time and that the permit is not transferable. I also understand that the City rules and regulations are subject to change without notice.

I hereby agree to reimburse and hold the City of Mill City harmless from any and all liability, claims, causes, actions, suits, loss, damage, or expense of any kind or description which may be claimed against or incurred by the agents or invites and shall indemnify the City of Mill City against and hold the City of Mill City harmless from same, including attorney fees which may arise out of or be connected with or result from the use of the City's facility during the period of reservation.

I further agree that I shall abide by all federal, state, and municipal equal opportunity laws and regulations prohibiting discrimination.

Authorized Signature of Applicant

Date

Approved by City of Mill City

Date

DO NOT WRITE BELOW THIS LINE: CITY USE ONLY

Damage Noted: _____

Deposit Amount: \$ _____ Receipt No.: _____ Date Paid: _____

Amt. Deposit Refunded: _____

Rental Amount: \$ _____ Receipt No.: _____ Date Paid: _____

Date Deposit Refunded: _____

In accordance with federal law the City of Mill City prohibits discrimination on the basis of race, color, national origin, sex, age or disability. To file a complaint write the USDA Office of Civil Rights, Washington D. C., or call 202-720-5964 (Voice & TDD).