



Girl Scouts of Oregon &
 Southwest Washington
 9620 SW Barbur Blvd Portland, OR 97219
 girlscouts@girlscoutsofsw.org

**Outside Group Site Reservation/
 Rental Agreement for
 Girl Scout Program Center**

This agreement is made between the following parties: Girl Scouts of OSW Council (GSOSWC), a charitable non-profit corporation organized under the laws of the State of Oregon as Landlord, and Tenant. Proof of insurance: **We require that all non-Girl Scout groups provide GSOSWC with proof of \$500,000 liability insurance policy. This documentation must be returned with this agreement.**

Complete this form and return it, along with fees and required documentation, by _____.

Name of group _____ Today's date _____, 20__

Name of adult in charge _____ Position _____

Day phone (_____) _____ Evening Phone (_____) _____

Mailing address _____

City _____ State _____ Zip _____

E-mail address _____

Number in group: Adults _____ Youth (under 18) _____

In consideration of the payment of rent set forth and the other covenants and promises contained herein to be strictly kept and performed by Tenant, the parties agree as follows:

1. Dates requested: _____, 20__ to _____, 20__

Arrival time: _____ a.m. p.m. Departure time: _____ a.m. p.m.

<u>Site requested</u>	<u>Fee</u>	<u># of days</u>	<u>TOTAL</u>
<input type="checkbox"/> Albany Program Center	_____ x	_____	\$ _____
<input type="checkbox"/> Lebanon Program Center	_____ x	_____	\$ _____
<input type="checkbox"/> Newport Program Center	_____ x	_____	\$ _____
Security Deposit			\$ 50
TOTAL FEES DUE			\$ _____

- Tenant agrees to return the premises to Landlord at the expiration of the rental period in as good or better condition as when received by Tenant. Tenant shall deposit with Landlord the sum of \$50 as security deposit. If Tenant pays all rent due to Landlord and returns the premises in the required condition and is not liable to Landlord in any other manner, the Landlord shall return the deposit to the Tenant. If Landlord incurs any cost for matters that do not occur as set for above then Landlord shall retain the deposit or such portion thereof so as to return the site to the required condition. However, the amount of the deposit shall not limit Tenant's liability for rent, damage or other claims for which Tenant may be liable. If written notification of cancellation is received at least 30 days in advance, all fees and deposits will be refunded. In the event that a cancellation is received less than 30 days in advance, Landlord will retain the security deposit and all fees paid.
- Tenant shall comply with all laws, governmental regulations and other administrative agency rules that may apply to the premises and shall not use nor permit the use on the premises of any firearms, alcohol or illegal drugs. No animals are permitted.
- Landlord and Tenant agree that it is the intent of the parties that the Landlord not be responsible or liable for any acts or losses which may occur as a result of the Tenant's use or occupancy of the property. In that regard, Landlord and Tenant agree as follows:

- a. If Tenant is the State of Oregon, then Tenant agrees to be responsible for any damage and any third party liability which may arise out of its use of the property subject to the limitations and conditions of the Oregon Tort Claims Act and the Oregon Constitution to the extent of liability arising out of the negligence of the state employee.
 - b. If Tenant is the United States of America then Tenant agrees to be responsible for any damage and any third party liability which may arise out of its use of the property, subject to the limitations of the Federal Torts Claims Act and the United States Constitution to the extent of liability arising out of the negligence of any federal employees.
 - c. If the Tenant is a private party or corporation, then such entity hereby agrees to indemnify and hold Landlord harmless from any and all liability or loss which may arise out of that entity's use or occupancy of the property. Further, such entity agrees to continuously maintain during the term of its use of this property a policy of general liability insurance with a carrier satisfactory to Landlord. Such general public liability policy shall be in an amount not less than \$500,000 for a single occurrence and Tenant shall provide Landlord with a binder or certificate of such insurance at the time of reserving the site.
5. No part of the rented premises may be used by any person or entity other than the Tenant herein without prior written permission of Landlord. This Rental Agreement may not be assigned without the prior written permission of the Landlord.
 6. If, for any reason, the subject premises are not usable at the time set forth in this Agreement whether by fire, flood, act of God or other casualty not within the control of Landlord, then this Agreement shall be terminated automatically as though it had never been entered into without liability or responsibility on the part of either party. Landlord shall have no obligation or liability to Tenant of any kind and shall promptly refund to Tenant any monies previously received which shall constitute the full and complete obligation of Landlord in regard to such termination.
 7. If any legal proceeding is instituted in connection with a controversy arising out of the Rental Agreement, the prevailing party therein shall be entitled to recover from the other party, and any other party agrees to pay, in addition to costs and disbursements allowed by law, such sums as may be reasonable as attorney fees during the proceedings, at trial or any appeal therefrom.
 8. At all times groups are responsible for the supervision and acceptable behavior of all group members. The group is responsible for clean up after the use of the facility. Clean up not completed by the user group may result in the loss of all or part of the security deposit.

IN WITNESS, the parties have signed this Agreement on the day of _____

LANDLORD – GIRL SCOUTS OF OREGON & SOUTHWEST COUNCIL (Oregon not-for-profit corporation)

TENANT – I have received facility information and will comply with all rules and regulations

By _____

Print Name

Title _____

Name of Organization

Authorized Signature

Phone Number

Date