Jefferson County Buildings & Grounds Department

430 SW Fairgrounds Road

Madras, OR 97741

Phone: 541-475-6288 Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Juniper Hills Park

**Use Agreement**

**(please email completed forms to maint@co.jefferson.or.us)**

Name of Group: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purpose of Use \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Day Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Alternate Phone# \_\_\_\_\_\_\_\_\_\_\_\_\_

Age Range:\_\_\_\_\_\_\_

**Athletic Field Reservations:**

Field to be Used \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Group Size: \_\_\_\_\_\_\_\_\_\_

 Dates Needed: Times In / Out:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Organizations and/or individuals using the facilities agree to hold Jefferson County and its employees harmless for any and all liability arising out of the use and occupancy of the county property. The organization and/or individuals further agree to adhere to the following rules**

**Juniper Hills Park Policies & Regulations –**

1. **Bounce houses are not permitted at Juniper Hills Park.**
2. **JUNIPER HILLS PARK SOCCER FIELDS ARE GAME FIELDS ONLY. PRACTICE IS NOT PERMITTED. PRE-GAME WARM-UP AREAS ARE AVAILABLE.**
3. The applicant must be at least 21 years of age and must assume financial responsibility for payment of fees, set-up and clean-up, and any damages to equipment and/or property which may be incurred. Abuse of facilities or violation of regulations may result in subsequent denial of use of park/facilities. Renter must provide adequate supervision of scheduled events.
4. Persons or groups using Juniper Hills Park premises at any time shall commit no act which threatens or endangers the safety or security of any person or property and shall commit no crimes. Violation of this section shall constitute grounds for the revocation of the existing contract for use and/or refusal of future permission to use the park premises at any time.
	1. Any Buildings & Grounds Department employee shall have authority to immediately exclude from the park premises any person found to have violated the preceding section. All employees making such an exclusion shall notify the County in writing of the name of the person excluded and other relevant facts pertaining to the exclusion.
	2. The County, upon giving reasonable notice, may continue the exclusion of any person or group for violation of any of the provisions of this policy and for such time as the County deems reasonable considering the nature and event of the violations.
5. The user shall be responsible for the conduct and control of both patrons and participants.
6. Jefferson County is not responsible for the security of personal items of the renter or attendees/guests of the event.
7. **Users are responsible for leaving facilities in the same condition as they were found. There will be a $35/man hour charge plus cost of materials for cleaning by the County after any event.**
8. **During scheduled event, users agree to have a dumpster at the park. JHP trash cans are to be emptied into the dumpster at the end of the event. Not leaving areas clean will result in additional costs to the user. Users will be charged $35/man hour plus cost of materials for cleaning by the County after any event.**
9. Users accept full financial responsibility for any damages to park facilities, grounds, or equipment because of their activity.
10. The user shall see that all State and County regulations governing safety and security are followed.
11. Facility and field reservations are on a first come-first served basis and require a deposit to secure the reservation. All scheduling must be confirmed, and payment made to the Jefferson County Buildings & Grounds Department office prior to use. RESERVATIONS ARE NOT CONFIRMED UNTIL THE CONTRACT HAS BEEN SIGNED AND THE FEES RECEIVED. Payment is due, in full, thirty (30) days prior to event. A signed contract and deposit are required for all pay-to-play events.
12. All organized adult or youth tournaments must be approved and scheduled with the Jefferson County Buildings & Grounds Department. That department will consistently enforce all rules and requirements of the event contract. The director of each event will sign the contract and be responsible for all fees and requirements of the contract.
13. All advertising or other displays at event must be removed within 24 hours of the conclusion of the event.
14. Applicants for events which will involve the sale of tickets, the charging of fees, fund raising, or the sale or provision of alcohol must provide to Jefferson County a certificate of insurance demonstrating insurance with limits of liability for bodily injury and property damage not less than $1 million. The certificate must assure that Jefferson County will receive thirty (30) days’ notice of cancellation of insurance.
15. There is limited parking at the park. Ride sharing is encouraged whenever possible. Vehicles may not be parked on Ashwood Road or Bean Drive.
16. No refreshments may be sold unless arrangements are made with the Buildings & Grounds Department Director. All food vendors must obtain a Jefferson County Food Vendor license from the County Health Department and sign a contract with the Jefferson County Buildings & Grounds Department prior to selling food.
17. Alcohol is prohibited in the youth baseball complex area. If a beer garden vendor is hired for an adult event, carry-in alcoholic beverages may be restricted.
18. User(s) shall be held personally accountable for fulfillment of the terms of the agreement including payment of rental fees, hazard surcharges, and damages beyond ordinary wear and tear. Additionally, the Department Director may require additional security deposit for large events.
19. If park privileges are revoked for any reason, fees paid to that date are not refundable.
20. The use of Juniper Hills Park may be denied to any user whose members or visitors fail to comply with these rules.
21. WAIVER:

 I agree to the following and attest that the attached statements are true to the best of my knowledge. I, and/or the organization I represent, understand that any violation of these agreements will result in forfeiture of deposit, immediate termination of event, and jeopardize future use of County facilities. User agrees to indemnify, defend, and save and hold the County, its affiliates and their respective directors, officers, and employees, and agents of County harmless from and against any claims (including, without limitation, third-party claims for personal injury and real or personal property damage), actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, cost, liabilities, (including sums paid in settlement of claims), interest, or losses, including reasonable attorney’s and paralegal’s fees and expenses (including, without limitation, any such fees and expenses incurred in enforcing this agreement or collecting any sums due hereunder), costs, consultants’ fees and experts’ fees, together with all other costs and expenses of any kind or nature that arise directly or indirectly from the use of the facilities by user.

 As a condition of use of Juniper Hills Park facilities, the applicant agrees that it will not discriminate or permit discrimination at or in relation to applicant’s event against any person on the basis of race, color, creed, national origin, age, gender, disability, or any other protected status.

***User agrees to comply with the policies and regulations pertaining to the use of Juniper Hills Park as set forth herein.***

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date(s) of Activity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scheduled Activity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Juniper Hills Park**

**RULES, CLEANUP PROCEDURES & RESTRICTIONS**

*PLEASE READ AND FOLLOW THESE ITEMS CAREFULLY TO AVOID DEPOSIT LOSS*

A $250 REFUNDABLE DEPOSIT IS REQUIRED

The group using the facility is responsible for renting trash dumpsters from Madras Sanitary. (541-475-2071) Any expenses incurred by the County in cleaning up trash will be charged against the $250 deposit.

All cleaning supplies, brooms, dust pans, etc., are located in storage areas of each restroom facility. All items must be returned to the proper place.

Outdoor smoking is tolerated if cigarette butts, or other smoking related items are deposited in proper receptacles. Any outdoor littering *WILL* result in full or partial loss of deposit.

All trash containers must be emptied into outdoor trash bins and clean bags installed in all containers, including all bathrooms.

All floors in bathrooms must be swept thoroughly. All spills or obvious spots must be wiped up or if necessary, floors must be completely mopped.

All trash, cigarette butts, decorations, signs, etc., connected to your event must be removed from the grounds.

Buildings & Grounds Office 541-475-6288

maint@co.jefferson.or.us

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Buildings & Grounds Director Group/Event Representative

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_